



**VILLAGE OF ESSEX JUNCTION
TRUSTEES
REGULAR MEETING AGENDA**

2 Lincoln Street
Essex Junction, VT 05452
Tuesday, October 29, 2019
6:30 PM

E-mail: manager@essexjunction.org

www.essexjunction.org

Phone: (802) 878-6951


1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG** [6:30 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **APPROVE AGENDA**
4. **PUBLIC TO BE HEARD**
 - a. Comments from Public on Items Not on Agenda
5. **BUSINESS ITEMS**
 - a. * Interview for Bike Walk Advisory Committee: Elijah Massey
 - b. Approve Champlain Valley Expo Sound Indemnification Agreement and Financial Contribution Agreement
 - c. Acceptance of FEMA grant for Fire Department—Sarah Macy
6. **CONSENT ITEMS**
 - a. Appoint Planning Commissioner Steven Shaw to the Village Capital Program Review Committee
 - b. Approve minutes: October 8, 2019
 - c. Check Warrants #17168—10/11/19; #17169—10/18/19
7. **READING FILE**
 - a. Board Member Comments
 - b. Memo from Tammy Getchell re: Champlain Valley Expo Sound Reports
 - c. Memo from Robin Pierce re: Village Train Station
 - d. Letter from Vermont Department of Buildings and General Services re: Building Communities Grants Award
 - e. VTDigger, "As Vermonters leave small towns, Burlington region grows
 - f. Letter from Oryza Group re: Announcement of Planned Action
 - g. Vermont League of Cities & Towns Delinquent Tax Collectors Workshop
 - h. Upcoming meeting schedule
8. **EXECUTIVE SESSION**
 - a. *An executive session may be necessary for appointment of a public officer
9. **ADJOURN**

This agenda is available in alternative formats upon request. Meetings of the Trustees, like all programs and activities of the Village of Essex Junction, are accessible to people with disabilities. For information on accessibility or this agenda, call the Unified Manager's office at 878-6951.

Certification: 10/25/2019
Date Posted

MM Mitchell
Initials

Memorandum

To: Village Trustees
From: Tammy Getchell, Assistant to the Manager 
Re: Appointment of volunteers to the Bike Walk Advisory Committee
Date: October 25, 2019

Issue

The Trustees must fill two vacant seats on the Bike Walk Advisory Committee.

Discussion

Two residents have stepped forward for consideration to join the Bike Walk Advisory Committee. Elijah Massey will be interviewed during the regular Trustees meeting on October 29th. James Wicks is scheduled to interview with the Trustees during the regular meeting on November 12th.

For reference, the following are seats that are vacant on the Bike Walk Advisory Committee.

<i>Committee/Board</i>	<i>Open seats</i>	<i>Term(s) ending</i>	<i>Status</i>
Bike Walk Advisory Committee	2	June 30, 2022 June 30, 2022	Advertised since 12/26/18

The appointment of public officials can be a protected discussion during the interview, provided that the Trustees make a final decision to appoint a public official in an open meeting and shall explain the reasons for its final decision during the open meeting.

Cost

None.

Recommendation

It is recommended that the Trustees interview Mr. Elijah Massey on October 29th for the Bike Walk Advisory Committee. If the Trustees wish to enter executive session, the following motion is recommended:

"I move that the Trustees enter into executive session to discuss the proposed public official appointment(s) in accordance with 1 V.S.A. Section 313(a)(3) and to include the Unified Manager, the Assistant Manager and the candidate(s)."

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

October 10, 2019

Dear Trustees,

I am writing to express my interest in volunteering for the Village of Essex Junction's Bike/Walk Advisory Committee. My family and I recently moved to the Village and I am interested in engaging with our new community in a productive and service related capacity. The opportunity to serve on the Bike/Walk Committee seems like a great place to start.

I believe you will find me well qualified for the role for a number of reasons. Foremost among these, I have been a lifelong walker (since an early age), and have been running and biking for only slightly less time. I value both the health benefits of people-powered movement as well as the social/cultural and environmental importance of communities' support of non-motorized transportation options. While Essex Junction is clearly making efforts to ensure that its residents can walk and bike throughout the Village, I would welcome the opportunity to further support this work.

In addition to my personal experience, I believe that my professional background could be useful to the Committee. As a public servant, I have the good fortune to work with towns and villages across the state supporting community development projects, many of which include increasing their walkability and bikability. Among other skills, I would imagine that the practical experience I could offer to the Committee's work with community engagement and project planning would be an asset.

While efforts to increase walking and biking options are not necessarily straightforward – and take work, creativity and collaboration – I'm excited by the possibility of joining the Committee in its efforts.

Thank you for considering my interest in volunteering.

Sincerely,

Elijah Massey
48 Pleasant Street
Essex Junction, Vermont 05452

Memorandum

To: Village Trustees
From: Evan Teich, Unified Manager
Re: Approval of Champlain Valley Expo Sound Indemnification Agreement and Financial Contribution Agreement
Date: October 25, 2019

Issue

The issue is whether the Trustees will approve the Champlain Valley Expo (CVE) Sound Indemnification Agreement and Financial Contribution Agreement.

Discussion

The 5-year Noise Indemnification Agreement with CVE expired September 30, 2019. The current annual contribution agreement with CVE is set to expire on December 31, 2019. I have reviewed both agreements with Tim Shea, Executive Director for CVE and am providing revised agreements for your approval.

Here is a summary of the changes from the previous indemnification contract:

- Changed the word “noise” to “sound” throughout the agreement, except for when mentioned in the “Noise Performance Standards”, from the ordinance.
- Changed the date of the agreement to end December 31, 2020. It was for 5 years and ended in September.
- Removed that the Security Fund must be kept in a separate interest-bearing account and that we agree to pay CVE interest on that account each year in April.
- Changed the lowest violation of intermittent sound levels from \$50 to \$100.
- Suggested changes to have the appeal process go from Zoning Administrator to Unified Manager, who will determine to uphold or recommend a hearing with the Board of Trustees, instead of appealing from the Zoning Administrator directly to the Trustees. Increased the timeframes for appeal.
- Changed dba throughout the document to read, “Dba” and spelled out what this stands for.
- Number 13 defines “abutting property owners” as residing 250 feet from CVE property lines.
- Added (now number 14 in the agreement) a section on fireworks.
- Changed Manager and Village Manager to Unified Manager throughout the document.
- Reorganized Appendix A to include just one “purpose” section and to correct the outline (numbers and letters for sections were missing or out of order).

Here is a summary of the changes from the previous financial contract:

- Shortened to a 2-year contract.
- Removed number 7: *Joint Committee. The terms of this Agreement are the result of consultation and negotiation by a joint CVE/Village Committee consisting of members appointed by the Village Trustees and the CVE Board of Directors. That Joint Committee shall continue to meet from time to time throughout each year during the term of this Agreement to discuss and recommend opportunities for public outreach, and to promote positive relations between the Village and CVE. The Joint Committee may also propose economic development project for consideration by the Village Trustees.*
- Changed Manager and Village Manager to Unified Manager throughout the document.

Cost

None.

Recommendation

It is recommended that the Trustees approve the Champlain Valley Expo Sound Indemnification Agreement and Financial Contribution Agreement.

~~NOISE~~SOUND INDEMNIFICATION AGREEMENT

BETWEEN

THE CHAMPLAIN VALLEY EXPOSITION, INC.

AND THE VILLAGE OF ESSEX JUNCTION

FOR CHAMPLAIN VALLEY EXPOSITION EVENTS

2019-2020

THIS AGREEMENT made this ____ day of _____, ~~2015~~2019 by and between CHAMPLAIN VALLEY EXPOSITION, INC., a Vermont corporation with its principal place of business in Essex Junction, Vermont, (hereinafter referred to as "Indemnitor"~~3~~ or "CVE") and THE VILLAGE OF ESSEX JUNCTION, a Vermont municipality located in Chittenden County, Vermont, (hereinafter referred to as "Indemnitee"~~2~~ or "the Village").

WHEREAS, Indemnitor desires to host one or more concerts and other events, including the Champlain Valley Fair, on its property located within Indemnitee's municipal corporate boundaries ("Indemnitor's premises") from ~~October 1, 2014 to September 30, 2019~~ to December 31, 2020; and

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

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

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

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

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

1. Indemnitor hereby delivers to Indemnitee and Indemnitee agrees to accept and hereby acknowledges receipt of Two Thousand Dollars (\$2,000) as security for Indemnitor's faithful compliance with the aforesaid Noise Performance Standards at all times ("Security Fund"). ~~The Indemnitee agrees to keep the money in a separate interest-bearing account; and on or before April 15th of each year, pay the Indemnitor any accrued interest.~~
2. Indemnitor further agrees to (a) provide Indemnitee access at no charge to Indemnitor's premises throughout the duration of each Event with such communications equipment as the Indemnitee deems reasonably necessary to permit Indemnitee to communicate with CVE personnel on site at the Event capable of and authorized to adjust or moderate the broadcast ~~noisesound~~ levels at the Event if Indemnitee, its agents, employees or contractors, determine that one or more violations of the Noise Performance Standards is occurring; and (b) to cause any such violations to be abated as soon as possible after being notified by Indemnitee of a violation.

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NOISE**SOUND** INDEMNIFICATION AGREEMENT *between CVE and Village of Essex Junction 2019-2020*

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3. The Village of Essex Junction Administrative Procedures Regarding CVE Grandstand Event **NoiseSound** Monitoring ("Administrative Procedures") shall be part of this Agreement attached as Appendix A and hereby incorporated by reference. Any change to the Administrative Procedures shall nullify the Agreement, unless otherwise agreed to in writing by both parties.

NOISE ~~SOUND~~ INDEMNIFICATION AGREEMENT *between CVE and Village of Essex Junction 2019-2020*

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

- A. Each violation of intermittent ~~noisesound~~ levels for first five violations
~~\$50~~ \$100
- B. Each violation of intermittent ~~noisesound~~ levels for second five violations \$150
- C. Each violation of intermittent ~~noisesound~~ levels for third five violations
\$300
- D. Each violation of intermittent ~~noisesound~~ levels for ~~violation~~ violations over fifteen
\$500
- E. Violation of hourly average ~~noisesound~~ levels for each hour \$5,000

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

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

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

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b) If the decision of the Zoning Administrator is appealed, the Unified Manager shall conduct a review within ten (10) working days of the filing of the notice of appeal and shall determine to either uphold the decision of the Zoning Administrator or to recommend a review by the Board of Trustees. If the Unified Manager determines to uphold the decision of the Zoning Administrator, the Unified Manager shall give the Indemnitor written notice thereof by certified mail, return receipt requested. The decision of the Unified Manager shall be final and not otherwise subject to challenge or appeal by the Indemnitor.

c) If the Unified Manager recommends a review by the Board of Trustees, the Unified Manager shall give the Indemnitor written notice thereof by certified mail, return receipt requested. The Board of Trustees of the Village will conduct an appeal hearing within thirty (30) ~~forty-five~~ (45) days of the filing date of the notice of appeal. Unified Manager's decision and shall give the Indemnitor written notice thereof by certified mail, return receipt requested, and post a notice of the meeting in a public place within the Village

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~~NOISE~~SOUND INDEMNIFICATION AGREEMENT *between CVE and Village of Essex Junction 2019-2020*

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offices. The Board of Trustees shall make its decision, and notify the Indemnitor in writing of its decision, with respect to the appeal within ~~ten~~(14) days of the hearing. The decision of the Trustees shall be final and not otherwise subject to challenge or appeal by the Indemnitor.

- d) If the Zoning Administrator issues a notice that there were violations of the Noise Performance Standards and, pursuant to this Agreement, the Indemnitor forfeits some or all of the Security Fund, the Indemnitor shall deposit with the Indemnitee, within fifteen (15) days of a determination of the finality of the notice of the violation or on or before the date of the next Event, whichever first occurs, an amount equal to the amount determined to have been forfeited as a result of the violation(s). Indemnitor shall cause the Security Fund to be fully funded on or prior to the date of each event regardless of the pendency of any appeal(s) from prior determinations of violations by the Zoning Administrator.
8. This Agreement and the fines contained herein shall apply to all events held on the CVE Property that may violate the ~~noisesound~~ standards contained herein. However, all ~~noisesound~~ emanating from the Indemnitor's property during events shall be included in the ~~noisesound~~ reading during an event and subject to both intermittent and average hourly fines as stipulated in this Agreement.
9. CVE agrees that all proposed concerts shall be compatible with, and appropriate for, a Village location which has a broad mix of families and individuals of all ages.
10. This Agreement shall be governed by the laws of the State of Vermont.
11. This is the whole agreement between the Parties on this subject, and any and all prior agreements, negotiations, and discussions between the Parties on this subject are hereby superseded. No modification, amendment or alteration shall be made to this Agreement unless in writing and signed by both parties.
12. Each and every one of the terms, provisions and conditions of this Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns and all persons claiming under or through any of them.
13. The CVE shall hold a public information meeting in June of each year. CVE will review the required ~~noisesound~~ monitoring and provide notice by first class mail to abutting property owners residing 250 feet from CVE property lines. The Village will receive a notice of these meetings.
- ~~14.~~ 14. All requests for fireworks shall be made to the Unified Manager a minimum of sixty (60) days in advance of the event. Any fireworks permitted by the Village for CVE events shall include notice on the CVE electronic sign and a notice paid for by CVE in the Essex Reporter that details the time and day of the fireworks display.
15. In November of each year the Parties to this Agreement shall meet to make appropriate modifications to this Agreement, by mutual consent, based on data and experience gathered from Events and the Annual Fair in the calendar year of said meeting.
- ~~15~~16. This Agreement will run to ~~September 30, 2019~~December 31, 2020 with the understanding that the CVE may request approvals to extend it for specific events beyond that date (see Section #6). The Parties agree that they will start discussions for the renewal of this Agreement no later than ~~April 1, 2019~~September 30, 2020.

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Dated at Essex Junction, Vermont, this ____ day of _____, ~~2015~~2019.

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~~NOISE~~SOUND INDEMNIFICATION AGREEMENT *between CVE and Village of Essex Junction 2019-2020*

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CHAMPLAIN VALLEY EXPOSITION, INC.

