



**TOWN OF ESSEX
VERMONT**

81 MAIN STREET, ESSEX JUNCTION, VERMONT 05452
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**SELECTBOARD
SPECIAL MEETING AGENDA**

**Thursday, October 11, 2018
2 Lincoln St.
Essex Junction, VT 05452
7:00 PM**

1. **CALL TO ORDER/ PLEDGE OF ALLEGIANCE TO FLAG** [7:00 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **APPROVE AGENDA**
4. **PUBLIC TO BE HEARD**
 - a. Comments from Public on Items Not on Agenda
5. **JOINT MEETING WITH ESSEX JUNCTION BOARD OF TRUSTEES** [7:05 PM]
 - a. Update from Governance Subcommittee (no action) – George Tyler
 - b. Appointment of Dan Richardson as special counsel for the Town and the Village for matters related to consolidation (action) – George Tyler
 - c. Colocation of Recreation Departments (action) – Brad Luck & Ally Vile
 - d. Adoption of Purchasing Policy (action) – Lauren Morrissette & Sarah Macy
 - e. Adoption of Records Retention Policy and Finance Department Retention Plan (action) – Lauren Morrissette & Sarah Macy
 - f. Scheduling of future joint meetings and attendance policy (action) – Evan Teich
 - g. Discussion of joint budget process and joint priorities (no action) – Evan Teich
6. **READING FILE**
 - a. Email from Bill Ellis re: Governance Subcommittee
7. **EXECUTIVE SESSION**
 - a. An executive session is not anticipated

TOWN MANAGER	PARKS AND RECREATION	COMMUNITY DEVELOPMENT	PUBLIC WORKS	ASSESSOR	FINANCE	TOWN CLERK	LIBRARY	POLICE
878-1341	878-1342	878-1343	878-1344	878-1345	878-1359	879-0413	879-0313	878-8331

ESSEX JUNCTION BOARD OF TRUSTEES
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8. **ADJOURN**

Members of the public are encouraged to speak during the Public to Be Heard agenda item, during a Public Hearing, or, when recognized by the Chair, during consideration of a specific agenda item. The public will not be permitted to participate when a motion is being discussed except when specifically requested by the Chair.

This agenda is available in alternative formats upon request. Meetings of the Selectboard, like all programs and activities of the Town of Essex, are accessible to people with disabilities. For information on accessibility or this agenda, call the Town Manager's office at 878-1341.

Certification: _____
Date Posted Initials

8. **ADJOURN**

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Certification: 10/5/18 JN
Date Posted Initials

1 Selectboard and Trustee Subcommittee on Governance
2 July 12, 2018 Special Meeting Minutes
3 81 Main Street, Essex Junction, VT
4

5 Committee Members Present: Max Levy
6 Elaine Sopchak
7 George Tyler
8 Irene Wrenner
9

10 Staff Present: Evan Teich (joined the meeting at 8:50 a.m.)
11

12 Members of the Public Present: Jerry Fox
13 Dawn Hill-Fleury
14 Margaret Smith
15

16 1. CALL TO ORDER

17 Irene Wrenner called the meeting to order at 8:35 a.m.
18

19 2. AGENDA ADDITIONS/CHANGES

20 3. APPROVE AGENDA

21 There were no agenda additions.
22

23 4. PUBLIC TO BE HEARD

24 There were no comments from the public.
25

26 5. BUSINESS ITEMS

27

28 a. Elect chair and recording secretary

29 Max Levy moved and Elaine Sopchak seconded to nominate George Tyler to be chair of the
30 committee. The motion was approved 3-0-1 (Mr. Tyler recused himself from the vote).
31

32 George Tyler moved and Irene Wrenner seconded to nominate Elaine Sopchak to be recording
33 secretary for the committee. The motion was approved 4-0.
34

35 b. Establish ground rules

36 The committee established some ground rules:

- 37 • They will review a variety of perspectives.
38 • They will assume members' good intentions.

- 39
- They will seek to understand.
- 40
- All options are on the table.
- 41
- These meetings are more conversational than formal and so speakers do not need to be
- 42
- formally recognized.
- 43
- No member will advocate for either the Village or the Town; this does not preclude
- 44
- members from pointing out the pros and cons of a particular option as it relates to
- 45
- either community.

46

47 Members agreed that they will not prioritize any of the options but will instead provide
48 guidance to the two full boards on how they may impact the community. If in the course of
49 research a particular option is determined not to be legal, that option will be removed from the
50 table.

51

52 c. Discuss questions from board members about governance

53

54 Questions were submitted by Elaine Sopchak, George Tyler, and Irene Wrenner. No other board
55 members submitted questions. Copies of these questions are attached and made a part of
56 these minutes.

57

58 Mr. Levy suggested the conversation begin with a high-level discussion of various options, and
59 that specific details be avoided at the outset. The committee then discussed a variety of
60 possible governance scenarios. These are outlined below.

61

62 Potential Governance Options

63

64 Scenario A:

- 65 • Retain the Village Board of Trustees as long as there are Village-specific needs (5
66 members).
- 67 • Create an equivalent Town-outside-the-Village (TOV) entity for TOV-specific needs (5
68 members).
- 69 • Also maintain and expand existing Town Selectboard (SB) to include the membership of
70 both the above boards, so that the SB has 10 members.
- 71 • This model would entail 3 separate charters, one for each board.

72

73 Scenario B:

- 74 • Dissolve both Village and Town charters, and write a new, single charter for one
75 community.
- 76 • Form a new board of 5 to 7 members, all elected at-large.

- 77 • Create a Rural Essex advisory board and a Village advisory board, the members of which
78 would be appointed by the elected board.

79

80 Scenario C:

- 81 • Create a single, consolidated board but maintain 2 charters.
82 • Each charter adopts the same amendment to allow this to happen.

83

84 Scenario D:

- 85 • Consider overlay districts, and whether they apply outside of the realm of planning.

86

87 Scenario E:

- 88 • Create a single board of 7 to 9 members.
89 • Create two voting districts: Village and TOV.
90 • Elect 3 members from the Village, 3 members from TOV, and 3 at-large.

91

92 Scenario F:

- 93 • Dissolve the Village charter, keep Town charter.
94 • Adjust Town Selectboard membership based on geography.

95

96 Scenario G:

- 97 • Dissolve the Village charter, keep Town charter.
98 • Maintain 5 member, at-large Selectboard.

99

100 Scenario H:

- 101 • Form a city with a mayor and city council.

102

103 Mr. Tyler recommended the questions, What's missing? Are there other government structures
104 we haven't thought of? It was noted that the Essex Governance Group (EGG) Report
105 recommended neighborhood assemblies. The committee determined that these could be
106 considered regardless of what governance option is chosen. Committee members also
107 wondered whether it was required to have a governing board with an odd number of members.

108

109 The committee then compiled a list of what the boards want to achieve in forming a new
110 governance structure, as follows, and in no particular order. These goals may help narrow down
111 the governance options based on their ability to enable them.

- 112 • Tax equity
113 • Eventual single tax rate
114 • Eliminate duplication

- 115 • Equal representation (in a consolidated environment)
- 116 • Preserve identity (in a consolidated environment)
- 117 • Maintain a high level of service
- 118 • Maintain Heart & Soul values
- 119 • Maintain public safety
- 120 • Speaking with one voice, and having a seat at the table in relevant issues and bodies
- 121 • Better integrated planning
- 122 • Better relations
- 123 • Better transparency

124

125 d. Brainstorm available resources

126 The committee then considered the necessary resources to begin researching the options. The
127 Vermont League of Cities and Towns (VLCT), the Secretary of State’s Office, and Legislative
128 Council were identified as organizations with the most relevant expertise to assist the
129 committee. Mr. Teich recommended that the committee also research legal challenges to the
130 mergers of other communities to help identify potential issues.

131

132 Mr. Tyler gave the committee members a preliminary list of financial data he would like to
133 compile, a copy of which is attached and made a part of these minutes. He also expressed
134 significant concern about the status of the Town’s and Village’s representation on regional
135 boards like the Chittenden County Regional Planning Commission (CCRPC), should they form a
136 single community. Investigating the representational and financial impacts of a merger on the
137 communities’ membership in this and similar organizations is essential. Mr. Teich stated this
138 concern also applies to other entities that provide the Village and Town funding, such as FEMA.
139 Mr. Tyler requested that the committee and staff do an initial, internal analysis of potential
140 impacts before approaching CCRPC.

141

142 The committee asked Mr. Teich to instruct staff to provide the data Mr. Tyler requested, and to
143 identify any gaps in information the committee may not have considered yet. Mr. Teich also
144 suggested reaching out to other Vermont municipalities to learn about their experiences with
145 merger. The VLCT can also help gather this information.

146

147 e. Discuss budget availability and constraints

148 The committee considered whether funds need to be allocated to this work. At the moment,
149 they will rely on the free services of VLCT and Secretary of State. Mr. Levy suggested setting
150 aside funds in the FY20 budgeting process.

151

152 f. Sketch out anticipated timeline

153 The committee determined that at best, research can be completed in time to provide the
154 community with an update and overview at the 2019 annual meetings. For the purposes of this
155 committee's work, members decided to provide both boards with a report of their findings at
156 the October 11, 2018 joint meeting. Members will complete research by September 15th and
157 will draft a report by September 30th. Members will finalize the report and submit it to Town
158 staff for inclusion in the meeting packet for October 11th.

159

160 g. Next steps

- 161 • Ms. Sopchak will provide both boards with a verbal update at the next joint meeting on
162 July 18th.
- 163 • Ms. Sopchak will provide minutes of this meeting to Town staff for posting.
- 164 • Ms. Sopchak will combine the governance options with the questions submitted by
165 board members, and recirculate them to committee members for further comment.
- 166 • Ms. Sopchak will reach out to VLCT to request their assistance, provide them with the
167 documentation of this meeting, and help schedule a time when VLCT can come to a
168 committee meeting, hopefully in the first two weeks of August.

169

170 At this time audience member Jerry Fox asked questions regarding the Town and Village tax
171 rates. The committee provided clarifications and answers to his questions.

172

173 6. ADJOURN

174 Ms. Wrenner moved to adjourn and Mr. Levy seconded. The meeting adjourned at 10:25 a.m.

1 Select Board and Trustee Subcommittee on Governance
2 September 19, 2018 Special Meeting Minutes
3 81 Main Street, Essex Junction, VT
4

5 Committee Members Present: Elaine Sopchak
6 George Tyler
7 Irene Wrenner
8

9 Absent: Max Levy
10

11 Staff Present: Greg Duggan
12 Lauren Morrisseau
13 Evan Teich (joined the meeting at 4:40 p.m.)
14

15 1. CALL TO ORDER

16 George Tyler called the meeting to order at 4:00 p.m.
17

18 2. AGENDA ADDITIONS/CHANGES

19 3. APPROVE AGENDA

20 There were no agenda additions.
21

22 4. PUBLIC TO BE HEARD

23 There were no members of the public present.
24

25 5. BUSINESS ITEMS
26

27 a. Review, amend, approve minutes of July 12, 2018

28 George Tyler moved and Elaine Sopchak seconded the approval of the minutes. The minutes
29 were approved 3-0 with the following amendment:
30

31 Line 72: Scenario A is amended to add the following bullet:

- 32 • Goal: to conduct all Town, Village, and Town Outside the Village business at regular
33 Select Board meetings, à la RPC.
34

35 b. Request by Trustee Lori Houghton to add "Separation of Town and Village" to the list of
36 possible governance scenarios to explore

37 Trustee Houghton requested this addition via email. Ms. Wrenner would like to hear Ms.
38 Houghton's reasoning for this request. Mr. Tyler informed the committee that Mr. Levy

39 expressed to him via email that he did not support this addition. Ms. Wrenner referred to line
40 of the July 12th minutes, which states that “All options are on the table” for this discussion.
41 Mr. Duggan recommended it be included so that it can be said this committee explored all
42 options. After some discussion the committee agreed the addition could be further explored at
43 the next joint board meeting.

44
45 Ms. Wrenner asked to receive a copy of the results of a survey taken by the Village at the 2017
46 Village Annual Meeting.

47
48 Mr. Tyler moved and Ms. Sopchak seconded to add “Separation of Town and Village” to the list
49 of possible governance scenarios. Ms. Wrenner stated she would also like Ms. Houghton to
50 explain what she means by the word “Town.” The motion was approved 3-0.

51
52 The committee discussed other possible additions to the list of scenarios. Ms. Sopchak
53 requested that consideration of representative town meeting be included. Ms. Wrenner
54 suggested adding that any advisory boards recommended and formed must be fully
55 representative of the entire population. Mr. Tyler asked to add the following question to
56 scenario D: “How does an overlay district differ from an incorporated village?” The committee
57 agreed that Ms. Sopchak would edit the document “Potential Governance Options” to include
58 these additions, as well as additional questions from committee members.

59
60 Mr. Tyler moved and Ms. Wrenner seconded the above amendments. The motion was
61 approved 3-0.

62
63 c. Request by George Tyler to have staff perform financial analysis of Town/Village
64 revenues and analysis of Chittenden County Regional Planning Commission funding and
65 support resources

66
67 The committee discussed the detail of analysis needed with Mr. Teich, Ms. Morrisseau, and Mr.
68 Duggan, as well as a timeline. The committee and staff agreed to the following:

- 69
- 70 • Ms. Morrisseau will provide dollar information at the department level.
 - 71 • Ms. Sopchak will inquire with the state’s Community Planning & Revitalization
72 department about potential impact to Village designations.
 - 73 • The committee authorized staff to work with various people to obtain the necessary
74 information, including public works director Dennis Lutz, Village community
75 development director Robin Pierce, and Town CCRPC representative Jeff Carr.
 - 76 • The committee will report to both boards at the next joint meeting what data is being
collected.

- 77 • Mr. Teich recommended providing a 10-year range of data. Ms. Wrenner requested
78 snapshots for 2006 and 2018.
- 79 • Ms. Wrenner asked for data on the percentage of the Town capital fund that comes
80 from the general fund.
- 81 • Ms. Morrisseau will have answers to the first several questions by the next committee
82 meeting.
- 83 • Mr. Teich will ask the assessor's office to provide grand list data separated by residential
84 and commercial.
- 85 • Ms. Wrenner requested specific dollar amounts spent by both the Village and the Town
86 for the ladder truck.
- 87 • Mr. Teich will authorize overtime for staff as needed to compile the information.
88

89 d. Consider hiring attorney Dan Richardson of the lawfirm of Tarrant, Gilles, & Richardson
90 to provide ongoing legal counsel and support on questions about governance

91 Mr. Tyler explained that when the Village recently reviewed bids for a new Village Attorney, Mr.
92 Richardson was a finalist but was not chosen. But both he and the staff that interviewed Mr.
93 Richardson thought he would be highly qualified to assist both boards in the governance
94 discussion.

95

96 The committee agreed it should recommend that both boards jointly retain Mr. Richardson as
97 special counsel for this project. He would have access to the members of this committee, as
98 well as Mr. Teich, Mr. Duggan, and Ms. Morrisseau. The committee asked Mr. Duggan to inform
99 Mr. Richardson that his representation would be discussed by both boards and to invite him to
100 the October 11th joint meeting. Mr. Duggan will share with Mr. Richardson the materials the
101 committee has generated thus far, and will inform him that the retainer period will likely be 1-2
102 years. Mr. Duggan will also inform both the Town and Village attorneys of the boards' decision.
103

104 Ms. Sopchak moved that the committee recommend to both boards that they jointly retain Mr.
105 Richardson as special counsel for this project. Ms. Wrenner seconded. The motion was
106 approved 3-0.

107

108 e. Next steps

109 The committee will schedule its next meeting for late October.
110

111 Mr. Tyler, at the request of Mr. Levy, informed the committee about Select Board member
112 Andy Watts' concerns regarding warnings of the committee's meetings. He shared the Town
113 attorney's opinion that there is no issue, as well as his recommendation that future reporting of

114 the committee's activities to the Town Select Board be provided by either Mr. Levy or Ms.
115 Wrenner.

116

117 6. ADJOURN

118 Ms. Wrenner moved to adjourn and Mr. Tyler seconded. The meeting adjourned at 5:46 p.m.

Potential Governance Options

Scenario A:

- Retain the Village Board of Trustees as long as there are Village-specific needs (5 members).
- Create an equivalent Town-outside-the-Village (TOV) entity for TOV-specific needs (5 members).
- Also maintain and expand existing Town Selectboard (SB) to include the membership of both the above boards, so that the SB has 10 members.
- This model would entail 3 separate charters, one for each board.
- **Goal to conduct all Town, Village and TOV business at regular SB meetings, a la the CCRPC.**

What would be the legal process needed (to update our current town charter) in order to allow the current SB to expand from 5 to 10-members -- including having Village Trustees (so long as there is a Village Charter in force) to populate the 5 TIV seats and electing 5 TOV residents to populate the 5 TOV seats? (IW)

How did the RPC legally merge with the MPO such that the subset of MPO members votes and spends separately within that larger, merged organization? (IW)

Can Town tax bills be restructured so that TOV pays for TOV-only entities (Free Library, Town Planning, etc.) and Town-wide entities (police, assessor, etc.) and TIV pays only Town-wide entities, in addition to Village expenses? (IW)

In a town with an incorporated village, is it legal for the area not inside the village to form its own governing body, similar to the village's, to make decisions for that area, separately from decisions made by the town governing body? (ES)

- Can a committee-of-the-whole model apply to a town with an incorporated village?
- Are there decisions made by a town governing body that do not apply to its incorporated village?
- If this model were valid, what changes would be made to taxation? If there were a separate TOV entity making decisions on TOV related issues, would there by necessity need to be TIV representation on that board, since TIV residents also pay for the things the TOV entity would be making decisions on?
-

Scenario B:

- Dissolve both Village and Town charters, and write a new, single charter for one community.
- Form a new board of 5 to 7 members, all elected at-large.
- Create a Rural Essex advisory board and a Village advisory board, the members of which would be appointed by the elected board.

Are there examples of communities in VT that have advisory boards like this? (ES)

What is the recommended process for writing a new charter? (ES)

What about the suburban middle? Many TOV residents live outside the FDO area, that is, in fairly dense developments, that have no rural characteristics. (IW)

What's the advantage of an advisory board over elected officials in Scenario A? (IW)

Scenario C:

- Create a single, consolidated board but maintain 2 charters.
- Each charter adopts the same amendment to allow this to happen.

I would still like to know if it's legally feasible to have a single elected body execute two charters. I'm curious about this because maintaining two charters might be a basis for creating separate taxing districts which could provide a mechanism for equalizing tax rates without a dramatic tax increase for Essex outside the village. It might also obviate needing to select a new place name, which has been a hurdle in the past for a variety of reasons. There might be other advantages as well. (GT)

Can a town board merge itself with the governing board of its village? Can each board amend its charter to allow both boards to merge into one governing body? (ES)

- Is it legal for the former members of the town board to make decisions regarding village business, and vice versa?
- If these two boards merge, how would taxation of the village be affected? Village residents would no longer have representation by a board that makes spending decisions solely on their behalf. Would taxation have to be adjusted at the same time as the joining of the boards, or could the adjustment proceed at the slower pace anticipated?
- If these two boards merge, what would be their process for acquiring debt? How would the two communities bond?

Scenario D:

- Consider overlay districts, and whether they apply outside of the realm of planning.

2) Assuming we'd need an overlay district to allow proper voting for the latter, how would TOV residents set one up (with their own Trustee Board similar to the Village's) -- including: petition wording, number of signatures, who would be allowed to vote (TOV only or TIV also), sample charter?, for example, (IW)

3) If the TOV were an overlay district, which unconsolidated depts and budgets would it be fair for its new Trustee Board to take on policymaking and budgeting for -- including anticipated budgetary effects? That is, if the Essex Free Library were so designated, for example, its entire budget might be covered by TOV taxpayers only, and the entire Brownell Library budget might be covered by TIV taxpayers. No library expenses would appear in the Town budget, unless and until the libraries merged in a way that put the control of both under the 10-member Town SB. (IW)

4) How does adding a TOV overlay district compare to incorporating the TOV as a way to get fair taxation, fair representation, etc.? (IW)

I'd also like to know more about 'overlay districts.' Town staff often refer to the Village as an overlay district (we in the Village know better!). It isn't. The Village has the same legal, jurisdictional authority as any other VT municipality. But Vermont planning statues do allow 'overlay districts,' which are designated sub-units within towns established for zoning or development restrictions, which can include preserving historic character. Whether this sort of thing might be applicable to our situation will likely require substantial research, but, again, why go there if most of us don't think it's a worthwhile question to investigate. (GT)

Scenario E:

- Create a single board of 7 to 9 members.
- Create two voting districts: Village and TOV.
- Elect 3 members from the Village, 3 members from TOV, and 3 at-large.

Scenario F:

- Dissolve the Village charter, keep Town charter.
- Adjust Town Selectboard membership based on geography.

Scenario G:

- Dissolve the Village charter, keep Town charter.
- Maintain 5 member, at-large Selectboard.

Scenario H:

- Form a city with a mayor and city council.

Scenario I:

- Maintain two charters, the Village BOT, and the Town SB.
- Complete current consolidation efforts but do not consolidate any further.

