TRUSTEES MEETING NOTICE & AGENDA
TUESDAY, OCTOBER 23, 2018 at 6:30 PM
LINCOLN HALL MEETING ROOM, 2 LINCOLN STREET

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG [6:30 PM]
2. AGENDA ADDITIONS/CHANGES
3. APPROVE AGENDA
4. GUESTS, PRESENTATIONS AND PUBLIC HEARINGS
   a. Comments from Public on Items Not on Agenda
5. OLD BUSINESS
   b. Approval of net metering contract with Green Lantern Solar doing business as Essex Sand Hill Solar, LLC - Greg Duggan
6. NEW BUSINESS
   a. Bid award for Public Works Wheel Loader – Rick Jones
   b. Resolution for Marianne Riordan – George Tyler
7. MANAGER’S REPORT
   a. Trustees meeting schedule
   b. Update on Multi-use Path
8. TRUSTEES’ COMMENTS & CONCERNS/READING FILE
   a. Board Member Comments
   b. Minutes from other boards/committees:
      ● Bike/Walk Advisory Committee 9/17/18
9. CONSENT AGENDA
   a. Approve Minutes of Previous Meetings 10/9/18 and 10/11/18
   b. Expense Warrant #17117 dated 10/12/18 in the amount of $363,072.65
   c. Expense Warrant #17118 dated 10/19/18 in the amount of $140,497.84
   d. FYE 19 Budget Status Report as of 9/30/18
10. ADJOURN
    Meetings of the Trustees are accessible to people with disabilities. For information on accessibility or this agenda, call the Village Manager’s office at 878-6944.
Memorandum

TO: Evan Teich, Unified Manager, and the Selectboard/Trustees
FROM: Dennis E. Lutz, P.E., Public Works Director/Town Engineer
               Ricky Jones, Village Public Works Superintendent
DATE: 24 September 2018

ISSUE: The issue is whether or not the Selectboard and Trustees will approve the Winter Operations Plan for 2017-2018. The plan is to provide this memo and the Winter Operations Plan in the reading files for the first Selectboard and Trustees meetings in October with the item to be placed on the action agenda for the second October meetings.

DISCUSSION: The Selectboard and the Trustees have previously approved a Joint Winter Operations Plan. The process serves many purposes as noted in the Introduction Section of the document.

Changes are noted in the draft document in red. It continues to preserve the independent actions of both municipalities but provides a joint framework for issues that are common to both. It has been developed with input from both Village and Town Public Works staff.

As in the past, there are two versions – an internal version with contact phone numbers and radio call numbers not available to the public -- and a public version without these numbers. Many of these numbers are private cell-phone numbers needed for internal communication and contact but not appropriate for public disclosure.

GENERAL COMMENTS:

The Town and Village winter material budgets increased by 3% in the Town and 2.6% in the Village over the previous year. A contributing cost factor this winter is the significant jump in winter salt prices. The VTRANS salt bid for this Highway District was accepted at $85/ton, whereas last year’s price was $69.91 per ton. The Town budget was approved at $74 per ton and it appears that we may be able to secure salt at a price close to $79 per ton. This would still be a 14% increase in salt prices from last year.

In addition, it is anticipated that labor costs for added temporary help and overtime will also be a factor in the Town given the changes that are identified in the Plan.

TOWN ISSUES:

This year’s plan reflects the changes necessitated by the Essex Westford School District’s decision to both require students within a set distance from the schools to walk and to
This plan addresses the wintertime Public Works operations for ice and snow control on Town and Village roads, walkways and municipal parking lots. It also identifies essential community services provided by the Public Works Department of both communities for winter water and sewer emergencies and discusses wintertime coordination actions.

Dennis E. Lutz, P.E., Town Public Works Director
Ricky Jones, Village Public Works Superintendent
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RESOLUTION

BE IT RESOLVED that the Board of Selectmen of the Town of Essex and the Trustees of the Village of Essex Junction adopt the following statements of policy regarding winter snow and ice clearing operations:

1) NOTWITHSTANDING the circumstances involved with changing climatic conditions, the Town and Village will endeavor to keep Town and Village roads, designated walkways and municipal parking lots in a reasonably safe condition for travelers and

2) Town and Village employees will endeavor to exercise reasonable care and diligence in the performance of their duties, consistent with the intent of the current Town of Essex and Village of Essex Junction Public Works Winter Operations Plan and

3) Travelers who use the Town and Village roads, and designated walkways and municipal parking lots are expected to demonstrate due care and reasonable caution, especially under adverse winter conditions.

Executed at Essex Junction this 10th of NOV. 2015.

Town of Essex Selectboard

Max G. Levy, Chair
Irene A. Wrenner, Vice Chair
Andy J. Watts, Clerk
R. Michael Plageman

Village of Essex Junction Trustees

George A. Tyler, President
Daniel S. Kerin, Vice President
Elaine H. Sopchak
Lori A. Houghton
INTRODUCTION

The Town of Essex and the Village of Essex Junction are responsible for providing winter services, such as plowing, sanding, and salting of roads, clearing of sidewalks and maintaining access to municipal buildings and parking lots within their respective municipal boundaries. A Winter Operations Plan has been developed and adopted by the respective legislative boards for the following reasons:

1) To align the policies set by the Town Selectboard and Village Trustees with regard to winter operations with the execution of policy by their Public Works/Highway departments.
2) To help ensure that the winter practices of each department are consistent with the resources available through the budget process, including but not limited to equipment, manpower, overtime and materials.
3) To provide a source of information to Town and Village officials, the Police Department, Fire Departments, school officials, commercial businesses and the general public regarding what actions will and will not be performed by the respective Public Works Departments during the winter.
4) To provide an internal resource document for operational use and training by Public Works supervisors and employees.
5) To reflect current practice, conditions and funding of the winter operations within each community.
6) To assist in the reduction of citizen complaints through a better informed citizenry.
7) To foster coordination and cooperation between the Town and Village Public Works Departments during winter operations.

The intent is to update the document on an annual basis, prior to the onset of winter conditions and submit the document to the elected officials for their review and approval. Public input will be sought prior to presentation of the document to the two legislative boards.

The Winter Operations Plan consists of three sections, each with its own Appendix. Two versions of the Plan will be prepared with one version prepared for internal use only and a second version for the public. The internal version contains personal employee’s information and communications/contact information, the public release of which would be detrimental to individuals and operations. The three sections of the Plan consist of the following:

Section 1. This section covers topics and operational procedures utilized in common by both the Town and the Village. Appendices that are common to both communities are found in this section.

Section 2: Town of Essex (outside the Village). This section is specific to operations within this community, including Appendices pertinent only to the Town.

Section 3: Village of Essex Junction. This section is specific to operations within this community, including Appendices pertinent only to the Village.
GENERAL MANAGEMENT OF OPERATIONS

During the winter operations period generally extending from early November through mid-April, the principal effort of the Departments is directed towards control of snow and ice on highways, walkways and around municipal buildings. The Departments have developed procedures to perform anti-icing and snow and ice removal operations for varying weather conditions. Personnel will respond each time that the Departments are notified or become aware that weather conditions include potential hazardous road or walkway conditions and that conditions warrant a response. The procedures have been developed over many years of experience and use of alternative methods, materials and equipment.

To accomplish the objectives and policies of the Town and Village, general operating procedures and training have been established and implemented. The operating procedures take place over four distinct periods including:

1) Pre-winter preparation, orientation and training (Section 1, Appendix 1)

2) Winter storm operations (Reference general information in Section 1 and specific Municipal information in Sections 2 and 3)

3) Continuing operations during non-storm periods (Section 1, Appendix 2)

4) Post-winter follow-up (Section 1, Appendix 3)

In general, the Town and the Village perform all winter operations in a similar manner, especially with respect to general procedures and pre-winter, continuing operations and post-winter follow-up. A general discussion on procedures follows with the other periods covered in Appendices to this section or in the specific municipal sections. The elements of winter operations that are detailed and specific to each community are described in Section 2 (Town) and Section 3 (Village).

Determination of Operations

Using the resources identified in the Winter Operations plan for each community and judgment based on experience, the respective Public Works Superintendent or his designated representative will determine the appropriate level and timing of snow and ice control to be performed by each Department. The Superintendent of Public Works or his designee will contact employees in their Department using their alert notification lists.

Although significant improvements have been made in weather forecasting, accurate predictions of the specific effect of winter conditions on the roads, walkways and municipal parking lots in the Village and the Town of Essex are not possible. An overall plan has been developed to provide for clearing of the roads and related infrastructure and this plan is generally followed. However, each storm event is unique and deviations from the plan occur often. Decisions must be made using individual judgment based upon a current assessment of the situation. Following every major storm event, an after-action informal review of the methods used, the materials, the equipment, the complaints and the manpower effect will be done by the Public Works Superintendent. These reviews will provide the basis for adjustments in managing future winter storm operations.
Emergency situations may occur requiring deviation from normal procedures and planned routes. In general, the types of situations that may require this change are:

1) An immediate need for Police, Fire and/or Emergency Medical assistance.
2) Relief for school buses that cannot negotiate a roadway and are stuck.
3) The need to address icy conditions due to a water main break or clearing of streets due to debris blocking streets or access.
4) Relief for isolated problem areas where it is determined by the municipality that access is urgently needed before all other areas are handled.

**Control Center/ Internal Communication/Resource Management**

The Public Works supervisor or his designee on duty will be the main line of communication between the respective Public Works Department and the Police Department/School Departments. Contact with other emergency service providers if needed should be through the Police Department Dispatcher.

The Storm Control Center for the Town is the Town Highway Garage off Sand Hill Road and for the Village is the Village Highway Garage. Contact with the Village Highway Garage is through the Village offices.

During the winter of 2018-2019, selected employees in each department will carry a pager on a rotating schedule and will be assigned the responsibility, when carrying the pager, to make an initial determination of how the storm will be handled, including the immediate level of staffing at the outset of the storm. The employee (with the pager) in each community will be temporarily in charge of operations until the Public Works Superintendent or his designee arrives at their respective Control Center and takes over responsibility.

Whichever individual arrives first - the Public Works Superintendent or the pager carrier - shall contact the Police Department Dispatcher at 878-8331 upon their arrival at the Town or Village Highway Garage. It is important to notify the Police Dispatcher that the Highway Departments are aware of conditions and starting the snow removal process. It also provides a record of event timing and crew availability.

Upon notification and arrival at their respective Control Centers (Highway Garages), employees will complete a pre-startup check of equipment and proceed to perform the necessary snow and/or ice clearing operations. The Superintendent in each community will periodically leave the Control Center to evaluate conditions and assist in the operations. During the period of time in which he is absent from the Control Center, he can be reached via radio or cell phone (reference notification rosters in Sections 2 and 3).

In a similar manner, contact must be made with the Police Dispatcher when the winter clearing operation has ended and employees are no longer on the road. This is important for continuous follow-up after the storm and the need for reactivation of the alert call-out system.
All operators of snow and ice equipment will keep in communication with the Public Works Superintendent or the Highway Garage at all times. Cell phones may only be used with a “Bluetooth”, 100% hands-free device or when pulled over to the side of the road and the vehicle stopped.

Radio should be the primary means of contact during all storm events. Radio contact between the Town and Village for coordination of effort should only be between the two Superintendents. The list of radio call numbers for the Police, Fire and Public Works Departments is contained in Section 1, Appendix 5.

**Equipment**

To support the winter operations, each Department has equipment available for use as outlined in the equipment appendices under Section 2 (Town) and Section 3 (Village). However, the equipment used is generally consistent with the following:

Dump trucks, with either 7 CY capacity or 12 CY capacity, plow and apply materials to paved and gravel roads. All dump trucks doing paved roads are equipped with “ground-speed control devices” that are calibrated to apply a specific amount of product. They also stop application of product when the vehicle is stationary. Calibration is an important action to ensure an accurate application and reduce the impact of road salt and other products on the environment.

**All three cubic yard dump trucks (Low Pro) in both the Village and the Town are equipped with ground speed control devices.**

Dump trucks plowing gravel roads are not equipped with ground speed control devices since the material being applied is sand.

Sidewalk plows are used in the Town and in the Village for clearing of sidewalks. Due to their size and configuration, they do not have adequate capacity for applying sand or salt to all plowed sidewalks.

In an emergency situation where equipment is out of service for repair or the situation is beyond the ability of the community to handle, equipment and operators may be obtained from the other community. If such equipment or operators are not available, supplemental equipment may be rented/hired from area contractors. A list of potential contractors is indicated in Section 1, Appendix 7.

Also, assistance may be secured from other neighboring communities, although help in this area is unlikely if the storm event affects neighboring communities. Major winter disasters may require the assistance of the Vermont National Guard, if authority is given by the Governor. Both the Town and the Village utilize contract operations to assist in plowing or removing snow.

**Materials**

Both communities use solid sodium chloride (rock salt) as the primary deicer for paved roadways and parking lots, when temperatures are in the appropriate range of effectiveness. At 30 degrees Fahrenheit, one pound of salt melts 46.3 lbs. of ice in 5 minutes. At 15 degrees Fahrenheit, one pound
of salt melts 6.3 lbs. of ice and it takes 1 hour. Because of the properties of salt, it is generally not applied by itself below 15 to 20 degrees. It is also used as a liquid either alone, prior to a storm to break the ice-road bond, or applied in combination with the solid salt to help the solid salt stay on the roadway.

Additives and other products improve the effectiveness of salt at lower temperatures. There are many commercial products used to augment the effectiveness of salt and most have trade-names such as Ice-Be-Gone. It is a magnesium chloride based product combined with agricultural materials from the distillation process (grains or sugars) and it operates more effectively than salt at lower temperatures.

Liquid Calcium Chloride will provide more melting at lower temperatures and it is usually applied with salt or alone as a liquid solution (20 to 30% solution).

Guidelines for application of deicing product have been developed nationally and one set is included from the American Public Works Association. Both the Town and the Village utilize the guidelines but may vary the application rates as local conditions dictate. The Guideline is included in Section 1, Appendix 4.

Quantities of winter deicing products and sand are maintained at each Highway Garage. Onsite storage is not sufficient for full winter usage. The Town has approximately 100% of its needed winter sand usage stored onsite at the start of winter and approximately 40% of its average winter salt usage onsite. The Village has 80% of its needed materials usage onsite at the start of the winter. The onsite supplies are augmented during the season with direct delivery from vendors. In some years, the availability of product has been a major issue and it has impacted operations. The price per ton for salt delivered to storage is set based on State bids by highway district, or as separately negotiated by each community.

Each plow operator in the Town and Village is required to complete the form in Section 2 and 3, Appendix F on a daily basis, submitted weekly, to record the materials used.

**External Communication/Public Information/Complaints**

**Town:** All communication from the public concerning conditions, problems and complaints should be directed during normal working hours (7:30 A.M. to 4:30 P.M.) to the Town Public Works Office via telephone as the principal and fastest means of communication (878-1344).

Requests for winter service can also be sent directly via the Town website at www.essex.org. In addition, complaints or requests for service can be written on a request form service slip with the required information noted and provided to the Public Works Secretary. This information will be converted to a work order within the Public Works office. The Town also utilizes a web-based application called See-Click-Fix in conjunction with the Village for registering complaints. The See-Click-Fix application is not intended for winter complaints that require immediate attention.

**Village:** All communication from the public concerning conditions, problems and complaints should be directed during normal working hours (8:00 A.M. to 4:30 P.M.) to the Village Office (878-6944). Complaints or requests for service, when received, should be written on a request form service slip with the required information noted and provided to the Village Public Works Superintendent. Other forms of receiving complaints are through the Village’s “See-Click-Fix” application.
Request for winter service can also be sent directly via the Village website at essexjunction.org. The See-Click-Fix application is not intended for winter complaints that require immediate attention.

**After Hours:** Emergency requests during non-working hours in either community should be directed to the Police Department Dispatcher (878-8331) for relay to the appropriate Superintendent, Highway Foreman, Director or Highway Garage. The Highway Garage phone systems are intended for internal control only and not for direct communication between the public and the Department.

All complaints will be reviewed and investigated and corrective action taken as appropriate.

**General Notification for Winter Storm Emergencies**

When conditions are especially severe, the Municipal Manager, the Town Public Works Director, the Public Works Superintendent in the Village, or the Police Chief may issue a special snow emergency statement advising the local media, radio station, major community employers and schools that conditions may adversely affect their operations. Appendix 6 to this section provides a list of contacts and phone numbers for various organizations that may be contacted. Social media may also be used.

During the winter season, frequent contact is made between the School Management staff and the Public Works staff regarding road and weather conditions. Public Works’ role is solely to provide information on current and anticipated road conditions. Any decisions relative to late school openings or school closure rests entirely with School Management staff.

**RESOURCES AVAILABLE TO ASSIST IN THE PLANNING AND EXECUTION OF WINTER OPERATIONS**

In order to provide timely winter services and to gauge the level of activity required prior to, during and following winter storms, the following are utilized:

Weather forecasts are provided by the National Weather Service located at Burlington International Airport (862-2475). In addition, the weather forecasts are broadcast continually and receivers monitor this forecast at the Public Works buildings.

Weather forecasts are provided by local radio and television stations, including the dedicated weather channel on cable television, and through the internet at [www.intellicast.com](http://www.intellicast.com); [www.nws.noaa.gov](http://www.nws.noaa.gov) and [www.accuweather.com](http://www.accuweather.com)

Road and weather conditions throughout the State are monitored by the State Transportation Agency in Montpelier and this information can be obtained by calling 511. Two state radio frequencies also can be monitored on the scanner for current information.

State highway frequencies: 159.075 (car to car) and 159.195 (District wide)

VTRANS also provides weather information of interest to municipalities directly to the Highway Departments through the VT. Local Roads Program.
Assistance is available on local road conditions from the Essex Police Department. During off-duty Public Works hours (3:30 PM to 7:00 AM), the Public Works Departments utilize information provided by police officers on duty/patrol as well as the on-call public works employee. To provide the best possible response in the shortest time, it is important that timely and accurate information be provided by the Police Department and conveyed to Public Works at the time contact is made. The needed input is identified in Section 1, Appendix 10.

**WINTER UTILITY OPERATIONS**

Prior to the onset of winter, the Water/Sewer Departments of each Public Works Department will:

1. Check hydrants and valves to insure their operability
2. Flag all hydrants for winter locations
3. Inventory and order necessary emergency materials
4. Insure that used fire hydrants are drained prior to winter

During storms, the Water/Sewer Departments may be called upon to assist in snow and ice clearing operations. Although it is anticipated that the winter highway operations will be primarily handled by the highway crew, selected water/sewer employees will also be utilized as the need arises for qualified plow operators. This use of water/sewer personnel may be on a set schedule or to meet overtime needs or relief plowing during extended storm durations.

Following storms, Water/Sewer Department employees shall endeavor to clear snow and ice from around hydrants and to clear access lanes to pumps stations, as possible and as time allows within the normal workday. It is acknowledged that the municipal workforce cannot clear all hydrants within the community following each winter storm and that access to hydrants during the winter cannot be effective without a joint effort between the municipal workforce and affected landowners. To help achieve the goal of keeping hydrants clear, the Public Works Department will coordinate with the Police Department for use of volunteer and neighborhood groups to shovel hydrants (Adopt a Hydrant Program) as well as assistance from the community’s Fire Departments.

The Water/Sewer Department also has responsibility for repair of broken and frozen water mains, within the overall limit of municipal responsibility up to and including the service curb stop. Frozen service lines are the responsibility of the owner and not the municipality. The municipality may provide assistance but is not required to provide assistance on non-public portions of the municipal water system.

In the event of a power failure at any of the "canned" wet-well/dry-well pump stations, the Town and Village have a number of portable generators and mobile pumps which can be connected to any of these stations.

When fire hydrants are used by the Fire Departments during the winter, the Fire Department will notify the Police Dispatcher immediately following the fire and identify the used hydrants by number. The Police Dispatcher will immediately notify Public Works through the alert notification roster, so the hydrants can be drained before they freeze.

8.
APPLICABLE ORDINANCES/LAWS/LEGAL RULINGS

Winter Parking Bans

Both communities have adopted winter parking bans.

Section 815 of the Village of Essex Junction Municipal Code states that:

“No person shall park or leave unattended a vehicle of any type on any street, road or right-of-way in the Village of Essex Junction during the period December 1 through April 1 of the next year between the hours of 12 midnight and 7 a.m."

Section 7.20.050 of the Town of Essex Municipal Ordinances states that:

A. “No person shall park or leave unattended a vehicle of any type on any street, town road, alley, lane, park or public grounds in the town of Essex and the village of Essex Junction during the period of December 1st through April 1st of the next year between the hours of midnight and 7 a.m.

B. The parking or leaving of any vehicle in violation of this section is hereby deemed a nuisance.”

Towing of Vehicles:

Parking violation will result in the towing of vehicles. The Village towing procedures and requirements are defined in section 825 of the Village Municipal Code. The Town’s towing requirements are defined in Chapter 7.24 of the Town Ordinances. Copies of these documents are contained in the Appendices for Section 2 and 3.

State Laws Relevant to Winter Operations:

Title 19, Section 1111, Vermont Statutes Annotated Permitted Use of the Right of Way makes it unlawful to "...develop, construct, re-grade or resurface any driveway, entrance or approach or build a fence or building, or deposit material of any kind within, or to in any way, affect the grade of a highway right of way, or obstruct a ditch, culvert or drainage course that drains a highway, or fill or grade the land adjacent to a highway so as to divert the flow of water onto the highway right of way, without a written permit from the Board of Selectmen of a Town, as the case may be". Title 19, Section 1111 prohibits encroachment of the Town or Village right-of-way without prior approval by the Selectboard or Trustees. Objects in the ROW are placed there at the owner’s risk and the Town /Village assumes no responsibility for any damage to objects placed in violation of the statutes. Common items damaged are fences placed within the municipal ROW, flowerpots, basketball hoops, etc.

Also, Title 19, Section 1105, states that "...A person other than a municipality acting with respect to highways under its jurisdiction who places or causes to be placed an obstruction or encroachment in a public highway or trail, so as to hinder or prevent public travel, or to injure or impede a person traveling on the highway or trail, shall be fined not more than $1,000.00 plus the actual costs of repairing the damage and a reasonable attorney's fee, to be recovered in a civil action in the name of
the town or state. One or more items of logging or other equipment temporarily within the right-of-way of a trail shall not be actionable under this section if located in such a way as not to unreasonably impede passage. If the court finds that an action under this section was brought without substantial basis, the court may award a reasonable attorney’s fee against the person bringing the action."

Title 24, Section 2291, Enumeration of Powers provides “...For the purpose of promoting the public health, safety, welfare and convenience, a town, city or incorporated village shall have the following powers:

...to provide for the removal of snow and ice from sidewalks by the owner, occupant or person having charge of the abutting property.”

Title 23, Motor Vehicles, Section 1104(a)

......” Stopping prohibited

(a) Except when necessary to avoid conflict with other traffic or in compliance with law or the directions of an enforcement officer or official traffic control device, no person may:

(1) Stop, stand or park a vehicle:

(A) on the roadway side of any vehicle stopped or parked at the edge or curb of a street;

(B) on a sidewalk

(C) within an intersection

(D) on a crosswalk”

In June of 2010, the State Supreme Court held that plowing snow onto property adjacent to a public highway is not a trespass or unconstitutional taking of property for public use. A copy of the full excerpt from this Court finding is included in the Appendix. The Town and Village will make reasonable attempts to evenly distribute plowed snow between and among neighboring properties. However, the location of driveways, fire hydrants, mailboxes and the like may not enable an “equal” distribution of plowed snow along roadways. Neither the Town nor the Village has the resources in terms of manpower, equipment or funds to expend time and effort in redistribution of snow piles along roadways. The primary function and objective of the departments during the winter is as designated in the jointly adopted resolution in the Winter Plan, i.e., . . . “The Town will endeavor to keep Town roads and designated walkways in a reasonably safe condition for travelers” . . .

Title 23, Section 1126a, Depositing snow onto or across certain highways prohibited, states that ....”(a) No person, other than an employee in the performance of his or her official duties or other person authorized by the agency of transportation (in the case of state highways) or selectboard (in the case of town highways), shall plow or otherwise deposit snow onto the traveled way, shoulder or sidewalk of a state highway or a class 1, 2 or 3 town highway.

(b) Nothing in this section should be construed to be in derogation of any municipal ordinance regulating the deposit of snow within the limits of town highways.”

The purpose of these statutes is to protect the public. The practice of plowing snow from driveways across Town roads (perpendicular to the road) without removing the pile by plowing with the road creates an obstruction which is dangerous. Shoveling snow into the roadway will cause similar problems. Once frozen, the piles can cause vehicles to lose control and can also cause damage to the vehicles.
The Public Works Department will generally warn the responsible residents on the first occurrence. On subsequent violations, Public Works will notify the Police Department for appropriate action against motorists and residents who violate either the towing ordinance or obstruction statute.

Information flyers covering these topics have been developed to notify customers of violations of these regulations and ordinances. Such notices are not legally enforceable documents but do provide the basis for police enforcement if such warnings are ignored. Copies are contained in Appendix 13.
APPENDIX 1

Pre-Winter Preparation, Orientation and Training

The Importance of Coordination

Update the operations plan yearly based on the previous years’ experience and let the media, Police Department, Fire Department, School Department and other officials know about the plan. Conduct coordination meetings.

Know the plowing and spreading routes

1. All employees will make trial runs of their routes before winter to familiarize themselves with routes, road conditions, obstacles and problem areas. Remember that road conditions change from year to year and obstacles may be present now that were not there in the past. Plan fall meetings to familiarize road crews with their winter duties and all routes in case someone becomes ill and another crewmember must take over the route.

2. During trial runs, pinpoint drains and waterways that must be opened after every storm. Mark other structures that will be hidden from a plow, including fire hydrants, guard rails, drop inlets, catch basins and curbing ends. Discuss and mark, if needed, areas that have been consistent sources of complaints in the past.

3. Plan plowing routes to bring trucks back to storage facilities when they are almost empty of deicing material. This saves time and fuel.

4. Review the new development plowing plan with the full crew in late fall. Identify which new roads not yet accepted will be plowed by the Town.

Effective Radio/TV Communication

1. Review the alert notification roster and radio calls with all employees.

2. Check all radio equipment and insure that working spares are stockpiled at the garage.

3. Review the storm warning system with all affected employees.

Equipment - Operation and Maintenance

1. Each Public Works Superintendent is responsible for cross-training of operators in the use of all equipment. Equipment will not be operated by inexperienced personnel without supervision.
2. Prior to the onset of winter, the mechanic, superintendent and operator will perform complete vehicle inspections on all winter equipment to include at a minimum:

- check of all wing and plow hydraulic systems to insure proper operation
- check on the condition of moldboards, cutting edges
- operation of snow plow hoists, towers, sanders and controls to include calibration tests for sand or salt spreading and operational checks of the computer-controlled material feed systems
- brake checks, air and hydraulic hose checks
- all vehicle lighting, including wiring and sockets on headlights, taillights, stop lights and turn signals. (Warning lights must be visible from all sides, whether bodies are raised or lowered).
- replacement of side or end-body reflective tape as necessary

3. The Town mechanic or the Village Public Works Superintendent as appropriate will order and keep on hand an adequate emergency supply of critical equipment, such as tires, spreader repair parts, hydraulic fluid and fittings, tire chains, plow parts, lights.

4. The Public Works Superintendent will insure that operators perform and document preventive maintenance on a daily basis to include at a minimum:

- inspection of tires for wear
- checks on brakes and air systems
- checks of hydraulic hoses for leaks
- visible structural checks of frames and the pins holding the bed to the frame
- all electrical equipment, especially lights, wiring and sockets
- wipers
- plow blade wear
- safety equipment checks (see Appendix 8)

Materials

1. The Public Works Superintendents are responsible for insuring that adequate supplies of sand, salt and other winter products are on hand prior to the start of winter.

2. The Public Works Superintendents are responsible for maintaining adequate supplies of gravel, pea-stone, salt, calcium chloride, liquid salt (brine) and other winter products throughout the winter.
Training

Training will be conducted annually and as needed based upon the experience of the workforce on some or all of the following subjects in support of winter operations:

1. The winter snow plan
2. How salt, salt brine, calcium chloride and other deicing agents work
3. How and when to use the appropriate materials and mix of materials
4. Application rates/salt reduction
5. Special storm situations/ review of problems and complaints from previous year
6. Special deicing problems/locations
7. Winter safety considerations
8. Police/Public Works communications
9. Parking/towing ordinance
10. Public relations/complaint procedures / interaction with the public
11. Other subjects as appropriate
12. Accident procedures
13. Record keeping on material usage
APPENDIX 2

Continuing Operations During Non-Storm Periods

Soon after a storm event or during periods of lessened storm activity, a number of operations need to take place to insure readiness for subsequent winter operations.

Equipment needs to be inspected, using preventive maintenance techniques, and repairs made as necessary. Special attention needs to be given to tires, brakes, snowplows - including wings, shoes, bearings, spinners and chloride feed systems.

Written documentation is needed on a daily basis by each equipment operator during the winter on the hours plowed, the amount and type of materials used and any identification of ongoing problems or hazards that need be addressed.

Plow routes need to be driven and checked for identification of problems, especially illegal plowing by driveway contractors, problem mailboxes, snow castles, etc. It is the responsibility of the route driver to identify these problems and report them to the supervisor.

Materials, especially salt, need to be reordered to try and provide an adequate stockpile on-site.

It is important to wing-back snow on road shoulders following each major deposition of snow and to clear critical areas to make room for future storage. If the snow bank height becomes excessive, the top of banks will have to be cut down for proper visibility or future snow storage. If the snow is allowed to melt in place and refreeze, the result is a heavily compacted mass which cannot be moved without considerable effort by snow plows. Therefore, winging-back is an ongoing function which needs to be addressed as soon as storms subside and the amount of stockpiled snow dictates that winging-back is needed.

