



TRUSTEES MEETING NOTICE & AGENDA
TUESDAY, OCTOBER 9, 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
 - b. Charlie Baker, Executive Director of CCRPC, re: FYE 18 Annual Report
5. **OLD BUSINESS**
 - a. Discuss Senior Center Growth and Needs – Ally Vile/Lou Ann Pioli
 - b. Revised Consent Letter Amtrak ADA Stations Program – George Tyler
6. **NEW BUSINESS**
 - a. Amendment to FYE 19 WWTF Capital Reserve Plan – Jim Jutras
 - b. Review and Discuss Draft Purchasing Policy – Lauren Morrisseau
 - c. Review and Discuss Draft Records Retention Policy – Sarah Macy
 - d. Amendment to the Personnel Regulations – Evan Teich
 - e. Set FYE 20 Budget Goals – George Tyler
7. **MANAGER’S REPORT**
 - a. Trustees meeting schedule
8. **TRUSTEES’ COMMENTS & CONCERNS/READING FILE**
 - a. Board Member Comments
 - 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
 - d. Email from Jessie Bordeau re: CSWD ReUse Zones
 - e. Thank you from Kristen Humbarger re: SteAmfest 2018
 - f. Winter Operations Plan 2018-19
9. **CONSENT AGENDA**
 - 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
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.

FY2018 ANNUAL REPORT

Essex Junction

The Chittenden County Regional Planning Commission (CCRPC) is a political subdivision of the State created by the municipalities of Chittenden County in 1966 for the development of policies, plans and programs that address regional issues and opportunities in Chittenden County. Its vision is to be a pre-eminent, integrated regional organization that plans for healthy, vibrant communities, economic development, and efficient transportation of people and goods while improving the region's livability. The CCRPC serves as the region's federally designated metropolitan planning organization (MPO) and is responsible to all citizens of the region to ensure the implementation of the best regional and transportation plan for Chittenden County. The CCRPC also provides technical and planning assistance to its member municipalities and the Vermont Agency of Transportation (VTrans).

The CCRPC is governed by a 29-member board consisting of one representative from each of the County's 19 municipalities; transportation representatives from VTrans, Green Mountain Transit (GMT), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Burlington International Airport (BIA), and a rail industry representative; and, at-large members representing the interests of agriculture, environmental conservation, business, and housing/socio-economic. The legislative body of each Chittenden County municipality selects its own representative and alternate. The full CCRPC selects the at-large representatives.

The CCRPC appreciates the continued opportunity to work with its municipal members to plan appropriately for the region's future to protect and improve the special quality of life that is shared throughout Chittenden County. In FY18, the CCRPC invested more than \$5.7 million in regional land use, transportation, emergency management, energy, natural resources, public engagement, training, and technical assistance. The program leverages more than \$5.3 million in Federal and State investment with \$245,000 in municipal dues and another \$132,000 in local match for specific projects—a **14:1 return on local investment**.

Essex Junction representatives to the CCRPC Board and other committees in FY18 were:

- CCRPC representative – Daniel Kerin
- CCRPC alternate – Andrew Brown
- Transportation Advisory Committee (TAC) – Robin Pierce
- Planning Advisory Committee (PAC) – Robin Pierce
- Clean Water Advisory Committee (CWAC) – Chelsea Mandigo
- MS4 Subcommittee – Chelsea Mandigo
- All-Hazards Mitigation Plan Update Committee – Robin Pierce
- Long Range Planning Energy Sub-Committee – Robin Pierce

Specific activities the CCRPC is engaged in with Essex Junction, as well as some of CCRPC's regional activities, are discussed in the following sections.

ESSEX JUNCTION ACTIVITIES

In FY2018, the CCRPC provided assistance to Essex Junction on the following projects and initiatives:

- **ADA Sidewalk and Path Study** – CCRPC staff and interns developed a comprehensive inventory of accessibility issues for sidewalks, pathways and intersection crossing facilities in Essex and Essex Junction. Toole Design was hired to pull together the inventory data and create a prioritized investment plan focusing on the most important locations. A draft report was completed in late 2017 and a final approved document finished in summer 2018. Total contract amount: \$20,000.
- **VT 15 Sidewalk/Path Scoping Study, Athens Drive to VT 289** – In collaboration with the Town of Essex, the Village of Essex Jct. and Stantec, a scoping study was initiated to evaluate sidewalk/path improvements for VT Route 15 between Athens Drive and VT Route 289. The goal of this scoping project was to identify options for an important missing link between the Town and Village pedestrian and bicycle network. Existing roadway and traffic conditions were evaluated, a purpose and need statement was developed, alternative improvement strategies were identified, and a preferred alternative was selected. Following this process, a final report was then completed (https://www.ccrpcvt.org/wp-content/uploads/2018/08/AthenstoVT289Final-Scoping-Report_20180731.pdf). Total contract amount: \$64,000.
- **Essex Junction Village Transportation Plan Update** – The purpose of this project is to codify the principals developed by the Design Five Corners Initiative into the current Essex Junction Municipal Plan. Design Five Corners was a Village wide, multi event community conversation which occurred during the winter of 2014-2015. The project, with CCRPC, Village and consultant staff, is now in the second phase: ensuring that the principals raised are captured in the Municipal Plan. In FY2018, background information was developed, and existing conditions were identified and analyzed in anticipation of public outreach efforts planned for the summer of 2018. The outreach focus is to solicit input on tradeoffs for design objectives such as pedestrian and bicycle access, green infrastructure, parking and other factors. Total contract amount: \$40,000.
- **FEMA Pre-Disaster Mitigation** – CCRPC staff worked in early 2018 with municipal staff to prepare a 2017 Progress Report on the implementation of the actions recommended in the Essex Junction municipal All-Hazard Mitigation Plan. Typically, these were roadway and stormwater projects to mitigate the impacts of future severe rainstorms.
- **Emergency Management – LEOP:** CCRPC staff offered assistance in the Spring of 2018 with the annual local emergency operations plan (LEOP) to ensure that Essex Junction is prepared in the event of a disaster.
- **Stormwater Education** – The CCRPC provided support to Essex Junction through the management of the Rethink Runoff program (<http://rethinkrunoff.org/>) to facilitate multi-municipal cooperation to comply with ANR Municipal Separate Storm Sewer System (MS-4) stormwater permit requirements for public education and involvement.
- **Municipal Roads General Permit (MRGP) Compliance and Water Quality Planning Assistance** – CCRPC staff continued to provide assistance to all member municipalities to address policy,

data, and reporting issues to meet the MRGP requirements. Specifically, the CCRPC hired Watershed Consulting Associates (consultant contract: \$5,000) to develop preliminary plans and cost estimates to address issues with the Juniper Ridge outfall. Plans and cost estimates from this work were used to apply for a FY 19 Category B Better Roads grant. Essex Junction was awarded \$11,500 from the Better Roads program to improve the outfall.

- **PAVER Road Survey** – CCRPC staff continued to work in collaboration with Essex and Essex Junction on the development of a series of datasets to support multi-year pavement planning initiatives. Following the FY17 field inventories and the development of a preliminary pavement database, a scope of work was completed, the pavement database was finalized, meetings with the Town/Village advisory committee were held and a draft final report was developed.
- **Traffic Counts** – The CCRPC conducted 12 roadway AADT counts in support of Essex Junction’s transportation projects and studies (<http://vtrans.ms2soft.com/>).
- **Municipal Plan Development Assistance** – CCRPC staff reviewed and provided comments on Essex Junction’s Village Comprehensive Plan in preparation for the Village’s drafting of a new plan.
- **Technical Assistance** – CCRPC staff provided a variety of technical assistance to the Village, including:
 - made updates to an Essex Junction parking map;
 - uploaded zoning and overlay data to the Vermont Open GeoData Portal;
 - worked as the Liaison for the U.S. Census Bureau’s Local Update of Census Addresses Operation (LUCA) in Essex Junction.

Essex Junction Projects in the Transportation Improvement Program (TIP)

The TIP (<http://www.ccrpcvt.org/our-work/our-plans/transportation-improvement-program/>) is a prioritized, multi-year list of transportation projects in Chittenden County. To receive federal transportation funds, each transportation project, program or operation must be authorized through the TIP. Essex Junction projects included in the TIP are listed below. These projects are also identified in the FY2018 Vermont Agency of Transportation Capital Program for design or construction.

- **Creek Condominiums Stormwater Project** – \$220,000 project funded with a 2016 Transportation Alternatives award of \$142,456 to construct a gravel wetland for runoff from Creek Condominiums and portions of a Village Road. Construction scheduled for 2020.
- **Crescent Connector Road** – \$7.3 million for the construction of a new road between VT2A and VT 117. This is a CIRC Alternative Phase I project. Construction is scheduled to be completed in 2019.
- **Pearl Street Improvements** – \$3 million for improvements from Post Office Square to 5-Corners. This is a CIRC Alternative Phase II project. Construction will be completed in 2018.
- **Phosphorus Control Plan** – \$40,000 Municipal Highway and Stormwater Mitigation Program award. Study to be completed in 2018.
- **Purchase of Vacuum Flusher/Pipeline Truck** – \$283,000 2018 Transportation Alternative award. Purchase to be completed in 2019.

REGIONAL ACTIVITIES

- **ECOS Plan and Annual Report** – The ECOS Plan is the combined Regional Plan, Metropolitan Transportation Plan, and Comprehensive Economic Development Strategy for Chittenden County and was readopted in 2018 with major updates to the energy, transportation and economic development sections:
 - 2018 ECOS Plan: <http://www.ecosproject.com/2018-ecos-plan/>
 - **Summary:** http://www.ecosproject.com/wp/wp-content/uploads/2017/09/2018-ECOS-Plan-Summary_20180807_FINAL.pdf
 - The 2017 Annual Report highlights regional accomplishments, trends, and high priority actions: <http://www.ecosproject.com/annual-report/>
 - The ECOS Scorecard is our online data platform that hosts the ECOS Partners’ shared measurement system that monitors how Chittenden County is doing with regard to achieving our shared ECOS goals:
<https://app.resultsscorecard.com/Scorecard/Embed/8502>
- **Legislative Forum** – The CCRPC hosted the 2017 Legislative Breakfast in December as a forum for a short and focused conversation with local legislators and municipal representatives on key issues and topics important to area municipalities for the 2018-2019 legislative session, including: housing, water quality, and municipal shared services.
[\(http://www.ccrpcvt.org/about-us/commission/policies-positions/\)](http://www.ccrpcvt.org/about-us/commission/policies-positions/)
- **Building Homes Together** – The CCRPC, Champlain Housing Trust and Housing Vermont continue to lead a coordinated campaign to strengthen Chittenden County communities and our economy by building 3,500 homes by 2021 for people of all incomes, including 700 affordable homes. CCRPC staff developed a series of housing indicators with the first-year data for a press conference that was held in September 2017. CCRPC also began to host a meeting of municipal Housing Committees to facilitate peer learning.
<http://www.ecosproject.com/building-homes-together>
- **Clean Water** – The CCRPC is committed to supporting water quality initiatives throughout our region to ensure that all residents have access to clean drinking water; to strengthen our region’s recreation and tourism industry; and to become more resilient to flood events. To assist our member municipalities and the state in working together to achieve these goals, the CCRPC has facilitated the Clean Water Advisory Committee and the MS-4 Sub-Committee (<https://www.ccrpcvt.org/about-us/committees/clean-water-advisory-committee/>), provided guidance for the Vermont Clean Water Fund, assisted municipalities with Better Roads grants and stormwater master plans, and participated in the development of updates to the Winooski Tactical Basin Plan which assesses water quality concerns and recommends priority strategies to address these concerns.
- **Chittenden County Brownfields Program** – The CCRPC manages this program to help properties that are vacant or underutilized because of potential petroleum or hazardous substance contamination become productive again. CCRPC obtained a \$400,000 EPA Brownfield Assessment Grant in FY16; and a \$300,000 EPA Brownfields Assessment Grant in FY18. Since the fall of 2016, using these two grants the program has provided \$307,132 to assess perceived or real contamination issues.
- **Public Health**– The CCRPC supports and serves the Chittenden County Opioid Alliance (CCOA,

<http://www.ecosproject.com/chittenden-county-opioid-alliance>) together with numerous other regional stakeholders. The CCOA is made up of many dedicated stakeholders who come from different sectors of the community and have partnered together: local non-profit agencies, state and local government; UVM Medical Center; Health Department; business leaders and community members in Chittenden County. CCRPC also served as the lead agency for the Regional Prevention Partnership (<http://www.healthvermont.gov/alcohol-drug-abuse/programs-services/prevention-programs>). Accomplishments included expansion of drug take back locations, promoting drug take-back days, fake ID enforcement, and community education about substance use prevention.

- **Regional Dispatch Implementation** – The CCRPC continues to work in partnership with Chittenden County municipalities to implement a plan for a consolidated regional dispatch environment for law enforcement, fire and rescue agencies. CCRPC staff facilitated discussions with municipal legislative bodies, participated in hearings with the Vermont Legislature’s Government Operations Committees and provided support to the Joint Survey Committee. Following strong support from voters in Burlington, Colchester, Milton, South Burlington, Williston and Winooski on Town Meeting Day 2018, the Chittenden County Public Safety Authority (CCPSA) was approved as a new union municipal district tasked with delivering regional emergency dispatch services to improve public safety operations. (<http://www.ccrpcvt.org/our-work/emergency-management/regional-dispatch/>)
- **Emergency Management** – In collaboration with the Local Emergency Planning Committee (LEPC 1, <http://www.ccrpcvt.org/about-us/committees/local-emergency-planning-committee/>), the CCRPC hosted and participated in a variety of emergency management-related workshops and exercises to enhance resilience to disasters in our region. CCRPC also served as a key coordinator between municipalities and the state to collect damage assessment information after significant storm events, helped with emergency preparedness for hazardous materials incidents, worked with municipalities to complete Local Emergency Operations Plans, and facilitated Incident Command System training.
- **Regional Energy Planning** – The CCRPC adopted a Regional Energy Plan to support the State’s Comprehensive Energy Plan consistent with municipal and regional land use plans and policies. The CCRPC conducted significant outreach and incorporated feedback into the Plan from the following: municipal Energy Committee/Planning Commissions; municipal legislative bodies; members of the public; State agencies, including the Vermont Department of Public Service; and CCRPC’s Long Range Planning Committee, Energy Sub-committee, Executive Committee and the Board of Directors. The final plan was adopted on June 20, 2018 as part of the ECOS Plan (<http://www.ccrpcvt.org/our-work/our-plans/regional-energy-plan/>) and was granted an Affirmative Determination of Energy Compliance by the Department of Public Service on August 9, 2018. This means that the ECOS Plan’s policies will be given “substantial deference” during Public Utilities Commission proceedings. CCRPC has increased participation in PUC proceedings to ensure that local and regional policies are recognized.
- **Education & Training** – The CCRPC participated in and hosted the following trainings: Emergency Management Director/Public Information Officer Workshops, Act 250: Next 50 Years Conference, Economics of Housing Workshop, Regional Housing Convening. The CCRPC also continued to host the 12-month webinar series from the Association of Pedestrian and

Bicycling Professionals for municipalities and regional partners.

- **Lake Champlain Byway** – Chittenden County includes eight of the Byway's 22 communities: Milton, Colchester, Winooski, Essex Junction, Burlington, South Burlington, Shelburne and Charlotte. CCRPC staff maintained the Byway website, www.lakechamplainbyway.com and finalized the Byway's Corridor Management Plan available at: <https://www.ccrpcvt.org/our-work/economic-development/lake-champlain-byway/>.
- **Transportation Demand Management** – The CCRPC and VTrans transitioned the popular annual **Way to Go! Challenge** (www.waytogovt.org) to a school-focused K-12 program to encourage sustainable transportation (non-single occupant vehicle travel) and demonstrate the environmental and financial benefits. With the recent expansion of CATMA's (Chittenden Area Transportation Management Association) TDM services throughout the region, 2017 was the final year of promotion for **Go! Chittenden County**, a one-stop-shop for information and advice about our region's transportation resources (www.gochittendencounty.org). The CCRPC's **Travel Smarter** campaign and trip planner provides a side-by-side comparison of the time, costs, distance, and calories associated with driving, biking, walking, and taking the bus. This transitioned into VTrans' TDM program (www.TravelSmarterVT.org).
- **Neighbor Rides** – Since Spring 2013, the CCRPC has been investing in Neighbor Rides to improve the integration of volunteer drivers into human services transportation to increase access to transportation for seniors and persons with disabilities by offering a lower-cost mode of transport. (<http://www.unitedwaynwvt.org/Neighbor-Rides>)
- **Regional Active Transportation Plan** – The CCRPC began steps to implement the Regional Pedestrian-Bicycle Plan recommendations for a comprehensive, connected, accessible and safe regional network for walking and biking. CCRPC staff led the development and launch of the regional **Greenride Bikeshare** system (www.greenridebikeshare.com), provided walk/bike recommendations on local and state paving plans, assisted municipalities with bike/ped grant applications, developed model bike parking ordinances for municipalities, promoted TDM strategies, and conducted walk/bike counts on paths, bike lanes and roadways. (<http://www.ccrpcvt.org/our-work/our-plans/regional-bikeped-plan/>)
- **Regional Transportation Model** – The regional transportation model was updated to better reflect current and future transportation demands due to forecasted demographic and employment changes in the county. The model is a tool used by the CCRPC to compare various land use and transportation scenarios and their effects on our transportation system at a regional level. Most recently, it was utilized in the 2018 update of our Metropolitan Transportation Plan (MTP) to assist in identifying and prioritizing transportation investments that will be most effective in meeting the MTP goals.
- **Chittenden County Transportation Survey** – The 2018 survey largely replicates the 2000, 2006 and 2012 versions to note any historical attitudinal shifts. The chief purpose of the survey is to objectively measure public opinion in Chittenden County regarding the performance of the region's transportation system and to identify strategies to address existing and future deficiencies. Relative to performance, questions measure public opinion on how well the transportation system serves the public's travel needs, affects livability, promotes economic development and opportunity, and affects the environment. The most recent survey was

conducted this past April and May and the survey report is currently being drafted. Results will be released in October 2018.

- **Diversity & Equity** – The CCRPC continues to use the **2014 Public Participation Plan (PPP)** to guide our focus on diversity and equity in all projects. An update is planned in FY19 to ensure everyone understands our role and responsibilities for public participation. (<http://www.ccrpcvt.org/our-work/our-plans/public-participation-plan/>)
- **Regional Technical Assistance** – This includes but is not limited to, technical assistance for various transportation issues, GIS mapping, model municipal plans, bylaw and ordinance revisions, Act 250/Section 248 application reviews, grant administration, build-out analyses, orthoimagery acquisition, and improving the VT Online Bridge and Culvert Inventory Tool (<http://www.vtculverts.org/>).
- **Intelligent Transportation Systems (ITS)** – The CCRPC has been planning, designing and implementing advanced technologies on congested corridors in the county to improve safety, facilitate traffic flows and reduce delays. (<https://www.ccrpcvt.org/our-work/our-plans/intelligent-transportation-systems/>):
 - **Advanced Traffic Monitoring System (ATMS) using Bluetooth Technology** – The CCRPC, in close coordination with VTrans and FHWA, planned, designed and implemented an Advanced Traffic Monitoring System for five (5) congested corridors in Chittenden County to gather real-time travel data using Bluetooth technology. The system will ultimately integrate with the VTrans ATMS and Traveler Information System (TIS) for 511 through the State Transportation Operations Center (TOC). The CCRPC has already implemented a pilot corridor (Williston Road/US 2) using six (6) Bluetooth sensors for real-time travel data collection, testing and validation purposes. This fall, 24 Bluetooth sensors will be installed along the remaining four (4) corridors. The entire system will be tested and validated and the real-time travel data collected will assist VTrans and municipalities to improve the efficiency, safety, and reliability of the regional transportation system.
 - **Exit 14 Area Traffic Signal Assessment Study** – The CCRPC has been coordinating with VTrans and the municipalities of South Burlington and Burlington to identify strategies to reduce congestion and improve traffic flows in the vicinity of the I-89 Exit 14 interchange. The CCRPC has completed a system assessment study for traffic signals along Williston Road/Main Street between Staples Plaza and Midas Drive, and Dorset Street between Williston Road and Kennedy Drive and developed a strategic plan for signal and communications infrastructure improvements and upgrades. Exit 14 Earmark funds will be used in the near future to implement the highest priority recommendations in South Burlington.

For further information about the CCRPC please visit <http://www.ccrpcvt.org/> or contact CCRPC Executive Director, Charlie Baker, cbaker@ccrpcvt.org, 802-846-4490 ext *23.

Memorandum

To: Evan Teich, Unified Manager
Greg Duggan, Deputy Town Manager
Essex Junction Board of Trustees

From: Ally Vile, Parks & Recreation Director
Lou Ann Pioli, Senior Activities Coordinator
Lauren Morrissette, Finance Director

Date: 10/4/2018

Re: Senior Center – Growth and Needs

Issue: The issue is to inform the Trustees of the Center's history, growth and future needs.

Background: During the August 28, 2018 meeting, the Trustees came up with a list of information requests regarding the Senior Center. Information was gathered by staff on the listed items, which follows:

Current operational structure:

Prior to September 2014, the Senior Center was operated solely by volunteers, functioning on an enterprise fund with monies raised by fundraising, membership dues, craft fairs and luncheons (also supported by area churches). Originally the space was leased for \$1.00 and the senior groups had to provide their own liability insurance for the space.

The FYE15 Town and Village budgets were approved with a part-time/20-hour per week position for an Activities Coordinator. It was planned that this staff member would be paid as a Town employee but would be split 50/50 by the Town and Village at year-end. By the spring of 2015, the position was approved to increase to 28 hours/week, including prorated benefits and retirement.

In the spring of 2016, the Essex Area Senior Center became a Village of Essex Junction facility, including insurance and capital funding and expenses of the overall space. However, improvements specifically to the Center would need Trustees approval and fundraised or capital funding.

The FYE17 budget increased the Senior Activities Coordinator to a full-time, hourly position, requiring union status by January 2017. This position is currently paid in full by the Town of Essex, along with a full-time benefit package within the Town Parks and Recreation department. The Village of Essex Junction continues to support the operation through building use, signage, etc. for the center activities, programs, rentals and appointment phone

line support for the Town's Senior Van service. The Senior Vans are leased through Green Mountain Transit.

Growth in membership over the last three years:

These totals indicate annual memberships and do not include daily visits to the Center for activities, programs and events.

January 2014 -September 2014 = 127

- Timeframe operated by volunteers

October 2014 (LAP start) - December 2014: +21 = 148

- Timeframe now operated by hired staff, Lou Ann Pioli

January 2015-December 2015 = 263

January 2016-December 2016 = 308

January 2017-December 2017 = 311

January 2018-September 2018 = 303

Membership regularly experiences losses as members are no longer able to participate, move out of the area, move into nursing homes, or, sadly, pass away. We also see a steady flow of new members. Since January 2018, 76 new members have joined our Center, keeping the average annual membership slightly above 300 people.

Funding and resources from the Town, the Village and the members:

Town of Essex budget support (Senior Services) = \$127,782

Funds generated by operating/tax-payer funds

Village of Essex Junction budget support (assumptions) = \$31,730

Funds generated by operating/tax-payer funds

Essex Area Senior Center revenue = \$24,336

Funds generated by membership dues, program fees and fundraising

Total Senior Center Support = \$183,848

Senior Bus schedule, how this is organized, anticipated growth, needs and conflicts:

The Essex Senior Van is operated five days a week, except on Town observed holidays and school closing days due to inclement weather. At this time, Sunday transportation for religious services is on hold due to staff shortages.

Two days of the week (currently Mondays & Thursdays), we have one van (12 passengers, wheelchair accessible) operating 9am – 4pm for appointments in the Essex community.

Three days of the week (Tuesdays, Wednesdays & Fridays), we have two vans operating; one in the full-day hours, one until 2pm unless otherwise needed. Each van drives approx. 100 miles/day. The majority of appointments are based in Essex with the exception of UVM Medical Center @ Fanny Allen (Colchester), Evergreen Medical (Williston), VTC Dental – Blair Park (Williston), UVM Medical @ Blair Park (Williston).

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Medical appointments take priority; other transportation needs are for beauty appointments, grocery and pharmacy shopping, weekly luncheons, events/programs at the Center, etc.

Appointments are taken by volunteers from 9am – Noon each weekday to schedule the vans for the following day, equaling approximately 1,500 hours/year.

Ridership: We currently service 248 active riders and recently added a ridership application packet to all new riders that gather their information needed for transportation, as well as policies, procedures, code of conduct, FAQs, Meet the Drivers & Volunteers and important contact information.

The Senior Vans operate primarily 9am – 4pm for the transportation of individuals 60 years and older. Additionally, the vans are used for theatre and event trips scheduled by the Parks & Recreation Program Coordinator, as well as smaller trips scheduled by the Parks & Recreation Senior Activities Coordinator when drivers are available. These trips are specifically paid for through funds raised from program fees through the Center, coordinated by Lou Ann (Senior Activities Coordinator). When the vans are used, the “special event” hourly driver rate is calculated and the Parks & Recreation department invoices the Center for those hours driven. There have been seven trips scheduled directly through the Center this past year, each averaging 75 miles per van. The Center also has previously scheduled four chartered trips per year, each over 200 miles round-trip.

With the growth of senior housing in the community, the need for transportation has increased. Every day and season is different and unpredictable. Recently, we have utilized a second vehicle (senior van or Town minivan) on Thursdays when the first van has exceeded 30 appointments. By using only one van two days of the week, we can accommodate maintenance needs, trip schedules, etc. Adding a third consistent vehicle is complicated due to the work schedules and driver shortages that are happening locally and nationally.

Current volunteer hours and anticipated staffing needs:

Per Lou Ann’s report, she consistently has 10 volunteers helping her with activities, programs, committees and events. Between April and September this year, 710 volunteer hours have been logged for Center purposes. These hours are separate from the senior van scheduling volunteer time. In any given day, hours needed depend upon programs and activities scheduled. Needs change every day. Lou Ann does not have time to set up and take down tables and chairs, lead activities such as Bingo, Seated Yoga, and Duplicate Bridge, empty rubbish, sweep floor, load/run dishwasher, decorate for seasons, clean kitchen and bathroom, inventory supplies, etc. The Essex Area Senior Center (EASC) has two operating committees that meet regularly: Program Committee and Meal Site Advisory Board. These 2 committees average 10-12 active members each and are led by Lou Ann. There are also seasonal/special committees which oversee two major fundraisers for the Senior Center; the Silent Auction and Craft Fest Committees. These are led by member volunteers and average 8-10 active members on each. Lou Ann participates in all meetings, planning, and events.

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After the Senior Activities Coordinator position became full-time in January 2017, Lou Ann worked approx. 150 additional hours in the FYE18 budget year. Three months into the new fiscal year, Lou Ann has worked 59 additional hours outside of the budgeted 40 hours/week. Overtime hours not been incorporated into previous budgets but will be considered accordingly in the upcoming budget approval process. A reduction of programs and Senior Center hours will also be considered as an alternative to cost increases.

Current conflicts with transportation liabilities, HR regulations, Town and Village policy, transportation needs:

The HR Director, Travis Sabatano, and Assistant Finance Director, Sarah Macy, were asked for input regarding this topic and provided the following information:

The Town does not currently have a municipal vehicle policy. The Village doesn't either as Public Works and Fire are the only departments with municipal vehicles. The senior van drivers through the Town Parks and Recreation department receive training to drive and are governed by Federal Transit Administration regulations, meaning they need to be drug tested as a condition of employment and be added to our quarterly regulated random drug testing pool. Driving passengers/participants is not currently a duty that is part of any department job description within the office parameters nor does the HR Director envision this attribute becoming one. He sees the duties of a Senior Van Driver for regular appointments and a driver for trips/events to be separate positions. He would like to work on expanding what we do as far as trainings as well; including but not limited to annual driving trainings, driver's license checks, etc.

When the senior vans provide the transportation, the Town carries the liability. If something goes wrong we are ultimately responsible for the wellbeing of staff and riders/senior citizens on the van. Travis recommends contracting with a third party service to provide event transportation to move the liability elsewhere. The Town could potentially save money on chartering trips by not paying van driver's salaries and benefits, reducing the Town's liability, and reducing maintenance/gas expenses. Travis would like to see the cost of a contracted service to determine what the actual cost difference.

The Town and the Vermont League of Cities and Towns (VLCT) have concerns with the use of Town/Village employees driving persons out of the greater Chittenden County area and the increased level of liability that can impose on the municipalities. VLCT supports the idea of contracting trip transportation and restricting the distance that the vans are allowed to travel if being used for trips, programs and events.

- Cost:** Informational only. Lou Ann and Ally will look at final budgetary numbers from FYE18 and proposals for changes in FYE20 based on this history and current needs. New costs are unknown at this time.
- Recommendation:** No recommendation needed; informational only at this time. The Village Trustees may want to discuss having a combined assessment of senior service needs done professionally, as previously suggested in the August meeting.

ESSEX AREA SENIOR CENTER
SENIOR SERVICES REPORT

Prepared by Lou Ann Pioli

FUNDING RESOURCES:

Senior Center Annual Operating Budget: Funds are raised by Center members via Membership Dues, Annual Craft Fest, Silent Auction, Sale of Rada Cutlery, Sale of knitted goods, Activity Fees, and Donations. Funds from the Hoehl Family Foundation Grant supplied new flooring, countertops, cupboards, tables, chairs, plus.

Senior Center Facilities: Building, utilities (phone, heat, electric, water, internet, garbage/recycling disposal), repairs, heavy maintenance, plowing/shoveling/mowing, other support (onsite village staff): provided by the Village of Essex Junction.

Senior Activities Coordinator Salary and benefits: Town of Essex Parks and Recreation Department.

MEMBERSHIP AT THE SENIOR CENTER:

January 2014 -September 2014: 127

October 2014 (LAP start)- December 2014: +21=148

January 2015-December 2015: 263

January 2016-December 2016: 308

January 2017-December 2017: 311

January 2018-September 2018: 303

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Current membership demographics:

Town of Essex outside of Village- 124

Village of Essex Junction - 79

Williston - 27

So. Burlington - 26

Colchester - 22

Winooski - 7

Burlington - 4

Milton - 4

Jericho - 3

Hinesburg - 1

Jeffersonville - 1

Shelburne - 1

Underhill - 1

Wilder - 1

Arlington, MA - 1

Mesa, AZ - 1

Total membership as of 9/28/18: 303

**ESSEX AREA SENIOR CENTER
SENIOR SERVICES REPORT**

Prepared by Lou Ann Pioli

MEMBERSHIP AT THE SENIOR CENTER (continued):

Re: Membership rate: Current membership is \$12/calendar year regardless of residence. There has been discussion of raising membership to \$15/calendar year for non-Essex residents. If current membership trend continues, that change could result in an increase of \$300 in the current membership budget.

SENIOR CENTER VOLUNTEERS:

Consistent volunteers: 10

April 2018: 14 volunteers clocked 151 hours total

May 2018: 14 volunteers clocked 178 hours total

June 2018: 14 volunteers clocked 141 hours total

July 2018: 7 volunteers clocked 94 hours total

August 2018: 2 volunteers clocked 86 hours total

September 2018: 4 volunteers clocked 60 hours total

Total hours: 710 **This does not include senior van phone volunteers**

In any given day, hours needed depend upon programs and activities scheduled and what the needs are that day. This changes every day. Current paid staff does not have time to set up and take down tables and chairs, lead activities such as Bingo, Seated Yoga, and Duplicate Bridge, empty rubbish, sweep floor, load/run dishwasher, decorate for seasons, clean kitchen and bathroom, inventory supplies, etc.

EASC has 2 operating committees that meet regularly: Program Committee and Meal Site Advisory Board. These 2 committees average 10-12 active members each and are led by paid staff. There are also seasonal/special committees such as Silent Auction and Craft Fest Committees which oversee our 2 major fundraisers. These are led by member volunteers and average 8-10 active members on each. Paid staff participates in all meetings, planning, and events.