By: _____
A duly authorized agent

Dated at Essex Junction, Vermont, this _____ of _____, ~~2015~~2019.

VILLAGE OF ESSEX JUNCTION

By: _____
~~Patrick C. Scheidel~~
~~Municipal~~ Evan Teich
~~Unified~~ Manager
Its duly authorized agent

NOISE*SOUND* INDEMNIFICATION AGREEMENT *between CVE and Village of Essex Junction 2019-2020*

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APPENDIX A

VILLAGE OF ESSEX JUNCTION

ADMINISTRATIVE PROCEDURES

REGARDING CVE GRANDSTAND EVENT *NOISE*SOUND MONITORING

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~~NOISE~~SOUND INDEMNIFICATION AGREEMENT *between CVE and Village of Essex Junction 2019-2020*

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1) PURPOSE

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a) —

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

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

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

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2) MONITORING AND RECORDING PROCEDURES

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

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

c) The events selected to be monitored will be mutually agreed upon by ~~the Exposition~~CVE and the Village ~~Staffs'~~at least sixty (60) days prior to the first event taking place. Complete reports on monitored events shall be provided to the Village ~~when requested. Any event that exceeds the sound levels contained in Zoning Administrator and the Noise Indemnification Agreement shall require a report.~~Essex Police Department. A representative sample of ~~noises~~sound monitor readings shall be taken from the grandstand seating during events held in the grandstand with the roving noise monitor.

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

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

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

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

NOISE SOUND INDEMNIFICATION AGREEMENT between CVE and Village of Essex Junction 2019-2020

be in effect for the duration of the Sound Indemnification Agreement.

3) SOUND WAIVER CATEGORIES

1) PURPOSE:

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

2) CATEGORIES:

a) Category A. This is for the annual Fair. No Sound Waiver Application is required for a maximum of ~~twelve (12)~~ ten (10) Fair days, unless CVE ~~feel they are going to exceed~~ anticipates exceeding the limits outlined in Categories

B and C. The Annual Fair, excluding grandstand events, with an Agreement waiver will adhere to a) the following levels:

One Hour Average ~~72dba~~ (1) hour average – 72 dBA.

Maximum ~~Five Minute Average – 75dba~~ five (5) minute average – 75 dBA.

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

One Hour Average ~~78dba~~ (1) hour average – 78 dBA.

Maximum ~~Five Minute Average – 83dba~~ five (5) minute average – 83 dBA.

c) Category C. CVE requested events, to a maximum of the twenty (20) waiver limit, that have regional and/or community worth. This sound waiver category requires VillageUnified Manager and/or ~~designee approval~~ Designee Approval at which time specific ~~dba~~ dBA limits will be established. Time will be provided for Public Comment on this Category of sound waivers.

4. SOUND MONITORING FOR WAIVED EVENTS

1) PURPOSE:

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

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

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

5. RECORDS:

~~A printout of the noise~~

h) a) All reports on sound readings shall be provided to the Village ~~upon request of same~~ Zoning

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NOISE*SOUND* INDEMNIFICATION AGREEMENT *between CVE and Village of Essex Junction 2019-2020*

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Administrator and the Essex Police Department and kept on file in the Community Development Office for three years, along with any notes that record efforts to obtain compliance. These records will be available for public inspection.

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~~NOISE~~SOUND INDEMNIFICATION AGREEMENT *between CVE and Village of Essex Junction 2019-2020*

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~~3.6.~~6. **FINES:**

- a) Fines shall be imposed in accordance with the ~~NoiseSound~~ Indemnification Agreement between The Champlain Valley Exposition, Inc., and the Village of Essex Junction for Champlain Valley Exposition events, ~~executed this~~ day of ~~,2015.~~ 2020.
- b) As with any zoning violation, the Village of Essex Junction's goal is to obtain compliance. If the CVE is notified of an intermittent ~~noisesound~~ level violation and brings the sound into compliance within ten ~~(10)~~ minutes for each act, they shall not be fined for an intermittent noise violation. If the noise violation is not corrected within the ten-minute compliance period then the appropriate fine schedule for intermittent noise level violations, as outlined on page 2 of 6 of this document under paragraph number four (4), will be imposed for the period that triggered the ten-~~(10)~~-minute compliance notification. Any sounds above permitted levels after the ten-minute compliance period has elapsed shall receive an intermittent ~~noisesound~~ level fine. The hourly average shall be based on a continuous reading and not subject to a warning period to reduce the ~~noisesound~~ level. For purposes of establishing the fine, it shall be based on a stationary machine that is recording the hourly average.

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~~4.7.~~7. **COMMUNICATION:**

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

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~~5.8.~~8. **CALIBRATION:**

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

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SOUND INDEMNIFICATION AGREEMENT

BETWEEN

THE CHAMPLAIN VALLEY EXPOSITION, INC.

AND THE VILLAGE OF ESSEX JUNCTION

FOR CHAMPLAIN VALLEY EXPOSITION EVENTS

2019-2020

THIS AGREEMENT made this ____ day of _____, 2019 by and between CHAMPLAIN VALLEY EXPOSITION, INC., a Vermont corporation with its principal place of business in Essex Junction, Vermont, (hereinafter referred to as "Indemnitor" or "CVE") and THE VILLAGE OF ESSEX JUNCTION, a Vermont municipality located in Chittenden County, Vermont, (hereinafter referred to as "Indemnatee" or "the Village").

WHEREAS, Indemnitor desires to host one or more concerts and other events, including the Champlain Valley Fair, on its property located within Indemnatee's municipal corporate boundaries ("Indemnitor's premises") from **October 1, 2019 to December 31, 2020**; and

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

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

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

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

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

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

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

A. Each violation of intermittent sound levels for first five violations	\$100
B. Each violation of intermittent sound levels for second five violations	\$150
C. Each violation of intermittent sound levels for third five violations	\$300
D. Each violation of intermittent sound levels for violations over fifteen	\$500
E. Violation of hourly average sound levels for each hour	\$5,000

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

5. If the Village of Essex Junction Trustees amends any portions of the Essex Junction Land Development Code or the Village ordinance that addresses noise and sound, then this Agreement shall be modified to conform to the Essex Junction Land Development Code and/or the Village ordinance section; unless otherwise agreed to in writing by both parties.
6. It is agreed that CVE may request the Village to approve events that have performance dates beyond the end of this agreement. If these events are approved by the Village they will be considered to be part of this agreement.
7. Forfeiture and Appeal Procedure.
- Within five (5) working days of receiving a written report on an event from the sound monitoring consultant, the Village Zoning Administrator will provide the Indemnitor written notice, by certified mail, return receipt requested, of any violations of the Noise Performance Standards and the amount of required forfeitures under this Agreement. The Indemnitor may appeal the Village Zoning Administrator's determination to the Unified Manager by filing a written notice of appeal with the Village Clerk within ten (10) working days of the Zoning Administrator's notice. If no appeal is taken, the decision of the Zoning Administrator shall become final.
 - If the decision of the Zoning Administrator is appealed, the Unified Manager shall conduct a review within ten (10) working days of the filing of the notice of appeal and shall determine to either uphold the decision of the Zoning Administrator or to recommend a review by the Board of Trustees. If the Unified Manager determines to uphold the decision of the Zoning Administrator, the Unified Manager shall give the Indemnitor written notice thereof by certified mail, return receipt requested. The decision of the Unified Manager shall be final and not otherwise subject to challenge or appeal by the Indemnitor.
 - If the Unified Manager recommends a review by the Board of Trustees, the Unified Manager shall give the Indemnitor written notice thereof by certified mail, return receipt requested. The Board of Trustees of the Village will conduct an appeal hearing within forty-five (45) days of the date of the Unified Manager's decision and shall give the Indemnitor written notice thereof by certified mail, return receipt requested, and post a notice of the meeting in a public place within the Village offices. The Board of Trustees shall make its decision, and notify the Indemnitor in writing of its decision, with respect to the appeal within fourteen (14) days of the hearing. The decision of the Trustees shall be final and not otherwise subject to challenge or appeal by the Indemnitor.

- d) If the Zoning Administrator issues a notice that there were violations of the Noise Performance Standards and, pursuant to this Agreement, the Indemnitor forfeits some or all of the Security Fund, the Indemnitor shall deposit with the Indemnitee, within fifteen (15) days of a determination of the finality of the notice of the violation or on or before the date of the next Event, whichever first occurs, an amount equal to the amount determined to have been forfeited as a result of the violation(s). Indemnitor shall cause the Security Fund to be fully funded on or prior to the date of each event regardless of the pendency of any appeal(s) from prior determinations of violations by the Zoning Administrator.
8. This Agreement and the fines contained herein shall apply to all events held on the CVE Property that may violate the sound standards contained herein. However, all sound emanating from the Indemnitor's property during events shall be included in the sound reading during an event and subject to both intermittent and average hourly fines as stipulated in this Agreement.
9. CVE agrees that all proposed concerts shall be compatible with, and appropriate for, a Village location which has a broad mix of families and individuals of all ages.
10. This Agreement shall be governed by the laws of the State of Vermont.
11. This is the whole agreement between the Parties on this subject, and any and all prior agreements, negotiations, and discussions between the Parties on this subject are hereby superseded. No modification, amendment or alteration shall be made to this Agreement unless in writing and signed by both parties.
12. Each and every one of the terms, provisions and conditions of this Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns and all persons claiming under or through any of them.
13. The CVE shall hold a public information meeting in June of each year. CVE will review the required sound monitoring and provide notice by first class mail to abutting property owners residing 250 feet from CVE property lines. The Village will receive a notice of these meetings.
14. CVE agrees that fireworks will not take place during any event Sunday through Thursday during the school season. All requests for fireworks shall be made to the Unified Manager a minimum of sixty (60) days in advance of the event. Any fireworks permitted by the Village for CVE events shall include notice on the CVE electronic sign and a notice paid for by CVE in the Essex Reporter that details the time and day of the fireworks display.
15. In November of each year the Parties to this Agreement shall meet to make appropriate modifications to this Agreement, by mutual consent, based on data and experience gathered from Events and the Annual Fair in the calendar year of said meeting.
16. This Agreement will run to December 31, 2020 with the understanding that the CVE may request approvals to extend it for specific events beyond that date (see Section #6). The Parties agree that they will start discussions for the renewal of this Agreement no later than September 30, 2020.

Dated at Essex Junction, Vermont, this ____ day of _____, 2019.

CHAMPLAIN VALLEY EXPOSITION, INC.

By: _____
A duly authorized agent

Dated at Essex Junction, Vermont, this _____ of _____, 2019.

VILLAGE OF ESSEX JUNCTION

By: _____
Evan Teich
Unified Manager
Its duly authorized agent

APPENDIX A

VILLAGE OF ESSEX JUNCTION
ADMINISTRATIVE PROCEDURES
REGARDING CVE GRANDSTAND EVENT SOUND MONITORING

1) PURPOSE

- a) To establish procedures to ensure compliance with the Essex Junction Land Development Code Noise Performance Standards.
- b) To acknowledge historical baseline noise levels for CVE and develop a monitoring protocol that will define reasonable sound levels for events at CVE, and provide sound waivers from the Village Land Development Code for no more than twenty (20) event days for each year of this Agreement. An “event day” is defined as a 24-hour period that begins at the start of the event. Municipal or government events not sponsored by CVE will not be part of the twenty (20) event cap.
- c) To establish a verifiable objective record of the noise levels at CVE waived events.

2) MONITORING AND RECORDING PROCEDURES

- a) Coverage: Any music concert or other outdoor event that may exceed the Noise Performance Standards shall be monitored by an employee of a private contractor that works for the Village of Essex Junction, but is paid for by the Champlain Valley Exposition.
- b) A third party will be hired on an event basis to provide professional sound monitoring during the event(s) (See paragraph #2 c on page 4 of 6). The services of the third party will include a project manager for coordination, a scientist for field measurements and two monitors (one stationary and one mobile) that are factory calibrated prior to each event. The third party will maintain readings per event in a database that can be retrieved later on.
- c) The events selected to be monitored will be mutually agreed upon by CVE and the Village at least sixty (60) days prior to the first event taking place. Complete reports on monitored events shall be provided to the Village Zoning Administrator and the Essex Police Department. A representative sample of sound monitor readings shall be taken from the grandstand seating during events held in the grandstand with the roving noise monitor.
- d) CVE will also perform, with its own equipment, roving monitoring throughout the event and will provide communications with sound board personnel during concerts, which will be a proactive approach toward this overall project.
- e) CVE will pay for all costs directly associated with sound monitoring, or preparation thereof, for CVE events including staff meetings, monitoring, data analysis and reporting. The Village will contract with the third party, pay for services and bill CVE following each event.
- f) The Village may at its own choice and cost retain the third party to monitor additional events. The Village of Essex Junction shall pay for the costs of any additional meetings to be attended by a representative(s) of the third party such as, but not limited to, public meetings.
- g) The professional monitoring will be in effect for the duration of the Sound Indemnification Agreement.

3) SOUND WAIVER CATEGORIES

- a) Category A. This is for the annual Fair. No Sound Waiver Application is required for a maximum of ten (10) Fair days, unless CVE anticipates exceeding the limits outlined in Categories B and C. The Annual Fair, excluding grandstand events, with an Agreement waiver will adhere to the following levels:

One (1) hour average – 72 dBA.

Maximum five (5) minute average – 75 dBA.

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

One (1) hour average – 78 dBA.

Maximum five (5) minute average – 83 dBA.

- c) Category C. CVE requested events, to a maximum of the twenty (20) waiver limit, that have regional and/or community worth. This sound waiver category requires Unified Manager and/or Designee Approval at which time specific dBA limits will be established. Time will be provided for Public Comment on this Category of sound waivers.

4. SOUND MONITORING FOR WAIVED EVENTS

- a) CVE will pay the fee for third party sound monitoring activities at waived events. The cost of other professional sound consulting services will be shared equally by CVE and the Village.
- b) A third party sound monitoring professional will have the capacity to record abnormalities in the sound recording that are the result of sounds outside of CVE's control that skew the sound testing results. Skewed sound noise level recordings can be caused by; rain, thunder, wind, or nonevent source noise. Such abnormalities will be noted by the sound engineer in any report, and enable the Unified Manger to make an informed decision regarding fine generating dba levels that were not a direct result of CVE sound activity.