It is important that roadway drains and catch basins be kept open to allow melting ice and snow to run off. A salt or solid calcium chloride application may be needed to free them of ice and snow.

Following a storm, generally within 48 hours, an investigation will be made of all complaints received during the storm. The investigation will be completed by the Director, Superintendent, Foreman or their designated representatives. Their findings shall be made known to the complainant as soon as practicable.

During non-storm periods, municipal sidewalk plowing will not be extended to areas not covered under the Winter Operations Plan sidewalk plan. Plowing sidewalks during the winter season that have not previously been plowed can result in damage to equipment, infrastructure and property that is hidden under the snow cover.

Hauling of Snow: The Town outside the Village

The Winter Operating Plan does not include hauling snow in the Town outside the Village. The Town
Plowing equipment is configured to haul and spread winter products—sand, salt and other materials. It is not configured to haul snow with major, time consuming and labor intensive changes to the equipment. In addition, the Town has no location established and permitted for ecologically safe dumping of snow.

However, at specific locations, intersections, cul-de-sacs without storage space, school bus route problem areas or sites of repeated accidents, the Town may selectively utilize the loader and contract dump trucks to haul limited quantities of snow from a specific site. The principle purpose of snow removal is for the public’s safety and not for the convenience of the public. The hauled snow shall be dumped on Town owned land where it will have the least possible impact on the environment. The location will be determined by the Public Works Director or Superintendent.

**Hauling of Snow: The Village**

The Village hauls snow from a number of select locations to include but not necessarily limited to Railroad Street and the parking lot serving the Village offices. As determined by the Village Public Works Superintendent, snow may also be hauled from approximately 16 cul-de-sac locations. The designated snow storage area is at the Village Wastewater Treatment Facility.
APPENDIX 3

Post-Winter Follow-Up

Review the winter snow clearing operations as soon as possible in the spring with all in-house personnel and outside affected groups, including fire, rescue, police, schools, industry, the public and elected officials to obtain input for improvement in the coming season.

Give all equipment a thorough maintenance check after the last snowstorm of the winter.

1. Sandblast and paint all plows, blades and spreader assemblies as appropriate.
2. Order new plow blades and other equipment as necessary.
3. Oil and grease all moving parts before storing equipment.

Schedule summer construction for areas where road defects have resulted in problems all winter long, such as but not limited to ice patches, frost heaves, and poor ditching.

Identify new equipment needs for improving operations.

Provide the opportunity for employees to attend snow conferences and other events to broaden their understanding of snow clearing operations and to become aware of changing equipment and technology.

Develop and maintain a list of the significant complaints and/or plow route or technique changes that occurred during the past winter. Use these notes to develop changes to plow routes or special situations for incorporation into the Winter Operations Plan for the next year.
Application rates and use of various materials will need to be adjusted not only for different storm events but also during each event. Storms seldom do what they are predicted to do. During a snow or ice event, traffic volumes and patterns will vary. All these variables are the reason that all application tables relating to snow and ice control refer to themselves as guidelines. Important things to remember include:

**Techniques:**

Common sense and careful adherence to material application rates are key components of an effective snow removal operation. Also, timing is critical in applying salt, salt brine, calcium chloride, other deicing products or mixes and sand. Deicing should begin as soon as the snow starts to accumulate to keep snow and ice from bonding to the pavement.

Take advantage of nature when deicing. Let the wind help to spread salt or sand over the road. On elevated curves, let gravity work by spreading on the high part of the curve.

Sand does not melt anything. It has ability to aid in traction and that is it. It may be used in a mix with salt or other de-icing products during a freezing rain event or when temperatures are so low as to render deicing agents useless.

Always plow before applying any kind of chemical. If the blade can scrape anything off the pavement, it should be down.

Higher traffic volumes will aid in the melting of snow and ice. In general application rates can be lower on these roads.

To know when to reapply deicer on the road, watch the tires of cars travelling along the road. If snow falls directly behind the tires, it is time to reapply salt. If snow fans out under the tires, the deicer is still working. When snow begins to accumulate, generally plow and stop the application of deicer.

Higher traffic speeds will sweep straight salt off the road leaving less deicing product on the road, which reduces its ability to address the precipitation.

Remove snow, if necessary, from intersections, sharp corners and bends to improve visibility.

It is not cost effective to use dry salt when pavement temperatures are below 15 degrees F.

Give salt and treated salt time to work. Generally apply salt or brine early to create a brine at the snow/road interface and salt late for clearing.

Increase salt application during the night and on sunless days when the temperature drops sharply. Without the sun, you lose the effect of pavement radiation and warmth.

Know the pavement temperatures and their trends. Pavement temperature is affected by sunshine, clear skies at night, air temperature and wind. Pavement temperatures in the spring on a
sunny day are often sufficiently high that salting is not needed other than on bridges or heavily tree canopied roadways.

Adjust the spinner speed to the lowest possible for the conditions.

The goal should be to never melt everything. It should be to break the bond to the pavement made by the snow and ice.

Sometimes, it is best to do nothing or postpone plowing until there is a build-up on the road.

The table on the following page is taken from the American Public Works Association document entitled Municipal Snow and Ice control by Matt Wittum, latest version dated August 2014.
These rates are not fixed values, but rather the middle of a range to be selected and adjusted by an agency according to its local conditions and experience.

<table>
<thead>
<tr>
<th>Pavement Temp. (°F) and Trend (↑↓)</th>
<th>Weather Condition</th>
<th>Maintenance Actions</th>
<th>Salt Pre-wetted/Pretreated with Salt Brine</th>
<th>Salt Pre-wetted/Pretreated with Other Blends</th>
<th>Dry Salt *</th>
<th>Winter Sand (abrasives)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snow</td>
<td></td>
<td>Plow treat intersections only</td>
<td>80</td>
<td>70</td>
<td>100*</td>
<td>Not Recommended</td>
</tr>
<tr>
<td>&gt;30° ↑</td>
<td>Frz. Rain</td>
<td>Apply Chemical</td>
<td>80</td>
<td>70</td>
<td>100*</td>
<td>Not Recommended</td>
</tr>
<tr>
<td>Snow</td>
<td></td>
<td>Plow &amp; apply chemical</td>
<td>80</td>
<td>70</td>
<td>100*</td>
<td>Not Recommended</td>
</tr>
<tr>
<td>30° ↓</td>
<td>Frz. Rain</td>
<td>Apply Chemical</td>
<td>150</td>
<td>130</td>
<td>180*</td>
<td>Not Recommended</td>
</tr>
<tr>
<td>Snow</td>
<td></td>
<td>Plow &amp; apply chemical</td>
<td>120</td>
<td>100</td>
<td>150*</td>
<td>Not Recommended</td>
</tr>
<tr>
<td>25-30° ↑</td>
<td>Frz. Rain</td>
<td>Apply Chemical</td>
<td>150</td>
<td>130</td>
<td>180*</td>
<td>Not Recommended</td>
</tr>
<tr>
<td>Snow</td>
<td></td>
<td>Plow &amp; apply chemical</td>
<td>120</td>
<td>100</td>
<td>150*</td>
<td>Not Recommended</td>
</tr>
<tr>
<td>25-30° ↓</td>
<td>Frz. Rain</td>
<td>Apply Chemical</td>
<td>160</td>
<td>140</td>
<td>200*</td>
<td>400</td>
</tr>
<tr>
<td>20-25° ↑</td>
<td>Snow or frz. Rain</td>
<td>Plow &amp; apply chemical</td>
<td>160</td>
<td>140</td>
<td>200*</td>
<td>400</td>
</tr>
<tr>
<td>Snow</td>
<td></td>
<td>Plow &amp; apply chemical</td>
<td>200</td>
<td>175</td>
<td>250*</td>
<td>Not Recommended</td>
</tr>
<tr>
<td>20-25° ↓</td>
<td>Frz. Rain</td>
<td>Apply Chemical</td>
<td>240</td>
<td>210</td>
<td>300*</td>
<td>400</td>
</tr>
<tr>
<td>Snow</td>
<td></td>
<td>Plow &amp; apply chemical</td>
<td>200</td>
<td>175</td>
<td>250*</td>
<td>Not Recommended</td>
</tr>
<tr>
<td>15-20° ↑</td>
<td>Frz. Rain</td>
<td>Apply Chemical</td>
<td>240</td>
<td>210</td>
<td>300*</td>
<td>400</td>
</tr>
<tr>
<td>15-20° ↓</td>
<td>Snow or frz. Rain</td>
<td>Plow &amp; apply chemical</td>
<td>240</td>
<td>210</td>
<td>300*</td>
<td>500 for frz.rain</td>
</tr>
<tr>
<td>0-15° ↑</td>
<td>Snow</td>
<td>Plow, treat with blends, sand hazardous areas</td>
<td>Not Recommended</td>
<td>300</td>
<td>Not Recommended</td>
<td>500 spot treat as needed</td>
</tr>
<tr>
<td>&lt; 0°</td>
<td>Snow</td>
<td>Plow treat with blends, sand hazardous areas</td>
<td>Not Recommended</td>
<td>400**</td>
<td>Not Recommended</td>
<td>500 spot treat as needed</td>
</tr>
</tbody>
</table>

* Dry salt is not recommended. It is likely to blow off the road before it melts ice.

** A blend of 6-8 gal/ton MgCl₂ or CaCl₂ added to NaCl can melt ice as low as -10°
APPENDIX 5
List of Radio Call Numbers

NOT AVAILABLE IN PUBLIC VERSION
Section 1

APPENDIX 6

Contacts for Winter Storm Emergencies

NOT AVAILABLE IN PUBLIC VERSION
## APPENDIX 7

### List of Contractors for Assistance

<table>
<thead>
<tr>
<th>NAME</th>
<th>TELEPHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ormond Bushey &amp; Sons, Inc. (Ormond)</td>
<td>872-8110</td>
</tr>
<tr>
<td>2 Bushey Lane</td>
<td></td>
</tr>
<tr>
<td>Essex Jct., VT</td>
<td></td>
</tr>
<tr>
<td>John Leo &amp; Sons</td>
<td>878-4982</td>
</tr>
<tr>
<td>P.O. Box 8265</td>
<td></td>
</tr>
<tr>
<td>Essex, VT 05451</td>
<td></td>
</tr>
<tr>
<td>Don Weston Excavating, Inc</td>
<td>860-1566</td>
</tr>
<tr>
<td>349 Commerce Street</td>
<td></td>
</tr>
<tr>
<td>Williston, VT 05495</td>
<td></td>
</tr>
<tr>
<td>Dave's Rubbish Removal</td>
<td>878-2668</td>
</tr>
<tr>
<td>6 Curtis Avenue</td>
<td></td>
</tr>
<tr>
<td>Essex Jct., VT 05452</td>
<td></td>
</tr>
<tr>
<td>Wayne Russin Excavating</td>
<td>899-3396</td>
</tr>
<tr>
<td>Underhill, VT 05489</td>
<td></td>
</tr>
<tr>
<td>S and D Landscapes</td>
<td>879-8970</td>
</tr>
<tr>
<td>66 Logwood Circle</td>
<td></td>
</tr>
<tr>
<td>Essex, VT 05452</td>
<td></td>
</tr>
</tbody>
</table>
Winter Safety Practices

Personal Safety

The potential for personal injury increases significantly during winter operations due to the effects of cold temperatures, inclement weather, long periods of continuous operation, working in traffic areas during storm conditions and the tendency to "rush" to handle emergencies. Each employee needs to take personal responsibility for his/her own safety by exercising common sense and good judgment. To help prevent cold weather injuries, the following guidelines are provided:

Wear Proper Clothing

1. Dress in loose-fitting layers for the most adverse conditions expected. Loose clothing allows the blood to circulate freely which helps prevent frostbite. Layers can and should be removed while in a heated cab; however, all appropriate clothing, i.e., wet or cold weather outer-garments needs to be carried in the vehicle each time the vehicle leaves the garage. The gear has to be available in the case of an accident, vehicle breakdown or assistance to other drivers.

2. Protect your feet by wearing warm, dry boots; keep dry socks and wet weather boots readily available for use. When outside vehicles, non-insulated boots will not keep your feet warm if you remain inactive or motionless for long periods.

3. Keep an extra pair of dry gloves in the vehicle.

4. When outside the cab, wear a cold weather hat that protects the ears from frostbite. Heat loss from the body is more rapid when a hat is not worn.

Prevent Dehydration

1. The first evidence of dehydration is dark, yellow-colored urine. Other indicators are slow motion, no appetite, stomach sickness, drowsiness, tingling in the arms and difficulty in walking.

2. Carry fluids in the vehicle -- water, tea, coffee, soup. Any employee using alcohol on the job or driving under the influence of illegal drugs or alcohol will be subject to immediate suspension or termination.
Recognize Symptoms of Common Injuries/Life Threatening Conditions

3. Exposure to cold and wind chill factors

Wind, in combination with cold temperatures, creates an equivalent lower temperature. A 0°F actual temperature with a 15 mph wind is equivalent to -24°F temperatures.

Initial symptoms of exposure to cold include shivering, numbness, low body temperatures, drowsiness and marked muscular weakness.

Treatment involves getting to a warm area as quickly as possible, re-warming by adding clothing, wrapping in a blanket, drinking of hot liquids.

2. Frostbite

Frostbite results when crystals form in the fluids and underlying soft tissues of the skin. The effects are more severe if the injured area is thawed and then refrozen. Frostbite is the most common injury resulting from exposure to cold elements. Usually, the frozen area is small. The nose, cheeks, ears, fingers and toes are most commonly affected. Just before frostbite occurs, the affected skin may be slightly flushed.

Symptoms include: skin becomes white, gray or waxy yellow; skin tingles, then becomes numb; pain may occur, then let up - pain will be intense during thawing; blisters may form; the area of frostbite swells and feels hard.

Treatment includes:

(1) Protect the frozen area from further injury

(2) Gradually warm the frostbitten area as soon as possible

(3) Seek medical assistance immediately in the case of severe frostbite.
3. Snow blindness

Snow blindness occurs when the ultra-violet rays of the sun are reflected from a snow-covered surface.

Symptoms include: gritty feeling in your eyes; pain over the eyes; red, watery eyes.

Prevention: use sunglasses on bright sunny days

Treatment: wet compresses applied to the eyes, blindfolding the eyes, rest and recovery.

4. Carbon monoxide poisoning

Carbon monoxide is a deadly gas and is particularly dangerous because it is odorless and colorless.

Symptoms include: headaches, dizziness, yawning, a sick stomach and ringing ears in cases of mild poisoning. Severe cases will cause the heart to throb or flutter.

Treatment involves getting ventilation or outside air. Unconscious victims should be given mouth-to-mouth resuscitation and medical assistance obtained immediately.

**Equipment Safety**

Perform all pre-operation checks of vehicles to insure that critical vehicle systems are operational before leaving the garage.

Check each vehicle for working safety/emergency equipment onboard to include:

1. flashlight
2. fire extinguisher
3. first aid kit
4. safety flares
5. warning signs with reflectors
6. operational communications equipment
7. shovel, hammer, pliers, screwdrivers
8. safety vests

Do not exceed appropriate speeds for the equipment or operation. Obey posted speed limits.
**Operational Safety**

The foreman is responsible for routinely checking fatigue levels and switching/relieving drivers as necessary. In general, operators should not exceed shift lengths of 16 hours, except in extreme emergencies. The foreman also needs to pre-qualify drivers to ensure that they have the capability and skill to operate assigned equipment.

On Town vehicles, the mechanic will routinely check vehicles to verify operator preventive maintenance and to check on the operational capability of the equipment. On Village vehicles, the Public Works Superintendent performs this task.

Operators need to be especially cognizant of the following situations:

1. Changes along the route, such as relocated mailboxes, new curb cuts, deep ditches, etc.
2. Pedestrians in the roadway or in a position where thrown snow can knock an individual down.
3. Children playing in snowbanks; snow forts.
4. Inability to see immediately behind vehicles, especially when backing up.
5. Crowding the centerline.
6. Excessive speed.

Safety briefings will be held as part of the Snow Day session and periodically during the winter on at least a monthly basis.
APPENDIX 9

Section 1

Adjacent Towns’ Contact Lists

NOT AVAILABLE IN PUBLIC VERSION
Section 1

APPENDIX 10
Winter Notes to Police

1. Is the problem Town-wide, restricted to one area of Town or at a specific location?
The problem location needs to be defined as accurately as possible.

2. What is the specific nature of the problem?
   Snow - How much is on the road(s) and how much is falling? Is the problem on paved or gravel roads or both?
   Ice - How severe is the condition and is it widespread or site specific? Is the problem on paved or gravel roads or both?
   Miscellaneous - explain what the problem is in as much detail as possible.
   Debris - What is it (i.e., tree in road)? What is its size? Is it blocking all traffic or only one lane, etc.?
   Washouts - How large an area is affected (size) and is the washout in progress or over?
   Emergency Access - Police, Fire or Rescue cannot get to a location because of specific road conditions or problems.

3. What is being done by the Police Department pending arrival of Public Works employees?
   Will the Officer remain on site?
   Will barricades be put up?
   Will roads be closed?
   Will Fire/Rescue be contacted?
   Will the media be contacted?

4. A decision on what effort is needed to correct the problem will be made by the Public Works Department. However, any input from the Police Officer on site may assist Public Works in the timely arrival of help.
Section 1

APPENDIX 11

Warning Notes/Fliers

1. PARKING BAN
2. CHILDREN WARNING
3. SNOW ON WALKS
4. HIT MAILBOX
5. MAILBOX INSTALLATION/CORRECTION
“No person shall park or leave unattended a vehicle of any type on any street, town road, alley, lane, park or public grounds in the Town of Essex or the Village of Essex Junction during the period of December 1st through April 1st of the next year between the hours of midnight and seven a.m. (Section 7.20.050A of the Town Ordinance)”

The ban applies whether or not it snows.

Vehicles found in violation of the Town or Village Towing Ordinance shall be towed and subject to a fine.

The owner of vehicles parked within the Town or Village right-of-way may also be liable for damages.

A WARNING

Do not allow your children to play on or build fort or tunnels in roadside snow banks. Snow plows cannot change their speed or direction quickly enough to prevent injury or death to children playing in the snow banks.
REMINDER:

According to Title 19, Section 1111B of the Vt Statutes, “it is illegal to deposit material of any kind within, or in any way affect the grade of a highway right of way without a written permit from the Board of Selectmen of a Town.”

It is illegal to remove snow from private property and deposit it on the sidewalk, roadway or against such authorized structures such as fire hydrants.

Under Title 19, Section 1105, . . “A person other than a municipality who places or causes to be placed an obstruction or encroachment in a public highway or trail so as to hinder or prevent public travel, or to injure or impede a person traveling on the highway or trail, shall be fined not more than $1,000 plus . . .”

PLEASE CONSIDER THIS A WARNING.

The Public Works Dept. has determined that the damage to your mailbox was done by a Town/Village plow truck. A municipal employee will either repair your mailbox and/or post or install a standard new one, depending on the extent of the damage sometime in the next few days.

In some cases where poles/posts are damaged, a temporary fix will be made until a permanent replacement is installed in the spring.

The Selectboard and Trustees have established an upper limit for mailbox reimbursement of $45.

Residents with specialty mailboxes costing more than this amount will be limited to the stated reimbursement.

To report a damaged mailbox, please call the Town or Village Public Works Office as appropriate during normal working hours Monday through Friday, 7:30 a.m. to 4:30 p.m.
MAILBOX CORRECTION NEEDED

Please make the following corrections to your mailbox to reduce the chance of damage during winter plowing operations. The mailbox is:

☐ Leaning forward, needs to be straightened

☐ Too close to road, move back

☐ Too low, raise to appropriate height

☐ Secure fastener(s) / Connection loose

☐ Other


- Height - 42” to 48” from road surface

- Setback -
  - with curb - 6” to 12” from face of curb
  - uncurbed - a minimum 12” from the edge of pavement
Vermont Supreme Court: Snow and Snowplowing are Facts of life in Vermont; Trespass and Takings Claims must be Dismissed.

In a decision very favorable to Vermont municipalities, the Vermont Supreme Court has held that plowing snow onto property adjacent to a public highway is not a trespass or unconstitutional taking of property for public use. *Ondovchik Family Limited partnership v. Agency of Transportation*, 2010 VT 35

The plaintiff, Ondovchik Family Limited Partnership (OFLP), is a property owner in Shelburne. As a result of the expansion of State Route 7, a building on the property is located less than eight feet from the highway. OFLP complained that the Vermont Agency of Transportation’s (VTrans) snowplows propel snow and contaminated water runoff across the sidewalk and onto OFLP’s building and brought suit. The Vermont Supreme Court held that VTrans is under a lawful duty to remove snow from Vermont’s highways and this duty carries with it the privilege to deposit snow on adjacent property so long as this actions is reasonably necessary to performance of the duty. VTrans has discretion to choose an efficient method of removing snow, even if the method it chooses causes some intrusion into or incidental damage to adjacent property.

OFLP also asserted that VTrans’ plowing activities resulted in a taking of its property for public use, in violation of the Fifth Amendment of the United States Constitution, Article 2 of the Vermont Constitution. The Supreme Court rejected this argument as well, stating, “When winter road maintenance activities result in the intermittent snow throw and water runoff, it is an incidental incursion only and does not represent the kind of invasion that would amount to a taking.”

OFLP’s injury was no different than those of other landowners whose property fronts on plowed roads, all of whom benefit from having the roads plowed and who must “deal with the consequential and incidental incursions and damage that snow throw and water runoff may cause.” The Court noted that “snow and snowplowing are facts of life in Vermont, and we do not find a cause of action when defendant had done nothing more than protect public safety by plowing roads that it has an ongoing legal duty to plow.”

Vermont municipalities maintain approximately 11,500 miles of local highways, about five times the number of miles maintained by the state. The Supreme Court’s common sense approach to the inevitable consequence of winter and snowplowing is welcomed by all. A copy of the decision is at [http://info.libraries.vermont.gov/supct/current/op2009-182.html](http://info.libraries.vermont.gov/supct/current/op2009-182.html)

Jim Barlow, Senior Staff Attorney, Municipal Assistance Center.

*VLCT News, June 2010*
SECTION 2
WINTER OPERATIONS
SPECIFIC TO THE
TOWN
OUTSIDE THE VILLAGE
SECTION 2
WINTER OPERATIONS SPECIFIC TO THE TOWN OUTSIDE THE VILLAGE

General.............................................................................................................................................T1
Pager Responsibility......................................................................................................................T1
Determination of Operations.......................................................................................................T2
Control Center...............................................................................................................................T2
Equipment........................................................................................................................................T2
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SECTION 2

WINTER OPERATIONS SPECIFIC TO THE TOWN OUTSIDE THE VILLAGE

General

The Town of Essex Public Works Department has the responsibility of maintaining essential services on over 75.68 miles of accepted Town roadways, 23.16 miles of which are gravel and 52.50 miles paved, as well as over 58 miles of waterline, over 53 miles of walks and paved paths, over 30 miles of sewer, over 1,700 catch basins and associated piping and maintenance of public buildings. A significant portion of the Department's overall efforts are directed towards maintaining the essential transportation and utility services during the winter season.

The Public Works Director has direct responsibility for management of the Department, acting under the general policy direction of the Unified Manager and authority of the Selectboard. The Public Works Director manages seven functional areas within the Department - Administration, Engineering, Vehicle Maintenance, Highway, Conservation, Water/Sewer and Public Buildings. The day-to-day operations of Vehicle Maintenance, Highway and Public Buildings are supervised and coordinated by the Public Works Superintendent. The Public Works Superintendent is responsible for winter field-crew operations. Administration is the primary responsibility of the Public Works Secretary. The Town Engineer/Utility Director is responsible for the Water/Sewer and Engineering Divisions and acts for the Public Works Director in his absence. Section 2, Appendix A contains an organizational chart identifying Department structure; section 2, Appendix B lists vehicle and route assignments; Section 2, Appendix C lists vehicles available for plowing.

The general procedures used by the Town during winter operations have been identified in Section 1. More specific details on Town operations are as follows:

Pager Responsibility

During the winter of 2018-2019, the non-working-hours pager responsibility will be shared among selected Public Works Highway Level III and IV employees rotating on a published schedule. The person carrying the pager will make an initial determination on how the storm event will be handled. The employee with the pager will be temporarily in charge of operations until the Public Works Superintendent, Highway Foreman or Public Works Director arrives and takes over responsibility. A list of persons carrying the pager and dates has been published and is in effect.

If contact cannot be made with the Highway Pager, the Public Works Superintendent should be paged followed by use of the Notification list identified in Section 2, Appendix E.
**Winter Storm Operations**

**Determination of Town Operations**
Using the resources available to the Town and judgment based on experience, the Public Works Superintendent or his designated representative will determine the appropriate level and timing of snow and ice control to be performed by the Department. The Superintendent of Public Works or his designee will contact employees in the Department using the alert notification list.

**Control Center**
Upon notification, employees at the Highway Garage on Sand Hill Road complete a pre-startup check of equipment and proceed to perform the necessary snow and/or ice clearing operations. The Control Center is contacted either using the Highway Garage telephone number (879-6689) or the Superintendent's number (878-0886).

**Equipment**
To support the operation, the Department has equipment available as noted in Section 2, Appendix C. Three 7 cy dump trucks have automatic salt calibration devices installed (#103, #107, #105) as well as all three of the 3 cy dump trucks (low pro’s #112, #104 and #123). The remaining “gravel” road 14 cy dump trucks do not have calibration devices installed. Trucks #103, #107 and #105 are equipped with liquid application tanks for use in pre-wetting the salt at the spinners using either liquid salt brine (NaCl) or Calcium Chloride.

**Materials**
At the Highway Garage yard located on Sand Hill Road, ice and snow clearing materials are stockpiled for use during the winter season. The materials used by the Town are:

1. 5,000 to 6,000 tons of sand.

2. Approximately 500 tons of salt are maintained on-site in covered salt sheds. Usage increased last winter due entirely to winter weather conditions. In recent preceding years salt usage has generally been lower due to less severe winter weather, improved application and control equipment on more trucks, increased monitoring, supervisor direction on salt application and greater use of a variety of products, matched against the temperature, road condition and precipitation level.

As the on-site stockpile of salt is depleted, additional salt is ordered. The Town source currently being used is:

Cargill Salt Company  
c/o Barrett's Trucking  
16 Austin Drive  
Burlington, VT 05401
Other potential sources are:

American Rock Salt Co, LLC  
P.O. Box 190  
MT. Morris, NY 14510  
Contact: Christine Tandy

Apalachee LLC  
1423 Highland Ave  
Rochester, NY 14620

3. 3,500 gallons of 32% liquid calcium chloride are stockpiled in a weather-protected fiberglass storage tank at the Highway Garage. This material is utilized in connection with rock salt to speed the thawing process and depress the thaw point.

4. Salt brine may be utilized under certain conditions. It was created on-site through a system constructed by Town employees. The salt brine is used sparingly to pre-wet roads prior to a storm when temperatures are 32° or slightly lower and to routinely pre-wet salt distributed off the plow-truck spinner. Salt brine is only effective within a narrow range of temperatures and weather conditions, and therefore, the Town only has a stockpile of 500 to 600 gallons available for use during a given storm.

5. Other alternative chemical/organic products will be purchased and stored this year for use during low temperature situations. One product used in 2017-2018 was Ice-be-Gone (Magic Salt). It will be sprayed onto a portion of the stored salt and will be used at temperatures around 15 degrees or lower.

Snow Plowing and Sanding/Salting Operations
The Public Works Department has organized the equipment into seven major routes for routine operations. During very heavy snowfalls, the road grader may be used on an eighth route in the northeast quadrant to free up one additional dump truck to assist in clearing other priority routes. In general, two heavy-duty dump trucks (14 cy capacity each) plow and spread sand on the gravel roads and certain designated paved roads, three heavy-duty dump trucks (7 cy) and three medium duty dump trucks (3 cy) plow and spread salt on the paved roads. The routes are described in section 2, Appendix D. Each complete route for a single truck is approximately 35 miles in length and takes in excess of four to five hours to complete, once a major snow event is over.

1. The routes have been established to provide highest priority coverage to the roads with heaviest usage (the major arterials) and history of severest conditions and/or accidents. The highest priority roads for each designated route are:
S. Wilson Paved Route (Truck 105 – 7 cy)
Susie Wilson Road
Susie Wilson Road Bypass
Kellogg Road
Gardenside Lane

Susie Wilson Support Route (Truck 123 – 3 cy)
Old Colchester Road
Gentes Road
Pinecrest Drive

NW Gravel Roads (Truck 106 – 14 cy)
Brigham Hill Road
Lamore to Discovery
Chapin Road
Lost Nation Road to Discovery Road
Discovery Road

Central Route A (Truck 103 – 7 cy)
Essex Way
Towers Road
Old Stage Road
Clover Drive
Sydney Drive
Hagan Drive

Central Route B (Truck 104 – 3 cy)
Billie Butler Drive/Carmichael Street
Tanglewood Drive
Lamell area
Other roads within the plow route without sidewalks or school bus coverage

Central Route C (Truck 112 – 3 cy)
Upper Sand Hill Road area
Foster Road
Maplelawn Drive
Margaret Street
Deer Crossing
Other roads within the plow route without sidewalks or school bus coverage
NE Gravel/Paved Route (Truck 108 14cy)
Weed Road
Osgood Hill Road
Bixby Hill Road
Sleepy Hollow

SE Paved Route (Truck 107)
Lower Sandhill Road
Valleyview Drive/Pinewood Drive loop
North Williston Road
Allen Martin Drive

2. The cycle capability of each vehicle will be maximized so that unnecessary reload trips are not made for re-supply of materials at the Highway Garage.