TRANSPORTATION:

Ridership Totals: A mailing was sent in January 2018 to **281** riders listed in the system. Packets included a comprehensive application as well as Policy and Procedures, Code of Conduct, FAQ's, Contact information, Holiday schedule, and info about staff. Of those 281, 163 applications were returned completed, and 4 riders requested removal from the system. In late August a second mailing of 114 applications was sent to those who had not returned their original application, with a deadline to return by September 14 to continue receiving service. To date, of those 114, 33 applications have been returned completed, and 23 were either returned as non-deliverable or riders notified us that they moved out of the area. Since the original mailing in January, we have had 52 new riders complete applications for van service, for a total of **248 current active riders**.

**ESSEX AREA SENIOR CENTER
SENIOR SERVICES REPORT**

Prepared by Lou Ann Pioli

TRANSPORTATION, continued:

Center Trips: From April-October, the Center tries to schedule as many trips as possible while the weather is amenable for travel. We also schedule one trip to Middlebury Town Hall Theater each winter, typically in December. Affordable day trips are incredibly popular and were the number one request of a 2014 senior survey. For destinations farther than one hour away, we charter a Premier coach. For closer destinations, we pay for the use of the Essex senior van(s).

Destinations and Round Trip Distance, Charter Trips

| | |
|---|------------|
| Winnepesaukee Playhouse, Meredith, NH and lunch nearby: (x 5 since 2015) | 250+ miles |
| Lake Theater, Lake George, NY Meal included, stop at shops | 225+ miles |
| Friesians of Majesty, Townshend, VT Lunch nearby & Vermont Country Store | 290+ miles |
| Proctor's Theater, Schenectady, NY and meal nearby (April 2019) | 300+ miles |

Destinations and Round Trip Distance, Senior Van(s) Trips:

| | |
|---|-----------|
| Burton Island State Park, VT (yearly) | 60 miles |
| Depot Theater, Westport, NY & lunch | 70 miles |
| Hope Cemetery & Lunch, Barre, VT (add Granite Museum and Quarry) | 95 miles |
| Mystery Trip (Montpelier, Barre, Berlin, VT) | 95 miles |
| Town Hall Theater, Middlebury, VT & lunch nearby | 75 miles |
| Waterbury/Stowe, VT (Cider Mill, Glass-blowing, downtown Stowe, Trapp lodge) | 70+ miles |
| Waterfalls/Farmer's Market Trip & Lunch Waitsfield, Hancock, Rochester, VT | 125 miles |

Sr. Center Support Costs

Town of Essex

Sr Activities Budget FYE19

| | |
|--|----------|
| Salaries (Coordinator & Bus Drivers) | \$89,986 |
| Benefits | \$15,371 |
| Repair and Maintenance (Busses) | \$15,000 |
| Communications | \$1,000 |
| Advertising | \$325 |
| Supplies | \$600 |
| Other Purchased Services (pre-emp screening) | \$1,500 |
| Sr. Bus Capital Transfer | \$4,000 |

Total Budget \$127,782

Village of Essex Junction

Assumptions

Sr Center 2498 sq ft

Sr. Bus room 104 sq ft

Total Square Foot Sr. Center Uses 2602 Sq ft Total

Total Square Feet Lincoln Hall 11626

% in Sr. Center use 22%

Estimated Lease Value (\$10.75 X 2602) \$27,972

Estimated Electricity (\$7,500*22%) \$1,650

Telephone Budget \$480

Estimated Water/Sewer (\$1,000 x 22%) \$220

Estimated Heating (\$6,400 x 22%) \$1,408

Total Estimated Lease Value and Utilities Costs \$31,730

Total Senior Center Support \$159,512



Via Email

gtyler@essexjunction.org

RECEIVED

OCT 01 2018

September 28, 2018

Village of Essex Junction

Mr. George A. Tyler
Village President
Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452

**RE: Amtrak's ADA Stations Program
Essex Junction, VT Rail Station ("Station")**

Dear Mr. Tyler:

This letter is follow up to a previous letter dated December 8, 2017, addressed to Mr. Patrick Scheidel and correspondence with Jeffrey Kershner, P.E. of Donald L. Hamlin Consulting Engineers, Inc. regarding the design review.

National Railroad Passenger Corporation ("Amtrak") is committed to ensuring that rail stations it serves are fully compliant with the Americans with Disabilities Act of 1990 (ADA) and accessible to all passengers. At this point, Amtrak has conducted a property survey and an ADA assessment of all portions of the Station for which Amtrak has some degree of ADA responsibility and has designed the required ADA improvements to be constructed by Amtrak.

The planned ADA improvements on the Village's property includes providing: accessible paths of travel to and from the public right-of-way along Central Street and Main Street (which includes curb ramps, granite curbing, portions of sidewalks, pavement repair and cross walk markings); connections to the Village's existing storm sewer system; and connection of the new platform lighting to the existing site lighting circuit.

The purpose of this letter is two-fold. First, it is to confirm that the revised IFB Plans and specifications ("Plans") emailed to the Village on May 7, 2018 for the ADA improvements impacting property owned by the Village, were accepted on September 25, 2018 by e-mail from Robin Pierce, Community Development Director, Village of Essex, VT. The exact timing of the work is not yet known.

The second purpose of this letter is to request that the Village (i) consent to the making of the improvements to the Village's property substantially in accordance with the Plans; (ii) agree to provide Amtrak and its contractors access to the Village's property at the time the improvements are to be made;

(iii) confirm that the Village will assume the ongoing responsibility for the maintenance, repair and replacement of the improvements to the Village's property; (iv) agree that the Village will timely sign any related documentation that may be required for Amtrak and its contractors to complete the project; (v) agree that the Village will not remove the improvements for as long as Amtrak uses or intends to use the improvements in providing rail passenger services at the Station, without the prior written consent of Amtrak; and (vi) agree that the Village will provide Amtrak with continued access to the improvements and will ensure Amtrak's perpetual right to use the improvements for as long as Amtrak provides or intends to provide rail passenger services at the Station.

Your signature below constitutes the Village's consent to the improvements substantially in accordance with the Plans and the Village's agreement to comply with all of Amtrak's other requests described in the above paragraph.

Please contact the following Amtrak representative if you have any questions or concerns regarding the planned improvements or the project:

M. William Hollister
Amtrak Sr. Manager
Government Affairs-Northeast
525 East Street
Rensselaer, NY 12144
518-462-5760 – Office
hollisw@amtrak.com

The schedule associated with Amtrak's ADA Stations Program is an aggressive one. You can help us complete the design portion of the Station project quickly by having the authorized representative of the Village sign and date the original copy of this letter and return it via email to ellen.pannell@amtrak.com by October 15, 2018.

Thank you in advance for your cooperation. We look forward to working with you on this important initiative.

Sincerely,



Lonnie A. Murray
Director Program Management,
ADA Stations Program

CONSENT OF OWNER

As the authorized representative of the Village, I hereby: (i) consent to the making of the improvements to the Village's property substantially in accordance with the Plans; (ii) agree to provide Amtrak and its contractors access to the Village's property at the time the improvements are to be made; (iii) confirm that the Village will assume the ongoing responsibility for the maintenance, repair and replacement of the improvements to the Village's property; (iv) agree that the Village will timely sign any related documentation that may be required for Amtrak and its contractors to complete the project; (v) agree that the Village will not remove the improvements for as long as Amtrak uses or intends to use the improvements in providing rail passenger services at the Station, without the prior written consent of Amtrak; and (vi) agree that the Village will provide Amtrak with continued access to the improvements and will ensure Amtrak's perpetual right to use the improvements for as long as Amtrak provides or intends to provide rail passenger services at the Station.

By: _____

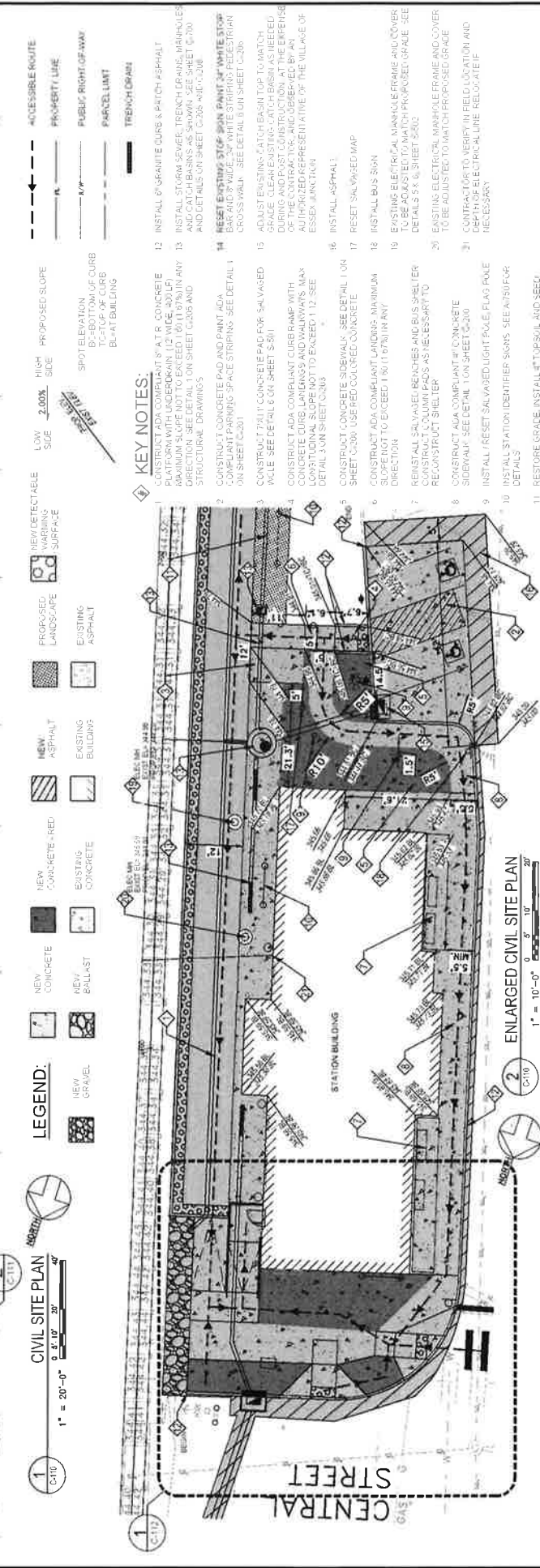
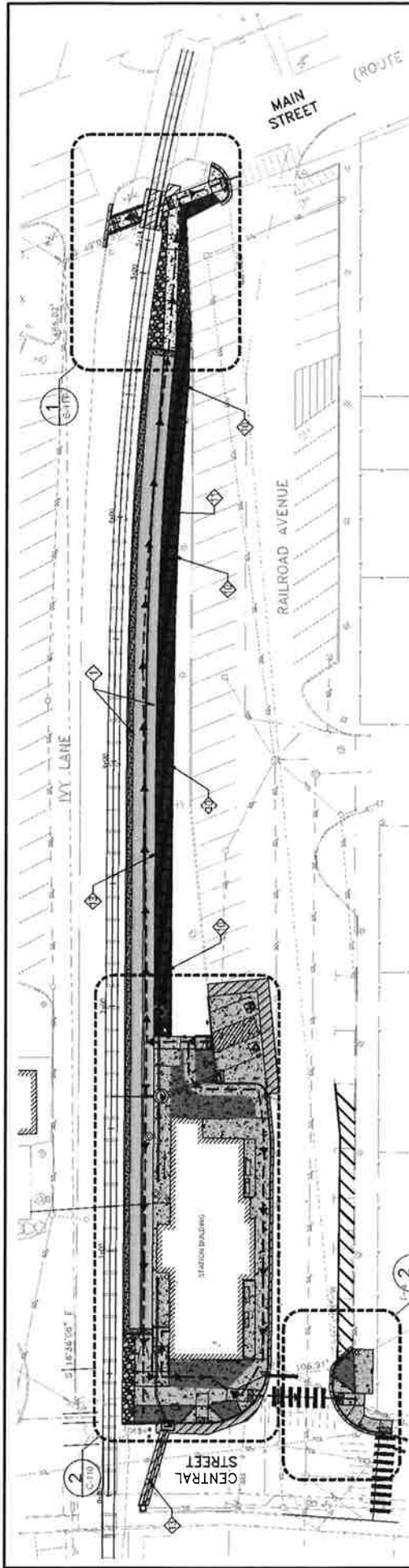
Name: _____

Title: _____

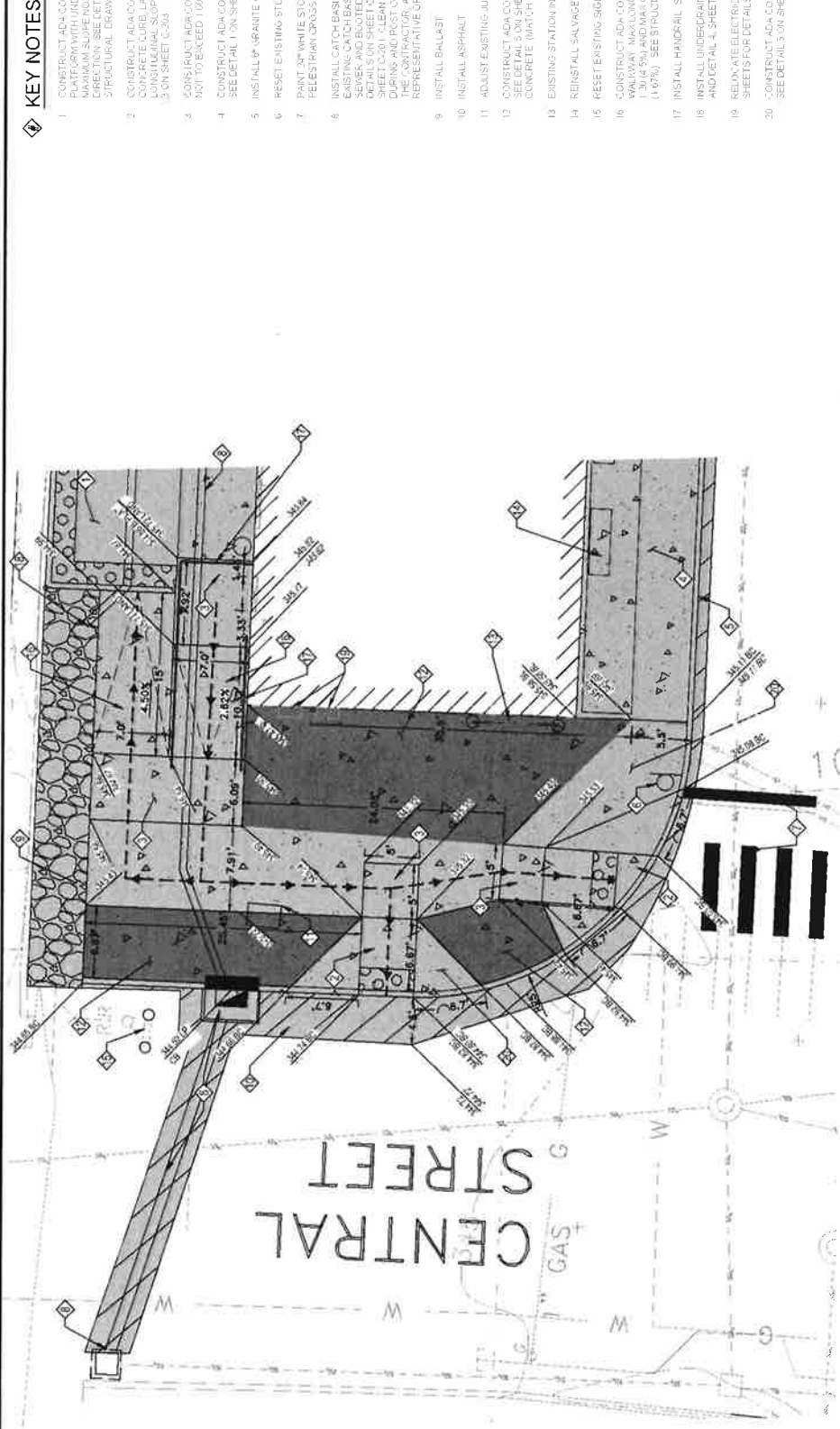
Date: _____

cc: R. Oh
W. Hollister

The Village of Essex Junction: Robin Pierce - robin@essexjunction.org
Terry Hass - terry@essexjunction.org
Jim Jutras - jim@essexjunction.org
Rick V. Jones - rick@essexjunction.org

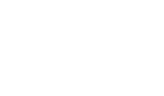
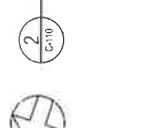
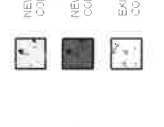
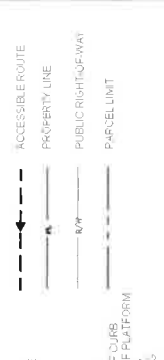


| | | | |
|---|--|--|--|
| AMTRAK National Railroad Passenger Corporation 30th Street Station, Philadelphia, Pennsylvania 19104 | | URS One Penn Plaza, Suite 600 New York, NY 10119 P: 212 512 2000 F: 212 512 2500 WWW.URS.COM | |
| Office of Chief Engineer | | ESSEX JUNCTION - BURLINGTON (ESXYT) ADA STATIONS PROGRAM (ADASP) CIVIL SITE PLAN | |
| DATE: 11/11/11 DRAWN BY: J. J. [unreadable] CHECKED BY: J. J. [unreadable] | PROJECT NO.: 11-00000000 SHEET NO.: C-110 | SCALE: AS SHOWN DATE: 11/11/11 | PROJECT NO.: 11-00000000 SHEET NO.: C-110 |



KEY NOTES:

1. CONSTRUCT ADA COMPLIANT 6" AT R. CONCRETE PLATFORM WITH UNDERDRY (12" WIDE JOULE) UNDER UNDERDRY TO 10.5' IN ANY DIRECTION. SEE DETAIL 1 ON SHEET C-108 AND STRUCTURAL DRAWINGS.
2. CONSTRUCT ADA COMPLIANT CURB RAMP WITH UNDERDRY UNDER UNDERDRY TO 10.5' IN ANY DIRECTION. SEE DETAIL 3 ON SHEET C-363.
3. CONSTRUCT ADA COMPLIANT LANDING: 24" MINIMUM SLOPE NOT TO EXCEED 1:11 (9%) IN ANY DIRECTION. SEE DETAIL 1 ON SHEET C-200.
4. RESET EXISTING STOP SIGN 1' FROM BACK OF CURB.
5. PAINT 3" WHITE STOP BAR 3" WIDE STOP SIGN PEDESTRIAN CROSSWALK. SEE DETAIL 6, SHEET C-306.
6. INSTALL CATCH BASIN AND STORMSEWER, CORE INTO EXISTING CATCH BASIN AND INSTALL PROPOSED STORMSEWER. SEE DETAIL 7 ON SHEET C-201. CLEAR EXISTING CATCH BASIN AS NEEDED DURING AND POST CONSTRUCTION AT THE DISCRETION OF THE CONTRACTOR AND OBSERVED BY AN AUTHORIZED REPRESENTATIVE OF THE VILAGE OF ESSEX JUNCTION.
7. INSTALL BALLAST.
8. INSTALL ASPHALT.
9. ADJUST EXISTING JUNCTION BOX TO GRADE.
10. CONSTRUCT ADA COMPLIANT 6" CONCRETE SIDEWALK WITH UNDERDRY UNDER UNDERDRY TO 10.5' IN ANY DIRECTION. SEE DETAIL 1 ON SHEET C-200.
11. EXISTING STATION INFORMATION DISPLAY CASE SIGN.
12. REINSTALL SALVAGED BENCHES AND BUS SHELTER.
13. RESET EXISTING SIGN.
14. CONSTRUCT ADA COMPLIANT CONCRETE SALVAGED BENCHES AND BUS SHELTER. SEE DETAIL 1 ON SHEET C-201. CLEAR EXISTING CATCH BASIN AS NEEDED DURING AND POST CONSTRUCTION AT THE DISCRETION OF THE CONTRACTOR AND OBSERVED BY AN AUTHORIZED REPRESENTATIVE OF THE VILAGE OF ESSEX JUNCTION.
15. INSTALL UNDERDRY CLEAN-OUT. SEE SHEET C-210 AND DETAIL 4, SHEET C-206.
16. REPAIR ELECTRICAL PANELS. SEE ELECTRICAL SHEETS FOR DETAILS.
17. CONSTRUCT ADA COMPLIANT 6" CONCRETE SIDEWALK. SEE DETAIL 1 ON SHEET C-200.



ESSEX JUNCTION - BURLINGTON (ESX) ADA STATIONS PROGRAM (ADASP)

CIVIL SITE PLAN

URS

Office of Chief Engineer
 Railroads, Railroad Passenger Corporation
 30th Street Station, Philadelphia, Pennsylvania 19104

AMTRAK

1" = 5'-0"

2
 C-112

DATE: 11/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



MEMORANDUM

TO: Essex Junction Trustees and Evan Teich Unified Municipal Manager
FROM: James Jutras, Water Quality Superintendent
cc: Lauren Morrisseau, Finance Director
DATE: October 4, 2018
SUBJECT: Phosphorus Innovation Grant Supplemental funding

A handwritten signature in blue ink, appearing to read "James Jutras", is written over the "FROM" line of the memorandum.

Issue: Whether to modify the Wastewater facility capital fund to purchase a Hydroflow unit to supplement the Phosphorus innovation Grant.

Discussion: Trustee approval was granted on May 22, 2018 for staff to proceed in a partnership application for the Governors Phosphorus Innovation Challenge Grant (previously known as 'Hydroflow'). We were recently notified that we were one of six projects selected for pilot installation.

Because six grants are awarded instead of five, our funding has been reduced to \$45,000 with a proposed budget of \$58,700 (gap of <\$12,800>). I checked with all project partners for additional available funding and nobody has been able to confirm additional support at this time. The value of this pilot project is high for the Essex Junction facility (WWTF) to reduce internal phosphorus recycle and to directly improve our compliance ability for the Lake Champlain TMDL. I request Trustee approve the use of up to \$30,000 of WWTF capital reserve funds to purchase the Hydroflow unit directly for our own use. There are sufficient funds in the capital account to cover the purchase.

WWTF Staff originally evaluated the Hydroflow unit for its potential for reduced polymer use in our dewatering operation. With direct purchase, the Hydroflow unit will be installed on the centrifuge for polymer optimization and then easily moved to the Innovation Challenge during test runs of the pilot.

Efficiency VT has pledged \$10,000 to the Village for use towards the purchase of the unit for the grant. This incentive agreement will be to the Village and direct purchase meets their intent and requirements. The incentive agreement format is expected to be similar to those received for lighting changes, street lighting efficiency conversions, etc. The incentive agreement is not available at this time but will be presented to the Village in the next few weeks.

Costs: Up to \$30,000 less any incentive received from Efficiency VT

Recommendation: It is recommended that the Trustees modify the FYE 2019 Wastewater Facility 2019 Capital plan to include \$30,000 for purchase of a Hydroflow unit. Any Efficiency Vermont incentives received will be applied as a credit towards purchase. The Unified Manager is authorized to sign the incentive pending any legal review, if deemed necessary.

WWTF Capital Reserve Plan

Revised 10/9/18

| Project or Equipment | FYE15 | FYE16 | FYE17 | FYE18 | FYE19 | FYE20 |
|--|---------|--------|--------|---------|--------|-------|
| Server and SCADA software/network upgrades | 15,072 | 12,937 | | | | |
| Co-Gen (Closed) | 329,405 | 1,888 | | | | |
| Gas Compressor | | | 11,239 | | | |
| Automatic Samplers | | | 22,220 | | | |
| Front End Loader | | | | 60,000 | | |
| Vactor Truck Replacement | | | | | 5,500 | |
| Hydroflow Unit | | | | | 30,000 | |
| Digester Cleaning | | | 0 | 75,000 | | |
| Capital Planning - 20 Year | | | 0 | 30,000 | | |
| Return Activated Sludge (RAS) Pump | | | 11,767 | | | |
| Headworks Screen | | | 3,070 | 196,930 | | |
| Alkalinity Control Installation | | | 1,330 | 93,670 | | |
| Universal Ordinance | | | | | | |
| | | | | | | |
| ARRA Stimulus Loan Payback | 2,457 | 2,457 | 2,456 | 2,457 | 2,457 | 2,457 |
| Capital reserve annual expense | | 17,282 | 52,082 | 458,057 | 37,957 | 2,457 |

| WWTF Capital Reserve Funding and Fund Balance | | | | | | |
|--|--|----------------|----------------|----------------|----------------|------------------|
| Beginning Fund Balance | | 207,108 | 470,746 | 721,831 | 583,774 | 885,817 |
| Planned Spending | | (17,282) | (52,082) | (458,057) | (37,957) | (2,457) |
| Interest | | | 2,041 | | | |
| Transfer in From WWTF Operating Budget | | 280,000 | 300,000 | 320,000 | 340,000 | 360,000 |
| Sale of asset | | | 1,126 | | | |
| Projected Ending Fund Balance | | 469,826 | 721,831 | 583,774 | 885,817 | 1,243,360 |

MEMORANDUM

To: Village of Essex Junction Trustees
From: Lauren Morrisseau, Finance Director
Re: Town of Essex/Village of Essex Junction Purchasing Policy
Date: October 9, 2018

Issue

The issue is to give the Trustees the opportunity to comment and propose revisions to the Draft Town of Essex/Village of Essex Junction Purchasing Policy prior to the joint Selectboard/Trustee meeting on October 11.

Discussion

The draft Purchasing Policy for the Town of Essex/Village of Essex Junction was crafted by combining the VLCT Model Purchasing Policy, elements from the current Town and Village Purchasing Policies, and also the Purchasing Policy of Golden Colorado. After combining these policies, the draft was reviewed by the Town of Essex and Village of Essex Junction department heads. Feedback has been incorporated and the policy has been reviewed and revamped multiple times.

The joint Purchasing Policy is another step in aligning the two municipal practices and will promote consistency in purchasing in the Town and Village in addition to preventing the confusion caused by operating under two sets of purchasing requirements.

The Town of Essex Selectboard had the opportunity to suggest comments and revisions on October 1 when they also "accepted" the policy. Those revisions have been incorporated into the Policy you are now receiving. We have sent you two versions. One version shows the changes (asked for by the Selectboard) since you received the policy on September 25. The other version does not show markup.

Cost

There is no cost to this issue.

Recommendation

10/09/18 – it is recommended that the Trustees review and comment on the Purchasing Policy.

10/11/18 – It is recommended that the Selectboard and Trustees approve the Town of Essex/Village of Essex Junction Purchasing Policy.

2018

Town of Essex/Village of Essex Junction

Purchasing Policy

EFFECTIVE DATE: _____

Town of Essex/Village of Essex Junction Purchasing Policy

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

Adopted _____ 2018

GENERAL

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

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

Town of Essex/Village of Essex Junction Purchasing Policy

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

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

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

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

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

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

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

Town of Essex/Village of Essex Junction Purchasing Policy

Use of Public Money.

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

GENERAL RESTRICTIONS AND GUIDELINES

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

General Provisions/Restrictions

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

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and the Unified Manager.

PURCHASING AUTHORITY AND THRESHOLDS POLICY

Purchasing Authority.

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

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

Purchasing Thresholds

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

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

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

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

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

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

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

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

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

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

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

Major Purchases -with a value of \$40,000 or more, or construction projects of any value that are funded with federal dollars, must follow a sealed bid process as outlined below and also follow

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any procurement guidance as outlined in the grant agreement. In addition, a pricing analysis must be completed by the purchasing agent or a qualified consultant prior to issuing the request for proposal to ensure that there is a reasonable estimate against which to compare bid proposal pricing. In cases where grant dollars are involved, the requirement of the grant will take precedence.

SIGNATURE AUTHORIZATION POLICY FOR VENDOR INVOICES

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

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

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

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

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

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

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

COMPETITIVE BIDDING POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MODEL BID AND PRICING FORMS

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

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

PRE-QUALIFICATION FOR SINGLE PROJECT

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

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

PRE-QUALIFIED VENDOR LIST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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persons or property or result in substantial impairment of the delivery of important Town or Village services.

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

DEPARTMENTAL EXCEPTIONS

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

Public Works

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

Wastewater Treatment Facility (WWTF)

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

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

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

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

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

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

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

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

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

CONTRACTS

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

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

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

REAL PROPERTY

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

GRANTS

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

FUNDRAISING

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

RESTRICTED GIFTS

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

DISPOSAL OF PROPERTY/ASSETS

Town of Essex/Village of Essex Junction Purchasing Policy

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

INSURANCE

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

NEW SERVICE VENDORS

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

CREDIT CARD USE POLICY

Departmental and Municipal Major Credit Cards

General

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

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

Authorization for Use of Departmental or Village Municipal Credit Card

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

Card Use

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

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

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

Town of Essex/Village of Essex Junction Purchasing Policy

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

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

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

Unacceptable Uses

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

-Transaction Allocation

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

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

-Personal – Non-business Charges

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

Town of Essex/Village of Essex Junction Purchasing Policy

charging privileges being revoked and disciplinary action taken.

-Disputing Charges

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

-Change in Employment Status

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

-If Card is Lost or Stolen

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

Local Merchants Charge Cards and Revolving Charge Accounts

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

Authorization for Use of Local Merchant Charge Cards

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

Card or Account Use

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

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

Town of Essex/Village of Essex Junction Purchasing Policy

Unacceptable Uses

- Personal items may not be purchased with Merchant Charge Cards

Town of Essex/Village of Essex Junction Purchasing Policy

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

| _____
Chair, ~~person~~ Town of Essex Selectboard

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

| _____
President, Essex Junction Board of Trustees

Town of Essex/Village of Essex Junction

Signature Authorization Form

Department Submitting Form _____

Department Head Name (Printed) _____

Name of Employee (Printed) _____

Employee ID# _____

Employee Title _____

\$ Authorization Amount _____

Effective Date of Authorization _____

Employee Signature & Initials _____

Department Head Signature _____

MODEL BID AND PRICING FORMS

ATTACHMENT B

UNDER DEVELOPMENT

TO: TOWN OF ESSEX a Vermont Municipality:

NON-EMPLOYEE WORK AGREEMENT

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

To be completed by Municipality:

- Work to be performed _____
- Written contract? (circle one) **Yes** **No**
If yes, attach a copy of the contract. If no, Stop! Cannot use this form.
- Beginning and end date of work: 1/1/18 - 12/31/18
- Could this work be considered a normal municipal function? _____
- Is this type of work also performed by a town employee? _____
- Do you have necessary equipment (owned, leased, rented, borrowed or shared) to perform this work? _____

To be completed by Contractor:

Undersigned, sole proprietor, or partner owner of an unincorporated business, of _____ (name of business), of _____ (business address), hereby certify that

I am aware of my right to purchase Workers' Compensation insurance and have elected to purchase Workers' Compensation coverage as described below, or not to purchase Workers' Compensation insurance coverage: (Check one)

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

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

I affirm that:

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

Date: _____ Print Name: _____ Sign Name: _____

Municipal Representative Signature: _____

(See other side for Liability Hold Harmless Agreement)

LIABILITY HOLD-HARMLESS AGREEMENT

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

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

Valid, current, certificate of insurance is attached.

Date: _____

Print Name: _____

Witness: _____

Sign Name: _____

(See other side for Non-Employee Work Agreement)

Purchasing Policy
Attachment D

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

Card Holder _____

Card # _____

Date of Purchase _____

Amount of Purchase: _____

Description of and purpose for Purchase:

Authorized Signature: _____ Date Signed: _____

Town of Essex/Village of Essex Junction

Purchasing Policy

EFFECTIVE DATE: _____

Town of Essex/Village of Essex Junction Purchasing Policy

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

Adopted _____ 2018

GENERAL

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

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

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

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

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

Town of Essex/Village of Essex Junction Purchasing Policy

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

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

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

Use of Public Money.

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

GENERAL RESTRICTIONS AND GUIDELINES

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

General Provisions/Restrictions

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

PURCHASING AUTHORITY AND THRESHOLDS POLICY

Purchasing Authority.

