



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

Online & 2 Lincoln St.
Essex Junction, VT 05452
Tuesday, July 13, 2021
6:30 PM

E-mail: manager@essexjunction.org

www.essexjunction.org

Phone: (802) 878-6951

This meeting will be held both remotely and in person. Available options to watch or join the meeting:

- **WATCH:** the meeting will be live-streamed on [Town Meeting TV](#).
- **JOIN ONLINE:** [Join Microsoft Teams Meeting](#). Depending on your browser, you may need to call in for audio (below).
- **JOIN CALLING:** Join via conference call (*audio only*): (802) 377-3784 | Conference ID: 800 220 99#
- **PROVIDE FULL NAME:** For minutes, please provide your full name whenever prompted.
- **CHAT DURING MEETING:** Please use “Chat” to request to speak, only. **Please do not use for comments.**
- **RAISE YOUR HAND:** Click on the hand in Teams to speak or use the “Chat” feature to request to speak.
- **MUTE YOUR MIC:** When not speaking, please mute your microphone on your computer/phone.


1. **CALL TO ORDER** [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. *Work Session on Essex Junction Independence Initiative
 - b. Presentation from Cathedral Square about Vermont Community Development Program (VCDP) grant
 - c. Update on opening for Senior Center, Brownell, and 2 Lincoln
 - d. Consider awarding bid for electrical redistribution project at 2 Lincoln and Village Fire Department
 - e. Consider accepting petition for traffic calming in the Pleasant Street neighborhood and direct staff to work with the neighborhood on traffic calming measures
 - f. Amtrak Reopening Celebration
 - g. **Discussion of public employee
6. **CONSENT ITEMS**
 - a. Consider adoption of Revisions to General Rules and Personnel Regulations
 - b. Consider authorizing President and Unified Manager to sign on to any efforts to have American Rescue Plan Act money currently designated for Vermont counties to instead be allocated to cities, towns, and villages.
 - c. Consider approval to accept allocation of Coronavirus Local Fiscal Recovery Funding (CLFRF)
 - d. Consider approval of adjustment to Fiscal Year 2022 Water Revenue Budget
 - e. Approve minutes: June 22, 2021
 - f. Check Warrants: #17257 – 6/25/21; #17258 – 7/2/21; #17259 – 7/9/21
7. **READING FILE**
 - a. Board member comments
 - b. Email from Travis Sabatano re: Insurance change
 - c. Email from Evan Einhorn re: Resignation from Housing Commission
 - d. Email from Andy Champagne re: Packet Notes and Survey
 - e. Brownell Library staff receives recognition from Vermont Libraries Association
 - f. Email from Heidi Clark re: Separation
 - g. Email from Julie Cimonetti re: Sharing of Parks and Recreation – NO
 - h. Email from Tim Miler re: Sharing of Rec
 - i. Email from Peter Firkey re: Essex Junction Independence
 - j. Email from Steve Eustis re: Tree Farm property
 - k. News from Vermont Rail Council
 - l. List of strategic planning session priorities with Essex Selectboard
 - m. Memo from Greg Duggan re: Meeting schedule for joint board meetings
 - n. Upcoming meeting schedule
8. **EXECUTIVE SESSION**
 - a. *An executive session may be needed to discuss negotiation of contracts and agreements with the Town of Essex

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b. **An executive session is anticipated to discuss the employment of a public employee

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: 7/9/2021 
Date Posted Initials

Memo

To: Village Trustees

From: Brad Luck, Director, EJRP

Date: July 7, 2021

Re: July 13 Work Session: Essex Junction Independence

Essex Junction Independence

Goal

To create an independent Essex Junction, ensuring that it: has a foundation that provides for economic and political stability, reflects the Village character, has opportunity for growth, and looks towards the future.

How we will get there

This will be a Village led process that is future-oriented. We will steer clear of distractions and act with civility, transparency, and deliberateness. The Trustees will work to develop consensus and speak with a consistent voice. We will engage with, bring together, seek input from, and work to inform our community. We will work with the Selectboard and maintain a healthy relationship with our neighbors in the Town.

Tonight, we will be discussing:

- A. Contract options for services
- B. Police Department contract goals
- C. If independence fails...
- D. Our Village, Our Voices update
- E. Discuss meeting schedule & summit concept
- F. Executive session re: contracts with Town of Essex

A. Contract options for services

On June 8, the Trustees reviewed with legal counsel the three statutory options for contracting services with another municipality, which include an interlocal contract, forming a union municipal district, or through an intermunicipal police services agreement. The specific statutes are: 24 V.S.A. § 4801-4933 and 24 V.S.A. § 1938. The language of the statutes and some presentations about other interlocal agreements are included in the attachments.

The Trustees should review the options and have a brief discussion about how to proceed with the contracts for services with the Town.

B. Police Department contract goals

The Trustees should discuss their goals in developing a long-term contract for police services with the Town of Essex.

C. If independence fails...

There is a chance that somewhere along the way, this effort to create the city of Essex Junction may fail. Without knowing at which juncture it fails and why, it would be good for the Trustees to discuss what some next steps could be. Are there efforts the Trustees want to pursue in the meantime? It is early to discuss, but the FY23 budget will need to be developed before we will know the outcome of the city charter. Are there elements you want to explore and address then? Below are notes from the departmental analysis:

Clarity on a direction would be valuable for these consolidated departments. The Trustees and Selectboard would serve employees best by creating a clear path forward as it relates to municipal departments and services, whether it is in independence or the current governance structure. The Trustees should make it known sooner than later whether or not they are interested in returning to a place where they have more Village departments and personnel, and work with the Selectboard towards a shared vision. This would help these departments make decisions now that support that future state, and do not result in wasted energy or more things to change and untangle.

The Trustees should discuss their goals and desires moving forward as it relates to consolidation, shared services, co-location, and tax equity - if independence fails and/or regardless of what happens with independence.

D. Our Village, Our Voices update

Elaine Haney will join us to provide an update on the Our Village, Our Voices project.

E. Discuss meeting schedule & summit concept

The Trustees should review the current meetings schedule and timeline to consider if additional, or extended, or dedicated meetings are warranted.

Originally a Village Summit was proposed for September 11 – an opportunity for a large Village resident gathering to hear about the Our Village, Our Voices group outcomes, review the Charter, budget, and organization, and to be able to ask questions and provide feedback. The Trustees should discuss the merits of this approach vs. presenting the same information and providing feedback opportunities in smaller groups and/or neighborhoods. Opportunities could be created both online and in-person between September 1 and September 13. This could be a chance to harness the network that the Our Village, Our Voices group is developing.

The Trustees should discuss how they would ultimately like to present the final independence package of information to the community and get feedback.

F. Executive session re: contracts with Town of Essex

Here is a summary of departments and services that either the Trustees or Selectboard have expressed a willingness or interest in discussing having a contractual relationship:

6/8 - Trustees

Long-term: police, recreation & parks

Short-term: finance, clerk/treasurer, IT

6/20 - Selectboard

Long-term: police

Short-term: finance, clerk/treasurer, IT, recreation & parks

Additionally (not clear if long- or short-term): assessing

6/21 - Trustees

Long-term: police

Short-term: finance (up to 6/30/26), IT

Additionally: recreation & parks specific services: senior services and Tree Farm

Willing to discuss with Selectboard: assessing

Based on preliminary discussions with two IT contractors, it does not seem problematic for the Village to stand up its own IT infrastructure and systems during the transition year after the charter is approved, to be ready to operate on July 1 the following year. It is recommended that the Trustees not seek to contract IT services with the Town for any period beyond the transition year. It is further recommended that the Trustees consider contracting IT services instead of hiring personnel. There are several companies who do this locally. Contractors can provide regular coverage, 365 days a year. The Village will be too small to have multiple IT personnel. With only one person, who will have vacations and sick days, there won't be a consistent back-up. Contracted services will also be less expensive vs. a full-time person with benefits.

The Trustees should clarify the list of departments and services they are interested in discussing with the Selectboard of having a contractual relationship with the Town of Essex.

In addition to the department and service contracts, there are other contracts related to transitional components, finances, and assets that should be discussed.

It is recommended that the Trustees have a preliminary conversation about these contractual matters in executive session to build consensus on strategies of how to proceed. The executive session will take place at the conclusion of the rest of the business agenda.

Attachments

- Meeting schedule
- Org chart
- Current DRAFT Charter
- Work session feedback – 5/25 (1) additional, 6/8 (2) additional, 6/22 (1)
- Statutory Options for Contracting Services

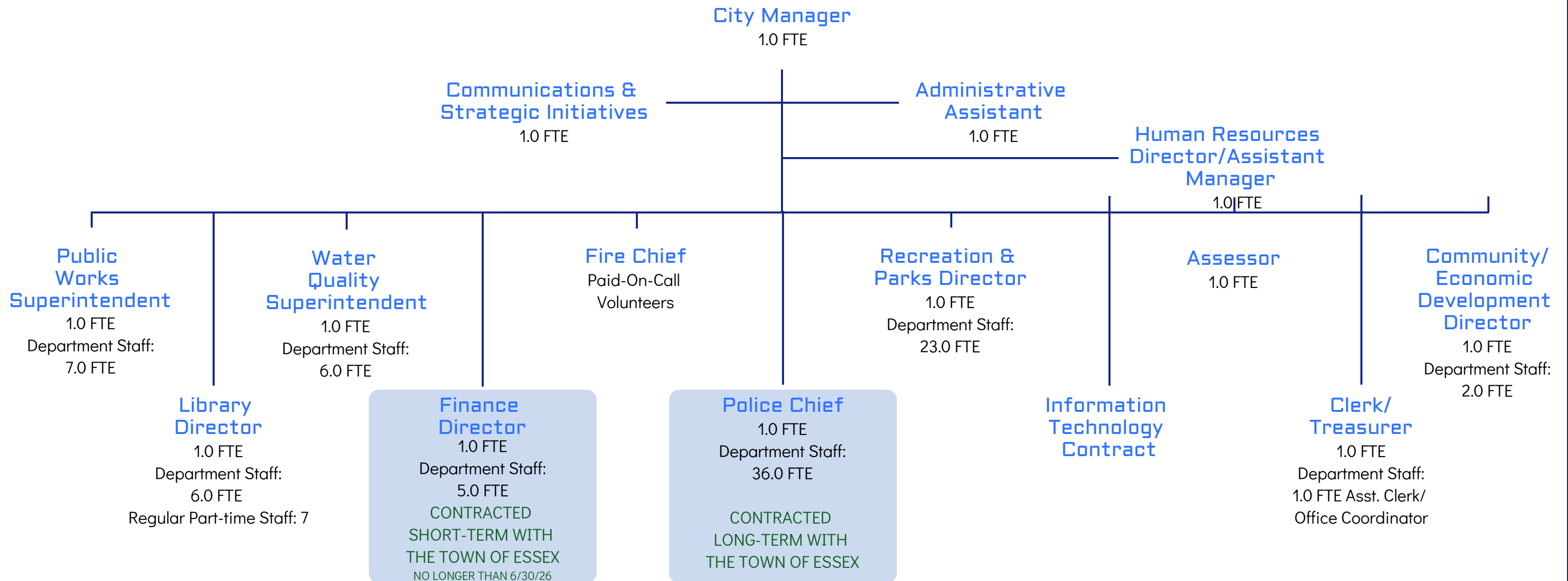
Independence Meeting Schedule

Meeting	Meeting Date	Focal Points
Trustees Meeting	27-Apr	Meet with attorney. Trustee goals and operating norms. Community Conversations. Budget/source of funds. Timeline and scope of work. Outreach strategies.
Trustees Meeting	11-May	Timeline. Charter legislative process with Representatives. Charter items. Charter writing plan. Outreach strategies.
Trustees Meeting	25-May	Charter walk through. Charter items discussion. Charter engagement.
Trustees Meeting 4:00P.M. START	8-Jun	Goals in developing organization. Options for sharing with attorney. Personnel, organizational structure, and budget. Current Village departments. Consolidated departments. MOU's. Assets/buildings. Approach/plan for working with Selectboard. Transitional Provisions.
Trustees Meeting	22-Jun	Charter items to revisit and legal responses. Org chart review.
Trustees Meeting	13-Jul	Contracts. Police contract goals. Consolidated services future. Meeting schedule & summit concept.
Joint Meeting	19-Jul	Joint board meeting with Selectboard.
POTENTIAL Joint Meeting	26-Jul	Potential joint board meeting with Selectboard.
ADDED Work Session	27-Jul	Committees. Intergovernmental/Health & Human Services. Organization. Org Chart. Charter. Contracts
Trustees Meeting	10-Aug	Community booklet content. Village education and feedback plan and promotion. Budget.
Joint Meeting	23-Aug	Joint board meeting with Selectboard.
Trustees Meeting	24-Aug	Community Conversations presentation. Charter. Budget.
ADDED Work Session	31-Aug	Charter, organization, budget review for alignment with community.
ADDED 11-Sep		VILLAGE SUMMIT: Community conversations, charter, organization, and budget. Resident feedback opportunity.
Trustees Meeting	14-Sep	Charter, organization, budget review for alignment with Summit feedback. Charter approval.
	15-Sep	Charter filed with clerk at least 10 days before first public hearing
ADDED Public Hearing	28-Sep	First public hearing (between 9/25-10/3 – at least 30 days before vote); approval of warning of charter vote for November 2
	29-Sep	Vote warned (9/23-10/3 - not less than 30 or more than 40 days)
Trustees Meeting	12-Oct	Second public hearing on charter. Last chance for charter revisions (actually 10/13, 20 days before vote).
	13-Oct	Last day for any charter revisions (20-days before vote)
Trustees Meeting	26-Oct	No work session on Essex Junction Independence.
Trustees Meeting	2-Nov	Vote. TRUSTEES BUDGET WORKSHOP DAY.