Other questions not related to a particular scenario:

Would Lauren be able to update the Tax Rate History chart (which currently ends at 2007) before she retires? It gives a picture of the tax inequities (and more) over time that we are trying to remedy. (IW)

What is the legal or logical precedent / justification for TOV (only) residents paying a sizable highway tax since at least 1951 without TOV (only) representation? (IW)

What is the general legal or logical precedent / justification for states / populations having equivalent representation at the state and federal legislative levels? (IW)

We understand that inter-municipal agreements are allowed by state law. The Town and Village are not two separate municipalities, however, as Jericho and Colchester are. The Village is both its own municipality as well as a part of the entire Town. What state law, if any, allows inter-municipal agreements that are, at the same time, intra-municipal agreements? (IW)

Much has been made of the ability of Village residents (who happen to be Trustees) to sit at the board table and discuss the future of the Town government, while the very idea of TOV residents sitting at that same board table has been rejected. Under the Town Charter, who (if anyone) has the legal right to formulate Town policy alongside Selectmen? (IW)

What statute, if any, suggests that uneven numbers of board seats are preferable to even numbered ones? (IW)

What statute, if any, encourages elected at-large seats in any governing body over elected ward (or district) representation?' (IW)

I remain very concerned about the Essex community (town and village) losing a seat on the CCRPC. Having two seats puts us in a fairly advantageous position which I think is appropriate given the traffic burden we're coping with and our rapid growth in population. Other Chittenden communities probably don't see it that way. I'm specifically concerned about losing a significant portion of the revenue that CCRPC disperses every year. (GT)

(7.16.18 – I want to emphasize, again, the need for us (Town and Village) to perform our own internal analysis of this question and not just accept an answer from an outside entity. The CCRPC's membership board debates and decides the TIP each year, so it is ultimately a political process, despite efforts to make rational, evidence-based decisions. Right now the Essex community has two votes in that process. We absolutely must consider this question very carefully and the question of how to analyze it must be decided collaboratively between elected officials and staff.) (GT)

What would happen to the town's and village's representation on regional governing boards if the two boards were to merge into one? (ES)

- We already have one representative for both municipalities on at least two boards--CSWD, Channel 17--and have retained 2 votes on each board. Would the village lose its representation if both boards merged?
- Would funding received from bodies like CCRPC be reduced to reflect one municipality? Would village funding be rolled into town funding?

What are the ways that other Vermont towns have used to merge? (ES)

If the two boards merged, would there still be an annual meeting for each municipality? (ES)

Would there be any impact on municipal committees like planning commissions if the two boards merged? (ES)

Status Quo Distribution of Property Tax Revenues - Essex Junction and Essex Town

Essex Town Grand List (2018) =

Essex Junction Grand List (2018) =

Essex Outside the Village Grand List (Essex Town G.L. – Essex Junction G.L.) =

Town General Fund (2018) =

Percent Town General Fund Contributed by TIV (2018) =

Town Capital Fund (beginning FY 2018) =

Percent Town Capital Fund Contributed by TIV =

Percent Town Capital Fund Distributed to TIV =

Town Rolling Stock Fund (beginning FY 2018) =

Is Highway Tax the Only Source of Revenue Used to Purchase Town Rolling Stock? (Y/N)

Other Sources of Revenue to Purchase Rolling Stock (General Fund, Capital Reserve, etc.?)

Percent Town Capital Fund Used to Purchase Rolling Stock for Village Departments =

Village General Fund (2018) =

Approx Percent Village General Fund Contributed by TOV =

Village Capital Fund (beginning 2018) =

Percent Village Capital Fund Contributed by TOV based on Grand List Breakdown =

Percent Village Capital Fund Distributed by Village to Town =

Village Rolling Stock Fund (beginning 2018) =

Percent Village Rolling Stock Fund Contributed by TOV based on Grand List Breakdown =

Percent Village Rolling Stock Fund Used to Pay for 100' Ladder Truck =

Status Quo Operating Expenditures TIV/TOV Breakdown for Non-Shared Services

Essex Town – Percent of 2018 Operating Budgets Contributed by TIV:

Planning and Community Development =

Recreation =

Library =

Fire Department =

Economic Development =

Essex Junction – Percent of 2018 Operating Budgets Contributed by TOV:

Community Development =

Recreation =

Library =

Fire Department =

Economic Development =

CCRPC Revenues/Distributions to Essex Junction and Essex Town

- Annual Average Total Funds Distributed by CCRPC to all member communities (10 Year mean) =
- Annual Average Total CCRPC Funds Received by Essex Junction (10 Year Mean) =
- Annual Average Total CCRPC Funds Received by Essex Town (10 Year Mean) =
- Summarize T.I.P. Process – How is T.I.P. drafted, debated, voted on? Role of member communities in deciding final distribution of CCRPC funds and other resources. Are votes ever contentious? How often has Essex Town supported Essex Junction? How often has Essex Junction supported Essex Town?
- What other CCRPC resources (non-T.I.P. Funds, town/village plan analysis, studies, reports, etc.) were received by Essex Junction and Essex Town (Ten year summary).
- Please have Robin Pierce and Dennis Lutz add any additional questions to this list.
- Other major Non-CCRPC Grants/Revenues Received by Essex Junction and Essex Town over last decade (direct federal/state funds, other non-governmental agencies, etc.)?
- Essex Junction is presently designated as the Growth Center for Essex Town. The Village Center also has Vermont Neighborhood Designation which exempts development from Act 250 review. What would happen to these (and other) designations/exemptions if the Essex Junction charter is dissolved?
- The Essex Town Community Development and Planning department envisions its ETC Next master plan as a long-term project to create a community center at the current 289/Rt. 15 retail plaza. Realization of this plan will require substantial public resources (for example, increased sewer capacity, conversion of state highway to town-owned road, etc.). Essex Junction envisions its Design Five Corners strategic plan as an in-progress project to revitalize the Village center. It has already required substantial public resources and will continue to do so for the coming years. These two plans embody each government's vision of its 'community center.' Does this pose a problem for a consolidated Town-Village government? Would the substantial public resources required by each plan still be available? Should this question be addressed **before** any further discussions of governance consolidation?

TARRANT, GILLIES & RICHARDSON

44 EAST STATE STREET
POST OFFICE BOX 1440
MONTPELIER, VT 05601-1440

GERALD R. TARRANT
PAUL S. GILLIES
DANIEL P. RICHARDSON

(802) 223-1112
FAX: (802) 223-6225

MICHAEL J. TARRANT, II
RYAN P. KANE
STEPHEN F. COTEUS

March 28, 2018

RECEIVED

MAR 29 2018

Village of Essex Junction

Evan Teich, Unified Manager
Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452-3154

RE: Village Attorney Legal Services Proposal

Dear Mr. Teich:

Tarrant, Gillies & Richardson is interested in serving the Village of Essex Junction as legal counsel. Please accept the following information in response to your request for proposal.

1. Resume.

Our firm philosophy is that when you hire one of our attorneys, you hire the entire firm. Although I would be primarily responsible, my partners Paul Gillies and Gerry Tarrant will be equally available to respond to your needs as your issues may demand our time and skills. Our skilled and diligent associate attorneys may provide support to the partners in litigation matters or other complex projects. All lawyers in our firm are admitted to practice in Vermont state and federal courts and have experience with local government at all levels.

Over the years, our firm has represented over 70 municipalities either as municipal general counsel or as a special counsel for specific matters. Currently we actively represent the Towns of Williamstown, Williston, Sharon, Coventry, Athens, Cabot, Victory, Granville, Randolph, North Hero, Vershire, Hyde Park, Strafford, Norwich and Morgan, as well as four regional solid waste districts (LRSWMD, CVSWMD, NEKWMD, and WSWMD), largely providing advice on contracts, personnel matters, easements and rights-of-way, ordinances, and enforcement, as well as prosecution and defense in litigation for the districts. I have also handled personnel matters, reviewed contracts, deeds, procedural questions, and given advice on statutes, precedents, and leading cases. Along with other members of our firm, I have also assisted in drafting easements, bylaws, charters, rules, and proposed legislation.

In addition to my practice, I am an adjunct professor at Vermont Law School teaching municipal law. I am a member of the Montpelier Development Review Board and the former President of the Vermont Bar Association. I have presented extensively on planning, zoning, and land use law issues as has my partner, Paul Gillies. Paul recently wrote the definitive history of Act 250 for its fortieth anniversary. He also assisted in the creation of the Central Vermont Public Safety Authority.

Attached hereto I have included my resume as well as the resumes of my partners and our three associates. See Attachment A.

2. Independence.

I affirm that neither I nor any of the lawyers in our firm have any contractual or other obligation which would interfere with our performance as Village Attorney. I have not, nor have any lawyers in our firm, had any professional relationships involving the Village or Village Officials for the past five (5) years. We do not have any private-sector clients from which a conflict of interest may stem.

3. Potential Services.

Our firm is capable of handling all items listed in the potential scope of work. There are no limitations as to which matters Village personnel could contact our firm for work.

4. Hourly rate for work.

If awarded, we would charge our current standard municipal rate of \$150 per hour for all attorney work. Legal assistant time would be billed at the rate of \$80.00 per hour. (In the usual course, Gerry Tarrant, Paul Gillies and myself bill at the rate of \$250 per hour, our three associates at the rate of \$175, and legal assistants at \$100.)

No annual retainer would be required.

Our rates do not increase with great frequency. All changes to these rates would be notified to you in advance. Because this is a proposal for a one-year term, we would lock in the rate for the duration of the term.

5. Other costs.

Reimbursable Expenses

Tarrant, Gillies & Richardson does not pass photocopying, faxing, standard postage charges, or telephone costs to our clients. We do, however, pass on to the client the cost for certified mailing and in-house production of briefs and printed cases.

Travel Expenses

Tarrant, Gillies & Richardson bills at the government rate per mile for travel time and mileage from Montpelier to the various courts. Travel within Montpelier is not billed.

6. Fees.

Our minimum billing unit for documents that are written and signed is .3 of an hour. The minimum billing unit for phone calls is .2 of an hour.

7. Monthly Billing.

Please see Attachment B, Representative Monthly Billing Invoice

8. References.

1. Town of Victory, Tracey Martel;
2. Town of Cabot, Jack Daniels;
3. Town of Granville, Norm Arsenault;
4. Village of Waterbury, Skip Flanders; and
5. Town of Sharon, Margy Becker.

9. Experience.

Representative cases

The following Vermont Supreme Court and Trial Court cases are examples of our work:

City of St. Albans v. Northwest Regional Planning Commission, 167 Vt. 466 (1998) (effectively defended regional planning commission's bylaws and appointment process from a challenge to its constitutionality).

Taylor v. Town of Cabot, 2017 VT 92 (defended Town at the trial court level and on appeal against religious liberty constitutional challenge to the Town's disbursement of former federal grant monies to a community church for historic preservation).

In Petition of Vermont RSA d/b/a Verizon Wireless, Dckt. No. 8601 (Oct. 2017) (represented private landowner working with Towns of Stowe and Waterbury to successfully prevent the permitting of a wireless cell tower sought to be located in a state and town-identified wildlife corridor)

LoPrete v. Town of Granville, 2017 VT 101 (defended Town at the trial court level and on appeal from challenge by landowner seeking to nullify the work of the Town's ancient road committee and to remove a public highway added to the Town's highway map).

In re Application of VTel Wireless, Inc. at 185 Thistle Hill Road, Cabot, Vermont, Dckt. No. 8549 (June 2016) (represented Town of Cabot in seeking to modify PSB application to incorporate essential zoning regulations and standards into permit conditions, including terms that pushed the proposed tower away from public highway).

In re All Metals Recycling, Inc., 2014 VT 101 (defended Town's grant of a conditional use permit to the owner of a metal-recycling business).

Lathrop v. Town of Monkton, 2014 VT 9 (obtained a determination in favor of Town's right to assess and tax home-site values on undeveloped, but permitted, parcels).

Gade v. Chittenden Solid Waste Management District, 2009 VT 107 (effectively represented the Town of Williston in both superior court and on appeal to the Vermont Supreme Court, defending a Host Town Agreement created between the Town and CSWMD to site a proposed landfill on land owned by Hinesburg Sand and Gravel against a group of adjoining landowners who sought to cancel the agreement based on a claim of unlawful delegation of municipal powers).

Herrera v. Union No. 39 School Dist., 2009 VT 35 (litigated stigma-plus public employment issue involving due process and the right for a principal to seek a name clearing hearing following a decision to terminate).

Hamilton v. Town of Holland, 2007 VT 133 (defended Town's right to remove trees and shrubs in right-of-way during road widening project and from plaintiff's request for attorney's fees).

Town of South Hero v. Wood, 2006 VT 28 (obtained a declaratory judgment awarding a public right-of-way to the Town along a beach front area based on the parties' prior dedication and acceptance of the public road).

Herrick v. Town of Marlboro, 173 Vt. 170 (2001) (defended Town's right to assess property based on the owner's failure to properly sequester the property for "pious" purposes).

In re Taft Corners Assocs., 171 Vt. 135 (2000) (successfully defended the Town of Williston's refusal to allow development of commercial lots that were subdivided under a previous zoning regime, but which was no longer allowed under the Town's present zoning ordinance).

Municipal Clients and References

In addition to the references listed in #8 above, we would offer the following as a representative selection of the Towns that the firm currently represents:

1. Town of Williamstown, Jackie Higgins;
2. Town of Williston, Rick Maguire;
3. Town of Vershire, Naomi LaBarr and Gene Craft;
4. Town of Randolph, Adolfo Bailon and Michael Decubellis;
5. Town of North Hero, Pete Johnson;
6. Town of Athens, David Bemis;
7. Town of Brighton, Joel Cope;
8. Town of Strafford, Lisa Bragg;
9. Town of Marshfield; Bobbi Brimblecombe; and
10. Town of Norwich, David Ormiston.

10. Statement.

Tarrant, Gillies & Richardson is a partnership between three principals: myself, Paul Gillies and Gerry Tarrant, who have equal ownership shares in the firm. Gerry Tarrant and

Michael Marks formed the partnership of Tarrant & Marks in 1992. Paul joined the firm when he left his position as Deputy Secretary of State in 1993. Our firm became Tarrant, Marks & Gillies in 1995 when Paul was made the third partner. After Michael Marks left to begin a mediation business, I joined the firm, and became a partner. The firm is located at 44 East State Street in Montpelier in an office building the firm partners own.

At this time, there are no affiliate offices. In addition to the three principals, the firm employs three associates—Ryan Kane, Steve Coteus, and Michael Tarrant II, each of whom clerked at Vermont and/or federal courts for multiple years before beginning practice with our firm over the last several years. Their qualifications are enclosed. Each brings a substantial amount of trial and appellate experience with them.

We understand that you require a law firm that not only has a substantial amount of hands-on experience with municipal matters, but one that can provide the Village and its officers and staff with pertinent assistance at a moment's notice, a firm that can ramp up to speed on a unique issue, whether it's an easement, contract, personnel issue, or inter-agency agreement matter, and present you with a well thought out response. In addition, we recognize that municipalities must navigate a confluence of federal and state requirements. We built our practice around serving municipalities and non-profit entities and we understand their unique position in their communities. We have worked with other municipal and governmental corporations and non-profits, including regional entities, who also demand specialized attention and require similar legal knowledge and experience. Confidence in what we do and understanding that you may require us to attend evening meetings are part of our offer. This may require the knowledge and expertise of our associates who have clerked in relevant trial and appellate courts, including all divisions of the Vermont Superior Courts, Vermont Supreme Court, as well as the Second Circuit Court of Appeals and the Federal District Court for the District of Vermont. Our associates are seasoned and provide us with the flexibility to respond quickly and effectively.

We are staffed with support personnel/paralegals who handle schedules, filing, and certain legal tasks, including title searches and compliance forms. Our office is networked and equipped with a commercial printer/copier. As a result, we are able to handle most of our filing and printing needs in-house.

Since its inception, our firm has provided legal counsel for municipalities throughout Vermont. We've worked hard to provide municipal corporations accurate advice and, if ever required, the support of a litigation team that will represent them in any forum. As a result of our experience with State government, and due to the needs of our various governmental and private clients, our firm also has extensive experience with the Vermont Legislature.

In representing numerous governmental entities our firm has dealt with several complex legal matters including: termination of employees for cause, enforcement actions, collection actions, and general counsel on liability issues. We have drafted easements and drafted and reviewed rights-of-way agreements. Throughout our representation, we have dealt with personnel and employment matters, real estate matters, and contractual disputes, and provided advice and opinions on ordinances, rules, and regulations.

In addition to our representation of municipalities, including the Central Vermont Regional Planning Commission and four regional solid waste districts, Tarrant, Gillies & Richardson has represented or represents the following private or semi-public entities that share some of the same characteristics or the same strong community and environmental mission as the Village of Essex Junction. These include Vermont Compost Company (municipal, state, and regulatory issues); VELCO (property tax issues); The Nature Conservancy; Vermont Land Trust; Bellows Falls Power Company; Northeast Kingdom Community Action; Vermont Low Income Trust for Electricity Inc. (public benefit, non-profit corporation funding state energy projects/initiatives advancing Vermont's Comprehensive Energy Plan); and The Preservation Trust of Vermont.

Like the Village of Essex Junction, these entities have required on-going legal assistance in permitting processes, corporate and tax issues, land use disputes, drafting and enforcing ordinances and policies, personnel and employment law, real estate law including easements and rights-of-way issues, regulatory matters, public meeting laws, and advice on ordinances, rules, and regulations.

Beyond our practical experience, our attorneys bring several decades worth of government experience to bear on their practice. As Deputy Secretary of State for 12 years, Paul Gillies had a role in drafting or reviewing municipal legislation and charters. He co-wrote *A Book of Opinions*, on Vermont municipal governance, which is still used by many towns as a basic reference.

Similarly, Gerry Tarrant brings his experience as a former Commissioner of the Department of Public Service to his work for non-profit environmental groups, farmers, municipalities and alternative energy developers. He has used his knowledge of preservation law, alternative energy, the permitting process, and environmental and energy policies, to assist municipalities, land trusts, and preservation groups in working with local businesses that will serve all interests well and has helped farms and communities in Vermont develop methane energy, small scale hydro and other alternative generating facilities. Gerry is also the Chair of the Environmental Section of the Vermont Bar Association and focuses on land use and utility regulation. As Chair of that Section, Gerry is presently an "advisor" to the legislatively appointed Act 250 Commission charged with reviewing the structure and effectiveness of Act 250 and related Act 250 issues relative to development throughout Vermont.

As noted above, I am an adjunct professor at Vermont Law School teaching municipal law and a member of the Montpelier Development Review Board. In addition to my academic work, I have worked closely with the Vermont League of Cities and Towns to develop municipal education programs and have given several presentations on ethical issues, planning and zoning issues, eminent domain issues, agriculture law, and general municipal practice issues. I have been recognized for the past 4 out of 5 years by the national SuperLawyers program for excellence in my practice.

Evan Teich
March 28, 2018
Page 7

11. Description of Grievances / Claims of Ethical Misconduct or Malpractice.

None.

12. Description of Professional Liability Insurance.

See Declaration of Coverage, Attachment C.

We would be proud to represent the Village of Essex Junction as legal counsel.

Sincerely,



Daniel P. Richardson

DPR/dp

ATTACHMENT A
ATTORNEY RESUMES

Daniel P. Richardson
802-223-1112, ext. 105
drichardson@tgrvt.com

EDUCATION

Vermont Law School, J.D., Magna Cum Laude (2003). Editor in Chief, *Vermont Law Review*, 2002–03; Dean's Fellow—Legal Writing Instructor (Fall 2002); Moot Court Advisory Board Member 2002–03

Harvard University Graduate Studies in philosophy and botany (1998–99).

Ohio Wesleyan University, B.A. Philosophy, English Literature, and Writing, Summa Cum Laude, May 1996. Phi Beta Kappa; Honors: Phi Eta Sigma (freshman); Phi Society (sophomore); Omicron Delta Kappa (Service); Phi Sigma Tau (philosophy); Sigma Tau Delta (English)

WORK EXPERIENCE

Tarrant, Gillies & Richardson, Montpelier, Vt. Attorney, 2005–Present

- Municipal, real estate, and administrative practice with an emphasis on litigation.

Chittenden County Superior Court, Burlington, Vt. Trial Court Law Clerk, 2003–2005

- Researched and drafted opinions for the Hon. Matthew I. Katz and Richard Norton
- Developed Trial Court Database for Reporting Trial Court Opinions

Langrock, Sperry, & Wool, Middlebury, Vt. Summer Associate, 2002

- Second chair in one jury and two bench trials
- Primary researcher for firm on new regulations, appellate and trial issues

Department of Labor & Industry, Montpelier, Vt. Law Clerk, May–Aug. 2001

- Drafted workers' compensation opinions and assisted in administrative hearings.
- Compiled initial legal research in two VOSHA citation challenges.

Professors Stephen Dycus & Philip Meyer, S. Royalton, Vt. Research Assistant, 2001–2003

- Drafted changes to the 3d edition of National Security Law Casebook
- Revised, edited, and researched legal articles for publication.

Town of Barnstable, Barnstable, Ma. Natural Resources Officer, May–Aug. 2000

- Enforced town, commonwealth, and federal statutes and regulations in town recreation areas and nature preserves to protect endangered species nesting sites.

LEGAL PUBLICATIONS

1. *The Lost Child of Products Liability: New Thoughts About Advertising and the Learned Intermediary Doctrine* 27 Vt. L. Rev. 1017 (2003).
2. *Legal Style Indexed: The Redbook: A Manual on Legal Style*, Vt. Bar J. (Summer 2004).
3. *Doomed Enterprises: The Forgotten Memoir of John Knox*, Vt. Bar J. (Fall 2004).
4. *Democrats at the Crossroads of History Two Books Explore the Fate of the Party*, Vt. Bar J. (Summer 2006).

CIVIC AND PROFESSIONAL BOARDS

City of Montpelier

Development Review Board, 2007–Present

Design Review Committee, 2005–2007

Secretary, Cemetery Commission, 2007–2013

Vermont Bar Association

Board of Bar Managers, March 2007–Present

President, 2014–2015

Young Lawyer's Board, 2006–2010

President, 2008–2009

Vermont Supreme Court

Secretary, Plain English Civil Jury Instruction Committee, *September 2003–2007*

Acting Judge, Washington Country Small Claims Court, *2011–Present*

Special Master, *2013–Present*

Gerald R. Tarrant
802-223-1112, ext. 101
gtarrant@tgrvt.com

Professional Experience

Mr. Tarrant founded Tarrant, Gillies & Richardson in 1991. The firm focuses on municipal, environmental, zoning and land use, real estate, solid waste, employment, construction, health care, general business, commercial, corporate, probate, land conservation/historic preservation law and utility law. The firm's practice includes trials and appeals. Mr. Tarrant's interests include alternative energy, historic preservation and the environment.