5. RECORDS

- a) All reports on sound readings shall be provided to the Village Zoning Administrator and the Essex Police Department and kept on file in the Community Development Office for three years, along with any notes that record efforts to obtain compliance. These records will be available for public inspection.

6. FINES

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

subject to a warning period to reduce the sound level. For purposes of establishing the fine, it shall be based on a stationary machine that is recording the hourly average.

7. COMMUNICATION

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

8. CALIBRATION

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

FINANCIAL CONTRIBUTION AGREEMENT BETWEEN
CHAMPLAIN VALLEY EXPOSITION, INC.
AND THE VILLAGE OF ESSEX JUNCTION
2020-2022

This Agreement is entered into by and between Champlain Valley Exposition, Inc. (“CVE”), a Vermont nonprofit corporation with its principal place of business in Essex Junction, Vermont, and the Village of Essex Junction (“Village”), a Vermont municipal corporation, with village offices located at 2 Lincoln Street, Essex Junction, Vermont. The effective date of this Agreement shall be January 1, 2020.

RECITALS

WHEREAS, CVE is the owner of lands and premises commonly known as the “Fairgrounds” located entirely within the Village; and

WHEREAS, CVE has historically hosted concerts, shows, and exhibitions at the Fairgrounds at various times during each year, including the annual Champlain Valley Fair; and

WHEREAS, CVE and the Village recognize the mutual contributions and interdependence, both tangible and intangible, each share with the other, for the benefit of the community at large, and

WHEREAS, CVE has offered to make an annual cash donation to the Village, in addition to the many ongoing indirect and in-kind contributions it makes in the ordinary course of its business; and

WHEREAS, the Village wishes to accept CVE’s offer of a cash donation and to continue working closely with CVE to develop and promote public understanding of the many contributions CVE makes to the community.

NOW THEREFORE, in consideration of the foregoing, and of the mutual undertakings contained herein, CVE and the Village agree as follows:

1. a). Donation. CVE agrees to make a voluntary cash donation in the amount of \$15,000 to the Village each year during the term of this Agreement. The first such donation shall be made on or before June 15, 2020, with two subsequent annual donations on or before June 15 each year, to and including June 15, 2022.

b). Town of Essex. In the event the Town of Essex attempts to implement a donation or other payment from CVE, the Village agrees that CVE’s donation to the Village will be reduced by the amount of any non-voluntary payment to the Town, such that CVE’s total commitment shall not exceed \$15,000

AGREEMENT BETWEEN CHAMPLAIN VALLEY EXPOSITION, INC. and
THE VILLAGE OF ESSEX JUNCTION

per year. CVE agrees not to pay voluntarily any donation or payment to any municipal corporations other than routine sponsorships which shall not reduce the donation to the Village.

2. Donation Use. CVE's annual donation to the Village shall be used for capital development projects within the Village.

3. Term. The conditions of this Agreement shall remain in full force and effect until December 31, 2022.

4. Surcharge. CVE may, in its sole discretion, add a surcharge to any event held at the Fairgrounds, in order to defray the cost of making its donation pursuant to this Agreement. Regardless of whether CVE actually collects such a surcharge, however, it remains obligated to make its annual donation to the Village as provided herein.

5. Other fees and charges. This Agreement shall not affect the terms of any other agreement between CVE and the Village with respect to payments made or to be made by CVE to the Village, nor shall it affect in any way the authority of the Village to enforce its existing ordinances and regulations as they may relate to activities at the Fairgrounds. However, during the term of this Agreement, the Village shall not adopt or impose any new additional fees or charges specific to CVE activities at the Fairgrounds.

6. Annual Fair. The Champlain Valley Fair is currently presented by CVE for a ten-day period each year. The Village has no objection if CVE decides to extend the Fair for an eleventh day after all applicable permits have been obtained.

7. Termination. In the event CVE fails to make its annual donation to the Village as provided herein, or in the event the Village fails to honor or perform any of the promises and obligations undertaken herein, the non-breaching party may terminate this Agreement upon forty-five (45) days written notice to the breaching party, specifying such failure or violation, and this Agreement shall be terminated, unless the breaching party cures the failure or violation specified in such notice within such forty-five (45) days.

9. Notices. Any notice or other communication required or permitted to be given to a party pursuant to this Agreement shall be sent by facsimile or by certified mail, as provided below, or to such other address or destination as may be designated by written notice given pursuant to this paragraph.

If to CVE:	Champlain Valley Exposition, Inc. PO Box 209 Essex Junction, Vermont 05452 Fax: 802-879-5404 Attention: Executive Director
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AGREEMENT BETWEEN CHAMPLAIN VALLEY EXPOSITION, INC. and
THE VILLAGE OF ESSEX JUNCTION

If to the Village: Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452
Fax: 802-878-6946
Attention: Unified Manager's Office.

10. Revisit Agreement: Both parties agree to revisit this Agreement if the State of Vermont revokes the tax exempt status of the Champlain Valley Exposition, Inc.

11. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all previous and contemporaneous agreements and understandings, whether verbal or written, between the parties with respect to that subject matter.

VILLAGE OF ESSEX JUNCTION

CHAMPLAIN VALLEY EXPOSITION, INC

By: _____
Evan Teich
Unified Manager and Duly Authorized Agent
Date:

By: _____
Tim Shea
President and Duly Authorized Agent
Date:

MEMORANDUM

TO: Village Trustees and Evan Teich, Unified Manager
FROM: Sarah Macy, Finance Director/Assistant Manager
CC: Chris Gaboriault, Fire Chief
DATE: October 29, 2019
SUBJECT: EJFD FEMA Grant Awarded

Issue

The issue is whether or not the Trustees will approve the acceptance of a \$148,125 FEMA Assistance to Firefighters Grant awarded to the Essex Junction Fire Department.

Discussion

The Essex Junction Fire Department (EJFD) has been awarded a \$148,125 FEMA FY18 Assistance to Firefighters Grant for the purchase of equipment. The award is \$141,171.42 in FEMA grant funds and a required match of \$7,053.58 which fits well within the FY20 EJFD budget.

The award covers 20 SCBA Units for \$140,000 (including harness/backpack, face piece and 2 cylinders) and an additional 25 face pieces for \$8,125.

In the chaos of audit preparation, budget planning, time away from the office, and some misunderstanding about who was doing what; the award has been accepted on behalf of the Village without the prior approval of the Trustees as specified in the purchasing policy.

Cost

\$7,053.58

Recommendation

It is recommended that the Trustees approve the acceptance of the FEMA FY18 Assistance to Firefighters Grant to the EJFD.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

John Rowell
ESSEX JUNCTION, VILLAGE OF
2 LINCOLN STREET
ESSEX JUNCTION, VT 05452



EMW-2018-FO-01073

Dear John Rowell,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Assistance to Firefighters Grant (AFG) funding opportunity has been approved in the amount of \$141,071.42 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00 percent of the Federal funds awarded, or \$ 7,053.58 for a total approved budget of \$ 148,125.00 . Please see the FY 2018 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2018 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bridget Bean", with a stylized flourish at the end.

Bridget Bean
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: ESSEX JUNCTION, VILLAGE OF

DUNS number: 144372930

Award number: EMW-2018-FO-01073

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$148,125.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Federal	\$141,071.42
Non-Federal	\$7,053.58
Total	\$148,125.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 AFG NOFO.

Approved request details:

Personal Protective Equipment

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

complete NFPA 1981 2019 compliant SCBA

QUANTITY

20

UNIT PRICE

\$7,000.00

TOTAL

\$140,000.00

BUDGET CLASS

Equipment

Face Pieces (not associated with SCBA requests)

DESCRIPTION

facepieces

QUANTITY

25

UNIT PRICE

\$325.00

TOTAL

\$8,125.00

BUDGET CLASS

Equipment

Agreement Articles

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: ESSEX JUNCTION, VILLAGE OF

DUNS number: 144372930

Award number: EMW-2018-FO-01073

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article 2	DHS Specific Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article 10	Copyright
Article 11	Debarment and Suspension
Article 12	Drug-Free Workplace Regulations
Article 13	Duplication of Benefits
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 15	Energy Policy and Conservation Act
Article 16	False Claims Act and Program Fraud Civil Remedies
Article 17	Federal Debt Status
Article 18	Federal Leadership on Reducing Text Messaging while Driving
Article 19	Fly America Act of 1974
Article 20	Hotel and Motel Fire Safety Act of 1990
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 22	Lobbying Prohibitions
Article 23	National Environmental Policy Act
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article	Non-supplanting Requirement
25	
Article	Notice of Funding Opportunity Requirements
26	
Article	Patents and Intellectual Property Rights
27	
Article	Procurement of Recovered Materials
28	
Article	Rehabilitation Act of 1973
29	
Article	Reporting of Matters Related to Recipient Integrity and Performance
30	
Article	Reporting Subawards and Executive Compensation
31	
Article	SAFECOM
32	
Article	Terrorist Financing
33	
Article	Trafficking Victims Protection Act of 2000
34	
Article	Universal Identifier and System of Award Management (SAM)
35	
Article	USA Patriot Act of 2001
36	
Article	Use of DHS Seal, Logo and Flags
37	
Article	Whistleblower Protection Act
38	
Article	Acceptance of Post Award Changes
39	
Article	Prior Approval for Modification of Approved Budget
40	
Article	Disposition of Equipment Acquired Under the Federal Award
41	
Article	Environmental Planning and Historic Preservation
42	

Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. .

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2018-FO-01073	2. Amendment No. N/A	3. Recipient No. 03-6000466	4. Type of Action AWARD	5. Control No. WX02674N2019T		
6. Recipient Name and Address ESSEX JUNCTION, VILLAGE OF 2 LINCOLN ST ESSEX JUNCTION, VT 05452	7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742			
9. Name of Recipient Project Officer Richard Smith	9a. Phone No. 802-324-2358	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 09/16/2019	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/23/2019 to 09/22/2020 Budget Period 09/23/2019 to 09/22/2020		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2019-F8-GB01 - P431-xxxx-4101-D	\$0.00	\$141,071.42	\$141,071.42	\$7,053.58
Totals			\$0.00	\$141,071.42	\$141,071.42	\$7,053.58
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Bridget Bean, Acting Assistant Administrator Grant Programs Directorate	09/16/2019

Memorandum

To: Village Trustees
From: Evan Teich, Unified Manager
Re: Appointment of Planning Commissioner to Village Capital Program Review Committee
Date: October 25, 2019



Issue

The issue is whether to appoint a volunteer to the Capital Program Review Committee.

Discussion

A Planning Commissioner seat on the Village Capital Program Review Committee is vacant. Steven Shaw is interested in being considered for appointment of this seat.

Cost

None.

Recommendation

The Village Capital Program Review Committee has recommended appointment of Planning Commissioner Steven Shaw to a three-year term to expire June 30, 2022.

**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
October 8, 2019**

TRUSTEES PRESENT: Andrew Brown, Chair; George Tyler; Dan Kerin; Amber Thibeault; Raj Chawla

ADMINISTRATION & STAFF: Evan Teich, Unified Manager; Sarah Macy, Finance Director/Assistant Manager

OTHERS PRESENT: Philip Batalion and Patrick Scheld

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE**

Mr. Brown called the meeting to order at 6:30 p.m. and led the assemblage in the Pledge of Allegiance.

2. **AGENDA ADDITIONS/ CHANGES**

None.

3. **PUBLIC TO BE HEARD**

a. Comments from public on items not on the agenda.

None.

4. **BUSINESS ITEMS**

a. *Interview for Village Planning Commission: Philip Batalion

* Mr. Batalion agreed to an open session interview by the Trustees for a position on the Village Planning Commission. Mr. Brown asked Mr. Batalion to explain his interest in serving on the Planning Commission. He said that he is eager to be involved in the community and in local government. Mr. Brown asked Mr. Batalion what he thought about recent developments in the Village. He stated that he liked what was going on, and supported efforts to keep Five Corners the center of the Village. Mr. Tyler told Mr. Batalion that the Planning Commission sometimes has controversial issues in front of them, and asked him how he would feel about hearing these issues. Mr. Batalion said that he has pretty thick skin, and does not take things personally. Mr. Tyler asked if he enjoyed looking at plans and technical designs. Mr. Batalion said that he likes plans, contracts, and has a logical mind. Mr. Tyler asked Mr. Batalion what his thoughts on architecture in the Village were. Mr. Batalion said that he likes the traditional New England architecture, but realizes that it is hard to get done affordably. He and his wife moved to Essex Junction because they liked the walkability of the downtown and want to see that continued in community planning.

Mr. Chawla noted that Essex Junction is a town that many commuters travel through. He asked how Mr. Batalion would like to balance the needs of commuters with that of walkers? Mr. Batalion noted that it is important to continue to route cars through the Village, and that he thinks that the Crescent Connector will aid in helping the downtown area be friendly for both cars and pedestrians. Mr. Kerin asked if Mr. Batalion would be interested in joining another committee if he is not selected for the Planning Commission. Mr. Batalion noted that he would be. Mr. Kerin asked if Mr. Batalion has any involvement in other groups or organizations. He noted that he is heavily involved in a summer camp in Southern Vermont. Ms. Thibeault asked if Mr. Batalion would be able to make the regularly scheduled Planning Commission meetings. He noted that he would be able to do such.

Mr. Batalion noted that he grew up in New Jersey, and attended Emerson College in Boston. He moved to Colorado and attended school to become a park ranger, and also took coursework in

biology. He moved to Vermont in 2010, and worked for Vermont Youth Conservation Corps. He is now employed as an Operations Coordinator for a local IT company.

b. *Interview for Village Planning Commission: Patrick Scheld

* Mr. Scheld agreed to an open session interview by the Trustees for a position on the Village Planning Commission. Mr. Brown asked Mr. Scheld to explain his interest in serving on the Planning Commission. Mr. Scheld noted that he works for the Agency of Commerce and Community Development with the State of Vermont, and visits a lot of communities as a part of his job. He would like to see the Village progress forward like so many other communities. He has read through the Design Five Corners plan, and would like it to be implemented. He stated that he thinks that the Crescent Connector will help to revitalize the community, but has concerns about some of the stoplights creating additional traffic. Mr. Brown asked what Mr. Scheld would like the community to look like if he had a crystal ball. He noted that it would be a place he and his wife would never need to leave. They travel to Williston and Winooski often to shop and eat out, and would like to do more locally.