EXAMPLE

Organizational Chart City of Essex Junction

Note: This reflects not having a short-term contract with the Town of Essex for IT services and contracting IT services instead of hiring personnel. The Trustees have not officially adopted these positions, but they are recommended.



Note: This chart is for showing how things could be organized and staffed to efficiently support the work of the City. It will allow for a responsible potential budget to be drafted. Ultimately, the City Manager will propose a budget, hire personnel, and organize the staff as they see fit. The City Council and voters will get to vote on the proposed budget. Community members and staff should view this as a draft.

CITY OF ESSEX JUNCTION

Subchapter 1: Transitional Provisions

§ 101 Assignment and Assumption of Village assets and liabilities

- (a) All assets and obligations formerly owned or held by the Village not otherwise transferred shall hereby be assigned and assumed by the City of Essex Junction upon the effective date of this Charter. This shall include all real property, easements, rights, and interests in land, buildings, and other improvements; vehicles, equipment, and other personal property; assessed but uncollected taxes, rents, and charges, together with lien rights and enforcement powers; moneys, rights of action in legal or administrative proceedings; insurance policies; documents and records; debts, claims, bonded indebtedness; without any further act, deed, or instrument being necessary.
- (b) All contracts, agreements, trusts, and other binding written documents obligating the Village shall remain in effect on the effective date of the Charter, and the City of Essex Junction shall assume all the responsibilities formerly belonging to the Village unless previously allocated or otherwise specified.

§ 102 Transition Period

The Charter will become effective and the City of Essex Junction shall be established on July 1, following approval of the Charter by the Legislature. The transition period shall begin at the same time and end on June 30, the year after approval of the Charter. During the transition period, the City of Essex Junction shall continue to have consolidated services with the Town of Essex for administration, assessing, clerk/treasurer, finance, information technology, police, public works, and stormwater. the Town of Essex shall collect taxes for the Town of Essex and City of Essex Junction, per the budgets approved by the voters of the Town of Essex and the Village of Essex Junction (now the City of Essex Junction) the previous March and April. Residents of the City of Essex Junction shall pay taxes to the Town of Essex during the transition period according to the approved budget and tax rate set by the Town of Essex Selectboard. At the end of the transition period, the City of Essex Junction shall be fully established and organized. Nothing in this section shall affect or limit other provisions in this subchapter or in other subchapters, which serve a transitional purpose and which by their own provisions continue beyond the transitional period. In such cases, transitional provisions intended to extend beyond the transitional period shall be governed by specific sunset terms.

§ 103 Organizational Municipal Meeting

The first annual City Meeting shall occur on the date set forth by the voters at the most recent Village annual meeting, following approval of the Charter. This shall be a meeting

of the City of Essex Junction and shall be noticed and warned to all residents of the City of Essex Junction. This meeting shall be for the purpose of presenting and discussing the budget only. Other City business may also be presented and discussed but not voted on. After presentation and discussion of the budget and any other business the meeting shall adjourn. Voting on the budget and the election of councilors shall be by Australian ballot and shall occur on the date set forth by the voters at the most recent Village annual meeting.

§ 104 Transitional Districts

The former Village Center Zone, as designated in the Essex Junction Land Development Code, shall be designated as a **City Center** for the purpose of continuing the former Village's downtown revitalization efforts as outlined in the Village's Comprehensive Plan, and shall retain any and all state designations for the purposes of redevelopment in force at the time of adoption of the Charter or until such designations are withdrawn or amended as per routine statutory process.

§ 105 Governing Body

- (a) All members of the Village Board of Trustees shall comprise the City Council. Members shall serve out the remainders of their terms.
- (b) In the event of a resignation, the remaining members of the board on which the resignation occurred shall appoint a replacement. The City Council shall warn and hold meetings as appropriate. The Council Members shall address all details and issues relating to the transition from the Village of Essex Junction to the City of Essex Junction.
- (c) The Council shall review, consider and adopt all regulations, ordinances and plans from former Village of Essex Junction as its own.
- (d) At no time shall a vacancy result in fewer than three members of the City of Essex Junction City Council and should such circumstances arise, then the remaining members shall vote to appoint an interim member for the remainder of the former Councilor's term.
- (e) The City Council, with the assistance of the City Manager and staff, propose and warn in the manner pursuant to this Charter, the first annual budget of the new City of Essex Junction for consideration by the voters at the first annual meeting.

§ 106 Budget and Administration

Following the approval of the Charter by the Legislature, the City Manager will propose a budget for the City for the next fiscal year that addresses proper service levels, contractual

obligations, capital projects, and debt, and that reflects any changes related to the incorporation of the City of Essex Junction.

§ 107 Separation of City and Town Department Transitional Provisions

During the transition period, the City Council shall hire a City Manager. The City Manager shall plan and hire for the separation of all consolidated departments with the Town of Essex by the end of the transition period, unless contracts are signed stating otherwise, in which case the contracts shall dictate the terms for the sharing of services between the City of Essex Junction and Town of Essex.

§ 108 Planning and Development

- (a) On the effective date of this Charter, the former Village plan, the former Village's zoning bylaws and Land Development Code, and any Village Ordinances shall remain in effect until amended or revised by the new City Council.
- (b) From the effective date of the Charter, the Village of Essex Junction Planning Commission and the Village of Essex Junction Zoning Board of Adjustment, shall become the Planning Commission and the Development Review Board of the City of Essex Junction, respectively.

§ 109 Appointed Commission and Committee Members

All current Trustee appointed commission and committee members shall serve out the remainders of their terms and new positions shall be filled upon the existing schedules and as they become available.

§ 110 Unification and Adoption of Ordinances, Bylaws, and Rules

On the effective date of this Charter, all ordinances, and bylaws of the Village of Essex Junction shall become ordinances and bylaws of the new City of Essex Junction. The City Council shall be fully authorized to amend or repeal any ordinance according to the provisions of subchapter 6 of the charter. Whenever a power is granted by any such ordinance or bylaw to an officer or officers of the Village of Essex Junction, such power is conferred upon the appropriate officer or officers of the new City of Essex Junction.

§ 111 Personnel

- (a) On the effective date of this Charter, all employees of the Village of Essex Junction shall become employees of The City of Essex Junction and any and all employment contracts of the Village shall be assumed by the City unless otherwise terminated, re-executed or renegotiated. Any and all personnel policies and regulations adopted by

the Village shall become policies and regulations of the City of Essex Junction until further repealed, amended or restated.

- (b) The dates of hire with the Village of Essex Junction will be used as the dates of hire for purposes related to benefits with the new City of Essex Junction and all accrued benefits shall carry over.

§ 112 Finances

- a) Upon the effective date of this Charter, the City of Essex Junction shall adopt any and all portions of the Town of Essex Grand List for properties located within the borders of the City. Any and all property tax payments due to the Town of Essex and the Village of Essex Junction shall be payable to the City of Essex Junction after the effective date. Any past due taxes owed to the Village of Essex Junction or Town of Essex shall be payable to the new respective municipality.
- b) All existing contractual agreements, including but not limited to tax stabilization agreements and any agreements related to the conveyance of real property, within the City of Essex Junction shall be transferred to the City of Essex Junction.

§ 113 Future Governance Commission

Within three years after the approval of the Charter by the legislature, the Council shall appoint a special commission to study good governance considerations such as, but not limited to: form of government, election of officials at-large or through wards/districts, governing body composition, term of office, term limits, and councilor compensation.

§ 114 24 App. V.S.A. 221 (Village of Essex Junction Charter) is repealed.

Subchapter 2: Incorporation and Powers of The City

§ 201 Corporate Existence Retained

Notwithstanding the provisions of any other municipal charter, the inhabitants of the Village of Essex Junction, within the corporate limits as now established, shall be a municipal corporation by the name of the City of Essex Junction.

As depicted in a plat recorded at Map _____, Slide _____ in the City of Essex Land Records.
(consider referencing a boundary map).

§202 General Powers, Law

Except as modified by the provisions of this Charter, or by any lawful regulation or ordinance of the City of Essex Junction, all provisions of the statutes of this state applicable to municipal corporations shall apply to the City of Essex Junction.

§ 203 Specific Powers

- (a) The City of Essex Junction shall have all the powers granted to Cities and municipal corporations by the Constitution and laws of this State together with all the implied powers necessary to carry into execution all the powers granted; and it may enact ordinances not inconsistent with the Constitution and laws of the State of Vermont or with this Charter.
- (b) The City of Essex Junction may acquire real and personal property within or without its corporate limits for any municipal purpose, including storm water collection and disposal, waste water collection and disposal, solid waste collection and disposal, provision of public water supply, provision of public parks and recreation facilities, provision of municipal facilities for office, fire protection, and police protection, provision of public libraries, provision of public parking areas, provision of sidewalks, bicycle paths, and green strips, provision of public roadways, provision of public view zones and open spaces, and such other purposes as are addressed under the general laws of the State of Vermont. The City of Essex Junction may acquire such property in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation and may sell, lease, mortgage, hold, manage, and control such property as its interest may require.
- (c) The City of Essex Junction may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with other Vermont municipalities, the State of Vermont, any one or more subdivisions or agencies of the State, or the United States, or any agency thereof.
- (d) The City of Essex Junction may establish and maintain an electric power system and regulate power line installations; provided, however, that the City shall have no authority under this Charter which conflicts with that authority granted to the Public Utilities Commission or any other state regulatory agency. The City of Essex Junction may also establish a telecommunications system and an enterprise to deliver internet or broadband services.
- (e) In this Charter, mention of a particular power shall not be construed to be exclusive or to restrict the scope of the powers that the City of Essex Junction would have if the particular power were not mentioned.

§ 204 Reservation of Powers

Nothing in this Charter shall be so construed as in any way to limit the powers and functions conferred upon the City of Essex Junction and the City Council by general or special enactments in force or effect or hereafter enacted; and the powers and functions conferred by this Charter shall be cumulative and in addition to the provisions of such general or special enactments.

§205 Form of Government

- (a) The municipal government provided by this Charter shall be known as council-manager form of government. Pursuant to its provisions and subject only to the limitations imposed by the State Constitution and by this Charter, all powers of the City of Essex Junction shall be vested in an elective City Council, which shall enact ordinances, codes, and regulations, adopt budgets, determine policies, and appoint the City Manager, who shall enforce the laws and ordinances and administer the government of the City. All powers of the City shall be exercised in the manner prescribed by this Charter or prescribed by ordinance.