3. Plow routes are designed for mostly right-hand turns to avoid leaving windrows in intersections.

4. An intermediate priority will be given to collector streets with lesser traffic loads and a reduced history of accidents. (A collector street is one that is being used or will be used to carry a substantial volume of traffic from a minor street(s) to a major street or community facility, and normally includes the principal entrance street to a large subdivision or group of subdivisions, and the principal circulation streets within such subdivisions). Examples of this type of street are Greenfield Road, Greenbriar Drive, Sleepy Hollow Road, Brigham Hill Road, Indian Brook Road, Lost Nation Road, Sydney Drive, Willoughby Drive, etc.

Because of their location adjacent to collector streets, many minor streets (not including dead-end streets and cul-de-sacs) will be cleared concurrent with collector streets or immediately following the collector streets. Examples are Margaret Street, Lavigne and Perry Roads, Colonel Page Road and Pioneer Street.

Dead-end streets follow in priority.

Some collector, minor or dead end streets may be cleared earlier in a given storm event to meet the objectives of cycling, access on steep grades and school routes/pick-up points/streets without school busing coverage.

Due to the inability of the 7 cy trucks to effectively clear many dead-end streets and cul-de-sacs, the operations plan has been revised to clear more of the dead-end roads with the intermediate plow trucks (3 cy). These trucks can clear the streets and dead-ends and not require that separate trips be made with pickups and one-tons. Clearing of cul-de-sacs and dead-end streets is extremely time-consuming. Very often these areas will not be cleared until well after all other clearing operations are completed. This also occurs when manpower is not available to man all Town equipment (extended storms, illness, etc.).
5. Within neighborhoods without school busing coverage or sidewalks, the Department will attempt to plow the neighborhood streets with at least one-pass of the road plow prior to 7 A.M. and will attempt to open these roads prior to school dismissal.

6. Sidewalk plowing

   a. Sidewalk plowing is limited in the Town due to a combination of available equipment, manpower and the nature of the infrastructure. Many of the sidewalks are older and at a width of 4 feet, with adjacent obstructions such as power poles, fences, rock walls and the like. Sidewalk plows cannot fit on many of these walks due to width conflicts. In a full storm situation, every truck is staffed by a single employee and one full-time employee is available for sidewalk plowing. This staffing assumes that no employees are out of work due to illness or other reasons. There is limited back-up through use of temporary help or re-assigned water-sewer employees.

   b. Sidewalk plowing in designated areas will generally begin with the onset of a storm and end when the designated sidewalks are plowed. During some storm events, lack of equipment or manpower may prevent sidewalks from being plowed until after the end of the storm. When this occurs, sidewalk plowing is targeted for completion within 24 hours of the end of a major storm event.

   c. The Town has 53 miles of sidewalks and paved paths. Prior to this winter, sidewalk plowing was done on 17 miles of walkways. The rationale used was based on the following statement taken from last year’s winter operation plan.

      “Sidewalks have been chosen for clearing on high traffic roads where pedestrians may be at greater risk if they were to walk in the roadway and to provide at least “one side of the street” coverage from the entrance of major subdivisions to schools, commercial areas, library, etc. The intent of sidewalk plowing is to try and open sidewalk to a central point within the major developments on the main entrance road to the development.”

   d. For the winter of 2018-2019, changes to the sidewalk plowing plan are necessitated by the Essex-Westford School District’s decision to both require students within a set distance from the schools to walk and to reduce the number of bus pickup points. This occurred after all Town budgets were approved for the year, limiting the Town’s ability to significantly expand sidewalk plowing coverage.

   e. Given the School District’s busing changes, the Town has readjusted its coverage and priority on sidewalk plowing to reflect the following:

      1) The first priority is unchanged from previous years and it is articulated in paragraph 6c. The list of coverage is unchanged from previous years and the routes are listed under 6f. Pedestrian usage of the sidewalks is not exclusive to students; usage by the elderly and others must be considered as well.

      2) The second priority are those walks within the radius defined by the school for ‘walk to school zones’. This affects the following streets that have sidewalks that have not
previously been plowed: Blackberry, Steeplebush, Cedar St. to the intersection with Cedar Court, Bluestem, Clover to the intersection with Bluestem, Mapelawn, Lasalle, Margaret from Lasalle to Sand Hill Road, Butternut Court to Sage, Sage to Hickory and Hickory.

3) The added sidewalk plowing will only occur on one side of the street.

4) The Town will make every attempt to clear the priority one and two walks before students must be at school. However, this effort will require the use of two sidewalk plows and the two sidewalk plows will take from 6 to 7 hours working together to meet this objective. If this objective cannot be met during the winter during specific storm events, residents need to plan to provide alternate transportation of students.

f. The areas of sidewalk for priority one plowing include the following:

The areas of sidewalk which are planned for clearing include:

```
(1) The bikepath from the Town/Village line in the Countryside Development to Rt. 15, including the spur to the Commons at Essex Way
(2) Rt. 15 in Essex Center, Alder Lane, Rt. 128 to the Elementary School and Jericho Road from the intersection with Rte 128 to Sandhill Road (new walkway section in Essex Center)
(3) Sandhill Road from Rt. 15 to Allen Martin Parkway
(4) Rt. 15/Susie Wilson Road (west end of Town) from Ethan Allen Avenue to Kellogg Road (both sides), Ewing Place, and the Marketplace and David Drive (one side)
(5) Pinecrest Drive (both sides) to northern entrance to Suffolk Lane (one side), and Kimberly Drive
(6) Essex Way from Rt. 15 to the end of bituminous path in the Woodlands Development, between Repa and Bashaw Drive (one side)
(7) Bixby Hill Road from Rt. 128 to Iris Street
(8) Foster Road & Founders Rd. bike path
(9) Allen Martin Parkway to the intersection with Partridge and Laurel Drive and back to Saxon Hollow Drive to Greenbriar Drive to Alderbrook Road (one side)
(10) The Craftsbury Court to Rt. 15 interconnecting trail
(11) From the interconnecting trail at Craftsbury Ct. west on Craftsbury to Old Stage Rd., north on Old Stage Rd. east onto
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Peacham Lane extension (street travel only), north on Peacham Lane to Willoughby, east on Willoughby to Cavendish, west on Cavendish to Peacham Lane, north on Peacham Lane (street travel only) west on Willoughby to Old Stage, south on Old Stage to the Rt. 15 intersection.

(12) Kellogg Road to the Colchester Town line (both sides)
(13) Saxon Hollow Drive and Greenbriar Drive from Saxon Hollow Drive to Alderbrook Road
(14) Blair Road
(15) Iris Street to Bobolink Circle, north on Bobolink to Clover Drive, Clover Drive to Towers Road (all one side), Bobolink Drive on the southern side and return to Rt. 15 (new)
(16) Gauthier Drive and New England Drive (one side)
(17) Path adjacent to Old Colchester Rd from Rt. 2A to the Village boundary
(18) Carmichael Street (both sides) to the end of the accepted roads and along the paved connecting path on the unaccepted portion of future Carmichael Street.
(19) The path on Marion and Irene Avenues (one side)
(20) The path on Rt. 128 from Irene Avenue to Thomas Lane
(21) The sidewalk on the east side of Frederick Road, Lamell Ave between Frederick and Richard Street and Richard Street to Rt. 15.
(22) Laurel Drive from Allen Martin Parkway to the start of the circular portion of Laurel Drive
(23) The temporary gravel path from Rt. 15 (Butlers Corners) to the Town Center parking lot.
(24) Pioneer Drive from Pinecrest Drive to Blair Road
(25) Saybrook Road from Rt. 15 to the 1st driveway intersection on the west side.
(26) The multiuse pedestrian path on the south side of Rt. 15 from Saybrook Road to Sunset Road
(27) The paved, multi-use path along Rt. 15 from Essex Way west to the end of the paved section in the Town green-space
(28) The concrete sidewalks on Carmichael Street from Essex Way to the existing and fully completed elderly housing complex
(29) Joshua Way from Pinecrest Drive to Susie Wilson Road
(30) Rt. 15 from Sunset Drive to the Shopping Center ped crossing
(31) Commonwealth Ave (east side) from Rt. 15 to the NBT Bank entrance road and from Commonwealth Ave (east side) over the gravel path to the Town Center parking lot.
(32) A new pedestrian crossing on Sand Hill Road near Founders Road will be kept open. The sidewalk on Maplelawn Drive will not be plowed.
Sidewalks have been chosen for clearing on high traffic roads where pedestrians may be at greater risk if they were to walk in the roadway and to provide at least "one side of the street" coverage from the entrance of major subdivisions to schools, commercial areas, library, etc. The intent of sidewalk plowing is to try and open sidewalks to a central point within the major developments on the main entrance road to the development.

The amount of sidewalk plowing is limited both by the amount of equipment and the lack of manpower in Public Works to place an employee on the sidewalk plows. In a full storm situation, every truck used for plowing is manned by one employee. There are 10 trucks and 10 employees for winter operations. The Department has two sidewalk plows but insufficient staffing for both. The sidewalk plow is staffed by utilizing either a temporary employee or a water/sewer operator or the Town mechanic. When the water/sewer operator or Town mechanic is taken from his normal duties to run the sidewalk plow, coverage is lost in their area of primary responsibility. Without additional staffing, sidewalk plowing is a secondary task generally undertaken only after the primary vehicle routes are open. A one-pass coverage of the sidewalks designated for plowing takes from 6 hours (v-plow) to 10 hours (blower) to accomplish with one employee.

Special Practices for 2018-2019

1. The winter of 2017-2018 was characterized by generally harsh conditions weather, icy conditions on gravel roads and moderate snowfall with an increase in materials usage and overtime. Supply availability of salt, sand and other materials was not a problem. A comparison of overtime, sand and salt provides an indicator of activity level and conditions over the last year.

<table>
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<tr>
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<tbody>
<tr>
<td>Overtime (hours)</td>
<td>2,642</td>
<td>4,150</td>
<td>3,571</td>
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<tr>
<td>Sand (tons)</td>
<td>5,653</td>
<td>4,700</td>
<td>7,962</td>
<td>4,600</td>
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<tr>
<td>Salt (ton)</td>
<td>1,359</td>
<td>1,700</td>
<td>1,663</td>
<td>1,600</td>
</tr>
</tbody>
</table>

2. The procedures followed in the winter of 2017-2018 to reduce overtime, sand and salt use will again be used in the winter of 2018-2019.

3. Salt use will be applied at reduced application levels on flat roads and dead-end streets with cul-de-sacs, but not necessarily eliminated. At the appropriate times and weather conditions, salt and/or salt brines or sand will be applied to keep the areas trafficable. Snow may accumulate more on the flat roads than on hilly sections or on the priority routes. Salt prices escalated dramatically this year, rising by over 14%.
4. Low traffic-volume, flat development roads will also have lower salt application than other roads. Salt, salt brine and sand will be used to keep areas trafficable; salt will be used to reduce the build-up of thick snow and ice in the streets and to prevent the blockage of catch basins by ice. Some build-up of snow and ice will be allowed to accumulate. Typical streets are: Hillside Circle, Butternut Court, Patricia Place, Maplelawn Drive, Rosewood Trail, Cindy Lane, Circle Drive, Ronald Court, Sunset and Lida Drive, Colbert Street and Gauthier Drive.

5. The areas of sidewalk clearing are kept level changed from last year. (See Page T6) The intent is to generally clear sidewalks without extensive use of week-end overtime; although sidewalks will be plowed on weekends when they are part of a continuous storm cleanup or when conditions warrant as determined by the P.W. Superintendent or P.W. Director. Unless the sidewalks are cleared immediately following a Friday or Saturday storm, followed by dropping temperatures, cleanup cannot be effective on Monday. The surface is too frozen to move without the high use of salt and excessive labor.

6. During the evening hours of a storm event between 11:00 P.M. and 3:00 A.M., unless there is a continuous heavy snowfall or continuous ice storm, the Town forces will be reduced to a minimum or no staffing.

7. Each driver is given the responsibility to make decisions regarding the blend of materials and application rates to keep the roads trafficable and reasonably safe while concurrently minimizing costs. However, the Superintendent or his designated representative will establish a general material type and application rate prior to each major storm event and employees are expected to use these settings as a starting point for the storm.

8. On paved roads, salt brine may be used in combination with salt in the 25 degree (+ or -) to 34 degree range; salt with liquid calcium and other alternative chemical/organic additives will be used generally below 25 degrees down to 15 degrees (+ or -) and below that level, either higher concentrations of salt plus additives, sand or no material will be placed. All trucks will be calibrated and all drivers will be required to report on their salt usage following each storm to the Superintendent.

9. The Town used contract plowing services last year to plow certain sidewalks and angled parking in the Town Center area (Carmichael Street), beyond the operational capability of the Town. A contract has been signed for this specific service for 2018-2019. Contractor plowing will be used for all of Carmichael Street and Commonwealth Avenue.

10. It is important to note that the plan which has been presented and the accompanying map are subject to change with each storm. Also, the time frame for clearing can vary markedly depending upon conditions and continuing effects of a storm. Other factors affecting the plan are:

- night-time plowing
- commuter traffic
- parked cars
- equipment breakdown
assistance to the Fire or Police Departments
assistance to school buses
time length since the start of the storm
availability of materials
budget funds

11. In order to guide the Department in utilizing the best available techniques in snow and ice clearing operations, a set of guidelines (not requirements) is provided in Section 1, Appendix 4. Operator judgment and close control of materials are key elements in managing snow/ice clearing operations.

Town snow removal operations generally will not start until one hour after the initial call, because of the time factor in getting crews in, equipment checked and materials loaded. Also, with routes requiring four to five hours to plow completely, notification has to occur by 2 AM or it is not likely that the major roads will be open by 7 AM.

12. Special Safety Considerations for 2018-2019

   a) With a potential increased concentration and with the age range of students at school bus stops, all busing students need to be cognizant of Town snow plows and the inability of drivers to quickly stop a plow truck weighing in excess of 25 tons. At 30 mph, a truck will travel 103 feet before the driver can react and apply brakes and at least another 73 feet to stop on dry pavement. Students need to stay out of the roadway when plow trucks are approaching and refrain from playing in or around the snow banks. School bus stops are not playgrounds.

   b) It is important that everyone walking on or near the Town roads during the winter have some form of bright or reflective clothing so drivers of all vehicles can see them and take action to avoid those walking. This is especially an area of concern due to the shortened length of sunlit days and during periods of reduced visibility as in heavy snowfalls.

Snow Removal on State Highways in the Town of Essex

Within the Town of Essex, there are over 22 miles of State highways, including:
   Rt. 15 (Center Road, Jericho Road)
   Rt. 117 (River Road)
   Rt. 128 (Browns River Road)
   Rt. 2A (Colchester Road)
   Rt. 289 (Circumferential Highway & ramps)

Snow removal on these roads is the responsibility of the State of Vermont administered by the District 5 Highway Garage, located in Fort Ethan Allen. Questions or comments on these highways are to be directed to the District Highway Administrator, Dave Blackmore, Dan Shepard or Dick Hosking.
Use of Sand / Salt from the Town Highway Garage

The Town of Essex expects that homeowners and businesses will obtain sand and salt from the private sector for use in keeping their driveways and walkways clear. The clearing of private driveways / walkways is the responsibility of the individual property owner as noted in Title 24, section 2291.

The Town prohibits the taking of any amount of road salt from the Town highway garage for private use.

The Town purchases winter sand solely for use on Town roads and walks; it is not purchased for routine use by residents or businesses on private driveways or walkways.

It is understood that emergency (non-routine) situations may occur, such as during an ice storm, when residents may need sand on an emergency basis. It is not considered an emergency when local businesses that sell sand are open and sand is readily available for purchase. In emergency situations, residents and businesses may obtain no more than two (2) 5-gallon pails of sand from a stockpile outside the gate to the highway garage.

Mailbox Policy and Encroachment in the Public Right of Way

Because of the volume of complaints specific to objects in the Town right-of-way and damage to property, the following Town policy has been established:

1. Title 19, Section 1111 prohibits encroachment of the Town right-of-way without prior approval by the Selectboard. Objects in the ROW are placed there at the owner's risk and the Town assumes no responsibility for any damage to objects placed in violation of the statutes. Common items damaged are fences, flowerpots, basketball hoops, etc., (placed within the Town ROW).

2. To ensure mail delivery to all rural residents, the Town has provided blanket authorization for mailboxes located in the Town right-of-way. The Town retains control over specific location of the mailboxes and may require the homeowner to move the box to a more suitable location.
   a) The Town will fix a damaged mailbox or replace a mailbox (up to a monetary limit of $45 per mailbox per event) only when the Department determines that a plow physically hit the mailbox. This determination is made by observation of cut marks, paint off the plow blades, etc.
   b) Heavy snow coming off the plow blade will often knock over and damage mailboxes which have not been adequately mounted or braced or those mailboxes whose doors have been left open. Also, mailboxes are damaged by private contractors and homeowners during driveway clearing operations. The Town will not fix or replace mailboxes in these situations.
c) Owners of mailboxes have a responsibility to contact Public Works at 878-1344 during daytime hours within 72 hours of damage to a mailbox if they intend to seek repairs, a new mailbox or reimbursement from the Town. The Town will inspect the mailbox to determine if it is the Town’s responsibility for the mailbox damage. No payment of the $45 to replace a mailbox will be made by the Town until the replacement has been completed and verified as being in place by the Town.

d) The clearing around mailboxes is the sole responsibility of the owner and not the Town. With the large number of streets to plow and limited municipal resources, Town plows cannot provide a level of service that clears the road to every mailbox.

e) The Town will notify residents prior to the start of winter regarding mailboxes that need repair or movement. The Town will not repair mailboxes that are noted as being damaged or inoperative prior to winter.

3. The Town will restore or replace objects located on private property damaged as a result of its snow or ice clearing operations, when it has been determined that the Town was responsible for the damage, consistent with the Supreme Court Ruling in 2010.

4. Recovery of damages will be pursued by the Town, if Town equipment is damaged due to objects placed in the Town ROW.
SECTION 2, APPENDIX A
2018 - 2019

ORGANIZATIONAL CHART OF THE TOWN PUBLIC WORKS DEPARTMENT

PUBLIC WORKS DEPARTMENT

PUBLIC WORKS DIRECTOR
(1) Dennis Lutz, P.E.  
Department Management

PUBLIC WORKS SECRETARY
(1) Chris Stoddard  
Administration

PUBLIC WORKS HIGHWAY SUPERINTENDENT
(1) Loren Ward  
Supervision and Coordination of Daily Operations

STORMWATER PROGRAM COORDINATOR/STAFF ENGINEER
(1) Ann Costandi, E.I.

TOWN ENGINEER/UTILITIES DIRECTOR
(1) Aaron Martin, P.E.  
Engineering, Field Inspections, Contract Administration

STAFF ENGINEER
(1) Dan Gregoire

HIGHWAY DEPARTMENT
Maintenance, Repair and Rehab of 75+ miles of Town Highway, 1,681 Catch Basins, Winter Operations  
(8) Full Time and (1-3) Temporary Employees  
Eric Barkyoumb, Foreman  
Dan Roberge, Foreman  
Peter Daigle  
Brian Roy  
Robert Miller  
Tom Kabusk  
Carl VonStritzky  
Vacancy to be filled  
Fletcher Eddy (1/2 time)

VEHICLE MAINTENANCE
(1) Jerry Lesage  
Maintenance of 22 + Public Works Vehicles Plus Others

PUBLIC BUILDINGS
General Maintenance and Repair of 81 Main, Town Garage, Memorial Hall, Library, Public Works Office  
(Duties as Assigned)

WATER AND SEWER DEPARTMENT
Operation and Maintenance of 30 Miles of Sewer, 14 Pump Stations, 58 Miles of Associated Drain Piping and Waterline  
(4) Robert Whitten, Foreman  
Rick Jones  
Fletcher Eddy (1/2 time)  
Tyler Bortz
SECTION 2, APPENDIX C
2018-2019
TOWN EQUIPMENT FOR SNOW OPERATIONS

PRIMARY ROUTES

2010 Int’l 14 cy dual axle D/T with 1-way, 11’ snow plow and 10’ wing with under carriage discharge (#106) - gravel roads

2007-2018 Int’l 7 cy D/T with one-way, 11’ snow plow & 10’ wing and liquid brine dispenser (paved roads) (#105)

2009 Int’l 7 cy D/T with one-way, 11’ snow plow & 10’ wing liquid brine dispenser with under carriage discharge (Truck #107)

2012 Int’l 7 cy D/T with one-way, 11’ snow plow & 10’ wing with liquid brine tank (paved roads) (#103)

2017 Int'l 14 cy D/T with one-way, 11' snow plow & 10' wing, under carriage discharge (gravel roads) (#108)

2014 Freightliner, 3 cy with angle 9’ 8” snow plow and 9’ wing plow (#123-partial time)

2015 Int’l 3 cy D/T with angle 9’ 8” snow plow and 9’ wing plow (#104 – partial time)

2016 Int’l 3 cy D/T with angle 9’ 8” plow and 9” wing plow (#112 – partial time)

CUL-DE-SACS, PARKING AREAS, SCHOOL TURNAROUNDS

2015 Int'l 3 cy D/T, 9’ 8” all angle plow, with 9’ wing plow (#104) primary route (partial time)

2014 Freightliner 3 cy D/T, 9’ 8” plow with 9’ wing (#123) primary route (partial time)

2016 Int’l 3 cy D/T, 9’ 8” plow with 9’ wing (#112)

2017 Chevrolet 4x4 Crew Cab all-angle, 9’ hydraulic snow plow (#102) (as needed to fill in)

2016 Ford F350 1-ton pickup with plow and drop-in sander (#25)

SUPPORT EQUIPMENT

2010 Case backhoe/loader (emergency loading/digging) (#113)

2001 Trackless Sidewalk Snow Plow (#118 120)

2006 Caterpillar 143H grader (emergency plowing use only or for gravel roads) (#116)

2015 John Deere 524 Bucket Loader (#219)

2012 MB MSV Sidewalk Snow Plow (#119)

2018 Trackless M7 Sidewalk Plow (#118)
SECTION 2, APPENDIX D
2017-2018

MAPS OF HIGHWAY ROUTES (TOWN)
Plow Routes 2018-2019
Sidewalk Plow
Route 1

SEE INSET

Old Stage Village area

SEE SEPARATE MAP
(Plow 1 - Town Center)

Contractor Plow
(Carmichael & Freeman)

Plow Route
(green - existing routes)

2nd Priority Plow Route
(orange - new for 2018-2019)

Town Boundary

Road
Village will plow sidewalk on all of Old Colchester Rd

Sept 2018

Sidewalk Plow

Route 2
Plow Routes 2018-2019
Truck # 102
Assists Trucks 25 & 34

TRUCK
- Truck 25
- Truck 34
- Truck 34
- Town Boundary
- Road

Pinewood / Perkins Area (truck 25)

81 Main Street Parking (truck 25)
Plow Routes 2018-2019

Truck # 106

Plow to Turnaround at Colchester / Milton town line

# 34 Plows this and the park areas

Truck 34

Truck 34

Truck 106

Town Boundary

Road

Truck 103 Assist w / Salt

No Salt Zone
NOTE: May be assisted by Truck 112 early in the storm
SECTION 2, APPENDIX E

TOWN OF ESSEX
PUBLIC WORKS NOTIFICATION LIST

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<th>Date</th>
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<th>Ground Cond.</th>
<th>Total Hrs.</th>
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<th>Salt CY</th>
<th>Sand/Salt CY</th>
<th>CaCl2</th>
<th>Other Material</th>
<th>Fuel Gal.</th>
<th>Comments</th>
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**Week Totals**

**Ending Mileage** ________________

**Starting Mileage** ________________

**Operators** ________________

**Air Conditions**

1. Clear
2. Fog/Mist
3. Rain
4. Sleet
5. Light Snow
6. Heavy Snow
7. High Winds

**Weather Conditions**

A. Dry
B. Icy/Freezing
C. Black Ice
D. Dusting of Snow
E. Light Snow Cover (less than 1”)
F. Moderate Snow Cover (1” to 3”)
G. Heavy Snow Cover (over 3”)
H. Drifting/Blowing on Road
SECTION 2, APPENDIX G
2018-2019
TOWN TOWING ORDINANCE

Chapter 7.24

TOWING

Sections:

7.24.010  Findings.
7.24.020  Seasonal hours when parking prohibited.
7.24.030  Unattended or obstructing vehicles prohibited.
7.24.040  Removal of Vehicles authorized when.
7.24.050  Towed vehicles – Registered owner responsibility.
7.24.060  Commercial towing service authorized when.
7.24.070  Redemption of towed and stored vehicles – Costs.
7.24.080  Citing in addition to towing when.
7.24.090  Chapter provisions not exclusive.
7.24.010  Findings.

It has been determined that motor vehicles parked in such a manner as to create or constitute an impairment to traffic or to interfere with the removal of snow or ice, of the sanding or salting of public streets and highways or to delay or preclude the delivery of emergency services, police, fire and ambulance, constitute a hazard contrary to the public health, safety and welfare, and therefore the selectmen of the town of Essex ordain as set out in this chapter (Preamble of Ord. Passed 2/27/78)

7.24.020  Seasonal hours when parking prohibited.

Any person who shall park or leave unattended a vehicle of any type on any street, road or highway during the period beginning December 1st through April 1st of the following year after midnight and before seven a.m. shall be in violation of this chapter (§ 4 of Ord. Passed 2/27/78)

7.24.030  Unattended or obstructing vehicles prohibited

Any person who shall leave parked an unattended a vehicle of any type which is a hazard to the safe flow of traffic, blocks the use of fire hydrants, or obstructs the movement of emergency vehicles, shall be in violation of this chapter. (§ 6 of Ord. passed 2/27/78)

7.24.040  Removal of vehicles authorized when.

In time of actual emergency, the fire department or ambulance crews may remove vehicles as described in Section 7.24.030 above by operating, pushing, using other vehicles or manpower, or by towing or pushing by other vehicles and may enlist person and vehicles or others to assist in such removal without the assistance of police officer as required by Section 7.24.060, when life or property
would be jeopardized by the delay of summoning police officers. (§ 6 of Ord. passed 2/27/78)

7.24.050  Towed vehicles – Registered owner responsibility.

Any vehicle found in violation of this chapter and towed shall be deemed under the control of the registered owner at the time of parking. (§ 3 of Ord. passed 2/27/78)

7.24.060  Commercial towing service authorized when.

Any vehicle found in violation of this chapter may be removed by a commercial towing service upon the orders of any state of local police officers, constable or deputy sheriff.  
(§ 1 of Ord. passed 2/27/78)

7.24.070  Redemption of towed and stored vehicles – Costs.

Any vehicle removed to storage under this chapter may be redeemed by the owner of the vehicle upon payment of all towing charges, storage charges or other expenses incurred in the moving of the vehicle, except that the charge of towing and storage for each vehicle shall not exceed an amount as established by the town manager.  
(Ord. passed 9/08/03 (part): Ord. passed 5/15/89: § 2 of Ord. passed 2/27/78)

7-24-080  Citing in addition to towing when.

Any person who parks or leaves unattended any vehicle contrary to this chapter may, in addition to having such vehicle towed, be cited by any police officer, in an action returnable to the district court, where upon conviction a fine not to exceed fifty dollars may be imposed. (§ 7 of Ord. passed 2/27/78)

7.24.090  Chapter provisions not exclusive.

The ordinance codified in this chapter is in addition to and separate form any other ordinance of the Town of Essex, and Vermont Statutes regulating parking or interference with traffic or emergency services. (§ 9 of Ord. passed 2/27/78)
SECTION 3
WINTER OPERATIONS
SPECIFIC TO THE
VILLAGE OF ESSEX JUNCTION
SECTION 3

WINTER OPERATIONS SPECIFIC TO THE VILLAGE OF ESSEX JUNCTION

General...........................................................................................................................................V1
Pager Responsibility.......................................................................................................................V1
Determination of Operations.........................................................................................................V2
Control Center...............................................................................................................................V2
Equipment......................................................................................................................................V2
Materials........................................................................................................................................V2
Snow plowing and Sanding/Salting Operations.........................................................................V3
Special practices for 2018-2019.................................................................................................V5
Use of sand/Salt from the Village Highway Garage.................................................................V7
Mailbox and Encroachment in the Village Public Right of Way..............................................V7

Appendices

Appendix A  Organizational Chart of the Village Public Works Department
Appendix B  Village Vehicle and Route Assignments (Internal Distribution)
Appendix C  Village Equipment for Snow Operations
Appendix D  Maps of Highway Routes (Village)
Appendix E  Village Notification List (Internal Distribution Only)
Appendix F  Village Materials Usage Report
Appendix G  Village Towing Ordinance/General Regulation of Public Streets
SECTION 3
WINTER OPERATIONS SPECIFIC TO THE VILLAGE
OF ESSEX JUNCTION

General

The Village of Essex Junction Public Works Department has the responsibility of maintaining essential services on over 35 miles of accepted Village roads, all of which are paved, 38 miles of paths/sidewalk, of which 32 are plowed, as well as over 40 miles of waterline, over 40 miles of sewer, over 1,700 catch basins and associated piping and maintenance of public buildings. A significant portion of the Department's overall efforts are directed towards maintaining the essential transportation and utility services during the winter season.

The Village Public Works Superintendent has direct responsibility for management of the Department, acting under the general policy direction of the Unified Municipal Manager and authority of the Village Trustees. The Public Works Superintendent manages six functional areas within the Department - Administration, Vehicle Maintenance, Highway, Conservation, Water/Sewer and Public Buildings. The Public Works Superintendent is responsible for winter field-crew operations. Section 3, Appendix A contains an organizational chart identifying Department structure; Section 3, Appendix B lists vehicle and route assignments; Section 3, Appendix C lists vehicles available for plowing.

The general procedures used by the Village during winter operations have been identified in Section 1. More specific details on Village operations are as follows:

Pager Responsibility

During the winter of 2018-2019 2017-2018 the non-working-hours on-call responsibility will be shared among selected Public Works Highway employees rotating on a published schedule. The person on-call will make an initial determination on how the storm event will be handled. The on-call employee will be temporarily in charge of operations until the Public Works Superintendent, arrives and takes over responsibility. A list of persons being on-call and dates has been published and is in effect.

If contact cannot be made with the on-call employee, the Public Works Superintendent should be called followed by use of the Notification list identified in Section 3, Appendix E.
Winter Storm Operations

Determination of Village Operations

Using the resources available to the Village and judgment based on experience, the Public Works Superintendent, or his designated representative, will determine the appropriate level and timing of snow and ice control to be performed by the Department. The Superintendent of Public Works, or his designee, will contact employees in the Department using the alert notification list.

Control Center

Upon notification, employees at the Village Highway Garage off Jackson Street complete a pre-startup check of equipment and proceed to perform the necessary snow and/or ice clearing operations. The Control Center is contacted either using the Highway Garage telephone number or the Superintendent's number.

Equipment

To support the operation, the Department has equipment available as noted in Section 3, Appendix C. Three 7 cy dump trucks have automatic salt calibration devices installed (#34, #6, #5) as well as 1 of the 3 cy dump trucks (low pro #7).

Materials

At the Highway Garage yard located off Jackson Street, ice and snow clearing materials are stockpiled for use during the winter season. The materials used by the Village are:

250 tons of sand.

Approximately 800 tons of salt are maintained on-site in covered salt sheds. Other alternative chemical/organic products will be purchased and stored this year for use during low temperature situations.

As the on-site stockpile of salt is depleted, additional salt is ordered. The primary Village source currently being used is:
Other potential sources are:

American Rock Salt Co, LLC
P.O. Box 190
MT. Morris, NY 14510
Contact: Christine Tandy

Apalachee Rock Salt Co, LLC
1423 Highland Ave
Rochester, NY 14620

Alternative deicing agents such as Magic Salt or Ice-Be-Gone, are utilized under certain conditions. It is rock salt treated with a liquid, agricultural by-product of the distilling process blended with magnesium chloride. It is applied in combination with straight rock salt as a material that is effective at lower temperatures. It is less corrosive than calcium chloride, biodegradable and has less impact on the environment. The product is sprayed onto rock salt and then mixed to create a semi-homogeneous mixture. The Ice-Be-Gone is obtained through the following distributor:

Magic Salt of Vermont
9 Oak Street
St Albans VT 05478

Snow Plowing and Salting Operations

The Public Works Department has organized the equipment into three subareas of the Village for routine operations. The areas are designated red, green and blue. The red area covers the northwestern part of the Village; the green area covers the central and northwestern area and the blue area covers the southern and southwestern portion. The smaller Low Pro and pic-up trucks are generally used to plow the smaller, less travelled routes and for clearing of the municipal parking lots. Each complete route for a single truck takes in excess of 3.5 hours to complete, once a major snow event is over.

1. The Village plan for clearing of roads generally follows the priority of State road classification:
   a. Class 1 Town highways are those town highways which form the extension of a State highway route and which carry a State highway route number.
b. Class 2 town highways are those town highways selected as the most important highways in each town. As far as practicable they shall be selected with the purposes of securing trunk lines of improved highways from town to town and to places which by their nature have more than the normal amount of traffic. The Trustees, with the approval of the Agency of Transportation, shall determine which highways are to be Class 2 highways.

c. Class 3 town highways are all traveled town highways other than Class 1 or 2 which meet certain standards by the Agency of Transportation.

d. Class 4 town highways are all those highways that are not Class 1, 2 or 3. There are none in the Village.

2. The routes have been established to provide highest priority coverage to the designated Class 1 roads with heaviest usage (the major arterials) and history of severest conditions and/or accidents. The highest priority roads are:

   Trucks 5 and 6 Plow the Class 1 roads in tandem
   Park Street
   Maple Street
   Lincoln Street
   Pearl Street
   Main Street

3. Other high traffic volume roads, including all of the Class 2 roads follow shortly after the Class 1 roads or in conjunction with the plowing on the Class 1 roads:

   Trucks 5 and 6 Plow independently:
   West Street
   South Street (east of West Street)
   South Summit Street
   Iroquois Road

   Truck 34
   Brickyard Road/Mansfield Avenue
   Assists with salting the Class 1 and 2 roads
   Other critical Red Zone roads

   Truck 7
   Prospect St.
   Hillcrest Road
   West Hillcrest Road
   Other critical Green Zone roads

4. The next priority of plowing is the collector roads and lesser traffic volume roads within each color zone. Typical collector roads are Cascade Street, Fairview Drive, Rivendell Drive, Central Street, etc. Because of their location adjacent to collector streets, many minor streets (not

V4
including dead-end streets and cul-de-sacs) will be cleared concurrent with collector streets or immediately following the collector streets. Dead-end streets follow in priority, although many may be cleared earlier in the process to meet the objectives of cycling and access on steep grades. In general, the trucks plow in the following areas:

   Truck 5 and 6: Blue Zone
   Truck 7: Green Zone
   Truck 34: Red Zone

5. The cycle capability of each vehicle will be maximized so that unnecessary reload trips are not made for re-supply of materials at the Highway Garage.

6. Plow routes are designed for mostly right-hand turns to avoid leaving windrows in intersections.

7. Sidewalk clearing throughout the Village begins concurrent with street plowing. It is an important and critical element of the overall snow clearing operation due to the absence of school busing and the significant number of people who use the sidewalks in the winter. Only during periods of continuous heavy snowfall over an extended time frame will sidewalk clearing be delayed for clearing of streets.

8. The general plan for clearing of sidewalks is for all Class 1 and Class 2 roads with sidewalks or paths to be cleared on both sides of the road with the sidewalks on Class 3 roads cleared on only one side. Sidewalk clearing is performed concurrent with road clearing.

9. Sidewalk clearing is performed by both permanent and temporary employees using two sidewalk plows. A one-pass coverage of the sidewalks designated for plowing takes from 3.5 hours (v-plow) to 15 hours (blower) to accomplish with the two employees and two sidewalk plows.

10. Sidewalk clearing will be reduced and generally stopped in late spring when conditions indicate the sidewalks are useable and the sidewalk plows will do damage to private property and lawns.

**Special Practices for 2018-2019 2017-2018**

1. The winter of 2017-2018 2016-2017 was characterized by harsh weather conditions and periods of heavy snowfall moderate snowfall and ice accumulation, with an increase in materials usage and overtime. Supply availability of salt, sand and other materials was not a problem.

A comparison of overtime and materials provides an indicator of activity level and conditions over the last year (note that overtime is estimated at 80% of total overtime hours).
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<td>Overtime (hours)</td>
<td>966</td>
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<td>Materials (salt/tons)</td>
<td>1362</td>
<td>1,300</td>
<td>1,500</td>
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2. Significant changes are not planned for the winter of **2018-2019 2017-2018**. Public Works will purchase the deicing agent directly and fill storage tanks onsite. Public Works will then mix the product with the road salt, saving costs. In addition, the trucks will be calibrated both before the season and partially through the season to ensure more accurate application rates.

3. Salt use will be applied at reduced levels where possible on flat roads and cul-de-sacs, but not eliminated.

4. The areas of sidewalk clearing are unchanged from last year. With the sidewalk on the eastern portion of Maple Street linking to the sidewalk on River Road in the Town, the Village will plow the sidewalk out to the general area of JP’s Restaurant. The location is too isolated and far for the Town sidewalk plow to cover and there is a demonstrated need to keep the sidewalk in this area open due to the influx of new businesses along River Road.

5. During the evening hours of a storm event between 9:00 P.M. and 3:00 A.M., unless there is a continuous heavy snowfall or continuous ice storm, Village forces will be reduced to a minimum or no staffing.

6. Each driver is given the responsibility to make decisions regarding the blend of materials and application rates to keep the roads trafficable and reasonably safe while concurrently minimizing costs. However, the Superintendent, or his designated representative, will establish a general material type and application rate prior to each major storm event, and employees are expected to use these settings as a starting point for the storm.

7. The Village used contract plowing services last year to plow the area of Railroad Ave., Lincoln Place, Lincoln Hall, the Fire Station and a portion of Main Street. The call for contract services generally occurs when the projected snowfall accumulation is on the order of 3 to 4 inches. In the past this request for assistance has been handled informally and the intent is to formalize this service through a more formal services agreement.

8. It is important to note that the plan which has been presented and the accompanying map are subject to change with each storm. Also, the time frame for clearing can vary markedly, depending upon conditions and continuing effects of a storm. Other factors affecting the plan are:

   - night-time plowing
   - commuter traffic
   - parked cars
11. In order to guide the Department in utilizing the best available techniques in snow and ice clearing operations, a set of guidelines (not requirements) is provided in Section 1, Appendix 4. Operator judgment and close control of materials are key elements in managing snow/ice clearing operations.