Mr. Chawla asked if Mr. Scheld sees any conflicts of interest between his job and a potential role on the Planning Commission. Mr. Scheld said that the only potential conflict would be if the Village applied for HUD funding. In this case, he would need to recuse himself from discussions. Mr. Tyler asked what Mr. Scheld felt that the Village was doing right in regards to development. Mr. Scheld noted that he thinks that the new development in the Village Center is going in the right direction.

Mr. Tyler noted that the Land Development Code recently changed to set the maximum building height at four stories, down from six. He asked Mr. Scheld if he thinks that was a good decision. Mr. Scheld noted that it should be pushed back to six stories, and that more density and housing is needed. Mr. Chalwa asked Mr. Scheld what he would do if all the comments that he was hearing from the public were opposed to increasing the height limit to six stories. Mr. Scheld noted that he is always willing to listen, but the reason that there are seven commissioners is because everyone carries their own ideas. Ms. Thibeault asked Mr. Scheld if he would be able to make regularly scheduled Planning Commission meetings. He noted that he would be able to do so. Mr. Kerin asked if Mr. Scheld would be interested in joining a different board if he was not selected for the Planning Commission. Mr. Scheld noted that he would be. Mr. Kerin also asked if Mr. Scheld had been involved in other boards or committees. Mr. Scheld noted that he tried to start his own non-profit a number of years ago, and also volunteered on a Haitian non-profit.

Mr. Brown asked how Mr. Scheld would handle delivering bad news on projects. Mr. Scheld noted that he often had to notify communities that they did not receive grant funding, so he would be comfortable with doing such in this role.

Mr. Brown explained to the candidates that there are two openings on the Planning Commission and four applicants. The board may or may not decide tonight, but will be in touch with all candidates regardless of the choice made.

c. Adopt Ordinance Revision for No Parking on Lincoln Street north of Prospect Street

Mr. Teich noted that staff and the Village engineers have reviewed this potential change due to the fact that vehicles pulling out of Prospect Street and turning left do not have enough visibility due to parked cars. Cars are rarely parked in this location but can cause visibility issues when they are.

Mr. Brown noted that there were two recommendations that the Board needed to act upon:

1) Implement a targeted speed enforcement program to reduce vehicle speeds in this area to respect the current 25 mph posted speed limit. 2) Prohibit parking in the first three parking spaces closest to Prospect Street to provide an available ISD of 280' at 25 mph.

Mr. Chawla expressed concern with the safety of the intersection of North and Grove Streets. Mr. Teich said that he would bring up these concerns with the Village engineer.

RAJ CHAWLA made a motion, and **GEORGE TYLER** seconded that the Trustees move to adopt revisions to Chapter 8, Section 802 of the Village Municipal Code to prohibit parking in the public right-of-way on the side of the street so designated on Lincoln Street on the west side from Prospect Street to a point northerly for a distance of 150 feet. **VOTING: 5-0; motion carried.**

d. Discuss Schedule of Budget Work Sessions

Ms. Macy noted that the Selectboard had decided to have one budget day instead of several budget meetings. Mr. Brown noted that the current system of having a budget day has been going on for a long time and wanted to make sure that it was still working for the board.

Mr. Chawla noted that it could be difficult to absorb so much information in one day, and asked for an outline of the process. Mr. Tyler said that each department comes to the board, gives a presentation, and the Trustees can ask questions. All proposals are vetted by management staff before they are presented to the Trustees.

Ms. Macy noted that all departments have until October 28 to fill out a budget worksheet. Except for personnel costs, it is requested that increases stay under 2.5%. After the worksheets are completed, department heads meet with staff to discuss how their proposals align with their departmental goals. While the board is given the budget book ahead of time, it really comes to life when it is discussed. She believes that it is helpful to get a more complete picture of the budget when it is reviewed in one day. However, discussing the budget at multiple meetings helps to be able to take a more in depth look at the budget. Ms. Macy also asked the board if it is appropriate to continue to discuss the enterprise fund budget at the same time as the general fund budget.

Mr. Brown and Mr. Tyler noted that the board does not typically go through the budget line by line, especially the enterprise fund.

All agreed to keep the budget reviewed during a day in December.

5. CONSENT ITEMS

DAN KERIN made a motion, and GEORGE TYLER seconded, that the Trustees approve the Consent Items:

a. Approve minutes: September 24, 2019

b. Check Warrants: #17166—09/27/19; #17167—10/04/19

VOTING: 5-0; motion carried.

6. READING FILE

a. Board Member Comments

Ms. Thibault said that it would be helpful to see the decibel readings for CVE events in the reading file. It would also be nice to get the Brownell Library reports more frequently. Mr. Teich said that this may be due to the Brownell Library Board schedule, however he will check into it.

Mr. Brown noted that the line striping work looked very good. He also asked Mr. Teich to check to make sure that Brownell did not include extra data due to previous Board of Trustee requests.

Mr. Chawla noted that the Firebird Café is open, and making a positive difference to the block.

Mr. Teich said that staff has received around 690-690 responses to the most recent survey. An analysis will be presented once the survey has closed.

- b. Brownell Library Staff and Director's Reports
- c. Memo from Greg Duggan re: Advertising for an alternate on Economic Development Commission
- d. Upcoming Meeting schedule

7. **EXECUTIVE SESSION**

- a. *An executive session may be necessary to discuss the appointment of a public officer

ANDREW BROWN made a motion, seconded by **GEORGE TYLER** that the Trustees enter into executive session to discuss the proposed public official appointment(s) in accordance with 1 V.S.A. Section 313 (a)(3) and to include the Unified Manager and Assistant Manager to join in the discussion. Voting: unanimous (5-0); motion carried at 7:38 pm.

ANDREW BROWN made a motion, seconded by **DAN KERIN** to appoint Philip Batalion to the Village Planning Commission for a term ending June 30, 2021 and Patrick Scheld to the Village Planning Commission for a term ending June 30, 2020. Voting: unanimous (5-0); motion carried.

ANDREW BROWN moved, and **GEORGE TYLER** seconded, to exit executive session. Voting: unanimous (5-0); motion carried. The meeting adjourned at 7:54 PM.

8. **ADJOURN**

GEORGE TYLER moved, and **DAN KERIN** seconded, to adjourn the meeting. Voting: unanimous (5-0); motion carried. The meeting adjourned at 7:55 PM.

Respectfully Submitted,
Darby Mayville

10/11/19

Town of Essex / Village of EJ Accounts Payable

Page 1 of 6

10:07 am

Check Warrant Report # 17168 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01(GENERAL FUND) All check #s 10/11/19 To 10/11/19 & Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
05290	ADVANCE AUTO PARTS	10/04/19	RUST-GLOSS BLACK 12 OZ 927735963	210-43110.610 SUPPLIES	40.10	25379	10/11/19
05290	ADVANCE AUTO PARTS	10/04/19	OIL 5W30 FULL SYN 1 QT C 927751729	210-43110.610 SUPPLIES	11.94	25379	10/11/19
05290	ADVANCE AUTO PARTS	10/07/19	263 Threadlocker 6ML 1 928051830	210-43110.610 SUPPLIES	21.40	25379	10/11/19
05290	ADVANCE AUTO PARTS	10/08/19	RAIN X TRIGGER 16 OZ 928136096	210-43110.610 SUPPLIES	7.35	25379	10/11/19
20440	AINSWORTH CATHY L	10/01/19	TRUSTEES JOINT MEETING M #39	210-41320.530 COMMUNICATIONS	211.89	25380	10/11/19
V9976	AVONDA AIR SYSTEMS, INC	05/17/19	BUILDING MAINTENANCE 7733	210-41942.021 R&M Bldg - Brownell	320.87	25386	10/11/19
V10503	BAYSCAN TECHNOLOGIES	10/01/19	SUPPLIES 62291	210-45551.610 SUPPLIES	122.00	25389	10/11/19
07465	BIBENS ACE HARDWARE INC	10/08/19	Hardware 35763	210-41946.022 Gen Supplies - Fire Stati	2.17	25391	10/11/19
00530	BRODART CO	09/10/19	BOOKS B5756569	210-45551.641 JUVEN COLLECTION-PRNT & E	9.17	25392	10/11/19
00530	BRODART CO	09/10/19	BOOKS B5756569	210-45551.610 SUPPLIES	0.80	25392	10/11/19
00530	BRODART CO	09/12/19	BOOKS B5758632	210-45551.641 JUVEN COLLECTION-PRNT & E	10.18	25392	10/11/19
00530	BRODART CO	09/12/19	BOOKS B5758632	210-45551.610 SUPPLIES	1.60	25392	10/11/19
00530	BRODART CO	09/13/19	BOOKS B5759667	210-45551.641 JUVEN COLLECTION-PRNT & E	36.58	25392	10/11/19
00530	BRODART CO	09/13/19	BOOKS B5759667	210-45551.610 SUPPLIES	3.20	25392	10/11/19
00530	BRODART CO	09/13/19	BOOKS B5759848	210-45551.641 JUVEN COLLECTION-PRNT & E	266.63	25392	10/11/19
00530	BRODART CO	09/13/19	BOOKS B5759848	210-45551.610 SUPPLIES	17.60	25392	10/11/19
00530	BRODART CO	09/19/19	BOOKS B5765926	210-45551.641 JUVEN COLLECTION-PRNT & E	15.60	25392	10/11/19
00530	BRODART CO	09/19/19	BOOKS B5765926	210-45551.610 SUPPLIES	0.80	25392	10/11/19
00530	BRODART CO	09/20/19	BOOKS B5767580	210-49346.002 JUVEN COLLECTION-PRNT & E	9.68	25392	10/11/19
00530	BRODART CO	09/20/19	BOOKS B5767649	210-45551.610 SUPPLIES	0.80	25392	10/11/19
00530	BRODART CO	09/20/19	BOOKS B5767649	210-45551.641 JUVEN COLLECTION-PRNT & E	11.56	25392	10/11/19
00530	BRODART CO	09/20/19	BOOKS B5767731	210-49345.000 LIBRARY DONATION EXPENDIT	31.82	25392	10/11/19
00530	BRODART CO	09/23/19	BOOKS B5768934	210-45551.610 SUPPLIES	0.20	25392	10/11/19
00530	BRODART CO	09/23/19	BOOKS B5768934	210-45551.640 ADULT COLLECTION-PRINT &	19.57	25392	10/11/19
00530	BRODART CO	09/25/19	Books B5771759	210-49345.000 LIBRARY DONATION EXPENDIT	29.10	25392	10/11/19

10/11/19

10:07 am

Town of Essex / Village of EJ Accounts Payable

Page 2 of 6

Check Warrant Report # 17168 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01(GENERAL FUND) All check #s 10/11/19 To 10/11/19 & Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
00530	BRODART CO	09/26/19	BOOKS B5773471	210-45551.641 JUVEN COLLECTION-PRNT & E	38.03	25392	10/11/19
00530	BRODART CO	09/26/19	BOOKS B5773471	210-45551.610 SUPPLIES	1.60	25392	10/11/19
00530	BRODART CO	09/27/19	BOOKS B5775109	210-45551.610 SUPPLIES	0.80	25392	10/11/19
00530	BRODART CO	09/27/19	BOOKS B5775109	210-45551.640 ADULT COLLECTION-PRINT &	15.65	25392	10/11/19
00530	BRODART CO	09/30/19	Books B5776967	210-45551.610 SUPPLIES	4.00	25392	10/11/19
00530	BRODART CO	09/30/19	Books B5776967	210-45551.641 JUVEN COLLECTION-PRNT & E	52.75	25392	10/11/19
00530	BRODART CO	09/30/19	BOOKS B5776968	210-49345.000 LIBRARY DONATION EXPENDIT	5.59	25392	10/11/19
00530	BRODART CO	10/03/19	BOOKS B5780929	210-45551.640 ADULT COLLECTION-PRINT &	919.34	25392	10/11/19
00530	BRODART CO	10/03/19	BOOKS B5780929	210-45551.610 SUPPLIES	50.40	25392	10/11/19
00530	BRODART CO	10/03/19	BOOKS B5781016	210-49346.001 ADULT COLLECTION-PRINT &	9.80	25392	10/11/19
00530	BRODART CO	10/03/19	BOOKS B5781017	210-45551.610 SUPPLIES	1.60	25392	10/11/19
00530	BRODART CO	10/03/19	BOOKS B5781017	210-45551.640 ADULT COLLECTION-PRINT &	36.16	25392	10/11/19
00530	BRODART CO	10/03/19	Books B5781018	210-45551.610 SUPPLIES	0.80	25392	10/11/19
00530	BRODART CO	10/03/19	Books B5781018	210-45551.640 ADULT COLLECTION-PRINT &	14.03	25392	10/11/19
V10633	CCI SOLUTIONS	10/03/19	SUPPLIES 30437599	210-45551.610 SUPPLIES	103.79	25396	10/11/19
V0461	CENTRAL BEVERAGE	10/01/19	NEWSPAPERS July-Sept 10012019	210-45551.640 ADULT COLLECTION-PRINT &	359.00	25398	10/11/19
21210	CINTAS LOC # 68M 71 M	10/03/19	shop towels 4031634864	210-43110.610 SUPPLIES	91.88	25402	10/11/19
21210	CINTAS LOC # 68M 71 M	10/01/19	watercooler agreement 9064278992	210-43110.610 SUPPLIES	50.00	25402	10/11/19
25120	CLICKTIME.COM	10/03/19	EJRP Online Timesheets 296860	210-45110.330 OTHER PROFESSIONAL SVCS	399.00	25403	10/11/19
25120	CLICKTIME.COM	10/03/19	Timesheet Service Monthly 296968	210-41510.570 Other Purchased Services	80.00	25403	10/11/19
04940	COMCAST	09/23/19	MSP Internet 0176315 919	210-41945.026 Telephone - Maple St Park	564.65	25406	10/11/19
04940	COMCAST	09/23/19	Park St Internet 0210908 919	210-41945.023 Telephone - Park St Sch	250.56	25407	10/11/19
38280	CRYSTAL ROCK BOTTLED WATE	09/17/19	BOTTLED WATER 177222770917	210-41946.020 Gen Supplies - 2 Lincoln	20.11	25408	10/11/19
38280	CRYSTAL ROCK BOTTLED WATE	09/17/19	Maint Water Cooler 177713910917	210-45220.610 SUPPLIES	16.00	25408	10/11/19
25715	DONALD L. HAMLIN CONSULT	08/09/19	Double paid 19-803A	210-15102.000 EXCHANGE - ENGI/LEGAL	-925.00	25411	10/11/19