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

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

Purchasing Thresholds

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

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

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

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

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

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

Town of Essex/Village of Essex Junction Purchasing Policy

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

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

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

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

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

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

Town of Essex/Village of Essex Junction Purchasing Policy

proposal pricing. In cases where grant dollars are involved, the requirement of the grant will take precedence.

SIGNATURE AUTHORIZATION POLICY FOR VENDOR INVOICES

All vendor invoices must be approved by the Department Head of the purchasing

Town of Essex/Village of Essex Junction Purchasing Policy

department. The Department Head of the purchasing department may delegate vendor approval signature authority to one or more of the department's employees.

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

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

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

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

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

COMPETITIVE BIDDING POLICY

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

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

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

Town of Essex/Village of Essex Junction Purchasing Policy

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

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

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

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

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

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

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

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

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

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

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

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

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

MODEL BID AND PRICING FORMS

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

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

PRE-QUALIFICATION FOR SINGLE PROJECT

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

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

PRE-QUALIFIED VENDOR LIST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENTAL EXCEPTIONS

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

Public Works

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

Wastewater Treatment Facility (WWTF)

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

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

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

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

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

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

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

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

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

CONTRACTS

1. All contracts for services or construction shall contain the following indemnification and hold harmless language unless waived by the Unified Manager:

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

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

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

REAL PROPERTY

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

GRANTS

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

FUNDRAISING

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

RESTRICTED GIFTS

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

DISPOSAL OF PROPERTY/ASSETS

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

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

INSURANCE

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

NEW SERVICE VENDORS

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

CREDIT CARD USE POLICY

Departmental and Municipal Major Credit Cards

General

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

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

Authorization for Use of Departmental or Village Municipal Credit Card

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

Card Use

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

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

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

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

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

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

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

Unacceptable Uses

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

Transaction Allocation

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

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

Personal – Non-business Charges

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

Disputing Charges

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

Change in Employment Status

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

If Card is Lost or Stolen

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

Local Merchants Charge Cards and Revolving Charge Accounts

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

Authorization for Use of Local Merchant Charge Cards

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

Card or Account Use

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

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

Unacceptable Uses

- Personal items may not be purchased with Merchant Charge Cards

Town of Essex/Village of Essex Junction Purchasing Policy

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

Chair, Town of Essex Selectboard

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

President, Essex Junction Board of Trustees

Town of Essex/Village of Essex Junction

Signature Authorization Form

Department Submitting Form _____

Department Head Name (Printed) _____

Name of Employee (Printed) _____

Employee ID# _____

Employee Title _____

\$ Authorization Amount _____

Effective Date of Authorization _____

Employee Signature & Initials _____

Department Head Signature _____

MODEL BID AND PRICING FORMS

ATTACHMENT B

UNDER DEVELOPMENT

TO: TOWN OF ESSEX a Vermont Municipality:

NON-EMPLOYEE WORK AGREEMENT

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

To be completed by Municipality:

- Work to be performed _____
- Written contract? (circle one) **Yes** **No**
If yes, attach a copy of the contract. If no, Stop! Cannot use this form.
- Beginning and end date of work: 1/1/18 - 12/31/18
- Could this work be considered a normal municipal function? _____
- Is this type of work also performed by a town employee? _____
- Do you have necessary equipment (owned, leased, rented, borrowed or shared) to perform this work? _____

To be completed by Contractor:

Undersigned, sole proprietor, or partner owner of an unincorporated business, of _____ (name of business), of _____ (business address), hereby certify that

I am aware of my right to purchase Workers' Compensation insurance and have elected to purchase Workers' Compensation coverage as described below, or not to purchase Workers' Compensation insurance coverage: (Check one)

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

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

I affirm that:

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

Date: _____ Print Name: _____ Sign Name: _____

Municipal Representative Signature: _____

(See other side for Liability Hold Harmless Agreement)

LIABILITY HOLD-HARMLESS AGREEMENT

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

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

Valid, current, certificate of insurance is attached.

Date: _____

Print Name: _____

Witness: _____

Sign Name: _____

(See other side for Non-Employee Work Agreement)

Purchasing Policy
Attachment D

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

Card Holder _____

Card # _____

Date of Purchase _____

Amount of Purchase: _____

Description of and purpose for Purchase:

Authorized Signature: _____ Date Signed: _____

Memorandum

To: Town of Essex Selectboard and Village of Essex Junction Board of Trustees
From: Lauren Morrisseau, Finance Director; Sarah Macy, Assistant Finance Director
Re: Records Retention Policy and Finance Department Retention Plan
Date: September 26, 2018

Issue:

The issue is whether the Selectboard and Board of Trustees will accept the Records Management Policy and Retention Plan created by the Finance Department.

Discussion:

As part of the Town/Village alignment process, the Finance Department has developed a Records Management Policy for the Boards to review and eventually adopt. The Finance Department has also created an administrative Retention Plan for those records belonging to the Finance Department. Each department in the Town and Village will be required to develop a joint Retention Plan if there are identical departments in the Town and Village or an individual Retention Plan if the department is unique to the Town, like the Police and the Assessor. This policy will supersede the Records Retention Policy already in existence in the Village.

As operations continue to become aligned, having a current and concise policy accessible to all departments will allow for better management of records and available storage space. Filling requests for information is made easier by a well managed records storage system and a clean understanding of which records are maintained and which have been destroyed.

Cost:

There is no cost to this issue.

Recommendation:

10/1/18 - It is recommended that the Selectboard accept the Records Management Policy and Finance Department Retention Plan,

10/9/18 – It is recommended that the Trustees review and comment on the Records Management Policy and Finance Department Retention Plan,

10/11/18 – It is recommended that the Selectboard and Trustees approve the Records Management Policy and Finance Department Retention Plan.

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

Purpose:

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

Scope:

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

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

Policy Statement:

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

Records Management Guidelines:

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

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

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

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

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

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

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

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

References:

Uniform Laws, Standards and Procedures

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

General Record Schedules and Disposition Orders

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

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

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

Adopted by the Essex Selectboard on:

_____ (date)

Signatures:

Max G. Levy, Chair

R. Michael Plageman, Vice Chair

Elaine H. Sopchak, Clerk

Andrew J. Watts

Irene A. Wrenner

Adopted by the Village Trustees on:

_____ (date)

Signatures:

George A. Tyler, President

Andrew P. Brown, Vice President

Lori A. Houghton

Daniel S. Kerin

Elaine H. Sopchak

ATTACHMENT A MUNICIPAL RECORDS RETENTION PLAN

Records Retention Plan

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

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

Finance Department:

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

**TOWN OF ESSEX AND VILLAGE OF ESSEX JUNCTION
ATTACHMENT A - MUNICIPAL RECORDS RETENTION PLAN**

| FINANCE DEPARTMENT RECORDS RETENTION PLAN | | GRS Reference | | GRS Type | GRS Retention | Our Policy | Notes |
|---|----------------|--------------------|--|-----------|--|----------------------|---|
| General Record Schedule (GRS) Title | Type of Record | Specific Reference | | | | | |
| Accounting Records | | GRS-1000.1002 | | Invoices | Audit Complete + 0 years; Destroy (General) | Audit + 5 years | |
| Accounts Payable Invoices | | GRS-1000.1002.49 | | Warrants | Audit Complete + 0 years; Destroy (General) | Audit + 0 years | |
| Accounts Payable Warrants | | GRS-1000.1002.102 | | Audits | Superseded + 3 years; Destroy (General) | Permanent | Once an audit report (the audited financial statements) is issued it is rarely superseded which would happen in the case of a material or egregious error that would cause the same year's audit report to be reissued. GRS-1000.1002.10 and/or GRS -1000.1007.144 which refs GRS-1000.1102.144 |
| Cash Receipts | | GRS-1000.1002.77 | | Receipts | Audit Complete + 0 years; Destroy (General) | Audit + 3 years | Documents that provide evidence of money received and deposited including deposit tickets, bank receipts, and similar records. These would be the cash receipts bundles - in particular the stubs and slips that get wrapped into the bundle.. |
| Journal Entry Files | | GRS-1000.1002.144 | | Reports | Audit Complete + 0 years; Destroy (General) | Audit + 5 years | |
| Transfer Reports | | GRS-1000.1002.144 | | Reports | Audit Complete + 0 years; Destroy (General) | Audit + 3 years | System generated reports when records are transferred between accounting modules |
| Administrative Policy Records | | GRS-1000.1102 | | Policies | Superseded + 3 years; Confirm | Superseded + 3 years | |
| Budget Reports | | GRS-1000.1012 | | Budgets | Fiscal Year Ends + 3 years; Destroy (General) | Audit + 10 years | |
| Bid Documents | | GRS-1000.1126.149 | | Bids | Expired + 3 years; Destroy (Shred) | Expired + 3 years | |
| Contracts | | GRS-1000.1126.26 | | Contracts | Expired + 3 years; Destroy (Shred) | Expired + 3 years | |

**TOWN OF ESSEX AND VILLAGE OF ESSEX JUNCTION
ATTACHMENT A - MUNICIPAL RECORDS RETENTION PLAN**

| FINANCE DEPARTMENT RECORDS RETENTION PLAN | | GRS Reference | | GRS Type | GRS Retention | Our Policy | Notes |
|---|----------------|--------------------|--|------------|--|-------------------|--|
| General Record Schedule (GRS) Title | Type of Record | Specific Reference | | | | | |
| Payroll Management Records | | GRS-1009.1103 | | Returns | Completed/Closed + 4 years; Destroy (Shred) | Audit + 7 years | |
| 1099s | | GRS-1009.1103.151 | | Returns | Completed/Closed + 4 years; Destroy (Shred) | Audit + 7 years | |
| 941s | | GRS-1009.1103.151 | | Returns | Completed/Closed + 4 years; Destroy (Shred) | Audit + 7 years | |
| Payroll Register | | GRS-1009.1103.81 | | Registers | Superseded + 0 years; Destroy (Shred) | Permanent | Include the weekly payroll issues summary report and the accrued leave report |
| Time Sheets / Time Cards | | GRS-1009.1103.144 | | Reports | Audit Complete + 1 years; Destroy (Shred) | Audit + 5 years | This includes both time and expense certifications that are signed and submitted for payment. |
| W2s | | GRS-1009.1103.151 | | Returns | Completed/Closed + 4 years; Destroy (Shred) | 50 years | |
| Tax Appeals | | GRS-1570.1108 | | | | | |
| Payment Agreements | | GRS-1570.1108.5 | | Agreements | Expired + 3 years; Destroy (Shred) | Expired + 3 years | Written agreements changing the payment terms stated on the official bill. Written arrangements between parties including agreements to establish an extension of time for action or a settlement of claims. |

MEMORANDUM

To: Village of Essex Junction Trustees; Evan Teich, Unified Manager

From: Travis Sabataso, HR Director

TS

Date: October 4, 2018

Re: Revisions to Village of Essex Junction Personnel Guidelines

Issue

The issue is whether the Trustees will accept proposed revisions to the Village of Essex Junction Personnel Guidelines, appendix VI.

Discussion

The Village of Essex Junction Personnel Guidelines need to be amended to add the newly created "Assistant to the Manager" position to appendix VI. This position is proposed to be an exempt level position and will not be eligible for membership in the Village Association. After review of recent salary studies by Gallagher, Flynn and Company and The Vermont League of Cities and Towns it is proposed that the Assistant to the Manager position be placed in pay grade 8 of the Village of Essex Junction pay scale. Attached are track changes and clean versions of appendix VI.

Cost

None.

Recommendation

It is recommended that the Trustees adopt the proposed revisions to the Village of Essex Junction Personnel Guidelines.

APPENDIX VI
VILLAGE OF ESSEX JUNCTION
JOB STRUCTURE

| EXEMPT/ NON-EXEMPT | GRADE | JOB CLASSIFICATION/TITLE | PT/FT |
|-----------------------|-------|--|-------|
| NE | n/a | Library Substitute | PT |
| NE | n/a | Seasonal Grounds Maint./General Labor & Administrative Support | PT |
| NE | 0 | Library Assistant/Shelver | PT |
| NE | 1 | (No classifications at present) | |
| NE | 2 | Library Technical Ass't II Circ. Dept. | PT |
| NE | 3 | Library Technical Ass't I Circ. Dept. | PT |
| NE | 3 | Library Technical Ass't I Youth & Circ. Dept. | PT |
| NE | 3 | Equip Operator/Maint. Tech II | FT |
| NE | 3 | Wastewater Plant Attendant | FT |
| NE | 4 | Library Technical Assistant I Tech. Svcs. | PT |
| NE | 4 | Library Ass't Youth & YA Services | PT |
| NE | 4 | Secretary to Water Quality Superintendent | PT |
| NE | 4 | Office Assistant | PT |
| NE | 4 | Preschool Assistant Teacher | FT |
| NE | 5 | Assistant Youth Librarian | FT |
| NE | 5 | Assistant Librarian | FT |
| NE | 5 | Ass't Zoning Administrator/ Admin Ass't. to Community Dev. Director | FT |
| NE | 5 | Ec. Dev/Community Relations Ass't. | FT |
| NE | 5 | Equip Operator/Maint. Tech I | FT |
| NE | 5 | Equip Op/Maint. Tech/Crew Leader | FT |
| NE | 5 | Office Coordinator | FT |
| NE | 5 | Wastewater Plant Operator II | FT |
| NE | 6 | Accountant | FT |
| NE | 6 | Administrative Assistant | FT |
| NE | 6 | Circulation Librarian | FT |
| NE | 6 | Licensed Childcare Site Coordinator | FT |
| NE | 6 | Water System Technician | FT |
| NE | 6 | Youth Services Librarian | FT |
| E | 7 | Afterschool Enrichment Director | FT |
| E | 7 | Assistant Library Director | FT |
| E | 7 | Licensed Childcare Assistant Director | FT |
| NE | 7 | Preschool Head Teacher | FT |
| NE | 7 | Wastewater Plant Op I | FT |
| NE | 8 | Ass't Chief WW Plant Operator | FT |
| E | 8 | Grounds & Facilities Director | FT |
| E | 8 | Preschool Director | FT |
| E | 8 | Program Director | FT |
| NE | 8 | Public Works Foreman | FT |
| NE | 8 | Stormwater Coordinator/Wastewater Operator | FT |
| E | 8 | Assistant to the Manager | FT |
| E | 10 | Library Director | FT |

| EXEMPT/ NON-EXEMPT | GRADE | JOB CLASSIFICATION/TITLE | PT/FT |
|-----------------------|-------|--------------------------------|-------|
| E | 10 | Community Development Director | FT |
| E | 11 | Clerk/Treasurer/Tax Collector | FT |
| E | 11 | Licensed Childcare Director | FT |
| E | 11 | Water Quality Superintendent | FT |
| E | 11 | Public Works Superintendent | FT |
| E | 12 | Finance/MIS Director | FT |
| E | 13 | Recreation & Parks Director | FT |
| E | 13 | Manager | FT |

APPENDIX VI
VILLAGE OF ESSEX JUNCTION
JOB STRUCTURE

| EXEMPT/ NON-EXEMPT | GRADE | JOB CLASSIFICATION/TITLE | PT/FT |
|-----------------------|-------|--|-------|
| NE | n/a | Library Substitute | PT |
| NE | n/a | Seasonal Grounds Maint./General Labor & Administrative Support | PT |
| NE | 0 | Library Assistant/Shelver | PT |
| NE | 1 | (No classifications at present) | |
| NE | 2 | Library Technical Ass't II Circ. Dept. | PT |
| NE | 3 | Library Technical Ass't I Circ. Dept. | PT |
| NE | 3 | Library Technical Ass't I Youth & Circ. Dept. | PT |
| NE | 3 | Equip Operator/Maint. Tech II | FT |
| NE | 3 | Wastewater Plant Attendant | FT |
| NE | 4 | Library Technical Assistant I Tech. Svcs. | PT |
| NE | 4 | Library Ass't Youth & YA Services | PT |
| NE | 4 | Secretary to Water Quality Superintendent | PT |
| NE | 4 | Office Assistant | PT |
| NE | 4 | Preschool Assistant Teacher | FT |
| NE | 5 | Assistant Youth Librarian | FT |
| NE | 5 | Assistant Librarian | FT |
| NE | 5 | Ass't Zoning Administrator/ Admin Ass't. to Community Dev. Director | FT |
| NE | 5 | Ec. Dev/Community Relations Ass't. | FT |
| NE | 5 | Equip Operator/Maint. Tech I | FT |
| NE | 5 | Equip Op/Maint. Tech/Crew Leader | FT |
| NE | 5 | Office Coordinator | FT |
| NE | 5 | Wastewater Plant Operator II | FT |
| NE | 6 | Accountant | FT |
| NE | 6 | Administrative Assistant | FT |
| NE | 6 | Circulation Librarian | FT |
| NE | 6 | Licensed Childcare Site Coordinator | FT |
| NE | 6 | Water System Technician | FT |
| NE | 6 | Youth Services Librarian | FT |
| E | 7 | Afterschool Enrichment Director | FT |
| E | 7 | Assistant Library Director | FT |
| E | 7 | Licensed Childcare Assistant Director | FT |
| NE | 7 | Preschool Head Teacher | FT |
| NE | 7 | Wastewater Plant Op I | FT |
| NE | 8 | Ass't Chief WW Plant Operator | FT |
| E | 8 | Grounds & Facilities Director | FT |
| E | 8 | Preschool Director | FT |
| E | 8 | Program Director | FT |
| NE | 8 | Public Works Foreman | FT |
| NE | 8 | Stormwater Coordinator/Wastewater Operator | FT |
| E | 8 | Assistant to the Manager | FT |
| E | 10 | Library Director | FT |

| <u>EXEMPT/ NON-EXEMPT</u> | <u>GRADE</u> | <u>JOB CLASSIFICATION/TITLE</u> | <u>PT/FT</u> |
|-------------------------------|--------------|---------------------------------|--------------|
| E | 10 | Community Development Director | FT |
| E | 11 | Clerk/Treasurer/Tax Collector | FT |
| E | 11 | Licensed Childcare Director | FT |
| E | 11 | Water Quality Superintendent | FT |
| E | 11 | Public Works Superintendent | FT |
| E | 12 | Finance/MIS Director | FT |
| E | 13 | Recreation & Parks Director | FT |
| E | 13 | Manager | FT |

FYE 20 BUDGETS AND CAPITAL PROGRAM ADOPTION SCHEDULE

| | |
|-----------------------|--|
| October 1, 2018 | Finance Director provides Department Heads with budget sheets. |
| October 9, 2018 | Village Trustees set budget goals. |
| October 15, 2018 | Department Heads provide completed capital request sheets to Finance Director. |
| November 1, 2018 | GlobalFoundries provides FYE 20 estimated water use. |
| November 2, 2018 | Department Heads provide completed budget sheets to Finance Director. |
| November 5-9, 2018 | Finance Director prints out budget summaries for Department Heads. Revisions are made and final printout of budgets and non-general fund project budget summaries are provided to the Manager. |
| November 12-16, 2018 | Manager and Finance Director meet with Department Heads in regard to budgets. Revisions are made and operating budgets and non-general fund capital budgets are prepared for Trustees consideration. |
| November 13, 2018 | Manager presents General Fund Capital Plan to Trustees. |
| Week of Nov. 26, 2018 | Send water budget to GlobalFoundries before submitting budget to Trustees. |
| Week of Dec. 17, 2018 | Budget Day with Trustees. |
| January 8, 2019 | Trustees review budgets. |
| January 22, 2019 | Public Hearing on budgets and capital programs. |
| February 12, 2019 | Adopt budgets and capital programs, per Charter, Section 6.06. |
| February 26, 2019 | Adopt Warning for Annual Meeting (17 V.S.A. 2641(a)). |
| April 3, 2019 | Annual Meeting |



MEMORANDUM

TO: Village Trustees
 FROM: Evan Teich, Unified Manager
 DATE: October 9, 2018
 SUBJECT: Trustees Meeting Schedule

TRUSTEES MEETING SCHEDULE/EVENTS

| | |
|----------------------------|--|
| Oct. 11 7:00 PM | Joint Meeting with Selectboard at 2 Lincoln St. |
| Oct. 23 6:30 PM | Regular Meeting |
| Nov. 13 6:30 PM | Regular Meeting <ul style="list-style-type: none"> • Channel 17 annual update • Schedule FYE 20 budget day |
| Nov. 27 6:30 PM | Regular Meeting |
| Dec. 7 5:30-8:00 | <i>Village Tree Lighting and Train Hop</i> |
| Dec. 11 6:30 PM | Regular Meeting |
| Dec. 25 6:30 PM | Regular Meeting – <i>Cancel?</i> |
| January 8, 2019 6:30 PM | Regular Meeting <ul style="list-style-type: none"> • Review FYE 20 proposed budgets |
| January 22 6:30 PM | Regular Meeting <ul style="list-style-type: none"> • Public Hearing on FYE 20 budgets and capital programs |
| February 12 6:30 PM | Regular Meeting <ul style="list-style-type: none"> • Adopt FYE 20 budgets and capital programs |

**VILLAGE OF ESSEX JUNCTION
TREE ADVISORY COMMITTEE
MINUTES OF MEETING
SEPTEMBER 18, 2018**

MEMBERS PRESENT: Nick Meyer, Mary Jo Engel, Rich Boyers, and Tim Kemerer

ADMIN PRESENT: Darby Mayville

OTHERS PRESENT: Steve Rivard

1. CALL TO ORDER

The meeting was called to order at 5:34 PM by Nick.

2. MINUTES REVIEW

Mary Jo asked the minutes to be revised to note that she did not suggest interplanting ash trees.
MOTION BY NICK, SECOND BY MARY JO TO ACCEPT THE AUGUST MEETING MINUTES, WITH CHANGES. ALL IN FAVOR.

3. UPCOMING EVENTS

Nick said that the Darkroom Gallery would be hanging their tree exhibit later this week and would be holding a reception on October 13th. The Gallery asked Nick to create a poster so that interested attendees can learn more about the committee. This was drafted on the large computer screen. Darby will send the document to the Darkroom Gallery digitally later this week.

4. EAB MANAGEMENT PLAN

Warren submitted a draft plan, which was reviewed by the committee on the large computer screen. Several edits were made, and it was suggested that the document is converted into a Google Doc so that changes can be made in real time.

When the committee presents this plan to the Trustees, they also intend to ask for additional funds to be budgeted for ash tree removal.

5. BUDGET REVIEW

Darby said that she is continuing to work with finance to segregate the streetscape funds. Mary Jo said that the committee did not spend any money last month.

Tim reported that he had contacted Village Trustee Lori Houghton again regarding the committee's questions about the contents of the landscaping fund. Deputy Manager Greg Duggan will be following up with Development Director Robin Pierce on this issue.

6. OTHER

Nick noted that he and Warren had met with developer Gabe Handy regarding the possibility of transplanting a tree on one of his properties.

Steve noted that Branch Out Burlington was ready for Essex to use a section of their nursery. Nick suggested collaborating with the high school to find volunteers to help care for the trees.

7. ADJOURNMENT

The meeting was adjourned at 7:08 PM.

Respectfully Submitted: Darby Mayville

Brownell Library Trustees Meeting Minutes 09/18/18

Brownell Trustees in attendance: Christine Packard, Sheila Porter, Linda Costello, Dottie Bergendahl, Ann Wadsworth, Joe Knox, Beth Custer, Carrie Eagan, Andy Kolovos, Spencer Messier

Brownell Staff in Attendance: Wendy Hysko. Erna Deutsch

Other Attendees: Linda Hasan, Kristin Ballif, Jeanne Grant, Evan Teich

Meeting called to order at 7:00pm by Christine Packard

Christine introduced Spencer as the new Teen Trustee. All present introduced themselves.

1. Agenda Changes/Deletions

Dottie requested that a discussion of the Budget Working Group be added to the agenda.

2. Minutes of Tuesday, August 21, 2018

Ann identified that she, Sheila and Beth were not included in the list of attendees. Ann requested clarification of a statement about the status of the book room.

Dottie moved, Sheila seconded. Minutes approved as amended.

3. Financial Report

As of 09/17/2018 CD balance: \$2,728.89 , cash fund \$2,877.67. Dottie explained the distinctions between the accounts held by the Brownell Foundation.

We are two months into the fiscal year. All looks as expected.

Dottie obtained a copy of the most recent fiscal year 2018 report from the Village office. She notes that the actuals reported in it indicate at this time that we came in a little more than 6% under the budget. Trustees then discussed the particulars of the FY2018 budget. The primary reason for this savings is delays in filling open staff positions.

Trustees acknowledged the financial report.

4. Announcements

Director Hysko notified the trustees that Steamfest will be taking place in the Village this Friday and the library will be participating.

Andy shared that he and Assistant Director Tracy have developed a program to introduce adults to tabletop roll playing games that will begin next month.

Evan shared that the Village has closed off access to the library lot from Pearl Street. Trustees discussed the reasons for this decision and the potential impact of it. Discussion of access to the library by pedestrians and vehicles from various points ensued.

5. Reports: Library Director and Staff Report (enc)

Trustees discussed report of youth misbehavior in the library and noted the success of social worker involvement with patrons.

Christine asked Director Hysko about the Essex Police request for security footage in the library. Director Hysko described the library's response to the request. Discussion ensued about security camera footage access policy and the balance between patron privacy, staff security and law enforcement access.

6. Committee Reports

We have no committees

7. Foundation Report

Linda H. provided the Foundation report. Book sale room reopened in August. Foundation is looking for volunteers to assist with the book sale. Christine asked about the possibility of using Brownell Library website to advertise for volunteers. Andy suggest using the Facebook page. Linda H. stated that interested volunteers should contact her or Alison Pierce.

Director Hysko shared that the Foundation is beneficiary of income from Hannaford green bags this month.

8. Old Business

Trustee portrait display

Christine provided an overview of the rationale for creating a trustee portrait. We will wait until we have a full board to proceed.

Library Trustee Vacancies

We have two vacancies. Jeanne and Kristin will be interviewed by the Village Trustees soon.

Farmers Market

Director Hysko renewed discussion of a Brownell Trustee presence at the Farmer's Market. She presented the idea of holding a "Pop Up Library" at Maple Street Park. Evan discussed the rules governing use of the lot that hosts the Farmer's Market. Discussion of Trustee presence at the Farmers Market will be taken up again in the spring.

Budget Working Group

Dottie asked about scheduling a meeting of the budget working group. Dottie proposed scheduling a meeting in the next several weeks.

9. New Business

Linda Costello asked the staff about bringing a Native American storyteller to the library. Erna explained that it is in process.

Linda C. reiterated her interest in the library doing more outreach to local schools. Director Hysko and Erna shared that the library had reached out to Summit, Hiawatha and Flemming schools, and several classes visited the library. Mary K. has been to the Essex High School as well.

Dottie discussed the drop off in enrollment in Vermont schools. She expressed curiosity regarding a potential correlation between any drop in enrollment in Essex schools and a decline in circulation statistics. Kristin noted that, based on her research, enrollment in Essex High School has declined. Director Hysko discussed various factors that have influenced ebb and flow in youth circulation.

Erna mentioned a library program to reach out to new parents in Essex Village that has been supported by Rotary. Beth mentioned a program in Hinesburg that dedicates a book in the library to newborn children in town.

Dottie asked about the First Wednesday Program. Erna brought information to the Trustees.

10. Adjournment

Sheila moved to adjourn. Dottie seconded. Meeting adjourned at 8:04pm.

Minutes submitted by: Andy Kolovos

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

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

9 Absent: Max Levy
10

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

15 1. CALL TO ORDER

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

18 2. AGENDA ADDITIONS/CHANGES

19 3. APPROVE AGENDA

20 There were no agenda additions.
21

22 4. PUBLIC TO BE HEARD

23 There were no members of the public present.
24

25 5. BUSINESS ITEMS
26

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

95
96 The committee agreed it should recommend that both boards jointly retain Mr. Richardson as
97 special counsel for this project. He would have access to the members of this committee, as
98 well as Mr. Teich, Mr. Duggan, and Ms. Morrisseau. The committee asked Mr. Duggan to inform
99 Mr. Richardson that his representation would be discussed by both boards and to invite him to
100 the October 11th joint meeting. Mr. Duggan will share with Mr. Richardson the materials the
101 committee has generated thus far, and will inform him that the retainer period will likely be 1-2
102 years. Mr. Duggan will also inform both the Town and Village attorneys of the boards' decision.
103

104 Ms. Sopchak moved that the committee recommend to both boards that they jointly retain Mr.
105 Richardson as special counsel for this project. Ms. Wrenner seconded. The motion was
106 approved 3-0.
107

108 e. Next steps

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

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

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

116

117 6. ADJOURN

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

**VILLAGE OF ESSEX JUNCTION
CAPITAL PROGRAM REVIEW COMMITTEE MEETING
MINUTES OF MEETING
October 2, 2018**

TRUSTEES PRESENT: Andrew Brown (Chairman), Kevin Collins, Tim Dall, Amber Thibeault
ADMINISTRATION: Evan Teich, Unified Manager; Lauren Morrisseau, Village/Town Finance Director & Assistant Village Manager; Rick Jones, Public Works Superintendent
OTHERS PRESENT: Cathy Ainsworth (Recording Secretary)

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

Chairman Andrew Brown called the meeting to order at 6 PM.

2. AGENDA CHANGES/ ADDITIONS

MOTION by Andrew Brown, **SECOND** by Amber Thibeault, to approve the agenda, amended to include "Approve the 5 Year Capital Plan" prior to the "Discussion of Funding Options for Capital Projects". **VOTING: unanimous (4-0); motion carried.**

3. PUBLIC COMMENTS

None

4. APPROVE THE 5 YEAR CAPITAL PLAN

Noting the Village of Essex Junction's Charter, which states that the Manager shall prepare and submit to the Trustees a five year Capital Plan at least three months prior to the final date for submission of the budget, the committee reviewed the General Fund Capital Reserve Plan spreadsheets provided by Lauren Morrisseau. The ranking of projects from FYE20-26 are as follows:

- FY20-21: Lamoille Water Line Replacement (Ranked 70)
- FY22: South Street Drainage (Ranked 86)
- FY23-24: Iroquois Ave. Road and Waterline rebuild (Ranked 72)
- FY25-26: Rosewood Lane Sidewalk/ Roadway Reconstruction (Ranked 62)

Ms. Morrisseau pointed out that the South Street project was pushed out to FY22, to provide time for a grant search to cover some of the cost. The committee discussed a list of future projects, outlined on the spreadsheet, which are not yet scheduled but have been ranked. Andrew Brown noted that the cost of this list is over nine million dollars and Ms. Morrisseau explained that the list assumes 5% inflation for each year, so if some are scheduled sooner there could be cost savings.

The Committee discussed the General Fund Capital Reserve Funding & Fund Balance chart. Ms. Morrisseau pointed out that, if the tax rate remains at 7.5%, the plan would result in a -\$304,109 balance in FY24. This is due, in part, to the Iroquois Project's high expense. The committee discussed the possibility that this plan could change over time, but that these high ranking projects must remain. Evan Teich noted that constantly changing economic factors affect project costs.

MOTION by Tim Dall, SECOND by Andrew Brown, to approve the Capital Plan as presented, subject to change based on available funding. VOTING: unanimous (4-0); motion carried.

5. DISCUSS FUNDING OPTIONS FOR CAPITAL PROJECTS

Ms. Morrisseau walked the committee through four General Fund transfer strategies that could be considered for Capital Project expenses. She pointed out that the current increase of 7.5% costs a \$280,000 home owner \$6 per year, while a 15% tax would result in \$12 per year in this year:

| Transfer rate of increase | FYE24 Ending Fund Balance | FYE26 Ending Fund Balance |
|---------------------------|---------------------------|---------------------------|
| 7.5% (current rate) | -\$304,109 | -\$928,825 |
| 10% | -\$154,261 | -\$614,405 |
| 12.5% | \$ 5,466 | -\$267,934 |
| 15% | \$175,605 | \$113,539 |

Ms. Morrisseau explained that cost savings considerations included: moving the West Street Intersection, South Street and Lincoln Hall parking lot projects out of the future and into FYE20.