Subchapter 3: Governance Structure

§ 301 Powers and Duties of Governing Body

- (a) The members of the City of Essex Junction City Council shall constitute the legislative body of the City of Essex Junction for all purposes required by statute, and except as otherwise herein specifically provided shall have all the powers and authority given to, and perform all duties required of City legislative bodies or Councils under the laws of the State of Vermont.
- (b) Within the limitations of the foregoing, the City of Essex Junction Council shall have the power to:
 - (1) Appoint and remove a City Manager and supervise, create, change, and abolish offices, commissions, or departments other than the offices, commissions, or departments established by this Charter.
 - (2) Appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this Charter.
 - (3) Provide for an independent audit by a certified public accountant.
 - (4) Inquire into the conduct of any officer, commission, or department and investigate any and all municipal affairs.

- (5) Exercise every other power which is not specifically set forth herein, but which is granted to Councils or legislative bodies by the statutes of the state of Vermont.

§ 302 Governing Body Composition and Term of Office

- (a) There shall be a City Council consisting of five members.
- (b) All members shall reside within the boundaries of the City of Essex Junction to be elected by the qualified voters.
- (c) The term of office of a City Councilor shall be three years and terms shall be staggered.

§ 303 Vacancy in office

In case of a vacancy of a Council seat, such vacancy shall be filled by the City Council until the next annual election pursuant to § 305(c) of this Charter.

§304 Election of Governing Body Officers

- (a) The terms of the officers shall commence on the first day of the month following the month of election. At the first meeting of the month following the annual City meeting, the Council shall organize and elect a president, vice president, and clerk by a majority vote of the entire Council, and shall file a certificate of the election for record in the office of the City Clerk.
- (b) The chairperson of the Council or in the chairperson's absence, the vice chairperson, shall preside at all meetings of the Council and shall be recognized as the head of the City government for all ceremonial purposes.
- (c) In the event of death, resignation, or **incapacity** of any Council member, the remaining members of the Council may appoint a person to fill that position until the next annual election. **Incapacity shall include the failure by any member of the board to attend at least 50 percent of the meetings of the board in any calendar year.** At the next annual election, the vacancy shall be filled and the person so elected shall serve for the remainder of the term of office. In the event the Council is unable to agree upon an interim replacement until the next annual City election, a special election shall be held forthwith to fill the position.
- (d) Elected Councilors who move out of the City prior to the expiration of their terms shall surrender their seats.

§ 305 Compensation

(a) Compensation paid to the Council members shall be set by the voters at the annual meeting, with a minimum of \$1500.00 a year each. Council members' compensation must be set forth as a separate item in the annual budget presented to the meeting.

Council members may opt to forgo their stipend, or a portion of it.

(b) The Council shall fix the compensation of all officers and employees, except as otherwise provided in this charter.

§ 306 Prohibitions and Conflicts of Interest

(a) Holding Other Office. No Council member shall hold any City employment during the term for which they were elected to the Council. A Council member may be appointed to represent the City on other boards except as pursuant to 17 V.S.A. § 2647. No former Council member shall hold any compensated appointive municipal office or employment, except for poll worker, until one year after the expiration of the term for which they were elected to the legislative body.

(b) Appointments and Removals. Neither the legislative body nor any of its members shall in any manner dictate the appointment or removal of any municipal administrative officers or employees whom the manager or any of the manager's subordinates are empowered to appoint. The legislative body may discuss with the Manager the appointment, performance, and removal of such officers and employees in executive session.

(c) Interference with Administration. Except for the purpose of inquiries and investigations under § 301 (b)(4), the legislative body or its members shall deal with the municipal officers and employees who are subject to the direction and supervision of the Manager solely through the Manager, and neither the legislative body nor its members shall give orders to any such officer or employee, either publicly or privately.

§ 307 Governing Body Meetings

As soon as possible after the election of the president and vice president, the Council shall fix the time and place of its regular meetings, and such meetings shall be held at least once a month.

§ 308 Special City Meetings

Special City meetings shall be called in the manner provided by the laws of the State, and the voting on all questions shall be by the Australian ballot system.

§ 309 Procedure

- (a) The Council shall determine its own rules and order of business.
- (b) The presence of three members shall constitute a quorum. Three affirmative votes shall be necessary to take binding Council action.
- (c) The Council shall in accordance with Vermont law keep minutes of its proceedings. This journal shall be a public record.
- (d) All meetings of the Council shall be open to the public unless, by an affirmative vote of the majority of the members present, the Council shall vote that any particular session shall be an executive session or deliberative session in accordance with Vermont law.

§ 310 Appointments

The Council shall have the power to appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this Charter. The terms of all appointments shall commence on the day after the day of appointment unless the appointment is to fill a vacancy in an office, in which case the term shall commence at the time of appointment.

§ 311 Additional Governing Body Provisions

- (a) No claim for personal services shall be allowed to the officers elected at the annual meeting, except when compensation for such services is provided for under the provisions of this chapter or by the general law. The compensation of all officers and employees of the City shall be fixed by the Council, except as herein otherwise provided.
- (b) The Council may authorize the sale or lease of any real or personal estate belonging to the City.

Subchapter 4 Other Elected Offices

§ 401 Brownell Library Trustees

There shall be a five-member Board of Library Trustees who shall be elected to five-year terms using the Australian ballot system. Only qualified voters of the City of Essex Junction shall be eligible to hold the office of elected library trustee. The five permanent, self-perpetuating library trustees shall function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925.

§ 402 Moderator

The voters at the City Annual Meeting shall elect a Moderator who shall preside at the next City Annual Meeting. The term of Moderator shall be one year. Only qualified voters of the City of Essex Junction shall be eligible to hold the office of Moderator.

Subchapter 5 City Meetings

§ 501 City of Essex Junction Meetings/Elections

- (a) The voters shall at each annual meeting vote to set the date of the next annual meeting, at which time the voters shall vote for the election of officers, the voting on the City budget, and any other business included in the warnings for the meetings.
- (b) Provisions of the laws of the State of Vermont relating to the qualifications of electors, the manner of voting, the duties of elections officers, and all other particulars respective to preparation for, conducting, and management of elections, so far as they may be applicable, shall govern all municipal elections, and all general and special meetings, except as otherwise provided in this Charter.
- (c) The election of officers and the voting on all questions shall be by Australian ballot system. The City Clerk and Board of Civil Authority shall conduct elections in accordance with general laws of the State.

Subchapter 6 Ordinances

§ 601 Adoption of Ordinances

Ordinances shall be adopted in accordance with state law pursuant to 24 V.S.A. §§1972–1976, with the additional requirements noted in this subchapter.

§ 602 Public Hearing

- (a) The Council shall hold a minimum of one public hearing prior to the adoption of any ordinance.
- (b) At the time and place so advertised, or at any time and place to which the hearing may from time to time be adjourned, the ordinance shall be introduced, and thereafter, all persons interested shall be given an opportunity to be heard.
- (c) After the hearing, the Council may finally pass the ordinance with or without amendment, except that if the Council makes an amendment, it shall cause the amended ordinance to be published, pursuant to subsection (a) and (b) of this section with a notice of the time and place of a public hearing at which the amended ordinance

will be further considered, which publication shall be at least three days prior to the public hearing. The Council may finally pass the amended ordinance, or again amend it subject to the same procedures as outlined herein.

§ 603 Effective Date

Every ordinance shall become effective upon passage unless otherwise specified.

§ 604 Rescission of ordinances

All ordinances shall be subject to rescission by a special or annual City meeting, as follows: If, within 44 days after final passage by the Council of any such ordinance, a petition signed by voters of the City not less in number than five percent of the qualified voters of the municipality is filed with the City Clerk requesting its reference to a special or annual City meeting, the Council shall fix the time and place of the meeting, which shall be within 60 days after the filing of the petition, and notice thereof shall be given in the manner provided by law in the calling of a special or annual City meeting. Voting shall be by Australian ballot. An ordinance so referred shall remain in effect upon the conclusion of the meeting unless a majority of those present and voting against the ordinance at the special or annual City meeting exceeds five percent in number of the qualified voters of the municipality.

§ 605 Petition for enactment of ordinance; special meeting

- (a) Voters of the City may at any time petition for the enactment of any proposed lawful ordinance by filing the petition, including the text of the ordinance, with the City Clerk. The Council shall call a special City meeting (or include the ordinance as annual meeting business) to be held within 60 days of the date of the filing, unless prior to the meeting the ordinance shall be enacted by the Council. The warning for the meeting shall state the proposed ordinance in full or in concise summary and shall provide for an Australian ballot vote as to its enactment. The ordinance shall take effect on the 10th day after the conclusion of the meeting provided that voters, constituting a majority of those voting thereon, shall have voted in the affirmative.
- (b) The proposed ordinance shall be examined by the City Attorney before being submitted to the special City meeting. The City Attorney is authorized subject to the approval of the Council, to correct the ordinance so as to avoid repetitions, illegalities, and unconstitutional provisions and to ensure accuracy in its text and references and clearness and preciseness in its phraseology, but the City Attorney shall not materially change its meaning and effect.
- (c) The provisions of this section shall not apply to any appointments of officers, members of commissions, or boards made by the Council or to the appointment or designation of Council, or to rules governing the procedure of the Council.

Subchapter 7: City Manager

§701 Appointment/Hiring of Manager

The Council shall appoint a City Manager under and in accordance with Vermont Statutes Annotated, as amended from time-to-time hereafter. The Manager shall be appointed solely on the basis of the Manager's executive and administrative qualifications in accordance with the Vermont statutes.

§ 702 Powers of Manager

The Manager shall be the chief administrative officer of the City of Essex Junction. The Manager shall be responsible to the Council for the administration of all City of Essex Junction affairs placed in the Manager's charge by or under this Charter. The Manager shall have the following powers and duties in addition to those powers and duties delegated to municipal managers under the Vermont statutes.

- (a) The Manager shall appoint and, when the Manager deems it necessary for the good of the service, suspend or remove all City of Essex Junction employees, including the Treasurer, and other employees provided for by or under this charter for cause, except as otherwise provided by law, this Charter, **collective bargaining unit contracts**, or personnel rules adopted pursuant to this Charter. The Manager may authorize any employee who is subject to the Manager's direction and supervision to exercise these powers with respect to subordinates in that employee's department, office, or agency. There shall be no discrimination in employment, in accordance with applicable state and federal laws, including but not limited to 21 V.S.A. §495. Appointments, lay-offs, suspensions, promotions, demotions, and removals shall be made primarily on the basis of training, experience, fitness, and performance of duties, in such manner as to ensure that the responsible administrative officer may secure efficient service.
- (b) The Manager, **or their designee**, shall direct and supervise the administration of all departments, offices, and agencies of the City of Essex Junction, except as otherwise provided by this Charter or by law.
- (c) The Manager shall recommend hiring of City Attorney with Council approval, and shall hire special attorneys as needed.
- (d) The Manager or a staff member designated by the Manager shall attend all Council meetings and shall have the right to take part in discussion and make recommendations but may not vote. The Council may meet in executive session without the Manager for discussion of the Manager's performance or if the Manager is the subject of an investigation pursuant to § 301(b)(4) of this charter.

- (e) The Manager shall see that all laws, provisions of this Charter, and acts of the Council, subject to enforcement by the Manager or by officers subject to the Manager's direction and supervision, are faithfully executed.
- (f) The Manager shall prepare and submit the annual budget and capital program to the Council.
- (g) The Manager shall submit to the Council and make available to the public a complete report on the finances and administrative activities of the City of Essex Junction as of the end of each fiscal year.
- (h) The Manager shall make such other reports as the Council may require concerning the operations of City of Essex Junction departments, offices, and agencies subject to the Manager's direction and supervision.
- (i) The Manager shall keep the Council fully advised as to the financial condition and future needs of the City of Essex Junction and make such recommendations to the Council concerning the affairs of the City of Essex Junction as the Manager deems desirable.
- (j) The Manager shall be responsible for the enforcement of all City of Essex Junction ordinances and laws.
- (k) The Manager may when advisable or proper delegate to subordinate officers and employees of the City of Essex Junction any duties conferred upon the Manager by this Charter, the Vermont statutes, or the Council members.
- (l) The Manager shall perform such other duties as are specified in this Charter or in State law, or as may be required by the Council.

§ 703 Hearing/Removal Process

- (a) The Council may remove the Manager from office for cause in accordance with the following procedures:
 1. The Council shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal and may suspend the Manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered within three days to the Manager.
 2. Within five days after a copy of the resolution is delivered to the Manager, the Manager may file with the Council a written request for a hearing; said hearing to be in a public or executive session by choice of the Manager. This hearing shall

be held at a special Council meeting not earlier than 15 days nor later than 30 days after the request is filed. The Manager may file with the Council a written reply not later than five days before the hearing.