10/11/19

Town of Essex / Village of EJ Accounts Payable

Page 3 of 6

10:07 am

Check Warrant Report # 17168 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01(GENERAL FUND) All check #s 10/11/19 To 10/11/19 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
19410	EAST COAST SIGNALS	09/30/19 Changed LEDs	210-43123.730	2150.00	25416	10/11/19
		6235-201953	Traffic Control			
V10686	EMERGENCY SERVICES MARKET	09/24/19 IAR Yearly Subscription	210-42220.570	735.00	25417	10/11/19
		#19-20513	MAINTENANCE OTHER			
23215	ESSEX EQUIPMENT INC	09/24/19 Boom Lift Aspire paint p	210-45220.442	747.93	25421	10/11/19
		107266580001	EQUIPMENT RENTAL			
18000	FERGUSON WATERWORKS #590	10/03/19 12X10 16GA MTL COR PIPE	210-43150.430	319.92	25422	10/11/19
		0917488	Storm Sewer Maintenance			
25920	FIRE PRO TEC INC	09/27/19 REPLACE FIRE EXTINGUISHER	210-41942.020	312.00	25423	10/11/19
		17089335	R&M Bldg - 2 Lincoln St			
34895	GAUTHIER TRUCKING, INC.	10/01/19 11 Jackson Street	210-43110.565	96.23	25426	10/11/19
		1427466	RUBBISH REMOVAL			
34895	GAUTHIER TRUCKING, INC.	10/01/19 TRASH REMOVAL	210-41942.020	203.18	25426	10/11/19
		1427467	R&M Bldg - 2 Lincoln St			
34895	GAUTHIER TRUCKING, INC.	10/01/19 PEARL ST, MAIN ST MEMORIA	210-43110.565	440.67	25426	10/11/19
		1427468	RUBBISH REMOVAL			
34895	GAUTHIER TRUCKING, INC.	10/01/19 Barrel on bike path	210-43110.565	60.00	25426	10/11/19
		1427603	RUBBISH REMOVAL			
34895	GAUTHIER TRUCKING, INC.	10/01/19 MSP Trash Removal	210-41943.026	305.66	25426	10/11/19
		1428243	Contractual Svcs - Maple			
34895	GAUTHIER TRUCKING, INC.	10/01/19 Brickyard Road	210-43110.565	40.00	25426	10/11/19
		1428468	RUBBISH REMOVAL			
09375	GOOGLE INC	09/30/19 TECH ACCESS	210-45551.530	90.00	25427	10/11/19
		3641717136	TECHNOLOGY ACCESS			
08475	GREEN MOUNTAIN ELECTRIC S	09/19/19 Tennis, skate basketball	210-45220.434	400.93	25429	10/11/19
		S3396219.001	MAINTENANCE-BUILDINGS/GRO			
21055	GREEN MOUNTAIN MESSENGER,	09/30/19 Courier	210-49340.006	120.00	25430	10/11/19
		77625	LIBRARY GRANT EXPENDITURE			
20445	HD SUPPLY CONSTRUCTION &	09/23/19 SHUTOFF ASSEMBLY	210-43110.610	62.00	25433	10/11/19
		50011313453	SUPPLIES			
33495	INGRAM LIBRARY SERVICES I	09/18/19 BOOKS	210-45551.640	18.29	25438	10/11/19
		41999486	ADULT COLLECTION-PRINT &			
33495	INGRAM LIBRARY SERVICES I	09/22/19 BOOKS	210-45551.640	133.89	25438	10/11/19
		42043889	ADULT COLLECTION-PRINT &			
23960	KEENAN'S LOCK & KEY	10/02/19 REPAIR LOCK ON 2ND FLOOR	210-41942.020	58.00	25441	10/11/19
		10516	R&M Bldg - 2 Lincoln St			
10110	MCGOVERN MECHANICAL CORP	09/24/19 REPAIR SINK IN BATHROOM	210-41942.020	367.42	25444	10/11/19
		1389	R&M Bldg - 2 Lincoln St			
V10462	MONAGHAN SAFAR DUCHAM PL	10/09/19 September Legal	210-41320.320	2068.50	25448	10/11/19
		SEP19	LEGAL SERVICES			
05485	NATIONAL BUSINESS LEASING	09/21/19 Monthly National Lease	210-43110.442	72.59	25449	10/11/19
		65213100	EQUIPMENT RENTALS			
05485	NATIONAL BUSINESS LEASING	09/21/19 Monthly National Lease	210-41320.442	138.97	25449	10/11/19
		65213100	LEASED SERVICES			
05485	NATIONAL BUSINESS LEASING	09/21/19 Monthly National Lease	210-45551.442	80.74	25449	10/11/19
		65213100	Rental of Equipment			
05485	NATIONAL BUSINESS LEASING	09/21/19 Monthly National Lease	210-45551.442	80.72	25449	10/11/19
		65213100	Rental of Equipment			
V10729	OVERDRIVE INC	06/30/19 BOOKS	210-45551.640	26.00	25453	10/11/19
		01459DA19149	ADULT COLLECTION-PRINT &			

10/11/19

Town of Essex / Village of EJ Accounts Payable

Page 4 of 6

10:07 am

Check Warrant Report # 17168 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01(GENERAL FUND) All check #s 10/11/19 To 10/11/19 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
V10729	OVERDRIVE INC	09/19/19 BOOKS 01459DA19177	210-45551.640 ADULT COLLECTION-PRINT &	259.99	25453	10/11/19
V10729	OVERDRIVE INC	09/23/19 BOOKS 01459DA19179	210-45551.640 ADULT COLLECTION-PRINT &	119.99	25453	10/11/19
V10729	OVERDRIVE INC	08/20/19 BOOKS 01459DAL9149	210-45551.640 ADULT COLLECTION-PRINT &	26.00	25453	10/11/19
23420	P & P SEPTIC SERVICE INC.	09/18/19 Cascade Pk Portolet T521940	210-45220.442 EQUIPMENT RENTAL	110.00	25454	10/11/19
23420	P & P SEPTIC SERVICE INC.	09/18/19 West St Dog Park Portolet T521941	210-45220.442 EQUIPMENT RENTAL	110.00	25454	10/11/19
23465	PITNEY BOWES, INC.	09/22/19 POSTAGE METER LEASE 3309730992	210-41320.442 LEASED SERVICES	209.97	25457	10/11/19
24325	RADIO NORTH GROUP INC	09/18/19 Pager Maintenance 24141422	210-42220.443 RADIO MAINTENANCE	138.00	25461	10/11/19
24325	RADIO NORTH GROUP INC	09/25/19 Headset Maintenance 24141442	210-42220.443 RADIO MAINTENANCE	211.50	25461	10/11/19
37965	S D IRELAND CONCRETE	09/25/19 #4 KILLORAN DR - sidewalk 79088	210-43124.570 Sidewalk and Curb Mainten	474.50	25466	10/11/19
37965	S D IRELAND CONCRETE	09/26/19 34 Juniper Ridge 79132	210-43124.570 Sidewalk and Curb Mainten	377.50	25466	10/11/19
37965	S D IRELAND CONCRETE	09/30/19 #44 DRURY DR 79243	210-43124.570 Sidewalk and Curb Mainten	319.00	25466	10/11/19
37965	S D IRELAND CONCRETE	10/03/19 #7 BEECH ST 79388	210-43124.570 Sidewalk and Curb Mainten	222.00	25466	10/11/19
20845	SAFETY UNLIMITED INC	09/30/19 Haz Mat Class # EXFD093019	210-42220.500 TRAINING, CONFERENCES, DU	79.95	25467	10/11/19
29835	SHERWIN-WILLIAMS	09/16/19 MSP Paint Aspire buildin 07103	210-45220.434 MAINTENANCE-BUILDINGS/GRO	418.18	25468	10/11/19
29835	SHERWIN-WILLIAMS	09/30/19 HANDY PT PAIL LINER 1477-8	210-43110.610 SUPPLIES	5.86	25468	10/11/19
29835	SHERWIN-WILLIAMS	09/16/19 CREDIT aspire paint 79418	210-45220.434 MAINTENANCE-BUILDINGS/GRO	-25.50	25468	10/11/19
23855	SOUTHWORTH-MILTON, INC.	09/30/19 DIAGNOSIS REPAIR - QUICK SCINV427697	210-43110.432 R&M Services - Vehicles	782.60	25469	10/11/19
00710	UPS STORE	07/30/19 Truck Parts 271725488839	210-42220.432 VEHICLE MAINTENANCE	10.12	25477	10/11/19
00710	UPS STORE	09/13/19 Fire Cam 527172548883	210-42220.570 MAINTENANCE OTHER	12.11	25477	10/11/19
00710	UPS STORE	07/17/19 Shipping FIT Tester 535629128831	210-42220.570 MAINTENANCE OTHER	166.38	25477	10/11/19
36130	VERIZON WIRELESS	09/18/19 phones 8/19/19-9/18/19 9838305787	210-41970.536 POSTAGE	40.01	25478	10/11/19
36130	VERIZON WIRELESS	09/18/19 phones 8/19/19-9/18/19 9838305787	210-42220.535 TELEPHONE SERVICES	120.03	25478	10/11/19
36130	VERIZON WIRELESS	09/18/19 WIRELESS CELL SERVICE 9838346177	210-43110.530 Communications	42.14	25479	10/11/19
29825	VT GAS SYSTEMS	09/23/19 MSP VT Gas 1578756 919	210-41948.026 Natural Gas - Maple St	44.31	25480	10/11/19
29825	VT GAS SYSTEMS	09/23/19 MSP VT Gas 810044 0919	210-41948.026 Natural Gas - Maple St	83.00	25480	10/11/19

10/11/19

Town of Essex / Village of EJ Accounts Payable

Page 5 of 6

10:07 am

Check Warrant Report # 17168 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01(GENERAL FUND) All check #s 10/11/19 To 10/11/19 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
07565	W B MASON CO INC	09/16/19 Maint Supplies 202923724	210-45220.610 SUPPLIES	446.97	25484	10/11/19
07565	W B MASON CO INC	09/19/19 Multi Purpose Room Floor 203061631	210-45220.434 MAINTENANCE-BUILDINGS/GRO	223.98	25484	10/11/19
07565	W B MASON CO INC	09/27/19 SUPPLIES Z03359409	210-45551.610 SUPPLIES	99.96	25484	10/11/19
23000	WHITCOMB	09/26/19 GRAVEL&"CRUSHED STONE&" 00702496	210-43120.610 Summer Const - Supplies	360.32	25485	10/11/19
21760	FIRST NATIONAL BANK OMAHA	08/23/19 EPR Credit Card July Aug 082319D	225-45122.610 OPERATIONAL SUPP/EXP	9.50	25425	10/11/19
05485	NATIONAL BUSINESS LEASING	09/21/19 Monthly National Lease 65213100	225-45122.442 Rental of Equipment	94.15	25449	10/11/19
25955	AT&T MOBILITY	09/23/19 EJRP Cell Phones 28727992310A	226-45120.535 Telephone	274.10	25385	10/11/19
17995	MML INVESTORS SERVICES, L	10/07/19 Four Pillars Retirement S 100719D	226-45115.330 OTHER PROFESSIONAL SVCS	595.20	25447	10/11/19
05485	NATIONAL BUSINESS LEASING	09/21/19 Monthly National Lease 65213100	226-45110.442 Equipment Rentals	177.89	25449	10/11/19
17920	ALICE M SIEGRIEST	10/01/19 Crescent Connector Waiver Parcel 12	230-46801.008 CRESCENT CONNECTOR	1850.00	25382	10/11/19
17920	ALICE M SIEGRIEST	10/04/19 Crescent Connector Waiver Parcel 13	230-46801.008 CRESCENT CONNECTOR	1500.00	25382	10/11/19
17925	C RONALD SIEGRIEST	10/04/19 Crescent Connector Parcel Parcel 12	230-46801.008 CRESCENT CONNECTOR	1850.00	25394	10/11/19
17925	C RONALD SIEGRIEST	10/04/19 Crescent Connector Waiver Parcel 13	230-46801.008 CRESCENT CONNECTOR	1500.00	25394	10/11/19
25715	DONALD L. HAMLIN CONSULT	09/04/19 Crescent Connector 090419 12-83	230-46801.008 CRESCENT CONNECTOR	4689.50	25411	10/11/19
25715	DONALD L. HAMLIN CONSULT	09/04/19 Pearl St Link 190904 17-82	230-46801.007 PEARL ST. LINKING SIDEWAL	3621.40	25411	10/11/19
36240	DUBOIS & KING INC	09/18/19 Crescent Connector Septem #919159	230-46801.008 CRESCENT CONNECTOR	13201.68	25413	10/11/19
V10462	MONAGHAN SAFAR DUCHAM PL	10/09/19 September Legal SEP19	230-46801.008 CRESCENT CONNECTOR	8314.50	25448	10/11/19
17965	PARENT RICHARD	09/26/19 Crescent Connector Waiver Parcel 8	230-46801.008 CRESCENT CONNECTOR	2550.00	25455	10/11/19
17945	PARRELLA ALFRED L	09/26/19 Crescent Connector Waiver Parcel 6	230-46801.008 CRESCENT CONNECTOR	400.00	25456	10/11/19
17945	PARRELLA ALFRED L	09/26/19 Crescent Connector Waiver Parcel 7	230-46801.008 CRESCENT CONNECTOR	1500.00	25456	10/11/19
07465	BIBENS ACE HARDWARE INC	10/07/19 MULTITOOl 18T LTRMN WVE+ 35753	254-43200.612 UNIFORMS,BOOTS,ETC	99.99	25391	10/11/19
23435	CHAMPLAIN WATER DISTRICT	09/06/19 Water Sept 2019 093019D	254-43210.411 CWD WATER PURC - GF	206364.20	25399	10/11/19
23435	CHAMPLAIN WATER DISTRICT	09/06/19 Water Sept 2019 093019D	254-43200.412 STATE WATER TAX	883.40	25399	10/11/19
23435	CHAMPLAIN WATER DISTRICT	09/06/19 Water Sept 2019 093019D	254-43200.411 CWD WATER PURCHASE	39399.64	25399	10/11/19
23435	CHAMPLAIN WATER DISTRICT	09/06/19 Water Sept 2019 093019D	254-43210.412 STATE WATER TAX - GF	4627.00	25399	10/11/19