Mr. Brown noted that even with a 15% tax increase to cover the 5 scheduled projects there would still be \$8.5 million unaccounted for to address the ranked, future projects. The committee discussed cost savings measures to consider, including use of in-house staff for some projects, instead of contracting out, and the potential to collaborate with the Town of Essex.

Amber Thibault brought up the need for public discussion and information-sharing at the Annual meeting. Kevin Collins pointed out that the situation needs a long-term solution and the committee discussed the merits of increasing taxes versus proposing a bond.

The committee discussed tax inequities between the Town Outside the Village and the Town In the Village. Mr. Collins recommended that no borrowing take place until after a merger but, if the merger does not come to fruition within the next couple years, he wondered if there could be the formation of two capital districts. Mr. Teich pointed out that the shared governance structure is going well and there will be an attorney review of this soon. He said that splitting shared costs by 70% village and 30% town is becoming acceptable. The committee discussed the merits of possibly sharing the Town Engineer for Village work or hiring a 1FTE employee toward project costs. Tim Dall and Mr. Teich pointed out that self-performed work vs. contracting can save money, result in better wages, and encourage responsible purchasing.

Mr. Teich explained that an Impact Fees Study for the Town and Village, from the Town perspective, is in order. The committee discussed the need to research Local Option taxes including Event and/or Amusement Taxes as well as Rooms and Meals taxes.

Mr. Collins said that a recommendation should take into consideration that sometimes things change and projects can become more urgent based on unpredictable circumstances. He agreed that some increase in the transfer is in order. Mr. Dall requested a suggestion by Mr. Teich. Mr. Teich suggested that the committee consider at least a 15% increase for a couple years with plan to revisit this.

Mr. Brown requested the committee members provide any questions on this subject by Monday 10/8/18, to be answered by Evan in preparation for the next meeting. The committee decided that the next meeting would focus on short term solutions and community outreach. They will present the capital plan to the Trustees at an October meeting, focusing on the 7.5%-15% comparison and pointing out that 15% keeps the plan solvent while also addressing the scheduled projects, but if any unscheduled projects need to be scheduled sooner the transfer may need to increase to more than 15%.

6. REVIEW AND APPROVE MINUTES OF PREVIOUS MEETING 9/4/18

Kevin Collins proposed an amendment to the minutes by adding the words "discussion of" after "Kevin Collins suggested a" in the first sentence of the last paragraph, under agenda item 4.

MOTION by Tim Dall, SECOND by Amber Thibeault, to approve the minutes as amended.

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

7. ADJOURN

MOTION by Andrew Brown, SECOND by Amber Thibeault, to adjourn the meeting.

VOTING: unanimous (4-0); motion carried

The Meeting Adjourned at 7:07 PM

Respectfully Submitted,
Cathy Ainsworth



GBIC

Good Jobs In A Clean Environment

RECEIVED

SEP 26 2018

Village of Essex Junction

September 24, 2018

Evan Teich, Unified Manager
Village of Essex Junction, and Town of Essex
2 Lincoln Street
Essex Junction,
VT 05452

Dear Evan:

On behalf of the GBIC Board of Directors and Staff, we want to thank the Village of Essex Junction and the Town of Essex for their continued support of the programs and services of the Greater Burlington Industrial Corporation.

Fundraising is a most humbling and challenging activity for a non-profit corporation and we sincerely appreciate your support. Your contribution will enable us to continue serving the municipalities and businesses of Chittenden County throughout this upcoming year.

Again thank you for helping us to build a better economic future for our area residents and the State of Vermont!

Sincerely,

Curt Carter
Senior Vice President

Patricia Benoit

Subject: FW: Essex CSWD ReUse Zones

From: jessebordeau@aim.com

Date: September 26, 2018 at 8:53:53 AM EDT

To: eteich@essex.org, gduggan@essex.org

Subject: Essex CSWD ReUse Zones

Dear Town Manager/Selectboard,

I attended the Village Trustees meeting last evening, on 9/25/18, and stayed for the discussion regarding the closure of the ReUse Zones at the CSWD drop-off centers. While the the discussion provided a general overview of a few aspects of the issue, I feel that it should be explored in greater depth a future meeting. I would like to request that the item be placed on one of the Essex Selectboard's future agenda's. I have spoken to over a hundred CSWD customers over the past seven weeks and many of their (and my) concerns still remain unaddressed. I will outline them below.

The first concern is regarding the history of CSWD's decision to eliminate the ReUse Zones. On June 16th CSWD held a special "strategic" retreat meeting to discuss their DOC facilities. This is the first time in CSWD's history they have held such a meeting about their DOC's. Prior to the meeting they made no indication to the public that they would be discussing or evaluating the ReUse Zones. Nor did they identify the Zones as being a problem at any of their previous public or executive meetings. Then suddenly at the retreat meeting the Zones came up and, out of thin air, they were an apocalyptic problem. So much so that the Board held an impromptu vote and decided to close them, effective Sept. 29th. The vote was based on very limited (and questionable) data, none of which was made available to the public prior to the meeting. I find this to be very concerning. A public utility shouldn't be pulling such a ploy. There should've been a public discussion before the item made an agenda let alone having it be voted on.

Secondly, CSWD is angling that the ReUse Zones must be shutdown because dangerous and hazardous items are being left inside. Such as: rat poison, a bottle of aspirin, spent ammunition, etc. However, CSWD has yet to provide proof of this claim. They have offered no pictures. No written reports. No data on the frequency of such items being left inside. Nothing. I can also personally testify that I have never seen any items of the sort. I own a bookstore and I frequent at least one of the Zones per day looking for discarded books. I've been doing this for the past twelve years and I have never heard of a solitary incident pertaining to an item being placed inside one of the Zones. I feel if this is one of the main reasons for their closure it's essential that they provide the public with some sort of documentation, data, or evidence.

Also, to the broader issue of safety. Less than a year ago CSWD put out a survey to their customers. Out of the 1,369 people who participated only a mere one person thought the safety at the ReUse Zones were poor. More people actually thought the safety at the recycling areas were poor. *data is sourced from CSWD's June 2018 retreat packet: <https://cswd.net/wp-content/uploads/CSWD-brd-packet-6.16.18-retreat.pdf> (survey data starts on page 19). While I understand CSWD staff is more inept to recognizing dangerous items. Nearly 1,400 customers is a fairly large source or indicator. I would presume that if threatening items were really being left in the Zones, on any sort of a basis, more than one person would indicate that the safety at the Zones were poor.

In addition, CSWD is stating that their DOC's have become increasingly more crowded over the past few years and that they have been handling more volume of materials. However, from their own data it shows that their annual DOC visits have been declining. (from the same retreat pdf file from above, page 11).

2016 annual DOC visits = 356,202
2017 annual DOC visits = 349,219
2018 project annual DOC visits = 332,212

Also, from the same file, under the Waste Diversion Report. It indicates that they have actually been handling less volumes of materials over the years in many of the categories such as paper, and wood, etc.

Another safety issue that CSWD sites is traffic congestion. While I can understand this. I feel they're scapegoating ReUse Zone users. From their own data, they state that 3.5% of visits are people who are just shopping. If there's a line of 50 cars waiting to enter a mere one or two cars is entirely to blame? Also, at their Burlington and South Burlington DOC's ReUse Zone users aren't even a part of the forming line at all. They can pull into a separate parking area. Furthermore, the culprits of the traffic congestion are the trucks or vans with a bunch of various items inside. Sometimes it takes the operator 5+ minutes to go through their load. They have to exit the booth and examine everything that's inside. They then have to explain to them were everything goes and then they have to wait for them to write out a check. Were as when a shopper goes through they don't even have to stop their vehicle. They say "hi just shopping." Zero hold up time here. Maybe they should make people with large drop-off loads go to a centralized facility?

Also, our CSWD rep. indicated that cars backing up at the ReUse Zones could be dangerous because they may back into to a person or another vehicle. I will observe that the two or three accidents I have witness at the Essex DOC have been at the trash area. They were minor fender benders or people backing into the support beams. Typically ReUse Zone patrons at the Essex DOC pull up to the side of the Shed and leave by merely going forward and not having to back up at all.

Now on to the issue of not enough workers. I have noticed the opposite. I have noticed an increase in staffing. For instance, at the Williston DOC previously they would only have one person working on a Monday. Now on Mondays they have two workers. So increased staffing, less materials, less annual visits = not enough time to manage the Zones?

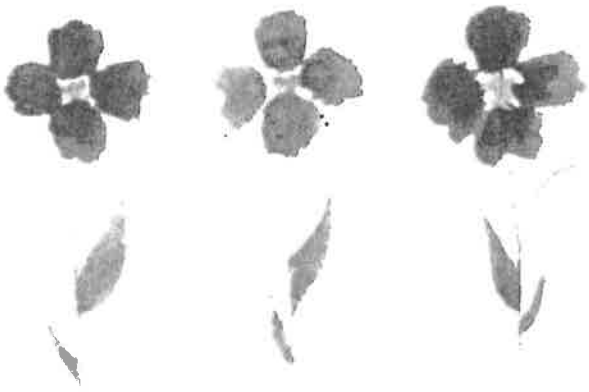
There's also some deception about not charging people for putting items in the ReUse Zones. I've always been charged for putting items in there such as: bikes, kitchen ware, gardening supplies. Sure, I guess maybe people sneak things in there. That's a shame. But, maybe the operators could screen better at the booth? Or even just ask customers if they intend to put anything in there? Or how about some signage? There's literally no signs on the front of the Zones. No lists of what can and can't go in there at the DOC facilities themselves. It's no wonder abuse could occur.

With regards to the new Chinese National Sword policy you would think CSWD would be doubling down on Reuse. In the end it will cost them more money because they will now have to pay to get rid of things like books, glass jars, plastic storage containers, etc. If these items were in the Zones people would take them. This makes me questions their commitment to the District. In their mission statement they claim their "mission is to reduce and manage the solid waste generated within Chittenden County in an environmentally sound, efficient, effective and economical manner." When the Zones are closed many useful items will end up in our states solitary. People aren't going to drive to five different locations to drop-off five different things. If they do it would create a greater carbon footprint. Plus, there's many items that thrift stores wont accept that people will take from the Zones. I feel because of these reasons it could be a violation of Act 148. Which states "they must prevent waste from being generate, promote sustainable materials management, minimize reliance on waste disposal, conserve resources, minimize energy consumption, reduce greenhouse gas emissions."

In conclusion, I'm acutely disappointed with the decision and the lack of public out reach. I feel the end result will be many useful items needlessly entering the Chittenden County waste steam. It's also very frustrating that they never bothered to remedy the problems before they voted to close them. I've talked to over a hundred customers over the past seven weeks and they all feel the same way. It feels as though the residents desires aren't being protected. I hope you will be able to address these concerns at a future Selectboard meeting. I greatly appreciate your time and consideration.

Best Regards,
Jesse

thank you thank you



RECEIVED
SEP 28 2018
Village of Essex Junction

thank you thank you

Dear Village Trustees

We want to again
thank you for your
unwavering support for
steAmfest 2018.

"They" say year 2 is
more challenging & "they"
went wrong...

Weather was not our
friend and yet many people
showed up, had an amazing
experience & again gave
us very positive feed back. →



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We so appreciate your
support and hope to
have another opportunity
to produce steAmfest 2019

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PRINTED IN THE USA

Kristina
team steAmfest

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
SUBJECT: Winter Operations Plan for 2018-2019

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

reduce the number of school bus pick-up points. This was done after all Town budgets were approved for the current fiscal year. The routes and pick-up points were announced just prior to the start of school. This decision has a significant impact on Town Public Works winter operations but little impact on Village winter operations. The details follow:

- 1) Road and sidewalk coverage in the past has concentrated on the roads with the highest traffic volume and steepest hills and the sidewalk coverage has been defined both along some of those same roads and to the approximate central area of subdivisions. On some of the streets, there are no sidewalks (examples are in the Tanglewood Drive and Perry Drive/Lavigne Road areas). On others, sidewalk plowing has not been provided in the past due to limited resources.
- 2) Based upon phone calls and e-mails to the Department, there appears to be an expectation on the part of some that Public Works should provide added coverage for all the busing changes.

The Town has not planned for nor does it have the resources to plow all sidewalks in the Town and also cover all the plow routes within any reasonable expectation of coverage or performance.

From a personnel basis, the Town has 7 experienced equipment operators (including the Superintendent), 2 operators that have plowed only one season, a new full-time employee with some plowing experience, one water-sewer employee and one Parks and Recreation fully-trained employee, for a total of 12 full time employees. There are also 2 to 3 inexperienced temporary employees who will be used. There are 13 routes to be covered, which includes both sidewalk plow routes and the buildings/ public parking lot route.

The Town has no back-up vehicles to cover a vehicle that may be out of service. A new sidewalk plow has been ordered but is unlikely to be in service until early January. The other two sidewalk plows are either old (17 years) or questionable from a historical reliability standpoint.

In an attempt to address some of these issues, temporary help will be used on the few vehicles and sidewalk plows that do not require a Commercial Driver's license. A combined road/sidewalk route in the area of the Town Center will be done by contract. The contract cost is \$22,256.61 and the winter budget for contracted services is \$22,000. A rental piece of equipment is being sought to cover the sidewalk clearing for early in the winter (as a back-up).

The extent of sidewalks to be cleared has been expanded to provide coverage on the higher volume roads where students are expected to walk to school. This appears to be within the capability of the Town to do with the resources on hand. Pages T4 through T11 provide the details on these changes as well as the sidewalk clearing maps in the Appendix.

The Town did obtain additional contract prices for plowing the following sidewalks: Saybrook, the Woodlands from 17 Sydney to 2 Lang Drive, the Old Stage Road bikepath, additional sidewalks on Craftsbury, Cabot, Chelsea and Londonderry, Old Stage, Peacham, Willoughby, Cavendish, Pomfret, Fox Run and Thistle. The proposed additional cost is \$17,407.54. There are no budget funds to cover this cost and there are no plans to add these areas due to the unbudgeted costs.

VILLAGE ISSUES:

There does not appear to be any significant issues with respect to the Village portion of the plan.

REVIEW and PUBLIC NOTICE:

A draft external version of the Winter Plan has been provided for reading and comment for the Village and Town first meetings in October. The schedule for Selectboard public input and discussion as an action items is for this to occur on Monday, October 15, 2018. The schedule for the Trustees public input and action is for this to occur on the 23rd of October. A presentation on the content and changes to the document will be provided at those Public meetings.

The intent is to provide the document as a draft on the Town and Village websites following the first meetings in October. This will provide the Selectboard and Trustees with the opportunity to review the content of the document prior to full release.

Final approval action can be taken at the time of the public presentations. It is anticipated that the public may be more involved in the discussion of this year's plan than in the past. It is important that the policies and procedures for the winter be set by the respective Boards for Public Works to implement prior to the onset of winter.

The final approved documents will then be placed on the Town and Village websites and remain there throughout the coming winter.

RECOMMENDATION: It is recommended that the Selectboard and Trustees approve the Winter Operations Plan for 2018-2019, subsequent to hearing input from the public.

**TOWN OF ESSEX
VILLAGE OF ESSEX JUNCTION
PUBLIC WORKS
WINTER OPERATIONS PLAN
PUBLIC VERSION**

2018-2019



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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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- Appendix B ~~Town Vehicle/Route Assignments~~ (Internal Distribution)
- Appendix C Town Equipment for Snow Operations
- Appendix D Maps of Highway Routes (Town)
- Appendix E ~~Town Notification List~~ (Internal Distribution)
- Appendix F Town Winter Materials Usage Report
- Appendix G Town Towing Ordinance

SECTION 3

WINTER OPERATIONS SPECIFIC TO THE VILLAGE OF ESSEX JUNCTION

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Appendices

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- 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

RESOLUTION

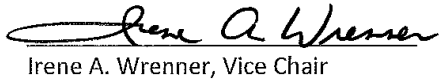
BE IT RESOLVED that the Board of Selectmen of the Town of Essex and the Trustees of the Village of Essex Junction adopt the following statements of policy regarding winter snow and ice clearing operations:

- 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.

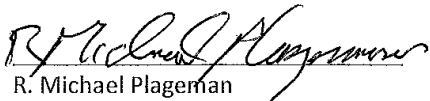
Town of Essex Selectboard


Max G. Levy, Chair

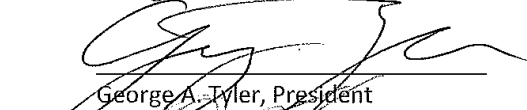

Irene A. Wrenner, Vice Chair

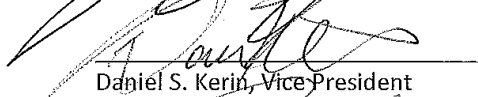

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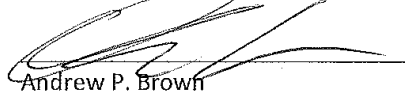

Brad M. Luck

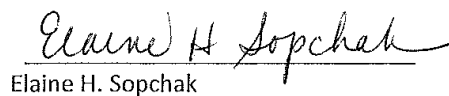

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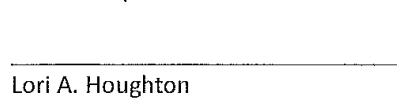
Village of Essex Junction Trustees


George A. Tyler, President


Daniel S. Kerin, Vice President


Andrew P. Brown


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; www.nws.noaa.gov and 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.

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 Departments 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.

APPENDIX 4

Material Application Guidelines

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.

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

* 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 Ca Cl² added o NaCl can melt ice as low as -10°

Deicing Application Rate Guideline 12' of pavement (one lane)

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

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

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

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.

APPENDIX 11

Warning Notes/Fliers

- 1. PARKING BAN**
- 2. CHILDREN WARNING**
- 3. SNOW ON WALKS**
- 4. HIT MAILBOX**
- 5. MAILBOX INSTALLATION/CORRECTION**

**Town of Essex
Village of Essex Junction
Department of Public Works
Police Department**

Town Public Works 878-1344
Village Public Works 878-6944
Police Dept. 878-8331

“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.

**Town of Essex
Village of Essex Junction
Department of Public Works
Police Department**

Town Public Works 878-1344
Village Public Works 878-6944
Police Dept. 878-8331

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.

**Town of Essex
Village of Essex Junction
Department of Public Works
Police Department**

Town Public Works 878-1344
Village Public Works 878-6944
Police Dept. 878-8331

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.

**Town of Essex
Village of Essex Junction
Department of Public Works**

Town Public Works 878-1344
Village Public Works 878-6944
Police Dept. 878-8331

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.

**Town of Essex
Village of Essex Junction
Department of Public Works
Town Public Works 878-1344
Village Public Works 878-6944**

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**

American Association of State Highway and Transportation Officials (AASHTO) "A Guide for Erecting Mailboxes on Highways"

- **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**

APPENDIX 12

Vermont Supreme Court Ruling 2010

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>

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

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Appendices

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| Appendix A | Organizational Chart of the Town Public Works Department |
| Appendix B | Town Vehicle/Route Assignments (Internal Distribution) |
| Appendix C | Town Equipment for Snow Operations |
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| Appendix E | Town Notification List (Internal Distribution) |
| Appendix F | Town Winter Materials Usage Report |
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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, Maplelawn, 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

- 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.~~

(33) North side of Freeman Woods to and around cul-de-sac.

~~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.

| | 2016-2017 (actual) | 2016-2017 (budget) | 2017-2018 (actual) | 2017-2018 (budget) |
|------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Overtime (hours) | 2,642 | 4,150 | 3,571 | 4,150 |
| Sand (tons) | 5,653 | 4,700 | 7,962 | 4,600 |
| Salt (ton) | 1,359 | 1,700 | 1,663 | 1,600 |

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

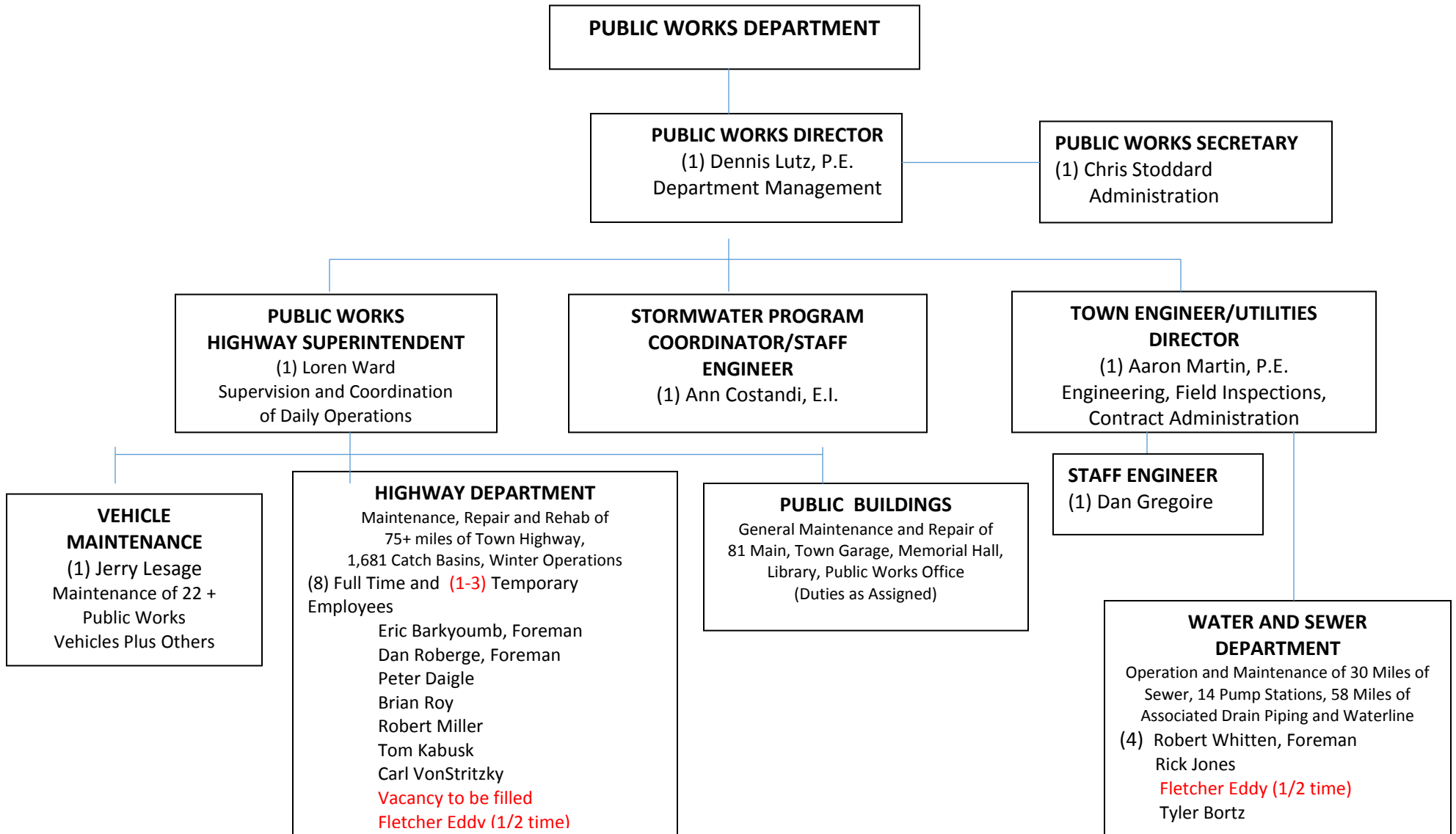
Because of the volume of complaints specific to objects in the Town right-of-way and damage to property, the following Town policy has been established:

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



SECTION 2, APPENDIX B

2018-2019

VEHICLE AND ROUTE ASSIGNMENTS

NOT AVAILABLE IN PUBLIC VERSION

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)

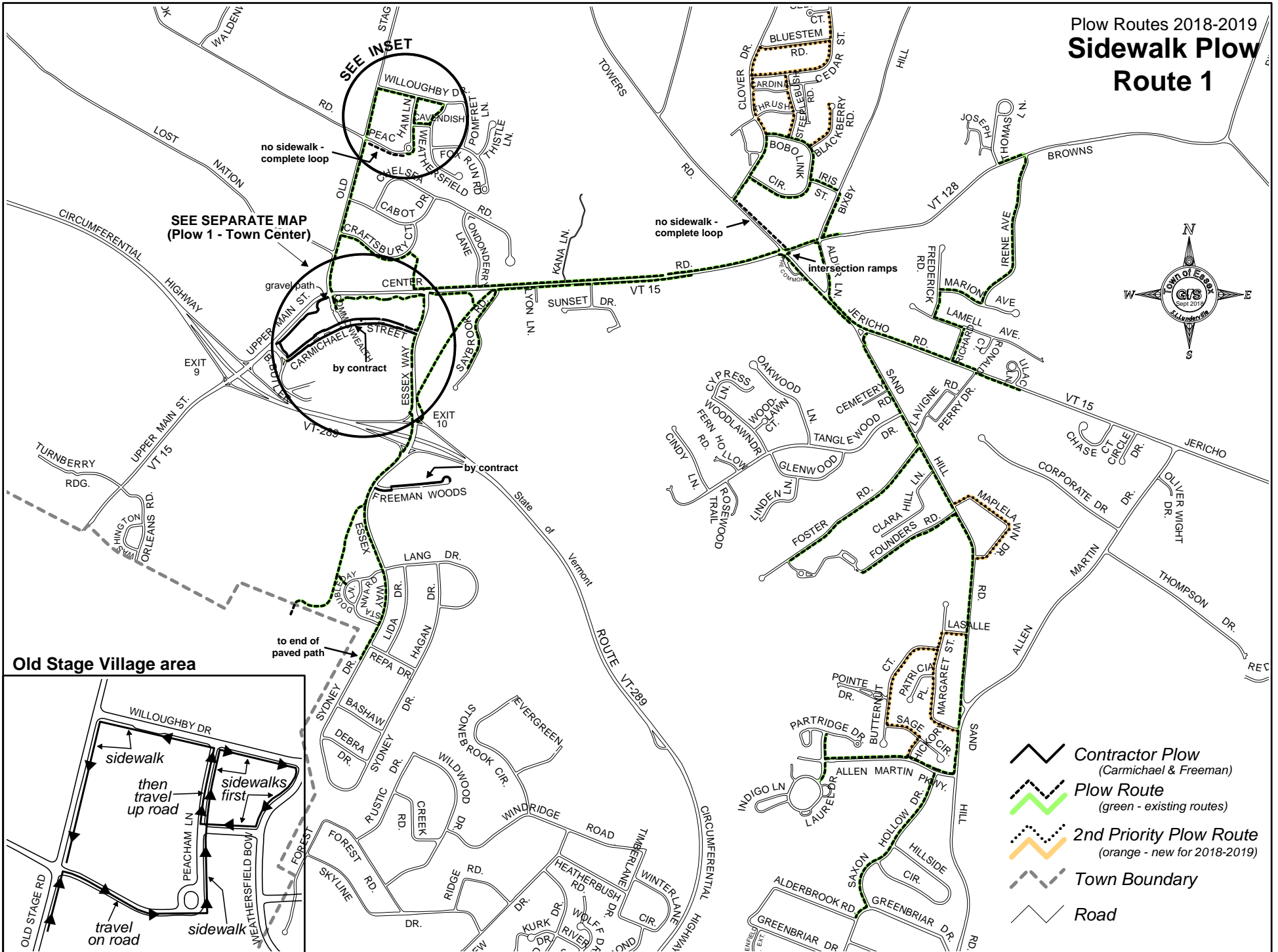
SUPPORT EQUIPMENT

- 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 SEPARATE MAP
(Plow 1 - Town Center)

SEE INSET

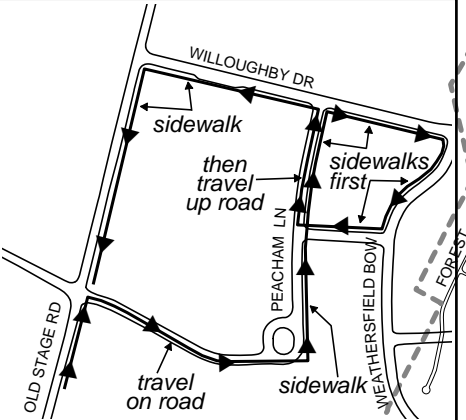
no sidewalk -
complete loop

no sidewalk -
complete loop

intersection ramps

to end of
paved path

Old Stage Village area



- Contractor Plow
(Carmichael & Freeman)
- Plow Route
(green - existing routes)
- 2nd Priority Plow Route
(orange - new for 2018-2019)
- Town Boundary
- Road