3. The Council may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of a majority of all its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the Manager, if the Manager has not requested a public hearing, or at any time after the public hearing if the Manager has requested one.

- (b) The Manager shall continue to receive the Manager's salary until the effective date of a final resolution of removal.

§ 704 Vacancy in Office of Manager

The Manager, by letter filed with the City Clerk, may appoint a staff member to perform the Manager's duties in the event of the Manager's absence due to disability, incapacitation, or vacation unless the Manager has previously appointed a staff member as assistant manager or deputy manager, who would automatically assume the Manager's responsibilities in the Manager's absence. If the Manager fails to make such designations, the Council, may by resolution appoint an officer or employee of the City to perform the duties of the Manager until the Manager is able to return to duty.

Subchapter 8: Boards and Commissions

§ 801 Board of Civil Authority

The Board of Civil Authority shall be defined by 17 VSA § 2103(5).

§ 802 Board of Abatement of Taxes

The Board of Civil Authority shall constitute a Board of Abatement as provided by law. The Board of Abatement shall meet and discharge its duties as required by the applicable statutory provisions.

§ 803 Planning Commission

There shall be a Planning Commission and its powers, obligations, and operation shall be under and in accordance with Vermont Statutes Annotated, as they may be amended from time to time hereafter, and members will be appointed by the City Council from among the qualified voters of the City. Members of the Commission shall hold no other City office. The City Council shall have the authority pursuant to 24 V.S.A. §4323(a) to set the terms of the Planning Commission members.

§ 804 Development Review Board

A Development Review Board shall be established and its powers, obligations, and operation shall be under and in accordance with Vermont Statutes Annotated, as they may be amended from time to time hereafter, and members will be appointed by the City Council for terms of three years from among the qualified voters of the City.

§ 805 Brownell Library Trustees

The Brownell Library Board of Library Trustees that holds office at the time of enactment of this Charter shall serve until their terms are completed. Any existing policies of the Library Trustees at the time of the enactment of this Charter shall become the policies of the new Brownell Library Board of Trustees. The Library Trustees shall have the authority to establish any new policy for the operation of the Library, or repeal or replace any existing policy and shall otherwise act in conformance with the Vermont statutes. The five permanent, self-perpetuating Library Trustees shall function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925. Notwithstanding the forgoing, the Library is required to follow all financial and personnel policies adopted by the City Council.

Subchapter 9: Administrative Departments

§ 901 Personnel Administration and Benefits

- (a) The Manager or the Manager's appointee shall be the personnel director. The Manager shall maintain personnel rules and regulations protecting the interests of the City and of the employees. These rules and regulations must be approved by the Council and shall include the procedure for amending them and for placing them into practice. Each employee shall receive a copy of the rules and regulations when the employee is hired.
- (b) The rules and regulations may deal with the following subjects or with other similar matters of personnel administration: job classification, jobs to be filled, tenure, retirement, pensions, leaves of absence, vacations, holidays, hours and days of work, group insurance, salary plans, rules governing hiring, temporary appointments, lay-off, reinstatement, promotion, transfer, demotion, settlement of disputes, dismissal, probationary periods, permanent or continuing status, in-service training, injury, employee records, and further regulations concerning the hearing of appeals.
- (c) No person in the service of the City shall either directly or indirectly give, render, pay, or receive any service or other valuable thing for or on account of or in connection with any appointment, proposed appointment, promotion, or proposed promotion.

§ 902 Real Estate Assessor

There shall be either a real estate Assessor who is a certified real estate appraiser or an independent appraisal firm, headed by a certified real estate appraiser, appointed by the Manager that shall carry out the duties of assessor in the same manner and be subject to all of the same liabilities prescribed for listers under the law of the State of Vermont in assessing property within the City of Essex Junction and which shall establish the grand list thereof and shall return such list to the City Clerk within the time required by state statute.

§ 903 Appraisal of Property

Appraisals shall be reviewed periodically and kept up to date.

§ 904 Appraisal of Business Personal Property for Tax Purposes

Appraisal of business personal property shall be in accordance with the provisions of 32 V.S.A. § 3618, as the same may from time to time be amended, provided that all business personal property acquired by a taxpayer after September 30, 1995 shall be exempt from tax.

§ 905 Purpose

The purpose of appointing an Assessor is in lieu of the election of listers. The City shall be governed by, and each taxpayer shall have rights granted by, the applicable state statutes concerning real and personal property taxation, appeal therefrom, and other statutes concerning taxation.

Subchapter 10 Budget Process

§ 1001 Fiscal year

The fiscal year of the City shall begin on the first day of July and end on the last day of June of each calendar year. The fiscal year shall constitute the budget and accounting year as used in this Charter.

§ 1002 Annual Municipal Budget

With support from the finance department, the Manager shall submit to the Council a budget for review before annual City Meeting or at such previous time as may be directed by the Council. The budget shall contain:

- (a) An estimate of the financial condition of the City as of the end of the fiscal year.

- (b) An itemized statement of appropriations recommended for current expenses, and for capital improvements, during the next fiscal year, with comparative statements of appropriations and estimated expenditures for the current fiscal year and actual appropriations and expenditures for the immediate preceding fiscal year.
- (c) An itemized statement of estimated revenues from all sources, other than taxation, for the next fiscal year and comparative figures of tax and other sources of revenue for the current and immediate preceding fiscal years.
- (d) A capital budget for no fewer than the next five fiscal years, showing anticipated capital expenditures, financing, and tax requirements.
- (e) Such other information as may be required by the Council.

§ 1003 Governing Body's Action on the Budget

The Council shall review and approve the recommended budget with or without change. The budget shall be published not later than two weeks after its preliminary adoption by the Council. The Council shall fix the time and place for holding a public hearing for the budget and shall give a public notice of such hearing.

§ 1004 Meeting Warning and Budget

- (a) The Council shall hold at least one public hearing at least 30 days prior to the annual meeting to present and explain its proposed budget and shall give a public notice of such hearing.
- (b) The Manager shall not less than 30 days prior to the annual meeting make available the Council's recommended budget and the final warning of the pending annual meeting.
- (c) The annual City report shall be made available to the legal voters of the City not later than 10 days prior to the annual meeting.

§ 1005 Appropriation and Transfers

- (a) An annual budget shall be adopted at City Meeting by the vote of a majority of eligible voters by Australian ballot in accordance with section § 501. If, after the total budget has been appropriated, the Council finds additional appropriations necessary, the appropriations shall be made and reported at the next City Meeting as a specific item. The appropriations shall only be made in special circumstances or situations of an emergency nature. No specific explanation need be given for any normal annual operating expense in any office, department, or agency which may be increased over

the budget amount by an amount not more than 10 percent of the office's, department's, or agency's budget.

- (b) From the effective date of the budget, the amounts stated therein, as approved by the voters, become appropriated to the several agencies and purposes therein named.
- (c) The Manager may at any time transfer an unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department, or agency. At the request of the Manager, the Council may, by resolution, transfer any unencumbered appropriation balance or portion thereof within the Council budget from one department, office, or agency to another. Notwithstanding the above, no unexpended balance in any appropriation not included in the Council budget shall be transferred or used for any other purpose.

§ 1006 Amount to be Raised by Taxation

Upon passage of the budget by the voters, the amounts stated therein as the amount to be raised by taxes shall constitute a determination of the amount of the levy for the purposes of the City in the corresponding tax year, and the Council shall levy such taxes on the grand list as prepared by the assessor for the corresponding tax year.

Subchapter 11: Taxation

§ 1101 Taxes on Real Property

Taxes on real property shall be paid in equal installments on March 15 and September 15. The Council shall send notice to taxpayers no less than 30 days prior to when taxes are due.

§ 1102 Penalty

- (a) An additional charge of eight percent shall be added to any tax not paid on or before the dates specified in section § 1101 of this Charter, and interest as authorized by Vermont statutes.

§ 1103 Assessment and Taxation Agreement

Notwithstanding section § 1006 or any other provision of this Charter and the requirements of the general laws of the State of Vermont, the Council is hereby authorized and empowered to negotiate and execute assessment and taxation agreements between the City and a taxpayer or taxpayers within the City of Essex Junction consistent with applicable requirements of the Vermont Constitution.

Subchapter 12: Capital Improvements

§ 1201 Capital Programs

- (a) The Manager shall prepare and submit to the Council a capital program at least three months prior to the final date for submission of the budget.
- (b) Contents. The capital program shall include:
 - 1. A clear general summary of its contents;
 - 2. A list of all capital improvements which are proposed to be undertaken during no fewer than the next five fiscal years, with appropriate supporting information as to the necessity for such improvements;
 - 3. Cost estimates, method of financing, and recommended time schedules for each such improvement; and
 - 4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

Subchapter 13: Amendment of Charter and Initiatives

§ 1301 Laws Governing

This Charter may be amended in accordance with the procedure provided for by state statutes for amendment of municipal charters.

Subchapter 14: General

§ 1401 Savings Clause

Repeal or modification of this Charter shall not affect the validity of previously enacted ordinance, resolution, or bylaw.

§ 1402 Severability of Provisions

The provisions of this Charter are declared to be severable. If any provisions of this Charter are for any reason invalid, such invalidity shall not affect the remaining provisions, which can be given effect without the invalid provision.

May 25 Work Session Feedback on Essex Junction Independence

This survey will be available from 5/26 through 6/7.

This survey is for Village of Essex Junction residents and must include your e-mail, name, and address. Incomplete responses will not be given consideration.

Please note: this information will be used to inform the work and discussions of the Trustees. We will not be directly responding to any comments or questions posted below. If you have specific matters you would like a response to, you should e-mail the Trustees directly (<https://www.essexjunction.org/boards/board-of-trustees>).

Please be aware that the information provided below could be made public.

Email *

.....

Your Name *

Andrew Champagne

.....

Your Address *

.....

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

0 1 2 3 4 5 6 7 8 9 10

Very Bad Excellent

What did you hear that you are excited about?

Nothing

Did you hear anything that you are concerned about?

Spending a ton of time and money on separation and getting no where.

Do you have any comments, feedback, or suggestions?

Don't freaking cut people off who are the only ones talking. Stop being YES people.

Do you have any questions?

Many

This form was created inside of Essex Junction Recreation & Parks.



June 8 Work Session Feedback on Essex Junction Independence

This survey will be available from 6/9 through 6/22.

This survey is for Village of Essex Junction residents and must include your e-mail, name, and address. Incomplete responses will not be given consideration.

Please note: this information will be used to inform the work and discussions of the Trustees. We will not be directly responding to any comments or questions posted below. If you have specific matters you would like a response to, you should e-mail the Trustees directly (<https://www.essexjunction.org/boards/board-of-trustees>).

Please be aware that the information provided below could be made public.

Email *

.....

Your Name *

Thomas E Halpin -- Tom

.....

Your Address *

.....

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

0 1 2 3 4 5 6 7 8 9 10

Very Bad Excellent

What did you hear that you are excited about?

I'm excited that after almost 61 years living in this wonderful place the OLD arguments have led to this folly.

Did you hear anything that you are concerned about?

Yes! This Village can never be independent of the TOWN. I hear that in my own head. Do you know how many real problems Vermont faces? Time and energy might be better directed. We need not add a drop to the chaos America faces today.

Do you have any comments, feedback, or suggestions?

DO NOT DO THIS!

Do you have any questions?

Eventually the TOWN will digest the Village. Why create ulcers? I was starting to see the light at -- WELL you know.

This form was created inside of Essex Junction Recreation & Parks.



June 8 Work Session Feedback on Essex Junction Independence

This survey will be available from 6/9 through 6/22.

This survey is for Village of Essex Junction residents and must include your e-mail, name, and address. Incomplete responses will not be given consideration.

Please note: this information will be used to inform the work and discussions of the Trustees. We will not be directly responding to any comments or questions posted below. If you have specific matters you would like a response to, you should e-mail the Trustees directly (<https://www.essexjunction.org/boards/board-of-trustees>).

Please be aware that the information provided below could be made public.

Email *

.....

Your Name *

Mike Thorne

.....

Your Address *

.....