Village snow removal operations generally will not start until one hour after the initial call, because of the time factor in getting crews in, equipment checked and materials loaded. Also, with routes requiring three to four hours to plow completely, notification has to occur by 2 AM or it is not likely that the major roads will be open by 7 AM.

**Use of Sand / Salt from the Village Highway Garage**

The Village of Essex Junction expects that homeowners and businesses will obtain sand and salt from the private sector for use in keeping their driveways and walkways clear. The clearing of private driveways / walkways is the responsibility of the individual property owner as noted in Title 24, section 2291.

The Village prohibits the taking of any amount of road salt from the Village highway garage for use on private driveways.

It is understood that emergency (non-routine) situations may occur, such as during an ice storm, when residents may need sand on an emergency basis. It is not considered an emergency when local businesses that sell sand are open and sand is readily available for purchase. In emergency situations, residents and businesses may obtain sand from a stockpile inside the gate to the highway garage. It is intended that the “public stockpile” will not be accessed or used by any commercial venture engaged in snow clearing operations.

**Mailbox Policy/Encroachment in the Public Right of Way/Lawn Restoration**

Because of the volume of complaints specific to objects in the Village right-of-way and damage to property, the following policy has been established:

1. Title 19, Section 1111 prohibits encroachment of the Village right-of-way without prior approval by the Trustees. Objects in the ROW are placed there at the owner’s risk and the Village assumes no responsibility for any damage to objects placed in violation of the statutes. Common items damaged are fences placed within the Village ROW, flowerpots, basketball hoops, etc.
2. To insure mail delivery to all residents, the Village has provided blanket authorization for mailboxes located in the Village right-of-way. The Village retains control over specific location of the mailboxes and may require the homeowner to move the box to a more suitable location.

The Village will fix a damaged mailbox or replace a mailbox (up to a monetary limit of $45 per mailbox per event) only when the Department determines that a plow physically hit the mailbox. This determination is made by observation of cut marks, paint off the plow blades, etc.

Heavy snow coming off the plow blade will often knock over and damage mailboxes which have not been adequately mounted or braced or those mailboxes whose doors have been left open. Also, mailboxes are damaged by private contractors and homeowners during driveway clearing operations. The Village will not fix or replace mailboxes in these situations.

Owners of mailboxes have a responsibility to contact Public Works during daytime hours within 72 hours of damage to a mailbox if they intend to seek repairs, a new mailbox or reimbursement from the Village. The Village will inspect the mailbox to determine if it is the Village’s responsibility for the mailbox damage. No payment of the $45 to replace a mailbox will be made by the Village until the replacement has been completed and verified as being in place by the Village.

The clearing around mailboxes is the sole responsibility of the owner and not the Village. With the large number of streets to plow and limited municipal resources, Village plows cannot provide a level of service that clears the road to every mailbox. The Village will notify residents prior to the start of winter regarding mailboxes that need repair or movement. The Village will not repair mailboxes that are noted as being damaged or inoperative prior to winter.

3. The Village will restore or replace objects outside the Village road right of way damaged as a result of its snow or ice clearing operations, only when it has been determined that the Village was responsible for the damage, consistent with the State Supreme Court Ruling in 2010.

4. Recovery of damages will be pursued by the Village, if Village equipment is damaged due to objects placed in the Village ROW.

5. Lawns damaged by municipal sidewalk plowing or municipal road plowing will be restored by the Village following the winter season.
SECTION 3, APPENDIX A
2018-2019

ORGANIZATIONAL CHART OF THE VILLAGE PUBLIC WORKS DEPARTMENT

VILLAGE PUBLIC WORKS DEPARTMENT

PUBLIC WORKS SUPERINTENDENT
Ricky Jones
Department Management and Administration

VILLAGE ENGINEER
Rick Hamlin, P.E.
Donald L. Hamlin Consulting Engineers (Through contract with the Village)

HIGHWAY DEPARTMENT
Jamie McMahon, Foreman
Mike Fraser
Troy Wilbur

VEHICLE MAINTENANCE
By Employees or Outside Vendor

SANITATION DEPARTMENT
Ron Bundy
Steve Benoit
Sanitation has a designated and assigned plow route

WATER DEPARTMENT
Trevor Barrows
Corey Beaudoin
Water has a designated and assigned plow route
### VILLAGE VEHICLE AND ROUTE ASSIGNMENTS

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<tr>
<th>VEHICLE</th>
<th>PRIMARY OPERATOR</th>
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<tbody>
<tr>
<td>Truck 5 (DT)</td>
<td>Mike Fraser</td>
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<tr>
<td>Truck 6 (DT)</td>
<td>Trevor Barrows</td>
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<tr>
<td>Truck 7 (DT)</td>
<td>Cory Beaudion</td>
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<tr>
<td>Sidewalk Plow 10</td>
<td>Troy Wilber</td>
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<tr>
<td>Sidewalk Plow 11</td>
<td>Steve Benoit</td>
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<tr>
<td>Truck 34</td>
<td>Ron Bundy</td>
</tr>
<tr>
<td>Loader #9</td>
<td>(All)</td>
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<tr>
<td>Pick-up</td>
<td>Jamie McMahon</td>
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<td>Vehicle Type</td>
<td>Description</td>
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<tr>
<td>Truck #5</td>
<td>2014 Freightliner 7 cy. Dump Truck with tailgate sander, wing and all directional front plow</td>
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<tr>
<td>Truck #6</td>
<td>2015 Freightliner 7 cy. Dump Truck with tailgate sander, wing and all directional front plow</td>
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<tr>
<td>Truck #34</td>
<td>2016 Freightliner 7cy. Dump truck with multi-directional front plow, tailgate sander and wing</td>
</tr>
<tr>
<td>Truck #7</td>
<td>2012 International 3 cy. Low Pro Dump Truck with all-directional front plow, tailgate sander and wing</td>
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<tr>
<td>Truck #1</td>
<td>2011 Chevrolet Pickup with v-plow and sander.</td>
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<tr>
<td>Truck #15</td>
<td>2011 Chevrolet Pickup with v-plow and sander.</td>
</tr>
<tr>
<td>Sidewalk Plow #10</td>
<td>2015 Trackless</td>
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<td>Sidewalk Plow #11</td>
<td>2016 Prinoth</td>
</tr>
<tr>
<td>Loader #9</td>
<td>2013 Caterpillar 924K</td>
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<tr>
<td>Skid Steer #12</td>
<td>2001 Cat 228, Back-up for sidewalk plowing</td>
</tr>
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</table>
SECTION 3, APPENDIX D
2018-2019

MAPS OF HIGHWAY ROUTES (VILLAGE)
SECTION 3, APPENDIX E
2017-2018

VILLAGE OF ESSEX JUNCTION CALL LIST

NOT AVAILABLE IN PUBLIC VERSION
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<th>Date</th>
<th>Day</th>
<th>From Time</th>
<th>To Time</th>
<th>Hrs</th>
<th>Air Cond.</th>
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**Week Totals**

Ending Mileage ________________

Starting Mileage ________________

Operators ________________

Air Conditions  
1. Clear  
2. Fog/Mist  
3. Rain  
4. Sleet  
5. Light Snow  
6. Heavy Snow  
7. High Winds  

Weather Conditions  
A. Dry  
B. Icy/Freezing  
C. Black Ice  
D. Dusting of Snow  
E. Light Snow Cover (less than 1”)  
F. Moderate Snow Cover (1” to 3”)  
G. Heavy Snow Cover (over 3”)  
H. Drifting/Blowing on Road
SECTION 825. VIOLATION DEEMED NUISANCE – NOTICE, TOWING & CHARGES:

(a) The parking or leaving any vehicle in violation of this chapter is hereby declared to be a public nuisance.

(b) The fact that a vehicle which is illegally parked is registered in the name of the person, rental agency or company shall be prima facie proof that such person, rental agency or company was in control of the automobile at the time of such notice.

(c) It shall be sufficient notice of violation for a law enforcement officer to leave written notice on an official form securely on the vehicle indicating the violation, the time and date of the violation, the location of the violation, and the registration number of the vehicle, and such other information as seems appropriate.

(d) “Parking,” for these purposes, shall mean leaving the vehicle at rest with or without an operator in attendance unless otherwise provided.

(e) The Public Works Department, the Fire Department of the Village of Essex Junction, or any lawful police official of the State of Vermont, are hereby authorized to remove and tow away, or have towed away, by commercial towing service, any vehicle illegally parked in any place where such parked vehicle violates this chapter, creates or constitutes a public nuisance, creates or constitutes a traffic hazard, blocks the use of fire hydrants, obstructs or may obstruct the movement of emergency vehicles, or interferes with the free flow of traffic, or has three or more unpaid violations. In addition to towing, a police officer may issue a ticket in accordance with Section g.

(f) A vehicle so towed away to storage under the provision of this chapter may be redeemed by the owner of the vehicle upon payment of all towing charges, storage charges, or other expenses incurred in the moving of the vehicle, except that the charge of towing each vehicle shall not exceed an amount as established by the Village Manager. The operator of the commercial towing service may hold such vehicle until such charges have been paid. In addition, any vehicle towed due to three or more outstanding violations shall be required to pay all fines prior to the vehicles being released to them by the commercial towing service.

(g) Any person who violates the provisions of this chapter may be ticketed for such offense by any lawful police official of the state of Vermont as listed below:

   Twenty-five dollars per violation.

(h) The Village may choose to have a vehicle towed to a location other than a commercial storage facility and may choose to bear the cost of such towing (i.e. to clear streets for special events).

(i) The provisions of this chapter are declared to be separable in that any provision declared to be invalid shall not affect the validity of the remaining provisions.
SECTION 201: ENACTMENT AUTHORITY:

This article is adopted by the Trustees of the Village of Essex Junction pursuant to the authority granted them under Sec. 1.07 (d) and (e) of the Village Charter.

SECTION 202:

(a) No person shall throw or put, or cause to be thrown or put, snow or ice in any street, road park or public ground without first having secured permission of the Public Works Superintendent or his designee.

(b) No person shall sprinkle any salt, or chloride in any street, road or public ground without first having secured permission of the Public Works Superintendent or his designee.

(c) No person shall slide on a sled or sleigh in any street, road, walk, lane or alley.
Memorandum
To: Board of Trustees; Evan Teich, Unified Manager
Cc: Lauren Morrisseau, Finance Director/Assistant Village Manager
From: Greg Duggan, Deputy Town Manager
Re: Approval of net metering contract with Green Lantern Solar doing business as Essex Sand Hill Solar, LLC
Date: October 18, 2018

Issue
The issue is whether the Trustees will authorize the Unified Manager to execute a solar net metering contract with Green Lantern Solar doing business as Essex Sand Hill Solar, LLC.

Discussion
In April, the Village of Essex Junction heard a proposal from the Green Lantern Group to enter a net metering agreement with a solar array on River Road. The Energy Committee recommended entering the agreement, and the Trustees gave staff direction to continue working on a contract with Green Lantern Group. The Selectboard recently approved a similar contract for the Town of Essex (attached); the Village attorney has suggested a few changes that differ from the Town contract, and staff is confident the final changes can be agreed to with Green Lantern.

Cost
The contract is estimated to save the Village approximately $7,700 per year in energy costs.

Recommendation
It is recommended that the Trustees authorize the Unified Manager to execute a solar net metering contract with Green Lantern Solar doing business as Essex Sand Hill Solar, LLC.
GROUP NET METERING AGREEMENT

This Group Net Metering Agreement (this “Agreement”) is made as of the ___ day of ________, 20__ (the “Effective Date”)

BY AND BETWEEN

“System Owner”
Name: Essex Sand Hill Solar, LLC
Address: PO Box 658, Waterbury, VT 05676
Attn: Luke Shullenberger
E-Mail plans@greenlanterndevelopment.com
Telephone: 802-244-1658

AND

“Customer”
Name: Town of Essex, Vermont
Address: 81 Main Street, Essex, Vermont 05451
Attn: Lauren Morrisseau
E-Mail: lmorrisseau@essex.org
Telephone: 802.878.1359

Background

1. System Owner intends to construct a net metered photovoltaic electricity generating facility (the “System”) with an estimated capacity of 765 kW (DC) 500 kW (AC). The System is described in further detail on Exhibit “A” hereto.

Check one:  ___ X ___ The System Site is not owned by Customer.

2. The System Site is owned by Customer, and System Owner intends to enter into a Lease.

2. System Owner has or intends to petition the Vermont Public Utility Commission for a Certificate of Public Good to construct, install and operate the System as a group net-metering system pursuant to Vermont Public Utility Commission Rule 5.100 and 30 V.S.A.§ 248.

3. System Owner estimates that the System will be installed on or before December 31, 2018 (the “Estimated Commissioning Date”).

4. The Customer is a customer of Green Mountain Power Corp. (the “Utility”) and desires to join the net metering group associated with the System to offset and reduce Customer’s Utility billing and charges (the “Group”).

5. Following the installation of the System, the Utility will allocate credits for the kilowatt hours of electricity output generated by the System to the designated electric meters of the members of the Group (each, a “Group Member”) pursuant to allocation instructions provided to the Utility. The Customer
Meters and Utility accounts and instructions for allocating Output from the System to such Customer Meters and accounts are set forth on Exhibit “C” hereto. Each kilowatt hour of electricity from the System allocated to a designated electric meter of a Group Member will result in corresponding monetary bill credits being applied to the Utility bills. The monetary credits for each kilowatt hour of Output will reduce charges for such meter related to electricity usage, meter fees and other charges or fees for such meter during any applicable Utility billing period (such monetary credits attributable to the Output of the System, collectively, “Net Metering Credits”).

6. The Customer desires to engage the services of the System Owner, become a Group Member, and receive the benefits of Net Metering Credits attributable to the Output of the System pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE,

In consideration of the promises and the mutual covenants and agreements herein set forth, the Parties hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the following meanings:

“Administrator” means the administrator and designated person (as defined in Vermont Public Utility Commission Rule 5.100) of the Group.

“Agreement” has the meaning given to such term in the introductory paragraph of this Agreement.

“Conditional Early Termination Date” means 11/30/18 as further defined in Section 4 (b).

“Certificate of Public Good” means a Certificate of Public Good to construct and install the System and operate the System as a group net-metering system pursuant to Public Utility Commission Rule 5.100 and 30 V.S.A. § 248.

“Customer” means the Person listed as the “Customer” in the introductory paragraph of this Agreement.

“Customer Meters” means all of the Customer’s electricity Meters with the Utility listed in Exhibit “C”, as amended from time to time by the Administrator.

“Construction Preconditions” has the meaning set forth in Section 4(b).

“Dispute” has the meaning set forth in Section 27.

“Effective Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Environmental Credits” means any and all mandatory or voluntary federal, state or local renewable energy certificates or emissions credits, rebates, subsidies, incentive payments or any other green tags, tax credits, grants or other benefits or incentives related to the environmental characteristics of the System, whether related to any renewable portfolio standard or other renewable energy purchase requirement or otherwise, whether existing as of the date hereof or enacted thereafter.

“Estimated Commissioning Date” has the meaning set forth in paragraph 3 of the Background Section of this Agreement.

“Estimated Year One Output” means the System Owner’s estimate set forth on Exhibit “A” to this Agreement of the future Output of the System for the twelve (12) month period beginning on the Service Commencement Date.

“Expiration Date” means the twenty (20) year anniversary of the Service Commencement Date.

“Financial Closing” has the meaning set forth in Section 14(b)(i)(A)(3).
“Financing Source” or “Financing Sources” means, either in the singular or collectively, as applicable, the persons or entities lending money, extending credit or providing debt, equity or lease financing for or secured by the System and any trustee or agent acting on any such person or entity’s behalf.

“Force Majeure Event” has the meaning set forth in Section 12(b).

“Group” has the meaning set forth in paragraph 4 of the Background Section of this Agreement.

“Group Member” has the meaning set forth in paragraph 5 of the Background section of this Agreement.

“Group Net Metering Arrangement” means an agreement between one or more electric utility customers, located within the same service territory, to combine multiple electricity meters in order to share and allocate electricity generated by a qualified renewable-generation facility.

“kWh” means a kilowatt hour of electricity.

“Lease” has the meaning set forth in Section 12(a)(ii)(D).

“Meters” means each of the electric meters of the members of the Group to which credit for electricity generated by the System may be allocated from time to time, including each of the electricity meters listed in Exhibit “C” hereto.

“Net Metering Credits” has the meaning set forth in paragraph 5 of the Background section of this Agreement.

“Net Metering Credit Value” means, for each kWh of Output allocated to a Customer Meter: (a) the monetary value of any bill credits applied to the Utility bills for such Meter or against the charges in such Utility bill on account of such kWh of Output, plus (b) the monetary value of any other economic benefits realized, credited, allocated, offset or otherwise applied by the Utility to the electricity usage, Utility bills, accounts, charges or fees for such Customer Meter on account of such kWh of Output, including any credits allocated to such Customer Meter in excess of the charges or usage for such Customer Meter during any applicable billing period.

“Non-Delivery Period” has the meaning set forth in Section 12(a)(i).

“Notice” has the meaning set forth in Section 18.

“Output” means electricity produced by the System, measured in kWh, that is delivered to the Utility and for which corresponding Net Metering Credit Value is allocated or otherwise credited or applied by the Utility to the electricity usage or charges for one or more Customer Meters.

“Party” means System Owner or Customer, as applicable, and “Parties” means System Owner and Customer.

“Payment Date” has the meaning set forth in Section 7(b).

“Permits” has the meaning set forth in Section 4(a).

“Person” means any natural person, partnership, trust, estate, association, corporation, limited liability company, nonprofit corporation, governmental authority or agency or any other individual or entity.

“Regulatory Event” has the meaning set forth in Section 21.

“Renewable Energy Credits” or “RECs” means the property rights to the environmental, social, and other nonpower qualities of renewable electricity generation. The source of this definition is the US EPA.

“Services” means any and all of the services provided by the System Owner to the Customer pursuant to this Agreement, including admitting the Customer as a Group Member, administration of the
Group Net Metering Arrangement contemplated hereby, and the allocation of Net Metering Credits to the Customer Meters.

“Service Commencement Date” means the first date on which the System actually delivers Output to the Utility, which subsequently results in Net Metering Credits for such Output being allocated by the Utility to Customer’s electricity bills.

“Service Price” is defined in Exhibit “B” to this Agreement.

“System” has the meaning given to such term in paragraph 1 of the Background of this Agreement, as further described on Exhibit “A”.

“System Owner” the Person listed as the “System Owner” in the introductory paragraph of this Agreement.

“Utility” has the meaning set forth in paragraph 4 of the Background Section of this Agreement.

In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural the singular, words importing any gender include the other gender; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached thereto and all subsequent amendments and other modifications to such instruments, and references to Persons include their respective successors and permitted assigns.

Section 2. **Group Net Metering Agreement.** This Agreement creates an obligation by the Customer to pay System Owner for the Net Metering Credits attributable to electricity generated by the System and allocated to the Customer Meters in accordance with the Allocation Instructions.

Section 3. **Administrator and Designated Person.** System Owner shall have the right to designate, from time to time, the Administrator for the Group.

Section 4. **Permits and Approvals; Conditions.**

(a) **Permits and Approvals.** System Owner shall, in good faith and diligently, endeavor to obtain all permits and approvals required for the construction, installation, start-up and operation of the System, including the Certificate of Public Good (collectively, “Permits”), and to complete the commissioning of the System on or before the Estimated Commissioning Date. All costs and expenses of obtaining any Permits, including all costs, fees and expenses for professional services, shall be the sole responsibility of System Owner.

(b) **Construction Preconditions.** Notwithstanding the foregoing, System Owner shall have no obligation to proceed with construction and installation of the System, unless the following conditions precedent (collectively, the “Construction Preconditions”) have been satisfied or waived by System Owner on or prior to the Conditional Early Termination Date:

(i) System Owner shall have obtained all Permits that the System Owner deems necessary or desirable, each in form and substance satisfactory to the System Owner: (A) for the construction and installation of the System, (B) for the provision of Services to the Customer under this Agreement, and (C) for the Net Metering Arrangement contemplated hereby, and all such approvals, permits, licenses and authorizations shall be in force and effect.
(ii) System Owner shall have obtained any necessary easements, leases, licenses, consents and approvals and real property and other rights necessary or desirable for the construction, installation, operation and maintenance of the System.

(iii) System Owner shall have obtained all funding and financing commitments for the System from one or more Financing Sources on terms acceptable to System Owner, in its sole discretion.

(c) **Service Commencement Date.** System Owner shall notify Customer of the Service Commencement Date within 10 business days of its occurrence.

Section 5. **Allocation Instructions.** On or before the Service Commencement Date, System Owner shall instruct the Utility to allocate credit for the Output of the System to the Customer Meters in accordance with the allocation instructions attached hereto as Exhibit “C” (the “Allocation Instructions”). System Owner and Customer acknowledge that adjustments to the Allocation Instructions may become necessary or desirable from time to time on account of changes in rate schedules and electricity usage as between the Customer Meters. System Owner and Customer shall cooperate in good faith to identify the optimum allocation of the Output of the System, which maximizes the net savings and benefits realized by Customer and the amount of the Service Price payable to System Owner hereunder.

Section 6. **System Output.** Customer acknowledges and agrees that: (i) the Output from the System will vary from time to time; (ii) System Owner provides no warranty or guarantee of any particular level of Output of the System; (iii) during any Utility billing period during the term of this Agreement, Customer’s Utility charges for the Customer Meters may exceed the Net Metering Credits attributable to Output of the System for such billing period (for example, if Customer’s electricity usage exceeds the Output of the System); (iv) Customer is solely responsible for paying any and all Utility charges in excess of the Net Metering Credits allocated to Customer; and (v) System Owner is not a utility or an electricity provider and does not assume any regulatory or statutory obligations of a utility or electricity provider.

Section 7. **Service Price; Billing and Payment.**

(a) **Service Price.** Customer agrees to pay System Owner the Service Price for the Net Metering Credits as set forth on Exhibit “B” hereto.

(b) **Billing and Payment.** System Owner shall bill the Customer monthly for the Service Price. All payments under this Section 7 shall be due and payable within thirty (30) days of the Customer’s receipt of an invoice from the System Owner (the “Payment Date”).

(c) **Late Payment Charge.** If the System Owner does not receive payment in full within thirty (30) days after the Payment Date, then the System Owner shall have the right to impose a late payment charge of the lesser of one percent (1%) per month, or the maximum rate allowed by law, upon the unpaid balance, including any prior unpaid late payment charges. In the event that the last day that a payment must be so made falls on a weekend or state or federal holiday, the payment shall be due on the next business day. The late payment charge shall be assessed on such unpaid balance once each month after it is initially imposed on an unpaid balance, until such balance is paid.

Section 8. **Ownership of the System.** Nothing in this Agreement shall have the effect of passing to the Customer or any other Person any right, title or interest in or to the System or any electric energy, mandatory or voluntary federal, state or local renewable energy rebates, subsidies, incentive payments, tax credits, grants or other monetary benefits or incentives related to the System, all of which shall be the sole property of the System Owner and its affiliates and assigns, as applicable.

Section 9. **Ownership of Renewable Energy Credits.** All Renewable Energy Credits generated or otherwise attributable to the Output allocated to the Customer Meters shall be the property of the Party selected below as the owner of the Renewable Energy Credits (the “REC Owner”): (check one only)

- **Utility (Green Mountain Power Corp.)**
Section 10. **Covenants.**

(a) **Reports.** If requested by System Owner, Customer shall provide System Owner with copies of all Utility bills and invoices received by the Customer from the Utility with respect to the Customer Meters and the allocation of any net Metering Credits thereto. To the extent such bills and invoices are available from the Utility via an electronic platform, Customer may satisfy its obligations under this Section 10 by giving the System Owner access to such online information. Customer shall cooperate with System Owner to obtain monthly reports from the Utility explaining how the System’s electric output and Net Metering Credits were allocated among the Customer Meters, how such Net Metering Credits were valued by the Utility, and if there are excess Net Metering Credits available for use in future months.

(b) **Exclusivity.** Without the prior written consent of the System Owner, not to be unreasonably withheld, the Customer shall not enter into a Group Net Metering Arrangement with any person or entity, other than System Owner, during the Term with respect to any Customer Meter included in the Agreement with the System Owner.

(c) **Utility.** Customer shall remain a customer of the Utility in good standing at all times during the Term hereof. Customer shall not take any action to cause any Customer Meter to be disconnected or removed from the Utility’s service without obtaining System Owner’s prior written consent, which shall not be unreasonably withheld if Customer designates one or more replacement meters on the same rate schedule and with substantially similar usage within the same Utility service territory to be added to Exhibit “C” hereto as a Customer Meter.

(d) **Further Assurances.** Customer, from time to time, on written request of System Owner, shall perform such further acts, including execution of documents, as may be reasonably required in order to fully perform and to more effectively implement and carry out the terms of this Agreement, provided that such acts shall not be inconsistent with this Agreement or any law or regulatory approvals pertaining to the subject matter hereof.

(e) **Authorization.** System Owner and the Administrator are hereby authorized to make any filings and submissions to the Utility and any applicable regulatory bodies, individually or on behalf of the Group or any Group Member, as may be necessary from time to time to carry out the terms of this Agreement.

Section 11. **Representations and Warranties.**

(a) The Customer hereby represents and warrants to System Owner as follows:

(i) **Binding Obligation.** This Agreement has been duly authorized by all necessary action of Customer, and constitutes a legal, valid and binding obligation of the Customer, enforceable against Customer in accordance with the terms hereof.

(ii) Customer further represents and warrants to System Owner that Customer is a customer of the Utility in good standing and each of the Customer Meters is subject to the Utility rate class indicated opposite such Customer Meter on Exhibit “C” hereto.

(b) System Owner hereby represents and warrants to the Customer as follows:

(i) **Binding Obligation.** This Agreement has been duly authorized by all necessary action of System Owner, and constitutes a legal, valid and binding obligation of System Owner, enforceable against System Owner in accordance with the terms hereof.
(ii) The System Site is located within the service territory of the Utility.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SYSTEM OWNER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SYSTEM OR THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN CONTRACT BETWEEN SYSTEM OWNER AND CUSTOMER, EXCEPT AS EXPRESSLY PROVIDED HEREIN. SYSTEM OWNER SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 12. Events of Default.

(a) The occurrence of any of the following events shall be an “Event of Default” with respect to the applicable Party under this Agreement:

(i) With respect to the System Owner, if the System fails to provide any Output during any continuous one hundred eighty (180) day period starting after the Service Commencement Date (“Non-Delivery Period”); provided, however, that non-operation of the System for the duration of a Force Majeure Event (as defined in Section 12(b) below) or for any period during which Customer is in default hereunder shall not be used in calculating the Non-Delivery Period; and provided, further, that the System Owner’s failure to deliver Output following the Non-Delivery Period shall not be a default so long as the System Owner is working in good faith to restore operation, but in no event shall the non-delivery period extend more than three hundred sixty-five (365) days.

(ii) With respect to the Customer, Customer fails to make any payment on the due date therefor, and such failure continues for a period of ten (10) business days after the applicable due date.

(iii) With respect to either Party:

(A) The other Party voluntarily or involuntarily files or has filed against it a bankruptcy or other similar petition (and in the event of an involuntary filing only, such involuntary bankruptcy petition continues un-dismissed for a period of sixty (60) days after the filing thereof).

(B) The other Party breaches or fails to perform any material covenant, agreement or obligation set forth in this Agreement or any other Agreement of the Parties appended hereto or the other Party makes any misrepresentation or breaches any material representation or warranty contained herein, and such breach, failure or misrepresentation remains uncured ninety (90) days or more after the Party claiming default provides written notice to the other Party, specifying the provision pursuant to which the alleged default has occurred. The Party accused of default shall have ninety (90) days from the date of the notice to cure the default. In the event that the defaulting Party shall fail to cure the default within ninety (90) days, the non-defaulting Party shall be entitled to send a notice of termination of this Agreement to the defaulting Party and shall be entitled to pursue any and all remedies available at law or in equity.

(C) System Owner ceases to hold any Permit required for the Group Net Metering Arrangement contemplated hereby or for the lawful construction or operation of the System that results in a lack of legal rights on the part of the System Owner or the System to continue to operate; provided, however, that the foregoing shall not result in an Event of Default if, (1) such Permit is no longer required at such time, or (2) System Owner, within 30 days after becoming aware of such suspension,
revocation or cancellation, commences and diligently pursues efforts to obtain a replacement of such Permit.

(D) If System Owner and the Customer are parties to a land lease agreement whereby the Customer leases the System Site to the System Owner (the “Lease”), the termination of the Lease or the occurrence of an Event of Default (as defined in the Lease), continuing beyond all applicable notice and cure periods, with respect to the other Party.

(b) Force Majeure. Neither System Owner nor Customer shall be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event (as defined below). Notwithstanding any provision herein to the contrary, Customer shall only be obligated to make payments for the Output and Net Metering Credits actually allocated to the Customer under this Agreement for any period during which the System Owner or Customer experiences a Force Majeure Event. A “Force Majeure Event” means any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of due diligence, cannot be prevented, avoided or removed by such Party, (ii) such event is not due to such Party’s negligence or intentional misconduct, (iii) such event is not the result of any failure of such Party to perform any of its obligations under this Agreement, (iv) such Party has taken reasonable steps to mitigate the consequences and effects of such event, and (v) such Party has given the other Party prompt notice describing such event, the effect thereof and the actions being taken to comply with this Agreement. Subject to the foregoing conditions, Force Majeure Events may include: strikes or other labor disputes, other than strikes or labor disputes solely by employees of the Party declaring the Force Majeure Event or as a result of such Party’s failure to comply with a collective bargaining agreement; adverse weather conditions and other acts of nature; earthquakes; war, acts of terrorism, riots or civil unrest; provided, that Force Majeure Events shall not include any inability to make any payments that are due hereunder or to any third party or to procure insurance required to be procured hereunder.

Section 13. Financing Source Cure Rights Upon System Owner Event of Default. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of an Event of Default as to System Owner, or any event that with notice the passage of time or both would constitute or be reasonably likely to result in an Event of Default:

(a) A Financing Source, as collateral assignee, shall be entitled to exercise, in the place and stead of System Owner, any and all rights and remedies of System Owner under this Agreement in accordance with the terms of this Agreement. A Financing Source shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

(b) A Financing Source shall have the right, but not the obligation, to pay all sums due by System Owner under this Agreement and to perform any other act, duty or obligation required of System Owner thereunder or cause to be cured any Event of Default of System Owner thereunder in the time and manner provided by the terms of this Agreement. Financing Source will not be required, but will have the option, to cure any default or Event of Default of System Owner under this Agreement or to perform any act, duty or obligation of System Owner under this Agreement.

(c) Upon a Financing Source’s exercise of remedies pursuant to any security interest in the System, including any sale of the System by such Financing Source, or any conveyance from System Owner to a Financing Source (or any assignee of such Financing Source) in lieu of such Financing Source’s exercise of its remedies, the Financing Source will give notice to Customer of the transferee or assignee of this Agreement. Any such exercise of remedies or conveyance shall not constitute an Event of Default under this Agreement.