10/11/19

Town of Essex / Village of EJ Accounts Payable

Page 6 of 6

10:07 am

Check Warrant Report # 17168 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

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18000	10/04/19	FERGUSON WATERWORKS #590 0150506	254-43200.610 SUPPLIES	622.22	25422	10/11/19
42625	10/01/19	ALDRICH & ELLIOTT PC Services 9/1-9/28/19 78679	255-43330.015 Primary Digester Block Re	562.63	25381	10/11/19
42625	10/01/19	ALDRICH & ELLIOTT PC Services 9/1-9/28/19 78679	255-43330.016 Flow EQ Digester Reseal	155.33	25381	10/11/19
23455	09/30/19	CHITTENDEN SOLID WASTE DI 28.43 W Tons Grasslands 20198-ESS	255-43200.568 SLUDGE MANAGEMENT	2485.07	25401	10/11/19
06870	10/04/19	ENDYNE INC Weekly TKN 312461	255-43200.577 CONTRACT LABORATORY SERVI	25.00	25418	10/11/19
06870	10/07/19	ENDYNE INC Ammonia VPIC 312699	255-43200.577 CONTRACT LABORATORY SERVI	340.00	25418	10/11/19
23215	10/02/19	ESSEX EQUIPMENT INC COUPLER,FEMALE 10728572-000	255-43200.570 MAINTENANCE OTHER	12.78	25421	10/11/19
05485	09/21/19	NATIONAL BUSINESS LEASING Monthly National Lease 65213100	255-43200.442 Rental of Equipment	80.74	25449	10/11/19
25330	10/04/19	QUEEN CITY STEEL CO. FLAT 1"X8" 1"3/4 252123	255-43200.570 MAINTENANCE OTHER	25.00	25459	10/11/19
36130	09/18/19	VERIZON WIRELESS phones 8/19/19-9/18/19 9838305787	255-43200.535 TELEPHONE SERVICES	144.78	25478	10/11/19
38680	10/02/19	VT RURAL WATER ASSOC JJUtras Howto Handle The 10/02/2019D	255-43200.500 TRAINING, CONFERENCES, DU	32.00	25482	10/11/19
18000	09/24/19	FERGUSON WATERWORKS #590 6 PVC SWR PLUG 01:0911982 CM074431	256-43200.610 SUPPLIES	-6.10	25422	10/11/19
Report Total				315962.26		

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10/18/19

01:06 pm

Town of Essex / Village of EJ Accounts Payable

Page 1 of 6

Check Warrant Report # 17169 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 10/18/19 To 10/18/19 & Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
05290	ADVANCE AUTO PARTS	09/24/19	ULTIMATE WASHWAX 552926727899	210-41946.022 Gen Supplies - Fire Stati	11.03	25487	10/18/19
02005	BCBSVT	10/01/19	Health Insurance Nov Vill 095967863	210-45220.210 HEALTH INS & OTHER BENEFI	1207.45	25494	10/18/19
02005	BCBSVT	10/01/19	Health Insurance Nov Vill 095967863	210-45110.210 HEALTH INS & OTHER BENEFI	6525.21	25494	10/18/19
02005	BCBSVT	10/01/19	Health Insurance Nov Vill 095967863	210-41320.210 HEALTH INS & OTHER BENEFI	5273.97	25494	10/18/19
02005	BCBSVT	10/01/19	Health Insurance Nov Vill 095967863	210-43151.210 HEALTH INS & OTHER BENEFI	711.12	25494	10/18/19
02005	BCBSVT	10/01/19	Health Insurance Nov Vill 095967863	210-43110.210 HEALTH INS & OTHER BENEFI	4219.18	25494	10/18/19
02005	BCBSVT	10/01/19	Health Insurance Nov Vill 095967863	210-41970.210 HEALTH INS & OTHER BENEFI	1251.24	25494	10/18/19
02005	BCBSVT	10/01/19	Health Insurance Nov Vill 095967863	210-45551.210 HEALTH INS & OTHER BENEFI	6137.33	25494	10/18/19
00530	BRODART CO	10/01/19	BOOK B5777814	210-49345.000 LIBRARY DONATION EXPENDIT	44.52	25497	10/18/19
00530	BRODART CO	10/01/19	BOOKS B5777961	210-49345.000 LIBRARY DONATION EXPENDIT	42.52	25497	10/18/19
00530	BRODART CO	10/01/19	BOOKS B5778124	210-45551.640 ADULT COLLECTION-PRINT &	22.40	25497	10/18/19
00530	BRODART CO	10/01/19	BOOKS B5778124	210-45551.610 SUPPLIES	0.20	25497	10/18/19
00530	BRODART CO	10/03/19	BOOKS B5780457	210-45551.610 SUPPLIES	0.20	25497	10/18/19
00530	BRODART CO	10/03/19	BOOKS B5780457	210-45551.640 ADULT COLLECTION-PRINT &	19.60	25497	10/18/19
00530	BRODART CO	10/04/19	BOOKS B5781953	210-45551.640 ADULT COLLECTION-PRINT &	305.00	25497	10/18/19
00530	BRODART CO	10/04/19	BOOKS B5781953	210-45551.610 SUPPLIES	15.20	25497	10/18/19
00530	BRODART CO	10/04/19	BOOKS B5781954	210-45551.640 ADULT COLLECTION-PRINT &	15.09	25497	10/18/19
00530	BRODART CO	10/04/19	BOOKS B5781954	210-45551.610 SUPPLIES	0.80	25497	10/18/19
00530	BRODART CO	10/04/19	BOOK B5782184	210-49345.000 LIBRARY DONATION EXPENDIT	16.46	25497	10/18/19
16030	BROWN ELECTRIC	10/04/19	hook up plasma cutter 34278	210-43110.434 MAINT. BUILDINGS/GROUNDS	539.54	25498	10/18/19
16030	BROWN ELECTRIC	10/04/19	wire up new air compresso 34279	210-43110.434 MAINT. BUILDINGS/GROUNDS	400.62	25498	10/18/19
V10633	CCI SOLUTIONS	10/03/19	SUPPLIES \$103.79	210-45551.610 SUPPLIES	103.79	25503	10/18/19
V04609	CENTER POINT LARGE PRINT	10/01/19	BOOKS 1728060	210-45551.640 ADULT COLLECTION-PRINT &	93.48	25505	10/18/19
21120	CHAMPLAIN MEDICAL URGENT	09/29/19	Questionnaire Review 00035128-00	210-42220.566 PHYSICAL EXAMS	35.00	25506	10/18/19
04940	COMCAST	09/27/19	Internet 01792100 919	210-41945.022 Telephone - Fire Station	146.90	25510	10/18/19

10/18/19

Town of Essex / Village of EJ Accounts Payable

Page 2 of 6

01:06 pm

Check Warrant Report # 17169 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01(GENERAL FUND) All check #s 10/18/19 To 10/18/19 & Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
03280	ENGINEERS CONSTRUCTION IN	08/31/19	MILL ST/RIVER painting af 10121	210-43120.610 Summer Const - Supplies	6836.00	25516	10/18/19
25920	FIRE PRO TEC INC	09/27/19	Fire Extinguisher Inspect 17089327	210-41942.022 R&M Bldg - Fire Station	130.00	25519	10/18/19
19005	FIRSTLIGHT FIBER	09/15/19	Telephone 5926885	210-41945.022 Telephone - Fire Station	50.31	25521	10/18/19
19005	FIRSTLIGHT FIBER	10/01/19	telephone 5967656	210-41945.020 Telephone - 2 Lincoln St	250.15	25523	10/18/19
19005	FIRSTLIGHT FIBER	10/01/19	TELEPHONE ACCESS 5967778	210-41945.021 Telephone - Brownell	133.07	25524	10/18/19
20470	GLOBAL MONTELLO GROUP	09/30/19	Sept Fuel slips 247838	210-41944.022 Gasoline - Fire Station	495.14	25529	10/18/19
20470	GLOBAL MONTELLO GROUP	09/30/19	Sept Fuel slips 247838	210-43110.626 Vehicle Fuels	1758.03	25529	10/18/19
20470	GLOBAL MONTELLO GROUP	09/30/19	Sept Fuel slips 247838	210-41944.026 Gasoline - Maple St Park	99.31	25529	10/18/19
04035	GOT THAT RENTAL & SALES I	10/11/19	tape 66956	210-43110.610 SUPPLIES	18.99	25531	10/18/19
04775	HI-WAY SAFETY SYSTEMS INC	09/26/19	paint class one roads lon 28911	210-43123.730 Traffic Control	8401.28	25535	10/18/19
33195	LIMOGE & SONS GARAGE DOOR	10/08/19	Overhead Door Repair 65687TE	210-41942.022 R&M Bldg - Fire Station	779.05	25541	10/18/19
V10130	LOWE'S BUSINESS ACCOUNT	09/16/19	quick setting cement 02569	210-43110.610 SUPPLIES	36.66	25542	10/18/19
V10130	LOWE'S BUSINESS ACCOUNT	09/18/19	14" long handle SS B 09324	210-43110.610 SUPPLIES	3.41	25542	10/18/19
V10462	MONAGHAN SAFAR DUCHAM PL	10/08/19	Handy Dumpster Agreement 14179	210-15102.000 EXCHANGE - ENGI/LEGAL	114.00	25544	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	210-45220.210 HEALTH INS & OTHER BENEFIT	70.86	25547	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	210-15109.000 EXCHANGE - COBRA	-184.73	25547	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	210-41510.210 Group Insurance	70.86	25547	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	210-43151.210 HEALTH INS & OTHER BENEFIT	52.03	25547	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	210-45110.210 HEALTH INS & OTHER BENEFIT	472.23	25547	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	210-45551.210 HEALTH INS & OTHER BENEFIT	483.68	25547	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	210-41320.210 HEALTH INS & OTHER BENEFIT	401.38	25547	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	210-43110.210 HEALTH INS & OTHER BENEFIT	358.29	25547	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	210-41970.210 HEALTH INS & OTHER BENEFIT	74.38	25547	10/18/19
25140	PIKE INDUSTRIES INC	10/04/19	asphalt 1053401	210-43120.610 Summer Const - Supplies	254.08	25554	10/18/19
18010	REYNOLDS & SON, INC.	09/23/19	three helmet fronts 3358703	210-42220.612 UNIFORMS, BOOTS, ETC	136.80	25559	10/18/19

10/18/19

Town of Essex / Village of EJ Accounts Payable

Page 3 of 6

01:06 pm

Check Warrant Report # 17169 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01(GENERAL FUND) All check #s 10/18/19 To 10/18/19 & Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
17505	SAND HILL SOLAR LLC	10/15/19	Village Solar 210	210-43110.622 ELECTRICAL SERVICE	194.51	25563	10/18/19
17505	SAND HILL SOLAR LLC	10/15/19	Village Solar 210	210-41947.026 Electricity - Maple St	1795.46	25563	10/18/19
17505	SAND HILL SOLAR LLC	10/15/19	Village Solar 210	210-43115.622 Electricity - St/Traffic	911.15	25563	10/18/19
17505	SAND HILL SOLAR LLC	10/15/19	Village Solar 210	210-41947.020 Electricity - 2 Lincoln S	361.15	25563	10/18/19
17505	SAND HILL SOLAR LLC	10/15/19	Village Solar 210	210-41947.023 Electricity - Park St Sch	202.64	25563	10/18/19
17505	SAND HILL SOLAR LLC	10/15/19	Village Solar 210	210-41947.021 Electricity - Brownell	773.33	25563	10/18/19
17505	SAND HILL SOLAR LLC	10/15/19	Village Solar 210	210-41947.022 Electricity - Fire Statio	361.15	25563	10/18/19
29835	SHERWIN-WILLIAMS	10/10/19	brush 1976-9	210-43110.610 SUPPLIES	27.32	25565	10/18/19
V2124	STAPLES ADVANTAGE	10/12/19	office supplies 3427849896	210-45551.610 SUPPLIES	40.46	25566	10/18/19
19720	VERIZON CONNECT NWF, INC.	10/01/19	MONTHLY AVL SERVICE 1888863	210-43110.442 EQUIPMENT RENTALS	139.71	25576	10/18/19
07565	W B MASON CO INC	09/17/19	Office Supplies 202980397	210-41946.022 Gen Supplies - Fire Stati	673.26	25583	10/18/19
21385	HEALTH EQUITY	10/04/19	Monthly Fees for Oct 2019 b6254s1	210-41510.570 Other Purchased Services	3.45	19101804	10/18/19
17980	ANTHEM SPORTS, LLC	09/20/19	Soccer Goal Replacements 259903	226-45115.610 SUPPLIES	244.77	25490	10/18/19
02005	BCBSVT	10/01/19	Health Insurance Nov Vill 095967863	226-45121.210 HEALTH INS & OTHER BENEFIT	4767.22	25494	10/18/19
02005	BCBSVT	10/01/19	Health Insurance Nov Vill 095967863	226-45120.210 HEALTH INS & OTHER BENEFIT	3634.85	25494	10/18/19
02005	BCBSVT	10/01/19	Health Insurance Nov Vill 095967863	226-45110.210 HEALTH INS & OTHER BENEFIT	625.62	25494	10/18/19
20470	GLOBAL MONTELLO GROUP	09/30/19	Sept Fuel slips 247838	226-45120.626 GAS, GREASE & OIL	65.15	25529	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	226-45121.210 HEALTH INS & OTHER BENEFIT	341.96	25547	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	226-45110.210 HEALTH INS & OTHER BENEFIT	37.19	25547	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19	Dental Village Nov 110119VD	226-45120.210 HEALTH INS & OTHER BENEFIT	256.81	25547	10/18/19
41950	OCCUPATIONAL HEALTH CENTE	08/26/19	CDL Physicals 1206595327	226-45120.330 OTHER PROFESSIONAL SVCS	118.00	25550	10/18/19
41950	OCCUPATIONAL HEALTH CENTE	08/26/19	CDL Physicals 1206595327	226-45115.330 OTHER PROFESSIONAL SVCS	118.00	25550	10/18/19
24855	PETTY CASH - CAITLIN FAY	10/16/19	EJRP Petty Cash 101619D	226-45120.610 SUPPLIES	32.11	25553	10/18/19
24855	PETTY CASH - CAITLIN FAY	10/16/19	EJRP Petty Cash 101619D	226-45122.610 Supplies	24.00	25553	10/18/19
24855	PETTY CASH - CAITLIN FAY	10/16/19	EJRP Petty Cash 101619D	226-45120.580 TRAVEL	380.00	25553	10/18/19