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

0 1 2 3 4 5 6 7 8 9 10

Very Bad Excellent

What did you hear that you are excited about?

I am excited that there needs to be action taken immediately to formulate a separation plan. The thought out process needs to be presented to the Village voters for detailed and thoughtful discussions. Separation from the Town is going to take several challenging years, several legal actions, and emotional community feelings\discussions. The process needs to be methodical and continually moving forward.

Did you hear anything that you are concerned about?

"The Trustees expressed a desire to share police and recreation & parks services for the long-term with the Town of Essex." Police services are vitally important and very difficult to maintain the quality and efficiency that already exists. This is the department that should remain shared between the municipalities. The recreation departments are not merged at this point nor should they be. Granted they work well together as stated by Brad Luck. I believe that the Village and Town departments work concurrently the majority of the time whether they are currently shared services or not. That is not the point. The recreation departments are a significant portion of the Village's and Town's budgets. The majority of the Village residents voted for separation with the advisory vote. This does not mean that the Village can now pick and choose which departments to share services \expenses with the Town because there is a direct financial benefit to the EJRP. Village separation means just that. The Town had the opportunity to have a greater merged community several times over decades with all of the benefits that would have come from merger. That time has passed now. Separation must and needs to move rapidly forward.

Do you have any comments, feedback, or suggestions?

There is a direct conflict of interest with Brad Luck shaping the Village separation plan and his position as the EJRP Director. He should recuse himself from the separation planning process due to his lack of impartiality. The longer that Mr. Luck remains in the dual position, there must be a concern and questionable validity of any proposed Village separation plan. A search needs to be had immediately to appoint an impartial person to the formulation of the separation plan.

Do you have any questions?

Why would someone's email possibly be made public by the Village of Essex Junction? Although answers to the survey questions maybe made public, I question the public display of someone's email as a condition for responding to critical public input. I doubt that this form of personal identification would be tolerated in other public forums. This one should be no different.

This form was created inside of Essex Junction Recreation & Parks.

Google Forms

June 22 Work Session Feedback on Essex Junction Independence

This survey will be available from 6/22 through 7/13.

This survey is for Village of Essex Junction residents and must include your e-mail, name, and address. Incomplete responses will not be given consideration.

Please note: this information will be used to inform the work and discussions of the Trustees. We will not be directly responding to any comments or questions posted below. If you have specific matters you would like a response to, you should e-mail the Trustees directly (<https://www.essexjunction.org/boards/board-of-trustees>).

Please be aware that the information provided below will be made public, except for your email and address.

Email *

.....

Your Name *

Robert Burrows

.....

Your Address *

8 Clems Drive

.....

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

0 1 2 3 4 5 6 7 8 9 10

Very Bad Excellent

What did you hear that you are excited about?

The process is moving forward without getting hung up on details that can be resolved later. I also appreciate the positive attitude and special effort being made to maintain a friendly relationship with the town.

Did you hear anything that you are concerned about?

Do you have any comments, feedback, or suggestions?

Do you have any questions?

This form was created inside of Essex Junction Recreation & Parks.



In this packet.....

Statutory Options for Contracting Services

- Intermunicipal Cooperation and Services Statutes
- Intermunicipal Police Services Statute
- Municipal Problem Solving with Interlocal Agreements
- Interlocal Analysis – Highgate Ice Arena
- Greensboro police article
- St. Albans police article
- Sharon police article

The Vermont Statutes Online

Title 24: Municipal And County Government

Chapter 121: Intermunicipal Cooperation And Services

Subchapter 1: General Provisions

§ 4801. Definitions

As used in this chapter:

(1) "Municipality" shall mean "municipality" as defined in 1 V.S.A. § 126.

(2) "Legislative branch" shall mean "legislative branch" as defined in subdivision 1751(2) of this title. (Added 1969, No. 197 (Adj. Sess.), § 1.)

§ 4802. Approval of plan

(a) Every agreement for a union municipal district under this chapter shall be submitted to the Attorney General before being presented to the voters for acceptance or rejection. The Attorney General shall determine whether the agreement is in proper form and compatible with the laws of this State. In the event that the Attorney General fails to notify the joint survey committee provided for in subchapter 2 of this chapter of his or her determination within 30 days after receipt of a copy of the agreement, it shall be deemed to have been approved.

(b) In the event that an agreement for a union municipal district deals in whole or in part with services or facilities over which an officer or agency of the State government has constitutional or statutory powers of control, the agreement shall be submitted to him or her or it, at the time of its submission to the Attorney General. The officer or agency involved may file objections with the Attorney General.

(c) No agreement shall be submitted to the voters unless it has been approved by the Attorney General under subsection (a) of this section. (Added 1969, No. 197 (Adj. Sess.), § 1; amended 2003, No. 122 (Adj. Sess.), § 85f.)

§ 4803. Powers as supplementary

The powers granted to municipalities by this chapter are supplementary to any other powers heretofore or hereafter granted by any other statute for the same or similar purposes. (Added 1969, No. 197 (Adj. Sess.), § 1.)

Subchapter 2: Joint Survey Committees

§ 4831. Creation of committee

The legislative branch of any two or more municipalities may by agreement create a joint municipal survey committee to plan for the strengthening of local governments and to promote plans for more efficient and economical operation of local government services within or by the participating municipalities. For purposes of establishing a mosquito control

district under 6 V.S.A. chapter 85, a municipality may create a municipal survey committee under this section with all the powers and duties that a joint municipal survey committee possesses under this chapter. (Added 1969, No. 197 (Adj. Sess.), § 1; amended 2007, No. 34, § 2, eff. May 18, 2007.)

§ 4832. Powers and duties

The committee shall have the following powers for any of the purposes authorized by charter or general statute:

(1) To make surveys and studies and conduct research programs to enable municipalities to make the most efficient use of their powers by cooperation with other municipalities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of municipalities.

(2) To provide for the distribution of information resulting from such surveys, studies, and programs.

(3) To consult and cooperate with appropriate State, municipal, and public or private agencies in matters affecting municipal government.

(4) To employ persons and adopt rules, regulations, and by-laws as are necessary and proper to effectuate the purposes of this chapter. (Added 1969, No. 197 (Adj. Sess.), § 1.)

§ 4833. Officers

The members of a joint municipal survey committee shall consist of an equal number of representatives from each municipality designated by the legislative branch. Members of the legislative branch of a municipality may serve as members of the committee. The committee shall elect from its own number a chair and secretary and other necessary officers to serve for such period as the members shall decide. (Added 1969, No. 197 (Adj. Sess.), § 1; amended 2003, No. 122 (Adj. Sess.), § 85g.)

Subchapter 3: Union Municipal Districts

§ 4861. Authorization

If a joint municipal survey committee approves the creation of a union municipal district, it shall prepare an agreement for the formation of the district and shall file a copy with the legislative body, planning commission, and clerk of each participating municipality. (Added 1969, No. 197 (Adj. Sess.), § 1; amended 1973, No. 250 (Adj. Sess.), § 1.)

§ 4862. Contents of agreement

Any agreement for the creation of a union municipal district shall specify the following:

(1) Its duration, if it is to be limited in time.

(2) The precise organization, composition, and nature of any separate legal or administrative entity created thereby, with the powers delegated thereto.

(3) Its purposes.

(4) The manner of election or designation of officers of the district, and the powers and duties thereof.

(5) The means of establishing a budget and financing the union municipal district, and the method, if so provided, for assessing the member municipalities or the taxpayers thereof for the expenses of the district.

(6) The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property thereon.

(7) The manner in which the agreement may be amended or renewed, where applicable.

(8) The conditions and procedure under which a municipality may withdraw from a union municipal district or join a district already in operation.

(9) Any other necessary and proper matters. (Added 1969, No. 197 (Adj. Sess.), § 1; amended 1973, No. 250 (Adj. Sess.), § 2.)

§ 4863. Approval of agreement

(a) Any participating municipality may enter into the agreement for the formation of the union municipal district at any annual or special meeting of such municipality duly warned for such purpose.

(b) The vote on the question of accepting the agreement shall be by printed ballot substantially as follows:

Shall the (name of municipality) enter into an agreement for the formation of a union municipal district to be known as " ".

(c) All elections in the separate municipalities shall be held on the same day. The vote shall be by Australian ballot as provided for in 17 V.S.A. chapter 55, subchapter 3.

(d) Where three or more municipalities are concerned in the voting, and at least two approve the agreement, rejection of the agreement by one or more shall not defeat the creation of a district composed of the municipalities voting affirmatively on the question, if the joint survey committee decides that it is feasible or practical to continue the district as a geographic unit, unless the agreement as proposed expressly provides that specific participating municipalities or a minimum number of participating municipalities shall approve the agreement. Members from municipalities rejecting the agreement may take no part in the decision of the joint survey committee, or in any subsequent matters relating to the agreement rejected by the municipalities they represent.

(e) The governing body of the district may authorize the inclusion of additional municipalities outside of the district. Any authorized municipality may take action to enter into the district according to the approval procedures contained herein.

(f) A municipality which is a member of a union municipal district may vote to withdraw from the union municipal district if one year has elapsed since said union municipal district has become a body politic and corporate as provided in section 4865 of this title and if the union municipal district has not voted to bond for construction and improvements as provided in section 4866 of this title.

(g) When a majority of the voters of a member municipality present and voting at a meeting of such municipality duly warned for that purpose shall vote to withdraw from a union municipal district, the vote shall be certified by the clerk of that municipality to the governing body of the union municipal district. Thereafter, the governing body of the union municipal district shall give notice to the remaining member municipalities of the vote to withdraw and such body shall hold a meeting to determine whether it is in the best interests of the district to continue to exist. Representatives of the member municipalities shall be given an opportunity to be heard at such meeting together with any other interested persons. After such meeting, the governing body may declare the district dissolved immediately or as soon thereafter as each member municipality's financial obligations have been satisfied, or it may declare that the district shall continue to exist despite the withdrawal of the member municipality.

(h) A vote of withdrawal taken after a union municipal district has become a body politic and corporate but less than one year after that date shall be null and void. A vote of withdrawal taken after the union municipal district has voted to bond itself for construction and improvements shall likewise be null and void.

(i) The membership of the withdrawing municipality shall terminate as of one year following the vote to withdraw or as soon after such one year period as the financial obligations of said withdrawing municipality have been paid to the union municipal district. (Added 1969, No. 197 (Adj. Sess.), § 1; amended 1973, No. 250 (Adj. Sess.), § 3; 2001, No. 6, § 12(c), eff. April 10, 2001; 2003, No. 122 (Adj. Sess.), § 85h.)

§ 4864. Employee organizations; police employees; State Labor Relations Board

If an employee organization is the exclusive bargaining representative of employees in one or more participating municipalities in a proposed agreement to create a union municipal district for the purpose of providing services currently provided by these employees, any questions of unit determination or representation involving these employees shall be resolved by the State Labor Relations Board pursuant to 21 V.S.A. chapter 22. (Added 2003, No. 122 (Adj. Sess.), § 85i.)

§ 4865. Organization

Upon the approval of the agreement by the required number of municipalities as provided in section 4863 of this title, the union municipal district shall become a body politic and corporate with the powers incident to a public corporation. The district shall be known by the name given in the agreement, by that name may sue and be sued, and may hold and convey real and personal estate for the use of the district. (Added 1969, No. 197 (Adj. Sess.), § 1; amended 1973, No. 250 (Adj. Sess.), § 4.)

§ 4866. Powers and duties

A union municipal district may:

- (1) Hire and fix the compensation of employees.
- (2) Contract with consultants and other experts for services.
- (3) Contract with the State of Vermont or the federal government, or any agency or department thereof, for services.
- (4) Contract with any participating municipality for the services of any officers or employees of that municipality useful to it.
- (5) Contract with a county sheriff to provide law enforcement services to the union district.
- (6) Promote cooperative arrangements and coordinated action among its participating municipalities.
- (7) Make recommendations for review and action to its participating municipalities and other public agencies which perform functions within the region in which its participating municipalities are located.
- (8) Exercise any other powers which are exercised or are capable of exercise by any of its participating municipalities, and necessary or desirable for dealing with problems of mutual concern.
- (9) Borrow money and issue evidence of indebtedness as provided by chapter 53 of this title. Obligations incurred under such chapter shall be the joint and several obligations of the district and of each member municipality but shall not affect any limitation on indebtedness of a member municipality. The cost of debt service shall be included in the annual budget of the district, and shall be allocated among the member municipalities as provided in the agreement for the allocation of the assessment for the ordinary expenses of the district. Where voter approval is required pursuant to chapter 53 of this title, the governing body of the district shall determine the number and location of polling places, and when a majority of all the voters present and voting on the question from all of the member municipalities at such meeting vote to authorize the issuance of bonds, the district shall be authorized to issue the bonds as provided in said chapter. The counting of ballots shall be conducted by the governing board of the district together with the town or city clerk from each member municipality or his or her designee. (Added 1969, No. 197 (Adj. Sess.), § 1; amended 1973, No. 250 (Adj. Sess.), § 6; 2003, No. 122 (Adj. Sess.), § 85j.)