Mr. Tarrant was a Partner with the firm of Diamond & Associates from May 1988 to January 1991. He served as Commissioner of the Vermont Department of Public Service under Governor Kunin from March 1985 to May 1988 and as General Counsel and Public Advocate for the Department from January 1980 to March 1985.

Prior to joining the Department, Mr. Tarrant was Special Counsel Vermont Public Service Board from March 1978 to January 1980 and Corporate Counsel for the National Rural Utilities Cooperative Finance Corporation in Washington, D.C. from September 1971 to March 1978.

Education

Marshall Wythe School of Law, College of William and Mary, Williamsburg, Virginia
J. D. Degree 1971.

Hillsdale College, BA, 1968.

Professional Memberships And Affiliations

Mr. Tarrant has served on a number of boards and commissions including vice-chairman, Certificate of Need Review Board (Hospital/Medical Expenditures); Member of Board of Trustees of Vermont Land Trust, Member of Board of Vermont Life, Member of Board of Directors of Prevent Child Abuse Vermont and Member of the Board of Vermont Natural Resources Council. He formerly chaired the Board of Directors for the Clean Energy Group. Presently, he chairs the Environmental Section of the Vermont Bar Association and is an advisor to the legislatively empaneled Act 250 Commission.

Paul S. Gillies
802-223-1112, ext. 103
pgillies@tgrvt.com

Education:

University of Maine School of Law, J.D. (1978).
University of Vermont, M.A. (1975).
Case-Western Reserve University, B.A. (1970).

Experience:

Partner, Tarrant, Gillies & Richardson (1995-present)
Associate, Tarrant & Marks (1993-1995)
Chair, Vermont Institute for Government (1989–Present)
Chair, Governor's Task Force on Administrative Law, 1987
Deputy Secretary of State (1981-1993)
Senior Policy Analyst, State Planning Office (1978-1981)

Publications:

- *Ruminations* (Column), Vermont Bar Journal (every issue since 1993)
- Uncommon Law, Ancient Roads and other Ruminations on Vermont Legal History (2013)
- A Place to Pass Through, History of Berlin, Vermont (1993)
- A Book of Opinions w/James H. Douglas (1992)
- Confronting Statehood (1992)
- The Records of the Vermont Council of Censors, w/D.
- Gregory Sanford (1991)
- Regulating Vermont (1985)
- Numerous articles in various books, journals, and pamphlets since 1985, including:
- *How to Find Ancient Roads*, Vt. Inst. for Gov't (2006)
- *The Balance*, Vt. Bar J. 10 (2002).
- *And if There Be no Choice Made: A Meditation on Section 47 of the Vermont Constitution*, 27 Vt. L. Rev. 783 (2003)
- *Not Quite a State of Nature: Derivations of Early Vermont Law*, 23 Vt. L. Rev. 99 (1998)
- *Overruling*, Vt. Bar J 12 (1997)

Ryan P. Kane
802-223-1112, ext. 102
rkane@tgrvt.com

EXPERIENCE

Tarrant, Gillies & Richardson, Montpelier, VT Sept. 2015 – Present
ASSOCIATE

- Represent clients in general civil practice, including land use and environmental law, energy and regulatory law, business and corporate law, and civil litigation.

Vermont Superior Court, Environmental Division, Burlington, VT Sept. 2013 – 2015
LAW CLERK

Langrock, Sperry & Wool, Middlebury & Burlington, VT May – August 2012
SUMMER ASSOCIATE

Vermont Natural Resources Council, Montpelier, VT June – August 2011
SUMMER LEGAL INTERN

EDUCATION

Vermont Law School, South Royalton, VT
Juris Doctor, *summa cum laude* May 2013

- National Environmental Law Moot Court Competition – Winner of Overall Competition; Winner of Award for Best Overall Brief (both out of 72 teams)
- Vermont Law Review, Articles Editor; Production Coordinator
- Academic Excellence Award for highest grade in: Contracts, Torts, Property, Criminal Law, Estates, and Land Use Regulation

Wheaton College, Norton, MA
Bachelor of Arts, *cum laude*, in Philosophy January 2007

CIVIC AND PROFESSIONAL BOARDS

City of Montpelier Development Review Board alternate, *2016-Present*
Vermont Chapter of the Sierra Club, Executive Committee, Legal chair *2016-Present*
Unitarian Church of Montpelier, Governing Board Member *2017-Present*

Stephen F. Coteus
802-223-1112, ext. 106
scoteus@tgrvt.com

EXPERIENCE

Tarrant, Gillies & Richardson, Associate, Montpelier, VT
Sept. 2016 - Present

- Represent clients in general civil practice, including land use, contract, real estate, municipal, and general civil litigation.

Second Circuit Court of Appeals, Judge Peter W. Hall, Law Clerk, Rutland, VT
Sept. 2015 - Sept. 2016 (Began as judicial extern, Jan. 2014 - May 2014)

Vermont Supreme Court, Justice Marilyn S. Skoglund, Law Clerk, Montpelier, VT
Aug. 2014 - Aug. 2015

Conservation Law Foundation, Summer Law Clerk, Concord, NH
May 2013 - Aug. 2013

The Law Office of Fred V. Peet, Summer Law Clerk, South Burlington, VT
May 2012 - Aug. 2012

Sanocki Newman & Turret, LLP, Paralegal/Calendar Clerk, New York, NY
Aug. 2010 - Aug. 2011

- Managed court calendar and deposition calendar for seven attorneys

EDUCATION

Vermont Law School, South Royalton, VT May 2014
Juris Doctor, *Magna Cum Laude*

- Articles Editor, Vermont Law Review
- Moot Court Advisory Board
- Academic Excellence for Highest Grade in: Municipal Law, Legal Writing, and Legal Research.
- Co-President, Vermont Law Soccer Club

The University of Vermont, Burlington, VT May 2010
Bachelor of Arts degree in English, *Cum Laude*. Minor in Environmental Studies

Michael J. Tarrant II
802-223-1112, ext. 104
mtarrant@tgrvt.com

EDUCATION

Vermont Law School, South Royalton, Vermont
Juris Doctor, *magna cum laude*, May 2012
Class rank: 23 / 202; Vermont Law Review, *Managing Editor*

Lewis and Clark College, Portland, Oregon
B.A., East Asian Studies, May 2002
One semester spent abroad at Kansai Gaidai University, Osaka, Japan

WORK EXPERIENCE

Tarrant, Gillies & Richardson, Sept. 2015–Aug. 2016; Sept. 2017–Present
Associate Attorney
Represent clients in most areas of general practice, including: landlord and tenant, municipal, probate, real estate, zoning and land use, and general civil litigation.

Federal District Court, District of Vermont, September 2016–August 2017
Law Clerk, Chief Judge Christina C. Reiss

Vermont Judiciary, Sept 2012–Sept. 2015
Law Clerk, Associate Justice Harold E. Eaton, Jr.'s Chambers, Nov. 2014–Sept. 2015
Law Clerk, Washington & Caledonia Counties, Vermont, Sept. 2012–Nov. 2014

English as a Second Language Instructor, Kyoto, Japan, October 2002–June 2009
Instructor / Manager / Owner

BAR ADMISSIONS, SKILLS, AND INTERESTS

Admitted to the Vermont Bar, 2012–Present

Admitted to the Bar for the District of Vermont, 2018

High level of fluency in Japanese
Lived in Kyoto, Japan for seven years; Japanese Language Proficiency Test Level 2

Baking bread

ATTACHMENT B

SAMPLE MONTHLY BILLING DETAIL

TARRANT, GILLIES & RICHARDSON
44 East State Street
Post Office Box 1440
Montpelier, VT 05601-1440
Federal ID 03-0333393

Invoice submitted to:
Town of [REDACTED]

January 31, 2017

Invoice #44254

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
1/30/2017 PSG Preparation for and attendance at hearing on contempt	8.50 150.00/hr	1,275.00
PSG Draft entry order and motion for a special master	1.00 150.00/hr	150.00
PSG Draft discovery, emails	1.00 150.00/hr	150.00
For professional services rendered	<u>10.50</u>	<u>\$1,575.00</u>
Additional Charges :		
1/27/2017 \$Service Service fees-[REDACTED]		61.77
1/30/2017 \$Mileage To and from		70.20
Total costs		<u>\$131.97</u>
Total amount of this bill		<u>\$1,706.97</u>
Previous balance		\$1,640.20
Balance due		<u><u>\$3,347.17</u></u>

TARRANT, GILLIES & RICHARDSON ACCEPTS VISA, MASTERCARD, DISCOVER AND
AMERICAN EXPRESS

ATTACHMENT C

**PROFESSIONAL LIABILITY INSURANCE
DECLARATIONS PAGE**



EVANSTON INSURANCE COMPANY

LAWYERS PROFESSIONAL LIABILITY INSURANCE DECLARATIONS

THIS IS A CLAIMS MADE POLICY. THE AMOUNTS INCURRED AS DEFENSE EXPENSES WILL REDUCE THE LIMIT OF LIABILITY. PLEASE READ THIS ENTIRE POLICY CAREFULLY.

POLICY NUMBER: LA809235

RENEWAL OF POLICY: LA808574

Named Insured and Mailing Address (No. Street, Town or City, County, State, Zip Code)

TARRANT, GILLIES & RICHARDSON, LLP

44 E STATE ST

MONTPELIER, VT 05602

Policy Period: From 12/16/2017 To 12/16/2018

at 12:01 A.M. Standard Time at the address of the Named Insured shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Limits of Liability	
A. Each Claim:	\$2,000,000
B. Policy Aggregate:	\$2,000,000

Deductible	
A. Each Claim:	\$10,000
B. Aggregate:	\$10,000

Retroactive Date	
Retroactive Date:	FULL PRIOR ACTS

Premium For Policy Period	
\$28,107	

Premium For Extended Reporting Period	
100% for 12 months; 150% for 24 months; 200% for 36 months; or 300% for 60 months	

Producer Number, Name and Mailing Address	
74499 Synergy Professional Associates, Inc. 100 Passaic Ave. Ste. 145 Fairfield, NJ 07004	

The company issuing this policy has not been licensed by the State of Vermont and the rates charged have not been approved by the Commissioner of Insurance. Any default on the part of the insurer is not covered by the Vermont Insurance Guaranty Association.

Endorsements

Forms and Endorsements applying to this Policy and made part of this Policy at time of issue:

SEE MDIL 1001 ATTACHED

These Declarations, together with the Policy, Endorsement(s), Application, and any other attachments complete the above numbered Policy.

Countersigned: _____ 12/15/2017

DATE

By:



AUTHORIZED REPRESENTATIVE

From: Daniel Richardson <drichardson@tgrvt.com>
Date: October 2, 2018 at 8:27:12 PM EDT
To: Evan Teich <eteich@essex.org>
Subject: Essex Town and Village Merger Legal Work

Dear Evan,

It was a pleasure to speak with you today about the work that the Town and Village are pursuing in exploring a municipal merger. I am pleased to offer my services to both municipal corporations to facilitate the process. As we discussed, my understanding is that I would be retained jointly by the Town and the Village to provide legal support and assistance to the joint committee that is exploring the merger or to whatever joint entity succeeds the Committee in this respect. In providing legal assistance for the Committee, I would report to you, as joint manager for the Village and Town, and I would take direction from your office. This would give your office the power to either approve or limit the amount of work that I perform in conjunction with the Committee. I would propose billing at our firm's municipal rate of \$150 per hour.

As we further discussed, I understand that I would be asked to provide legal opinions, drafting, counsel, and/or research in the following areas:

1. Potential governance structures of a merged Village/Town and the compliance with Vermont municipal law, including, but not limited to, representational v. at-large governance structures, the need for limited special districts.
2. Potential legal structures to address existing debt held by one of the municipal entities and how to address potential future infrastructure or cost issues.
3. Designating successors to assets or liabilities held by the Town or Village.
4. Crafting any necessary documents and/or language in support of any proposed changes, including, but not limited to, proposed charter amendments, memorandums, opinions, explanatory material, etc.
5. Working to identify and/or address any areas likely affected by a merger, including but not limited to zoning issues, emergency services, economic development, or transportation services.
6. Communicating with counsels for the Town and Village.
7. To develop a public process to create public engagement.
8. To develop a merger proposal with the greatest likelihood of success in the legislature.
9. Any and all related issues that may arise in the process.

Please let me know if this is an acceptable framework for the Town and Village, and I will draft a formal retainer agreement for the Town and Village to sign.

Again, I look forward to working with you, the Village, and the Town on this project.

Best,

Dan

Daniel P. Richardson
Tarrant Gillies & Richardson
44 East State Street
P.O. Box 1440
Montpelier, Vt. 05601-1440
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2017 Village of Essex Junction Resident Survey – 330 responses as of 4/18/17 (7% response rate)

Please indicate whether you **strongly agree, agree, disagree, strongly disagree, or have no opinion** about the following statements. (Comments are bulleted.)

Quality of Life, Taxes, and Development

1. The Village should promote mixed use development (residential and business) in all commercial areas of the Village.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
14%	47%	18%	10%	11%

- Continue to work with Smart Growth VT
- See enclosed article on community benefit agreements
- Say what?
- Not sure (at this point). Think it is a lost cause.
- Totally depends on what kinds of businesses you want to bring in!
- Business only
- I do not approve a vape shop within walking distance from h.s.
- But responsibly
- Responsibly
- When you build, make sure there are interested tenants – not helpful to overbuild
- We do not understand the ramifications of this approach to city planning

2. I approve of the development that's been taking place in the Village center and believe it should continue.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
13%	35%	24%	23%	5%

- Ugly
- Essex Jct. is starting to look like Winooski
- Ugly!! 5 Corners: way too busy before this monstrosity
- We are beginning to look like Winooski
- 1 building
- I hate the albatross you've allowed built at the 5 corners!
- 5 corners is ruined
- Especially that eyesore that replaced the bank – out of place, too big
- Brooklyn Junction
- If you mean the ugly monstrosity that used to be the Chittenden Bank
- Not sure
- Depends on where and how big
- The eyesore at 5 corners
- Not aesthetically pleasing, an eyesore makes me sad, it does not maintain its historical or small community character and I've never understood why – who approves the eyesores? Too late now
- Too many condos; not enough parking; the McGillicuddy's sign is awful
- Tear down ugliness
- New building horrible and no parking
- But not at the size of current development
- Traffic horrible
- New building too tall
- New building too large
- Not sure, some yes, some no

3. The Village has incorporated the Design Five Corners plan into the Land Development Code. The Village should maintain its historical, small community character by following this plan to balance the needs of local businesses and future economic development with the needs of local residents.

Strongly Agree 28%	Agree 55%	Disagree 5%	Strongly Disagree 4%	No Opinion 8%
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- Something must be done about 5 corners traffic. It is getting worse and new businesses/apartments will make it worse. 5 corners is UGLY.
- Not familiar with “Design Five Corners” plan
- Closing off Main Street is a terrible idea - it’s not Church Street. Traffic would just back up worse if you cut off an artery.
- Already failed on this
- However, the Crescent Connector is the wrong approach. It will add more congestion with additional traffic lights.
- What happened to that small community character
- More traffic lights with the Crescent Connector will mean more frustrated drivers making more dangerous driving maneuvers - a problem now
- Except I don’t know what the plan is
- Giant taxes – we’re running out of money!
- But you have already lost the small community and historical character on the village center with that monstrosity and butt ugly 4 story building @ 5 corners. Not enough parking! No green space
- Although too late with that monstrosity!
- The apartments, etc. at 5 Corners is a disappointment
- There is a huge lack of parking in the entire Village Center and that should be a priority
- The Village should maintain its historical, small community character!!!
- It’s too late! You ruined the country character of the Village.
- Hell no!
- What was built at 5 corners this year does not maintain the above described character
- Not have the large building at 5 corners
- I do not want Robin on this work. He is not good at his job. Robin spends zero time out in this community looking at it. Please remove him.
- We do not like the new building height allowances!
- Historical? I think you have created a tired, old, depressed mill-town in Essex Jct. You should spend more time on what you will do when Global Foundries leaves.

4. Village government should work to bring more businesses to the downtown.

Strongly Agree 24%	Agree 55%	Disagree 10%	Strongly Disagree 3%	No Opinion 8%
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- Central downtown
- If I were a newcomer traveling through E. Jct., I would have wonder, “What’s going on here?” Tons of traffic, ugly large building, train tracks, Police 2x/day to allow school kids to travel safely...Nothing about it is attractive. Top this off with the extra cars/people from the UGLY building!! I love Martones but rarely go there because of traffic. What to do? Too Late. Connector should have been built.
- No room
- It’s not a true downtown - it’s a block and a half
- Small businesses would be ok
- You mean that coffee shack on Main St.

- That would depend on what kind of business! We've got enough nail salons, fast food, smut/smoke/pawn shops!
- Depends on where and how big
- No parking space!
- Agree - unless you're giving tax credit/subsidize/variances that are not in community benefit
- No opinion because I don't trust the Trustees. This is true of most questions here.
- Not unless traffic is addressed
- Just fill the stores that are empty
- Not too many

5. The Trustees should pursue bonding to rehabilitate the train station.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
19%	42%	15%	10%	14%

- Surcharge every train ticket sold
- Not familiar enough with this issue to say
- Let Government, Amtrak and Freight do this
- Not sure – need more info
- Should be moved to an area that accommodates parking!
- Need to know more
- What would be the economic benefit vs. cost of rehab?
- The Village doesn't own the train station and taxpayers should not have to pay for it
- Is this necessary? That would change my answer
- Why us? Why not Amtrak?
- Agree, after investigating how a downtown Burlington station would affect EJ
- Agree, bus stop
- The Village shouldn't put tax dollars into private property
- Please pursue this!
- Parking: consider parking enforcement around Amtrak station

6. The Essex Police, fire departments, and local governments should make a renewed effort to publicize public safety and emergency response plans.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
16%	58%	4%	1%	21%

- If plans available, don't know what they are
- No need
- Need more info
- I think we have great access to public safety/services now
- What kind of emergencies?
- Doing a good job now

Municipal Services

7. I am satisfied with the quality of maintenance of Village roads, sidewalks, bike paths, and parks.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
11%	50%	23%	16%	0%

- Sidewalk plow chewing up people's lawns

- Horrible roads and sidewalks!
- Sidewalks are terrible
- Bike paths and parks are fine – roads and sidewalks are abominable!
- Need better sidewalks with trees, etc. in downtown areas
- Would like to see Village and/or homeowners keep shrubs cut back to allow use of the full width of bike path/sidewalk
- 2A South
- Pearl Street the busiest street and last to be fixed
- Agree most of the time
- Sidewalk plows should be more considerate of home owners lawns!
- Sidewalks are crumbling
- Roads – no; sidewalks, bike paths and parks – yes
- Five corners roads have been a worsening disgrace for ten years, at least. Winter roads should be cleared/treated 7/24 – why aren't they? Important people work at night, too.
- Roads are the worst!
- Roads and sidewalks – they are terrible!!
- The village does a poor job. The town highway dept. does a great job.
- Paving of Maple St., Mansfield Ave. to name a few, still have to dodge the manholes
- Roads – disagree; sidewalks, bike paths and parks – agree
- Mostly roads
- Parts of Pearl St. road has been bad
- The roads in the Junction suck
- You need to re-surface Pearl St. in Essex Jct.
- Need to pave Rt. 15, Brickyard Rd. and North St. All of it and Park St.
- Roads are real bad, been that way for yrs.
- Bike paths missing on Pearl St. Others often unkept.
- Roads
- I wish there was even a stronger one. The road and sidewalks are a JOKE!!
- Sidewalks on West St. are underwater and/or a tripping hazard. No drainage on West St. so if you are walking, passing cars splash you.
- Sidewalks on West St. need improvement, “no asphalt” especially in St. Lawrence Church area. Plowing could be better. The plows that push the snow are inadequate. Sidewalks are being ruined by our salting.
- Concern about age of pipes
- Sidewalks need attention
- Roads and sidewalks are a mess
- Roads
- Roads are neglected
- Poor road conditions, poor sidewalk conditions, poor sidewalk snow plowing
- Rotate sidewalks plowed. It's only fair.
- Strongly agree – thank you!
- Some sidewalks are in great shape but some need help, especially on older streets
- More bike paths
- Pearl St. needs lots of help!
- Sidewalks have not been cleared of snow like they used to be in years past
- Could be better
- Snow removal is not bad. The road surfaces are a mess.

8. I am satisfied with the quality of Village water and sewer services.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
26%	66%	4%	2%	2%

- Quarterly bills have just about doubled our previous water bills
- Not aware of any current issues
- Albeit, too expensive compared to other towns
- My water bill has doubled, and counting, since the new fee structure, which punishes low users and does not encourage water conservation
- Stop fluoride, remove chloramine. Pipe system???
- Service ok. Price is too high.
- Something has changed the past 6 months – tastes funny!
- Costs are very high
- South St. to Cascade St. storm drain problems

9. I am satisfied with the quality of the services being provided to the Village by the Town.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
7%	53%	12%	3%	25%

- Which services?
- I am not sure what the town does for the village that the village doesn't already do
- Unsure what they are
- The village is part of the town and no services are provided to the village by the town
- Not sure
- What is the quality??
- Am not interested in joining town
- Hard to say when I'm still trying to decipher which services the town provides us
- Delineate please! More info needed
- We are not represented fairly!
- Don't know what they provide
- Like what? Indian Brook Reservoir
- Police doing good!

10. I am satisfied with the quality of Village administration services (Village office, planning and zoning).

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
10%	61%	13%	4%	12%

- Need better zoning reps and consistency
- Sometimes yes, sometimes no, depends on the service
- Planning/Zoning: bad choice at 5 corners
- Please merge with town
- Redundant with town
- Again, the eyesore at 5 corners
- Planning Department seems to favor developers and not existing community
- Not enough transparency
- Disagree, if 5 corners development is a sample of planning/zoning!
- Strongly disagree – planning and zoning

- Not happy with 5 corners building at former Chittenden Bank. Village spent many thousands of dollars to rehab original building then allowed 5 story modern building across the road
- Not a fan of our Village Planner. Please get a new one.