10/18/19

Town of Essex / Village of EJ Accounts Payable

Page 4 of 6

01:06 pm

Check Warrant Report # 17169 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01(GENERAL FUND) All check #s 10/18/19 To 10/18/19 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
20620	RASCO LAURA	10/10/19 PS Playgroup September 101019D	226-45121.330 OTHER PROFESSIONAL SVCS	180.00	25556	10/18/19
24830	REINHART FOODSERVICE	09/23/19 VK Hiawatha Snack 224064	226-45120.610 SUPPLIES	82.04	25557	10/18/19
24830	REINHART FOODSERVICE	09/24/19 VK MSP Snack 224669	226-45120.610 SUPPLIES	147.18	25557	10/18/19
24830	REINHART FOODSERVICE	09/23/19 VK Summit Snack 225192	226-45120.610 SUPPLIES	50.36	25557	10/18/19
24830	REINHART FOODSERVICE	09/25/19 VK Fleming Snack 225882	226-45120.610 SUPPLIES	37.74	25557	10/18/19
24830	REINHART FOODSERVICE	09/25/19 VK Fleming Snack 225888	226-45120.610 SUPPLIES	49.35	25557	10/18/19
24830	REINHART FOODSERVICE	09/25/19 Summit VK Snack 226757	226-45120.610 SUPPLIES	42.37	25557	10/18/19
24830	REINHART FOODSERVICE	09/30/19 VK Hiawatha Snack 227490	226-45120.610 SUPPLIES	88.75	25557	10/18/19
24830	REINHART FOODSERVICE	09/30/19 AEP Snack 228187	226-45120.610 SUPPLIES	106.06	25557	10/18/19
24830	REINHART FOODSERVICE	10/01/19 VK MSP Snack 228817	226-45120.610 SUPPLIES	111.14	25557	10/18/19
24830	REINHART FOODSERVICE	09/30/19 VK Summit Snack 229115	226-45120.610 SUPPLIES	97.96	25557	10/18/19
24830	REINHART FOODSERVICE	10/02/19 VK Fleming Snack 230331	226-45120.610 SUPPLIES	158.79	25557	10/18/19
24830	REINHART FOODSERVICE	10/07/19 VK MSP Snack 231360	226-45120.610 SUPPLIES	172.89	25557	10/18/19
24830	REINHART FOODSERVICE	10/07/19 VK Hiawatha Snack 231649	226-45120.610 SUPPLIES	126.47	25557	10/18/19
24830	REINHART FOODSERVICE	10/08/19 VK Summit Snack 234023	226-45120.610 SUPPLIES	167.86	25557	10/18/19
V1976	ROCKY'S PIZZA	10/02/19 VK Fleming Field Trip 100219D	226-45120.580 TRAVEL	90.00	25560	10/18/19
23495	STUDENT TRANSPORTATION OF	09/24/19 VK Hia Field Trip Bus 70071165	226-45120.580 TRAVEL	197.83	25567	10/18/19
20245	UVM ADVENTURE ROPES COURS	10/08/19 Camp STAR Ropes Course 100819D	226-45122.580 TRAVEL	1000.00	25574	10/18/19
25315	VESPA'S PIZZA PASTA & DEL	10/02/19 VK Fleming Staff Meeting 100219D	226-45120.610 SUPPLIES	22.00	25577	10/18/19
25315	VESPA'S PIZZA PASTA & DEL	10/09/19 VK Hiawatha Open House 100919D	226-45120.610 SUPPLIES	169.00	25577	10/18/19
25315	VESPA'S PIZZA PASTA & DEL	10/10/19 VK MSP Open House 101019D	226-45120.610 SUPPLIES	160.00	25577	10/18/19
19150	WILDFLOWERS STUDIO	10/14/19 Enrichment Session 1 74	226-45120.330 OTHER PROFESSIONAL SVCS	900.00	25584	10/18/19
42625	ALDRICH & ELLIOTT PC	10/09/19 Fairview stormwater 9/1-9 78683	230-46801.715 Fairview Main St ERP	148.68	25488	10/18/19
19090	CEDAR CREEK HOME IMPROVEM	10/07/19 MSP Island Roof Install 100719D	233-46801.010 BUILDING & FACILITIES	3200.00	25504	10/18/19
02005	BCBSVT	10/01/19 Health Insurance Nov Vill 095967863	254-43200.210 HEALTH INS & OTHER BENEFIT	4281.74	25494	10/18/19

10/18/19

Town of Essex / Village of EJ Accounts Payable

Page 5 of 6

01:06 pm

Check Warrant Report # 17169 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 10/18/19 To 10/18/19 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
20470	GLOBAL MONTELLO GROUP	09/30/19 Sept Fuel slips 247838	254-43200.626 GAS, GREASE AND OIL	91.28	25529	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19 Dental Village Nov 110119VD	254-43200.210 HEALTH INS & OTHER BENEFIT	261.88	25547	10/18/19
43010	NORTRAX INC	10/10/19 valve replacement backhoe 1973944	254-43200.570 MAINTENANCE OTHER	871.75	25548	10/18/19
18010	REYNOLDS & SON, INC.	10/09/19 Flashlight Survivor LED 3359744	254-43200.610 SUPPLIES	88.83	25559	10/18/19
38760	TI-SALES INC	10/04/19 meter coders INV0110947	254-43330.002 METER REPLACEMENT PROGRAM	8985.64	25569	10/18/19
05290	ADVANCE AUTO PARTS	10/10/19 LEV HOOK BLOWGU MILTN 552928336198	255-43200.570 MAINTENANCE OTHER	13.12	25487	10/18/19
02005	BCBSVT	10/01/19 Health Insurance Nov Vill 095967863	255-43200.210 HEALTH INS & OTHER BENEFIT	6952.72	25494	10/18/19
11375	CASELLA WASTE MANAGEMENT	10/01/19 October 2YD FL SERVICE MS 2957725	255-43200.565 GRIT DISPOSAL	948.52	25501	10/18/19
04940	COMCAST	08/01/19 July-Aug internet 7/30-8/ 0316028 8/19	255-43200.535 TELEPHONE SERVICES	253.37	25511	10/18/19
04940	COMCAST	08/23/19 Aug-Sept internet bill 8/ 0316028 8/1A	255-43200.535 TELEPHONE SERVICES	153.42	25511	10/18/19
04940	COMCAST	09/23/19 Sept-Oct internet 9/30-1 0316028 9/19	255-43200.535 TELEPHONE SERVICES	153.42	25511	10/18/19
06870	ENDYNE INC	10/11/19 Weekly TKN 313286	255-43200.577 CONTRACT LABORATORY SERVI	35.00	25515	10/18/19
06870	ENDYNE INC	10/14/19 Samples VPiC 313384	255-43200.577 CONTRACT LABORATORY SERVI	1028.00	25515	10/18/19
06870	ENDYNE INC	10/16/19 Sludge Holding Tank 2 Bat 313600	255-43200.577 CONTRACT LABORATORY SERVI	530.00	25515	10/18/19
19005	FIRSTLIGHT FIBER	10/01/19 telephone 5967655	255-43200.535 TELEPHONE SERVICES	181.58	25522	10/18/19
19005	FIRSTLIGHT FIBER	10/01/19 telephone 5967655	255-43200.535 TELEPHONE SERVICES	-0.18	25522	10/18/19
20470	GLOBAL MONTELLO GROUP	09/30/19 Sept Fuel slips 247838	255-43200.626 GAS, GREASE AND OIL	182.85	25529	10/18/19
32035	GMWEA	10/08/19 Fall Conference Registrat 2019-1029	255-43200.500 TRAINING, CONFERENCES, DU	300.00	25530	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19 Dental Village Nov 110119VD	255-43200.210 HEALTH INS & OTHER BENEFIT	517.08	25547	10/18/19
V2159	SURPASS CHEMICAL CO INC	10/03/19 Sodium Hypochlorite 15% T 339998	255-43200.619 CHEMICALS	4362.13	25568	10/18/19
02005	BCBSVT	10/01/19 Health Insurance Nov Vill 095967863	256-43200.210 HEALTH INS & OTHER BENEFIT	2979.20	25494	10/18/19
20470	GLOBAL MONTELLO GROUP	09/30/19 Sept Fuel slips 247838	256-43200.626 GAS, GREASE AND OIL	345.03	25529	10/18/19
24960	NORTHEAST DELTA DENTAL	10/15/19 Dental Village Nov 110119VD	256-43200.210 HEALTH INS & OTHER BENEFIT	175.92	25547	10/18/19
17505	SAND HILL SOLAR LLC	10/15/19 Village Solar 210	256-43200.622 ELECTRICAL SERVICE	130.76	25563	10/18/19
17505	SAND HILL SOLAR LLC	10/15/19 Village Solar 210	256-43220.001 SUSIE WILSON PS COSTS	312.55	25563	10/18/19

10/18/19
01:06 pm

Town of Essex / Village of EJ Accounts Payable
Check Warrant Report # 17169 Current Prior Next FY Invoices For Fund (GENERAL FUND)
For Check Acct 01 (GENERAL FUND) All check #s 10/18/19 To 10/18/19 & Fund 2

Page 6 of 6
HPackard

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
17505	SAND HILL SOLAR LLC	10/15/19	Village Solar 210	256-43220.002 WEST ST PS COSTS	437.64	25563	10/18/19
38760	TI-SALES INC	10/04/19	meter coders INV0110947	256-43330.002 METER REPLACEMENT PROGRAM	17971.27	25569	10/18/19
Report Total					124613.37		

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Memorandum

To: Village Trustees
From: Tammy Getchell, Assistant to the Manager
Re: Champlain Valley Expo Event Sound Reports
Date: October 25, 2019



Issue

To provide the Trustees with an update on Champlain Valley Expo event sound reports.

Discussion

The Vermont Air Testing Services environmental noise monitoring reports for events held at the Champlain Valley Expo are now being published on the Village website and can be found at this link: <https://www.essexjunction.org/news/community-events-information/>.

Cost

None.

Recommendation

This memo is to provide information. No action is necessary.



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MEMORANDUM

TO: Village Trustees and Evan Teich, Village Manager.
FROM : Robin Pierce, Community Development Director
DATE : October 29, 2019
SUBJECT: Village Train Station

Discussion. The Village has long sought to have improvements made to the Train Station on Railroad Avenue. Previously a group of residents and students from UVM worked on a Plan that extended the station and made accommodation for buses in a way that would reduce blocking of the travel lanes in the area of the Station.

More recently the Crescent Connector Road has necessitated a different look at the Station and environs. As part of the Connector Road development vehicle and pedestrian gates will be installed on Central and Main Streets and the track through the Station will be raised to reduce issues with stormwater along the tracks interfering with important signal cables.

In the past year the Village made an application to the office of Senator Leahy in the event that Earmarks returned to the Federal landscape. This application was for the proposal that was generated by the UVM students and residents. To date no new Earmarks have been proposed.

Cost. The track raising and rail crossing work are included in the Crescent Connector project funding with no cost to the Village. If an Earmark is received for the work to the station building and upgrades to Railroad Street this could be in the region of \$2,000,000. Often the host community is required to have a twenty percent contribution to the project giving the Village the possibility of a \$400,000 commitment.

Recommendation: This memo is for information purposes only. No action is required presently.

Department of Buildings and General Services
Office of the Commissioner
2 Governor Aiken Avenue
Montpelier, VT 05633-5801

[phone] 802-828-3519
[fax] 802-828-3533

Agency of Administration

September 12, 2019

Village of Essex Junction
Darby Mayville
2 Lincoln Street
Essex Junction, VT 05452

Dear Darby,

Congratulations! On behalf of Governor Scott, the Vermont General Assembly and the Recreational Facility Grant Committee, it is our great pleasure to inform you that your organization has been selected to receive a Building Communities Grants Award in the amount of \$5,000.00 to convert two tennis courts into 6 pickleball courts at Cascade Park.

Please find the instructions below and policy requirements for the acceptance and use of your grant. In addition, please review, complete, and return the following information (attached) to the Department of Buildings and General Services in order for us to process your award.

1. State of Vermont Grant Agreement Form and Attachment C (Please fill in highlighted areas)
2. Payment Request Form
3. Certificate of Insurance Liability Form (From your insurance agent)
4. W-9 Form
5. Affirmation for Use of Funds Form

Upon successful completion of the funded project or once the total amount of the grant funding received including the 1:1 matching funding has been reached. Please complete this form and attach the corresponding receipts/invoices, plus proof of payment(s) of the invoices/receipts for the allocated project. Example: \$10,000.00 grant received, submit \$20,000.00 worth of corresponding receipts/invoices and \$20,000.00 proof of payments.