§ 4867. Cooperation with other agencies

Whenever a union municipal district intends to operate in a geographical area which may involve other governmental agencies acting in a regional capacity, it shall notify that governmental agency of its plans and intentions. (Added 1969, No. 197 (Adj. Sess.), § 1.)

§ 4868. Reports

Each union municipal district shall prepare an annual report of its activities, including a financial statement, to be distributed to its member municipal units, and shall prepare and distribute any other reports required by its by-laws. (Added 1969, No. 197 (Adj. Sess.), § 1.)

Subchapter 4: Interlocal Contracts**§ 4901. Authorization**

(a) Any one or more municipalities may contract with any one or more other municipalities to perform any governmental service, activity, or undertaking which each municipality entering into the contract is authorized by law to perform, provided that the legislative body of each municipality approves the contract, and expenses for such governmental service, activity, or undertaking are included in a municipal budget approved under 17 V.S.A. § 2664 or comparable charter provision.

(b) If the interlocal contract is such that the participating municipalities or their legislative bodies, commissions, boards, officers, or voters have the authority to enter into it, by virtue of any charter provision, statute, or the general authority of such municipality or its officers and bodies, then the procedures of this section for approval shall not be exclusive, it being the intent that the powers and procedures set forth in this subchapter for interlocal contracts are supplementary to any other powers or procedures heretofore or hereafter possessed by any municipality.

(c) A municipality may submit an interlocal contract to the Attorney General prior to approval by its legislative body. If such a contract is submitted, the Attorney General shall determine whether the contract is in proper form and compatible with the laws of this State and notify the legislative body of the municipality of his or her determination. In the event that the Attorney General does not respond to the request within 30 days after receipt of a copy of the contract, the legislative body may approve the contract. (Added 1969, No. 197 (Adj. Sess.), § 1; amended 1973, No. 250 (Adj. Sess.), § 5; 2003, No. 122 (Adj. Sess.), § 85k.)

§ 4902. Contents of contract

(a) The contract shall set forth fully the purposes, powers, rights, and objectives, and responsibilities of the contracting parties.

(b) The contract may provide:

(1) That one person shall hold the same office or offices in the participating municipalities, notwithstanding any provision of law to the contrary.

(2) The method of choosing officers by election or appointment, the term of office, the compensation of, or mode of setting the compensation of, and the authority to discharge, a person holding office under subdivision (1) of this subsection.

(3) For any duly constituted local or regional board to have jurisdiction in all the municipalities.

(4) For a transfer of a local service function or activity or a portion thereof, previously authorized or exercised by a municipality, to another municipality.

(5) For the acquisition and maintenance of property, forces, and services which the municipalities participating in the contract are authorized by law to acquire and maintain.

(6) For the use of any property, equipment, or personnel of a municipality that is a party to the contract in connection with a joint service or activity authorized by the terms of the contract.

(7) For the deposit of funds appropriated, received, or contributed for purposes of any joint municipal activity or service in one or more special bank accounts, and for designation of persons authorized to have custody of and to draw on such funds.

(8) For the exercise of any powers consistent with law in order to carry out the purposes contemplated in the contract. (Added 1969, No. 197 (Adj. Sess.), § 1.)

Subchapter 5: Outside Aid

§ 4931. Source of funds

Any union municipal district may accept, receive, and disburse in furtherance of the duties and functions, any funds, grants, and services made available by the State of Vermont and its agencies, the federal government and its agencies, any municipality or other governmental unit whether or not a member of the district, or private or civic sources. (Added

1969, No. 197 (Adj. Sess.), § 1.)

§ 4932. Technical assistance

The State and all departments, boards, bureaus, commissions, and other agencies thereof are hereby authorized and empowered, within the limitations of the constitution, to furnish and make available services, assistance, funds, property, and other incentives to any two or more municipalities participating in a union municipal district or interlocal contract so as to effectuate economy or simplification in the administration or financing thereof. (Added 1969, No. 197 (Adj. Sess.), § 1.)

§ 4933. Municipal contributions

Each municipality that is a party to an interlocal contract shall have authority to appropriate funds for the purpose of the contract and may also levy taxes and issue bonds for the payment of the appropriation as a special purpose. Services of personnel, use of equipment and office space, and other services may be accepted from contracting municipalities either in addition to or as part of their financial support. (Added 1969, No. 197 (Adj. Sess.), § 1.)

§ 4934. Repealed. 1973, No. 250 (Adj. Sess.), § 7, eff. July 1, 1974.

Subchapter 6: Intermunicipal Insurance Agreements

§ 4941. Definitions

As used in this subchapter:

(1) "Association" shall mean an association, compact, or corporation, any of which shall be organized not for profit, and formed for the purpose of entering into intermunicipal insurance agreements under this subchapter.

(2) "Municipality" shall mean "municipality" as defined in section 4801 of this title, but shall also include the following:

(A) all governmental entities defined in 1 V.S.A. § 126 and in subdivision 1751(1) of this title;

(B) all bodies corporate and politic created and existing under any special act of the General Assembly;

(C) all bodies corporate and politic created and existing under an interstate compact;

(D) all bodies corporate and politic created under intermunicipal agreements entered into and approved as provided in subchapter 3 of chapter 121 of this title;

(E) all supervisory unions created under 16 V.S.A. chapter 7, subchapter 1;

(F) all incorporated school districts;

(G) all entities providing educational services and eligible for State aid under 16 V.S.A. § 3447;

(H) all consolidated water and sewer districts;

(I) all ambulance districts created under subchapter 1 of chapter 71 of this title;

(J) all regional mass transportation authorities created under chapter 127 of this title;

(K) all local housing authorities created under section 4003 of this title;

(L) all conservation commissions created under section 4501 of this title;

(M) all special assessment or tax increment financing districts created under subchapter 5 of chapter 53 of this title;

(N) all counties established by chapter 1 of this title;

(O) all regional planning commissions established under chapter 117 of this title;

(P) all instrumentalities and agencies of the foregoing. (Added 1985, No. 237 (Adj. Sess.), § 1, eff. June 3, 1986.)

§ 4942. Contents of agreement

Two or more municipalities, by resolution of their respective legislative bodies or boards, may establish and enter into agreements for obtaining or effecting insurance by self-insurance, for obtaining or effecting insurance from any insurer authorized to transact business in this State as an admitted or surplus lines carrier, or for obtaining and effecting insurance secured in accordance with any other method provided by law, or by combination of the provisions of this section for obtaining and effecting insurance. Agreements made pursuant to this section may provide for pooling of self-insurance reserves, risks, claims and losses, and of administrative services and expenses associated with the same, among municipalities. To accomplish the purposes of this subchapter, two or more municipalities may form an association under the laws of this State to develop and administer an intermunicipal risk management program, having as its purposes reducing the risk of its members; safety engineering; distributing, sharing, and pooling risks; acquiring insurance, excess loss insurance, or reinsurance; and processing, paying, and defending claims against the members of such association. (Added 1985, No. 237 (Adj. Sess.), § 1, eff. June 3, 1986.)

§ 4943. Contributions

Any contributions made to such association for the purpose of distributing, sharing, or pooling risks shall be made on an actuarially sound basis, and any such association shall have its books, records, and financial affairs audited annually by a certified public accountant, copies of which shall be provided to each municipal member and the Commissioner of Financial Regulation. (Added 1985, No. 237 (Adj. Sess.), § 1, eff. June 3, 1986; amended 1989, No. 225 (Adj. Sess.), § 25(b); 1995, No. 180 (Adj. Sess.), § 38(a).)

§ 4944. Approval of agreements

(a) No association organized under this subchapter shall receive funds from any municipality for the purpose of distributing, sharing, or pooling any risk until a plan for the operation of the association together with all contracts, agreements, and any other documents underlying or implementing the plan, and all amendments thereto, have been approved by the Commissioner of Financial Regulation.

(b) The Commissioner shall adopt rules to assist in the formation of such associations and to expedite approval of any plan of operation. The Commissioner shall also adopt rules relating to the administration and operation of such associations in order to provide for the fiscal integrity of agreements entered into under section 4942 of this title and to provide that trade, market, and claim practices engaged in by such associations are equitable, fair, and consistent. In adopting such rules, the Commissioner shall recognize that such associations are undertaking an essential governmental function and that they shall not be considered insurance companies nor insurers under the laws of this State. (Added 1985, No. 237 (Adj. Sess.), § 1, eff. June 3, 1986; amended 1989, No. 225 (Adj. Sess.), § 25(b); 1995, No. 180 (Adj. Sess.), § 38(a).)

§ 4945. Inapplicability of other laws

The provisions of section 4863 of this title shall not apply to the formation of an association organized under this subchapter, nor to the participation therein by a municipality. (Added 1985, No. 237 (Adj. Sess.), § 1, eff. June 3, 1986.)

§ 4946. Declaration of policy

The General Assembly hereby finds and declares that the implementation of this subchapter by any municipality and the activity of any association organized pursuant to this subchapter shall constitute essential governmental functions. Participation by a municipality in an agreement or association established pursuant to this subchapter shall not create joint and several liability as a result of any act or omission of any other municipality or association, nor shall such participation constitute a waiver of sovereign immunity under 29 V.S.A. § 1403. (Added 1985, No. 237 (Adj. Sess.), § 1, eff. June 3, 1986.)

§ 4947. Health benefit plans offered to entities providing educational services

(a) As used in this section:

(1) "Health benefit association" means an association that offers one or more health benefit plans to school employers for coverage of their school employees.

(2) "School employee" shall have the same meaning as in 16 V.S.A. § 2101.

(3) "School employer" shall have the same meaning as in 16 V.S.A. § 2101.

(b) A health benefit association shall offer the same plan or plans to all school employers.

(c) A health benefit association shall solicit the input of the Commission on Public School Employee Health Benefits established in 16 V.S.A. § 2102 regarding the design of the health benefit plan or plans to be offered to school employers for coverage of their school employees.

(d) The governing board of a health benefit association shall be composed of the following six members:

(1) three members appointed by the organization representing the majority of the public school boards in this State, who shall not be employees of the organization; and

(2) three members appointed by the labor organization representing the greatest number of public school employees in the State, who shall not be employees of the organization.

(e) A health benefit association shall make all health benefit plans that it offers available to approved or recognized independent schools operating in Vermont. Participation shall not create joint and several liability as a result of any act or omission of any other school, municipality, or association. Schools that participate under this section shall be provided with copies of the annual audit. The provisions of 16 V.S.A. § 166 shall apply for purposes of determining whether a school qualifies as an "approved or recognized independent school." (Added 1997, No. 138 (Adj. Sess.), § 20a, eff. April 27, 1998; amended 2018, No. 11 (Sp. Sess.), § H.25.)

The Vermont Statutes Online

Title 24 : Municipal And County Government

Chapter 055 : Police

(Cite as: 24 V.S.A. § 1938)

§ 1938. Intermunicipal police services; purpose; agreements

(a) Cities, towns, incorporated villages, the University of Vermont, sheriffs, and State agencies may enter into agreements to provide for intermunicipal police services. Intermunicipal police services include general police services, emergency planning and assistance, task forces, and other specialized investigative units to provide police services within the boundaries of the participating municipalities and counties.

(b) The legislative body of each municipality may authorize the chief of police or other designee to provide police resources for intermunicipal police services. The participating municipalities, sheriffs, and State agencies shall enter into a written agreement, which shall provide for the scope of the mutual services, the powers, duties, and responsibilities of each participant, and the governing authority for officers called for duty under the terms of the agreement. The agreement shall also contain provisions relating to the use of equipment, supplies, and materials during the period of mutual service. Any employee covered by such an agreement shall remain an employee of the donor agency.