11. I am satisfied with the quality of the Brownell Library.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
40%	45%	2%	1%	12%

- Too expensive for taxpayers
- Merge with town
- 5 corners is a deterrent
- Overpriced
- Love the Brownell
- Do a study on library costs compared to costs in VT and US. It's way overpriced for services offered and used. Way, way, way too expensive. I prefer the town library.
- It needs to be less stuffy
- Great quality, but expensive. Do we need 2 great libraries?

12. I am satisfied with the quality of programs offered by Essex Junction Recreation & Parks (EJRP).

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
32%	48%	3%	3%	14%

- I would strongly agree if they weren't so expensive
- Would be nice to have more Preschool activities: We did soccer in Essex town because EJRP didn't. I hope the merger has more offerings!
- Merge with town
- More adult options – very weak for a town our size
- Behavioral issues are not screened or considered or enforced!
- Pools are too small/limited number of enrollment for number of children in Village and Town
- Should charge non-residents more for pool use and programs. \$5 or \$10 difference is nothing.
- Love EJRP
- There is a lot of kids/teens and seniors...but not in between!
- Summer programs great for kids, but...
- Don't want many changes to affect families

Village-Town Consolidation Efforts

Essex Junction is an incorporated village within the Town of Essex. Village residents share the cost of Town municipal services with Town residents outside the Village. Village residents must also pay the full cost of services provided by the Village government. The ongoing effort to consolidate municipal services by the Village Trustees and Town Selectboard are intended to address this disproportionate tax burden. If carried to its logical conclusion, this effort could result in the eventual end of the Village of Essex Junction as a distinct municipality. To help the Trustees understand how to proceed with consolidation efforts, please indicate whether you **strongly agree, agree, disagree, strongly disagree, or have no opinion** with the following statements.

- We have voted multiple times in the past to not “become one” with the Town, and to remain a Village. Yet thru consolidation, we keep inching our way to “becoming one”. This is frustrating.
- Not enough info to decide
- This “quiet consortium” seems to violate voter “preference” against Town/Village consolidation

13. The Village community should resist further efforts to consolidate services with the Town.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
14%	10%	26%	47%	3%

- Must consolidate
- Strongly agree if there is more drama!
- The Village is in a very disadvantaged position because of the Selectboard member who conspires with other town residents against both boards and the Village
- Agree, under current circumstances

14. Essex Junction's historic identity as a chartered Vermont village should be preserved even if it prevents full consolidation and tax equity with the Town of Essex.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
14%	23%	25%	30%	8%

- Consolidation should preserve this identity, while creating tax equity. Both can happen!
- Village should stop paying taxes for Essex Town unless it brings down taxes for both
- Just consolidate!
- Historical identity should be preserved regardless – this is irresponsible
- How are these mutually exclusive?
- What does that even mean?
- Hmm...I like this idea...what does this mean money wise
- Not an easy answer – don't know – no opinion!
- We need to reduce costs!
- Clean up the town, pave the roads, attract businesses to strengthen tax base, no one cares about historic identity. They care about having a vital, flourishing town.

15. The Trustees and Selectboard should proceed with consolidation efforts until complete tax equity is achieved, even if it means the end of the Village as a separate municipality.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
28%	32%	16%	18%	6%

- Can't it still be referred to as a village while merged?
- Not sure
- Strongly agree if TOV residents & SB Wrenner & Cook are on board; strongly disagree if they will continue to fight it
- Strongly disagree: Again – no trust after what you did at Five Corners – who got paid off?
- Merger might be best but also might never happen
- Not without vote to do so!

16. The recent vote to consolidate recreation departments was approved by Village residents but defeated by Town-outside-the-Village residents. I believe the Village should take no further steps to consolidate recreation departments with the Town of Essex even if it prevents full Village-Town consolidation.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
15%	20%	29%	28%	8%

- Would like to consolidate but eventually not have a separate tax

- Confusing question
- Has the town vote rationale been published for the defeat?
- Double negatives not good in surveys
- It is “Town” move now
- This question wildly exceeds average reading level!
- Try again – 1 more time
- Would like consolidation without separate tax district
- Consolidate everything
- Concerned about Wrenner/Cook gutting EJP
- Find another method
- Consolidation is fine, but the S.T.D. was not the way to go
- Not at this time
- But no separate tax entity
- If it reduces costs, then consolidate
- Work on it

17. I would prefer to see tax equity achieved in some way that preserves the Village’s identity as a separate entity within the Town of Essex.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
27%	30%	17%	12%	14%

- Don’t know where you’re going with this
- Not sure
- Never mind equity – lower taxes so people can afford to live
- It would be best to be one community
- Agree if possible
- Strongly agree but don’t see how that could happen
- Either merge completely or separate. Should re-investigate separation.
- The village will always be the town center in spite of Lang Farm Center

18. The Trustees should petition the Vermont Legislature to allow the Village to become a completely independent community from the Town of Essex. Residents in each community would then pay taxes only for those services provided by their local governments.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
19%	18%	25%	29%	9%

- Would like as much consolidation has possible – crazy to duplicate services when avoidable – but would like strong voice in planning and zoning issues.
- Would need to see overall tax and service impact
- Get rid of the Charter
- Would like to know more about this
- They should be merged or completely separate
- This is dumb – why do what we have been doing – transfer of services. Plus, we have been there and done that!
- We need to become one entity called “Essex”
- This is an option I have never considered. I need more information before I form an opinion. How would the school merger impact this, for example?
- Yes! If consolidation is not possible. Merge or split!
- Is this a real question? What a joke! Grow up
- If the town keeps resisting, to heck with them. Let’s move on

- I'm increasingly dismayed by the attitudes of the Town Selectboard toward the Village residents (as least as portrayed in the press). It is as if they forget we help subsidize their services. I can't imagine a separate Village would save money, but it would feel better.
- First and foremost to above
- Need more info
- Village taxpayer since 1962. General fund taxes way out of line. Probably the only way it could happen.
- Agree if the Town and Village cannot join
- It's much more than that! (Strongly disagree)
- If no merge then yes separate them
- Doesn't make sense. Would that mean establishing separate fire and police depts. for example?
- Check tax outlook – maybe not so bleak now
- YES!
- I want our history and differences acknowledged not ignored. I would be for unification if it weren't for the animosity of late (Wrenner especially) and for overall ignorance of and no "care" to know our different needs and desires than those of town (e.g., walking, town-like nature vs. country/suburb, zoning, etc.)
- Let's compare costs for both options

Misc. comments not connected to a question:

- Concerning the Champlain Valley Expo: In 2012 they paid (to Village) \$15,000 in lieu of property taxes. I would hope this amount is increased each year. They have an extraordinary "deal" considering what Village residents deal with during event time.
- Re-front Pearl St. strip malls; it is a pretty dumpy looking town. X-mas tree was a joke. Just use the one in the center park.
- The Selectboard should stop allowing shooting guns in Essex. We are now a suburb with too large of a population.

Memo

To: Essex Selectboard, Village Trustees, and Evan Teich, Municipal Manager

From: Ally Vile, EPR and Brad Luck, EJRP

Date: September 17, 2018

Re: Co-Locating the Recreation Departments

We would like to explore the concept of co-locating Essex Parks and Recreation (EPR) and Essex Junction Recreation and Parks (EJRP) at 75 Maple Street. The general idea is that we would continue to exist as two departments, but under one roof. There would be one office, one phone number, one brochure, one website, and one registration system. We would eliminate duplication for recreation users and simplify their access to services. With a need to work together on programming and marketing, there would be much collaboration, but staff would retain their existing roles and responsibilities (with the exception of the front desk staff). There would be better integrated planning and relations. We would need to align policies and procedures so that there was one set of guiding practices. This would not result in combining departments, and there would still be two separate budgets, but would improve efficiency and cost-effectiveness. This intermediary step would preserve identity and maintain a high level of service.

We feel that this could impact a variety of other departments and efforts, so we wanted to get this on everyone's radar. Here are some things to consider:

- How could/would all the recreation personnel fit at 75 Maple Street?
- If the EPR space was vacated at 81 Main Street, how would it be utilized?
 - Note: if departments were moved from 2 Lincoln Street, then that would raise an additional question of how would 2 Lincoln Street be utilized?
- What would be the budget and tax implications of co-locating?
- How would co-locating affect non-resident status for Town outside the Village participants?
- How would program access be determined?
- What would the roles look like for the current administrative assistant (EPR) and office coordinator (EJRP) if we were co-located? How would they be supervised and evaluated?
- How would new programs be accounted for – revenues and expenses?

If we were able to answer all of these questions and make it all work, a September 1 start would be ideal. If we considered September 1, 2019, it is critical that these discussions happen before or simultaneous to the development of the FY20 budget.

We would like to get a pulse of each board to know if this is something that we should invest time and energy in exploring. And if so, what are some additional questions they would like addressed in this exploration?

Recommendation

We recommend that recreation and other municipal staff invest time and energy in exploring the concept of co-locating Essex Parks & Recreation and Essex Junction Recreation & Parks at 75 Maple Street, starting in September 2019.

Memo

To: Essex Selectboard, Village Trustees, and Evan Teich, Municipal Manager

From: Ally Vile, EPR and Brad Luck, EJRP

Date: September 17, 2018

Re: Alignment of Recreation Departments

Below please find a schedule of planned discussions about aligning the recreation departments.

September 19, 10a.m.-12p.m.

Administration: registrations, program fees, cancellations, refunds, waivers, scholarships, program numbering scheme, noteworthy budget items, capital planning, vendors, review budget line items

Staff included in discussion: Ally, Nicole, Brad, Caitlin

November 14, 10a.m.-12p.m.

Parks & Facilities: parks ordinances, facility rental application, facility use fees, maintenance practices

Staff included in discussion: Ally, Kenny, Brad, Harlan, Matt

January 16, 10a.m.-12p.m.

Personnel: full-time pay grades, seasonal & part-time pay rates, full-time job descriptions, hiring, training, evaluations, paid holidays

Staff included in discussion: Ally, Brad

March 13, 10a.m.-12p.m.

Programs: brochures & timeline, shared programming, program overlap, programs that could benefit from a joint approach, website management, social media

Staff included in discussion: Ally, Adriane, Betsy, Brad, Kirsten, Pat, Lindsay

Additionally, in an effort to help our staff to get to know each other, we have three opportunities scheduled for some bonding:

October 17, 9:30a.m.-12p.m.: Parks tour & personality assessments

December: Social outing

March 27, 10a.m.-12p.m.: Organizational Culture Assessment

MEMORANDUM

To: Town of Essex Selectboard/Village of Essex Junction Trustees

From: Lauren Morriseau, Finance Director

Re: Town of Essex/Village of Essex Junction Purchasing Policy

Date: October 11, 2018

Issue

The issue is to ask the Boards to adopt the Town of Essex/Village of Essex Junction Purchasing Policy.

Discussion

Both the Selectboard and the Trustees have reviewed and commented on the draft Town of Essex/Village of Essex Junction Purchasing Policy. Requested changes have been incorporated into the document. You are being provided a copy with no markup and one with the changes in red for a final review. If all changes have been made staff asks that the both Boards adopt the policy at this time.

Cost

There is no cost to this issue.

Recommendation

It is recommended that the Town of Essex Selectboard and Village of Essex Junction Trustees adopt the Town of Essex/Village of Essex Junction Purchasing Policy.

2018

Town of Essex/Village of Essex Junction

Purchasing Policy

EFFECTIVE DATE: _____

Town of Essex/Village of Essex Junction Purchasing Policy

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PURCHASING POLICY
TOWN OF ESSEX (TOWN)/VILLAGE OF ESSEX JUNCTION (VILLAGE)

Adopted _____ 2018

GENERAL

Purpose. The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Town of Essex and the Village of Essex Junction at the lowest possible price, to exercise financial control over the purchasing process, to promote efficiency in the procurement process, to assure realization of the principles of competitive purchasing, to clearly define authority for the purchasing function, to allow equitable opportunity among qualified suppliers, and to provide for increased public confidence in the procedures followed in public purchasing.

Affirmative Action and Local Preference. Whenever possible, qualified small, minority and women-owned businesses shall be included in the solicitation lists for bids or non-bid purchases. If the purchase is federally funded in whole or in part, minority and women owned businesses must be included in the solicitation lists and all other affirmative action requirements outlined in the grant provisions must be followed. The Town/Village may exercise a preference for local ~~businesses~~ (located in the Town of Essex) ~~businesses~~ for purchases funded exclusively by the Town or Village if the local manufacturer's or

Town of Essex/Village of Essex Junction Purchasing Policy

vendor's bid is within 5% of the lowest bid. For purchases funded in whole or in part with federal funding, the Town/Village may not exercise a preference for local businesses.

Code of Conduct. Employees, officers and agents of the Town or Village who are involved in the procurement and selection of bids and purchases shall make reasonable efforts to avoid real, apparent, or potential conflicts of interest. No employee, officer or agent of the Town/Village shall participate in selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or personal interest in the firm/vendor selected for award:

- the employee, officer or agent,
- any member of the employee's, officer's or agent's immediate family,
- the employee's, officer's, or agent's partner, or
- an organization which employs, or is about to employ, any of the foregoing.

An employee, officer or agent of the Town/Village who is involved in the procurement and selection of a bid or purchase and who has a real or apparent conflict of interest must disclose that conflict of interest, as appropriate for staff to the Unified Manager, or within the context of a duly-warned Town Selectboard/Village Board of Trustees meeting that occurs before the bid selection or purchase takes place. Such disclosure must be documented in the minutes for that meeting which shall be retained as part of the official record surrounding the bid or purchase.

Officers, employees and agents of the Town/Village will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. An exception is made for de minimis benefits less than \$50.00 in value. In the event of an anonymous gratuity provided to the officers, employees or agents of the Town, the anonymous gratuity shall be donated to a charitable organization.

Officers, employees and agents who fail to follow the above Code of Conduct may be sanctioned or disciplined, to the extent permitted by law, for violations of the above standards.

Documentation. Records documenting the procurement process for any Minor, Moderate or Large purchases, as those terms are defined in this policy, shall be included as part of the documentation accompanying the approved vendor invoice. (If there will be more than one invoice for the purchase, the documentation will accompany the initial invoice). These files will be maintained according to the Finance Department's Retention Schedule for Accounts Payable Invoices. Records documenting Major purchases, as defined in this policy, including the reason for the specific procurement method chosen, the basis for the award and contract pricing (showing evidence that the process was equitable), as well as any other significant decisions that were part of the procurement process shall be maintained for a period of at least three years from the date of the submission to the Federal government of the final expenditure report, if the purchase or project was funded with federal grants, or until the completion of any litigation, claim, negotiation, audit, or other action involving the records, whichever is longer. Otherwise, records shall be maintained by the Town/Village in accordance with the retention and disposition schedules as set by the Vermont State Archivist. Bid Documents will be maintained in the Town and Village Central Files by the Assistant to the Manager.

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Use of Public Money.

1. Public money shall be spent for public purposes. This includes, but is not limited to, the purchase of municipal assets, purchase of professional services, making public property improvements, payroll for public officials, community and economic development activities, official municipal functions and business meetings, etc.
2. Any use of public money that has a direct private benefit, including a benefit to a non-profit organization, must have an overriding public benefit and be approved by the Unified Manager and Town Selectboard or Village Trustees or the electorate if determined by the Selectboard or Trustees to warrant electoral ~~electorate~~ consideration.

GENERAL RESTRICTIONS AND GUIDELINES

All purchases shall be made in accordance with the policies prescribed in this Purchasing Policy. Any agreement made contrary to these policies shall not be binding on the Town or Village.

General Provisions/Restrictions

- Vermont sales tax is not to be charged on any purchase. The applicable- tax-exempt numbers should be given to the vendor before the sale is completed.
- No personal purchases may be made using Town/Village funds or Town/Village charge/vendor accounts.
- Only Town/Village employees and approved volunteers, with Purchasing Agent's authorization, may purchase utilizing Town/Village funds or Town/Village charge/vendor accounts.
- Purchases must be charged to the proper general ledger account, regardless of budget availability in that particular line item.
- Alcohol may not be purchased with Town/Village funds, except in specific situations within the Police Department (liquor investigations, DUI training,

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- undercover operations, etc.).
- No multi-year financing obligations (i.e. space rentals, copier leases, etc.) may be entered into without the review and concurrence of the Finance Director and the Unified Manager.

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PURCHASING AUTHORITY AND THRESHOLDS POLICY

Purchasing Authority.

Purchasing Agents. The following employees are designated to act as Purchasing Agents for the Town and/or Village:

The Unified Manager, Deputy Town Manager, Assistant Village Manager/Finance Director, all Department Heads, all employees so designated by the Unified Manager or a Department Head. Purchasing Agents are responsible for ensuring that the best possible price and quality are obtained with each purchase and Purchasing Agents shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services and to ensure that no Vermont sales tax is paid. Purchasing Agents shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

Purchasing Thresholds

Definition of Term “amount of the budget” or “budget authorized”. Throughout the section on Purchasing Thresholds, the terms “amount of the budget”, or “budget authorized” are used to establish an upper limit of purchase authority. These terms refer to the following:

- 1) Within the General Fund of each municipality: The amount approved within the General Fund for each Department.
- 2) Within Enterprise (i.e. Utility or Recreation Department Program) Funds’ ~~(Utility Funds, Recreation Department Program Funds)~~ budgets of each municipality: The amount approved in the Enterprise Funds budgets by the Selectboard or Trustees.
- 3) Within the Capital Accounts: The amount available for a specific project or projects as defined within the approved Capital Plan for each community.

Further, it is noted that the Unified Manager has the authority to exceed these amounts up to the limits defined in the respective Town and Village Charters.

Incidental Purchases. Incidental Purchases are defined as purchases with a value up to \$500. Employees who have been designated to act as Purchasing Agents by their Department Head may make purchases of up to \$500 without prior approval, provided those purchases are limited to the amount of the budget authorized by the Town/Village.

Routine Purchases. Routine Purchases are defined as purchases with a value between \$500 and \$2,000. Employees who have been designated to act as Purchasing Agents by their Department Head may make Routine Purchases only with approval of the Department Head, provided those purchases are limited to the amount of the budget authorized by the Town/Village.

Minor Purchases. Minor Purchases are defined as purchases with a value between \$2,000 and \$5,000. Employees who have been designated to act as Purchasing Agents may make Minor Purchases with prior approval of the Department Head and are limited to the amount of the

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budget authorized by the Town/Village. Competitive quotes from at least three vendors should be obtained either orally or in writing, unless the purchase is made in an emergency or unless three vendors that sell the good or service cannot be found.

Moderate Purchases. Moderate Purchases are defined as purchases with a value between \$5,000 and \$10,000. Department Heads may make Moderate Purchases ~~and are~~ limited to the amount of the budget authorized by the Town/Village. For all Moderate Purchases, price and rate quotations shall be obtained from at least three qualified vendors to ensure that the Town/Village has received a fair and reasonable price, unless the purchase ~~is made~~ in an emergency or unless three vendors that sell the good or service cannot be found. Vendors will be selected based on the same criteria as noted under the criteria for bid selection under the Competitive Bidding Policy. ~~Competitive quotes from at least three vendors shall be obtained unless the purchase is in an emergency or unless three vendors that sell the good or service cannot be reasonably found.~~

Large Purchases. Large Purchases are defined as purchases with a value between \$10,000 and \$40,000. The Unified Manager may make Large Purchases, ~~and is~~ limited to the amount of the budget authorized by the Town/Village. ~~Competitive quotes from a least three vendors shall be obtained unless the purchase is in an emergency or unless three vendors that sell the good or service cannot be found.~~ The Unified Manager has the authority to delegate Large Purchases to department heads if such delegation is deemed necessary for the orderly conduct of business as determined by the Unified Manager. For all Large Purchases, price and rate quotations shall be obtained from at least three qualified vendors to ensure that the Town/Village has received a fair and reasonable price unless the purchase ~~is made~~ in an emergency or unless three vendors that sell the good or service cannot be reasonably found. Vendors will be selected based on the same criteria as noted under the criteria for bid selection under the Competitive Bidding Policy.

Major Purchases. Major Purchases are defined as purchases with a value over \$40,000. All Major Purchases shall require a formal (sealed) bid process, unless waived under this Policy by the Unified Manager due to time constraints (i.e., an emergency) or by the Town Selectboard/Village Trustees due to a lack of available suitable contractors to bid. The Unified Manager shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services. Contracts for Major Purchases shall be awarded by the Town Selectboard/Village Board of Trustees as appropriate. The Unified Manager shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors or bidders, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

If federal funding is used for purchases between \$3,000 (\$2,000 in the case of construction projects subject to Davis Bacon requirements) and \$150,000, price or rate quotes must be obtained from two or more qualified sources following the affirmative action provision of this policy and all provisions regarding fair and unrestricted competition.

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Major Purchases -with a value of \$40,000 or more, or construction projects of any value that are funded with federal dollars, must follow a sealed bid process as outlined below and also follow any procurement guidance as outlined in the grant agreement. In addition, a pricing analysis must be completed by the purchasing agent or a qualified consultant prior to issuing the request for proposal to ensure that there is a reasonable estimate against which to compare bid proposal pricing. In cases where grant dollars are involved, the requirement of the grant will take precedence.

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SIGNATURE AUTHORIZATION POLICY FOR VENDOR INVOICES

All vendor invoices must be approved by the Department Head of the purchasing department. The Department Head of the purchasing department may delegate vendor approval signature authority to one or more of the department’s employees.

Signature authority is granted on an individual basis. All departments shall keep current a list of designated staff authorized to approve Town/Village expenditures. A Signature Authorization Form must be retained as backup to the list, and a copy of the list and the Forms must be submitted to the Finance Department at the beginning of each fiscal year. If employees are added or deleted during the year, this information must be conveyed to the Finance Department whenever the change is made. The authorizations must be approved by the appropriate Department Head.