(d) In the event of any rejection or other termination of this Agreement under the United States Bankruptcy Code, at the request of the Financing Source made within one hundred twenty (120) days of such termination or rejection, Customer will enter into a new agreement with the Financing Source or its assignee having substantially the same terms and conditions as this Agreement.

(e) If the Financing Source or its assignee, pursuant to an exercise of remedies by the Financing Source, shall acquire title to or control of System Owner’s assets related to the System and shall, within the later of the time periods described in Section 12(a) or thirty (30) days after such exercise of remedies, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person, then System Owner, the Financing Source or its assignee shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

Section 14. **Term and Termination.**

(a) **Term.** This Agreement will have a term beginning on the Effective Date and ending on the Expiration Date, or until the earlier termination of this Agreement pursuant to this Section 14 (the “Term”). If the Parties agree, the Term may be extended by two additional five (5) year periods.

(b) **Early Termination.**

(i) **System Owner Termination Rights.** System Owner shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to Customer:

(A) If, despite System Owner’s commercially reasonable efforts, on or prior to the Conditional Early Termination Date of the System:

1. The Construction Preconditions are not satisfied or waived by System Owner;

2. System Owner has not obtained an executable interconnection agreement from the Utility for the System on terms and conditions reasonably satisfactory to System Owner or the costs of interconnecting the System to the Utility’s distribution system would make construction or operation of the System infeasible or not economically viable, as determined in System Owner’s sole discretion;

3. System Owner is unable to reach Financial Closing for the financing of the construction or operation of the System. For purposes of this Agreement, “Financial Closing” shall mean the execution of financing documents with a lender providing for the construction financing or permanent financing of the System, on terms and conditions satisfactory to System Owner, in System Owner’s sole discretion, and the fulfillment of all conditions precedent to the initial availability of funds thereunder; or

4. System Owner reasonably determines that the requirements of the Permits required to construct or operate the System would make construction or operation of the System infeasible or uneconomic.

(B) If, prior to the Service Commencement Date, System Owner reasonably determines that: (i) there exist System Site conditions (including environmental conditions) or construction requirements that were not known by System Owner as of the Effective Date and that could materially increase the cost of the development or construction of the System or materially and adversely affect the electricity production from the System as designed, (ii) there has been a material adverse change in the rights of System Owner to construct or operate the System; or (iii) there are easements, covenants, conditions or restrictions or other liens or
encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(C) If the Service Commencement Date does not occur within One Hundred Eighty (180) days after the Estimated Commissioning Date.

(ii) Customer Termination Rights. If the Service Commencement Date does not occur within One Hundred Eighty (180) days after the Estimated Commissioning Date, then the Customer shall have the option to terminate this Agreement upon thirty (30) days prior written notice to the System Owner if such condition is not satisfied, waived, or cured prior to the expiration of such 30 day notice period; provided that the Agreement shall not terminate if during such 30 day notice period the parties reach an agreement to continue the Agreement, or the System Owner provides Customer with reasonable assurance, in form and substance satisfactory to Customer, that it will achieve commercial operations for the System within a reasonable period of time and that such delay in achieving commercial operations will not materially adversely impact Customer compared to the position they would have been in had this termination right not arisen.

(iii) Subject to the Financing Source rights set forth in Section 13 hereof, upon the occurrence and during the continuation of any Event of Default hereunder, and subject to all applicable notice and cure periods, the non-defaulting Party shall have the option, but not the obligation, to terminate this Agreement upon providing written notice of termination to the defaulting Party.

(c) All payment obligations of Customer, and all rights and remedies of the Parties hereto, arising prior to the termination of this Agreement shall survive the termination thereof.

Section 15. Assignment by Customer. The Customer may not assign or transfer this Agreement to any other person or entity without System Owner’s prior written consent, and any attempted assignment or transfer without such consent shall be void.

Section 16. Assignment by System Owner and Cooperation in Financing. Upon written notice to Customer, System Owner may assign this Agreement to a wholly-owned project company without the consent of the Customer. System Owner shall reasonably cooperate with System Owner’s efforts to obtain financing for the System, and hereby consents to the collateral assignment of this Agreement to any Financing Source of System Owner. Customer agrees to provide such other ordinary and reasonable acknowledgments and certifications in respect of this Agreement as may be reasonably requested from it by any actual or potential Financing Source, provided, however, that System Owner shall pay or reimburse Customer for all reasonable costs incurred by Customer in connection with such cooperation, including reasonable attorney’s fees; and further, provided, that in no event shall Customer be required to sign or otherwise deliver any consent or agreement that modifies or alters the terms of this Agreement or the rights and obligations of the Parties hereunder. System Owner may assign or transfer its interest, rights and obligations and collaterally assign to Financing Sources all or any part of System Owner’s rights, interests or obligations under this Agreement. Customer agrees and acknowledges that any such Financing Sources shall have the right to enforce all provisions herein as an intended third-party beneficiary.
Section 17. **Limitation of Liability.** Each Party agrees to waive any claim or right against the other for indirect, incidental, consequential or punitive damages, other than as a result of, or to the extent arising out of, personal injury, death, intentional misconduct or third party claims (to the extent such damages are awarded to any such third party). Neither Party shall be liable to the other for, as a result of, any proceeding in which rates are reviewed or established for either Party by the Vermont Public Utility Commission or similarly authorized entity. In no event shall any officer, member, manager, employee or owner of the System Owner be liable under this Agreement or otherwise in the event the System fails to generate electricity or output at any time, if System Owner fails to maintain any necessary license, permit or government approval, or for any error or omission in any filing or instructions submitted by or on behalf of System Owner, the Administrator or the Group Net Metering Arrangement to the Utility or any governmental entity. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, SYSTEM OWNER’S MAXIMUM LIABILITY UNDER AND IN CONNECTION WITH THIS AGREEMENT AND THE SUBJECT MATTER HEREOF (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY IT FROM CUSTOMER PURSUANT HERETO.**

Section 18. **Notices.** All notices, requests, demands, claims and other communications (each, a “Notice”) hereunder shall be in writing, addressed to the intended recipient as set forth on the first page of this Agreement, or to such other person or address as the Party entitled to such Notice shall have specified by written notice to the other Party given in accordance with the provisions of this Section 18. Any such Notice shall be deemed duly given when received or delivery refused as evidenced by a certified mail return receipt.

Section 19. **Entire Agreement.** This Agreement, including the exhibits, schedules and attachments hereto, supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter, and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as set forth herein.

Section 20. **Amendment.** This Agreement may not be amended, waived or modified except by an instrument in writing executed by the Party against whom such amendment, waiver or modification is to be enforced.

Section 21. **Severability.** Any provision of this Agreement that is not essential to the purpose of this Agreement, or that is capable of being modified or replaced in a manner that gives effect to the original underlying intent of the Parties and to the intended economic benefits to the Parties in all material respect, that is declared or rendered unlawful, invalid or unenforceable by any applicable court of law or regulatory agency or deemed or rendered unlawful, invalid or unenforceable because of a statutory or regulatory change, including any order of the Vermont Public Utility Commission or any change in the Utility’s tariff (individually or collectively, such events are referred to as a "Regulatory Event") will not otherwise affect the remaining lawful obligations that arise under this Agreement, and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the original underlying intent of the Parties and to the intended economic benefits to the Parties. If a Regulatory Event occurs, the Parties shall cooperate in good faith and use their best efforts to reform the Agreement in order to give effect to the original underlying intent of the Parties and to the intended economic benefits to the Parties, to the greatest extent reasonably practical.

Section 22. **Waiver of Rule of Construction.** The Parties waive the benefit of any rule that this Agreement is to be construed against one Party or the other.

Section 23. **Fees and Expenses.** Each Party will bear its own fees and expenses incurred in connection with the preparation, negotiation and execution of this Agreement.
Section 24. **Effect of Agreement.** This Agreement shall not be construed as a contract of agency, partnership, joint venture, surety or guaranty. The Parties agree that this Agreement is, and shall be construed as, a service contract under Section 7701(e) of the Internal Revenue Code of 1986, as amended, and not a lease.

Section 25. **Choice of Law.** This Agreement shall be governed and construed in accordance with the internal laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law.

Section 26. **Jurisdiction.** Subject to Section 27, Customer and System Owner each hereby irrevocably consents to and submits to the personal jurisdiction of the state and federal courts sitting in the State of Vermont. Customer and System Owner acknowledge and agree that this Section 26 constitutes a voluntary and bargained-for agreement between the Parties. **EACH OF SYSTEM OWNER AND CUSTOMER HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT. SYSTEM OWNER AND CUSTOMER ALSO WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED**

Section 27. **Mediation.** The Parties agree that any breach or dispute ("Dispute") arising out of this Agreement shall first be submitted to mediation for resolution. Mediation shall commence no later than thirty (30) days after submission of the Dispute, and shall be conducted in accordance with the then prevailing rules of the Mediation Procedures of the American Arbitration Association. In the event that the Dispute is not resolved in mediation within thirty (30) days of the commencement thereof, each Party may pursue any rights and remedies as each may have, whether hereunder or in law or at equity.

Section 28. **Reserved.**

[**Signature Page Follows on Separate Page**]
IN WITNESS WHEREOF the Parties do hereby execute this Agreement as of the __ day of ________________, 20__.  

CUSTOMER:

Customer Name: Town of Essex, Vermont

By: ________________________________
Witness Name of Signatory:
Title:

SYSTEM OWNER:

System Owner Name: Essex Sand Hill Solar, LLC

By: ________________________________
Witness Name of Signatory:
Title:
Exhibit “A”

Description of System

The System shall consist of an array of photovoltaic panels with an estimated aggregate facility-rated output of 500 kW (AC) with an aggregate panel wattage of 765 kW (DC). Final configuration of the System may be modified subject to special permit conditions or site conditions.

Estimated Year One Output:

For the twelve (12) month period beginning on the Service Commencement Date, System Owner estimates that the Output of the System that will be allocated to the Customer Meters will be approximately _____________ kWh. The System Owner estimates that the total electricity that will be generated by the System during such period will be approximately 875,000 kWh (the “Estimated Year One Output”).
Exhibit “B”

Service Price

**Net Metering Credits:** For each kWh of Output allocated to a Customer Meter, Customer will receive a monetary Net Metering Credit on its Utility bill for such Customer Meter. The initial value of the Net Metering Credits, pursuant to rule 5.100, is equal to 0.17417.

The Customer shall pay the System Owner a fee for the Net Metering Credits (the “Service Price”) equal to eighty eight percent (88%) of the Net Metering Credit Value attributable to Output from the System that is allocated to the Customer Meters.

**Invoicing:** System Owner shall issue Customer an invoice each month for the previous month’s System Output multiplied by the estimated Service Price. The System Output shall be measured by the System’s data acquisition and monitoring system. On the annual anniversary of the Service Commencement Date, System Owner and Customer shall conduct an audit of the Customer’s Meters and the actual Net Metering Credits applied to the Customer’s service accounts by the Utility. If the estimated Service Price paid by Customer to System Owner for the 12 months then ended is more than 88% of the Net Metering Credits actually received by Customer from the Utility for that same period, System Owner shall pay Customer the difference within 30 days of the determination. If the estimated Service Price paid by Customer to System Owner for the 12 months then ended is less than 88% of the Net Metering Credits actually received by Customer from the Utility for that same period, Customer shall pay System Owner the difference within 30 days of the determination.
### Exhibit “C”

**Allocation Instructions**

System Owner shall instruct the Utility to allocate credits for the kilowatt hours of electricity generated by the System each month to the Meters set forth below in the following order of priority until the monthly electricity usage, charges and fees for each Meter are fully offset and satisfied:

**Customer Meters:**

<table>
<thead>
<tr>
<th>Priority</th>
<th>Account Name</th>
<th>Account #</th>
<th>Meter #</th>
<th>Allocation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TBD following GMP account data assessment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<td>3</td>
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<td>4</td>
<td></td>
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</tr>
</tbody>
</table>
MEMORANDUM

TO: Village Trustees
FROM: Rick Jones, Public Works Superintendent
DATE: October 23, 2018
SUBJECT: Bid Award for Wheel Loader

Issue
The issue is whether or not the Trustees award the bid for a 2018 wheel loader.

Discussion
The Village of Essex Junction advertised for bids for a 2018 wheel loader for the Public Works Department. The Village received one bid on 10/3/18 from Milton Rental and Sales in the amount of $59,972.99.

Cost
The amount budgeted in the Rolling Stock Fund is $52,401.00. The Finance Director indicated that the amount over budget could be covered in the Rolling Stock Reserve.

Recommendation
Staff recommends that the Trustees award the bid for the wheel loader to Milton Rental and Sales for the not-to-exceed amount of $59,972.99.
BID FORM

Bid price for a 2018 Articulated 4x4 Wheel Loader and attachments. $59,972.99

ESTIMATED DELIVERY WILL BE 8 WEEKS AFTER THE ORDER IS PLACED.

I, the undersigned representative of the company named below, hereby authorize and guarantee this bid.

Milton Rental and Sales
Company Name (please print)

Keith Bean
Representative's Name (please print)

Sales
Representative's Title (please print)

P.O. Box 28 Rt 7 Milton VT 05468
Complete Address (please print)

Keith Bean
Authorized Signature

302-893-4326
Phone Number

10-1-18
Date

The Village of Essex Junction, through its Unified Manager, reserves the right to waive any informalities in, or to reject any and all bids, in whole or in part, or to accept any bid deemed to be in the best interest of the Village.

Return proposal in a sealed envelope marked "Wheel Loader" to the Village of Essex Junction, 2 Lincoln St., Essex Jct., VT 05452-3685 by 1 PM on October 10, 2018.

See Page 2 of this document for a list of information which must be included with your bid proposal.

ONLY SEALED BIDS WILL BE ACCEPTED.

FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.
MEMORANDUM

TO: Village Trustees and Evan Teich, Unified Manager
FROM: Patty Benoit, Administrative Assistant
DATE: October 18, 2018
SUBJECT: Resolution for Marianne Riordan

The attached Resolution has been reviewed by George Tyler and Village staff. If you are in agreement, Marianne will be invited to your November 13th meeting to be presented with the framed Resolution along with flowers.

Thank you.
RESOLUTION OF APPRECIATION

Whereas, Marianne Riordan has served as Recording Secretary for the Village of Essex Junction since 1984; and

Whereas, Marianne Riordan has been extremely reliable, flexible and professional in her responsibilities including, but not limited to, the Board of Trustees, Planning Commission, Zoning Board of Adjustment, Capital Program Review Committee; and

Whereas, Marianne Riordan has produced excellent, clear and concise minutes at all times; and

Whereas, Marianne Riordan worked tirelessly, including countless times in "the wee hours," to return minutes to the Village of Essex Junction in a timely manner; and

Whereas, Marianne Riordan has been a tremendous asset to the Village of Essex Junction; now therefore be it

Resolved, that the Trustees of the Village of Essex Junction, Vermont, express our sincere gratitude to Marianne Riordan for her 34 years of hard work and dedication as Recording Secretary.

Dated at Essex Junction, Vermont, this 23rd day of October, 2018.

VILLAGE OF ESSEX JUNCTION BOARD OF TRUSTEES

George A. Tyler, Village President

Andrew P. Brown, Vice President

Lori A. Houghton, Trustee

Daniel S. Kerin, Trustee

Elaine H. Sopchak, Trustee
MEMORANDUM

TO: Village Trustees
FROM: Evan Teich, Unified Manager
DATE: October 23, 2018
SUBJECT: Trustees Meeting Schedule

TRUSTEES MEETING SCHEDULE/EVENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 13</td>
<td>6:30 PM</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Channel 17 Annual Update</td>
</tr>
<tr>
<td>November 27</td>
<td>6:30 PM</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>December 5</td>
<td>7:00 PM</td>
<td>Joint Meeting at 81 Main</td>
</tr>
<tr>
<td>December 7</td>
<td>5:30-8:00 PM</td>
<td>Village Tree Lighting and Train Hop</td>
</tr>
<tr>
<td>December 11</td>
<td>6:30 PM</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>January 8, 2019</td>
<td>6:30 PM</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Review FYE 20 proposed budgets</td>
</tr>
<tr>
<td>January 22</td>
<td>6:30 PM</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Public Hearing on FYE 20 budgets and capital programs</td>
</tr>
<tr>
<td>February 6</td>
<td>7:00 PM</td>
<td>Joint Meeting at Lincoln Hall</td>
</tr>
<tr>
<td>February 12</td>
<td>6:30 PM</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Adopt budgets and capital programs</td>
</tr>
<tr>
<td>February 26</td>
<td>6:30 PM</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Adopt Warning for Annual Meeting</td>
</tr>
<tr>
<td>March 12</td>
<td>6:30 PM</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>March 26</td>
<td>6:30 PM</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>April 3</td>
<td>7:00 PM</td>
<td>Annual Meeting at Essex Community Educational Center</td>
</tr>
<tr>
<td>April 10</td>
<td>7:00 PM</td>
<td>Joint Meeting at 81 Main</td>
</tr>
</tbody>
</table>
VILLAGE OF ESSEX JUNCTION
BIKE/WALK ADVISORY COMMITTEE
MINUTES OF MEETING
SEPTEMBER 17, 2018

MEMBERS PRESENT: Raj Chawla, Eric Bowker, Jeff Frolik, Phoebe Spencer (via Skype), Micah Hagan, Kaitlin Hayes

ADMINISTRATION: Darby Mayville, Community Relations/Economic Development Assistant

OTHERS: Casey Holleran, Anuar Onayev, John Buckley, Austin Burke, Analiese Keimel (UVM students)

1. CALL TO ORDER

Raj called the meeting to order at 6 PM.

2. MINUTES REVIEW

MOTION BY MICAH, SECOND BY KAITLIN TO ACCEPT JULY MEETING MINUTES. ALL IN FAVOR, MOTION PASSED.

3. VTRANS GRANT DISCUSSION

Darby informed the committee that the BWAC had received a grant from VTrans to install three flashing pedestrian lights. It is hoped that these lights would be installed this spring. Darby will be checking with the police department to ensure that they will not have any problems with the light locations.

4. UVM TRAFFIC CALMING STUDY

The BWAC met five UVM engineering students who will be working on a traffic calming project in Essex Junction throughout the school year. They have separated the Village into three areas: East, Central, and West. The following committee members signed up to help the following groups:

- Jeff: East
- Raj: West
- Micah & Kaitlin: Central

Raj told the students that the goal was to look at plausible solutions (both creative and traditional) to help calm traffic in neighborhoods. Many commuters cut through residential areas to try to evade traffic, and this often results in speeding. The speed limit in most of the Village is 25 mph. However, many cars travel much faster than this. Essex Junction has a considerable
amount of infill and is densely populated. Local schools also do not offer bussing which adds traffic to the area around school start/end times.

Raj suggested that the students collaborate with the schools to look at solutions such as walking school buses and strategic drop off locations. He also advised them of the impending Crescent Connector project which will affect the flow of traffic in the Village. Connecting with the Chittenden County Regional Planning Commission may help the students get some of the information they are looking for.

The students will communicate regularly with Darby and Raj to ensure that they have the information that they need and that they can get access to staff to answer questions.

5. MID-ROAD SIGNAGE

Not discussed.

6. COMMITTEE LEADERSHIP

Raj noted that he had planned to be an interim chair for the BWAC. However, this has turned into a permanent position. He asked if anyone else on the committee would be interested in taking over. Phoebe offered to assist Raj with answering questions from the public and with communications.

Jeff suggested putting out additional publicity for new members, especially walkers. Darby will be putting this information out on Front Porch Forum.

7. PUBLIC INPUT

None.

8. ADJOURNMENT

MOTION BY JEFF, SECOND BY RAJ TO ADJOURN THE MEETING. MEETING ADJORNED AT 7:05 PM.

Respectfully submitted, Darby Mayville.
VILLAGE OF ESSEX JUNCTION  
BOARD OF TRUSTEES  
MINUTES OF MEETING  
October 9, 2018

TRUSTEES PRESENT: George Tyler (Village President), Andrew Brown, 
Lori Houghton, Dan Kerin, Elaine Sopchak

ADMINISTRATION: James Jutras, Water Quality Superintendent; Sarah Macy, Assistant Finance 
Director; Lauren Morrisseau, Assistant Manager and Village/Town Finance 
Director; LouAnn Pioli, Coordinator of the Essex Senior Center; Evan Teich, 
Unified Manager; Ally Vile, Director of Essex Recreation and Parks

OTHERS PRESENT: Laurel Ashley, Charlie Baker (Executive Director of CCRPC), Jeannine 
Cote, Anne-Marie Dennis, Rose Drost, Pauline Giancola, Michael S. 
Giancola, Anna Gravel, Bernardine Haslaon, Fran Hogan, Howard Hogan, 
Connie Marshall, Breda Ruthie, Jean Young, Irene Wrenner (Town of 
Essex Selectboard), Cathy Ainsworth (Recording Secretary)

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE**  
Village President George Tyler called the meeting to order at 6:30 PM and led the assemblage in the 
Pledge of Allegiance.

2. **AGENDA ADDITIONS/ CHANGES**  
Addition of General Fund Capital Reserve Plan spreadsheets for Agenda Item 6e

3. **APPROVE AGENDA**  
MOTION by Dan Kerin, SECOND by Andrew Brown, to approve the agenda, amended to 
include the General Fund Capital Reserve Plan spreadsheets. Voting: unanimous (4-0); motion 
carried.

4. **GUESTS, PRESENTATIONS AND PUBLIC HEARINGS**  
b. **Comments from public on items not on the agenda.**  
None

b. **Charlie Baker, Executive Director of Chittenden County Regional Planning 
Commission (CCRPC), re: FYE 18 Annual Report**  
Mr. Baker reviewed the CCRPC FYE 18 Annual Report with the Trustees. He noted that the 
Commission is made up of representatives from all of the municipalities who, collectively, pay 
dues of $245,000. This is matched by federal and state grants. He pointed information about 
projects conducted over the past year with Essex Village, including local capital programs, water 
projects and regional activities. Mr. Baker clarified that the RFP process, for the Unified Work 
Program, is somewhat competitive but most projects are able to be funded. He said that Essex 
tends to ask for less funding than other municipalities who are the same size or larger. He stated 
that there would be no negative impact on the number of projects funded if the Town and Village 
unified. He suggested that Essex make greater monetary asks, commending them on the effective 
needs analysis processes conducted by Essex administrators.
Mr. Tyler wondered if the commission could forecast any increases or decreases in funding from the Federal Government. Mr. Baker said that there have been no cuts but some increases in Federal funding, and that the Circ. Highway Alternative projects are in the legislature’s budget for committed funding toward capital projects. Mr. Tyler praised the CCRPC’s Economics of Housing meeting he attended for being very informative and helpful and Mr. Baker said there is a Housing Trust Fund session scheduled for October 20th.

5. OLD BUSINESS
   a. Discuss Senior Center Growth and Needs
Ally Vile, Director of Parks and Recreation and Lou Ann Pioli, Coordinator of the Senior Center, shared an analysis of the Town of Essex center’s history, growth and future needs, compiled by request of the Trustees. They discussed the Center’s attendance and Mr. Tyler noted that the number of people served, currently 303, has tripled in three years. They pointed out that their Senior Van Service is the only one offered in VT, free to residents. They said that seniors are attracted to Essex because of local senior housing, the opportunity for free, senior transportation and the opportunities provided by the Senior Center.

Mr. Tyler asked Ms. Vile and Ms. Pioli to share the Senior Center’s biggest needs and areas for growth/ expansion. They said greater space, more day trips, increased kitchen space, increased meal offerings, more parking and evening van use would make a big difference. The biggest need they identified was for more staffing to offer evening programs and to assist Ms. Pioli in Coordination activities. Currently Ms. Pioli is supported by volunteers who serve hundreds of hours to assist in many of these tasks.

Ms. Houghton asked for clarification on how the van services are managed. Ms. Vile said paid van operators are supported by call center volunteers and the whole program is supervised primarily by Ms. Pioli. She and Ms. Pioli provided details about the application process for new riders and processes to reimburse drivers through multiple departments, based on which events the van is being used for.

Ms. Houghton asked for clarification of how Essex Parks and Recreation (EPR), Essex Junction Recreation and Parks (EJRP) and the Senior Center are interconnected or differ in their offerings to seniors. Ms. Vile and Ms. Pioli described interagency collaboration and movement toward their goal of shared registration policies, ages, rates, and registration software. They detailed various discrepancies in these areas until the goal is reached. They also discussed hiring and staffing processes for drivers. Mr. Teich said that the upcoming proposal to co-locate EPR and EJRP may help streamline operations.

Mr. Brown wanted to know if there are any other constraints on Senior Center operations. Ms. Pioli said her job, as a union job with overtime, does not provide scheduling flexibility so she regularly works overtime hours. She also pointed out that more parking and handicapped accessible doors and bathrooms are ongoing needs.

Ms. Houghton offered to send the trustees a study conducted and published by the VT Department of Aging and Independent living.
Pauline Nichola, a Member of the Senior Center, expressed concern with the first paragraph on page 4 of the Senior Center memo that says a “reduction of programs and Senior Center hours” would be considered as an alternative to cost increases related to the overtime. Ms. Nichola described that, from the members’ point of view, this strategy is not acceptable. Ms. Vile and Mr. Teich described Ms. Pioli’s hours and reimbursement, noting that the position has grown from 20 hours to 40 hours and that it now includes benefits. Ms. Nichola suggested the Trustees hire a new part-time position as a solution to staff overtime. Mr. Tyler agreed that the Trustees should consider this suggestion.

Annemarie Dennis, discussed concerns related to parking, handicapped parking and handicapped accessibility to the Senior Center building. She said she has a petition, signed by over 100 seniors, that requests handicapped buttons on the door of the building. She also encouraged the Trustees to approve at least three more parking spaces to be designated for the Senior Center and requested a progress update on planning for a van parking and drop off area. Mr. Teich responded that the Van drop off strategy is in Public Works and has run into challenges related to fire truck lanes and crumbling concrete. He acknowledged the ongoing challenge of parking capacity with so many departments currently using the lot. Mr. Tyler said they will continue to work on this. Ms. Houghton suggested, and Mr. Teich agreed, that Public Works provide an update to the Trustees on progress being made with these items.

b. Revised Consent Letter Amtrak ADA Stations Program
George Tyler reviewed a letter, written by Amtrak, regarding the ADA station upgrade of the Village of Essex’s train station. He noted that the design of this project has been inclusive and thorough. He noted that Robin Pierce, Jim Jutras, Rick Jones and Rick Hamlin have signed off on the upgrade. Mr. Teich said that when the construction is taking place, in 2019, the project will be significant.

MOTION by Andrew Brown, SECOND by Dan Kerin, that the Village Trustees authorize the Village President to sign the Amtrak ADA Station upgrade. Voting: unanimous (4-0); motion carried.

5. NEW BUSINESS
a. Amendment to FYE 19 WWTF Capital Reserve Plan
Jim Jutras discussed the current status of grants and funding available for the Wastewater facility’s Phosphorous Innovation upgrades. These upgrades were approved by the Trustees in May, 2018. With grant funds now awarded, versus expected, Mr. Jutras pointed out that there is a revenue gap toward the purchase of a Hydroflow unit for the project. He explained the functions of this unit and described long-term cost savings that would result from its use. Mr. Jutras requested the Trustees modify the FYE 2019 Capital Plan to include $30,000 toward a sole source purchase of this unit from the manufacturer of these products. He clarified that this will not put any grant funds at risk.

MOTION by George Tyler, SECOND by Lori Houghton, that the Trustees modify the FYE 2019 Wastewater Facility 2019 Capital plan to include $30,000 for purchase of a Hydroflow unit and that the Unified Manager be authorized to sign the incentive pending any legal review, if deemed necessary.
Mr. Tyler praised the Village of Essex Junction for being the recipient of the Governor’s Phosphorous Innovation Challenge Grant for this project.

**Voting: unanimous (4-0); motion carried.**

**b. Review and Discuss Draft Purchasing Policy**

Lauren Morrisseau, Finance Director and Assistant Village Manager, explained the proposed Purchasing Policy. Ms. Morrisseau said the Policy was revised as part of alignment efforts between the Town of Essex and the Village of Essex Junction. She said the drafting process was collaborative and included Department Heads. The process considered the Purchasing Policies of the Town and Village, the Vermont League of Cities and Towns (VLCT) model and an example from Golden Colorado. Ms. Morrisseau walked the committee through numerous components, including new thresholds for authorizations to purchase; clarity on exceptions related to emergencies, recurring purchases, repair parts and specialty items; and processes to appoint Village and Town attorneys, engineers and auditors. Mr. Teich pointed out that devising this policy was a thorough process and it should allow work to be more efficient. Mr. Brown wondered how the changes to purchasing will effect trustee involvement in approval processes. Ms. Morrisseau said that the budgeting process will still fall with the Trustees but purchases outside of the approved budget, only in an amount $40,000 or more, will require Trustee approval. Mr. Brown pointed out that the "prequalified bidder" portion of the Policy may be strengthened by including a shortlist of suggested vendors to support bidders who are hoping to grow in capacity. Ms. Morrisseau said that the previous policy had a “prequalified bidder” process for bids of over $250,000 and agreed to revisit this rule to include in the policy. The Trustees discussed the change in precedent, posed by the Policy, related to awarding bids. They described the reasons why they consider their current bid approval practice to be one of their core responsibilities. Ms. Morrisseau said that Public works, not the Selectboard, has historically awarded bids in the Town. She agreed to include the Trustee bidding process for expenses over $40,000 into the new policy. The vote on this policy will be conducted at the joint Trustee and Selectboard meeting scheduled for October 11.

**c. Review and Discuss Draft Records Retention Policy**

Sarah Macy, Assistant Finance Director, explained the Records and Retention Policy and Finance Department Retention Plan, which is inclusive of the Village and the Town. The Vermont State Archives and Records administration (VSARA) workshop and their model records schedule helped inform the drafting process. The Policy applies to all records except for those at the Police Department. Attachment A applies only to the Finance Department. The trustees discussed the average retention rates of records, preferred practices related to emails and clarification on the use of texting. The vote on this policy will be conducted at the joint Trustee and Selectboard meeting scheduled for October 11.

**d. Amendment to the Personnel Regulations**

Evan Teich explained that, as a result of the restructuring process, the position “Assistant to the Manager” should be added to Appendix VI of the Village of Essex Junction Personnel Policy. The new hire to this position began this week as an Exempt Employee.
MOTION by George Tyler, SECOND by Lori Houghton, that the Trustees adopt the proposed revisions to the Village of Essex Junction Personnel Guidelines. Voting: unanimous (4-0); motion carried.

e. Set FYE 20 Budget Goals

Mr. Levy asked for guidance from Ms. Morrisseau and Mr. Teich that may help inform priorities for the FYE 20 budget. Ms. Morrisseau and Mr. Teich said that, in their work toward alignment between the Town and the Village, they identified the need for an in-house Property Maintenance Superintendent position for all of the buildings in the Village. They also explained that they would like to move all the Worker’s Compensation and Insurance budget lines into the Finance line, as is done in the Town, with the exception of highway bills. They later clarified that moving these lines encourages greater efficiencies and a standardized approach. The Trustees discussed and clarified the proposal of a Property Maintenance Superintendent. Mr. Tyler expressed hesitation to investing in efforts that may move money from capital projects.

Elaine Sopchak reiterated the importance of increased investments in the Senior Center and requested Mr. Teich devise a proposal for addressing the concerns raised. Ms. Houghton and Mr. Kerin reiterated this need for a Senior Center investment strategy. Mr. Kerin pointed out the challenges related to being at maximum capacity with parking around Lincoln Hall.

Ms. Sopchak said that Channel 17 is planning to double their standard funding request, due to changes in their viewership and decreased reimbursements from Comcast and Telecom. She recommends that the Trustees consider a regular 3% increase for this service over time instead.

The Trustees scheduled the “Budget Day” on December 19, 2018.

Mr. Tyler presented the Capital Plan, which was discussed at the Capital Program Review Committee Meeting on October 2, 2018. He and Ms. Morrisseau walked the trustees through the General Fund Capital Reserve Funding & Fund Balance chart, pointing out that, if the transfer from General Fund remains at 7.5%, the plan would result in a -$304,109 deficit in FYE 24. Mr. Tyler showed the Trustees that 15% would keep the plan solvent while also addressing the scheduled projects. He said that the current increase of 7.5% costs a $280,000 home owner $6 per year, while a 15% increase would result in $12 in this year. The Trustees weighed the option of using a Bond to address this deficit. They discussed the challenges posed by either measure, with consideration of the Town and Village consolidation possibility. Mr. Tyler explained that the Capital Plan was ranked through a process that identified the top priorities to be included in the FYE 20 budget and all estimates assume a 5% inflation increase each year.