(c) Agreements entered into under this section shall not be subject to the requirement of chapter 121 of this title.

(d) Cities, towns, incorporated villages, the University of Vermont, sheriffs, and State agencies may enter into agreements under this section with municipalities in the same or adjoining counties and with municipalities in adjoining states. (Added 1993, No. 42, § 1; amended 2003, No. 121 (Adj. Sess.), §§ 82, 83, eff. June 8, 2004; 2003, No. 122 (Adj. Sess.), § 85d.)

Municipal Problem Solving
with
I NTERLOCAL
A GREEMENTS

Jim Barlow, Senior Staff Attorney
VLCT Municipal Assistance Center
March 2013

Agenda

- The Underlying Question for Interlocal Contracts
- The Town of Dorset and Interlocal Contract Requirements
- Lake Fairlee and Union Municipal Districts
- Interlocal Agreements for Emergency Services

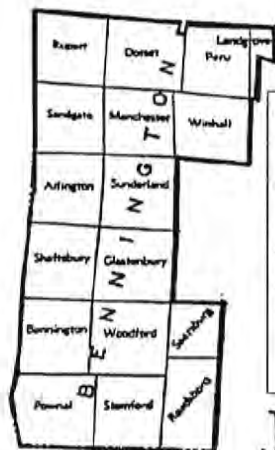
The Question...



What issue are we trying to address?

- 242 Towns
- 9 Cities
- 36 Incorporated Villages
- ~40 Fire Districts
- Other Special Purpose Districts

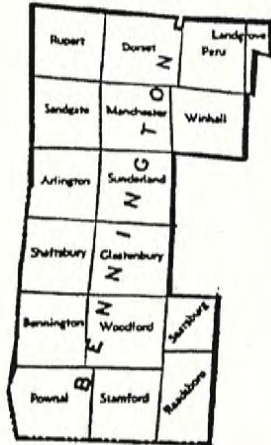
The Question...



- 16 Towns
- 4 Fire Districts
- 3 Incorporated Villages
- 1 Unincorporated Town

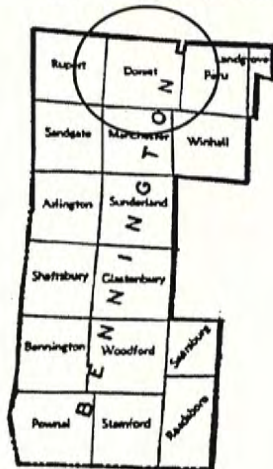
Just 37,125 Residents

The Question...



How can local government work across political boundaries to address issues of regional concern and deliver services in a more cost effective manner?

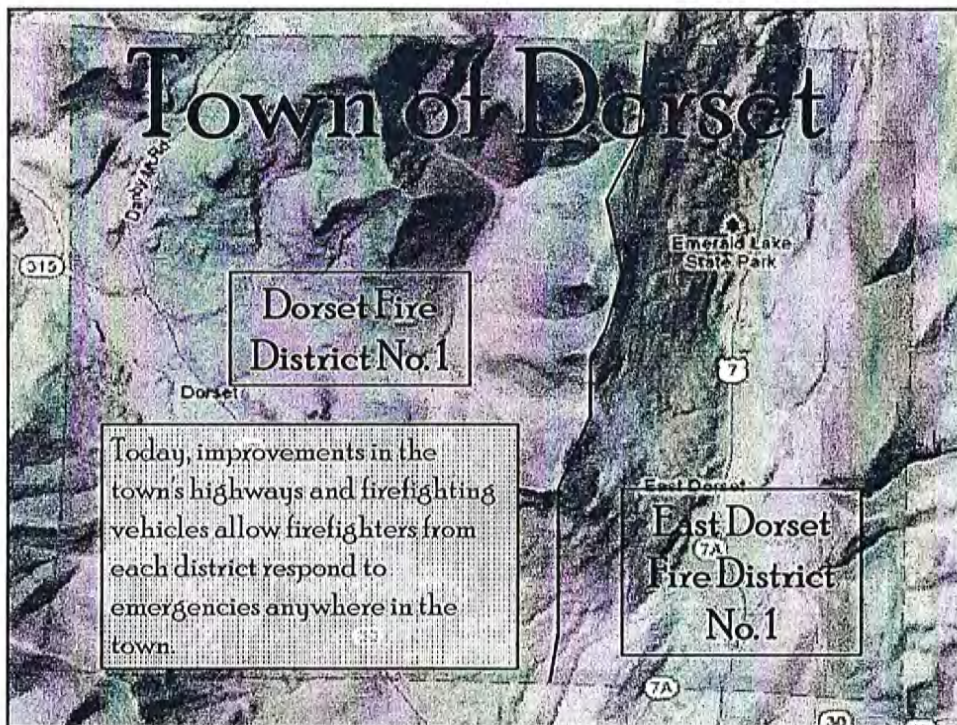
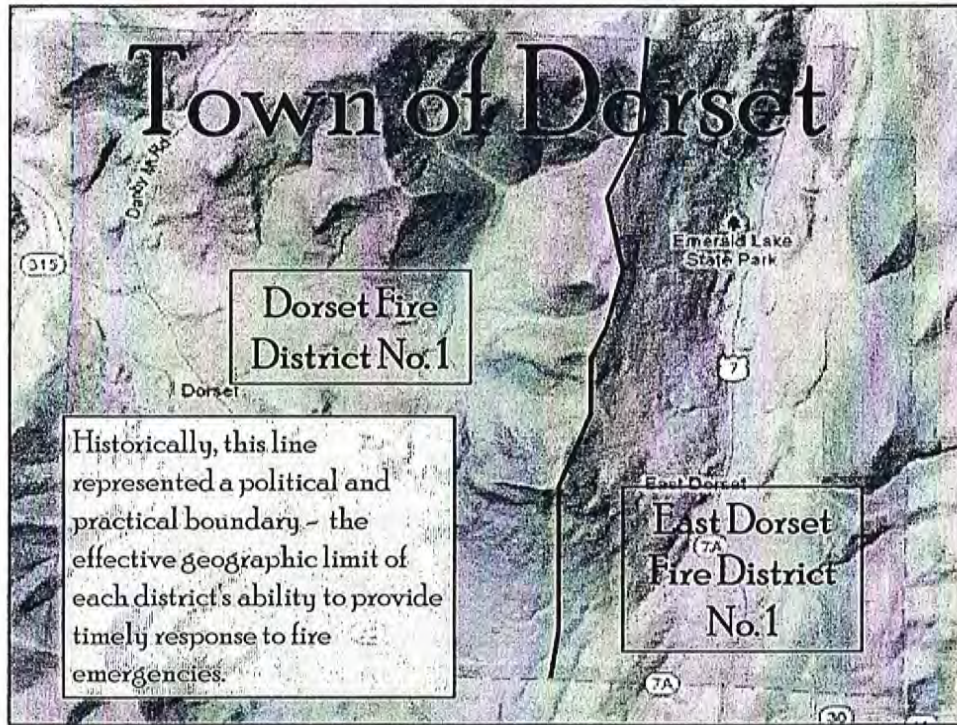
Town of Dorset

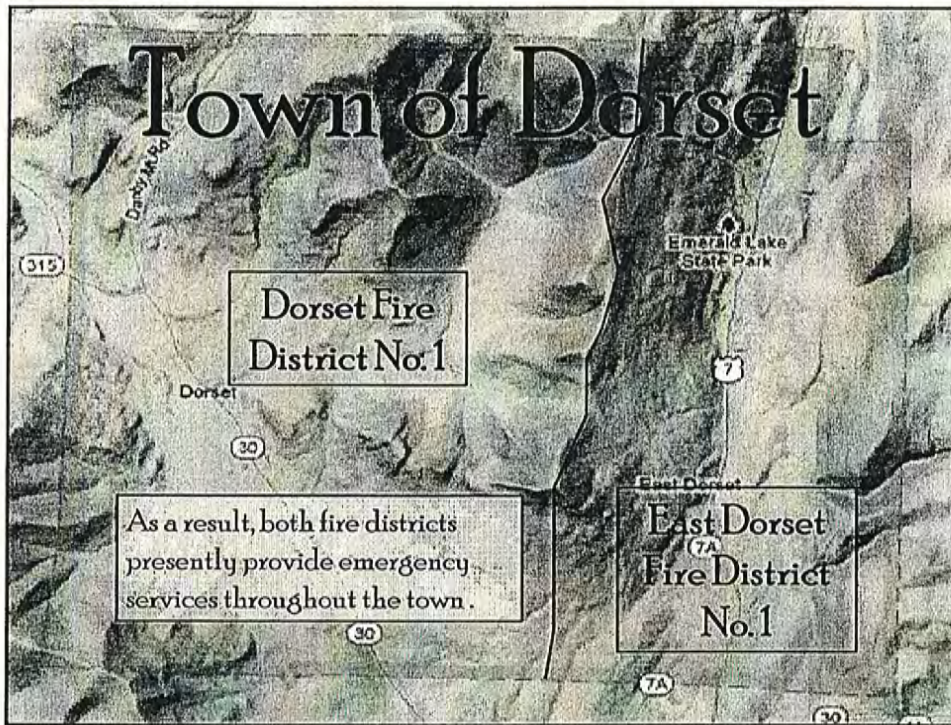


Dorset Fire District No. 1 and East Dorset Fire District No. 1.

Both fire districts operate water systems within their respective geographic limits.

Each district also maintains its own fire station and its own firefighting equipment.

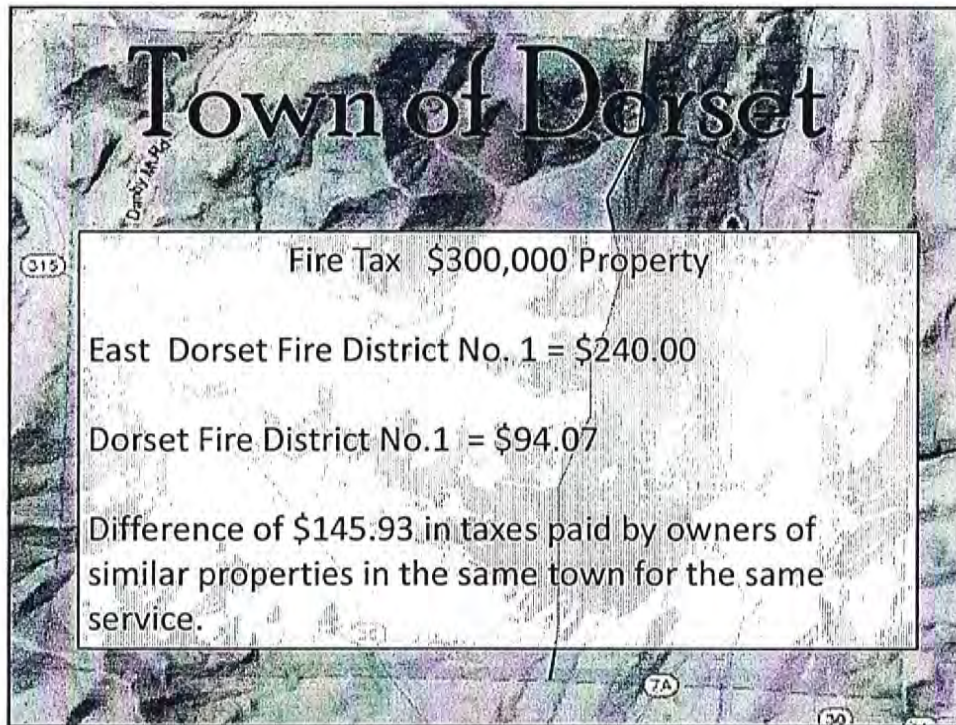




Town of Dorset

District	FY 2010 Budget	District Grand List	District Fire Tax Rate
East Dorset Fire District No. 1	\$128,230	\$1,604,595	\$0.08000
Dorset Fire District No. 1	\$176,615	\$5,632,502	\$0.0314

Map details: Highway 315, Highway 7A, Highway 30.