- A. The Finance Department shall be responsible for deleting signature authority for terminated employees. Should authority need to be revoked prior to termination, the applicable department shall be responsible for notifying the Finance Department.
- B. All changes and additions to the Signature Authorization List must be submitted in writing and must include the related Signature Authorization Forms with the following information for each authorized employee:

- Name of employee
- Employee ID #
- Title
- Authorization Amount
- Effective Date
- Employee signature and initials
- Name of Employee delegating authorization (Department Head)
- Signature of Employee delegating authorization (Department Head)

The Signature Authorization Form is **Attachment A** to this Policy

- C. Unless signature authorization has been formally delegated, no employee shall sign on behalf of another otherwise authorized employee. Written notification of delegation must be sent to Finance.

COMPETITIVE BIDDING POLICY

Sealed Bid Process. The sealed bid process shall be initiated by the issuance of a Request for Bids prepared for the Town Selectboard/Village Trustees by the Unified Manager or their designee. Notice of the Request for Bids shall be made by letters to known providers ~~soliciting bid responses;~~ advertisements posted in the Town Clerk's office, the Village office ~~and,~~ on the Town and Village web pages; and advertisements in a local newspaper such as the Burlington Free Press or the Essex Reporter or Seven Days. In lieu of newspaper advertisement, a bidding service for advertising bids may be utilized. Grants may require the use of specific advertisement procedures ~~that must be utilized for grant compliance.~~

Bid Specifications. A list of bid specifications shall be prepared for each purchase over \$40,000 and shall be available for inspection at the Town office, the Village office, other designated Town or Village offices such as Public Works offices or at other designated locations as set forth in the bid documents (i.e., engineering firms, bid service locations, State contract services, etc.). Bid specifications shall include:

1. Bid name.
2. Bid submission deadline.
3. Date, location, and time of bid opening.
4. Specifications for the project or services including quantity, design, and performance features.
5. Bond and/or insurance requirements.
6. A copy of the proposed contract and any other required contract documents.
7. Any special or general requirements/conditions applicable to the project or purchase.
8. Delivery or completion date.
9. For construction projects, language that sets a requirement for a bid guarantee in the amount of 5% of the bid price from all bidders, as well as performance and payment bonds in the amount of 100% of the contract price from the contractor awarded the bid. If federally grant funded, the bidders must also include costs for Davis Bacon compliance if that is a requirement of the federal agency providing the funding.
10. For federally funded construction projects over \$2,000, a statement that contractors will be provided with a copy of the most current wage determination (from the DOL website at <http://www.wdol.gov/dba.aspx>) and must comply with the Davis Bacon Act.
11. Language that reserves for the Town Selectboard/Village Trustees the right at their sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's/Village's interest. The Town Selectboard /Village Trustees reserve the right to investigate the financial condition of any bidder to determine his or her ability to assure service throughout the term of the contract.
12. A request for at least three (3) qualified references applicable to the work being bid.
13. **Cancellation** – An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part, when it is found to serve the best interest of the Town/Village. The reasons therefore shall be made part of the contract file. All specifications issued by the Town/Village shall state that the solicitation may

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be cancelled in whole or in part when rejection or cancellation is in the best interest of the Town/Village. Notice of cancellation shall be sent to all vendors solicited.

Once a Request for Bids has been issued, the bid specifications will be available for inspection at the Town or Village office and/or at other locations as noted previously.

Standardized Format: The Town and Village shall utilize standard bid formats for construction projects using documents as contained in the Town or Village Public Works Specifications, utilizing either a simplified or detailed format, or as composed of forms and requirements stipulated by federal or state agencies when grant funds are utilized. (See Model Bid and Pricing Forms below)

Bid Submission. All bids must be submitted in sealed envelopes, addressed to the Town or Village in care of the Unified Manager or their designee, and plainly marked with the name of the bid, the time of the bid opening, and the location of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened. Any bid with errors in the bidding or missing required forms at the time of the bid opening may be rejected without further consideration.

Bidders shall bid to specifications and any exceptions must be noted by the bidder. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on their own behalf without connection with or obligation to any undisclosed person or firm.

Bid Opening. Every bid received prior to the bid submission deadline will be publicly opened and read aloud by the Unified Manager or designated employee/agent. The bid opening will include the name and address of bidder; for lump sum contracts, the lump sum base bid and the bid for each alternate; for unit price contracts, the unit price for each item and the total, if stated; and the nature and the amount of security furnished with the bid if required. At time of bid opening, an apparent low bidder may be identified but no award can be made until bids are checked for accuracy/completeness and the approving authority has granted approval to a bidder.

Criteria for Bid Selection. In evaluating bids, the Unified Manager will consider the following criteria:

1. No vendor may bid on a project if they owe any delinquent Town or Village payments including but not limited to taxes, water/sewer, miscellaneous receivables, etc. Purchasing agent shall consult with Finance Department regarding this issue prior to award of bid.
2. Prices.
3. Bidder's ability to perform within the specified time limits.
4. Bidder's experience and reputation, including past performance for the Town/Village.
5. Quality of the materials and services specified in the bid.
6. Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
7. Bidder's financial responsibility.
8. Bidder's availability to provide future service, maintenance, and support.
9. Nature and size of bidder.

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10. Contract provisions that are acceptable to the Town/Village.
11. For construction projects over \$2,000 that use federal funds, contractor's indication of acceptance of wages in the current wage determination provided as part of the Request for Bids.
12. Any other factors that the Unified Manager determines are relevant and appropriate in connection with a given project or service.

In addition to the above, in the case of a contract supported by federal funds, the additional criteria shall apply:

13. There shall be no preference exercised for local contractors or suppliers.
14. Minority and women-owned businesses must be included in the solicitation list for the request or proposal.
15. The Unified Manager will not select a bidder who is listed on the Excluded Parties List System website (<https://www.sam.gov>).
16. The Unified Manager or designee will recommend a bid award for approval by the Town Selectboard/Village Trustees.

Addendums/Change Orders. If specification changes are made prior to the close of the bid process, the Request for Bids will be amended and notice shall be sent to all bidders who have requested and/or received contract plans/specifications for the project. All bidders must acknowledge receipt of any bid amendments made at least 5 days prior to the bid opening for the bid to be a valid bid. Once a bid has been accepted, if changes to the specifications become necessary, the Unified Manager will prepare a change order specifying the scope of the change. Once approved, the contractor and an authorized agent of the Town/Village must sign the change order, if the revised bid is to be accepted.

Bid Protest. Any bidder who is aggrieved with the awarding of a contract may protest in writing to the Unified Manager. All protests must be submitted in writing within three (3) business days after the bid award. The Unified Manager shall send the aggrieved party a written decision within ten (10) business days. Appeals may be made to the Selectboard/Trustees within three (3) business days of receipt of the Manager's decision.

MODEL BID AND PRICING FORMS

1. The Unified Manager shall be responsible for the development and use of Model Bid and Pricing Forms for all municipal departments throughout the Town and Village. The intent is to standardize the documents being utilized on purchases where either competitive pricing or bids are required by the Purchasing Policy.
2. There are a range of documents to be utilized to cover all purchases from informal quotations to formal bid projects. These documents may need to be routinely changed in format from time to time and, therefore, their specific content has not been made as defined documents under the Purchasing Policy.
3. The general types of documents are:
 - a. A simplified standard form that is used for documenting small dollar value quotations

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- b. A format to be used for developing services contracts, where the Town or Village defines the scope of work to be included and contracts to perform this work are generally developed by the vendor with reference to the scope.
 - c. Simplified formal bid documents that don't require full provision contracts that follow the AIA or similar full format.
 - d. Complete bid documents for major projects that require the full package of AIA, ~~like~~ such as conditions, formal change orders, detailed technical specifications and the like.
 - e. Contract documents required by grants that must comply with the specific requirements of the grantee.
4. Deviations from the standardized formats may be needed on specific purchase or contracts. If a deviation is determined necessary, the pricing form or bid document must be reviewed by the Unified Manager or their designee before the competitive pricing is sought.
 5. Model Bid and Pricing Forms are **Attachment B** to this policy.

PRE-QUALIFICATION FOR SINGLE PROJECT

Alternately, the Unified Manager may require pre-qualification for a project estimated to exceed \$250,000. The Unified Manager shall prepare an invitation to submit a pre-qualification statement. The invitation to submit pre-qualification should include:

1. Location, time and place for receiving pre-qualification statements. Deadline for submittal shall be not less than ten (10) calendar days following the date of the first advertisement. Late submittals shall not be accepted.
2. A general description of the project, including a general estimate of project costs.
3. Require the general contractor to submit an AIA (American Institute of ~~Architects~~Architects) document A305 (Contractor's Qualification Statement) for building projects.
4. If ~~project is~~ not a building project, the contractor shall submit a qualification statement specific to the discipline of the project involved.
5. The right of the Town/Village, through its Unified Manager, to reject any and all pre-qualification statements, if such action is deemed in the best interest of the Town/Village.
6. The Unified Manager shall determine eligible bidders in consultation with the architect or engineer and send written notice to each bidder at least thirty (30) calendar days prior to the proposed bid opening.
7. Vendors denied pre-qualification may appeal, in writing, to the Town Selectboard/Village Trustees within ten (10) calendar days of the denial of pre-qualification by the Unified Manager.
8. The Unified Manager shall invite all contractors that have been determined to be pre-qualified to bid not less than ten (10) business days prior to the bid opening. All bids shall be publicly opened and read aloud by the Unified Manager, or their designee, and shall have a witness.

PRE-QUALIFIED VENDOR LIST

1. In recognition of the state bid process, goods and services may be purchased without a formal bid process or competitive solicitation if purchased through the State bid or other qualified governmental/municipal agency bid. In addition, The Unified Manager or designee shall have

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authority to join with other governmental bodies to the extent authorized in cooperative purchasing in the best interest of the Town/Village, notwithstanding any provisions of this Policy.

2. The Town and Village department heads maintain lists of pre-qualified vendors for a variety of work utilized by their departments. Department Heads ~~of departments that exist~~ in both Town and Village will share their lists with their sister departments. Some types of work that are appropriate for these lists are:
 - a. Bridge and large culvert repair/replacement
 - b. Storm and sewer pipe system inspection/cleaning
 - c. Road striping
 - d. Paving and or surface treatments (municipal roads)
 - e. Paving and or surface repairs (surfaces other than roads)
 - f. Roadside mowing
 - g. Winter snow removal
 - h. Roadway repair, slopes, small culverts, erosion repair
 - i. Installation of water meters
 - j. Roof repairs (any type)
 - k. Catch basin and manhole repairs
 - l. Utility excavation and repair
 - m. Curbing and sidewalk repair
 - n. Surveying services
 - o. Engineering planning, design and construction inspection services
 - p. Irrigation
 - q. Fencing
 - r. Others as needed
3. These pre-qualified lists won't be exclusive and will not bar any vendor from submitting a quote.
4. Pre-qualified vendors will not need to submit qualification information in vendor selection and will be used for cost estimates.

EXCEPTIONS. The following exceptions may apply, however there must be written documentation created and maintained that outlines the process and rationale for such exceptions:

Competitive Proposals. If time does not permit the use of sealed bids, or the award will be made on the basis of non-price related factors, a competitive proposal process shall be initiated by the issuance of a Request for Bids (RFB) or Request for Qualifications (RFQ) prepared by the Unified Manager or designee that includes the factors that will be used to evaluate and compare the proposals. Bids or qualifications shall be obtained from an adequate number of qualified sources (at least three vendors) to ensure that the Town/Village has received a fair and reasonable price and all notification and record keeping requirements of the sealed bid process shall be followed. If professional services, such as 2 but not limited to, architectural, engineering or legal services, 2 are being solicited, this process should be used with the most qualified firm for the project or individual awarded the bid, 2 and price or fees negotiated after the award. If competitive proposals are used, all of the above steps in the sealed bid process should be

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followed except that: 1) the bid submission need not be sealed; and 2) price will not be the primary factor in the proposal selection.

Sole Source Purchases. A purchase may be awarded without competition when the Department Head and Unified Manager determine, after conducting a good faith review of available sources, that there is only one qualified source for the required supply, service or construction or that one source is uniquely qualified for a service due to experience or knowledge of the project. Sole source purchases or contracts may be awarded by the Unified Manager, if under \$40,000. If the Town Selectboard/Trustees determine that there is only one possible source for a proposed purchase of more than \$40,000, it may waive the bid process and authorize the purchase from the sole source.

Federally funded non-competitive purchases for \$150,000 or more require a cost analysis to determine the reasonableness of the proposed pricing and should be completed in accordance with the requirements of the federal or state agency issuing the grant funding.

Recurring Purchases. If the total value of a recurring purchase of a good or service is anticipated to exceed \$40,000 during any fiscal year, the bid process shall be utilized and shall specify the recurring nature of the purchase. Once a bid has been accepted, all future purchases shall be made from that bidder without necessity of additional bids, until such time as the Town Selectboard/Trustees vote to initiate a new bid process. Purchase authority for recurring purchases will be at the Department Head level following acceptance of a bid contract.

Maintenance of buildings, vehicles and equipment: It is recognized that the municipality uses certain qualified contractors to maintain its buildings, vehicles and equipment. Any single maintenance project over \$40,000 shall be put out to bid, unless otherwise waived by the Town Selectboard or Village Trustees in the case of an emergency.

Repair parts: Purchase of repair parts is acknowledged to often be a unique purchase requirement, often necessitated by the need to purchase from a sole source vendor.

Emergency Purchases. The Town Selectboard or Trustees may award contracts and make purchases for the purpose of meeting the public emergency without complying with the bid process. An emergency situation shall be defined as one which threatens:

- a. The lives or health of the people
- b. The property of the Town/Village or the ~~citizens-residents~~ of the Town/Village
- c. The delivery of necessary services to the ~~citizens-residents~~ of the Town or Village
- d. Compliance with permits

The Unified Manager or designee shall approve all requests for emergency purchases over \$40,000. The Town Selectboard/Trustees shall be notified of all purchases of over \$40,000 made under this emergency clause within 48 hours of the transaction. The Unified Manager shall be notified of all emergency purchases made without prior approval within 24 hours. Emergency expenditures may include immediate repair or maintenance of Town/Village property, vehicles, or equipment if the delay in such repair or maintenance would endanger

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persons or property or result in substantial impairment of the delivery of important Town or Village services.
Emergency purchases are costly and every effort should be made to avoid them.

DEPARTMENTAL EXCEPTIONS

The Town/Village recognize that some departments have specific purchases which are particular to that department. The following guidelines apply only to the department indicated and supersede all policies thus far listed in this policy.

Public Works

1. Road gravel/winter sand: Due to the limited number of available pits with material that meets specifications, the Town/Village will periodically obtain analyses of the various pit materials, obtain quotes on the basis of a cost/cubic yard or ton at the pit and also delivered to the Town/Village. The Town/Village may then make a decision for purchase based upon quality of material, availability, cost, workload of the municipal trucks, etc.
2. Winter road salt: The price of this material is set within each State Highway District by competitive bid. To ensure continuing availability of the product throughout the winter, the Town/Village will split the purchase between at least two vendors.

Wastewater Treatment Facility (WWTF)

1. Bulk Chemical Purchases: It is recognized that the WWTF purchases its process chemicals through a consortium of municipalities. All purchases shall be approved by the Water Quality Superintendent or their designee.
2. Sludge Dewatering: Sludge is a by-product of the wastewater treatment process. Cost is due to dewatering and disposal. The more water that is removed from the sludge, the cheaper the disposal and total sludge management cost. The most reliable way to remove water is to use a mobile high solids centrifuge. The only firm that offers the service to the region is P&H Senesac Inc. In recognition of this single source, the municipality exempts sludge dewatering from the bid process and authorizes the Water Quality Superintendent to negotiate a contract with P&H Senesac Inc. for sludge dewatering for such time as P&H Senesac remains the single source for this service in the region.
3. Polymers: Polymers are proprietary and application varies from bench testing to application. Use of the wrong polymer can be very costly in the performance of its application.
4. Other Specialty Products

PROFESSIONAL SERVICES. The bid process shall not apply to the selection of providers for services that are characterized by a high degree of professional judgment and discretion including legal, financial, auditing, risk management, engineering, planning, and insurance services.

Town Attorney – In accordance with the Town of Essex Charter [Section 117-206 \(a\)\(3\)](#), the Town Attorney shall be appointed by the Town Selectboard. [Staff's or the general public's use of paid legal counsel shall be authorized by the Unified Manager. The Selectboard shall coordinate their use of legal counsel through the Unified Manager, except when the Selectboard is conducting an investigation into](#)

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the conduct of the Unified Manager or considering removal of the Unified Manager in accordance with Section 117-209(b)(1) of the Town Charter. The Unified Manager shall have the right to retain outside legal counsel if the Town Attorney has a conflict of interest or determines it is in the best interest of the Town.

Village Attorney – In accordance with Section 2.09 (b) of the Essex Junction Village Charter, Trustees approval shall be required for the Manager’s appointment of the Village Attorney. Staff’s or the general public’s use of paid legal counsel shall be authorized by the Unified Manager. The Board of Trustees shall coordinate their use of legal counsel through the Unified Manager, except when the Trustees are conducting an investigation in accordance with Section 2.06 of the Village Charter or considering removal of the Unified Manager in accordance with Section 4.03 of the Village Charter. The Unified Manager shall have the right to retain outside legal counsel if the Village Attorney has a conflict of interest or determines it is in the best interest of the Village.

Village Engineer – In accordance with Section 2.09 (b) of the Essex Junction Village Charter, Trustees’ approval shall be required for the Manager’s appointment of the Village Engineer. Such appointment shall be on an annual basis and can be further defined through a contractual agreement for services with a designated engineer. The Unified Manager shall have the right to obtain outside engineering assistance if the Village Engineer has a conflict of interest or the Unified Manager determines it is in the best interest of the Village, or if such work falls outside any contractual agreement for services.

Village Auditors - In accordance with Section 2.07 of the Essex Junction Village Charter, the Village Trustees may designate an accountant or firm annually or for a period not exceeding three years, provided that the designation for any particular fiscal year shall be made no later than 30 days after the beginning of such fiscal year.

Town/Village Joint Auditors – Notwithstanding Section 2.07 of the Village of Essex Junction Charter, the Town and Village will submit a joint Request for Services whenever the Town and Village decide to change auditors.

LEASES. All leases that will exceed \$40,000 over the life of the lease or require the Town or Village to indemnify or hold another party harmless shall be approved by the Town Selectboard/Village Trustees. All leases that will not exceed \$40,000 over the life of the lease or require the Town or Village to indemnify or hold another party harmless shall be approved by the Unified Manager. Multiple department leases shall be consolidated when appropriate (e.g., copier leases, equipment leases).

CONTRACTS

1. All contracts for services or construction shall contain the following indemnification and hold harmless language unless waived by the Unified Manager:
The contractor shall and does hereby agree to indemnify, save harmless and defend the Town/Village from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property caused by the contractor, ~~his~~ their employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including

Town of Essex/Village of Essex Junction Purchasing Policy

(but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character in any way attributable to or asserted against the Town or Village, or the Town or Village and the Contractor, or which the Town or Village may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of the Town/Village and/or the sole negligence of the Town's/Village's agents, servants or employees, then and only then, the Contractor shall not be liable under the provisions of this paragraph.

2. Only the Unified Manager is allowed to sign contracts on behalf of the Town or Village. The Unified Manager, however, may delegate this authority, including the authority to make payments under the contract, on a case by case basis.
3. A copy of all Contracts will be given to the Unified Manager and to the Finance Director.

REAL PROPERTY

In accordance with §117-103 of the Town of Essex Charter and in accordance with §1.06 of the Essex Junction Village Charter, the Town or Village may acquire property within or without their respective corporate limits for any Town or Village purpose, in fee simple or any lesser interest or estate, by purchase, gift, or lease, and may sell, lease, mortgage, hold, manage and control such property as their interest may require. The Town or Village may further acquire property within their corporate limits by condemnation where such authority is granted by the State of Vermont.

GRANTS

1. All grant applications in the name of the Town of Essex or Village of Essex Junction that financially bind either municipality should be approved by the Town of Essex Selectboard or the Village of Essex Junction Trustees respectively prior to grant application submittal. In no event shall a grant be accepted without Selectboard or Trustee approval.
2. Any grant application in the name of the Town of Essex or Village of Essex Junction that does not require a financial match must be approved by the Unified Manager.

FUNDRAISING

All fundraising in the name of and accounted for by either the Town of Essex or Village of Essex Junction must be approved by the Town of Essex Selectboard or the Village of Essex Junction Trustees respectively.

RESTRICTED GIFTS

All restricted gifts in the name of and arranged for by either the Town of Essex or Village of Essex Junction must be approved by the Town of Essex Selectboard or the Village of Essex Junction Trustees respectively.

DISPOSAL OF PROPERTY/ASSETS

Town of Essex/Village of Essex Junction Purchasing Policy

The Unified Manager is authorized to approve the sale or transfer of Town or Village property estimated to be valued at less than \$40,000. The Town Selectboard or Village Trustees shall approve the sale, disposal or transfer of property estimated to be worth more than \$40,000. Nothing in this section is meant to preclude a department from disposing of material with no value or limited value under \$100 unless covered by other policies. The Brownell Library and the Essex Free Library shall have the power to sell books or purge them, as necessary, with proceeds from any sale being donated to the Brownell Foundation or the Friends of the Essex Free Library, respectively.