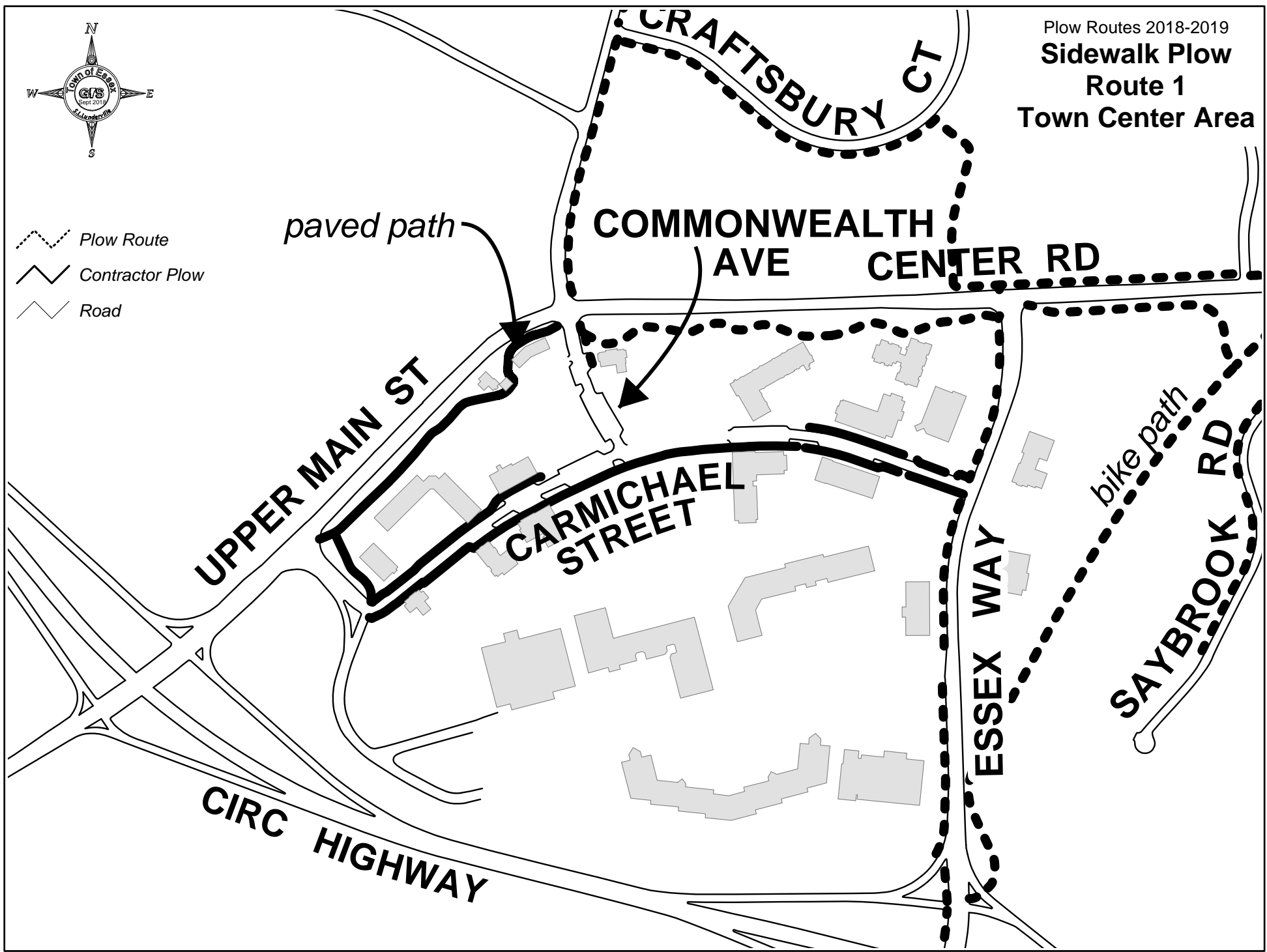


Plow Routes 2018-2019
Sidewalk Plow
Route 1
Town Center Area

- Plow Route
- Contractor Plow
- Road

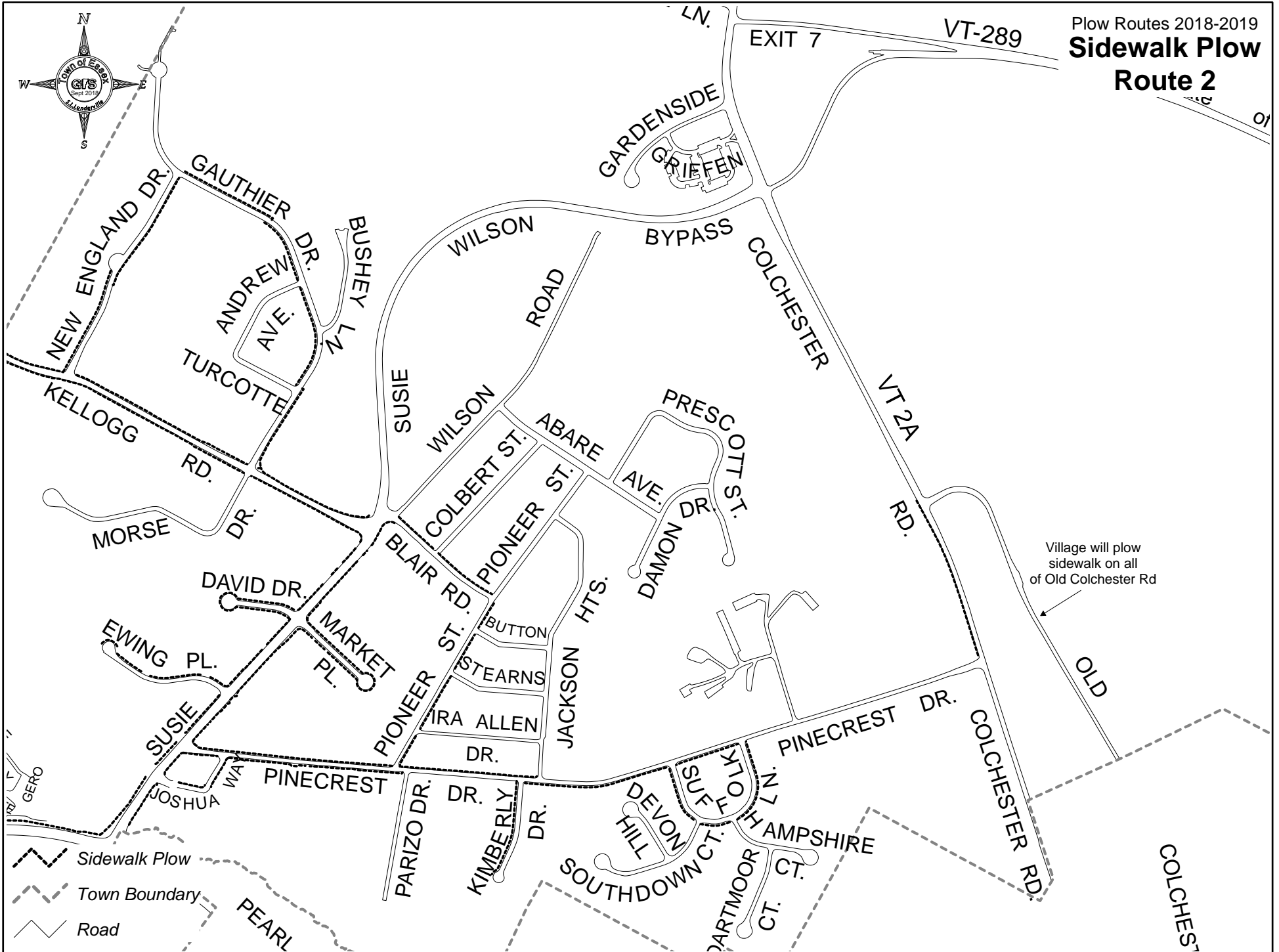
paved path

bike path



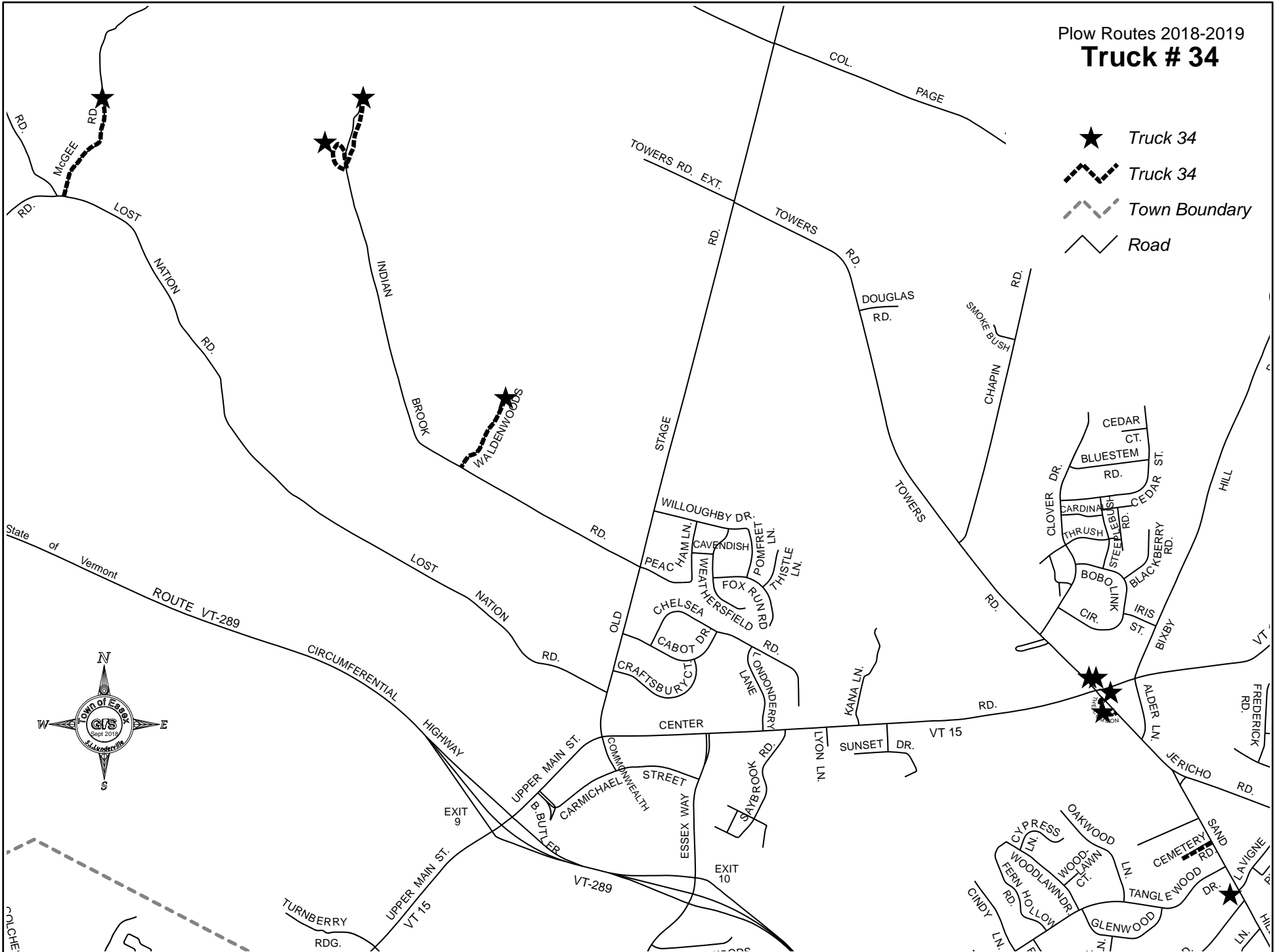


Plow Routes 2018-2019
**Sidewalk Plow
Route 2**








Plow Routes 2018-2019
Truck # 34

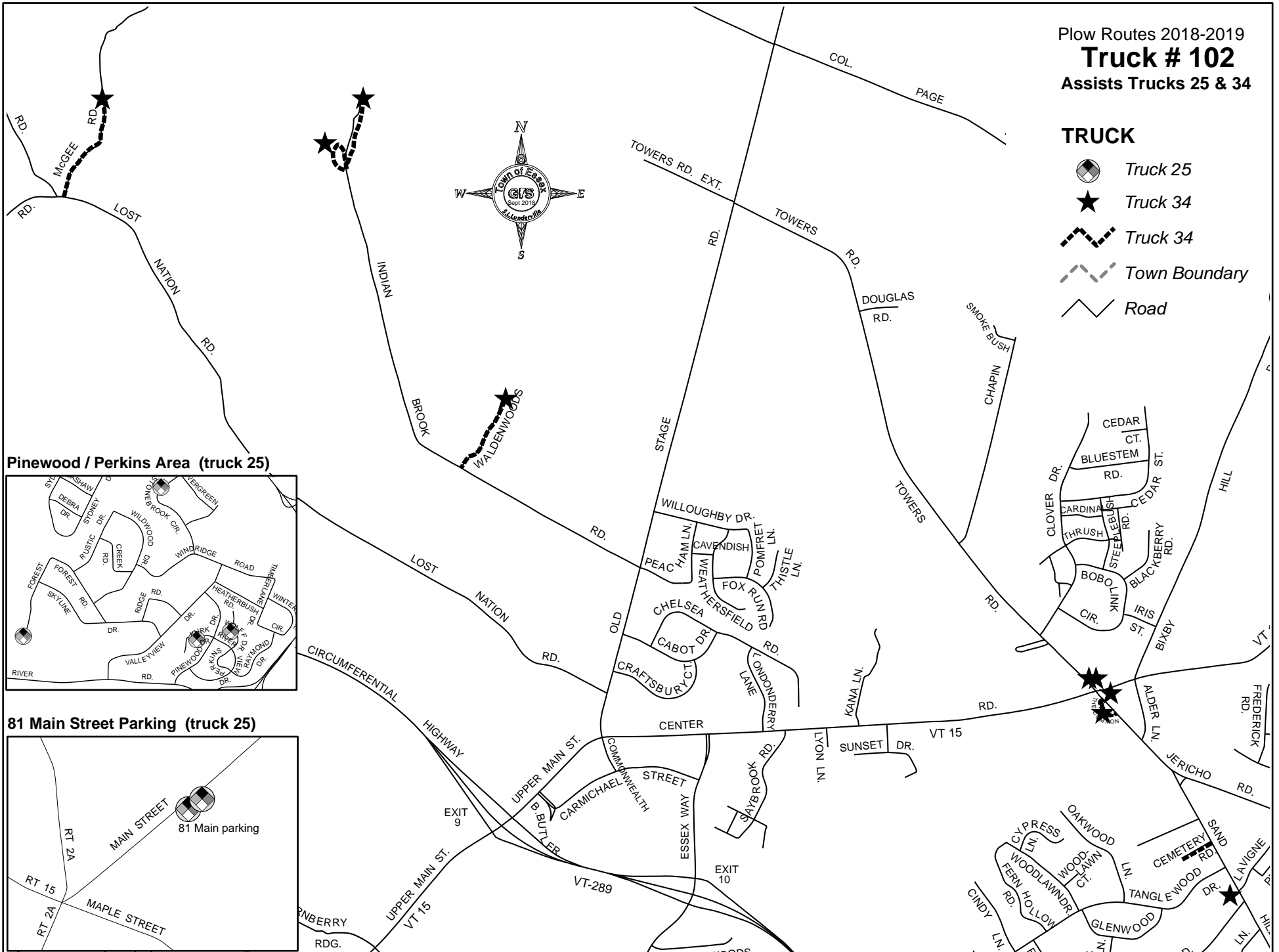
- ★ Truck 34
- ⚡ Truck 34
- - - Town Boundary
- Road



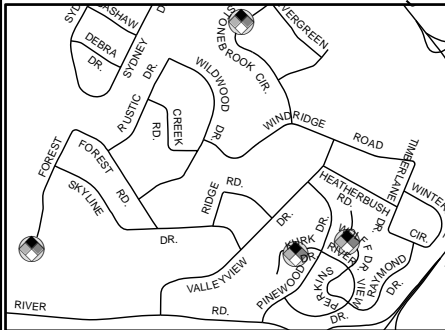
Plow Routes 2018-2019
Truck # 102
 Assists Trucks 25 & 34

TRUCK

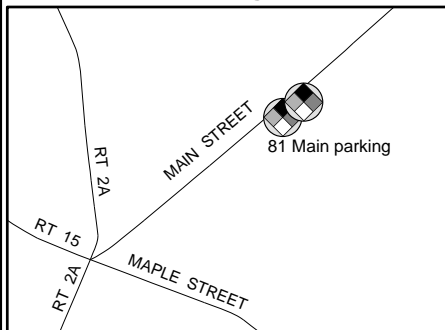
-  Truck 25
-  Truck 34
-  Truck 34
-  Town Boundary
-  Road



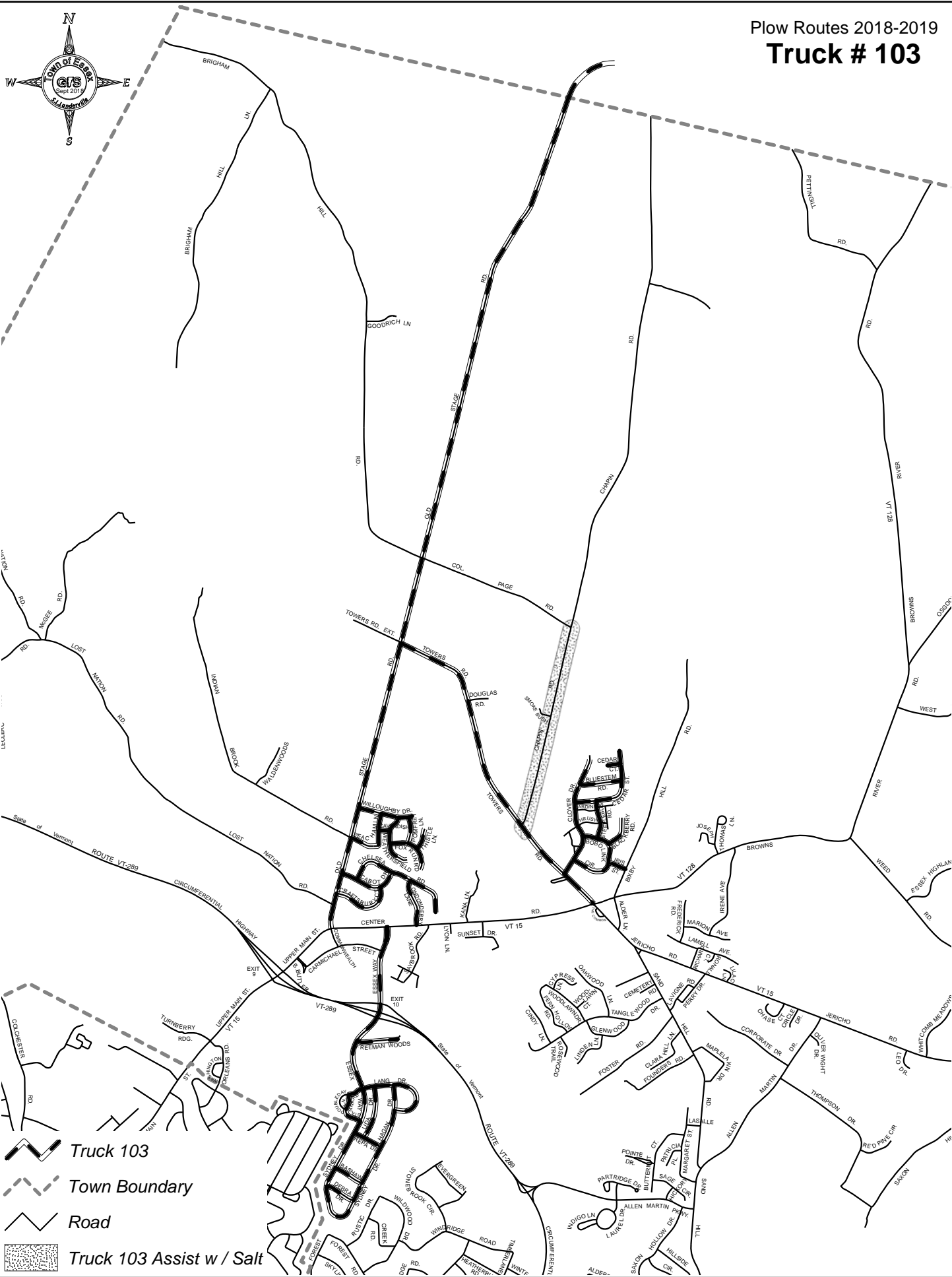
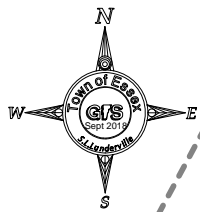
Pinewood / Perkins Area (truck 25)