If you have any questions regarding your award, please feel free to contact me at (802) 828-3519.

Sincerely,

Judy Bruneau
Grant Administrator
Commissioner's Office
Department of Buildings and General Services

Attachments



BUSINESS & ECONOMY

As Vermonters leave small towns, Burlington region grows

By **Erin Petenko**

Oct 3 2019 | 17 reader footnotes



Burlington and Mt. Mansfield seen from Lake Champlain on Tuesday, August 27, 2019. Photo by Glenn Russell/VTDigger

Ryan Sauer grew up in Pownal, a town of 3,500 with no downtown and a Dollar General store. So when he graduated from the University of Rochester with a degree in optical engineering, he knew he was not headed back to his hometown.

Now he lives in Burlington, where he can bike to three coffee shops from his apartment.

“It’s nice to actually walk somewhere,” he said. “I used to be hours from everywhere except family.”

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Sauer isn’t the only person to choose Vermont’s “big” city over the 200-some odd isolated rural towns that pepper the state.

Vermont’s total population is essentially stagnant and has hardly changed over the last decade. But Census data shows that where people live in the state has shifted dramatically as more people, like Sauer, have chosen to live in Chittenden County and surrounding towns in the northwest. The rest of the state — especially southern Vermont and the Northeast Kingdom — have seen population declines.

Vermont had about 560 more people in 2018 than it did in 2010, a paltry change even for its small population of 626,299. Birth rates are declining, and more residents are [leaving the state](#) than moving in. Vermont’s population migration and birth trends have hit rural areas the hardest, according

to Census data.

The growth of population around Burlington is similar to what is happening with larger municipalities across the nation, said Emily Beam, a professor at the University of Vermont: “The emptying of rural areas, and the general shift of rural populations to urban areas.”

A tale of two cities: Burlington

Nearly a third of Burlington’s 42,000 residents are in their 20s, which makes it far younger than the rest of Vermont. The University of Vermont is a big draw, and, according to Beam, young people like the lifestyle and can find high-paying jobs and lifestyle.

“All of the areas where we see job growth are urban,” she said. “In Vermont, it’s services like health, education and professional work.”

Millennials and Gen Z-ers are following a decades-long drive to live in cities, with access to public transportation, restaurants and bars within walking distance, said Tom Torti, president of the Lake Champlain Chamber of Commerce.

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An advertisement for the VHeat Fuel Buying Program. It features a dark background with a white silhouette of a house with a chimney. The word "Heat" is written in large white letters, with "FUEL BUYING PROGRAM" in smaller orange letters below it. A text box says "Heating your home or business is convenient and more affordable with our VHeat program." At the bottom, there is an orange button that says "ENROLL ONLINE TODAY". The background image shows a snowy night scene with evergreen trees and a small cabin with a warm light emanating from its windows.

“They want the very small city experience,” he said. “They’re coming here for social and environmental externalities not in New York or Boston.”

Emma Lencher, 29, agreed. The native New Jerseyan missed her years at the University of Vermont when she worked in New York City. So when she felt burnt out with her job, she jumped at the chance to work at Burton, a Burlington-based snowboard manufacturer.

Although the former New Yorker misses the subway as she commutes by car or bike to her Burlington job, she said it’s worth the payoff of being close to the mountains.

“The physical location of the city makes it easier to appreciate aspects of life outside of work,” she said.

Prosperity, however, comes at a cost. Housing is more expensive in Chittenden County and surrounding communities. Chris Donnelly of Champlain Housing Trust said in the past, he’d typically have one apartment for every six applicants. Now that figure is one in eight. Joan Shannon, a City Council member and real estate agent, says there is high demand from home buyers as well.

John O’Brien, now a South Burlington resident, spent months commuting from Jeffersonville to Burlington to avoid those high real estate prices. He said he and his wife saved money on housing and child care, but the hour-long, one-way commute ground him down.

“If there’s one backup for the morning commute, there’s no alternative,” he said.

The average rent in Chittenden County has increased 10% since the recession, American Community Survey numbers show. Now 56% of renters pay more than a third of their salary for housing, according to the 2013-2017 Census snapshot.

As Burlington becomes a destination, its surrounding towns and counties are becoming hubs of their own. Once purely a commuter town, St. Albans now attracts people looking for a good quality of life in the northwest while still staying close to Burlington or Montreal, said Rachel Smith, a realtor for S. R. Smith Real Estate.

“The renovation of downtown has made this a destination place,” said Smith, also a member of the Vermont Economic Progress Council.

But Franklin County tends to be “behind the trend of Chittenden County,” Smith said. She hasn’t seen the rate of sales in St. Albans that Chittenden County has experienced.

A tale of two cities: St. Johnsbury

At first glance, St. Johnsbury in Caledonia County could not seem more different than Burlington. A hub of manufacturing in the mid-19th century, the town of 7,200 has declined by about 250 people this decade.



Main Street, St. Johnsbury on Thursday, August 15, 2019. Photo by Glenn Russell/VTDigger

Yet when asked about St. Johnsbury's trouble, assistant town manager Joe Kasprzak pinpointed the same cause as Burlington: housing.

"Young professionals are struggling to find quality housing," he said. A report by Bowen National Research found that [workers in the area chose to commute](#) rather than look for a place to live among the city's aging housing stock.

The town is developing new properties and bringing older properties up to code to encourage the move. Kasprzak said the two populations they most want to attract — seniors and millennials — are both looking for smaller apartments within walking distance of shops and restaurants.

Rural towns across the state have been scrambling to revitalize their downtowns and bring their economies into the future, said Paul Costello, executive director of the Vermont Council on Rural Development.

Smaller, rural communities are campaigning for broadband access and betting big on digital and creative jobs, he said. Some have capitalized on tourism, like Burke with its nearby skiing options.

Research shows rural Americans across the nation have one natural advantage on their side: happiness. Most rural Americans are optimistic about the future of their family and love the small-town lifestyle, according to [a study by the Harvard T.H. Chan School of Public Health](#).

"For young people looking for purpose and community, Vermont has a chance to position itself as the answer," Costello said. "We have clean energy, a great food system, a strong culture and a strong education system."

For Sauer, the Pownal native now living in Burlington, the answer is not as clear. He misses the night sky and the chance to shoot arrows in his backyard without the neighbors nosing in. But when asked what it would take for him to move back to his hometown, he couldn't think of anything.

"There's going to be a lot of people who stay in their hometown. But there will be more people moving out than moving in," he said.

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8338 Office Park Dr.

Douglasville GA 30134

September 26, 2019

Evan Teich, Unified Manager
81 Main Street,
Essex Junction, VT 05452-3209

Re: Announcement of Planned Action

Dear Manager Teich:

The Oryza Group (Oryza) currently provides support to the DHS U.S. Citizenship and Immigration Services in Essex (30/38 River Road), Vermont, as a U.S. Government contractor, pursuant to Service Center Operations Support Services (SCOSS) (the "Contract"). The award for the new SCOSS Contract was not granted to The Oryza Group.

As a result of the result award decision, Oryza will be required to lay off all of its employees assigned to duties at the sites in Vermont at the completion of the Contract on or about November 29, 2019. Although employees may seek employment with the successor contractor to whom the work under the Contract will be transitioned, such employees will cease serving as Oryza employees, unless they are hired for other Oryza employee opportunities as of the date of the Contract completion. As all or substantially all of the employees will be laid off, seniority will not be a factor in determining which employees will be laid off and bumping rights will not come into play.

Oryza employees have been provided with Notice, issued in compliance with the Worker Adjustment and Retraining Notification (WARN) Act. Oryza employees have been advised that as a consequence of this contract completion on or about November 29, 2019, those employees working on the Contract will be laid off permanently from Oryza unless offered other employment within Oryza.

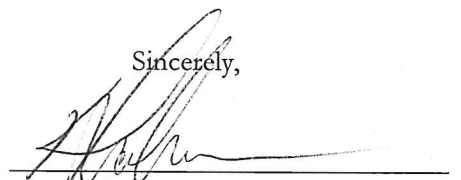
Attached are the job classifications affected and the number of employees within each.

The bargaining unit employees are represented by the United Electrical, Radio & Machine Workers of America, UE, Local 208. The designated employee representative is Chad McGinnis, UE International Field Representative. He may be contacted at (646) 522-5389. The president of Local 208 is Christine Brown. The mailing address is 485 South Main Street, St. Albans, VT 05478.

The designated employer representative is Amanda Toof, HR Manager. She may be contacted at (802) 527-4700, extension 4679.

Please contact Ms. Toof if you have any questions.

Sincerely,



Khadijah Salaam, Corp HR Director

Job Title	# Employees
Driver Courier	1
Data Entry Operator	82
General Clerk I	242
General Clerk II	5
General Clerk III	17
Assistant Site Manager	5
Site Directore	1
Director of BPO	1
FMU Supervisor	2
Director of Operations	1
Human Capital Assistant	1
Human Resources Manag	1
Program Manager	1
Quality Control Manager	1
Quality Control Superviso	2
Recruiter	1
Reports Analyst	1
Supervisor First Shift	17
Supervisor Second Shift	9

391



Published on *Vermont League of Cities and Towns* (<https://www.vlct.org>)

[Home](#) > Delinquent Tax Collectors Workshop - Danville

Delinquent Tax Collectors Workshop - Danville



Tuesday, November 12, 2019 9:00 am to 12:00 pm

Event Location:

Danville Town Office
36 Route 2 West
05828 Danville , VT
See map: [Google Maps](#) [1]

Cost:

\$30 PACIF; \$50 VLCT

Event Coordinator

Lisa Goodell
802-229-9111
info@vlct.org [2]

Registration Deadline:

Tuesday, November 05, 2019
[Register for this event](#) [3]

Description

This ½-day workshop covers best practices and procedures for the efficient collection of delinquent municipal property taxes. The sessions will provide a dynamic mix of legal advice, practical solutions, and opportunities to ask questions and share experiences. This workshop is for all officials involved in the local tax collection process. Collectors of delinquent taxes, treasurers, town managers, town administrators, constables, selectboard members, listers and others are all encouraged to attend. Topics are from the newly revised Delinquent Tax Collector's Handbook.

MEETING SCHEDULES

10/25/2019

TOWN SELECTBOARD MEETINGS		VILLAGE TRUSTEES MEETINGS	JOINT MEETINGS
			
October 28, 2019—7:00 PM	SB Regular		
October 29, 2019—6:30 PM	VB Regular		
October 29, 2019—7:15 PM	JT Special, 2 Lincoln		
November 4, 2019—7:00 PM	SB Regular		
November 4, 2019—7:45 PM	JT Special, 81 Main		
November 12, 2019—6:30 PM	VB Regular		
November 18, 2019—7:00 PM	SB Regular		
November 26, 2019—6:30 PM	VB Regular		
November 26, 2019—7:15 PM	JT Special, 2 Lincoln		
December 2, 2019—7:00 PM	SB Regular		
December 2, 2019—7:45 PM	JT Special, 81 Main		
December 4, 2019—8:30 AM	VB Special, Budget Day		
December 10, 2019—6:30 PM	VB Regular		
December 16, 2019—7:00 PM	SB Regular		
December 17, 2019—6:30 PM	VB Regular		
December 17, 2019—7:15 PM	JT Special, 2 Lincoln		
January 6, 2020—8:00 AM to 3:30 PM	SB Special, Budget Day		
January 6, 2020—7:45 PM	JT Special, 81 Main		
January 13, 2020—6:00 PM	SB Special, Budget Meeting		
January 14, 2020—6:30 PM	VB Regular		
January 21, 2020—7:00 PM	SB Regular		
January 28, 2020—6:30 PM	VB Regular		
January 28, 2020—7:15 PM	JT Special, 2 Lincoln		
February 3, 2020—7:00 PM	SB Regular		
February 3, 2020—7:45 PM	JT Special, 81 Main		
February 11, 2020—6:30 PM	VB Regular		
February 18, 2020—7:00 PM	SB Regular		
February 25, 2020—6:30 PM	VB Regular		
February 25, 2020—7:15 PM	JT Special, 2 Lincoln		

March 2, 2020—7:30 PM	Essex Community Dinner at 6:30; Annual Meeting at 7:30
March 3, 2020—7:00 AM to 7:00 PM	Essex Voting
March 10, 2020—6:30 PM	VB Regular
March 16, 2020—7:00 PM	SB Regular
March 24, 2020—6:30 PM	VB Regular
March 24, 2020—7:15 PM	JT Special, 2 Lincoln
April 1, 2020—7:00 PM	Essex Junction Community Supper at 6:00; Annual Meeting at 7:00
April 6, 2020—7:00 PM	SB Regular
April 6, 2020—7:45 PM	JT Special, 81 Main
April 14, 2020—7:00 AM to 7:00 PM	Essex Junction Voting
April 14, 2020—6:30 PM	VB Regular



SB = Town Selectboard
 VB = Village Board of Trustees
 JT = Joint Meeting of SB and VB

October 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7 SB Regular 7:00 PM JT Special 7:45 PM	8 VB Regular 6:30 PM	9	10	11	12
13	14 Indigenous Peoples' Day OFFICES CLOSED	15 Village Capital Committee, 6:00 PM, 81 Main St.	16	17	18	19
20	21	22	23	24	25	26
27	28 SB Regular 7:00 PM	29 VB Regular 6:30 PM JT Special 7:15 PM	30 Joint Governance Subcommittee 6:30 PM, 81 Main St.	31 Halloween		



SB = Town Selectboard
VB = Village Board of Trustees
JT = Joint Meeting of SB and VB

November 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 SB Regular 7:00 PM JT Special 7:45 PM	5 Election Day	6	7	8	9
10	11 Veterans Day OFFICES CLOSED	12 VB Regular 6:30 PM	13	14	15	16
17	18 SB Regular 7:00 PM	19	20	21	22	23
24	25	26 VB Regular 6:30 PM JT Special 7:15 PM	27	28 Thanksgiving OFFICES CLOSED	29 OFFICES CLOSED	30