INSURANCE

1. The insurance requirement for contractual services over \$40,000 shall be a combined single limit of two million dollars (\$2,000,000) aggregate for general liability and property damage including vehicle coverage, unless otherwise modified by the Unified Manager. Prior to the commencement of work, the bidder shall give the Finance Director a certificate from the insuring company indicating that such policies have been issued and are in force and that said insurance companies agree to notify the Town/Village Finance Director at least thirty (30) days prior to the date of termination of or change in said policies.
The Town or Village may seek up to **five million dollars (\$5,000,000)** in insurance coverage for work of a value that would deem the additional coverage appropriate.
2. If a service provider is a sole proprietor or partner owner(s) of an unincorporated business exempt from carrying Workers' Compensation insurance under the provisions of 21 VSA § 601(14), prior to commencing work for the Town/Village they must agree to sign the Non-Employee Work Agreement and the Liability Hold-Harmless Agreement (**Attachment C**) with the Town of Essex/Village of Essex Junction to affirm that :
 - They are not an employee of the Town of Essex or Village of Essex Junction
 - They are working independently
 - They have no employees
 - They have not contracted with other independent contractors
 - They understand they have the right to purchase workers compensation insurance and have elected not to do so.
 - They hold the Town/Village harmless for any injury or death ~~their company they~~ causes or any damage to property ~~their company they~~ cause,s
3. If a service provider is a sole proprietor or partner owner(s) of an unincorporated business, they should provide a business card or the name of their ~~company~~ website in addition to the Non-Employee Work Agreement and the Liability Hold-Harmless Agreement.
4. All service providers are required to enter into a written contract for the services they provide to the Town/Village. If a Department Head waives this requirement they must acknowledge that their department will be responsible for the Workers Compensation insurance the Town/Village will be required by our insurance carrier to provide for that contactor.
5. All vendors must provide a completed W9 form prior to commencement of work for the Town/Village.
6. In limited cases, sole source contractors who work off-site may be waived from the requirement of signing the ~~H~~hold ~~H~~harmless ~~A~~agreement on the advice of the Town/Village attorney.

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NEW SERVICE VENDORS

Whenever a new vendor is engaged to deliver services to the Town or Village, the Department Head must obtain a certificate of insurance or the hold harmless agreement, a contract, and a W9 prior to the commencement of work by the vendor.

CREDIT CARD USE POLICY

Departmental and Municipal Major Credit Cards

General

Town/Village Corporate Credit Cards are a streamlined approach to pay for point-of-sale, invoiced purchases, online purchases, recurring charges that can only be paid for by direct debit or a credit card (e.g., software recurring charges), and to pay for business-related travel expense in the most cost-effective manner possible. Credit cards facilitate efficient purchases both online and in local retail stores, and in some cases, are the only payment accepted by a vendor. The use of a Town/Village Credit Card is a privilege and should be treated as such.

The Town and Village both issue credit cards to Department Heads for departmental use. The Village also possesses a Village credit card that can be used by various Village Departments.

Authorization for Use of Departmental or Village Municipal Credit Card

Employees must be authorized by the Supervisor and Department Head based upon both the need for a credit card and the card limits.

Card Use

Department Heads are responsible for knowing the dollar limits per transaction and per statement period for their Credit Card, and to use the Credit Card appropriately within those limits.

Users must verify the availability of the item being charged when placing a telephone, fax, or online order. Back orders should not be charged until time of shipment. Verification is needed such that the combined price and freight charge being charged is under the approved level of signature authority dollar limit. Users need to verify that Vermont sales tax is not being charged.

When placing an order by phone, fax, or online, the **receiver's name (purchaser)** must be put on the shipping label or packing list to expedite delivery and a receipt requested to be sent with the purchase. All charges will require a receipt be attached to the monthly statement. If using the Village Corporate Master Card, the card must be signed in and out of the Village Office and a receipt (with AP stamp completed) must be submitted to Finance when the card is returned.

Town of Essex/Village of Essex Junction Purchasing Policy

The Internet may be used to place orders only when the receiving/contacted web site is secure. To determine whether a web site is secure, purchasers need to look for a closed padlock on the lower right-hand corner of the screen, or at the web site address. If the padlock is open or non-existent, the web site is not secure and should not be used for placing orders. If the web site address is "https:", the site is secure, if the address is "http:" (no "s"), the site is not secure.

If merchandise is to be returned, the purchaser needs to verify that the vendor will credit the credit card account. A copy of the credit slip/voucher needs to be requested and submitted with the monthly statement.

If an attempt to make a Credit Card transaction is denied, the purchaser must contact the Finance Department (802-878-1359) -immediately to resolve the problem.

Unacceptable Uses

- Charges for personal or non-business related goods or services. ~~When-If~~ a personal charge is discovered it must be immediately brought to the attention of Finance and reimbursement be made to the Town/Village for the personal purchase.
- Purchases over the individual's signature authority limit. Dividing an order to satisfy this limit is not allowed.
- Cash advances, traveler's checks, or the use of ATM machines.
- Fuel for personal vehicles. (Reimbursement for mileage shall be made on the Travel Authorization Form at the current IRS reimbursement rate.)
- ~~Charges for personal or non-business-related goods or services.~~

-Transaction Allocation

Upon receipt of the monthly statement, cardholders shall confirm all transactions are legitimate, attach all receipts to the statement, obtain Department Head or Department Head designee approval on each purchase, and return the statement to Finance ASAP. Please note – the actual itemized receipt is required for meal purchases (not just the summary amount on the signature slip typically provided at restaurants).

If a receipt is lost, or was never provided by the vendor, a "Missing Credit Card Receipt Form" (**Attachment D**) shall be completed, signed by the supervisor, and forwarded to Finance to be attached to the monthly statement.

-Personal – Non-business Charges

In the event that personal or non-business related items are accidentally charged on the Town/Village card, reimbursement to the Town/Village shall be made by submitting a personal check payable to the Town of Essex/Village of Essex Junction, with a note attached showing the account to be credited. This reimbursement must be completed at the time of statement reconciliation or before. Repeated occurrences of personal or non-business related items being charged to the card and/or intentional misuse of the credit card may result in

Town of Essex/Village of Essex Junction Purchasing Policy

charging privileges being revoked and disciplinary action taken.

-Disputing Charges

If there is a dispute about a transaction, the cardholder should first try to resolve it with the merchant. If an item has been charged but has not been received, contact the merchant to verify shipment date. If the item has been or will be shipped soon, it is recommended that the charge be paid at the time of the statement. If charges are paid but not received by the next statement, contact the Finance Department for assistance in resolving the problem.

-Change in Employment Status

The cardholder (Department Head) will surrender possession of their card upon termination of employment. The cardholder may be asked to surrender the card at any time deemed necessary by the Finance Director, or the Unified Manager.

-If Card is Lost or Stolen

Keep the card in a safe place at all times. Contact the Finance Department (802-878-1359) immediately if the card is lost or stolen.

Local Merchants Charge Cards and Revolving Charge Accounts

In addition to the Major Departmental Credit Cards and the Village Major Credit Card, the Town/Village also have charge cards for local vendors and charge accounts that are paid by statement. **Attachment E** is a list of local merchant cards and local charge accounts.

Authorization for Use of Local Merchant Charge Cards

Employees must be authorized by the Department Head or the Department Head designee to use a local merchant charge card or charge account.

Card or Account Use

Merchant charge cards are available at the Town Finance Office or at the Village Administration Office. Users must log the card out when they take it and log it back in when they return it. The log entry must contain the date the card was used and the name of the Merchant Card being used. As soon as the user has completed their purchase the card is to be returned to Finance or Village Administration. The receipt for the purchase should then be signed and coded by the Department Head or Department Head designee and forwarded to the Finance Department as soon as possible. When the billing statement for the merchant is received, Finance will match the receipt(s) to the statement. **Users need to verify that Vermont sales tax is not being charged at the time of purchase.**

If merchandise is to be returned, the purchaser needs to verify that the vendor will credit the account. A copy of the credit slip/voucher needs to be requested and submitted to Finance with the department's authorized signature and coding.

Town of Essex/Village of Essex Junction Purchasing Policy

Unacceptable Uses

- Personal items may not be purchased with Merchant Charge Cards

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Town of Essex/Village of Essex Junction Purchasing Policy

The foregoing Policy is hereby adopted by the Selectboard of the Town of Essex, Vermont, this ___ day of _____ and is effective as of this date until amended or repealed.

Chair, ~~person~~ Town of Essex Selectboard

The foregoing Policy is hereby adopted by the Trustees of the Village of Essex Junction, Vermont, this ___ day of _____ and is effective as of this date until amended or repealed.

President, Essex Junction Board of Trustees

Town of Essex/Village of Essex Junction

Signature Authorization Form

Department Submitting Form _____

Department Head Name (Printed) _____

Name of Employee (Printed) _____

Employee ID# _____

Employee Title _____

\$ Authorization Amount _____

Effective Date of Authorization _____

Employee Signature & Initials _____

Department Head Signature _____

MODEL BID AND PRICING FORMS

ATTACHMENT B

UNDER DEVELOPMENT

NON-EMPLOYEE WORK AGREEMENT

Under 21 VSA § 601 (14) (F), sole proprietors and partner owners of an unincorporated business whose work: is distinct and separate from the municipality’s work; who control the means and manner of the work performed; hold themselves out as in business for themselves; hold themselves out for work for the general public and do not perform work exclusively for or with another person; and are not treated by the municipality as an employee for purposes of income or employment taxation with regard to the work performed; are not considered workers or employees of the municipality.

To be completed by Municipality:

- Work to be performed _____
- Written contract? (circle one) **Yes No**
If yes, attach a copy of the contract. If no, Stop! Cannot use this form.
- Beginning and end date of work: _____
- Could this work be considered a normal municipal function? _____
- Is this type of work also performed by a town employee? _____
- Do you have necessary equipment (owned, leased, rented, borrowed or shared) to perform this work?

To be completed by Contractor:

Undersigned, sole proprietor, or partner owner of an unincorporated business, of _____ (name of business), of _____ (business address), hereby certify that I am aware of my right to purchase Workers’ Compensation insurance and have elected to purchase Workers’ Compensation coverage as described below, or not to purchase Workers’ Compensation insurance coverage: (Check one)

Undersigned, hereby attests I have procured Workers Compensation Insurance Coverage from: Carrier: _____ Effective Dates: _____ to _____ Limits of Liability: _____ (Attach a valid Certificate of Insurance)

Undersigned, hereby attests that I am a sole proprietor, or partner owner of an unincorporated business, and as such am not considered to be a worker or employee under the provisions of 21 VSA § 601 (14).

I affirm that:

- I am not a worker or employee of _____ (municipality);
- I am working independently;
- I have no employees; and
- I have not contracted with other independent contractors;
- I understand that I have the right to purchase workers compensation insurance, and I have elected not to purchase workers compensation insurance coverage.

Date: _____ Print Name: _____ Sign Name: _____

Municipal Representative Signature: _____

(See other side for Liability Hold Harmless Agreement)

LIABILITY HOLD-HARMLESS AGREEMENT

**for use with
Sole Proprietors and Owner Partners of Unincorporated Businesses**

In consideration of the agreement of TOWN OF ESSEX (municipality) to engage my company and me to perform certain services for the Municipality, (company) and I agree, and for myself/ourselves and my/our heirs, executors and administrators agree to indemnify, defend and hold forever harmless TOWN OF ESSEX (municipality) its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person, including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the company or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the company, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the premises of TOWN OF ESSEX (municipality).

Valid, current, certificate of insurance is attached.

Date: _____

Print Name: _____

Witness: _____

Sign Name: _____

(See other side for Non-Employee Work Agreement)

Purchasing Policy
Attachment D

Town of Essex/Village of Essex Junction
Missing Credit Card Receipt Form

Card Holder _____

Card # _____

Date of Purchase _____

Amount of Purchase: _____

Description of and purpose for Purchase:

Authorized Signature: _____ Date Signed: _____

Town of Essex/Village of Essex Junction

Purchasing Policy

EFFECTIVE DATE: _____

Town of Essex/Village of Essex Junction Purchasing Policy

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**PURCHASING POLICY
TOWN OF ESSEX (TOWN)/VILLAGE OF ESSEX JUNCTION (VILLAGE)**

Adopted _____ 2018

GENERAL

Purpose. The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Town of Essex and the Village of Essex Junction at the lowest possible price, to exercise financial control over the purchasing process, to promote efficiency in the procurement process, to assure realization of the principles of competitive purchasing, to clearly define authority for the purchasing function, to allow equitable opportunity among qualified suppliers, and to provide for increased public confidence in the procedures followed in public purchasing.

Affirmative Action and Local Preference. Whenever possible, qualified small, minority and women-owned businesses shall be included in the solicitation lists for bids or non-bid purchases. If the purchase is federally funded in whole or in part, minority and women owned businesses must be included in the solicitation lists and all other affirmative action requirements outlined in the grant provisions must be followed. The Town/Village may exercise a preference for local businesses (located in the Town of Essex) for purchases funded exclusively by the Town or Village if the local manufacturer's or vendor's bid is within 5% of the lowest bid. For purchases funded in whole or in part with federal funding, the Town/Village may not exercise a preference for local businesses.

Code of Conduct. Employees, officers and agents of the Town or Village who are involved in the procurement and selection of bids and purchases shall make reasonable efforts to avoid real, apparent, or potential conflicts of interest. No employee, officer or agent of the Town/Village shall participate in selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or personal interest in the firm/vendor selected for award:

- the employee, officer or agent,
- any member of the employee's, officer's or agent's immediate family,
- the employee's, officer's, or agent's partner, or
- an organization which employs, or is about to employ, any of the forgoing.

An employee, officer or agent of the Town/Village who is involved in the procurement and selection of a bid or purchase and who has a real or apparent conflict of interest must disclose that conflict of interest, as appropriate for staff to the Unified Manager, or within the context of a duly-warned Town Selectboard/Village Board of Trustees meeting that occurs before the bid selection or purchase takes place. Such disclosure must be documented in the minutes for that meeting which shall be retained as part of the official record surrounding the bid or purchase.

Officers, employees and agents of the Town/Village will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. An exception is made for de minimis benefits less than \$50.00 in value. In the event of an anonymous

Town of Essex/Village of Essex Junction Purchasing Policy

gratuity provided to the officers, employees or agents of the Town, the anonymous gratuity shall be donated to a charitable organization.

Officers, employees and agents who fail to follow the above Code of Conduct may be sanctioned or disciplined, to the extent permitted by law, for violations of the above standards.

Documentation. Records documenting the procurement process for any Minor, Moderate or Large purchase, as those terms are defined in this policy, shall be included as part of the documentation accompanying the approved vendor invoice. (If there will be more than one invoice for the purchase, the documentation will accompany the initial invoice). These files will be maintained according to the Finance Department's Retention Schedule for Accounts Payable Invoices. Records documenting Major purchases, as defined in this policy, including the reason for the specific procurement method chosen, the basis for the award and contract pricing (showing evidence that the process was equitable), as well as any other significant decisions that were part of the procurement process shall be maintained for a period of at least three years from the date of submission to the Federal government of the final expenditure report, if the purchase or project was funded with federal grants, or until the completion of any litigation, claim, negotiation, audit, or other action involving the records, whichever is longer. Otherwise, records shall be maintained by the Town/Village in accordance with the retention and disposition schedules as set by the Vermont State Archivist. Bid Documents will be maintained in the Town and Village Central Files by the Assistant to the Manager.

Use of Public Money.

1. Public money shall be spent for public purposes. This includes, but is not limited to, the purchase of municipal assets, purchase of professional services, making public property improvements, payroll for public officials, community and economic development activities, official municipal functions and business meetings, etc.
2. Any use of public money that has a direct private benefit, including a benefit to a non-profit organization, must have an overriding public benefit and be approved by the Unified Manager and Town Selectboard or Village Trustees or the electorate if determined by the Selectboard or Trustees to warrant electoral consideration.

GENERAL RESTRICTIONS AND GUIDELINES

All purchases shall be made in accordance with the policies prescribed in this Purchasing Policy. Any agreement made contrary to these policies shall not be binding on the Town or Village.

General Provisions/Restrictions

- Vermont sales tax is not to be charged on any purchase. The applicable tax-exempt numbers should be given to the vendor before the sale is completed.
- No personal purchases may be made using Town/Village funds or Town/Village charge/vendor accounts.
- Only Town/Village employees and approved volunteers, with Purchasing Agent's authorization, may purchase utilizing Town/Village funds or Town/Village charge/vendor accounts.
- Purchases must be charged to the proper general ledger account, regardless of budget availability in that particular line item.
- Alcohol may not be purchased with Town/Village funds, except in specific situations within the Police Department (liquor investigations, DUI training, undercover operations, etc.).
- No multi-year financing obligations (i.e. space rentals, copier leases, etc.) may be entered into without the review and concurrence of the Finance Director and the Unified Manager.

PURCHASING AUTHORITY AND THRESHOLDS POLICY

Purchasing Authority.

Purchasing Agents. The following employees are designated to act as Purchasing Agents for the Town and/or Village:

The Unified Manager, Deputy Town Manager, Assistant Village Manager/Finance Director, all Department Heads, all employees so designated by the Unified Manager or a Department Head. Purchasing Agents are responsible for ensuring that the best possible price and quality are obtained with each purchase and Purchasing Agents shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services and to ensure that no Vermont sales tax is paid. Purchasing Agents shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

Purchasing Thresholds

Definition of Term “amount of the budget” or “budget authorized”. Throughout the section on Purchasing Thresholds, the terms “amount of the budget”, or “budget authorized” are used to establish an upper limit of purchase authority. These terms refer to the following:

- 1) Within the General Fund of each municipality: The amount approved within the General Fund for each Department.
- 2) Within Enterprise (i.e. Utility or Recreation Department Program) Funds’ budgets of each municipality: The amount approved in the Enterprise Funds budgets by the Selectboard or Trustees.
- 3) Within the Capital Accounts: The amount available for a specific project or projects as defined within the approved Capital Plan for each community.

Further, it is noted that the Unified Manager has the authority to exceed these amounts up to the limits defined in the respective Town and Village Charters.

Incidental Purchases. Incidental Purchases are defined as purchases with a value up to \$500. Employees who have been designated to act as Purchasing Agents by their Department Head may make purchases of up to \$500 without prior approval, provided those purchases are limited to the amount of the budget authorized by the Town/Village.

Routine Purchases. Routine Purchases are defined as purchases with a value between \$500 and \$2,000. Employees who have been designated to act as Purchasing Agents by their Department Head may make Routine Purchases only with approval of the Department Head, provided those purchases are limited to the amount of the budget authorized by the Town/Village.

Minor Purchases. Minor Purchases are defined as purchases with a value between \$2,000 and \$5,000. Employees who have been designated to act as Purchasing Agents may make Minor Purchases with prior approval of the Department Head and are limited to the amount of the

Town of Essex/Village of Essex Junction Purchasing Policy

budget authorized by the Town/Village. Competitive quotes from at least three vendors should be obtained either orally or in writing, unless the purchase is made in an emergency or unless three vendors that sell the good or service cannot be found.

Moderate Purchases. Moderate Purchases are defined as purchases with a value between \$5,000 and \$10,000. Department Heads may make Moderate Purchases limited to the amount of the budget authorized by the Town/Village. For all Moderate Purchases, price and rate quotations shall be obtained from at least three qualified vendors to ensure that the Town/Village has received a fair and reasonable price, unless the purchase is made in an emergency or unless three vendors that sell the good or service cannot be found. Vendors will be selected based on the same criteria as noted under the criteria for bid selection under the Competitive Bidding Policy.

Large Purchases. Large Purchases are defined as purchases with a value between \$10,000 and \$40,000. The Unified Manager may make Large Purchases, limited to the amount of the budget authorized by the Town/Village. The Unified Manager has the authority to delegate Large Purchases to department heads if such delegation is deemed necessary for the orderly conduct of business as determined by the Unified Manager. For all Large Purchases, price and rate quotations shall be obtained from at least three qualified vendors to ensure that the Town/Village has received a fair and reasonable price unless the purchase is made in an emergency or unless three vendors that sell the good or service cannot be reasonably found. Vendors will be selected based on the same criteria as noted under the criteria for bid selection under the Competitive Bidding Policy.

Major Purchases. Major Purchases are defined as purchases with a value over \$40,000. All Major Purchases shall require a formal (sealed) bid process, unless waived under this Policy by the Unified Manager due to time constraints (i.e. an emergency) or by the Town Selectboard/Village Trustees due to a lack of available suitable contractors to bid. The Unified Manager shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services. Contracts for Major Purchases shall be awarded by the Town Selectboard/Village Board of Trustees as appropriate. The Unified Manager shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors or bidders, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

If federal funding is used for purchases between \$3,000 (\$2,000 in the case of construction projects subject to Davis Bacon requirements) and \$150,000, price or rate quotes must be obtained from two or more qualified sources following the affirmative action provision of this policy and all provisions regarding fair and unrestricted competition.

Major Purchases with a value of \$40,000 or more, or construction projects of any value that are funded with federal dollars, must follow a sealed bid process as outlined below and also follow any procurement guidance as outlined in the grant agreement. In addition, a pricing analysis must be completed by the purchasing agent or a qualified consultant prior to issuing the request

Town of Essex/Village of Essex Junction Purchasing Policy

for proposal to ensure that there is a reasonable estimate against which to compare bid proposal pricing. In cases where grant dollars are involved, the requirement of the grant will take precedence.

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SIGNATURE AUTHORIZATION POLICY FOR VENDOR INVOICES

All vendor invoices must be approved by the Department Head of the purchasing department. The Department Head of the purchasing department may delegate vendor approval signature authority to one or more of the department’s employees.

Signature authority is granted on an individual basis. All departments shall keep current a list of designated staff authorized to approve Town/Village expenditures. A Signature Authorization Form must be retained as backup to the list, and a copy of the list and the Forms must be submitted to the Finance Department at the beginning of each fiscal year. If employees are added or deleted during the year, this information must be conveyed to the Finance Department whenever the change is made. The authorizations must be approved by the appropriate Department Head.

- A. The Finance Department shall be responsible for deleting signature authority for terminated employees. Should authority need to be revoked prior to termination, the applicable department shall be responsible for notifying the Finance Department.