Ms. Sopchak mentioned that a 3% increase each year could be a solution for the Champlain Valley Exposition (CVE) pilot to prevent an unpredicted jump in this funding request. Mr. Teich said that they are also negotiating that the CVE increase their contribution to police costs. He said he would look at the 3% increase suggestion.

Mr. Levy summarized that suggestions and topics considered in this discussion, in addition to the goal of level service with an increase to cost of living, will contribute to the construction of the FYE 2020 budget.
6. **MANAGER’S REPORT**
   a. **Trustees Meeting Schedule**
      October 11, 7:00 pm Joint Meeting with Selectboard at 2 Lincoln St.
      October 23, 6:30 pm Regular Meeting
      November 13, 6:30 pm Regular Meeting
      November 27, 6:30 pm Regular Meeting
      December 11, 6:30 pm Regular Meeting
      December 25, 6:30 pm Regular Meeting*
      January 8, 2019, 6:30 pm Regular Meeting- Review FYE 20 proposed budgets
      January 22, 6:30 pm Regular Meeting- Public hearing on FYE 20 budgets & capital programs
      February 12, 6:30 pm Regular Meeting- Adopt FYE budgets and capital programs
   *The Trustees agreed to cancel the December 25 meeting

8. **TRUSTEES’ COMMENTS & CONCERNS/ READING FILE**
   a. **Board Member Comments**
      • Mr. Kerin discussed concerns he has received regarding the long length of the light signal on Park and South Street, considering the limited traffic in that area. Mr. Teich agreed to discuss options for sensors for this intersection with Dennis Lutz.
      • Ms. Houghton attended a meeting with the Police Department that highlighted successes in their collaboration with Howard Center’s Community Outreach Team.
      • Elaine and Mr. Teich attended an Essex Rescue meeting that highlighted the important contributions made by this group. They shared that, with increased senior housing, the district will continue to see increased ambulance runs.
      • Elaine mentioned that the Selectboard approved a canine pilot program for the Essex Police. The dog is trained and has a successful track record in search and rescue and drug searches (excluding marijuana).
   b. **Minutes from other boards/committees:**
      • Tree advisory Committee 9/18/18
      • Brownell Library Board 9/18/18
      • Selectboard and Trustees Subcommittee on Governance 9/19/18
      • Capital Program Review Committee 10/2/18
   c. **Letter from Curt Carter, GBIC Vice President, re: thank you for contribution**
      No discussion
   d. **Email from Jessie Bordeau re: CSWD Reuse Zones**
      No discussion
   e. **Thank you from Kristen Humbarger re: SteAmfest 2018**
      No discussion
   f. **Winter Operations Plan 2018-19**
      No discussion

9. **CONSENT AGENDA**
   Mr. Brown suggested two amendments to the minutes dated 9/25/18, both in section 4d: After the word “since”, on the first line of the second paragraph, replace “2006. She and her husband have” with “2006, when her children were in”. On the third line of the second paragraph, replace “she started the area’s Train Hop” with “she was part of a handful of concerned neighbors who started the area’s Train Hop.”
MOTION by George Tyler, SECOND by Lori Houghton to amend the minutes, as suggested by Andrew Brown. Voting: unanimous (4-0); motion carried.

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

a. Approve Minutes of previous Meeting 9/25/18
b. Expense Warrant #17115 dated 9/28/18 in the amount of $222,084.12
c. Expense Warrant #17116 dated 10/5/18 in the amount of $110,220.10

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

10. **ADJOURN**

MOTION by George Tyler, SECOND by Dan Kerin, to adjourn the meeting.
Voting: unanimous (5-0); motion carried.

The meeting Adjourned at 9:15 pm

Respectfully Submitted,
Cathy Ainsworth
VILLAGE OF ESSEX JUNCTION BOARD OF TRUSTEES
SPECIAL MEETING WITH THE ESSEX SELECTBOARD
MINUTES OF MEETING
October 11, 2018

ESSEX SELECTBOARD: Max Levy, Chair; Michael Plageman, Vice Chair; Elaine Sopchak, Clerk; Andy Watts and Irene Wrenner.

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

ADMINISTRATION: Evan Teich, Unified Manager; Greg Duggan, Deputy Town Manager; Lauren Morrisseau, Finance Director/Assistant Village Manager; Sarah Macy, Assistant Finance Director; Ally Vile, Town of Essex, Parks and Recreation Director; and Brad Luck, Village of Essex Junction Recreation and Parks Director.

OTHERS PRESENT: Diane Clemens, Jerry Fox, Barbara Higgins, Colin Flanders (Essex Reporter).

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE
Mr. Levy called the Special Joint Meeting of The Town of Essex Selectboard and The Village of Essex Junction Trustees to order at 7:00 p.m. Mr. Levy led all present in reciting the “Pledge of Allegiance.”

2. AGENDA ADDITIONS /CHANGES/
There were no changes to the Agenda, however minor changes were noted with revision to sheets made by Ms. Morrisseau for the packet but not recorded to the agenda.

3. AGENDA APPROVAL
As noted, no changes and approval is not required.

4. PUBLIC TO BE HEARD:
There were no public comments.

5. JOINT MEETING WITH ESSEX JUNCTION BOARD OF TRUSTEES

a.) Update from Governance Subcommittee (no action) - George Tyler
Mr. Tyler, President of the Board of Trustees and Chair of the Governance Subcommittee, reported that for the Subcommittee meetings of July 7, 2018 and September 19, 2018, both held at 81 Main Street, members of the public were present at only one of the meetings, and the meetings had been warned. At this first meeting, Mr. Tyler was elected Chair and Ms. Sopchak was appointed as Recording Secretary for the Governance Subcommittee. A list of potential governance options and questions developed at this meeting are included in the packet. Staff has requested additional time to review these options and questions. With a reminder that this is uncharted territory, there are interaction and alignment opportunities and
staff needs consent to adopt the polices and bring questions, and the Subcommittee process needs to continue in order to work with legal counsel.

The Subcommittee has recommended to both Boards that Attorney Dan Richardson be hired to provide legal guidance on potential financial impact, governance options, changes to the charters and interface with government legislators, if necessary. Further discussion of why Mr. Richardson was recommended over other attorneys will be discussed when that topic is reached on the agenda.

Mr. Watts stated that he was not in agreement that the subcommittee should continue, his submitted questions were not included and that Joint Meetings of the Selectboard and Trustees were cancelled in favor of Subcommittee meetings. Minutes of these meeting do not reflect Mr. Watts’ questions, although Ms. Sopchak recalled that when the Subcommittee was scheduled to meet the first time, and the Board was invited to submit questions, Mr. Watts’ questions were submitted and discussed at the last joint meeting. In discussion of the summary and recommendations report which was to be submitted at this Joint Meeting, Ms. Wrenner discussed the slow progress of the process at the moment, and the time it takes to talk to folks and unexpected delays. Ms. Sopchak said that she thought all questions had been answered. Ms. Wrenner asked that all questions be included to get them to the attorney. Mr. Duggan will review emails for potential missed questions from Mr. Watts to be included for review. Mr. Watts asked that if questions he submits are not understood, that the other board members please ask questions or for definitions. Mr. Plageman asked if questions might submitted be available no later than early Tuesday, cut and pasted if necessary. Mr. Tyler said that the Subcommittee had meet two times and discussed goals with a long list legal scenarios, which would be helpful to review with an attorney and asked that the Subcommittee be allowed to meet again. Mr. Plageman asked that the Subcommittee develop a plan of action with one more meeting and develop 4, 5 or 6 options to move forward.

b.) Appointment of Dan Richardson as special counsel for the Town and the Village for matters related to consolidation (action) – George Tyler

Attorney Dan Richardson, present, was introduced and discussed his resume. He discussed the differences between a Selectboard versus a mayor (or a Chicago Style Mayor), what a total merger or partial merger could present, and used Waterbury as an example with a wide array of options. Mr. Teich asked, “Who are your clients?” Mr. Richardson referred to a list of Municipal Clients and References included in the Proposal Letter in the packet. There were question regarding a retainer letter where Attorney Richardson be answerable to both Boards, serving both, not promoting interests of either Board, where Mr. Teich would act as the day to day point of contact. Mr. Richardson said that the Legislature views the consolidation process skeptically and must approve any charter changes with a fair amount of scrutiny. Ms. Sopchak asked that Mr. Teich be emailed questions and that the Joint Boards make sure the process be public with voter engagement.

MOTION by Trustee George Tyler, SECOND by Trustee Lori Houghton to approve Appointment of Dan Richardson as special counsel for the Town and the Village for
MOTION by Selectboard member Michael Plageman, SECOND by Selectboard member Irene Wrenner to approve Appointment of Dan Richardson as special counsel for the Town and the Village for matters related to consolidation by the Town of Essex Selectboard; motion passed 5-0.

c.) Co-location of Recreation Departments (action) - Brad Luck and Ally Vile

Ms. Vile and Mr. Luck opened discussion about the co-location plans by telling the boards about an upcoming Parks tour for both Recreation departments. On September 19th, the departments had an initial meeting that lasted three hours where staff from both departments were comfortable with exploring the concept of co-locating Essex Parks and Recreation and Essex Junction Recreation and Parks to 75 Main Street. Two memos, which are included in the packet, provided a schedule of planned discussions, opportunities for staff bonding, a review of shared programing and administrative details including budget line items. In discussion, Ms. Houghton added that people who have read the packet think co-location is a really good idea, and applauds the bonding effort. Mr. Plageman added that it is a great idea, and asked if there’s space for everyone to move to Maple Street. Ms. Vile explained that the change in space was not that big and everyone is flexible. Mr. Brown asked if everyone was on the same page. From a customer service aspect, Mr. Brown said he is in favor of exploring the concept. Mr. Plageman asked what the time frame would be if the co-location was fast tracked, perhaps Spring? Ms. Vile reviewed details of the memo, noting that September 2019 is more in line with a fall timeframe. Mr. Watts presented questions regarding districts serving their governance model would that impact in how things are paid for. Ms. Vile said that the two recreation departments are not merging, just co-locating and not comingling funds. Ms. Vile added that Sarah Macy and Lauren Morrisseau will make sure nothing is missed and items will be properly coded to the correct general ledger accounts. Mr. Levy asked if there would be better program coordination, with Ms. Vile responding that there would be potential cost savings in postage, telephone, and printing brochures. Mr. Levy had questions regarding the potential downside and challenges of having two entities in the same building. Ms. Vile said that while change would be a bump in the road, the convenience of one-stop shopping is so much greater. Ms. Wrenner said it had been two years since the last effort to consolidate recreation, and that because some voters are afraid that one department might be absorbed, it’s important to bring the public along in the process. Ms. Vile said that she and Mr. Luck would meet with both departments as a team, with much discussion along the way. Mr. Luck asked that questions be emailed so they can be addressed and welcomed in order to get the questions to the public. Ms. Wrenner asked that the Board be apprised of updates. Mr. Teich added that the expectation would be quarterly reporting and that everyone has a lot on their plate. Mr. Watts had questions regarding the governance outcome, and the separation of Town and Village if staff at 81 Main moves to 75 Maple and 81 Main Street recreation department space then becomes occupied. Mr. Watts asked if a neutral facility had been considered where there might be adequate parking space.
MOTION by Trustee Lori Houghton, SECOND by Trustee Andrew Brown to 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 by the Village of Essex Junction Board of Trustees; motion passed 4-0.

MOTION by Selectboard member Michael Plageman, SECOND by Selectboard member Andy Watts to 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 by the Town of Essex Selectboard; motion passed 5-0.

d.) Adoption of Revised Purchasing Policy (action) – Lauren Morriseau and Sarah Macy

Ms. Morriseau said she had made changes as requested and these changes are reflected in red-lined version in the packet.

Mr. Brown proposed further changes. On page 9, he made a recommendation to change “should” to “shall” throughout to avoid grey areas. On Page 12, Sealed Bid Process, Mr. Brown asked that the Department of Vermont Economic Development Bid System be added to the process, as The Essex Reporter does not deliver to all of Essex and the Burlington Free Press is by subscription only. Mr. Brown said this addition to the process would get bid requests out to many different suppliers and vendors and should be utilized. Following discussion, the boards decided that using this bid system would not be in lieu of other options. Mr. Brown proposed additional changes on Page 14: he suggested moving numbers 14, 15, 16 to the section above “In a case of a contract supported by federal funds, the additional criteria shall apply.” Further, “qualified, small” should be added to number 14, as this language is used on page 4, from the paragraph Affirmative Action and Local Preference. Mr. Watts had a question regarding #16 on page 14, asking if the Unified Manager or designee will recommend a bid award for approval by the Town Selectboard/Village Trustees as practice and if this language should be left in order to satisfy federal auditors. Ms. Morriseau explained that this would be part of the normal routine. Mr. Teich said this would be built into the schedule, and it may add several days to the process. Ms. Morriseau asked that 5d. be adopted as amended.

MOTION by Selectboard member Andy Watts and SECOND by Selectboard member Irene Wrenner, adopted as amended, The Revised Purchasing Policy by the Town of Essex Selectboard; motion passed 5-0.

MOTION by Trustee Andrew Brown, and SECOND by Trustee Lori Houghton, adopted as amended, The Revised Purchasing Policy by the Village of Essex Junction Board of Trustees; motion passed 4-0.

e.) Adoption of Records Retention Policy and Finance Department Retention Plan (action) - Lauren Morriseau & Sarah Macy
Assistant Finance Director Sarah Macy reviewed a minor change since the Selectboard and
Trustees reviewed the Draft Town of Essex and Village of Essex Junction Record
Management Policy and Retention Plan: the “d” on page 2, under references, should not have
had its own bullet point.

**MOTION** by Trustee Lori Houghton and **SECOND** by Trustee Andrew Brown to
adopt the Town of Essex and Village of Essex Junction Records Management Policy
and Finance Department Retention Plan by the Village of Essex Junction Board of
Trustees; **motion passed 4-0**.

**MOTION** by Selectboard member Michael Plageman and **SECOND** by Selectboard
member Irene Wrenner to adopt the Town of Essex and Village of Essex Junction
Records Management Policy and Finance Department Retention Plan by the Town of
Essex Selectboard; **motion passed 5-0**.

f.) **Scheduling of future joint meetings and attendance policy (action)** – Evan Teich

Mr. Teich reviewed the schedule of future joint meetings noting that it is difficult to get ten
board members together, and perhaps it would be helpful map out a meeting schedule for the
next six months or year. Mr. Teich stated it’s important that nine members are present and
there was discussion that in some cases, depending on the topic, a quorum of four members
from each board would be fine. The boards agreed that if policy is being approved, then a
simple quorum would be fine; if decisions or discussions about consolidation or governances
are happening, then the boards wanted to have at least four members of each board. Mr.
Levy noted that Skype is an option if a member could not attend in person. Further
discussion ensued regarding location. Finding a location or space presents a challenge for
Thursday’s, when Planning Commissions also meet, and Wednesdays seem to be a more
viable day. The dates selected for 2019 are as follows:

February 6, 2019
April 10, 2019
June 5, 2019
August 7, 2019
October 2, 2019
December 4, 2019

**MOTION** by Trustee Lori Houghton and **SECOND** by Trustee Andrew Brown that the
Essex Junction Board of Trustees choose the following dates: February 6, April 10,
June 5, August 7, October 2 and December 4, all in 2019, for joint meetings and that the
meetings occur as long as both boards have at least four members in attendance, unless
the agenda is policy oriented and then the Boards may choose to move it to a quorum
on a case by case basis, by the Village of Essex Junction Board of Trustees (4-0); **motion
carried**.

**MOTION** by Selectboard member Irene Wrenner and **SECOND** by Selectboard
member Mike Plageman that the Town of Essex Selectboard choose the following dates:
February 6, April 10, June 5, August 7, October 2 and December 4, all in 2019, for joint
meetings and that the meetings occur as long as both boards have at least four members in attendance, unless the agenda is policy oriented and then the Boards may choose to move it to a quorum on a case by case basis, by the Town of Essex Selectboard (5-0); motion carried.

g.) Discussion of joint budget process and joint priorities (no action) – Evan Teich

Mr. Teich opened discussion of the joint budget process and stated that staff is looking for a general direction and priorities or a suggested budget number. For example, co-hiring an attorney, will there need to be a budget for expenditures, as the attorney fees are $150.00 per hour. Another goal is a budget for adding police officers. Mr. Teich remarked that Mr. Watts has requested removing that the remaining one cent in the Highway Tax, so that has been put in the list of budget goals.

Ms. Wrenner remarked that co-location will require funding. Ms. Houghton added notes from a recent Trustees meeting, regarding the snow plow schedule, based on school transportation schedules. Mr. Teich asked for direction on paying for anything “joint” between the two boards, including payment to Attorney Dan Richardson, where payment would not be required to be split 50/50 or 70/30, but would be required to come from Town and Village. There was discussion regarding how to address Town or Village. To recap, Mr. Teich said items to be added to budget would be public outreach, legal fees for consolidation, rec co-location, removal of the Highway Tax, snow plow planned impacts, Senior Center needs, Police staffing, and building/staff maintenance superintendent. Mr. Watts said he has reconciled himself to the Highway Tax as it is an agreement that was made many years ago and akin to tax breaks given to large land owners to keep their land open or tax breaks given to veterans. Mr. Watts said he realized that not everyone paid the same tax rate.. Mr. Teich said the board members could send him more requests.

6. READING FILE

Mr. Levy asked for comments on a letter from the Town attorney about the governance subcommittee, and whether the committee meetings were warned as a subcommittee of the Selectboard and Trustees, or as a Selectboard meeting.

7. EXECUTIVE SESSION

None.

8. ADJOURN

MOTION by Selectboard member Irene Wrenner and SECOND by Selectboard member Andy Watts to adjourn the Town of Essex Selectboard and Village of Essex Junction Trustees Special Joint Meeting, by the Town of Essex Selectboard, motion passed 5-0.
MOTION by Trustee Andrew Brown and Second by Trustee Lori Houghton to adjourn the Town of Essex Selectboard and Village of Essex Junction Trustees Special Joint Meeting, by the Village of Essex Trustees (4-0), motion passed 5-0.

Respectfully submitted,

Rita Pozirekides
Recording Secretary,
10/15/2018
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Report Total

140497.84
### General Government

**210-413 GENERAL EXPENSES**

**210-41320 ADMINISTRATION**

**210-41320.1 ADMIN SALARIES**

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**Total Admin Salaries**

|                   | 310,688.00 | 70,483.10 | 22.69%               | 22,809.98  |

**210-41320.2 ADMIN BENEFITS**

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<td>1,600</td>
<td>45.18</td>
<td>2.82%</td>
<td>45.18</td>
</tr>
</tbody>
</table>

**Total Admin Benefits**

|                   | 86,389.00 | 21,425.12 | 24.80%               | 6,161.34   |

**210-41320.130 Board Member Fees**

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
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</thead>
<tbody>
<tr>
<td>210-41320.320 Legal Services</td>
<td>15,000</td>
<td>7,979.50</td>
<td>53.20%</td>
<td>2,894.00</td>
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<tr>
<td>210-41320.330 Other Professional Servic</td>
<td>1,000</td>
<td>1,000.00</td>
<td>0.00%</td>
<td>0.00</td>
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<tr>
<td>210-41320.335 Audit</td>
<td>6,160</td>
<td>6,160.00</td>
<td>0.00%</td>
<td>0.00</td>
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<tr>
<td>210-41320.340 Computer Expenses</td>
<td>2,220</td>
<td>1,482.67</td>
<td>33.21%</td>
<td>0.00</td>
</tr>
<tr>
<td>210-41320.442 Leased Services</td>
<td>4,525</td>
<td>3,532.47</td>
<td>21.93%</td>
<td>389.26</td>
</tr>
<tr>
<td>210-41320.500 Training, Conferences, DU</td>
<td>9,300</td>
<td>8,035.13</td>
<td>13.60%</td>
<td>262.86</td>
</tr>
<tr>
<td>210-41320.521 Liability &amp; Property Ins.</td>
<td>4,239</td>
<td>2,259.17</td>
<td>53.29%</td>
<td>0.00</td>
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<tr>
<td>210-41320.522 Public Officials Liabilite</td>
<td>5,727</td>
<td>2,878.25</td>
<td>49.74%</td>
<td>0.00</td>
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<td>210-41320.530 Communications</td>
<td>18,387</td>
<td>11,613.20</td>
<td>63.84%</td>
<td>462.95</td>
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<tr>
<td>210-41320.535 Telephone Services</td>
<td>1,700</td>
<td>1,283.53</td>
<td>24.50%</td>
<td>138.53</td>
</tr>
<tr>
<td>210-41320.536 Postage</td>
<td>2,000</td>
<td>1,730.58</td>
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<td>-270.54</td>
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<tr>
<td>210-41320.550 Printing and Advertising</td>
<td>5,000</td>
<td>4,519.65</td>
<td>9.61%</td>
<td>315.35</td>
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<tr>
<td>210-41320.560 Trustees Expenditures</td>
<td>4,000</td>
<td>3,883.23</td>
<td>9.61%</td>
<td>170.86</td>
</tr>
<tr>
<td>210-41320.571 Pay &amp; Classification Stud</td>
<td>200</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
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<tr>
<td>210-41320.572 Interview Costs</td>
<td>0.00</td>
<td>-1,489.75</td>
<td>100.00%</td>
<td>-1,489.75</td>
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<tr>
<td>210-41320.580 Travel</td>
<td>300</td>
<td>212.64</td>
<td>70.86%</td>
<td>0.00</td>
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<tr>
<td>210-41320.610 Supplies</td>
<td>5,000</td>
<td>3,884.13</td>
<td>22.32%</td>
<td>548.37</td>
</tr>
<tr>
<td>210-41320.820 Elections</td>
<td>1,500</td>
<td>1,500.00</td>
<td>0.00%</td>
<td>0.00</td>
</tr>
<tr>
<td>210-41320.835 Holiday Expense</td>
<td>1,300</td>
<td>1,255.00</td>
<td>3.46%</td>
<td>45.00</td>
</tr>
</tbody>
</table>

**Total Administration**

|                     | 487,135.00 | 119,410.16 | 24.51%               | 35,675.70  |

**210-41335 Economic Development**

**210-41335.1 Econ Dev Salaries**

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>210-41335.110 Salaries Regular</td>
<td>32,135</td>
<td>7,167.67</td>
<td>22.30%</td>
<td>2,389.23</td>
</tr>
<tr>
<td>210-41335.140 Salaries Part Time</td>
<td>4,950</td>
<td>2,475.00</td>
<td>50.00%</td>
<td>900.00</td>
</tr>
</tbody>
</table>

**Total Econ Dev Salaries**

|                     | 37,085.00 | 9,642.67 | 26.00%               | 3,289.23   |

---
### Account

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget</td>
<td>Actual</td>
<td></td>
<td></td>
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</table>

#### 210-41335.2 ECON DEV BENEFITS

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>210-41335.210 HEALTH INS &amp; OTHER BENEFI</td>
<td>28,513.00</td>
<td>6,543.40</td>
<td>21,969.60</td>
<td>22.95%</td>
</tr>
<tr>
<td>210-41335.220 SOCIAL SECURITY</td>
<td>2,837.00</td>
<td>575.53</td>
<td>2,261.47</td>
<td>20.29%</td>
</tr>
<tr>
<td>210-41335.226 WORKERS COMP INSURANCE</td>
<td>106.00</td>
<td>28.96</td>
<td>77.04</td>
<td>73.32%</td>
</tr>
<tr>
<td>210-41335.230 RETIREMENT</td>
<td>3,214.00</td>
<td>716.88</td>
<td>2,497.12</td>
<td>22.30%</td>
</tr>
<tr>
<td>210-41335.250 UNEMPLOYMENT INSURANCE</td>
<td>65.00</td>
<td>23.59</td>
<td>41.41</td>
<td>36.29%</td>
</tr>
</tbody>
</table>

Total ECON DEV BENEFITS | 34,735.00 | 7,888.36 | 26,846.64 | 22.71% | 2,378.24 |

#### 210-41940 LINCOLN HALL

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>210-41940.410 WATER AND SEWER CHARGE</td>
<td>1,000.00</td>
<td>116.50</td>
<td>883.50</td>
<td>11.65%</td>
</tr>
<tr>
<td>210-41940.411 PARK ST SCHL WATER/SEWER</td>
<td>575.00</td>
<td>135.75</td>
<td>439.25</td>
<td>23.61%</td>
</tr>
<tr>
<td>210-41940.423 CONTRACT SERVICES</td>
<td>9,000.00</td>
<td>2,700.00</td>
<td>6,300.00</td>
<td>30.00%</td>
</tr>
<tr>
<td>210-41940.434 MAINT. BUILDINGS/GROUNDS</td>
<td>9,500.00</td>
<td>768.96</td>
<td>8,731.04</td>
<td>8.09%</td>
</tr>
<tr>
<td>210-41940.521 LIABILITY &amp; PROPERTY INS.</td>
<td>5,372.00</td>
<td>2,175.23</td>
<td>3,196.77</td>
<td>40.49%</td>
</tr>
<tr>
<td>210-41940.535 TELEPHONE SERVICES</td>
<td>480.00</td>
<td>122.98</td>
<td>357.02</td>
<td>25.62%</td>
</tr>
<tr>
<td>210-41940.565 RUBBISHE REMOVAL</td>
<td>2,000.00</td>
<td>363.10</td>
<td>1,636.90</td>
<td>18.16%</td>
</tr>
<tr>
<td>210-41940.566 PRK ST SCHL-RUBBISH REM</td>
<td>600.00</td>
<td>148.38</td>
<td>451.62</td>
<td>24.73%</td>
</tr>
<tr>
<td>210-41940.610 SUPPLIES</td>
<td>2,000.00</td>
<td>446.51</td>
<td>1,553.49</td>
<td>22.33%</td>
</tr>
<tr>
<td>210-41940.622 ELECTRICAL SERVICE</td>
<td>7,500.00</td>
<td>1,637.82</td>
<td>5,862.18</td>
<td>21.84%</td>
</tr>
<tr>
<td>210-41940.623 HEATING/NATURAL GAS</td>
<td>6,400.00</td>
<td>101.18</td>
<td>6,298.82</td>
<td>1.58%</td>
</tr>
<tr>
<td>210-41940.624 PARK ST. ELECTRICITY</td>
<td>4,000.00</td>
<td>1,129.04</td>
<td>2,870.96</td>
<td>28.23%</td>
</tr>
<tr>
<td>210-41940.625 PARK ST. SCHOOL NAT GAS</td>
<td>2,500.00</td>
<td>149.03</td>
<td>2,350.97</td>
<td>9.69%</td>
</tr>
</tbody>
</table>

Total LINCOLN HALL | 50,927.00 | 9,994.48 | 40,932.52 | 19.63% | 2,947.92 |

#### 210-41970 COMMUNITY DEVELOPMENT

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>210-41970.110 SALARIES REGULAR</td>
<td>145,419.00</td>
<td>33,453.67</td>
<td>111,965.33</td>
<td>23.01%</td>
</tr>
</tbody>
</table>

Total COMM DEV SALARIES | 145,419.00 | 33,453.67 | 111,965.33 | 23.01% | 11,226.09 |

#### 210-41970.2 COMM DEV BENEFITS

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>210-41970.210 HEALTH INS &amp; OTHER BENEFI</td>
<td>32,128.00</td>
<td>4,734.88</td>
<td>27,393.12</td>
<td>14.74%</td>
</tr>
<tr>
<td>210-41970.220 SOCIAL SECURITY</td>
<td>11,454.00</td>
<td>2,718.63</td>
<td>8,735.37</td>
<td>23.74%</td>
</tr>
<tr>
<td>210-41970.226 WORKERS COMP INSURANCE</td>
<td>415.00</td>
<td>102.98</td>
<td>312.02</td>
<td>24.81%</td>
</tr>
<tr>
<td>210-41970.230 RETIREMENT</td>
<td>14,542.00</td>
<td>3,285.94</td>
<td>11,256.06</td>
<td>22.60%</td>
</tr>
<tr>
<td>210-41970.250 UNEMPLOYMENT INSURANCE</td>
<td>113.00</td>
<td>78.14</td>
<td>34.86</td>
<td>69.15%</td>
</tr>
<tr>
<td>Account</td>
<td>Budget</td>
<td>Actual</td>
<td>Balance</td>
<td>% of Budget</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------</td>
<td>---------</td>
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<tr>
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<td></td>
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</tr>
<tr>
<td><strong>Total COM DEV BENEFITS</strong></td>
<td>58,652.00</td>
<td>10,920.57</td>
<td>47,731.43</td>
<td>18.62%</td>
</tr>
<tr>
<td>210-41970.310 BOARD MEMBER FEES</td>
<td>3,600.00</td>
<td>900.00</td>
<td>2,700.00</td>
<td>25.00%</td>
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<tr>
<td>210-41970.320 LEGAL SERVICES</td>
<td>12,000.00</td>
<td>0.00</td>
<td>12,000.00</td>
<td>0.00%</td>
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<tr>
<td>210-41970.330 OTHER PROFESSIONAL SVCS</td>
<td>6,000.00</td>
<td>0.00</td>
<td>6,000.00</td>
<td>0.00%</td>
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<tr>
<td>210-41970.500 TRAINING,CONF,DUES</td>
<td>3,000.00</td>
<td>70.00</td>
<td>2,930.00</td>
<td>2.33%</td>
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<tr>
<td>210-41970.521 LIABILITY &amp; PROPERTY INS.</td>
<td>3,042.00</td>
<td>1,585.28</td>
<td>1,456.72</td>
<td>52.11%</td>
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<tr>
<td>210-41970.522 PUBLIC OFFICIALS LIABILITY</td>
<td>5,727.00</td>
<td>2,848.75</td>
<td>2,878.25</td>
<td>49.74%</td>
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<tr>
<td>210-41970.530 COMMUNICATIONS</td>
<td>1,500.00</td>
<td>138.00</td>
<td>1,362.00</td>
<td>9.20%</td>
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<tr>
<td>210-41970.535 TELEPHONE SERVICES</td>
<td>1,644.00</td>
<td>171.53</td>
<td>1,472.47</td>
<td>10.43%</td>
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<tr>
<td>210-41970.536 POSTAGE</td>
<td>700.00</td>
<td>141.21</td>
<td>558.79</td>
<td>20.17%</td>
</tr>
<tr>
<td>210-41970.550 PRINTING AND ADVERTISING</td>
<td>3,000.00</td>
<td>169.06</td>
<td>2,830.94</td>
<td>5.64%</td>
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<tr>
<td>210-41970.580 TRAVEL</td>
<td>2,400.00</td>
<td>628.89</td>
<td>1,771.11</td>
<td>26.20%</td>
</tr>
<tr>
<td>210-41970.610 SUPPLIES</td>
<td>2,000.00</td>
<td>308.55</td>
<td>1,691.45</td>
<td>15.43%</td>
</tr>
<tr>
<td>210-41970.700 BIKE/WALK COMMITTEE</td>
<td>5,000.00</td>
<td>0.00</td>
<td>5,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total COMMUNITY DEVELOPMENT</strong></td>
<td>253,684.00</td>
<td>51,335.51</td>
<td>202,348.49</td>
<td>20.24%</td>
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<tr>
<td><strong>Total GENERAL GOVERNMENT</strong></td>
<td>910,516.00</td>
<td>216,083.37</td>
<td>694,432.63</td>
<td>23.73%</td>
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<tr>
<td><strong>210-42220 FIRE DEPARTMENT</strong></td>
<td></td>
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</tr>
<tr>
<td><strong>210-42220.1 FIRE SALARIES</strong></td>
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<td></td>
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<tr>
<td>210-42220.140 SALARIES - FIREFIGHTERS</td>
<td>189,000.00</td>
<td>49,172.59</td>
<td>139,827.41</td>
<td>26.02%</td>
</tr>
<tr>
<td><strong>Total FIRE SALARIES</strong></td>
<td>189,000.00</td>
<td>49,172.59</td>
<td>139,827.41</td>
<td>26.02%</td>
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<tr>
<td><strong>210-42220.2 FIRE BENEFITS</strong></td>
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<tr>
<td>210-42220.200 EMPLOYEE ASSISTANCE PROGR</td>
<td>864.00</td>
<td>216.00</td>
<td>648.00</td>
<td>25.00%</td>
</tr>
<tr>
<td>210-42220.210 ACCIDENT &amp; DISABILITY INS</td>
<td>3,600.00</td>
<td>0.00</td>
<td>3,600.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>210-42220.220 SOCIAL SECURITY</td>
<td>14,510.00</td>
<td>3,761.79</td>
<td>10,748.21</td>
<td>25.93%</td>
</tr>
<tr>
<td>210-42220.226 WORKERS COMP INSURANCE</td>
<td>32,130.00</td>
<td>8,851.14</td>
<td>23,278.86</td>
<td>27.55%</td>
</tr>
<tr>
<td><strong>Total FIRE BENEFITS</strong></td>
<td>51,104.00</td>
<td>12,828.93</td>
<td>38,275.07</td>
<td>25.10%</td>
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<tr>
<td>210-42220.400 WATER AND SEWER CHARGE</td>
<td>610.00</td>
<td>85.74</td>
<td>524.26</td>
<td>14.06%</td>
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<tr>
<td>210-42220.410 VEHICLE MAINTENANCE</td>
<td>18,000.00</td>
<td>8,983.80</td>
<td>9,016.20</td>
<td>49.91%</td>
</tr>
<tr>
<td>210-42220.434 MAINT. BUILDINGS/GROUNDS</td>
<td>6,000.00</td>
<td>2,432.31</td>
<td>3,567.69</td>
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</tr>
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<td>210-42220.443 RADIO MAINTENANCE</td>
<td>1,800.00</td>
<td>6,716.25</td>
<td>-4,916.25</td>
<td>373.13%</td>
</tr>
<tr>
<td>210-42220.500 TRAINING, CONFERENCES, DU</td>
<td>4,000.00</td>
<td>30.00</td>
<td>3,970.00</td>
<td>0.75%</td>
</tr>
<tr>
<td>210-42220.521 LIABILITY &amp; PROPERTY INS.</td>
<td>6,670.00</td>
<td>3,103.37</td>
<td>3,566.63</td>
<td>46.53%</td>
</tr>
<tr>
<td>210-42220.535 TELEPHONE SERVICES</td>
<td>4,000.00</td>
<td>923.11</td>
<td>3,076.89</td>
<td>23.08%</td>
</tr>
<tr>
<td>210-42220.566 PHYSICAL EXAMS</td>
<td>6,600.00</td>
<td>0.00</td>
<td>6,600.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>210-42220.570 MAINTENANCE OTHER</td>
<td>15,000.00</td>
<td>6,003.21</td>
<td>8,996.79</td>
<td>56.02%</td>
</tr>
<tr>
<td>210-42220.578 EMERGENCY GENERATOR MAINT</td>
<td>480.00</td>
<td>0.00</td>
<td>480.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>210-42220.610 SUPPLIES</td>
<td>3,000.00</td>
<td>482.22</td>
<td>2,517.78</td>
<td>16.07%</td>
</tr>
<tr>
<td>210-42220.611 NEW EQUIPMENT-RADIOS</td>
<td>1,500.00</td>
<td>0.00</td>
<td>1,500.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>210-42220.612 UNIFORMS,BOOTS,ETC</td>
<td>23,000.00</td>
<td>0.00</td>
<td>23,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>210-42220.615 EMS SUPPLIES</td>
<td>1,000.00</td>
<td>490.79</td>
<td>509.21</td>
<td>49.08%</td>
</tr>
<tr>
<td>210-42220.622 ELECTRICAL SERVICE</td>
<td>7,300.00</td>
<td>1,637.82</td>
<td>5,662.18</td>
<td>22.44%</td>
</tr>
</tbody>
</table>
### Account

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>210-42220.623 HEATING/NATURAL GAS</td>
<td>4,800.00</td>
<td>82.66</td>
<td>4,717.34</td>
</tr>
<tr>
<td>210-42220.626 GAS, GREASE AND OIL</td>
<td>6,000.00</td>
<td>1,540.80</td>
<td>4,459.20</td>
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<tr>
<td>210-42220.838 FIRE PREVENTION</td>
<td>2,000.00</td>
<td>725.50</td>
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<td>210-42220.889 ROUTINE EQUIPMENT PURCHASE</td>
<td>15,000.00</td>
<td>8,923.55</td>
<td>6,076.45</td>
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**Total FIRE DEPARTMENT**

| | 366,864.00 | 104,162.65 | 262,701.35 |

### 210-431 STREET DEPARTMENT

#### 210-43110 STREET GENERAL

#### 210-43110.1 STREET GENERAL SALARIES

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>210-43110.110 SALARIES REGULAR</td>
<td>173,146.00</td>
<td>39,563.90</td>
<td>133,582.10</td>
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<tr>
<td>210-43110.130 SALARIES OVERTIME</td>
<td>17,278.00</td>
<td>2,403.57</td>
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<tr>
<td>210-43110.140 SALARIES PART TIME</td>
<td>23,573.00</td>
<td>4,740.84</td>
<td>18,832.16</td>
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</table>

**Total STREET GENERAL SALARIES**

| | 213,997.00 | 46,708.31 | 167,288.69 |

#### 210-43110.2 STREET GENERAL BENEFITS

<table>
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<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>210-43110.210 HEALTH INS &amp; OTHER BENEFITS</td>
<td>72,154.00</td>
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<td>210-43110.220 SOCIAL SECURITY</td>
<td>16,448.00</td>
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<tr>
<td>210-43110.226 WORKERS COMP INSURANCE</td>
<td>13,985.00</td>
<td>3,901.20</td>
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<tr>
<td>210-43110.230 RETIREMENT</td>
<td>17,315.00</td>
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<td>13,413.80</td>
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<tr>
<td>210-43110.250 UNEMPLOYMENT INSURANCE</td>
<td>8,000.00</td>
<td>1,119.38</td>
<td>6,880.62</td>
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**Total STREET GENERAL BENEFITS**

| | 120,202.00 | 27,336.29 | 92,865.71 |

### 210-431 STREET DEPARTMENT

#### 210-43110 STREET DEPARTMENT

#### 210-43110.3 STREET DEPARTMENT SALARIES

<table>
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<th>Account</th>
<th>Budget</th>
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<tbody>
<tr>
<td>210-43110.310 SALARIES REGULAR</td>
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<td>210-43110.320 SALARIES OVERTIME</td>
<td>17,278.00</td>
<td>2,403.57</td>
<td>14,874.43</td>
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<tr>
<td>210-43110.330 SALARIES PART TIME</td>
<td>23,573.00</td>
<td>4,740.84</td>
<td>18,832.16</td>
</tr>
</tbody>
</table>

**Total STREET DEPARTMENT SALARIES**

| | 210,997.00 | 46,708.31 | 167,288.69 |

#### 210-43110.4 STREET DEPARTMENT BENEFITS

<table>
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<tr>
<th>Account</th>
<th>Budget</th>
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<th>Balance % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>210-43110.410 WATER AND SEWER CHARGE</td>