81 Main Street Parking (truck 25)

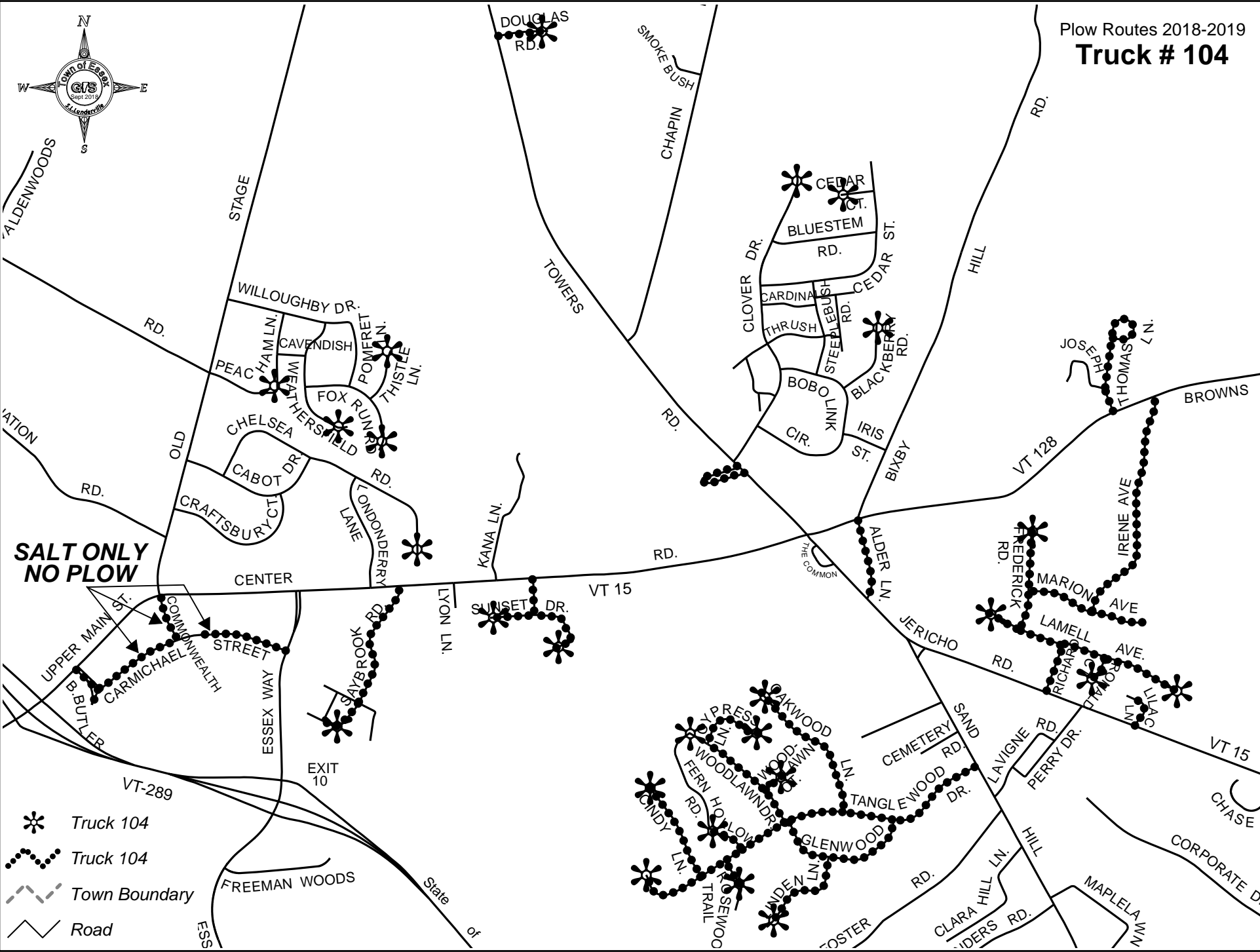


Plow Routes 2018-2019
Truck # 103







- Truck 103
- Town Boundary
- Road
- Truck 103 Assist w / Salt

Plow Routes 2018-2019
Truck # 104



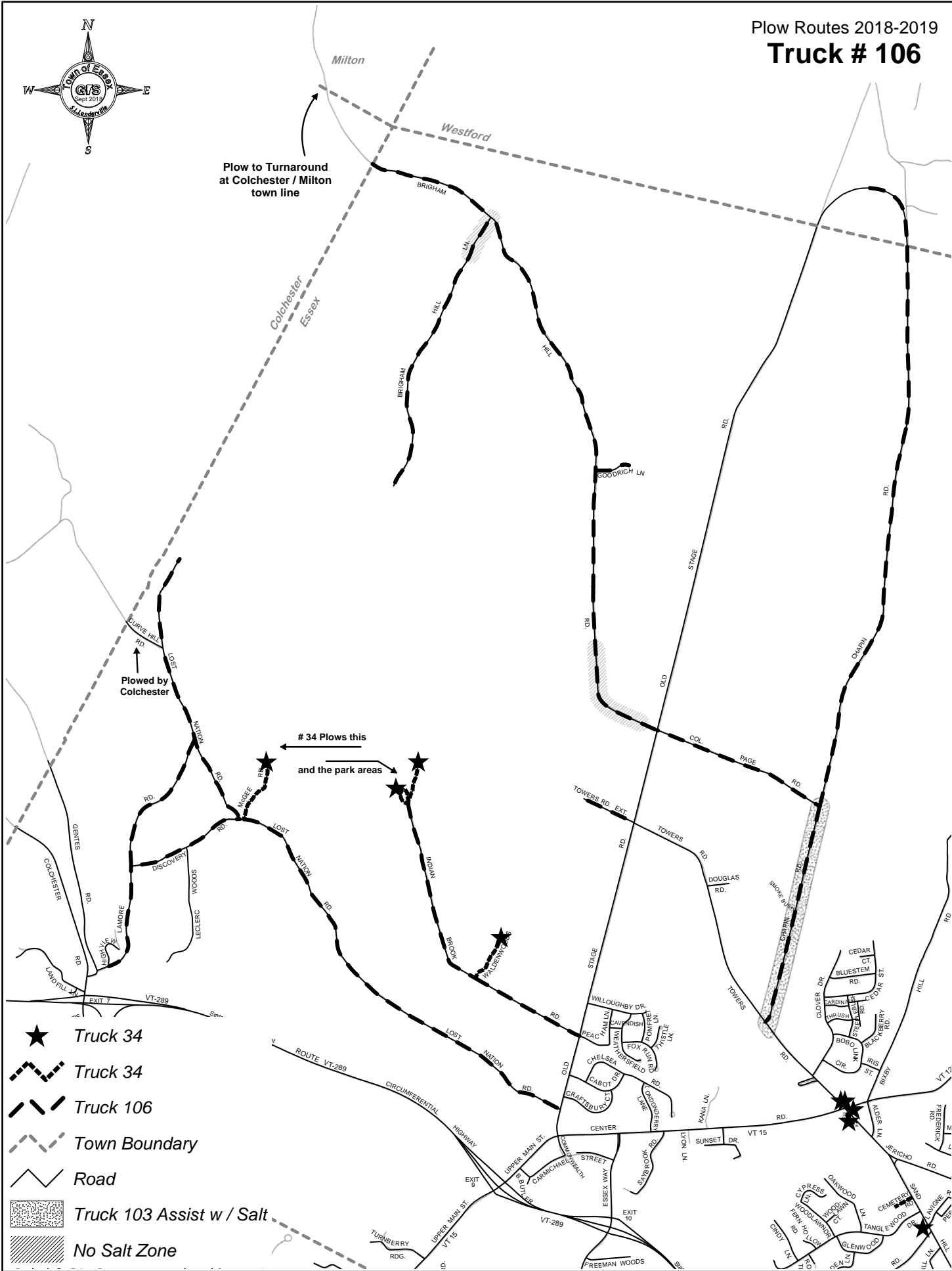
**SALT ONLY
 NO PLOW**

-  Truck 104
-  Truck 104
-  Town Boundary
-  Road

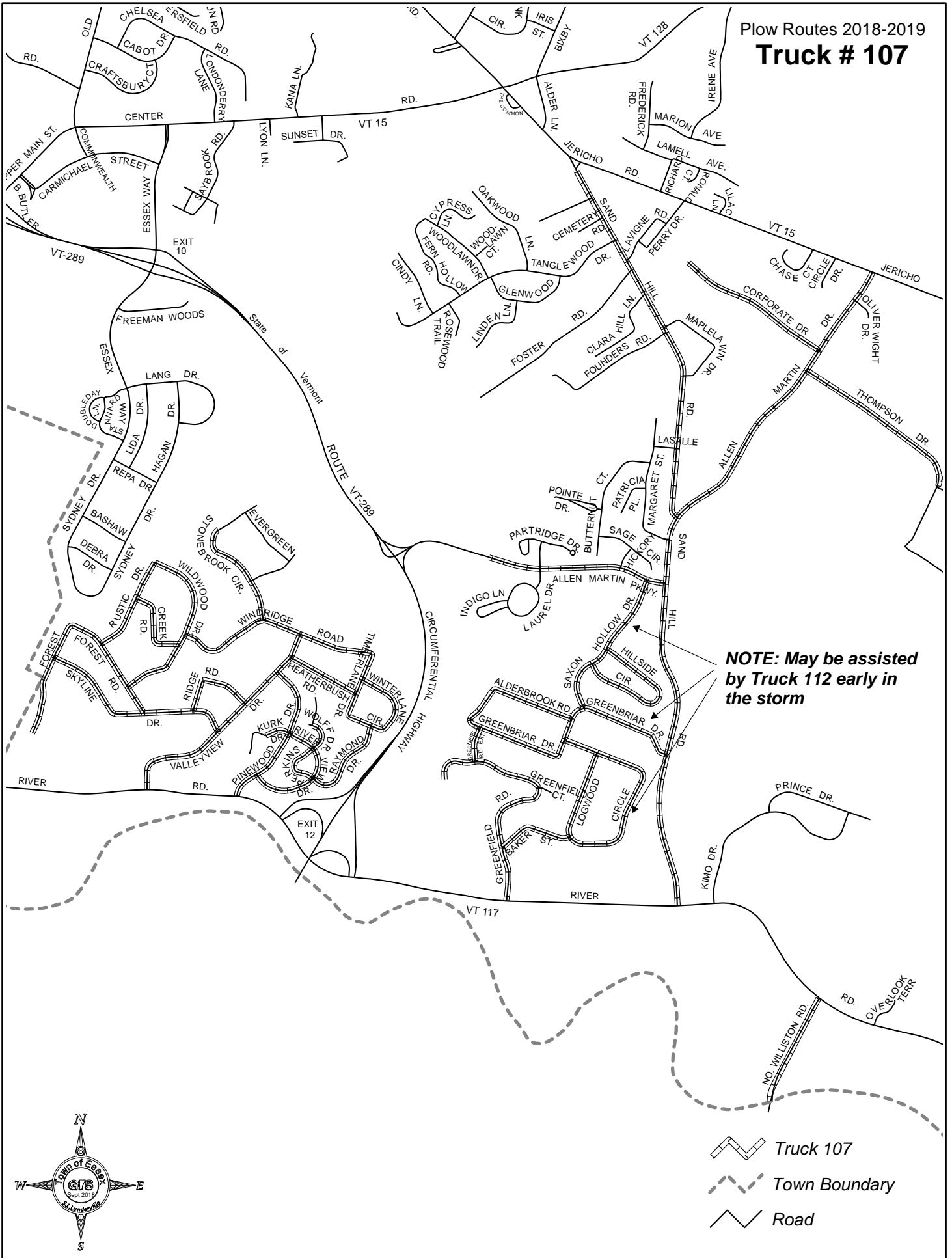
Plow Routes 2018-2019
Truck # 106



Plow to Turnaround
 at Colchester / Milton
 town line

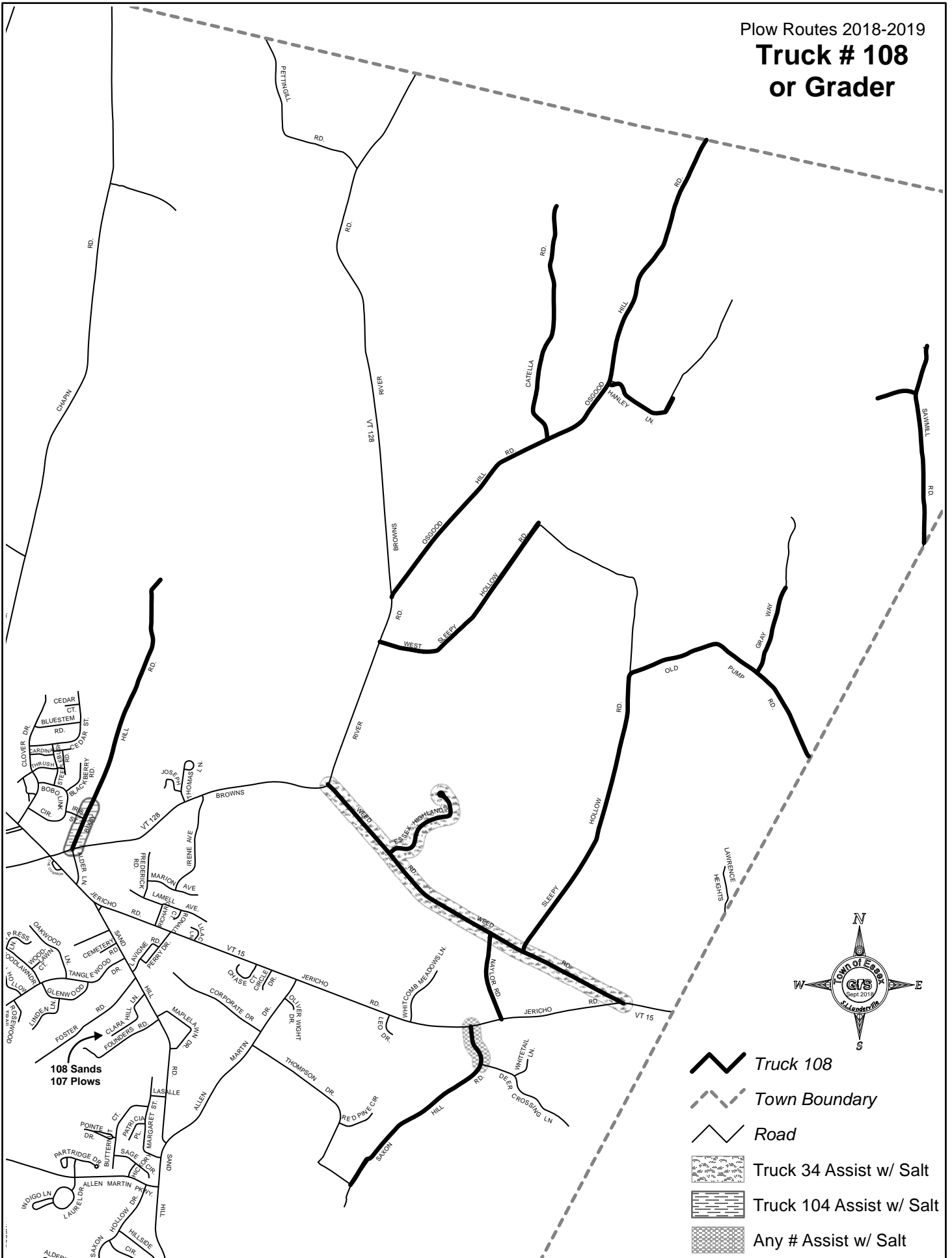


Plow Routes 2018-2019
Truck # 107



Plow Routes 2018-2019

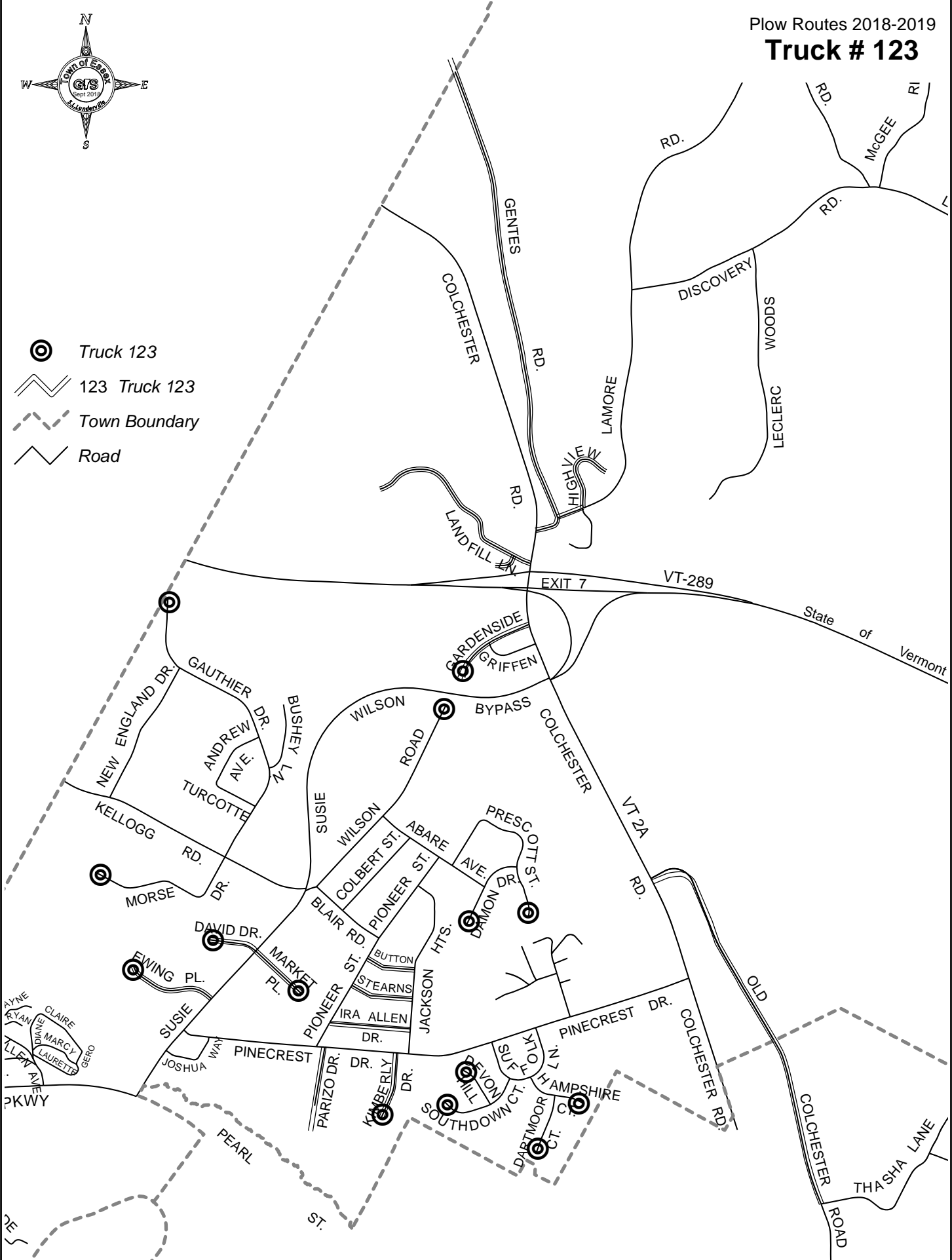
Truck # 108 or Grader



Truck # 123



- Truck 123
- 123 Truck 123
- Town Boundary
- Road



SECTION 2, APPENDIX E

**TOWN OF ESSEX
PUBLIC WORKS NOTIFICATION LIST**

NOT AVAILABLE IN PUBLIC VERSION

SECTION 2, APPENDIX F

| Date Day | Time | | Air Cond. | Ground Cond. | Total Hrs. | Sand CY | Salt CY | Sand/Salt CY | CaCl ₂ | Other Material | Fuel Gal. | Comments |
|------------------------|------|----|--------------|-----------------|---------------|------------|------------|-----------------|-------------------|-------------------|--------------|----------|
| | From | To | | | | | | | | | | |
| Mon | | | | | | | | | | | | |
| Tues | | | | | | | | | | | | |
| Wed | | | | | | | | | | | | |
| Thurs | | | | | | | | | | | | |
| Fri | | | | | | | | | | | | |
| Sat | | | | | | | | | | | | |
| Sun | | | | | | | | | | | | |
| Week Totals | | | | | | | | | | | | |

Ending Mileage _____

Starting Mileage _____

Total _____

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 of 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 or 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 from 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

| | |
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| Pager Responsibility..... | V1 |
| Determination of Operations..... | V2 |
| Control Center..... | V2 |
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| 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

| | |
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| 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) |
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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 ~~2017-2018~~ 2018-2019 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:

Cargill Salt Company
c/o Barrett's Trucking
16 Austin Drive
Burlington, VT 05401

~~Other Another~~ potential sources are is:

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: The three classes in the Village are:
 - 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

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).

| | 2016-2017 (actual) | 2016-2017 (budget) | 2017-2018 (actual) | 2017-2018 (budget) |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Overtime (hours) | 966 | 1,000 | 1,100 | 1,000 |
| Materials (salt/tons) | 1362 | 1,300 | 1,500 | 1,400 |

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

equipment breakdown
assistance to the Fire or Police Departments
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.

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.

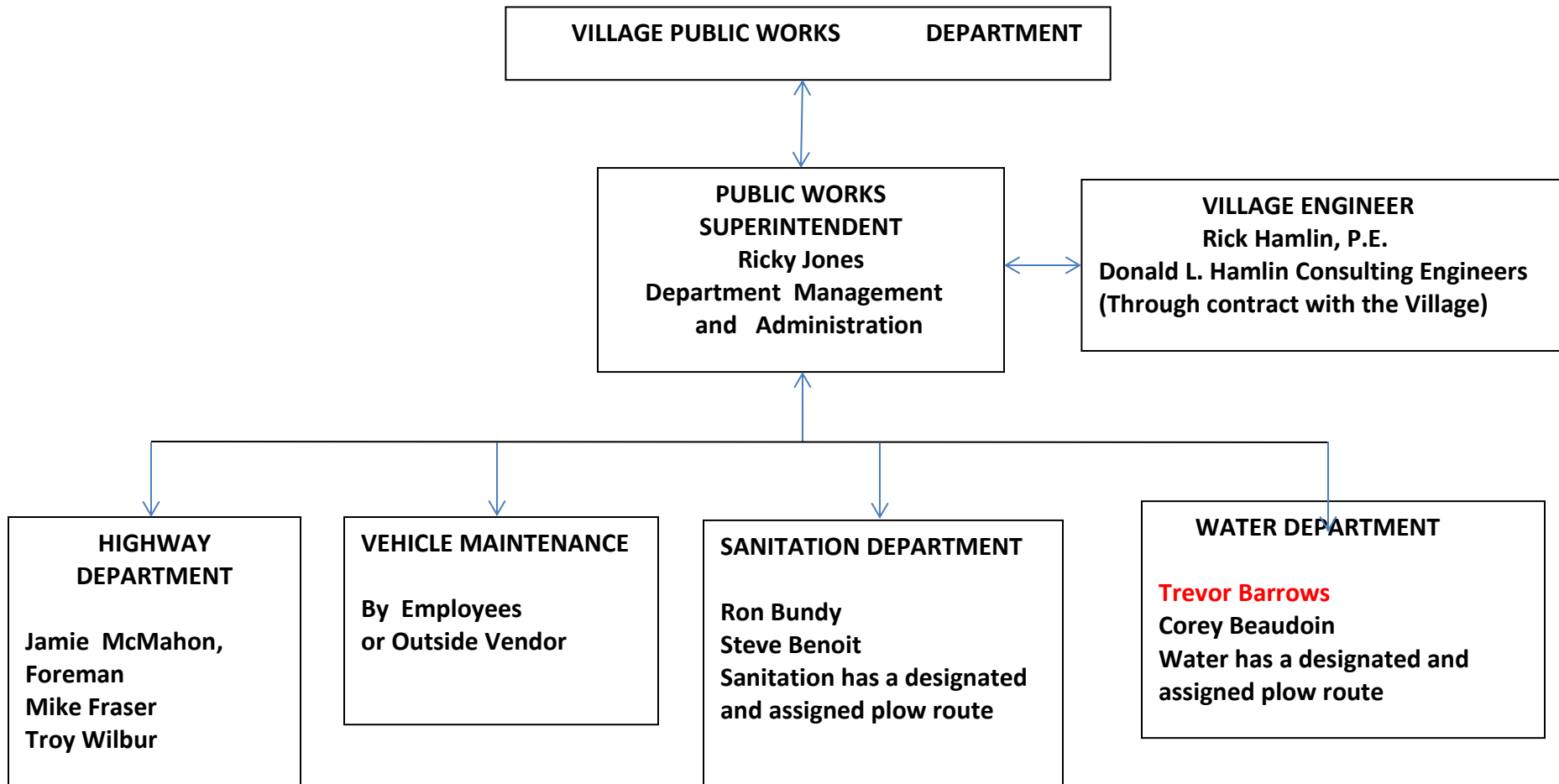
The Village will notify residents prior to the start of winter regarding mailboxes that need repair or movement. The Village will not repair mailboxes that are noted as being damaged or inoperative prior to winter.

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



SECTION 3, APPENDIX B
2018-2019

VILLAGE VEHICLE AND ROUTE ASSIGNMENTS

| <u>VEHICLE</u> | <u>PRIMARY OPERATOR</u> |
|------------------|-------------------------|
| Truck 5 (DT) | Mike Fraser |
| Truck 6 (DT) | Trevor Barrows |
| Truck 7 (DT) | Cory Beaudion |
| Sidewalk Plow 10 | Troy Wilber |
| Sidewalk Plow 11 | Steve Benoit |
| Truck 34 | Ron Bundy |
| Loader #9 | (All) |
| Pick-up | Jamie McMahon |

SECTION 3, APPENDIX C
2018-2019

VILLAGE EQUIPMENT FOR SNOW OPERATIONS

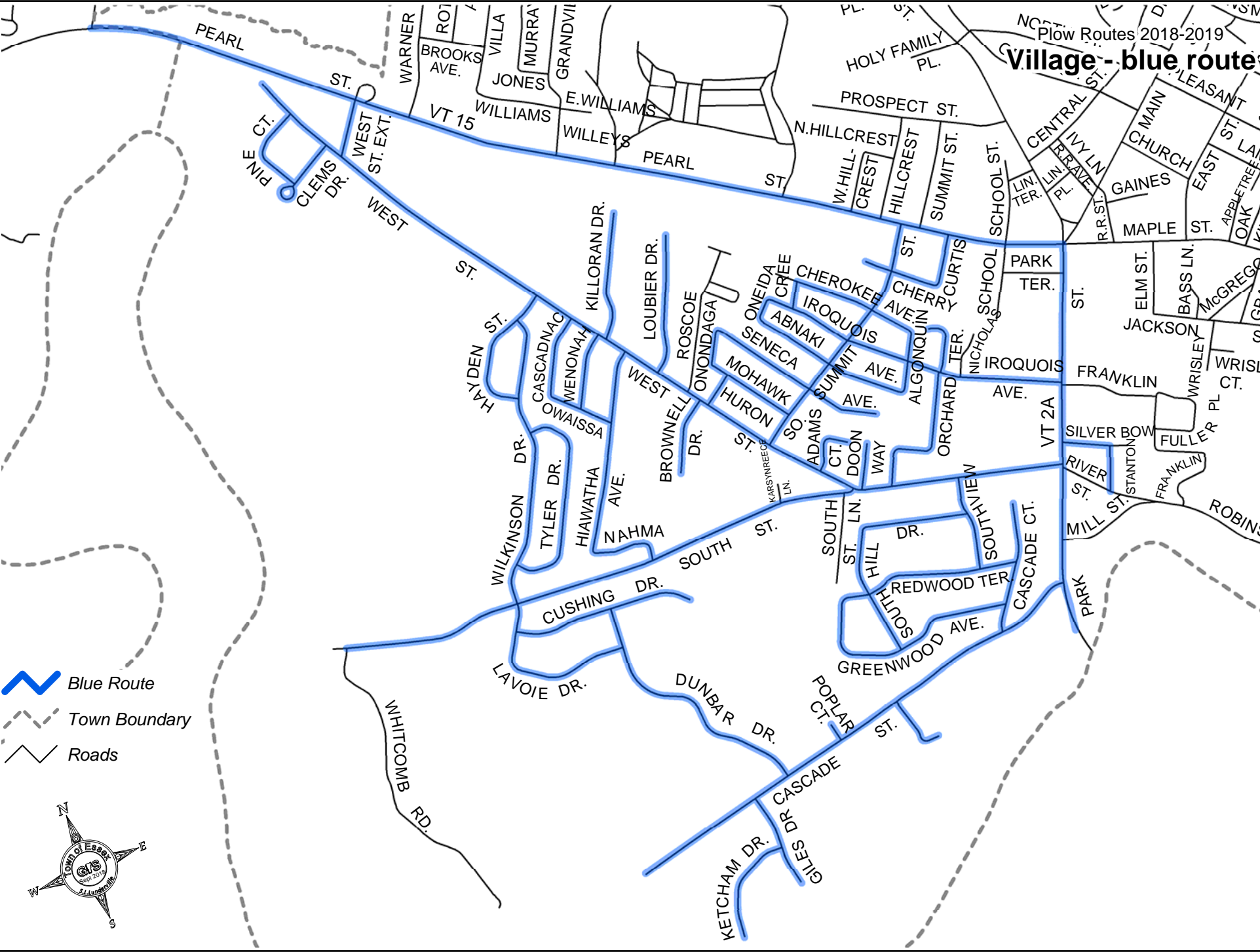
| | |
|-------------------|---|
| Truck #5 | 2014 Freightliner 7 cy. Dump Truck with tailgate sander, wing and all directional front plow |
| Truck #6 | 2015 Freightliner 7 cy. Dump Truck with tailgate sander, wing and all directional front plow |
| Truck #34 | 2016 Freightliner 7cy. Dump truck with multi-directional front plow, tailgate sander and wing |
| Truck #7 | 2012 International 3 cy. Low Pro Dump Truck with all-directional front plow, tailgate sander and wing |
| Truck #1 | 2011 Chevrolet Pickup with v-plow and sander. |
| Truck #15 | 2011 Chevrolet Pickup with v-plow and sander. |
| Sidewalk Plow #10 | 2015 Trackless |
| Sidewalk Plow #11 | 2016 Prinoth |
| Loader #9 | 2013 Caterpillar 924K |
| Skid Steer #12 | 2001 Cat 228, Back-up for sidewalk plowing |

SECTION 3, APPENDIX D

2018-2019

MAPS OF HIGHWAY ROUTES (VILLAGE)

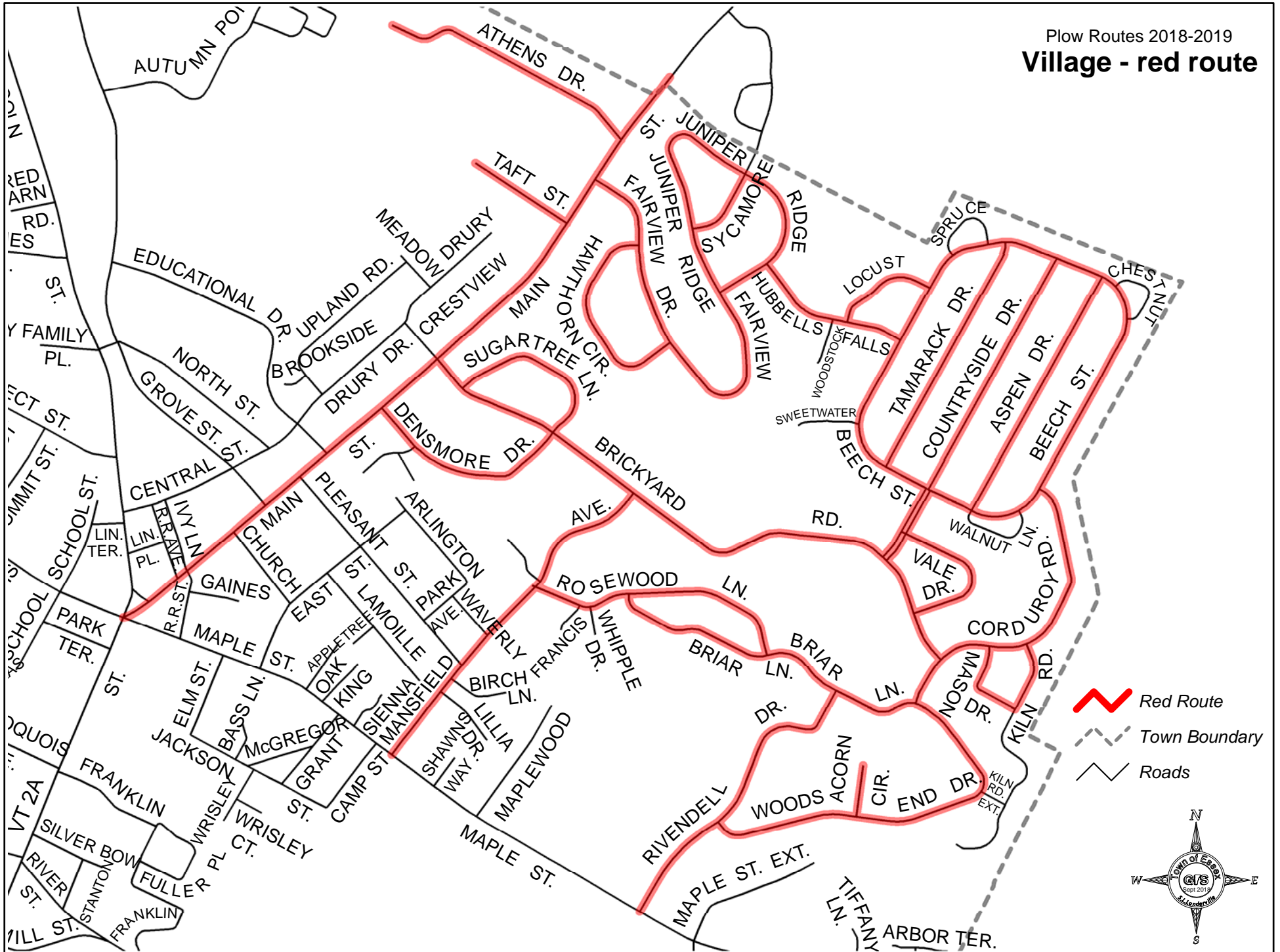
Plow Routes 2018-2019
Village - blue route



-  Blue Route
-  Town Boundary
-  Roads



Plow Routes 2018-2019
Village - red route



**SECTION 3, APPENDIX E
2017-2018**

VILLAGE OF ESSEX JUNCTION CALL LIST

NOT AVAILABLE IN PUBLIC VERSION

SECTION 3, APPENDIX F

| Date Day | Time | | Hrs | Air Cond. | Ground Cond. | Total Hrs. | Sand CY | Salt CY | Sand/Salt CY | CaCl2 | Other Material | Fuel Gal. | Comments |
|------------------------|------|----|-----|--------------|-----------------|---------------|------------|------------|-----------------|-------|-------------------|--------------|----------|
| | From | To | | | | | | | | | | | |
| Mon | | | | | | | | | | | | | |
| Tues | | | | | | | | | | | | | |
| Wed | | | | | | | | | | | | | |
| Thurs | | | | | | | | | | | | | |
| Fri | | | | | | | | | | | | | |
| Sat | | | | | | | | | | | | | |
| Sun | | | | | | | | | | | | | |
| Week Totals | | | | | | | | | | | | | |

Ending Mileage _____

Starting Mileage _____

Total _____

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 3, APPENDIX G
2017-2018**

VILLAGE TOWING ORDINANCE

Village of Essex Junction, VT

Municipal Code

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.

**VILLAGE OF ESSEX JUNCTION
MUNICIPAL CODE**

**CHAPTER 2.
GENERAL REGULATION OF PUBLIC STREETS**

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.

**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
September 25, 2018**

TRUSTEES PRESENT: Andrew Brown, Lori Houghton, Dan Kerin, Elaine Sopchak
ADMINISTRATION: Lauren Morrisseau, Assistant Manager and Village/Town Finance Director; Robin Pierce, Community Development Director
ABSENT: Evan Teich (Unified Manager), George Tyler (Village President)
OTHERS PRESENT: Kristin Ballif, Jesse Bordeau, Helen Donahey, Jeanne Grant, Alan Nye, Irene Wrenner (Town of Essex Selectboard), Cathy Ainsworth (Recording Secretary)

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

Trustee Andrew Brown called the meeting to order at 6:32 PM and led the assemblage in the Pledge of Allegiance.

2. AGENDA ADDITIONS/ CHANGES

Addition of document, "*Survey Results Tally: Essex*", provided by Jesse Bordeau to be considered in the Solid Waste District discussion (agenda item 4a).

3. APPROVE AGENDA

MOTION by Elaine Sopchak, SECOND by Lori Houghton, to approve the agenda, amended to include the "*Survey Results Tally: Essex*" document. Voting: unanimous (4-0); motion carried.

4. GUESTS, PRESENTATIONS AND PUBLIC HEARINGS

a. Comments from public on items not on the agenda.
None

b. Interview with Jeanne Grant for Brownell Library Board

The board of trustees asked all candidates interviewing for the Brownell Library Board positions the following questions: Describe your board experience (Elaine Sopchak); What would you bring to the Board of Trustees? Are you available during the board meeting schedule? (Lori Houghton); What are your thoughts about and how would you respond to hearing that Brownell is "the most expensive library in the state?"- a question to determine if the candidates are supportive or contrary to this (Andrew Brown); If you do not get this board position, are there any other positions you would consider volunteering for? (Dan Kerin).

Andrew Brown explained that the Trustees would interview each candidate and appoint the finalists to the two Library Board seats by the end of the meeting, as is standard practice when Essex Village board positions become available outside of an election. The appointees will serve on the Library Board until April 2019, at which time there will be an election for each of these seats and those elected would serve 2 or 5 years.

Jeanne Grant introduced herself as currently employed at Phoenix Books, with 6 years of experience as a library assistant and a passion for reading. During the interview she explained that she was formerly the president of a preschool co-op and said that her time working with children as well as with books would benefit the Brownell Library Board position. Jeanne Grant described herself as an outgoing, good listener with strong networks in the community. She explained that if the library is expensive, it probably signifies that there is a large number of books in circulation, with many staff involved, along with facility expenses. She said she would be willing to explain library costs by pointing out how much goes into a library so people can understand the benefits of programming, the building, etc. She mentioned she was unsure if she would be interested in any other volunteer position available.

c. Interview with Helen Donahey for Brownell Library Board

Helen Donahey introduced herself as a resident of Essex since 2011 who loves the library. She described her professional board experience as the minute taker and packet support person for the Northwest Medical Center board, and now for Trustee meetings at St. Michaels College. Her personal board experience is as the Secretary for the Dismas of VT board and for her church. She said this Library Board position would be a way for her to give back. She noted that her understanding of the Brownell Library Board is that it does not hire staff, but it does provide direction for books and activities. She would make sure to learn a lot as she first starts in the position. Ms. Donahey shared that her perspective is also informed as a user of the library and hoped that as a part of this board she could help the library have the support it needs to continue its extraordinary offerings- like free childcare. She plans to make time for this position, if chosen, by withdrawing from another board she is active with. She pointed out that the money and resources put into the library benefits the whole community but the library has a responsibility to be efficient and to demonstrate these benefits. Helen Donahey explained that, if she was not offered this position, she may consider volunteering with the Bike/Walk Advisory Committee because she and her family enjoy riding her bike in town.

d. Interview with Kristin Ballif for Brownell Library Board

This interview was pre-planned to take place later in the meeting and took place after 6b. on the agenda.

Kristin Ballif introduced herself as a Village resident since 2006. She and her husband have elementary and middle school aged children. She said she loves the area and sees Brownell as the "heart of the community". Kristin Ballif explained that she started the area's Train Hop. She loves the library, but until this invitation did not know that it had a Board. She shared that she has an undergraduate and graduate degree in English and substitutes at the high school library. She noted that, although she has no other board experience, she did serve on the PTO and is an active volunteer at the schools. She explained that she brings a willingness to volunteer fueled by her background in education, literature, art and community. Ms. Ballif mentioned that she went to one meeting of the Brownell Library Board and is learning about the role. She said she is surprised to hear that the library is the most expensive in the state and would need more information before responding to this. She explained that she supports the library's efforts to cater to many brackets of the community, from the possibility of dedicating books to babies to offering young family activities and serving seniors. Kristin Ballif mentioned she is eager to learn more about the directions the library may go in but if not offered this position, she would possibly consider other volunteer opportunities.

Jeanne Grant introduced herself as currently employed at Phoenix Books, with 6 years of experience as a library assistant and a passion for reading. During the interview she explained that she was formerly the president of a preschool co-op and said that her time working with children as well as with books would benefit the Brownell Library Board position. Jeanne Grant described herself as an outgoing, good listener with strong networks in the community. She explained that if the library is expensive, it probably signifies that there is a large number of books in circulation, with many staff involved, along with facility expenses. She said she would be willing to explain library costs by pointing out how much goes into a library so people can understand the benefits of programming, the building, etc. She mentioned she was unsure if she would be interested in any other volunteer position available.

c. Interview with Helen Donahey for Brownell Library Board

Helen Donahey introduced herself as a resident of Essex since 2011 who loves the library. She described her professional board experience as the minute taker and packet support person for the Northwest Medical Center board, and now for Trustee meetings at St. Michaels College. Her personal board experience is as the Secretary for the Dismas of VT board and for her church. She said this Library Board position would be a way for her to give back. She noted that her understanding of the Brownell Library Board is that it does not hire staff, but it does provide direction for books and activities. She would make sure to learn a lot as she first starts in the position. Ms. Donahey shared that her perspective is also informed as a user of the library and hoped that as a part of this board she could help the library have the support it needs to continue its extraordinary offerings- like free childcare. She plans to make time for this position, if chosen, by withdrawing from another board she is active with. She pointed out that the money and resources put into the library benefits the whole community but the library has a responsibility to be efficient and to demonstrate these benefits. Helen Donahey explained that, if she was not offered this position, she may consider volunteering with the Walk and Ride Committee because she and her family enjoy riding her bike in town.

d. Interview with Kristin Ballif for Brownell Library Board

This interview was pre-planned to take place later in the meeting and took place after 6b. on the agenda.

Kristin Ballif introduced herself as a Village resident since 2006. She and her husband have elementary and middle school aged children. She said she loves the area and sees Brownell as the "heart of the community". Kristin Ballif explained that she started the area's Train Hop. She loves the library, but until this invitation did not know that it had a Board. She shared that she has an undergraduate and graduate degree in English and substitutes at the high school library. She noted that, although she has no other board experience, she did serve on the PTO and is an active volunteer at the schools. She explained that she brings a willingness to volunteer fueled by her background in education, literature, art and community. Ms. Ballif mentioned that she went to one meeting of the Brownell Library Board and is learning about the role. She said she is surprised to hear that the library is the most expensive in the state and would need more information before responding to this. She explained that she supports the library's efforts to cater to many brackets of the community, from the possibility of dedicating books to babies to offering young family activities and serving seniors. Kristin Ballif mentioned she is eager to learn more about the directions the library may go in but if not offered this position, she would possibly consider other volunteer opportunities.

- e. Alan Nye, Chittenden Solid Waste District Representative
- Alan Nye Detailed the process whereby the Chittenden Solid Waste District (CSWD) arrived at their vote to close ReUse Zones at Drop-Off Centers. He explained that in June the CSWD Board held an all-day session about the Drop-Off Centers. They reviewed safety and usage concerns from staff related to the ReUse Zones, including children being at risk from moving cars at the sites, challenges with unacceptable, toxic and hazardous waste being left and insufficient staff to monitor the ReUse Zones. They considered the merits of local organizations such as ReSource, who could potentially fill the void if they closed the ReUse Zones. Mr. Nye said a motion was then made, seconded and passed at this session to close the ReUse Zones. At a later meeting of the CSWD Board, a representative from the Richmond Selectboard requested the closure be reconsidered. At this meeting, a motion to reinstate the ReUse zones was made and failed. Mr. Nye pointed out that his own vote, at that time, was for the reinstatement of ReZones. He based his vote on discussions that took place at and with municipalities, including the Village of Essex Junction, and he had gained a new awareness from the stories he'd heard of how the ReUse zones had provided people with opportunities to re-sell items they found.

Mr. Nye explained that the ReUse Zones are scheduled to close at the end of October but that the building used for the ReUse Zone, could be transferred to the community if an effort to manage it is arranged. He later clarified that it would need to be relocated and would not be operated by the CSWD.

Discussion:

Lori Houghton asked if the CSWD Board had considered the individual differences of each district, as reflected in the survey data, to determine if some ReUse Zones should remain. She also asked for more information about the building used for this service. Alan Nye pointed out that the motion at the June session was made only to close all of the ReUse Zones. He detailed how the CSWD operates the ReUse Zone building. Ms. Houghton followed up by asking if there are signs or communications posted at the site about the closing. Mr. Nye explained that there are and that this is how the communities found out about the closures.

Elaine Sopchak wondered if the CSWD would help relocate the Essex ReUse Zone building and asked if any other towns are considering operating them without the CSWD. Mr. Nye said the CSWD would help relocate the building if Essex chooses this direction. He clarified that Richmond was looking at the option of keeping their ReUse Zone open.

Andrew Brown asked if the CSWD had approached local businesses who run reuse efforts to discuss if they have interest in operating the ReUse Zones. Mr. Nye said they had not. He mentioned that Williston discussed appointing a person to manage/monitor their ReUse Zone but this brings up liability concerns. Mr. Brown asked if the CSWD had discussed and considered what it would take, from a budgetary and operational standpoint, to address the issues so they could be effective in operating the ReUse Zones, instead of closing them. Mr. Nye said these types of conversations are taking place for just the Drop-Off Centers, but not about ReUse Zones.

Dan Kerin stated his support of the closure because of the concerns mentioned and because there are other options for item drop-offs at local businesses.

Community member Jesse Bordeau pointed out data collected from residents and compiled on the survey document included in the agenda. This document, which had been included in the June CSWD Board retreat packet, shows that, of the 600 people who were surveyed, zero said that safety was an issue at the Drop-Off Centers. He asked Mr. Nye how the board concluded otherwise and to explain what evidence he had for the claim. Alan Nye pointed out that the safety concerns came from professional staff and engineers.

Lori wondered which communities are still considering closing ReUse Zones and which are thinking of keeping them. Alan Nye said that Hinesburg, Essex Junction and Richmond all are thinking of retaining the ReUse Zones while Burlington, South Burlington and Jericho voted not to. Andrew Brown pointed out that trying to get the ReUse Zones to reopen would require communicating with other municipalities.

Lori Houghton stated that she will reach out to the Richmond Selectboard to determine how they are proceeding and consider if they are doing something Essex Junction may want to replicate. Andrew suggested if the closure of the Essex ReUse Zone is final it should be written in the Town Report so people are aware.