- B. All changes and additions to the Signature Authorization List must be submitted in writing and must include the related Signature Authorization Forms with the following information for each authorized employee:

- Name of employee
- Employee ID #
- Title
- Authorization Amount
- Effective Date
- Employee signature and initials
- Name of Employee delegating authorization (Department Head)
- Signature of Employee delegating authorization (Department Head)

The Signature Authorization Form is **Attachment A** to this Policy

- C. Unless signature authorization has been formally delegated, no employee shall sign on behalf of another otherwise authorized employee. Written notification of delegation must be sent to Finance.

COMPETITIVE BIDDING POLICY

Sealed Bid Process. The sealed bid process shall be initiated by the issuance of a Request for Bids prepared for the Town Selectboard/Village Trustees by the Unified Manager or their designee. Notice of the Request for Bids shall be made by letters to known providers; advertisements posted in the Town Clerk's office, the Village office, on the Town and Village web pages; and advertisements in a local newspaper such as the Burlington Free Press or the Essex Reporter or Seven Days. In lieu of newspaper advertisement, a bidding service for advertising bids may be utilized. Grants may require the use of specific advertisement procedures.

Bid Specifications. A list of bid specifications shall be prepared for each purchase over \$40,000 and shall be available for inspection at the Town office, the Village office, other designated Town or Village offices such as Public Works offices or at other designated locations as set forth in the bid documents (i.e., engineering firms, bid service locations, State contract services, etc.). Bid specifications shall include:

1. Bid name.
2. Bid submission deadline.
3. Date, location, and time of bid opening.
4. Specifications for the project or services including quantity, design, and performance features.
5. Bond and/or insurance requirements.
6. A copy of the proposed contract and any other required contract documents.
7. Any special or general requirements/conditions applicable to the project or purchase.
8. Delivery or completion date.
9. For construction projects, language that sets a requirement for a bid guarantee in the amount of 5% of the bid price from all bidders, as well as performance and payment bonds in the amount of 100% of the contract price from the contractor awarded the bid. If federally grant funded, the bidders must also include costs for Davis Bacon compliance if that is a requirement of the federal agency providing the funding.
10. For federally funded construction projects over \$2,000, a statement that contractors will be provided with a copy of the most current wage determination (from the DOL website at <http://www.wdol.gov/dba.aspx>) and must comply with the Davis Bacon Act.
11. Language that reserves for the Town Selectboard/Village Trustees the right at their sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's/Village's interest. The Town Selectboard /Village Trustees reserve the right to investigate the financial condition of any bidder to determine his or her ability to assure service throughout the term of the contract.
12. A request for at least three (3) qualified references applicable to the work being bid.
13. **Cancellation** – An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part, when it is found to serve the best interest of the Town/Village. The reasons therefore shall be made part of the contract file. All specifications issued by the Town/Village shall state that the solicitation may

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be cancelled in whole or in part when rejection or cancellation is in the best interest of the Town/Village. Notice of cancellation shall be sent to all vendors solicited.

Once a Request for Bids has been issued, the bid specifications will be available for inspection at the Town or Village office and/or at other locations as noted previously.

Standardized Format: The Town and Village shall utilize standard bid formats for construction projects using documents as contained in the Town or Village Public Works Specifications, utilizing either a simplified or detailed format, or as composed of forms and requirements stipulated by federal or state agencies when grant funds are utilized. (See Model Bid and Pricing Forms below)

Bid Submission. All bids must be submitted in sealed envelopes, addressed to the Town or Village in care of the Unified Manager or their designee, and plainly marked with the name of the bid, the time of the bid opening, and the location of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened. Any bid with errors in the bidding or missing required forms at the time of the bid opening may be rejected without further consideration.

Bidders shall bid to specifications and any exceptions must be noted by the bidder. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on their own behalf without connection with or obligation to any undisclosed person or firm.

Bid Opening. Every bid received prior to the bid submission deadline will be publicly opened and read aloud by the Unified Manager or designated employee/agent. The bid opening will include the name and address of bidder; for lump sum contracts, the lump sum base bid and the bid for each alternate; for unit price contracts, the unit price for each item and the total, if stated; and the nature and the amount of security furnished with the bid if required. At time of bid opening, an apparent low bidder may be identified but no award can be made until bids are checked for accuracy/completeness and the approving authority has granted approval to a bidder.

Criteria for Bid Selection. In evaluating bids, the Unified Manager will consider the following criteria:

1. No vendor may bid on a project if they owe any delinquent Town or Village payments including but not limited to taxes, water/sewer, miscellaneous receivables, etc. Purchasing agent shall consult with Finance Department regarding this issue prior to award of bid.
2. Prices.
3. Bidder's ability to perform within the specified time limits.
4. Bidder's experience and reputation, including past performance for the Town/Village.
5. Quality of the materials and services specified in the bid.
6. Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
7. Bidder's financial responsibility.
8. Bidder's availability to provide future service, maintenance, and support.
9. Nature and size of bidder.

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10. Contract provisions that are acceptable to the Town/Village.
11. For construction projects over \$2,000 that use federal funds, contractor's indication of acceptance of wages in the current wage determination provided as part of the Request for Bids.
12. Any other factors that the Unified Manager determines are relevant and appropriate in connection with a given project or service.

In addition to the above, in the case of a contract supported by federal funds, the additional criteria shall apply:

13. There shall be no preference exercised for local contractors or suppliers.
14. Minority and women-owned businesses must be included in the solicitation list for the request or proposal.
15. The Unified Manager will not select a bidder who is listed on the Excluded Parties List System **website (<https://www.sam.gov>)**.
16. The Unified Manager or designee will recommend a bid award for approval by the Town Selectboard/Village Trustees.

Addendums/Change Orders. If specification changes are made prior to the close of the bid process, the Request for Bids will be amended and notice shall be sent to all bidders who have requested and/or received contract plans/specifications for the project. All bidders must acknowledge receipt of any bid amendments made at least 5 days prior to the bid opening for the bid to be a valid bid. Once a bid has been accepted, if changes to the specifications become necessary, the Unified Manger will prepare a change order specifying the scope of the change. Once approved, the contractor and an authorized agent of the Town/Village must sign the change order, if the revised bid is to be accepted.

Bid Protest. Any bidder who is aggrieved with the awarding of a contract may protest in writing to the Unified Manager. All protests must be submitted in writing within three (3) business days after the bid award. The Unified Manager shall send the aggrieved party a written decision within ten (10) business days. Appeals may be made to the Selectboard/Trustees within three (3) business days of receipt of the Manager's decision.

MODEL BID AND PRICING FORMS

1. The Unified Manager shall be responsible for the development and use of Model Bid and Pricing Forms for all municipal departments throughout the Town and Village. The intent is to standardize the documents being utilized on purchases where either competitive pricing or bids are required by the Purchasing Policy.
2. There are a range of documents to be utilized to cover all purchases from informal quotations to formal bid projects. These documents may need to be routinely changed in format from time to time and, therefore, their specific content has not been made as defined documents under the Purchasing Policy.
3. The general types of documents are:
 - a. A simplified standard form that is used for documenting small dollar value quotations

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- b. A format to be used for developing services contracts, where the Town or Village defines the scope of work to be included and contracts to perform this work are generally developed by the vendor with reference to the scope.
 - c. Simplified formal bid documents that don't require full provision contracts that follow the AIA or similar full format.
 - d. Complete bid documents for major projects that require the full package of AIA ,such as conditions, formal change orders, detailed technical specifications and the like.
 - e. Contract documents required by grants that must comply with the specific requirements of the grantee.
4. Deviations from the standardized formats may be needed on specific purchase or contracts. If a deviation is determined necessary, the pricing form or bid document must be reviewed by the Unified Manager or their designee before the competitive pricing is sought.
 5. Model Bid and Pricing Forms are **Attachment B** to this policy.

PRE-QUALIFICATION FOR SINGLE PROJECT

Alternately, the Unified Manager may require pre-qualification for a project estimated to exceed \$250,000. The Unified Manager shall prepare an invitation to submit a pre-qualification statement. The invitation to submit pre-qualification should include:

1. Location, time and place for receiving pre-qualification statements. Deadline for submittal shall be not less than ten (10) calendar days following the date of the first advertisement. Late submittals shall not be accepted.
2. A general description of the project, including a general estimate of project costs.
3. Require the general contractor to submit an AIA (American Institute of Architects) document A305 (Contractor's Qualification Statement) for building projects.
4. If not a building project, the contractor shall submit a qualification statement specific to the discipline of the project involved.
5. The right of the Town/Village, through its Unified Manager, to reject any and all pre-qualification statements, if such action is deemed in the best interest of the Town/Village.
6. The Unified Manager shall determine eligible bidders in consultation with the architect or engineer and send written notice to each bidder at least thirty (30) calendar days prior to the proposed bid opening.
7. Vendors denied pre-qualification may appeal, in writing, to the Town Selectboard/Village Trustees within ten (10) calendar days of the denial of pre-qualification by the Unified Manager.
8. The Unified Manager shall invite all contractors that have been determined to be pre-qualified to bid not less than ten (10) business days prior to the bid opening. All bids shall be publicly opened and read aloud by the Unified Manager, or their designee, and shall have a witness.

PRE-QUALIFIED VENDOR LIST

1. In recognition of the state bid process, goods and services may be purchased without a formal bid process or competitive solicitation if purchased through the State bid or other qualified governmental/municipal agency bid. In addition, The Unified Manager or designee shall have

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authority to join with other governmental bodies to the extent authorized in cooperative purchasing in the best interest of the Town/Village, notwithstanding any provisions of this Policy.

2. The Town and Village department heads maintain lists of pre-qualified vendors for a variety of work utilized by their departments. Department Heads in both Town and Village will share their lists with their sister departments. Some types of work that are appropriate for these lists are:
 - a. Bridge and large culvert repair/replacement
 - b. Storm and sewer pipe system inspection/cleaning
 - c. Road striping
 - d. Paving and or surface treatments (municipal roads)
 - e. Paving and or surface repairs (surfaces other than roads)
 - f. Roadside mowing
 - g. Winter snow removal
 - h. Roadway repair, slopes, small culverts, erosion repair
 - i. Installation of water meters
 - j. Roof repairs (any type)
 - k. Catch basin and manhole repairs
 - l. Utility excavation and repair
 - m. Curbing and sidewalk repair
 - n. Surveying services
 - o. Engineering planning, design and construction inspection services
 - p. Irrigation
 - q. Fencing
 - r. Others as needed
3. These pre-qualified lists won't be exclusive and will not bar any vendor from submitting a quote.
4. Pre-qualified vendors will not need to submit qualification information in vendor selection and will be used for cost estimates.

EXCEPTIONS. The following exceptions may apply, however there must be written documentation created and maintained that outlines the process and rationale for such exceptions:

Competitive Proposals. If time does not permit the use of sealed bids, or the award will be made on the basis of non-price related factors, a competitive proposal process shall be initiated by the issuance of a Request for Bids (RFB) or Request for Qualifications (RFQ) prepared by the Unified Manager or designee that includes the factors that will be used to evaluate and compare the proposals. Bids or qualifications shall be obtained from an adequate number of qualified sources (at least three vendors) to ensure that the Town/Village has received a fair and reasonable price and all notification and record keeping requirements of the sealed bid process shall be followed. If professional services, such as, but not limited to, architectural, engineering or legal services, are being solicited, this process should be used with the most qualified firm for the project or individual awarded the bid, and price or fees negotiated after the award. If competitive proposals are used, all of the above steps in the sealed bid process should be followed except that: 1) the bid submission need not be sealed; and 2) price will not be the primary factor in the proposal selection.

Sole Source Purchases. A purchase may be awarded without competition when the Department Head and Unified Manager determine, after conducting a good faith review of available sources, that there is only one qualified source for the required supply, service or construction or that one source is uniquely qualified for a service due to experience or knowledge of the project. Sole source purchases or contracts may be awarded by the Unified Manager, if under \$40,000. If the Town Selectboard/Trustees determine that there is only one possible source for a proposed purchase of more than \$40,000, it may waive the bid process and authorize the purchase from the sole source.

Federally funded non-competitive purchases for \$150,000 or more require a cost analysis to determine the reasonableness of the proposed pricing and should be completed in accordance with the requirements of the federal or state agency issuing the grant funding.

Recurring Purchases. If the total value of a recurring purchase of a good or service is anticipated to exceed \$40,000 during any fiscal year, the bid process shall be utilized and shall specify the recurring nature of the purchase. Once a bid has been accepted, all future purchases shall be made from that bidder without necessity of additional bids, until such time as the Town Selectboard/Trustees vote to initiate a new bid process. Purchase authority for recurring purchases will be at the Department Head level following acceptance of a bid contract.

Maintenance of buildings, vehicles and equipment: It is recognized that the municipality uses certain qualified contractors to maintain its buildings, vehicles and equipment. Any single maintenance project over \$40,000 shall be put out to bid, unless otherwise waived by the Town Selectboard or Village Trustees in the case of an emergency.

Repair parts: Purchase of repair parts is acknowledged to often be a unique purchase requirement, often necessitated by the need to purchase from a sole source vendor.

Emergency Purchases. The Town Selectboard or Trustees may award contracts and make purchases for the purpose of meeting the public emergency without complying with the bid process. An emergency situation shall be defined as one which threatens:

- a. The lives or health of the people
- b. The property of the Town/Village or the residents of the Town/Village
- c. The delivery of necessary services to the residents of the Town or Village
- d. Compliance with permits

The Unified Manager or designee shall approve all requests for emergency purchases over \$40,000. The Town Selectboard/Trustees shall be notified of all purchases of over \$40,000 made under this emergency clause within 48 hours of the transaction. The Unified Manager shall be notified of all emergency purchases made without prior approval within 24 hours.

Emergency expenditures may include immediate repair or maintenance of Town/Village property, vehicles, or equipment if the delay in such repair or maintenance would endanger persons or property or result in substantial impairment of the delivery of important Town or Village services.

Emergency purchases are costly and every effort should be made to avoid them.

DEPARTMENTAL EXCEPTIONS

The Town/Village recognize that some departments have specific purchases which are particular to that department. The following guidelines apply only to the department indicated and supersede all policies thus far listed in this policy.

Public Works

1. Road gravel/winter sand: Due to the limited number of available pits with material that meets specifications, the Town/Village will periodically obtain analyses of the various pit materials, obtain quotes on the basis of a cost/cubic yard or ton at the pit and also delivered to the Town/Village. The Town/Village may then make a decision for purchase based upon quality of material, availability, cost, workload of the municipal trucks, etc.
2. Winter road salt: The price of this material is set within each State Highway District by competitive bid. To ensure continuing availability of the product throughout the winter, the Town/Village will split the purchase between at least two vendors.

Wastewater Treatment Facility (WWTF)

1. Bulk Chemical Purchases: It is recognized that the WWTF purchases its process chemicals through a consortium of municipalities. All purchases shall be approved by the Water Quality Superintendent or their designee.
2. Sludge Dewatering: Sludge is a by-product of the wastewater treatment process. Cost is due to dewatering and disposal. The more water that is removed from the sludge, the cheaper the disposal and total sludge management cost. The most reliable way to remove water is to use a mobile high solids centrifuge. The only firm that offers the service to the region is P&H Senesac Inc. In recognition of this single source, the municipality exempts sludge dewatering from the bid process and authorizes the Water Quality Superintendent to negotiate a contract with P&H Senesac Inc. for sludge dewatering for such time as P&H Senesac remains the single source for this service in the region.
3. Polymers: Polymers are proprietary and application varies from bench testing to application. Use of the wrong polymer can be very costly in the performance of its application.
4. Other Specialty Products

PROFESSIONAL SERVICES. The bid process shall not apply to the selection of providers for services that are characterized by a high degree of professional judgment and discretion including legal, financial, auditing, risk management, engineering, planning, and insurance services.

Town Attorney – In accordance with the Town of Essex Charter Section 117-206 (a)(3), the Town Attorney shall be appointed by the Town Selectboard. Staff's or the general public's use of paid legal counsel shall be authorized by the Unified Manager. The Selectboard shall coordinate their use of legal counsel through the Unified Manager, except when the Selectboard is conducting an investigation into the conduct of the Unified Manager or considering removal of the Unified Manager in accordance with Section 117-209(b)(1) of the Town Charter. The Unified Manager shall have the right to retain outside

legal counsel if the Town Attorney has a conflict of interest or determines it is in the best interest of the Town.

Village Attorney – In accordance with Section 2.09 (b) of the Essex Junction Village Charter, Trustees approval shall be required for the Manager’s appointment of the Village Attorney. Staff’s or the general public’s use of paid legal counsel shall be authorized by the Unified Manager. The Board of Trustees shall coordinate their use of legal counsel through the Unified Manager, except when the Trustees are conducting an investigation in accordance with Section 2.06 of the Village Charter or considering removal of the Unified Manager in accordance with Section 4.03 of the Village Charter. The Unified Manager shall have the right to retain outside legal counsel if the Village Attorney has a conflict of interest or determines it is in the best interest of the Village.

Village Engineer – In accordance with Section 2.09 (b) of the Essex Junction Village Charter, Trustees’ approval shall be required for the Manager’s appointment of the Village Engineer. Such appointment shall be on an annual basis and can be further defined through a contractual agreement for services with a designated engineer. The Unified Manager shall have the right to obtain outside engineering assistance if the Village Engineer has a conflict of interest or the Unified Manager determines it is in the best interest of the Village, or if such work falls outside any contractual agreement for services.

Village Auditors - In accordance with Section 2.07 of the Essex Junction Village Charter, the Village Trustees may designate an accountant or firm annually or for a period not exceeding three years, provided that the designation for any particular fiscal year shall be made no later than 30 days after the beginning of such fiscal year.

Town/Village Joint Auditors – Notwithstanding Section 2.07 of the Village of Essex Junction Charter, the Town and Village will submit a joint Request for Services whenever the Town and Village decide to change auditors.

LEASES. All leases that will exceed \$40,000 over the life of the lease or require the Town or Village to indemnify or hold another party harmless shall be approved by the Town Selectboard/Village Trustees. All leases that will not exceed \$40,000 over the life of the lease or require the Town or Village to indemnify or hold another party harmless shall be approved by the Unified Manager. Multiple department leases shall be consolidated when appropriate (e.g., copier leases, equipment leases).

CONTRACTS

1. All contracts for services or construction shall contain the following indemnification and hold harmless language unless waived by the Unified Manager:
The contractor shall and does hereby agree to indemnify, save harmless and defend the Town/Village from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property caused by the contractor, their employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons or damage to property, liens,

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garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character in any way attributable to or asserted against the Town or Village, or the Town or Village and the Contractor, or which the Town or Village may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of the Town/Village and/or the sole negligence of the Town's/Village's agents, servants or employees, then and only then, the Contractor shall not be liable under the provisions of this paragraph.

2. Only the Unified Manager is allowed to sign contracts on behalf of the Town or Village. The Unified Manager, however, may delegate this authority, including the authority to make payments under the contract, on a case by case basis.
3. A copy of all Contracts will be given to the Unified Manager and to the Finance Director.

REAL PROPERTY

In accordance with §117-103 of the Town of Essex Charter and in accordance with §1.06 of the Essex Junction Village Charter, the Town or Village may acquire property within or without their respective corporate limits for any Town or Village purpose, in fee simple or any lesser interest or estate, by purchase, gift, or lease, and may sell, lease, mortgage, hold, manage and control such property as their interest may require. The Town or Village may further acquire property within their corporate limits by condemnation where such authority is granted by the State of Vermont.

GRANTS

1. All grant applications in the name of the Town of Essex or Village of Essex Junction that financially bind either municipality should be approved by the Town of Essex Selectboard or the Village of Essex Junction Trustees respectively prior to grant application submittal. In no event shall a grant be accepted without Selectboard or Trustee approval.
2. Any grant application in the name of the Town of Essex or Village of Essex Junction that does not require a financial match must be approved by the Unified Manager.

FUNDRAISING

All fundraising in the name of and accounted for by either the Town of Essex or Village of Essex Junction must be approved by the Town of Essex Selectboard or the Village of Essex Junction Trustees respectively.

RESTRICTED GIFTS

All restricted gifts in the name of and arranged for by either the Town of Essex or Village of Essex Junction must be approved by the Town of Essex Selectboard or the Village of Essex Junction Trustees respectively.

DISPOSAL OF PROPERTY/ASSETS

The Unified Manager is authorized to approve the sale or transfer of Town or Village property estimated to be valued at less than \$40,000. The Town Selectboard or Village Trustees shall approve the sale, disposal or transfer of property estimated to be worth more than \$40,000. Nothing in this section is meant to preclude a department from disposing of material with no value or limited value under \$100 unless covered by other policies. The Brownell Library and the Essex Free Library shall have

the power to sell books or purge them, as necessary, with proceeds from any sale being donated to the Brownell Foundation or the Friends of the Essex Free Library, respectively.

INSURANCE

1. The insurance requirement for contractual services over \$40,000 shall be a combined single limit of two million dollars (\$2,000,000) aggregate for general liability and property damage including vehicle coverage, unless otherwise modified by the Unified Manager. Prior to the commencement of work, the bidder shall give the Finance Director a certificate from the insuring company indicating that such policies have been issued and are in force and that said insurance companies agree to notify the Town/Village Finance Director at least thirty (30) days prior to the date of termination of or change in said policies. The Town or Village may seek up to five million dollars (\$5,000,000) in insurance coverage for work of a value that would deem the additional coverage appropriate.
2. If a service provider is a sole proprietor or partner owner(s) of an unincorporated business exempt from carrying Workers' Compensation insurance under the provisions of 21 VSA § 601(14), prior to commencing work for the Town/Village they must agree to sign the Non-Employee Work Agreement and the Liability Hold-Harmless Agreement (**Attachment C**) with the Town of Essex/Village of Essex Junction to affirm that :
 - They are not an employee of the Town of Essex or Village of Essex Junction
 - They are working independently
 - They have no employees
 - They have not contracted with other independent contractors
 - They understand they have the right to purchase workers compensation insurance and have elected not to do so.
 - They hold the Town/Village harmless for any injury or death they cause or any damage to property they cause.
3. If a service provider is a sole proprietor or partner owner(s) of an unincorporated business, they should provide a business card or the name of their website in addition to the Non-Employee Work Agreement and the Liability Hold-Harmless Agreement.
4. All service providers are required to enter into a written contract for the services they provide to the Town/Village. If a Department Head waives this requirement they must acknowledge that their department will be responsible for the Workers Compensation insurance the Town/Village will be required by our insurance carrier to provide for that contactor.
5. All vendors must provide a completed W9 form prior to commencement of work for the Town/Village.
6. In limited cases, sole source contractors who work off-site may be waived from the requirement of signing the Hold Harmless Agreement on the advice of the Town/Village attorney.