<td>2,100.00</td>
<td>274.78</td>
<td>1,825.22</td>
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<tr>
<td>210-43110.432 VEHICLE MAINTENANCE</td>
<td>25,000.00</td>
<td>1,900.32</td>
<td>23,099.68</td>
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<tr>
<td>210-43110.434 MAINT. BUILDINGS/GROUNDS</td>
<td>5,000.00</td>
<td>1,674.95</td>
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<td>210-43110.441 RIGHT OF WAY AGREEMENTS</td>
<td>12,472.00</td>
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<td>12,472.00</td>
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<tr>
<td>210-43110.442 EQUIPMENT RENTALS</td>
<td>8,000.00</td>
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<td>6,880.62</td>
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<td>210-43110.443 RADIO MAINTENANCE</td>
<td>500.00</td>
<td>0.00</td>
<td>500.00</td>
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<tr>
<td>210-43110.500 TRAINING, CONFERENCES, DU</td>
<td>500.00</td>
<td>0.00</td>
<td>500.00</td>
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<tr>
<td>210-43110.521 LIABILITY &amp; PROPERTY INS.</td>
<td>12,288.00</td>
<td>5,582.09</td>
<td>6,705.91</td>
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<td>210-43110.535 TELEPHONE SERVICES</td>
<td>3,500.00</td>
<td>1,678.71</td>
<td>1,821.29</td>
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<tr>
<td>210-43110.565 RUBBISH REMOVAL</td>
<td>8,000.00</td>
<td>1,205.24</td>
<td>6,794.76</td>
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<tr>
<td>210-43110.570 MAINTENANCE OTHER</td>
<td>2,000.00</td>
<td>1,011.72</td>
<td>988.28</td>
</tr>
<tr>
<td>210-43110.572 INTERVIEW COSTS</td>
<td>500.00</td>
<td>0.00</td>
<td>500.00</td>
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<tr>
<td>210-43110.573 ACCIDENT CLAIMS</td>
<td>1,000.00</td>
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<td>1,000.00</td>
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<td>210-43110.576 ENGINEERING SERVICES</td>
<td>10,000.00</td>
<td>790.59</td>
<td>9,209.41</td>
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<td>210-43110.582 TRAFFIC CALMING</td>
<td>500.00</td>
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<td>500.00</td>
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<td>210-43110.610 SUPPLIES</td>
<td>22,000.00</td>
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<tr>
<td>210-43110.612 UNIFORMS, BOOTS, ETC</td>
<td>6,000.00</td>
<td>2,642.33</td>
<td>3,357.67</td>
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<tr>
<td>210-43110.616 GRAVEL, TOPSOIL</td>
<td>6,000.00</td>
<td>3,137.08</td>
<td>2,862.92</td>
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<td>210-43110.617 SIGNS AND POSTS</td>
<td>3,000.00</td>
<td>1,842.55</td>
<td>1,157.45</td>
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<td>210-43110.622 ELECTRICAL SERVICE</td>
<td>4,000.00</td>
<td>723.90</td>
<td>3,276.10</td>
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<tr>
<td>210-43110.623 HEATING/NATURAL GAS</td>
<td>4,000.00</td>
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<td>3,893.88</td>
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<tr>
<td>210-43110.626 GAS, GREASE AND OIL</td>
<td>30,000.00</td>
<td>4,065.03</td>
<td>25,934.97</td>
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<tr>
<td>210-43110.891 CAPITAL OUTLAY</td>
<td>6,000.00</td>
<td>3,139.00</td>
<td>2,861.00</td>
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</table>

**Total STREET GENERAL**

<p>| | 506,559.00 | 110,086.85 | 396,472.15 | 21.73% | 37,528.93 | 37,528.93 |</p>
<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance</th>
<th>% of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>210-43120 STREET-PAVEMENT MAINT</strong></td>
<td></td>
<td></td>
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<tr>
<td>210-43120.444 STREET MARKINGS</td>
<td>9,000.00</td>
<td>1,872.44</td>
<td>7,127.56</td>
<td>20.80%</td>
<td>1,712.48</td>
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<tr>
<td>210-43120.570 SIDEWALK AND CURB MAINTEN</td>
<td>5,000.00</td>
<td>2,829.00</td>
<td>2,171.00</td>
<td>56.58%</td>
<td>2,410.00</td>
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<td>210-43120.610 PAVEMENT MAINTENANCE</td>
<td>225,000.00</td>
<td>70,334.31</td>
<td>154,665.69</td>
<td>31.26%</td>
<td>62,242.19</td>
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<td><strong>Total STREET-PAVEMENT MAINT</strong></td>
<td>239,000.00</td>
<td>75,035.75</td>
<td>163,964.25</td>
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<td>66,364.67</td>
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<td><strong>210-43123 STREETS - TRAFFIC LIGHTS</strong></td>
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<td>210-43123.570 TRAFFIC LIGHTS MAINTENANC</td>
<td>3,500.00</td>
<td>6,395.00</td>
<td>-2,895.00</td>
<td>182.71%</td>
<td>3,795.00</td>
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<td>210-43123.622 TRAFFIC LIGHTS - ELECTRIC</td>
<td>6,200.00</td>
<td>1,521.63</td>
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<td>24.54%</td>
<td>625.81</td>
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<td><strong>Total STREETS - TRAFFIC LIGHTS</strong></td>
<td>9,700.00</td>
<td>7,916.63</td>
<td>1,783.37</td>
<td>81.61%</td>
<td>4,420.81</td>
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<td><strong>210-43125 WINTER MAINTENANCE</strong></td>
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<tr>
<td>210-43125.570 CONTRACT SERVICES</td>
<td>20,000.00</td>
<td>2,232.25</td>
<td>17,767.75</td>
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<td>1,297.25</td>
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<td>264.30</td>
<td>117,735.70</td>
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<td>208.72</td>
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<td>138,000.00</td>
<td>2,496.55</td>
<td>135,503.45</td>
<td>1.81%</td>
<td>1,505.97</td>
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<td><strong>210-43151 STREET - STORMWATER</strong></td>
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<tr>
<td>210-43151.110 SALARIES - REGULAR</td>
<td>44,011.00</td>
<td>10,722.76</td>
<td>33,288.24</td>
<td>24.36%</td>
<td>3,328.64</td>
</tr>
<tr>
<td><strong>Total STREET-STORMWATER SALARIE</strong></td>
<td>44,011.00</td>
<td>10,722.76</td>
<td>33,288.24</td>
<td>24.36%</td>
<td>3,328.64</td>
</tr>
<tr>
<td><strong>210-43151.2 STREET-STORMWATER BENEFIT</strong></td>
<td></td>
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<td>210-43151.210 HEALTH INS &amp; OTHER BENEFIT</td>
<td>10,305.00</td>
<td>2,458.08</td>
<td>7,846.92</td>
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<td>210-43151.220 SOCIAL SECURITY</td>
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<td>820.39</td>
<td>2,569.61</td>
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<td>210-43151.226 WORKERS COMP INSURANCE</td>
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<td>210-43151.230 RETIREMENT</td>
<td>4,401.00</td>
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<td>253.36</td>
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<tr>
<td>210-43151.250 UNEMPLOYMENT INSURANCE</td>
<td>40.00</td>
<td>0.00</td>
<td>40.00</td>
<td>0.00%</td>
<td>0.00</td>
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<tr>
<td><strong>Total STREET-STORMWATER BENEFIT</strong></td>
<td>20,356.00</td>
<td>4,839.56</td>
<td>15,516.44</td>
<td>23.77%</td>
<td>1,481.58</td>
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<td><strong>210-43151.4 STREET-STORMWATER MAINTENANCE</strong></td>
<td>30,000.00</td>
<td>12,609.32</td>
<td>17,390.68</td>
<td>42.03%</td>
<td>11,263.55</td>
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<tr>
<td><strong>Total STREET - STORMWATER</strong></td>
<td>94,367.00</td>
<td>28,171.64</td>
<td>66,195.36</td>
<td>29.85%</td>
<td>16,073.77</td>
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<td><strong>210-43160 STREET STREET LIGHTS</strong></td>
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<td>210-43160.610 STREET LIGHTS SUPPLIES/MA</td>
<td>12,000.00</td>
<td>3,303.77</td>
<td>8,696.23</td>
<td>27.53%</td>
<td>2,860.14</td>
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<td>210-43160.622 STREET LIGHTS - ELECTRICI</td>
<td>122,000.00</td>
<td>23,604.58</td>
<td>98,395.42</td>
<td>19.35%</td>
<td>9,535.23</td>
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<tr>
<td><strong>Total STREET STREET LIGHTS</strong></td>
<td>134,000.00</td>
<td>26,908.35</td>
<td>107,091.65</td>
<td>20.08%</td>
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<td><strong>210-43161 STREETS - CONSERVATION</strong></td>
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<td>210-43161.000 STREETSCAPE MAINT./IMP</td>
<td>16,000.00</td>
<td>650.00</td>
<td>15,350.00</td>
<td>4.06%</td>
<td>650.00</td>
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<td>210-43161.001 VILLAGE GARDEN SPOTS</td>
<td>4,000.00</td>
<td>75.09</td>
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<td>210-43161.002 MEMORIAL PARK</td>
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<td>609.46</td>
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<td><strong>Total STREETS - CONSERVATION</strong></td>
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<td>5.68%</td>
<td>908.88</td>
</tr>
<tr>
<td>Account</td>
<td>Budget</td>
<td>Actual</td>
<td>Balance % of Budget</td>
<td>Pd to Date</td>
<td></td>
</tr>
<tr>
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<td>----------</td>
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<tr>
<td><strong>Total STREET DEPARTMENT</strong></td>
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<td>893,175.68</td>
<td>22.00%</td>
<td>139,198.40</td>
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<td><strong>210-45110 RECREATION &amp; PARKS ADMIN</strong></td>
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<tr>
<td>210-45110.110 SALARIES - REGULAR</td>
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<td>16,359.84</td>
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<td>7,076.00</td>
<td>651.64</td>
<td>6,424.36</td>
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<td>210-45110.210 HEALTH INS &amp; OTHER BENEFIT</td>
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<td>83,834.66</td>
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<tr>
<td>210-45110.220 SOCIAL SECURITY</td>
<td>17,185.00</td>
<td>3,842.12</td>
<td>13,342.88</td>
<td>22.36%</td>
<td>1,273.66</td>
</tr>
<tr>
<td>210-45110.226 WORKERS COMP INSURANCE</td>
<td>9,538.00</td>
<td>4,069.67</td>
<td>5,468.33</td>
<td>42.67%</td>
<td>1,169.41</td>
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<tr>
<td>210-45110.230 RETIREMENT</td>
<td>24,234.00</td>
<td>5,532.00</td>
<td>18,702.00</td>
<td>22.83%</td>
<td>1,844.00</td>
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<tr>
<td>210-45110.250 UNEMPLOYMENT INS</td>
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<td>1,776.97</td>
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<td>210-45110.291 HEALTH IMP PROGRAMS</td>
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<td>-727.99</td>
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<td>210-45110.330 OTHER PROFESSIONAL SVCS</td>
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<td>2,152.28</td>
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<td>210-45110.340 COMPUTER EXPENSES</td>
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<td>149.99</td>
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<tr>
<td>210-45110.500 TRAINING, CONF, DUES</td>
<td>9,988.00</td>
<td>9,038.32</td>
<td>949.68</td>
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<tr>
<td>210-45110.521 LIABILITY &amp; PROPERTY INS</td>
<td>18,564.00</td>
<td>11,071.60</td>
<td>7,492.40</td>
<td>59.64%</td>
<td>0.00</td>
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<tr>
<td>210-45110.530 COMMUNICATIONS</td>
<td>12,500.00</td>
<td>7,995.00</td>
<td>4,505.00</td>
<td>63.96%</td>
<td>0.00</td>
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<tr>
<td>210-45110.535 TELEPHONE SERVICES</td>
<td>3,600.00</td>
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<tr>
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<tr>
<td>210-45110.610 SUPPLIES</td>
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<td>35.86%</td>
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<tr>
<td>210-45110.813 SCHOLARSHIPS</td>
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<td>4,000.00</td>
<td>0.00%</td>
<td>0.00</td>
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<td><strong>Total RECREATION &amp; PARKS ADMIN</strong></td>
<td>459,947.00</td>
<td>124,852.02</td>
<td>335,094.98</td>
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<td>210-45220.110 SALARIES - REGULAR</td>
<td>93,636.00</td>
<td>22,405.08</td>
<td>71,230.92</td>
<td>23.93%</td>
<td>7,468.36</td>
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<tr>
<td>210-45220.140 SALARIES - PART-TIME</td>
<td>24,977.00</td>
<td>12,567.96</td>
<td>12,409.04</td>
<td>50.32%</td>
<td>234.41</td>
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<td>210-45220.210 HEALTH INS &amp; OTHER BENEFIT</td>
<td>21,775.00</td>
<td>4,742.12</td>
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<td>210-45220.220 SOCIAL SECURITY</td>
<td>9,074.00</td>
<td>2,719.53</td>
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<td>9,364.00</td>
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<td>210-45220.330 OTHER PROFESSIONAL SVCS</td>
<td>18,310.00</td>
<td>1,793.23</td>
<td>16,516.77</td>
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<td>210-45220.410 WATER &amp; SEWER CHARGES</td>
<td>4,296.00</td>
<td>1,488.73</td>
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<td>67.44%</td>
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<td>210-45220.434 MAINTENANCE-BUILDINGS/GRO</td>
<td>9,966.00</td>
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<td>7,279.63</td>
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<td>210-45220.441 LAND LEASE</td>
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<td>210-45220.442 EQUIPMENT RENTAL</td>
<td>7,300.00</td>
<td>200.00</td>
<td>7,100.00</td>
<td>2.74%</td>
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<td>210-45220.500 TRAINING, CONF, DUES</td>
<td>1,990.00</td>
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<td>1,990.00</td>
<td>0.00%</td>
<td>0.00</td>
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<tr>
<td>210-45220.610 SUPPLIES</td>
<td>12,250.00</td>
<td>7,444.61</td>
<td>4,805.39</td>
<td>60.77%</td>
<td>1,395.85</td>
</tr>
<tr>
<td>210-45220.622 ELECTRICAL SERVICE</td>
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<td>6,683.20</td>
<td>23,168.80</td>
<td>22.39%</td>
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<td>210-45220.623 HEATING/NATURAL GAS</td>
<td>5,574.00</td>
<td>210.21</td>
<td>5,363.79</td>
<td>3.77%</td>
<td>126.62</td>
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<td>210-45220.626 GAS, GREASE &amp; OIL</td>
<td>2,923.00</td>
<td>615.91</td>
<td>2,307.09</td>
<td>21.07%</td>
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<td><strong>Total PARKS &amp; FACILITIES</strong></td>
<td>251,817.00</td>
<td>78,936.47</td>
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<td><strong>210-4551.1 LIBRARY SALARIES</strong></td>
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<td>Pd to Date</td>
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<td>210-45551.110 SALARIES REGULAR</td>
<td>319,700.00</td>
<td>72,502.33</td>
<td>247,197.67</td>
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<td>210-45551.140 SALARIES PART TIME</td>
<td>103,632.00</td>
<td>24,864.44</td>
<td>78,767.56</td>
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<td><strong>Total LIBRARY SALARIES</strong></td>
<td><strong>423,332.00</strong></td>
<td><strong>97,366.77</strong></td>
<td><strong>325,965.23</strong></td>
<td><strong>23.00%</strong></td>
<td><strong>31,988.21</strong></td>
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**210-45551.2 LIBRARY BENEFITS**

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<tbody>
<tr>
<td>210-45551.210 HEALTH INS &amp; OTHER BENEFIT</td>
<td>107,125.00</td>
<td>25,316.33</td>
<td>81,808.67</td>
<td>23.63%</td>
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<td>210-45551.220 SOCIAL SECURITY</td>
<td>32,458.00</td>
<td>7,472.59</td>
<td>24,985.41</td>
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<tr>
<td>210-45551.226 WORKERS COMP INSURANCE</td>
<td>1,207.00</td>
<td>295.10</td>
<td>911.90</td>
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<td>210-45551.230 RETIREMENT</td>
<td>31,970.00</td>
<td>7,162.62</td>
<td>24,807.38</td>
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<td>210-45551.250 UNEMPLOYMENT INSURANCE</td>
<td>600.00</td>
<td>98.57</td>
<td>501.43</td>
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<td><strong>Total LIBRARY BENEFITS</strong></td>
<td><strong>173,360.00</strong></td>
<td><strong>40,345.21</strong></td>
<td><strong>133,014.79</strong></td>
<td><strong>23.27%</strong></td>
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<table>
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<th>Pd to Date</th>
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<td>210-45551.410 WATER AND SEWER CHARGE</td>
<td>900.00</td>
<td>32.23</td>
<td>867.77</td>
<td>3.58%</td>
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<td>210-45551.423 CONTRACT SERVICES</td>
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<td>6,638.25</td>
<td>27,361.75</td>
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<td>22,000.00</td>
<td>3,866.40</td>
<td>18,133.60</td>
<td>17.57%</td>
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<td>210-45551.436 ALARM SYSTEM MAINTENANCE</td>
<td>625.00</td>
<td>219.00</td>
<td>406.00</td>
<td>35.04%</td>
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<td>210-45551.500 TRAINING, CONFERENCES, DU</td>
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<td>0.00</td>
<td>4,000.00</td>
<td>0.00%</td>
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<td>210-45551.512 LIABILITY &amp; PROPERTY INS.</td>
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<td>4,509.24</td>
<td>4,032.76</td>
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<tr>
<td>210-45551.530 TECHNOLOGY ACCESS</td>
<td>7,700.00</td>
<td>370.53</td>
<td>7,329.47</td>
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<td>210-45551.535 TELEPHONE SERVICES</td>
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<td>184.80</td>
<td>1,015.20</td>
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<td>210-45551.536 POSTAGE/DELIVERY</td>
<td>3,500.00</td>
<td>374.05</td>
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<td>210-45551.572 INTERVIEW COSTS</td>
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<td>0.00%</td>
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<tr>
<td>210-45551.574 VOLUNTEER EXPENSES</td>
<td>800.00</td>
<td>0.00</td>
<td>800.00</td>
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<td>210-45551.610 SUPPLIES</td>
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<td>2,082.76</td>
<td>10,917.24</td>
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<td>210-45551.622 ELECTRICAL SERVICE</td>
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<td>27,174.48</td>
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<tr>
<td>210-45551.641 JUVEN COLLECTION-PRINT &amp; E</td>
<td>19,250.00</td>
<td>6,179.50</td>
<td>13,070.50</td>
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<td>210-45551.836 ADULT PROGRAMS</td>
<td>4,500.00</td>
<td>75.00</td>
<td>4,425.00</td>
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<td>210-45551.837 CHILDRENS PROGRAMS</td>
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<td>987.57</td>
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<td>210-45551.891 CAPITAL OUTLAY</td>
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<td><strong>Total BROWNELL LIBRARY</strong></td>
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**210-47 DEBT SERVICE**

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<tbody>
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<td>210-47116.000 CAPITAL IMP PRINCIPAL</td>
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**210-491 CAPITAL/MISC TRANSFERS**

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<td>210-49100.030 CAP RESRV FND CONT - BEG</td>
<td>317,751.00</td>
<td>79,437.75</td>
<td>238,313.25</td>
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<td>223,624.00</td>
<td>55,906.00</td>
<td>167,718.00</td>
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<td>210-49100.040 TRANS FOR BUILDING MAINT</td>
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<tr>
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<td>Balance</td>
<td>% of Budget</td>
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<tr>
<td>210-49100.802 EMP TERM BENEFITS TRANSFE</td>
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<td>210-49340.008 STATE GRANT EXPENDITURES</td>
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<td><strong>Total GENERAL FUND</strong></td>
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<td><strong>Total Expenditures</strong></td>
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<tr>
<td><strong>Total Expenditures</strong></td>
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<td>0.00</td>
<td>0.00%</td>
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<tr>
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## SENIOR CENTER FUND

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<td>225-45122.430 REPAIRS &amp; MAINTENANCE</td>
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<td>12.79%</td>
<td>206.48</td>
</tr>
<tr>
<td>225-45122.610 OPERATIONAL SUPP/EXP</td>
<td>3,000.00</td>
<td>685.22</td>
<td>22.84%</td>
<td>455.67</td>
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<td>225-45122.612 FUND RAISER EXPENSES</td>
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<td>12,240.00</td>
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<td>878.99</td>
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<tr>
<td>226-45110.536 POSTAGE</td>
<td>8,632.00</td>
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<td>23.23%</td>
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<td><strong>Total ADMINISTRATION</strong></td>
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<td>33,192.57</td>
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<tr>
<td>226-45115.140 SALARIES - PART -TIME</td>
<td>25,764.00</td>
<td>5,557.30</td>
<td>21.57%</td>
<td>798.50</td>
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<td>226-45115.220 SOCIAL SECURITY</td>
<td>1,971.00</td>
<td>425.13</td>
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<td>226-45115.330 OTHER PROFESSIONAL SVCS</td>
<td>87,658.00</td>
<td>70,769.93</td>
<td>80.73%</td>
<td>22,878.00</td>
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<tr>
<td>226-45115.410 WATER &amp; SEWER CHARGES</td>
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<tr>
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<td>0.00</td>
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<td>226-45115.500 TRAINING, CONF, DUES</td>
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<td>0.00</td>
<td>0.00.00</td>
<td>0.00</td>
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<tr>
<td>226-45115.536 POSTAGE</td>
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<tr>
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<td>226-45115.610 SUPPLIES</td>
<td>23,600.00</td>
<td>6,247.00</td>
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<td>163.47</td>
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<td>87,658.00</td>
<td>70,769.93</td>
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<td>22,878.00</td>
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<tr>
<td><strong>Total RECREATION PROGRAMS</strong></td>
<td>146,664.00</td>
<td>83,136.86</td>
<td>63,527.14</td>
<td>56.69%</td>
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<td><strong>226-45120 AFTER SCHOOL CARE</strong></td>
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<tr>
<td>226-45120.110 SALARIES - REGULAR</td>
<td>226,381.00</td>
<td>42,901.38</td>
<td>18.79%</td>
<td>18,290.36</td>
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<tr>
<td>226-45120.140 SALARIES - PART-TIME</td>
<td>153,094.00</td>
<td>19,835.56</td>
<td>12.96%</td>
<td>14,091.64</td>
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<tr>
<td>226-45120.210 HEALTH INS &amp; OTHER BENEFIT</td>
<td>76,143.00</td>
<td>14,148.56</td>
<td>18.58%</td>
<td>5,551.83</td>
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</tbody>
</table>

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10/12/18 Town of Essex / Village of EJ General Ledger
03:49 pm Current Yr Pd: 3 Year Budget Status Report

smacy
### EJRP PROGRAMS FUND

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>226-45120.220 SOCIAL SECURITY</td>
<td>29,183.00</td>
<td>5,001.12</td>
<td>24,181.88</td>
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<tr>
<td>226-45120.230 RETIREMENT</td>
<td>24,785.00</td>
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<tr>
<td>226-45120.330 OTHER PROFESSIONAL SVCS</td>
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<td>678.50</td>
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<td>226-45120.421 TRUCK LEASE</td>
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<td>23,845.32</td>
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<td>16,600.00</td>
<td>1,066.60</td>
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<td>226-45120.580 TRAVEL</td>
<td>28,845.00</td>
<td>577.71</td>
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<tr>
<td>226-45120.610 SUPPLIES</td>
<td>27,930.00</td>
<td>3,222.62</td>
<td>24,707.38</td>
<td>11.54%</td>
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<tr>
<td>226-45120.626 GAS, GREASE &amp; OIL</td>
<td>1,750.00</td>
<td>0.00</td>
<td>1,750.00</td>
<td>0.00%</td>
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</table>

**Total AFTER SCHOOL CARE**

| | 628,204.00 | 118,139.19 | 510,064.81 | 18.81% | 46,227.09 |

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>226-45121.110 SALARIES - REGULAR</td>
<td>174,471.00</td>
<td>40,669.99</td>
<td>133,801.01</td>
<td>23.31%</td>
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<td>31,385.00</td>
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<td>23.95%</td>
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<tr>
<td>226-45121.210 HEALTH INS &amp; OTHER BENEFITS</td>
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<td>22,070.07</td>
<td>57,600.93</td>
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<td>226-45121.220 SOCIAL SECURITY</td>
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<td>12,649.40</td>
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</tr>
<tr>
<td>226-45121.230 RETIREMENT</td>
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<td>226-45121.291 HEALTH IMP PROGRAMS</td>
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<td>629.00</td>
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<td>4,500.00</td>
<td>667.88</td>
<td>3,832.12</td>
<td>14.84%</td>
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</table>

**Total PRESCHOOL**

| | 346,363.00 | 83,123.72 | 263,239.28 | 24.00% | 26,226.89 |

<table>
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<tr>
<th>Account</th>
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<th>Balance % of Budget</th>
<th>Pd to Date</th>
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<tbody>
<tr>
<td>226-45122.110 SALARIES - REGULAR</td>
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<td>12,092.45</td>
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<td>139,465.08</td>
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<td>226-45122.220 SOCIAL SECURITY</td>
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<td>2,888.00</td>
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<td>1,082.12</td>
<td>14.84%</td>
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**Total SUMMER DAY CAMPS**

| | 273,923.00 | 201,162.22 | 72,760.78 | 73.44% | 1,138.60 |

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<th>Balance % of Budget</th>
<th>Pd to Date</th>
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<tbody>
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<td>226-45124.330 OTHER PROFESSIONAL SVCS</td>
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<td>7,127.00</td>
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<td>226-45124.410 WATER &amp; SEWER CHARGES</td>
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<td>45.84%</td>
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**Total POOL**

| | 131,758.00 | 83,544.80 | 48,213.20 | 63.41% | 6,032.36 |

<table>
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<td>% of Budget</td>
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<td>--------</td>
<td>--------</td>
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<tr>
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<tr>
<td><strong>204-4320 GENERAL EXPENSES</strong></td>
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<td><strong>204-43200.1 WATER FUND SALARIES</strong></td>
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Account Budget Actual Balance % of Budget Pd to Date
254-43200.742 TRANS TO CAPITAL RESERVE 210,000.00 52,500.00 157,500.00 25.00% 52,500.00
254-43200.805 INTEREST EXPENSE 300.00 0.00 300.00 0.00% 0.00
254-43200.891 CAPITAL OUTLAY 6,000.00 0.00 6,000.00 0.00% 0.00

Total GENERAL EXPENSES 1,108,610.00 228,202.68 880,407.32 20.58% 149,533.79

254-4321 GF WATER EXPENSES
254-43210.411 CWD WATER PURC - GF 2,686,765.00 489,090.66 2,197,674.34 18.20% 277,654.75
254-43210.412 STATE WATER TAX - GF 70,985.00 11,295.40 59,689.60 15.91% 6,412.35

Total GF WATER EXPENSES 2,757,750.00 500,386.06 2,257,363.94 18.14% 284,067.10

Total OPERATING EXPENSES 3,866,360.00 728,588.74 3,137,771.26 18.84% 433,600.89

254-433 CAPITAL PROJECT EXPENSES
254-43330.001 RAILROAD AVE. REDY/WTR LN 107,685.00 0.00 107,685.00 0.00% 0.00
254-43330.002 METER REPLACEMENT PROGRAM 28,721.00 1,312.44 27,408.56 4.57% 957.00
254-43330.005 SERIES 3 BOND INTEREST 16,146.00 8,195.09 7,950.91 50.76% 8,195.09

Total BONDED PROJECTS 254-43332 BONDED PROJECTS

Total CAPITAL PROJECT EXPENSES 152,552.00 9,507.53 143,044.47 6.23% 9,152.09

Total EXPENSES 4,018,912.00 738,096.27 3,280,815.73 18.37% 442,752.98

Total Expenditures 4,018,912.00 738,096.27 3,280,815.73 18.37% 442,752.98

Total WATER FUND -4,018,912.00 -738,096.27 4,757,008.27 18.37% -442,752.98

255-43 EXPENSES
255-4320 GENERAL EXPENSES
255-43200.1 WWTF SALARIES
255-43200.110 SALARIES REGULAR 343,375.00 72,049.18 271,325.82 20.98% 23,510.06
255-43200.130 SALARIES OVERTIME 45,000.00 8,663.71 36,336.29 19.25% 2,890.12
255-43200.140 SALARIES PART TIME 16,000.00 1,366.96 14,633.04 8.54% 517.16

Total WWTF SALARIES 404,375.00 82,079.85 322,295.15 20.30% 26,917.34

255-43200.2 WWTF BENEFITS
255-43200.210 HEALTH INS & OTHER BENEFIT 137,000.00 29,236.85 107,763.15 21.34% 8,012.86
255-43200.220 SOCIAL SECURITY 31,095.00 6,057.22 25,037.78 19.48% 1,993.99
255-43200.226 WORKERS COMP INSURANCE 20,534.00 3,461.03 17,072.97 16.86% 1,084.91
255-43200.230 RETIREMENT 34,338.00 6,057.22 28,280.78 20.80% 2,545.92
255-43200.250 UNEMPLOYMENT INSURANCE 420.00 4.10 415.90 0.98% 1.56

Total WWTF BENEFITS 223,387.00 45,900.72 177,486.28 20.55% 13,639.24

255-43200.320 LEGAL SERVICES 2,000.00 0.00 2,000.00 0.00% 0.00
255-43200.330 OTHER PROFESSIONAL SERVICES 4,000.00 1,594.17 2,405.83 39.85% 932.67
# WASTEWATER FUND

## Account Details

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## Total General Expenses

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## Total Capital Projects/Expenses

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## Total Non-Operating Expenses

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## Total Expenses

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<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>255-4370.051 ADDITIONAL WAGE</td>
<td>1,949,836.00</td>
<td>388,441.99</td>
<td>19.92%</td>
<td>210,591.62</td>
</tr>
</tbody>
</table>

## Total Expenditures

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>255-4380.051 ADDITIONAL WAGE</td>
<td>1,949,836.00</td>
<td>388,441.99</td>
<td>19.92%</td>
<td>210,591.62</td>
</tr>
</tbody>
</table>

## Total Wastewater Fund

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>255-4390.051 ADDITIONAL WAGE</td>
<td>-1,949,836.00</td>
<td>-388,441.99</td>
<td>19.92%</td>
<td>-210,591.62</td>
</tr>
</tbody>
</table>

## Sanitation Salaries

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>255-43200.110 SALARIES REGULAR</td>
<td>91,459.00</td>
<td>21,447.37</td>
<td>23.45%</td>
<td>7,600.10</td>
</tr>
<tr>
<td>255-43200.130 SALARIES OVERTIME</td>
<td>14,185.00</td>
<td>1,589.41</td>
<td>11.20%</td>
<td>576.21</td>
</tr>
<tr>
<td>255-43200.140 SALARIES PART TIME</td>
<td>5,427.00</td>
<td>1,439.88</td>
<td>26.53%</td>
<td>266.42</td>
</tr>
</tbody>
</table>

## Total Sanitation Salaries

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>255-43200.110 SALARIES REGULAR</td>
<td>111,071.00</td>
<td>24,476.66</td>
<td>22.04%</td>
<td>8,442.73</td>
</tr>
</tbody>
</table>
## SANITATION FUND

### Total NON OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>256-43200.210 HEALTH INS &amp; OTHER BENEFITS</td>
<td>40,567.00</td>
<td>7,896.43</td>
<td>32,670.57</td>
<td>19.47%</td>
</tr>
<tr>
<td>256-43200.220 SOCIAL SECURITY</td>
<td>8,671.00</td>
<td>1,953.48</td>
<td>6,717.52</td>
<td>22.53%</td>
</tr>
<tr>
<td>256-43200.226 WORKERS COMP INSURANCE</td>
<td>5,282.00</td>
<td>1,264.86</td>
<td>4,017.14</td>
<td>23.95%</td>
</tr>
<tr>
<td>256-43200.230 RETIREMENT</td>
<td>9,146.00</td>
<td>2,158.60</td>
<td>6,987.40</td>
<td>23.60%</td>
</tr>
<tr>
<td>256-43200.250 UNEMPLOYMENT INSURANCE</td>
<td>200.00</td>
<td>4.54</td>
<td>195.46</td>
<td>2.27%</td>
</tr>
</tbody>
</table>

### Total NON OPERATING EXPENSES

- Budget: 0.00
- Actual: 0.00
- Balance % of Budget: 0.00%
- Pd to Date: 0.00

### Total OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>256-43200.330 OTHER PROFESSIONAL SERVIC</td>
<td>1,000.00</td>
<td>0.00</td>
<td>1,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>256-43200.350 TRAINING, CONFERENCES, DU</td>
<td>1,840.00</td>
<td>0.00</td>
<td>1,840.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>256-43200.340 COMPUTER EXPENSES</td>
<td>1,300.00</td>
<td>0.00</td>
<td>1,300.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>256-43200.410 WATER AND SEWER CHARGE</td>
<td>500.00</td>
<td>71.45</td>
<td>428.55</td>
<td>14.29%</td>
</tr>
<tr>
<td>256-43200.430 SANITATION LINES MAINTENANCE</td>
<td>6,000.00</td>
<td>0.00</td>
<td>6,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>256-43200.434 PUMP STATION MAINTENANCE</td>
<td>12,000.00</td>
<td>345.34</td>
<td>11,654.66</td>
<td>2.88%</td>
</tr>
<tr>
<td>256-43200.436 SANIT. LINE BACK-UP CLEAN</td>
<td>1,000.00</td>
<td>0.00</td>
<td>1,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>256-43200.441 RIGHT OF WAY AGREEMENTS</td>
<td>1,140.00</td>
<td>1,230.90</td>
<td>-90.90</td>
<td>107.97%</td>
</tr>
<tr>
<td>256-43200.491 CONTRACTUAL SERVICES</td>
<td>135,883.00</td>
<td>33,970.75</td>
<td>101,912.25</td>
<td>25.00%</td>
</tr>
<tr>
<td>256-43200.500 MAINTENANCE OTHER</td>
<td>200.00</td>
<td>0.00</td>
<td>200.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>256-43200.521 LIABILITY &amp; PROPERTY INS.</td>
<td>6,225.00</td>
<td>2,778.90</td>
<td>3,446.10</td>
<td>44.64%</td>
</tr>
<tr>
<td>256-43200.536 POSTAGE</td>
<td>3,500.00</td>
<td>1,329.10</td>
<td>2,170.90</td>
<td>37.97%</td>
</tr>
<tr>
<td>256-43200.550 PRINTING AND ADVERTISING</td>
<td>1,000.00</td>
<td>0.00</td>
<td>1,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>256-43200.570 MAINTENANCE OTHER</td>
<td>2,500.00</td>
<td>0.00</td>
<td>2,500.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>256-43200.610 SUPPLIES</td>
<td>1,000.00</td>
<td>131.27</td>
<td>868.73</td>
<td>13.13%</td>
</tr>
<tr>
<td>256-43200.622 ELECTRICAL SERVICE</td>
<td>12,000.00</td>
<td>2,479.31</td>
<td>9,520.69</td>
<td>20.66%</td>
</tr>
<tr>
<td>256-43200.623 HEATING/NATURAL GAS</td>
<td>1,900.00</td>
<td>69.59</td>
<td>1,830.41</td>
<td>3.66%</td>
</tr>
<tr>
<td>256-43200.626 GAS,GREASE AND OIL</td>
<td>2,500.00</td>
<td>547.27</td>
<td>1,952.73</td>
<td>21.89%</td>
</tr>
<tr>
<td>256-43200.642 TRANSPORTATION</td>
<td>95,000.00</td>
<td>23,750.00</td>
<td>71,250.00</td>
<td>25.00%</td>
</tr>
<tr>
<td>256-43200.891 CAPITAL OUTLAY</td>
<td>5,000.00</td>
<td>0.00</td>
<td>5,000.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Total ESSEX PS COSTS

- Budget: 22,000.00
- Actual: 2,461.70
- Balance % of Budget: 19,538.22
- Pd to Date: 11.19%

### Total CAPITAL PROJECTS/EXPENSE

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
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</tr>
</thead>
<tbody>
<tr>
<td>256-43300.002 METER REPLACEMENT PROGRAM</td>
<td>57,442.00</td>
<td>2,624.87</td>
<td>54,817.13</td>
<td>4.57%</td>
</tr>
<tr>
<td>256-43300.006 SO ST PS FUMPS,VALVS,VENT</td>
<td>40,000.00</td>
<td>0.00</td>
<td>40,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>256-43300.007 ARRA Loan-AR1-004 Admin F</td>
<td>3,667.00</td>
<td>0.00</td>
<td>3,667.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>256-43300.009 RF1-157 PS UpGrd Admin Fe</td>
<td>17,249.00</td>
<td>0.00</td>
<td>17,249.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Total CAPITAL PROJECTS/EXPENSE

- Budget: 118,358.00
- Actual: 2,624.87
- Balance % of Budget: 115,733.13
- Pd to Date: 2.22%

### Total NON OPERATING EXPENSES

- Budget: 0.00
- Actual: 0.00
- Balance % of Budget: 0.00%
- Pd to Date: 0.00
<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Balance % of Budget</th>
<th>Pd to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total EXPENSES</td>
<td>608,283.00</td>
<td>109,545.10</td>
<td>498,737.90</td>
<td>18.01%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>608,283.00</td>
<td>109,545.10</td>
<td>498,737.90</td>
<td>18.01%</td>
</tr>
<tr>
<td>Total SANITATION FUND</td>
<td></td>
<td></td>
<td>-74,870.97</td>
<td></td>
</tr>
<tr>
<td>Total All Funds</td>
<td>-13,336,146.00</td>
<td>-3,295,776.21</td>
<td>16,831,922.21</td>
<td>24.35%</td>
</tr>
</tbody>
</table>