Alan Nye stated that he would relay to the General Manager of CSWD that the Village of Essex Junction may want to retain the Essex Drop-Off Centers. Dan mentioned that maybe the Town of Essex would want to take it on or maybe it would be a shared effort to discuss.

- Alan Nye presented information about the CSWD composting efforts to prepare the Village Trustees for modifications that will need to take place in two years. He explained that currently 6000 tons of compost are processed annually by the CSWD and this is expected to rise to 10,000 when in full operation by 2020. CSWD engaged a professional compost consultant who determined that current facilities cannot handle this. Expansions and modifications necessary will run between three and four million dollars. Mr. Nye pointed out that this expense may be somewhat offset by the sale of processed compost in bulk (bagging compost is cost prohibitive and labor intensive). He explained that the CSWD is planning to seek the majority of this funding by a Bond Vote, which will also include upgrades and expansion to the 20 year old Material Recycle Facility. Alan Nye reminded the trustees that this would be a first time effort for the CSWD because they were originally established by taxing municipalities and then the programs started paying for themselves from the sale of products. He mentioned that current concerns of the CSWD also include decreasing prices being paid for recycled materials, increased costs to process recycling and questions about how much of a demand will there be for processed compost (processing 10,000 tons of organic matter could result in up to 31,000 yards of compost).

Discussion:

Lori Houghton wondered if the rise in organic matter needing to be processed is only because of current VT compost legislation or if it would take place anyway because of CSWD efforts. Alan Nye explained it is the result of both, noting that the CSWD has educated many industrial size businesses about composting solid waste, is actively educating small businesses and Chittenden County is home to one of the first compost facilities in the country. He noted that the new composting legislation in Vermont leaves some inequity, illustrated by Chittenden County's experience as compared to other counties

where these costs are not at issue because the legislation does not require counties to compost if there is no facility within 25 miles.

Dan Kerin mentioned the potential of enforcement challenges and concern that increased compost processing may lead to possible issues with rodents and pest animals at the centers.

5. **OLD BUSINESS**

a. Appointments to Brownell Library Board

This agenda item took place toward the end of the meeting after approval of the Consent Agenda (Item 9).

MOTION by Elaine Sopchak, SECOND by Andrew Brown, that the Village Trustees have reason to enter executive session by 1 VSA 313 Section A(3), inviting Assistant Manager Lauren Morrissette. Voting: unanimous (4-0); motion carried.

Executive Session convened at 7:55PM

MOTION by Elaine Sopchak, SECOND by Dan Kerin that the Village Trustees come out of Executive Session. Voting: unanimous (4-0); motion carried.

Executive Session was adjourned at 8:03PM

MOTION by Andrew Brown, SECOND by Elaine Sopchak, that the Village Trustees appoint Jeanne Grant and Helen Donahey to the Library Board of Trustees through April 2019. Voting: unanimous (4-0); motion carried.

Discussion:

Andrew explained that there were three exceptional candidates all of whom were highly qualified, which made this a difficult decision, but two surfaced slightly higher than the third.

6. **NEW BUSINESS**

a. EJRP Request for Waiver of No Alcohol Ordinance

Brad Luck explained the EJRP request to waive Essex Junction's no alcohol ordinance in Chapter 3, Section 303(a) that prohibits alcohol within park boundaries. He explained the vision of the Battle of The BBQ in the Maple Street Park parking lot on October 13 from 12-2 pm, would include beer sale with 1st Republic Brewing. Mr. Luck said that this pilot year they would engage just one beer vendor but if it is successful they may want to invite two or three vendors in future years. EJRP would ensure VLCT rules and regulations are followed and Village insurance requirements are enforced.

Discussion:

Andrew Brown wondered if this was allowed according to VLCT and was concerned the event would expose the Village of Essex Junction to the risk of insurance costs increasing. Lauren Morrissette stated that she spoke with Pam Fecteau at VLCT and she clarified that it is allowable as long as the alcohol distributor has a license to serve and that entity includes the Village of Essex Junction as additional insured, with a certificate of insurance provided to the Village. In this case liability would fall completely on 1st Republic.

Andrew asked Brad Luck to explain how serving alcohol aligns with the mission of the Village of Essex Junction parks, which is to “Create Community through People, Parks, and Programs.” Brad wondered, in response, how the prohibition of alcohol aligns with the mission. He pointed out that Colchester, Burlington and South Burlington, have alcohol-inclusive events and this supports engagement of different community demographics.

Lori Houghton pointed out that the Village of Essex Junction’s SteAmfest included a beer garden which did not seem to cause problems for this family event. She sees this event’s proposal is a simple, contained way to pilot this process in order to see how it goes. Dan Kerin noted that alcohol is part of our society, from wine tastings at farmers markets to street parties where there are bars. He supports engaging a local vendor in providing this service.

Andrew Brown wondered if EJRP has enough people to process careful, consistent age identification. Brad stated his confidence in 1st Republic to be responsible for checking IDs and to actively monitor a first time event such as this.

MOTION by Lori Houghton, SECOND by Dan Kerin, that the Village Trustees waive Chapter 3, Section 303(a), of the Village ordinances for Saturday, October 13, from 12-2pm for the Battle of the BBQ event at Essex Junction Parks and Recreation, 75 Maple Street. All VT Department of Liquor Control and Village insurance requirements need to be met for this to happen. Voting: (3-1); Andrew Brown opposed; motion carried.

b. Creating Meadows on Municipal Property

Robin Pierce described the proposal to approve a Pilot Program for Public Works to create meadows that encourage eco-diversity, at the local ecological level, working with the Community Development Department. He explained that when Public Works does not cut the grass, meadow will result with benefits that include:

- Nature-based control of pedestrian movement
- Savings in human resource and equipment costs
- Strengthened eco-diversity and forests

Mr. Pierce pointed out that a pilot initiative would take three years of not mowing to establish meadows with preferred, non-invasive wild plants.

Andrew Brown asked if they had identified what parcels of land the pilot would take place on. Robin Pierce responded that they had not determined a specific location but it would be on municipal land where sight lines for safety would not be an issue. Mr. Brown asked what maintenance would be required in the beginning. Mr. Pierce clarified that because invasive plants come in faster, high cutting in the beginning will help the native plants better establish.

Elaine Sopchak asked if any seeding would take place. Mr. Pierce said this might happen and/or the use of seed plugs could make designs or learning spaces in the meadows.

Lori Houghton asked if the Tree Committee had been consulted and wondered what the recommendation meant by “authorize staff to implement the changes to develop meadows.” Mr. Pierce explained that he would like to see the trustees authorize him to identify the places for the meadows then work with Village employees to mark the sites so “implement the changes” would mean not cutting the sites but managing them to grow. Ms. Houghton shared that she has reservations about the proposal, would like the Tree Committee to look at it and provide

feedback. She would like staff to come back with pictures of the areas identified for the pilot and descriptions of what will happen there. She stated concern about aesthetics of the meadows.

Dan Kerin pointed out that aesthetics are subjective but this project seems like a simple trial to see how it works.

MOTION by Lori Houghton, SECOND by Dan Kerin that the Village Trustees authorize staff to pursue two or three pilot areas for perennial meadows as well as have a discussion with the Tree Committee to obtain their input and return to the Trustees with more specifics about these areas.

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

7. MANAGER'S REPORT

a. Trustees Meeting Schedule

Lauren Morrisseau mentioned that in the next meetings the Trustees will set goals for budgets and will revise the Purchasing Policy.

October 9, 6:30 pm Regular Meeting

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

No Discussion

8. TRUSTEES' COMMENTS & CONCERNS/ READING FILE

a. Board Member Comments

- Lori Houghton reminded the trustees of a discussion they had about policy and processes around development and the possibility of a landscaping fund. Evan Teich, Lauren Morrisseau and others on staff are looking into specific projects to determine if there are issues that need to be handled. Mr. Teich is working on a policy to move forward with.
- Ms. Houghton mentioned that the Senior Center door is not handicapped accessible and wonders if the trustees can look into grants and come up with a strategy to secure a handicapped door there for next year.
- Ms. Houghton expressed interest in establishing an advisory council with the Senior Center and they will be drafting a proposal about this to give to the trustees.
- Elaine Sopchak noted that Wednesday the 26th is "Capital for a Day" so Governor Scott, State Secretaries and Deputy Secretaries will visit Essex. They will tour Essex Junction's award-winning Wastewater Treatment Facility, the high school, VT Dept. of Fish and Wildlife and the Center for Technology.

b. Minutes from other boards/committees:

- Brownell Library Board of Trustees 8/21/18
- Essex Selectboard 9/10/18
- Bike/ Walk Advisory Committee 9/17/18

No Discussion

c. FYE Budgets and Capital Program Adoption Schedule

No Discussion

- d. Draft Purchasing Policy for Future Consideration
No Discussion

9. **CONSENT AGENDA**

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

- a. **Approve Minutes of previous Meeting 9/11/18**
- b. **Expense Warrant #17113 dated 9/14/18 in the amount of \$91,083.84**
- c. **Expense Warrant #17114 dated 9/21/18 in the amount of \$379,573.78**
- d. **FYE 19 Budget Status Report as of 8/31/18**

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

10. **ADJOURN**

MOTION by Dan Kerin, SECOND by Elaine Sopchak, to adjourn the meeting.

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

The meeting Adjourned at 8:05 pm

Respectfully Submitted,
Cathy Ainsworth

| Vendor | Invoice Date | Invoice Description Invoice Number | Account | Amount Paid | Check Number | Check Date |
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| 14400 | 09/17/18 | ABOVE AND BEYOND VF station maint 3653 | 210-42220.434 MAINT. BUILDINGS/GROUNDS | 220.00 | 19035 | 09/28/18 |
| 32515 | 09/20/18 | ALERT ALL CORP. VF fire prevention mat 218090391 | 210-42220.838 FIRE PREVENTION | 725.50 | 19037 | 09/28/18 |
| 25055 | 09/12/18 | AQUARIUS LANDSCAPE SPRINK LH-IRRIGATION SYSTEM REPR 543627 | 210-41940.434 MAINT. BUILDINGS/GROUNDS | 116.59 | 19040 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 210-41320.210 HEALTH INS & OTHER BENEFI | 2314.03 | 19045 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 210-43110.210 HEALTH INS & OTHER BENEFI | 4096.03 | 19045 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 210-43151.210 HEALTH INS & OTHER BENEFI | 690.37 | 19045 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 210-45551.210 HEALTH INS & OTHER BENEFI | 5842.80 | 19045 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 210-41970.210 HEALTH INS & OTHER BENEFI | 1214.72 | 19045 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 210-41335.210 HEALTH INS & OTHER BENEFI | 1706.68 | 19045 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 210-45110.210 HEALTH INS & OTHER BENEFI | 6334.76 | 19045 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 210-45220.210 HEALTH INS & OTHER BENEFI | 1172.20 | 19045 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 210-15109.000 EXCHANGE - COBRA | 5120.04 | 19045 | 09/28/18 |
| 00530 | 09/06/18 | BRODART CO BL-BOOKS B5415159 | 210-45551.640 ADULT COLLECTION-PRINT & | 14.29 | 19047 | 09/28/18 |
| 00530 | 09/06/18 | BRODART CO BL-BOOKS B5415159 | 210-45551.610 SUPPLIES | 0.80 | 19047 | 09/28/18 |
| 00530 | 09/14/18 | BRODART CO BL-BOOKS B5423218 | 210-45551.641 JUVEN COLLECTION-PRNT & E | 35.03 | 19047 | 09/28/18 |
| 00530 | 09/14/18 | BRODART CO BL-BOOKS B5423218 | 210-45551.610 SUPPLIES | 3.20 | 19047 | 09/28/18 |
| 00530 | 09/17/18 | BRODART CO BL-BOOKS B5424979 | 210-45551.641 JUVEN COLLECTION-PRNT & E | 21.91 | 19047 | 09/28/18 |
| 00530 | 09/17/18 | BRODART CO BL-BOOKS B5424979 | 210-45551.610 SUPPLIES | 1.60 | 19047 | 09/28/18 |
| 00530 | 09/17/18 | BRODART CO BL-BOOKS B5425255 | 210-45551.641 JUVEN COLLECTION-PRNT & E | 52.79 | 19047 | 09/28/18 |
| 00530 | 09/17/18 | BRODART CO BL-BOOKS B5425255 | 210-45551.610 SUPPLIES | 0.80 | 19047 | 09/28/18 |
| 00530 | 09/18/18 | BRODART CO BL-BOOKS B5426181 | 210-45551.641 JUVEN COLLECTION-PRNT & E | 193.35 | 19047 | 09/28/18 |
| 00530 | 09/18/18 | BRODART CO BL-BOOKS B5426181 | 210-45551.610 SUPPLIES | 14.40 | 19047 | 09/28/18 |
| 00530 | 09/18/18 | BRODART CO BL-BOOKS B5426217 | 210-45551.640 ADULT COLLECTION-PRINT & | 4.79 | 19047 | 09/28/18 |
| 00530 | 09/18/18 | BRODART CO BL-BOOKS B5426217 | 210-45551.610 SUPPLIES | 0.80 | 19047 | 09/28/18 |
| 00530 | 09/19/18 | BRODART CO BL-BOOKS B5427517 | 210-45551.640 ADULT COLLECTION-PRINT & | 23.19 | 19047 | 09/28/18 |

| Vendor | Invoice Date | Invoice Description Invoice Number | Account | Amount Paid | Check Number | Check Date |
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| 02035 | 09/20/18 | BURLINGTON FREE PRESS ADVERTISING OPEN POSITION 00019601618 | 210-41320.572 INTERVIEW COSTS | 1024.00 | 19048 | 09/28/18 |
| V0455 | 09/07/18 | CANON SOLUTIONS AMERICA AD-COPIES 8/7-9/6/2018 4026978404 | 210-41320.442 LEASED SERVICES | 57.18 | 19049 | 09/28/18 |
| 04940 | 09/03/18 | COMCAST VF-CABLE TV 0207722 | 210-42220.535 TELEPHONE SERVICES | 10.67 | 19055 | 09/28/18 |
| 38280 | 09/18/18 | CRYSTAL ROCK BOTTLED WATE LH Sept water 091818D | 210-41940.610 SUPPLIES | 23.47 | 19057 | 09/28/18 |
| 33075 | 08/28/18 | DELL MARKETING LP IT finance monitors 10264868260 | 210-41940.610 SUPPLIES | 167.89 | 19058 | 09/28/18 |
| 23215 | 09/19/18 | ESSEX EQUIPMENT INC VF chain for saw 106898780001 | 210-42220.570 MAINTENANCE OTHER | 24.60 | 19062 | 09/28/18 |
| 25920 | 07/27/18 | FIRE PRO TEC INC VF CO2 refill 231290 | 210-42220.570 MAINTENANCE OTHER | 27.85 | 19066 | 09/28/18 |
| 25920 | 09/07/18 | FIRE PRO TEC INC LH-FIRE EXTINGUISHER SERV 351887 | 210-41940.434 MAINT. BUILDINGS/GROUNDS | 256.00 | 19066 | 09/28/18 |
| 19005 | 09/01/18 | FIRSTLIGHT FIBER VA-SEPT 2018 PHONE/INTRNE 4341657 | 210-41320.535 TELEPHONE SERVICES | 138.53 | 19071 | 09/28/18 |
| 19005 | 09/01/18 | FIRSTLIGHT FIBER VA-SEPT 2018 PHONE/INTRNE 4341657 | 210-41940.535 TELEPHONE SERVICES | 40.95 | 19071 | 09/28/18 |
| 19005 | 09/01/18 | FIRSTLIGHT FIBER VA-SEPT 2018 PHONE/INTRNE 4341657 | 210-41970.535 TELEPHONE SERVICES | 30.52 | 19071 | 09/28/18 |
| 19005 | 09/01/18 | FIRSTLIGHT FIBER VA-SEPT 2018 PHONE/INTRNE 4341657 | 210-41320.530 COMMUNICATIONS | 34.95 | 19071 | 09/28/18 |
| 19005 | 09/15/18 | FIRSTLIGHT FIBER VF telephone 4396935 | 210-42220.535 TELEPHONE SERVICES | 50.34 | 19071 | 09/28/18 |
| 07010 | 09/14/18 | GREEN MOUNTAIN POWER CORP VA-SEPT CONSOLIDATED BILL 091418D | 210-41940.622 ELECTRICAL SERVICE | 641.44 | 19079 | 09/28/18 |
| 07010 | 09/14/18 | GREEN MOUNTAIN POWER CORP VA-SEPT CONSOLIDATED BILL 091418D | 210-42220.622 ELECTRICAL SERVICE | 641.44 | 19079 | 09/28/18 |
| 07010 | 09/14/18 | GREEN MOUNTAIN POWER CORP VA-SEPT CONSOLIDATED BILL 091418D | 210-43110.622 ELECTRICAL SERVICE | 281.47 | 19079 | 09/28/18 |
| 07010 | 09/14/18 | GREEN MOUNTAIN POWER CORP VA-SEPT CONSOLIDATED BILL 091418D | 210-45551.622 ELECTRICAL SERVICE | 1311.15 | 19079 | 09/28/18 |
| 07010 | 09/14/18 | GREEN MOUNTAIN POWER CORP VA-SEPT CONSOLIDATED BILL 091418D | 210-43160.622 STREET LIGHTS - ELECTRICI | 9535.23 | 19079 | 09/28/18 |
| 07010 | 09/14/18 | GREEN MOUNTAIN POWER CORP VA-SEPT CONSOLIDATED BILL 091418D | 210-43123.622 TRAFFIC LIGHTS - ELECTRIC | 625.81 | 19079 | 09/28/18 |
| 07010 | 09/20/18 | GREEN MOUNTAIN POWER CORP PSS 8/21-9/20/18 092018D | 210-41940.624 PARK ST. ELECTRICITY | 428.36 | 19080 | 09/28/18 |
| 20580 | 09/10/18 | GREEN MTN GRILLBILLIES VF BBQ dinner 091018D | 210-42220.889 ROUTINE EQUIPMENT PURCHAS | 375.00 | 19082 | 09/28/18 |
| 33495 | 09/06/18 | INGRAM LIBRARY SERVICES I BL-BOOKS 36333647 | 210-45551.640 ADULT COLLECTION-PRINT & | 19.94 | 19084 | 09/28/18 |
| 33495 | 09/06/18 | INGRAM LIBRARY SERVICES I BL-BOOKS 36333648 | 210-45551.640 ADULT COLLECTION-PRINT & | 16.24 | 19084 | 09/28/18 |
| 33495 | 09/17/18 | INGRAM LIBRARY SERVICES I BL-BOOKS 36507100 | 210-45551.640 ADULT COLLECTION-PRINT & | 19.49 | 19084 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 210-41320.210 HEALTH INS & OTHER BENEFIT | 142.81 | 19090 | 09/28/18 |

| Vendor | Invoice Date | Invoice Description | Account | Amount Paid | Check Number | Check Date |
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| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 210-43110.210 HEALTH INS & OTHER BENEFI | 155.46 | 19090 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 210-43151.210 HEALTH INS & OTHER BENEFI | 25.39 | 19090 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 210-45551.210 HEALTH INS & OTHER BENEFI | 285.60 | 19090 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 210-41970.210 HEALTH INS & OTHER BENEFI | 95.20 | 19090 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 210-41335.210 HEALTH INS & OTHER BENEFI | 42.76 | 19090 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 210-45110.210 HEALTH INS & OTHER BENEFI | 190.40 | 19090 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 210-45220.210 HEALTH INS & OTHER BENEFI | 92.34 | 19090 | 09/28/18 |
| 20560 | 09/13/18 | MASSACHUSETTS MUNICIPAL A ASSISTANT TO ADD MMA29154 | 210-41320.572 INTERVIEW COSTS | 135.00 | 19094 | 09/28/18 |
| 38340 | 08/10/18 | MINUTEMAN TRUCKS INC VF change order 8E7 672 | 210-42220.889 ROUTINE EQUIPMENT PURCHAS | 6611.70 | 19097 | 09/28/18 |
| 14585 | 09/06/18 | MUNICIPAL EMERGENCY SERVI VF-SCBA ANNUAL TEST 1261121 | 210-42220.570 MAINTENANCE OTHER | 2954.95 | 19098 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 210-41320.210 HEALTH INS & OTHER BENEFI | 233.91 | 19101 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 210-43110.210 HEALTH INS & OTHER BENEFI | 346.53 | 19101 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 210-43151.210 HEALTH INS & OTHER BENEFI | 50.33 | 19101 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 210-45551.210 HEALTH INS & OTHER BENEFI | 467.80 | 19101 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 210-41970.210 HEALTH INS & OTHER BENEFI | 71.94 | 19101 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 210-41335.210 HEALTH INS & OTHER BENEFI | 129.40 | 19101 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 210-45110.210 HEALTH INS & OTHER BENEFI | 456.73 | 19101 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 210-45220.210 HEALTH INS & OTHER BENEFI | 68.53 | 19101 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 210-15109.000 EXCHANGE - COBRA | -129.41 | 19101 | 09/28/18 |
| 20565 | 09/24/18 | OUELLETTE SUSAN BL-ADULT PROGRAM 092418D | 210-45551.836 ADULT PROGRAMS | 75.00 | 19103 | 09/28/18 |
| 25140 | 08/03/18 | PIKE INDUSTRIES INC TC/ST- paving 2018 38071 | 210-43120.610 PAVEMENT MAINTENANCE | 59826.75 | 19105 | 09/28/18 |
| 27535 | 09/17/18 | PUTNEY PRESS AD 2018 directories VT Go 20001 | 210-41320.610 SUPPLIES | 99.95 | 19107 | 09/28/18 |
| 37430 | 08/10/18 | R R CHARLEBOIS INC VF air conditioning rep RC66608 | 210-42220.432 VEHICLE MAINTENANCE | 1083.84 | 19108 | 09/28/18 |
| 37430 | 09/17/18 | R R CHARLEBOIS INC VF state insp, fluids 8E7 RC66969 | 210-42220.432 VEHICLE MAINTENANCE | 1212.22 | 19108 | 09/28/18 |
| 37430 | 09/19/18 | R R CHARLEBOIS INC VF state insp, fluids 8E5 RC66993 | 210-42220.432 VEHICLE MAINTENANCE | 793.97 | 19108 | 09/28/18 |

| Vendor | Invoice Date | Invoice Description Invoice Number | Account | Amount Paid | Check Number | Check Date |
|--------|--------------|---------------------------------------|---|-------------|--------------|------------|
| 37430 | 09/17/18 | VF state insp,fluids 8L3 RC67011 | 210-42220.432 VEHICLE MAINTENANCE | 718.38 | 19108 | 09/28/18 |
| 24325 | 08/27/18 | VF-RADIO ACCESSORIES 24140059 | 210-42220.443 RADIO MAINTENANCE | 75.00 | 19109 | 09/28/18 |
| 24325 | 09/21/18 | VF antenna 24140134 | 210-42220.443 RADIO MAINTENANCE | 135.00 | 19109 | 09/28/18 |
| 18010 | 09/17/18 | VF air comp maint 3335507 | 210-42220.570 MAINTENANCE OTHER | 251.50 | 19110 | 09/28/18 |
| 02050 | 09/24/18 | VF state insp/fluids/shoc 19 | 210-42220.432 VEHICLE MAINTENANCE | 429.90 | 19116 | 09/28/18 |
| 25375 | 10/01/18 | VA-VILLAGE VSP OCT 2018 100118D | 210-41320.210 HEALTH INS & OTHER BENEFIT | 45.57 | 19128 | 09/28/18 |
| 25375 | 10/01/18 | VA-VILLAGE VSP OCT 2018 100118D | 210-43110.210 HEALTH INS & OTHER BENEFIT | 65.32 | 19128 | 09/28/18 |
| 25375 | 10/01/18 | VA-VILLAGE VSP OCT 2018 100118D | 210-43151.210 HEALTH INS & OTHER BENEFIT | 9.62 | 19128 | 09/28/18 |
| 25375 | 10/01/18 | VA-VILLAGE VSP OCT 2018 100118D | 210-45551.210 HEALTH INS & OTHER BENEFIT | 91.12 | 19128 | 09/28/18 |
| 25375 | 10/01/18 | VA-VILLAGE VSP OCT 2018 100118D | 210-41970.210 HEALTH INS & OTHER BENEFIT | 18.04 | 19128 | 09/28/18 |
| 25375 | 10/01/18 | VA-VILLAGE VSP OCT 2018 100118D | 210-41335.210 HEALTH INS & OTHER BENEFIT | 23.46 | 19128 | 09/28/18 |
| 25375 | 10/01/18 | VA-VILLAGE VSP OCT 2018 100118D | 210-45110.210 HEALTH INS & OTHER BENEFIT | 83.46 | 19128 | 09/28/18 |
| 25375 | 10/01/18 | VA-VILLAGE VSP OCT 2018 100118D | 210-45220.210 HEALTH INS & OTHER BENEFIT | 13.08 | 19128 | 09/28/18 |
| 29825 | 09/20/18 | WW 8/17-9/19/18 0918D | 210-43110.623 HEATING/NATURAL GAS | 68.11 | 19130 | 09/28/18 |
| 29825 | 09/20/18 | WW 8/17-9/19/18 0918D | 210-45551.623 HEATING/NATURAL GAS | 61.09 | 19130 | 09/28/18 |
| 29825 | 09/20/18 | WW 8/17-9/19/18 0918D | 210-41940.623 HEATING/NATURAL GAS | 67.58 | 19130 | 09/28/18 |
| 29825 | 09/20/18 | WW 8/17-9/19/18 0918D | 210-42220.623 HEATING/NATURAL GAS | 52.58 | 19130 | 09/28/18 |
| 29825 | 09/20/18 | PSS 8/17-9/19/18 2262012 9/20 | 210-41940.625 PARK ST. SCHOOL NAT GAS | 66.79 | 19132 | 09/28/18 |
| 28195 | 08/29/18 | BL-BOOKS 28195 | 210-45551.640 ADULT COLLECTION-PRINT & | 42.80 | 19134 | 09/28/18 |
| 12690 | 09/13/18 | BL-BUILDING MAINTENANCE 3367 | 210-45551.434 MAINT. BUILDINGS/GROUNDS | 267.00 | 19138 | 09/28/18 |
| 01930 | 09/25/18 | SR soup for seniors 232827 | 225-45122.812 MEAL SITE EXPENSES | 70.00 | 19052 | 09/28/18 |
| 01930 | 09/25/18 | SR soup for seniors 232827 | 225-45122.614 PROGRAM EXPENSES | 15.00 | 19052 | 09/28/18 |
| 02005 | 10/01/18 | VA-VILLAGE BCBS OCTOBER18 100118D | 226-45120.210 HEALTH INS & OTHER BENEFIT | 3036.80 | 19045 | 09/28/18 |
| 02005 | 10/01/18 | VA-VILLAGE BCBS OCTOBER18 100118D | 226-45121.210 HEALTH INS & OTHER BENEFIT | 5235.44 | 19045 | 09/28/18 |
| 02005 | 10/01/18 | VA-VILLAGE BCBS OCTOBER18 100118D | 226-45110.210 HEALTH INS & OTHER BENEFIT | 607.36 | 19045 | 09/28/18 |

| Vendor | Invoice Date | Invoice Description | Account | Amount Paid | Check Number | Check Date |
|--------|--------------|---|--|-------------|--------------|------------|
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 226-45120.210 HEALTH INS & OTHER BENEFI | 190.40 | 19090 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 226-45121.210 HEALTH INS & OTHER BENEFI | 234.70 | 19090 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 226-45110.210 HEALTH INS & OTHER BENEFI | 47.59 | 19090 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 226-45120.210 HEALTH INS & OTHER BENEFI | 176.44 | 19101 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 226-45121.210 HEALTH INS & OTHER BENEFI | 366.71 | 19101 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 226-45110.210 HEALTH INS & OTHER BENEFI | 35.97 | 19101 | 09/28/18 |
| 25375 | 10/01/18 | VISION SERVICE PLAN (CT) VA-VILLAGE VSP OCT 2018 100118D | 226-45120.210 HEALTH INS & OTHER BENEFI | 40.14 | 19128 | 09/28/18 |
| 25375 | 10/01/18 | VISION SERVICE PLAN (CT) VA-VILLAGE VSP OCT 2018 100118D | 226-45121.210 HEALTH INS & OTHER BENEFI | 73.98 | 19128 | 09/28/18 |
| 25375 | 10/01/18 | VISION SERVICE PLAN (CT) VA-VILLAGE VSP OCT 2018 100118D | 226-45110.210 HEALTH INS & OTHER BENEFI | 9.01 | 19128 | 09/28/18 |
| 23015 | 09/07/18 | VT DEPT OF TAXES August Meals Tax 090718D | 226-34725.000 CONCESSION SALES | 586.91 | 19135 | 09/28/18 |
| 03280 | 09/20/18 | ENGINEERS CONSTRUCTION IN VC-Main St Ped Bridge 180868 | 230-46801.016 MAIN PED BRIDGE BC1828 | 63861.07 | 19061 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 254-43200.210 HEALTH INS & OTHER BENEFI | 2565.49 | 19045 | 09/28/18 |
| 21840 | 09/19/18 | FIRST NATIONAL BANK OMAHA ST drop box subscription 091418D | 254-43200.610 SUPPLIES | 99.00 | 19069 | 09/28/18 |
| 07010 | 09/14/18 | GREEN MOUNTAIN POWER CORP VA-SEPT CONSOLIDATED BILL 091418D | 254-43200.622 ELECTRICAL SERVICE | 38.46 | 19079 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 254-43200.210 HEALTH INS & OTHER BENEFI | 116.14 | 19090 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 254-43200.210 HEALTH INS & OTHER BENEFI | 159.86 | 19101 | 09/28/18 |
| 25375 | 10/01/18 | VISION SERVICE PLAN (CT) VA-VILLAGE VSP OCT 2018 100118D | 254-43200.210 HEALTH INS & OTHER BENEFI | 32.39 | 19128 | 09/28/18 |
| 29825 | 09/20/18 | VT GAS SYSTEMS WW 8/17-9/19/18 0918D | 254-43200.623 HEATING/NATURAL GAS | 38.37 | 19130 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 255-43200.210 HEALTH INS & OTHER BENEFI | 6749.79 | 19045 | 09/28/18 |
| 06870 | 09/20/18 | ENDYNE INC WW-PRI COD ZN 277032 | 255-43200.577 CONTRACT LABORATORY SERVI | 62.00 | 19060 | 09/28/18 |
| 06870 | 09/20/18 | ENDYNE INC WW-EFF METALS 277110 | 255-43200.577 CONTRACT LABORATORY SERVI | 63.00 | 19060 | 09/28/18 |
| 21740 | 09/19/18 | FIRST NATIONAL BANK OMAHA WW exit interview CWhitco 082318A | 255-43200.500 TRAINING, CONFERENCES, DU | 21.26 | 19068 | 09/28/18 |
| 21740 | 09/19/18 | FIRST NATIONAL BANK OMAHA WW Free Press 082918B | 255-43200.610 SUPPLIES | 22.00 | 19068 | 09/28/18 |
| 21740 | 09/19/18 | FIRST NATIONAL BANK OMAHA WW various items 083018C | 255-43200.618 SUPPLIES - LABORATORY | 44.91 | 19068 | 09/28/18 |
| 21740 | 09/19/18 | FIRST NATIONAL BANK OMAHA WW various items 083018C | 255-43200.610 SUPPLIES | 12.98 | 19068 | 09/28/18 |

| Vendor | Invoice Date | Invoice Description Invoice Number | Account | Amount Paid | Check Number | Check Date |
|--------|--------------|---|---|-------------|--------------|------------|
| 21740 | 09/19/18 | FIRST NATIONAL BANK OMAHA PWW lunch & learn 083118D | 255-43200.500 TRAINING, CONFERENCES, DU | 29.91 | 19068 | 09/28/18 |
| 21740 | 09/19/18 | FIRST NATIONAL BANK OMAHA 2 pairs pants 083118EI | 255-43200.612 UNIFORMS,BOOTS,ETC | 79.98 | 19068 | 09/28/18 |
| 21740 | 09/19/18 | FIRST NATIONAL BANK OMAHA WW gas detector svc shpmm 083118F | 255-43200.570 MAINTENANCE OTHER | 11.16 | 19068 | 09/28/18 |
| 21740 | 09/19/18 | FIRST NATIONAL BANK OMAHA WW battery , lamps 090418G | 255-43200.570 MAINTENANCE OTHER | 111.93 | 19068 | 09/28/18 |
| 21740 | 09/19/18 | FIRST NATIONAL BANK OMAHA WW latex gloves 090418H | 255-43200.570 MAINTENANCE OTHER | 377.00 | 19068 | 09/28/18 |
| 21740 | 09/19/18 | FIRST NATIONAL BANK OMAHA WW latex gloves 090418H | 255-43200.618 SUPPLIES - LABORATORY | 32.00 | 19068 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 255-43200.210 HEALTH INS & OTHER BENEFIT | 244.17 | 19090 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 255-43200.210 HEALTH INS & OTHER BENEFIT | 500.11 | 19101 | 09/28/18 |
| 03160 | 09/17/18 | P & H SENESAC INC WW-POLYMER DEWATERING 20037 | 255-43200.619 CHEMICALS | 6900.00 | 19104 | 09/28/18 |
| 12265 | 09/21/18 | RICOH USA, INC WW 9/16-10/15/18 101132319 | 255-43200.610 SUPPLIES | 115.94 | 19112 | 09/28/18 |
| V2093 | 09/12/18 | SLACK CHEMICAL COMPANY IN WW-CREDIT CONTAINER RETRN 160698 | 255-43200.619 CHEMICALS | -160.00 | 19121 | 09/28/18 |
| V2093 | 09/12/18 | SLACK CHEMICAL COMPANY IN WW super chlor,amm hydrox 372169 | 255-43200.619 CHEMICALS | 362.90 | 19121 | 09/28/18 |
| V2124 | 09/15/18 | STAPLES ADVANTAGE WW supplies 3390109554 | 255-43200.610 SUPPLIES | 87.06 | 19123 | 09/28/18 |
| 25375 | 10/01/18 | VISION SERVICE PLAN (CT) VA-VILLAGE VSP OCT 2018 100118D | 255-43200.210 HEALTH INS & OTHER BENEFIT | 93.23 | 19128 | 09/28/18 |
| 29825 | 09/20/18 | VT GAS SYSTEMS WW 8/17-9/19/18 0918D | 255-43200.623 HEATING/NATURAL GAS | 998.67 | 19130 | 09/28/18 |
| 02005 | 10/01/18 | BCBSVT VA-VILLAGE BCBS OCTOBER18 100118D | 256-43200.210 HEALTH INS & OTHER BENEFIT | 1677.53 | 19045 | 09/28/18 |
| 07010 | 09/14/18 | GREEN MOUNTAIN POWER CORP VA-SEPT CONSOLIDATED BILL 091418D | 256-43200.622 ELECTRICAL SERVICE | 994.26 | 19079 | 09/28/18 |
| 07010 | 09/14/18 | GREEN MOUNTAIN POWER CORP VA-SEPT CONSOLIDATED BILL 091418D | 256-43220.001 SUSIE WILSON PS COSTS | 326.27 | 19079 | 09/28/18 |
| 07010 | 09/14/18 | GREEN MOUNTAIN POWER CORP VA-SEPT CONSOLIDATED BILL 091418D | 256-43220.002 WEST ST PS COSTS | 482.31 | 19079 | 09/28/18 |
| 14025 | 10/01/18 | LINCOLN NATIONAL LIFE INS VA-VILLAGE LIFE INSURANCE 100118D | 256-43200.210 HEALTH INS & OTHER BENEFIT | 108.30 | 19090 | 09/28/18 |
| 24960 | 10/01/18 | NORTHEAST DELTA DENTAL VA-VILLAGE DELTA DENTAL 100118D | 256-43200.210 HEALTH INS & OTHER BENEFIT | 137.57 | 19101 | 09/28/18 |
| 25375 | 10/01/18 | VISION SERVICE PLAN (CT) VA-VILLAGE VSP OCT 2018 100118D | 256-43200.210 HEALTH INS & OTHER BENEFIT | 28.60 | 19128 | 09/28/18 |
| 29825 | 09/20/18 | VT GAS SYSTEMS WW 8/17-9/19/18 0918D | 256-43220.001 SUSIE WILSON PS COSTS | 41.34 | 19130 | 09/28/18 |
| 29825 | 09/20/18 | VT GAS SYSTEMS WW 8/17-9/19/18 0918D | 256-43220.002 WEST ST PS COSTS | 41.34 | 19130 | 09/28/18 |
| 29825 | 09/20/18 | VT GAS SYSTEMS WW 8/17-9/19/18 0918D | 256-43200.623 HEATING/NATURAL GAS | 41.68 | 19130 | 09/28/18 |