NEW SERVICE VENDORS

Whenever a new vendor is engaged to deliver services to the Town or Village, the Department Head must obtain a certificate of insurance or the hold harmless agreement, a contract, and a W9 prior to the commencement of work by the vendor.

CREDIT CARD USE POLICY

Departmental and Municipal Major Credit Cards

General

Town/Village Corporate Credit Cards are a streamlined approach to pay for point-of-sale, invoiced purchases, online purchases, recurring charges that can only be paid for by direct debit or a credit card (e.g., software recurring charges), and to pay for business-related travel expense in the most cost-effective manner possible. Credit cards facilitate efficient purchases both online and in local retail stores, and in some cases, are the only payment accepted by a vendor. The use of a Town/Village Credit Card is a privilege and should be treated as such.

The Town and Village both issue credit cards to Department Heads for departmental use. The Village also possesses a Village credit card that can be used by various Village Departments.

Authorization for Use of Departmental or Village Municipal Credit Card

Employees must be authorized by the Supervisor and Department Head based upon both the need for a credit card and the card limits.

Card Use

Department Heads are responsible for knowing the dollar limits per transaction and per statement period for their Credit Card, and to use the Credit Card appropriately within those limits.

Users must verify the availability of the item being charged when placing a telephone, fax, or online order. Back orders should not be charged until time of shipment. Verification is needed such that the combined price and freight charge being charged is under the approved level of signature authority dollar limit. Users need to verify that Vermont sales tax is not being charged.

When placing an order by phone, fax, or online, the **receiver's name (purchaser)** must be put on the shipping label or packing list to expedite delivery and a receipt requested to be sent with the purchase. All charges will require a receipt be attached to the monthly statement. If using the Village Corporate Master Card, the card must be signed in and out of the Village Office and a receipt (with AP stamp completed) must be submitted to Finance when the card is returned.

The Internet may be used to place orders only when the receiving/contacted web site is secure. To determine whether a web site is secure, purchasers need to look for a closed padlock on the lower right-hand corner of the screen, or at the web site address. If the padlock is open or non-existent, the web site is not secure and should not be used for placing orders. If the web site address is "https:", the site is secure, if the address is "http:" (no "s"), the site is not secure.

If merchandise is to be returned, the purchaser needs to verify that the vendor will credit the

credit card account. A copy of the credit slip/voucher needs to be requested and submitted with the monthly statement.

If an attempt to make a Credit Card transaction is denied, the purchaser must contact the Finance Department (802-878-1359) immediately to resolve the problem.

Unacceptable Uses

- Charges for personal or non-business related goods or services. If a personal charge is discovered it must be immediately brought to the attention of Finance and reimbursement be made to the Town/Village for the personal purchase.
- Purchases over the individual's signature authority limit. Dividing an order to satisfy this limit is not allowed.
- Cash advances, traveler's checks, or the use of ATM machines.
- Fuel for personal vehicles. (Reimbursement for mileage shall be made on the Travel Authorization Form at the current IRS reimbursement rate.)

Transaction Allocation

Upon receipt of the monthly statement, cardholders shall confirm all transactions are legitimate, attach all receipts to the statement, obtain Department Head or Department Head designee approval on each purchase, and return the statement to Finance ASAP. Please note – the actual itemized receipt is required for meal purchases (not just the summary amount on the signature slip typically provided at restaurants).

If a receipt is lost, or was never provided by the vendor, a "Missing Credit Card Receipt Form" (**Attachment D**) shall be completed, signed by the supervisor, and forwarded to Finance to be attached to the monthly statement.

Personal – Non-business Charges

In the event that personal or non-business related items are accidentally charged on the Town/Village card, reimbursement to the Town/Village shall be made by submitting a personal check payable to the Town of Essex/Village of Essex Junction, with a note attached showing the account to be credited. This reimbursement must be completed at the time of statement reconciliation or before. Repeated occurrences of personal or non-business related items being charged to the card and/or intentional misuse of the credit card may result in charging privileges being revoked and disciplinary action taken.

Disputing Charges

If there is a dispute about a transaction, the cardholder should first try to resolve it with the merchant. If an item has been charged but has not been received, contact the merchant to verify shipment date. If the item has been or will be shipped soon, it is recommended that the charge be paid at the time of the statement. If charges are paid but not received by the next statement, contact the Finance Department for assistance in resolving the problem.

Change in Employment Status

The cardholder (Department Head) will surrender possession of their card upon termination of employment. The cardholder may be asked to surrender the card at any time deemed necessary by the Finance Director, or the Unified Manager.

If Card is Lost or Stolen

Keep the card in a safe place at all times. Contact the Finance Department (802-878-1359) immediately if the card is lost or stolen.

Local Merchants Charge Cards and Revolving Charge Accounts

In addition to the Major Departmental Credit Cards and the Village Major Credit Card, the Town/Village also have charge cards for local vendors and charge accounts that are paid by statement. **Attachment E** is a list of local merchant cards and local charge accounts.

Authorization for Use of Local Merchant Charge Cards

Employees must be authorized by the Department Head or the Department Head designee to use a local merchant charge card or charge account.

Card or Account Use

Merchant charge cards are available at the Town Finance Office or at the Village Administration Office. Users must log the card out when they take it and log it back in when they return it. The log entry must contain the date the card was used and the name of the Merchant Card being used. As soon as the user has completed their purchase the card is to be returned to Finance or Village Administration. The receipt for the purchase should then be signed and coded by the Department Head or Department Head designee and forwarded to the Finance Department as soon as possible. When the billing statement for the merchant is received, Finance will match the receipt(s) to the statement. **Users need to verify that Vermont sales tax is not being charged at the time of purchase.**

If merchandise is to be returned, the purchaser needs to verify that the vendor will credit the account. A copy of the credit slip/voucher needs to be requested and submitted to Finance with the department's authorized signature and coding.

Unacceptable Uses

- Personal items may not be purchased with Merchant Charge Cards

Town of Essex/Village of Essex Junction Purchasing Policy

The foregoing Policy is hereby adopted by the Selectboard of the Town of Essex, Vermont, this ____ day of _____ and is effective as of this date until amended or repealed.

Chair, Town of Essex Selectboard

The foregoing Policy is hereby adopted by the Trustees of the Village of Essex Junction, Vermont, this ____ day of _____ and is effective as of this date until amended or repealed.

President, Essex Junction Board of Trustees

Town of Essex/Village of Essex Junction

Signature Authorization Form

Department Submitting Form _____

Department Head Name (Printed) _____

Name of Employee (Printed) _____

Employee ID# _____

Employee Title _____

\$ Authorization Amount _____

Effective Date of Authorization _____

Employee Signature & Initials _____

Department Head Signature _____

MODEL BID AND PRICING FORMS

ATTACHMENT B

UNDER DEVELOPMENT

NON-EMPLOYEE WORK AGREEMENT

Under 21 VSA § 601 (14) (F), sole proprietors and partner owners of an unincorporated business whose work: is distinct and separate from the municipality’s work; who control the means and manner of the work performed; hold themselves out as in business for themselves; hold themselves out for work for the general public and do not perform work exclusively for or with another person; and are not treated by the municipality as an employee for purposes of income or employment taxation with regard to the work performed; are not considered workers or employees of the municipality.

To be completed by Municipality:

- Work to be performed _____
- Written contract? (circle one) **Yes No**
If yes, attach a copy of the contract. If no, Stop! Cannot use this form.
- Beginning and end date of work: _____
- Could this work be considered a normal municipal function? _____
- Is this type of work also performed by a town employee? _____
- Do you have necessary equipment (owned, leased, rented, borrowed or shared) to perform this work?

To be completed by Contractor:

Undersigned, sole proprietor, or partner owner of an unincorporated business, of _____ (name of business), of _____ (business address), hereby certify that I am aware of my right to purchase Workers’ Compensation insurance and have elected to purchase Workers’ Compensation coverage as described below, or not to purchase Workers’ Compensation insurance coverage: (Check one)

Undersigned, hereby attests I have procured Workers Compensation Insurance Coverage from: Carrier: _____ Effective Dates: _____ to _____ Limits of Liability: _____ (Attach a valid Certificate of Insurance)

Undersigned, hereby attests that I am a sole proprietor, or partner owner of an unincorporated business, and as such am not considered to be a worker or employee under the provisions of 21 VSA § 601 (14).

I affirm that:

- I am not a worker or employee of _____ (municipality);
- I am working independently;
- I have no employees; and
- I have not contracted with other independent contractors;
- I understand that I have the right to purchase workers compensation insurance, and I have elected not to purchase workers compensation insurance coverage.

Date: _____ Print Name: _____ Sign Name: _____

Municipal Representative Signature: _____

(See other side for Liability Hold Harmless Agreement)

LIABILITY HOLD-HARMLESS AGREEMENT

**for use with
Sole Proprietors and Owner Partners of Unincorporated Businesses**

In consideration of the agreement of TOWN OF ESSEX (municipality) to engage my company and me to perform certain services for the Municipality, (company) and I agree, and for myself/ourselves and my/our heirs, executors and administrators agree to indemnify, defend and hold forever harmless TOWN OF ESSEX (municipality) its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person, including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the company or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the company, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the premises of TOWN OF ESSEX (municipality).

Valid, current, certificate of insurance is attached.

Date: _____

Print Name: _____

Witness: _____

Sign Name: _____

(See other side for Non-Employee Work Agreement)

Purchasing Policy
Attachment D

Town of Essex/Village of Essex Junction
Missing Credit Card Receipt Form

Card Holder _____

Card # _____

Date of Purchase _____

Amount of Purchase: _____

Description of and purpose for Purchase:

Authorized Signature: _____ Date Signed: _____

MEMORANDUM

To: Town of Essex Selectboard/Village of Essex Junction Trustees

Cc: Lauren Morriseau, Finance Director; Sarah Macy, Assistant Finance Director

From: Greg Duggan, Deputy Town Manager

Re: Adoption of Town of Essex and Village of Essex Junction Records Management Policy and Retention Plan

Date: October 11, 2018

Issue

The issue is whether the Boards adopt the Town of Essex and Village of Essex Junction Records Management Policy and Retention Plan.

Discussion

Both the Selectboard and the Trustees have reviewed and commented on the draft Town of Essex and Village of Essex Junction Records Management Policy and Retention Plan. The boards are being provided a copy with no markup and one with the changes in red for a final review.

The policy contains one minor change since the initial reviews: Sarah Macy removed the “D.” on page 2 under references, which is a URL to reference C. and should not have had its own bullet.

There have been no other changes. There were no suggested changes from the Selectboard or Trustees after the Oct. 1 or Oct. 9 meetings.

Cost

None.

Recommendation

It is recommended that the Town of Essex Selectboard and Village of Essex Junction Trustees adopt the Town of Essex and Village of Essex Junction Records Management Policy and Retention Plan.

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager

Cc: Lauren Morriseau, Finance Director/Assistant Village Manager; Sarah Macy, Assistant Finance Director

From: Greg Duggan, Deputy Town Manager GSD

Re: Materials for Records Retention Policy

Date: October 5, 2018

Issue

The issue is informing the boards about when to expect materials for the Records Retention Policy.

Discussion

The Selectboard reviewed and made comments on the proposed Records Retention Policy on Oct. 1. The Trustees will review and make comments on the proposed Records Retention Policy on Oct. 9. After the Trustees make comments, the Finance Department will incorporate all edits in a track changes version of the policy, which will be distributed to both boards on Wednesday, Oct. 10, for review prior to the joint meeting on Oct. 11.

Cost

None.

Recommendation

This memo is for informational purposes.

TOWN OF ESSEX AND VILLAGE OF ESSEX JUNCTION RECORDS MANAGEMENT POLICY AND RETENTION PLAN

Purpose:

All Vermont public agencies are responsible for creating, managing and disposing of records in accordance with State and Federal laws and regulations. This policy is to ensure that all employees conform with and are aware of those mandates.

Scope:

All municipal records are public records defined by 1 V.S.A. 317 as: “any written or recorded information, regardless of physical form or characteristics, which is produced or acquired in the course of public agency business.”

In its current state, this policy DOES NOT APPLY to the Essex Police Department.

Policy Statement:

The municipalities will comply with 1 V.S.A. Chapter 5, Subchapter 3 (referred to as “Vermont’s Public Records Laws”). All written or recorded information, regardless of physical form or characteristics, which is produced or acquired in the normal course of municipal business, shall be managed in accordance with the Record Retention Schedules referenced and attached.

Records Management Guidelines:

On an annual basis beginning in August 2018 and every August thereafter, the municipalities will review and dispose of any records that have been completed, closed, expired or superseded as specified in the Record Retention Schedules (referenced and attached) provided that:

1. The record has been authorized for destruction through a Vermont State Archives and Records Administration (VSARA) General Record Schedule (GRS) or Disposition Order (DO); and
2. The minimum retention requirement for the record, as stated in the applicable GRS or DO, has been fully met; and
3. Any additional retention requirement adopted by the municipalities and included in this policy has been fully met.

In all cases, records will be retained for the minimum amount of time required by VSARA standards. Individual department plans are attached to this policy outlining additional requirements deemed necessary by the departments.

For record types not listed on the municipalities' record retention plan, the VSARA GRS or DO for such records will be followed. In instances where the municipalities' record retention plan provides for a longer period of retention than the applicable GRS or DO, the municipalities' plan shall be followed.

Records not yet covered by a GRS or DO will not be destroyed and will be retained by the municipalities.

Documents may be scanned for ease of access, but this is not considered permanent retention unless provision is made by the municipalities to transfer files to future file formats. It is the policy of the municipalities to consider paper a more stable record format for permanent records. For records with retention timelines less than permanent, electronic storage is acceptable.

Permanent retention: VSARA defines permanent retention as meaning until the State of Vermont no longer exists.

This Policy supplants any Record Retention Policy or practices in existence prior to its effective date. All earlier revisions of this document are superseded by this revision.

References:

Uniform Laws, Standards and Procedures

- A. 1 V.S.A. 315-320: Access to Public Records, including V.S.A. 317A: Disposition of Public Records
<https://www.sec.state.vt.us/media/27740/PublicRecordsLaw.pdf>
- B. 3 V.S.A. 117: Vermont State Archives and Records Administration
<https://legislature.vermont.gov/statutes/section/03/005/00117>
- C. 3 V.S.A. 218: Agency/Department Records Management Program
~~D.~~ <https://legislature.vermont.gov/statutes/section/03/009/00218>

General Record Schedules and Disposition Orders

Vermont State Archives and Records Administration's (VSARA) General Record Schedules (GRS) shall be the minimum standard by which the municipalities shall govern the management of records; specifically, access, retention and disposition. In limited circumstances Disposition Orders (DO) may continue to be used until superseded by GRS.

In a few instances VSARA has yet to issue a GRS to define the retention period. These documents will be retained until a ruling has been made.

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The following references are used for determining the record retention schedule: Municipal Records Retention Plan (Attachment A), Disposition Orders (DO), State of Vermont General Record Schedules (GRS) and VSARA.

Adopted by the Essex Selectboard on:

_____ (date)

Signatures:

Max G. Levy, Chair

R. Michael Plageman, Vice Chair

Elaine H. Sopchak, Clerk

Andrew J. Watts

Irene A. Wrenner

Adopted by the Village Trustees on:

_____ (date)

Signatures:

George A. Tyler, President

Andrew P. Brown, Vice President

Lori A. Houghton

Daniel S. Kerin

Elaine H. Sopchak

ATTACHMENT A
MUNICIPAL RECORDS RETENTION PLAN

Records Retention Plan

The attached table reflects the type of records maintained by the Town of Essex and Village of Essex Junction, GRS or DO retention references, retention required by the reference and the municipalities' additional retention requirements. This policy authorizes employees to properly dispose of records that have reached the end of their retention period. In instances where a specific record type is not listed on the municipal records retention plan it shall be governed by VSARA's guidelines.

VSARA General Records Schedules referenced in creation of the municipal records retention plan:

Finance Department:

GRS-1000.1002	Accounting Records
GRS-1000.1102	Administrative Policy Records
GRS-1000.1007	Audit Records
GRS-1000.1012	Budget Records
GRS-1000.1126	Contracting Files
GRS-1009.1103	Payroll Management Records
GRS-1570.1108	Tax Appeals
GRS-1000.1000	Transitory Records
GRS for Public Funds	
GRS for Public Utilities	

TOWN OF ESSEX AND VILLAGE OF ESSEX JUNCTION RECORDS MANAGEMENT POLICY AND RETENTION PLAN

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Adopted by the Essex Selectboard on:

_____ (date)

Signatures:

Max G. Levy, Chair

R. Michael Plageman, Vice Chair

Elaine H. Sopchak, Clerk

Andrew J. Watts

Irene A. Wrenner

Adopted by the Village Trustees on:

_____ (date)

Signatures:

George A. Tyler, President

Andrew P. Brown, Vice President

Lori A. Houghton

Daniel S. Kerin

Elaine H. Sopchak

ATTACHMENT A

MUNICIPAL RECORDS RETENTION PLAN

Records Retention Plan

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GRS-1000.1012	Budget Records
GRS-1000.1126	Contracting Files
GRS-1009.1103	Payroll Management Records
GRS-1570.1108	Tax Appeals
GRS-1000.1000	Transitory Records
GRS for Public Funds	
GRS for Public Utilities	

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager

Cc: Lauren Morriseau, Finance Director/Assistant Village Manager; Sarah Macy, Assistant Finance Director

From: Greg Duggan, Deputy Town Manager

Re: Scheduling future joint meetings

Date: October 5, 2018

Issue

The issue is scheduling future joint meetings between the Selectboard and Trustees.

Discussion

The last scheduled joint meeting between the two boards is Dec. 5.

The boards can plan to have regular joint meetings in 2019. Rather than trying to schedule one or two meetings at a time, it is recommended that the boards chose a regular date and time for joint meetings, and that those meetings be held as long as both boards have a quorum available.

For the purposes of this discussion, staff proposes that joint meetings begin in February 2019, and be held every other month on the first Wednesday of each month at 7 p.m. Such a schedule would appear as follows:

February 6
April 3
June 5
August 7
October 2
December 4

Cost

None.

Recommendation

It is recommended that the boards choose a regular date and time for joint meetings, and that the meetings occur as long as both boards have a quorum.

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager

Cc: Lauren Morriseau, Finance Director/Assistant Village Manager; Sarah Macy, Assistant Finance Director

From: Greg Duggan, Deputy Town Manager *GD*

Re: Discussion about joint budget process and joint priorities

Date: October 5, 2018

Issue

The issue is having a discussion about the joint budget process and priorities for fiscal year end 2019.

Discussion

As budget preparations for fiscal year end 2019 begin, staff would like input from the Selectboard and Trustees about priorities for joint budget items. Because the next joint meeting will not occur until December 5, it is important to begin the discussion on October 11, at the beginning of the budgeting process.

Examples of joint budget items may include legal, buildings maintenance staff, and consolidation efforts.

Cost

None at this time.

Recommendation

It is recommended that the boards discuss the joint budget process and joint budget priorities.

Evan Teich

From: William Ellis <Wellis@mcneilvt.com>
Sent: Friday, October 5, 2018 12:20 PM
To: Evan Teich
Subject: Governance Subcommittee

Evan,

The first inquiry I received from the Town about the "Selectboard & Trustee Subcommittee on Governance" (the "Subcommittee") concerned whether or not the Selectboard needed to approve Subcommittee minutes because of the presence of a quorum. My opinion was that it did not, reasoning as follows: The "public body" in this instance is the Subcommittee, and meetings of the Subcommittee are subject to the Open Meeting Laws. Minutes of meetings of that "public body" are taken by the clerk or secretary of that "public body." While there is nothing in statute that says Minutes must be approved, they typically are reviewed and approved by the "public body." My opinion was that the Minutes should be approved only by the members of the Subcommittee, as the two members of the Selectboard that are not part of the Subcommittee are not members of that specific "public body." Moreover, I questioned whether Mike and Andy could vote on Minutes of a meeting where they were not participating as Subcommittee members. If they abstained, the Minutes would be approved twice by Max, Irene and Elaine, once as Subcommittee members and once as Selectboard members.

When Elaine sits on the Subcommittee, she is wearing her Village Trustee hat and not participating as a Selectboard member. She should be mindful of that role, however, and that is why I advised you previously that it would be better for Max or Irene to provide updates to the Selectboard on the Subcommittee's work.

Certainly, someone could argue that this is a Selectboard meeting because of the presence of a quorum. But where does that argument take you? That there is a public meeting that must be warned and subject to the Open Meeting Laws? That is already occurring as part of the Subcommittee's work. To be overly cautious, and not to mention redundant, Subcommittee meetings could be warned as both Subcommittee and Selectboard meetings. Identical sets of Minutes could be taken of the dual meetings, and then voted on separately by the Subcommittee and the Selectboard. Again, I'm not sure how Mike and Andy would be able to vote on the Selectboard Minutes unless they were present and participating as Selectboard members. That would seem to defeat the purpose of a having a subcommittee of the Selectboard and Trustees, but that would at least put a close to this debate.

Please let me know if you need anything further in this regard.

Bill

William F. Ellis, Esq.
McNeil, Leddy & Sheahan
271 South Union Street
Burlington, VT 05401

Telephone: (802) 863-4531
Fax: (802) 863-1743
E-mail: wellis@mcneilvt.com