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Town of Essex Accounts Payable
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| Vendor | Invoice Date | Invoice Description Invoice Number | Account | Amount Paid | Check Number | Check Date |
|--------|--------------------|--|---|-------------|--------------|------------|
| 05290 | ADVANCE AUTO PARTS | 09/06/18 VF-HARDWARE 4939058 | 210-42220.610 SUPPLIES | 4.98 | 19144 | 10/05/18 |
| 05290 | ADVANCE AUTO PARTS | 09/05/18 ST oil 552824829854 | 210-43110.626 GAS,GREASE AND OIL | 3.25 | 19144 | 10/05/18 |
| 05290 | ADVANCE AUTO PARTS | 09/07/18 ST spark plug 552825056678 | 210-43110.570 MAINTENANCE OTHER | 7.44 | 19144 | 10/05/18 |
| 05290 | ADVANCE AUTO PARTS | 09/10/18 ST mix gasket 552825343049 | 210-43110.610 SUPPLIES | 5.54 | 19144 | 10/05/18 |
| 05290 | ADVANCE AUTO PARTS | 09/12/18 ST respirators 552825556893 | 210-43110.572 INTERVIEW COSTS | 31.10 | 19144 | 10/05/18 |
| 05290 | ADVANCE AUTO PARTS | 09/13/18 ST conspicuity tape 552825643240 | 210-43110.610 SUPPLIES | 25.38 | 19144 | 10/05/18 |
| 05290 | ADVANCE AUTO PARTS | 09/14/18 ST plastic weld 552825743330 | 210-43110.610 SUPPLIES | 6.64 | 19144 | 10/05/18 |
| 05290 | ADVANCE AUTO PARTS | 09/18/18 ST oil 552826143558 | 210-43110.626 GAS,GREASE AND OIL | 14.32 | 19144 | 10/05/18 |
| 05290 | ADVANCE AUTO PARTS | 09/21/18 ST ultra shine 552826443708 | 210-43110.610 SUPPLIES | 6.57 | 19144 | 10/05/18 |
| 05290 | ADVANCE AUTO PARTS | 09/21/18 ST spark plug 552826443732 | 210-43110.570 MAINTENANCE OTHER | 7.44 | 19144 | 10/05/18 |
| 05290 | ADVANCE AUTO PARTS | 09/25/18 ST detailer 552826839508 | 210-43110.610 SUPPLIES | 7.38 | 19144 | 10/05/18 |
| 05290 | ADVANCE AUTO PARTS | 09/25/18 ST misc items 552826839512 | 210-43110.610 SUPPLIES | 29.56 | 19144 | 10/05/18 |
| 25955 | AT&T MOBILITY | 09/01/18 Cell Phones 090118D | 210-45110.535 TELEPHONE SERVICES | 270.65 | 19149 | 10/05/18 |
| 09345 | BASIC | 09/06/18 Sept 18 Basic inv 40105411 | 210-41320.210 HEALTH INS & OTHER BENEFIT | 42.50 | 19152 | 10/05/18 |
| 00530 | BRODART CO | 09/20/18 BF books B5428858 | 210-49345.000 LIBRARY DONATION EXPENDIT | 32.08 | 19158 | 10/05/18 |
| 00530 | BRODART CO | 09/24/18 BL book B5431113 | 210-45551.640 ADULT COLLECTION-PRINT & | 8.24 | 19158 | 10/05/18 |
| 00530 | BRODART CO | 09/24/18 BL book B5431113 | 210-45551.610 SUPPLIES | 0.80 | 19158 | 10/05/18 |
| 00530 | BRODART CO | 09/24/18 BL books B5431114 | 210-45551.640 ADULT COLLECTION-PRINT & | 255.09 | 19158 | 10/05/18 |
| 00530 | BRODART CO | 09/24/18 BL books B5431114 | 210-45551.610 SUPPLIES | 15.20 | 19158 | 10/05/18 |
| 00530 | BRODART CO | 09/26/18 BL books B5433682 | 210-45551.641 JUVEN COLLECTION-PRNT & E | 202.78 | 19158 | 10/05/18 |
| 00530 | BRODART CO | 09/26/18 BL books B5433682 | 210-45551.610 SUPPLIES | 16.80 | 19158 | 10/05/18 |
| 00530 | BRODART CO | 09/26/18 BL books B5433688 | 210-45551.641 JUVEN COLLECTION-PRNT & E | 16.30 | 19158 | 10/05/18 |
| 00530 | BRODART CO | 09/26/18 BL books B5433688 | 210-45551.610 SUPPLIES | 1.60 | 19158 | 10/05/18 |
| 00530 | BRODART CO | 09/26/18 BL book B5433693 | 210-45551.641 JUVEN COLLECTION-PRNT & E | 9.71 | 19158 | 10/05/18 |
| 00530 | BRODART CO | 09/26/18 BL book B5433693 | 210-45551.610 SUPPLIES | 0.80 | 19158 | 10/05/18 |

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Town of Essex Accounts Payable
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| Vendor | Invoice Date | Invoice Description Invoice Number | Account | Amount Paid | Check Number | Check Date |
|--------|--------------|---|--|-------------|--------------|------------|
| 00530 | 09/26/18 | BL book B5433695 | 210-45551.641 JUVEN COLLECTION-PRNT & E | 17.00 | 19158 | 10/05/18 |
| 00530 | 09/26/18 | BL book B5433695 | 210-45551.610 SUPPLIES | 0.80 | 19158 | 10/05/18 |
| 21210 | 09/19/18 | ST tape, cooler maint 5011693577 | 210-43110.610 SUPPLIES | 75.76 | 19164 | 10/05/18 |
| 23525 | 09/25/18 | ST DEF 408910 | 210-43110.626 GAS,GREASE AND OIL | 23.97 | 19165 | 10/05/18 |
| 25120 | 09/06/18 | Online Timesheets 263158 | 210-45110.330 OTHER PROFESSIONAL SVCS | 882.00 | 19166 | 10/05/18 |
| 04940 | 09/12/18 | ST tv,internet 9/19-10/18 0091811 9/18 | 210-43125.610 WINTER MAINTENANCE | 27.79 | 19167 | 10/05/18 |
| 04940 | 09/12/18 | ST tv,internet 9/19-10/18 0091811 9/18 | 210-43110.610 SUPPLIES | 170.05 | 19167 | 10/05/18 |
| 38280 | 09/18/18 | Water 091818D1 | 210-45110.610 SUPPLIES | 75.56 | 19178 | 10/05/18 |
| 38280 | 09/18/18 | Water Cooler for Maint 091818D2 | 210-45220.610 SUPPLIES | 15.00 | 19178 | 10/05/18 |
| 05185 | 09/05/18 | ST signs 806281 | 210-43110.617 SIGNS AND POSTS | 1293.62 | 19180 | 10/05/18 |
| 25715 | 09/18/18 | ST Amtrak station ada 09181817815 | 210-43110.576 ENGINEERING SERVICES | 483.00 | 19183 | 10/05/18 |
| 25715 | 09/18/18 | ST Edgewood Dr 09181818807 | 210-43151.430 STORM SEWER MAINTENANCE | 1318.50 | 19183 | 10/05/18 |
| 25715 | 09/18/18 | ST Pleasant St 09181818811 | 210-43110.576 ENGINEERING SERVICES | 1250.00 | 19183 | 10/05/18 |
| V10576 | 10/01/18 | Sept web host/support 2533 | 210-41320.530 COMMUNICATIONS | 129.00 | 19185 | 10/05/18 |
| 03280 | 09/17/18 | ST topsoil 28096 | 210-43110.616 GRAVEL,TOPSOIL | 280.00 | 19187 | 10/05/18 |
| 03280 | 09/20/18 | ST topsoil 28112 | 210-43110.616 GRAVEL,TOPSOIL | 240.00 | 19187 | 10/05/18 |
| 01010 | 09/19/18 | ST straw 326741 | 210-43110.616 GRAVEL,TOPSOIL | 21.58 | 19189 | 10/05/18 |
| 01010 | 09/26/18 | ST hay 326789 | 210-43110.616 GRAVEL,TOPSOIL | 16.17 | 19189 | 10/05/18 |
| 23215 | 09/21/18 | ST wheel barrow 106901200001 | 210-43110.610 SUPPLIES | 39.99 | 19192 | 10/05/18 |
| 25390 | 09/19/18 | EJRP Credit Card 091918D | 210-45110.340 COMPUTER EXPENSES | 133.70 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | EJRP Credit Card 091918D | 210-45110.550 PRINTING & ADVERTISING | 31.80 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | EJRP Credit Card 091918D | 210-45110.340 COMPUTER EXPENSES | 169.94 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | EJRP Credit Card 091918D | 210-45110.330 OTHER PROFESSIONAL SVCS | 20.14 | 19195 | 10/05/18 |
| 19005 | 09/15/18 | ST telephone svc 4396917 | 210-43110.535 TELEPHONE SERVICES | 0.11 | 19197 | 10/05/18 |
| 10705 | 09/17/18 | Fall Flowers 580389 | 210-45220.610 SUPPLIES | 45.88 | 19201 | 10/05/18 |

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Town of Essex Accounts Payable
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| Vendor | Invoice Date | Invoice Description Invoice Number | Account | Amount Paid | Check Number | Check Date |
|--------|--------------|---------------------------------------|--|-------------|--------------|------------|
| 10705 | 09/17/18 | CREDIT - Fall Flowers 580454 | 210-45220.610 SUPPLIES | -13.96 | 19201 | 10/05/18 |
| 34895 | 10/01/18 | LH Sept Lincoln Hall 1342680 | 210-41940.565 RUBBISH REMOVAL | 198.45 | 19202 | 10/05/18 |
| 34895 | 10/01/18 | ST Sept trash pu 21 Park 1343423 | 210-41940.566 PRK ST SCHL-RUBBISH REM | 74.19 | 19202 | 10/05/18 |
| 20470 | 09/30/18 | VA vehicle gas supply CL228750 | 210-45220.626 GAS, GREASE & OIL | 344.45 | 19203 | 10/05/18 |
| 20470 | 09/30/18 | VA vehicle gas supply CL228750 | 210-42220.626 GAS,GREASE AND OIL | 621.56 | 19203 | 10/05/18 |
| 20470 | 09/30/18 | VA vehicle gas supply CL228750 | 210-43110.626 GAS,GREASE AND OIL | 1507.11 | 19203 | 10/05/18 |
| 04035 | 09/17/18 | Mower Repair W4185 | 210-45220.626 GAS, GREASE & OIL | 308.50 | 19204 | 10/05/18 |
| 21055 | 09/30/18 | BL courier 68136 | 210-45551.536 POSTAGE/DELIVERY | 120.00 | 19205 | 10/05/18 |
| 07010 | 09/10/18 | Admin Bldg Power 091018D | 210-45220.622 ELECTRICAL SERVICE | 4035.43 | 19206 | 10/05/18 |
| 07010 | 09/10/18 | Parks Power 091018D1 | 210-45220.622 ELECTRICAL SERVICE | 319.68 | 19207 | 10/05/18 |
| V9454 | 09/25/18 | ST Jamie McMahon 3207417 | 210-43110.612 UNIFORMS,BOOTS,ETC | 169.98 | 19219 | 10/05/18 |
| 41950 | 08/29/18 | CDL Physical 1206314419 | 210-45110.330 OTHER PROFESSIONAL SVCS | 118.00 | 19224 | 10/05/18 |
| 23420 | 08/28/18 | Dog Pk & Cascade Portolet T162609 | 210-45220.442 EQUIPMENT RENTAL | 200.00 | 19226 | 10/05/18 |
| 24855 | 10/02/18 | EJRP Petty Cash 100218D | 210-45110.550 PRINTING & ADVERTISING | 9.99 | 19227 | 10/05/18 |
| 24855 | 10/02/18 | EJRP Petty Cash 100218D | 210-45110.550 PRINTING & ADVERTISING | 41.02 | 19227 | 10/05/18 |
| 24855 | 10/02/18 | EJRP Petty Cash 100218D | 210-45110.550 PRINTING & ADVERTISING | 46.13 | 19227 | 10/05/18 |
| 25140 | 09/18/18 | ST asphalt 996858 | 210-43120.610 PAVEMENT MAINTENANCE | 321.92 | 19228 | 10/05/18 |
| 25140 | 09/25/18 | ST asphalt 998288 | 210-43120.610 PAVEMENT MAINTENANCE | 256.64 | 19228 | 10/05/18 |
| 25635 | 09/18/18 | Field Paint INV696314 | 210-45220.610 SUPPLIES | 408.00 | 19229 | 10/05/18 |
| 24325 | 09/21/18 | ST license renewal 24140132 | 210-43110.443 RADIO MAINTENANCE | 225.00 | 19232 | 10/05/18 |
| 02050 | 09/26/18 | ST tires 1010181 | 210-43110.432 VEHICLE MAINTENANCE | 20.00 | 19240 | 10/05/18 |
| 05280 | 08/20/18 | Aeration 170556 | 210-45220.330 OTHER PROFESSIONAL SVCS | 1118.56 | 19241 | 10/05/18 |
| 37965 | 09/06/18 | ST Dunbar Dr 71632 | 210-43120.570 SIDEWALK AND CURB MAINTEN | 247.50 | 19242 | 10/05/18 |
| 37965 | 09/17/18 | ST Iroquois Ave 71855 | 210-43120.570 SIDEWALK AND CURB MAINTEN | 370.00 | 19242 | 10/05/18 |
| 29835 | 09/17/18 | Field Paint 27736 | 210-45220.610 SUPPLIES | 60.29 | 19245 | 10/05/18 |

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| 00710 | 09/25/18 | UPS STORE ST shipping 092518D | 210-43110.610 SUPPLIES | 35.36 | 19254 | 10/05/18 |
| 36130 | 09/18/18 | VERIZON WIRELESS VA phone svc 9814834982 | 210-42220.535 TELEPHONE SERVICES | 160.04 | 19255 | 10/05/18 |
| 22070 | 09/28/18 | VILLAGE COPY & PRINT INC. AD business cards (Tammy) 7345 | 210-41320.610 SUPPLIES | 92.00 | 19257 | 10/05/18 |
| 29825 | 09/20/18 | VT GAS SYSTEMS Natural Gas EJRP 092018D | 210-45220.622 ELECTRICAL SERVICE | 71.52 | 19259 | 10/05/18 |
| 29825 | 09/20/18 | VT GAS SYSTEMS Natural Gas EJRP 092018D1 | 210-45220.622 ELECTRICAL SERVICE | 38.37 | 19259 | 10/05/18 |
| 24570 | 09/19/18 | VT TROPHY & ENGRAVING AD name plates 76536 | 210-41320.610 SUPPLIES | 74.00 | 19265 | 10/05/18 |
| 07565 | 08/24/18 | W B MASON CO INC Office Supplies I58148420 | 210-45110.610 SUPPLIES | 2.99 | 19266 | 10/05/18 |
| 07565 | 08/24/18 | W B MASON CO INC Supplies I58154862 | 210-45220.610 SUPPLIES | 116.16 | 19266 | 10/05/18 |
| 07565 | 08/29/18 | W B MASON CO INC Supplies I58280854 | 210-45220.610 SUPPLIES | 254.20 | 19266 | 10/05/18 |
| 07565 | 08/29/18 | W B MASON CO INC Office Supplies I58289821 | 210-45110.610 SUPPLIES | 77.84 | 19266 | 10/05/18 |
| V2485 | 09/27/18 | WESCO DISTRIBUTION, INC. AD batteries for mtg room 194866 | 210-41320.610 SUPPLIES | 43.20 | 19267 | 10/05/18 |
| 19045 | 09/28/18 | HAWK & TROWEL LLC Bal Lincoln Hall door 0304 BAL | 222-46902.001 LINCOLN HALL MAINT | 2719.75 | 19212 | 10/05/18 |
| 21850 | 10/02/18 | BOUCHER CLEANING SERVICES SC monthly cleaning ctr 466 | 225-45122.430 REPAIRS & MAINTENANCE | 250.00 | 19156 | 10/05/18 |
| 12265 | 09/21/18 | RICOH USA, INC SC monthly copier lease 101134393 | 225-45122.610 OPERATIONAL SUPP/EXP | 55.83 | 19234 | 10/05/18 |
| 19995 | 09/26/18 | AMATO DAVID PETTY Enrichment Chess 0005 | 226-45120.330 OTHER PROFESSIONAL SVCS | 100.00 | 19147 | 10/05/18 |
| 13800 | 09/20/18 | BROWN DANIELLE M Enrichment Yoga 092018D | 226-45120.330 OTHER PROFESSIONAL SVCS | 135.00 | 19159 | 10/05/18 |
| 27590 | 09/10/18 | CATAMOUNT COLOR (OFFSET H Fall Brochure 058401 | 226-45110.550 PRINTING & ADVERTISING | 5230.00 | 19160 | 10/05/18 |
| 20570 | 08/26/18 | CATTANEO ANNE Disc Dogs Demo 082618D | 226-45115.330 OTHER PROFESSIONAL SVCS | 100.00 | 19161 | 10/05/18 |
| 04940 | 08/23/18 | COMCAST MSP Internet 0176315 8/23 | 226-45110.530 COMMUNICATIONS | 439.47 | 19171 | 10/05/18 |
| 04940 | 09/23/18 | COMCAST Internet MSP 0176315 9/23 | 226-45110.530 COMMUNICATIONS | 442.36 | 19172 | 10/05/18 |
| 04940 | 08/23/18 | COMCAST Park St Internet 0210908 8/23 | 226-45121.530 COMMUNICATIONS | 206.26 | 19173 | 10/05/18 |
| 04940 | 09/23/18 | COMCAST Internet Park St 0210908 9/23 | 226-45121.530 COMMUNICATIONS | 209.15 | 19174 | 10/05/18 |
| 02800 | 09/06/18 | DISCOUNT SCHOOL SUPPLY IN PS Supplies P37419400101 | 226-45121.610 SUPPLIES | 74.53 | 19181 | 10/05/18 |
| 03520 | 08/23/18 | ESSEX CINEMAS 4/5 Vacation Camp 082318D | 226-45120.610 SUPPLIES | 149.40 | 19191 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45120.610 SUPPLIES | 37.80 | 19195 | 10/05/18 |

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| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45122.610 Supplies | 39.50 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45120.580 TRAVEL | 128.83 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45122.610 Supplies | 24.27 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45121.610 SUPPLIES | 176.99 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45120.610 SUPPLIES | 30.80 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45120.610 SUPPLIES | 89.49 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45110.536 POSTAGE | 53.68 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45120.330 OTHER PROFESSIONAL SVCS | 20.00 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45120.330 OTHER PROFESSIONAL SVCS | 84.00 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45121.330 OTHER PROFESSIONAL SVCS | 140.00 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45120.610 SUPPLIES | 14.67 | 19195 | 10/05/18 |
| 25390 | 09/19/18 | FIRST NATIONAL BANK OMAHA EJRP Credit Card 091918D | 226-45122.610 Supplies | 15.22 | 19195 | 10/05/18 |
| 25590 | 09/19/18 | FUN EXPRESS LLC Const. Junction Event 691976291 | 226-45115.610 SUPPLIES | 139.75 | 19199 | 10/05/18 |
| 12495 | 08/31/18 | OFFICE SYSTEMS OF VT Copier AR146922 | 226-45110.442 Equipment Rentals | 957.53 | 19225 | 10/05/18 |
| 24855 | 10/02/18 | PETTY CASH - CAITLIN FAY EJRP Petty Cash 100218D | 226-45122.580 TRAVEL | 90.00 | 19227 | 10/05/18 |
| 24855 | 10/02/18 | PETTY CASH - CAITLIN FAY EJRP Petty Cash 100218D | 226-45120.610 SUPPLIES | 20.94 | 19227 | 10/05/18 |
| 24855 | 10/02/18 | PETTY CASH - CAITLIN FAY EJRP Petty Cash 100218D | 226-45120.610 SUPPLIES | 7.00 | 19227 | 10/05/18 |
| 24855 | 10/02/18 | PETTY CASH - CAITLIN FAY EJRP Petty Cash 100218D | 226-45120.610 SUPPLIES | 23.08 | 19227 | 10/05/18 |
| 24855 | 10/02/18 | PETTY CASH - CAITLIN FAY EJRP Petty Cash 100218D | 226-45120.330 OTHER PROFESSIONAL SVCS | 71.00 | 19227 | 10/05/18 |
| 25395 | 08/29/18 | POOL WORLD INC Vac Part 205096 | 226-45124.434 MAINTENANCE-BLDGS/GROUNDS | 19.98 | 19230 | 10/05/18 |
| 25395 | 09/12/18 | POOL WORLD INC Vac Repair 205097 | 226-45124.434 MAINTENANCE-BLDGS/GROUNDS | 25.00 | 19230 | 10/05/18 |
| 24830 | 09/24/18 | REINHART FOODSERVICE Fleming VK Snack 927564 | 226-45120.610 SUPPLIES | 84.92 | 19233 | 10/05/18 |
| 24830 | 09/24/18 | REINHART FOODSERVICE Summit VK Snack 928175 | 226-45120.610 SUPPLIES | 133.25 | 19233 | 10/05/18 |
| 24830 | 09/24/18 | REINHART FOODSERVICE Hia VK Snack 928304 | 226-45120.610 SUPPLIES | 72.08 | 19233 | 10/05/18 |
| 24830 | 09/25/18 | REINHART FOODSERVICE Enrichment Snack 929009 | 226-45120.610 SUPPLIES | 57.45 | 19233 | 10/05/18 |

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|--------|--------------|---|--|-------------|--------------|------------|
| 24830 | 09/25/18 | MSP VK Snack 929016 | 226-45120.610 SUPPLIES | 160.17 | 19233 | 10/05/18 |
| 24830 | 10/01/18 | Summit VK Snack 931227 | 226-45120.610 SUPPLIES | 147.52 | 19233 | 10/05/18 |
| 24830 | 10/01/18 | Hia VK Snack 932252 | 226-45120.610 SUPPLIES | 131.92 | 19233 | 10/05/18 |
| 24830 | 10/01/18 | Fleming VK Snack 932266 | 226-45120.610 SUPPLIES | 148.95 | 19233 | 10/05/18 |
| V1976 | 09/19/18 | VK Field Trip 091918D | 226-45120.610 SUPPLIES | 216.00 | 19239 | 10/05/18 |
| 25845 | 10/02/18 | SWA Session A 100218D | 226-45115.330 OTHER PROFESSIONAL SVCS | 8613.00 | 19251 | 10/05/18 |
| 22045 | 08/31/18 | Fingerprints 76539 | 226-45110.330 OTHER PROFESSIONAL SVCS | 60.00 | 19261 | 10/05/18 |
| 38200 | 09/06/18 | Conf - 4 EJRP Regs 090618D | 226-45110.500 TRAINING, CONF, DUES | 780.00 | 19264 | 10/05/18 |
| 31275 | 09/28/18 | cD Pearl St link STP5300 13 | 230-46801.008 CRESCENT CONNECTOR | 27715.67 | 19182 | 10/05/18 |
| 31275 | 09/21/18 | VR Pearl St link 9/21 STP5300(14) | 230-46801.007 PEARL ST. LINKING SIDEWAL | 15575.00 | 19182 | 10/05/18 |
| 36520 | 10/03/18 | Crescent Connector stp 53 7778INDS 108 | 230-46801.008 CRESCENT CONNECTOR | 160.00 | 19260 | 10/05/18 |
| 23215 | 08/16/18 | Bench Slabs 10686071 | 233-46801.003 LANDSCAPING | 126.56 | 19192 | 10/05/18 |
| 10810 | 08/16/18 | Bench Slabs 42471 | 233-46801.003 LANDSCAPING | 538.50 | 19210 | 10/05/18 |
| 05280 | 08/20/18 | Aeration 170556 | 233-46801.008 FIELD MAINTENANCE | 400.00 | 19241 | 10/05/18 |
| 05280 | 08/20/18 | Aeration 170556 | 233-46801.009 PARK AMENITIES | 1300.00 | 19241 | 10/05/18 |
| 05280 | 08/20/18 | Aeration 170556 | 233-46801.007 FENCING | 210.10 | 19241 | 10/05/18 |
| 05280 | 08/20/18 | Aeration 170556 | 233-46801.003 LANDSCAPING | 1047.94 | 19241 | 10/05/18 |
| V10695 | 08/23/18 | Tree Removal Stevens Pk 082318D | 233-46801.003 LANDSCAPING | 3000.00 | 19249 | 10/05/18 |
| 05290 | 09/04/18 | VW-ANTI SEIZE 4729805 | 254-43200.610 SUPPLIES | 7.40 | 19144 | 10/05/18 |
| 23525 | 09/25/18 | VW light 408911 | 254-43200.612 UNIFORMS,BOOTS,ETC | 40.00 | 19165 | 10/05/18 |
| 35260 | 09/07/18 | VW embroidery for Cory 08221838 | 254-43200.612 UNIFORMS,BOOTS,ETC | 20.00 | 19184 | 10/05/18 |
| 20470 | 09/30/18 | VA vehicle gas supply CL228750 | 254-43200.626 GAS,GREASE AND OIL | 125.81 | 19203 | 10/05/18 |
| V10195 | 10/01/18 | WW digester gbt insulatio 154110 | 255-43200.570 MAINTENANCE OTHER | 2700.00 | 19143 | 10/05/18 |
| 05290 | 09/05/18 | WW-OIL FILTER SIDE BY SID 4842804 | 255-43200.432 VEHICLE MAINTENANCE | 13.18 | 19144 | 10/05/18 |
| 05290 | 09/07/18 | WW-GREASE FITUP 5042944 | 255-43330.011 HEADWORKS SCREEN | 8.36 | 19144 | 10/05/18 |

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| 05290 | 09/07/18 | ADVANCE AUTO PARTS WW-GREASE FITUP 5056664 | 255-43330.011 HEADWORKS SCREEN | 27.63 | 19144 | 10/05/18 |
| 06870 | 09/27/18 | ENDYNE INC WW weekly TKN 277742 | 255-43200.577 CONTRACT LABORATORY SERVI | 25.00 | 19186 | 10/05/18 |
| 20470 | 09/30/18 | GLOBAL MONTELO GROUP VA vehicle gas supply CL228750 | 255-43200.626 GAS,GREASE AND OIL | 215.37 | 19203 | 10/05/18 |
| 07010 | 09/21/18 | GREEN MOUNTAIN POWER CORP WW 8/21-9/20 no chp 0918132407 | 255-43200.622 ELECTRICAL SERVICE | 13301.56 | 19208 | 10/05/18 |
| 23980 | 09/26/18 | INTERSTATE ALL BATTERY CE WW lab chem gen set 190320100047 | 255-43200.570 MAINTENANCE OTHER | 117.45 | 19215 | 10/05/18 |
| V9454 | 09/26/18 | LENNY'S SHOE & APP WW Jutras pants 3207566 | 255-43200.612 UNIFORMS,BOOTS,ETC | 79.98 | 19219 | 10/05/18 |
| 36130 | 09/18/18 | VERIZON WIRELESS VA phone svc 9814834982 | 255-43200.535 TELEPHONE SERVICES | 142.69 | 19255 | 10/05/18 |
| 20470 | 09/30/18 | GLOBAL MONTELO GROUP VA vehicle gas supply CL228750 | 256-43200.626 GAS,GREASE AND OIL | 517.73 | 19203 | 10/05/18 |
| Report Total | | | | 110220.10 | | |