Town of Dorset

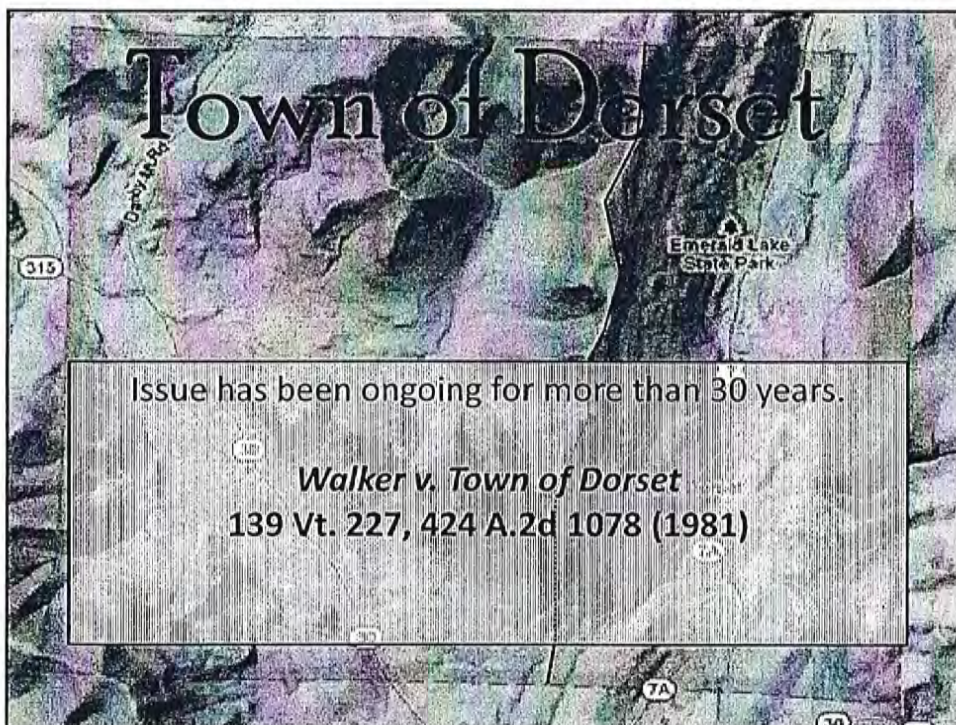
Fire Tax \$300,000 Property

East Dorset Fire District No. 1 = \$240.00

Dorset Fire District No.1 = \$94.07

Difference of \$145.93 in taxes paid by owners of similar properties in the same town for the same service.

Map labels: 315, 7A, 30, Dany's Mt. Rd.



Town of Dorset

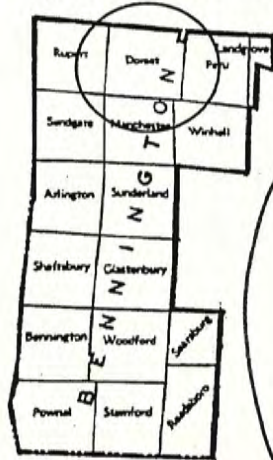
Issue has been ongoing for more than 30 years.

Walker v. Town of Dorset
139 Vt. 227, 424 A.2d 1078 (1981)

Map labels: 315, 7A, 30, Emerald Lake State Park, Dany's Mt. Rd.

Town of Dorset

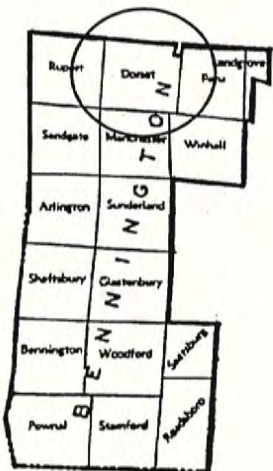
September 2010



VLCT representatives met with Dorset residents, the town manager, selectboard members and fire district officials:

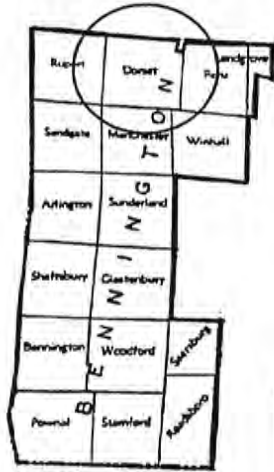
- Equalize the district tax rates.
- Preserve the quality of fire fighting services provided to the town.
- Increase cooperation and coordination between the districts.
- Take advantage of administrative efficiencies.
- Maintain district autonomy.
- Do not impact the willingness of volunteer firefighters to continue their service.

Town of Dorset

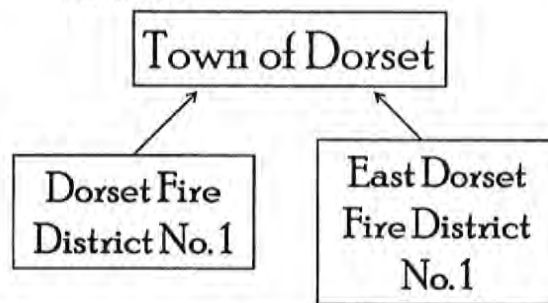


What opportunities are available within Vermont law to accomplish these goals, with emphasis on mechanisms for equalization of the districts' tax rates?

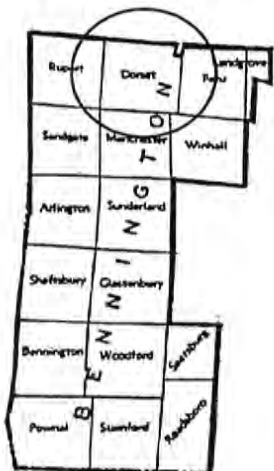
Town of Dorset



Proposed solution: An interlocal contract between the town and the fire districts to provide firefighting services to town residents.



Town of Dorset

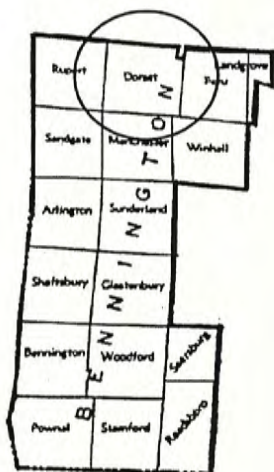


Interlocal contract

Each fire district would prepare and approve a budget for firefighting services.

The fire district budgets would be submitted to the selectboard for incorporation into the town's general fund budget.

Town of Dorset

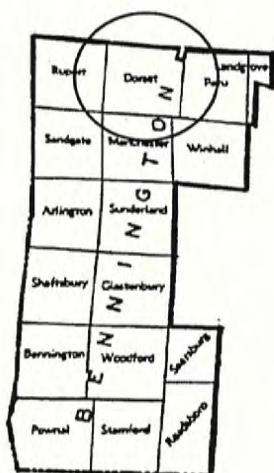


Interlocal contract

The approved amounts would be collected by the town as part of the as part of the town's municipal property tax billing.

Annual or periodic payments would be made by the town to the fire districts for the provision of fire fighting services.

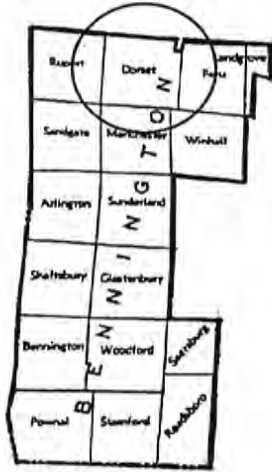
Town of Dorset



Interlocal contract

The fire districts would agree to respond to all fire calls within the town and the town would agree to pay the fire district a fixed amount for these services.

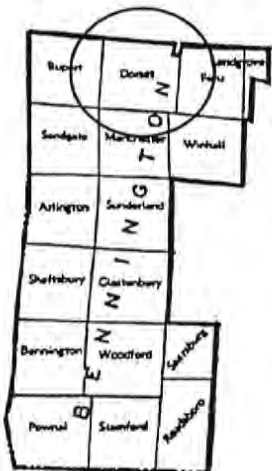
Town of Dorset



Interlocal contract

All taxpayers in the town would be subject to the same tax for fire fighting services and would be subject to a uniform tax rate, regardless of the location of their property.

Town of Dorset

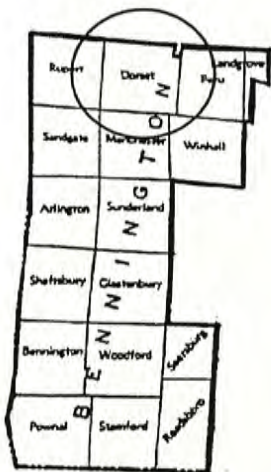


Interlocal contract

Both fire districts would retain their operational autonomy while taking advantage of the administrative efficiency of having the town bill and collect taxes.

Property tax delinquencies would be borne by the town but the town would enjoy the benefit of the statutory interest and penalty charged on overdue taxes.

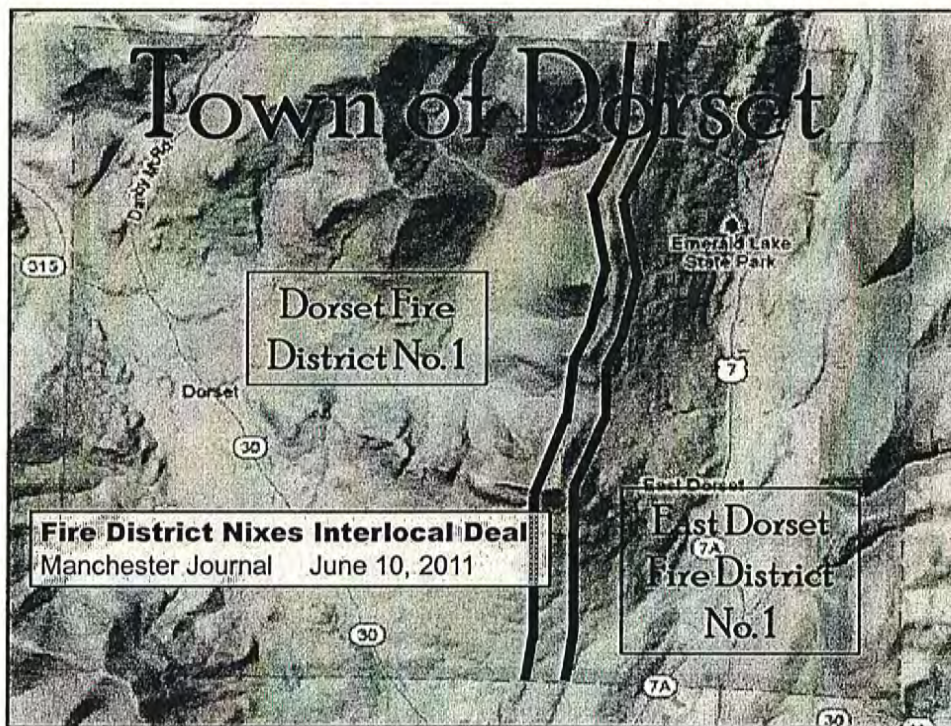
Town of Dorset



Interlocal contract

Simplicity - Would not require voter approval or any wholesale change in the way the town or the districts are organized or operate.

Flexibility - Neither the town nor the districts are locked into a long-term arrangement.



Interlocal Contracts

24 V.S.A. § 4901. Authorization

(a) Any one or more municipalities may contract with any one or more other municipalities to perform any governmental service, activity, or undertaking which each municipality entering into the contract is authorized by law to perform, provided that the legislative body of each municipality approves the contract, and expenses for such governmental service, activity, or undertaking are included in a municipal budget approved under 17 V.S.A. § 2664 or comparable charter provision. contract.

Interlocal Contracts

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Interlocal Contracts

24 V.S.A. § 4902. Contents of contract

(a) The contract shall set forth fully the purposes, powers, rights, and objectives, and responsibilities of the contracting parties.

(b) The contract may provide:

(1) That one person shall hold the same office or offices in the participating municipalities, notwithstanding any provision of law to the contrary.

(2) The method of choosing officers by election or appointment, the term of office, the compensation of, or mode of setting the compensation of, and the authority to discharge, a person holding office under subdivision (1) of this subsection.

(3) For any duly constituted local or regional board to have jurisdiction in all the municipalities.

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Interlocal Contracts

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(7) For the deposit of funds appropriated, received or contributed for purposes of any joint municipal activity or service in one or more special bank accounts, and for designation of persons authorized to have custody of and to draw on such funds.

(8) For the exercise of any powers consistent with law in order to carry out the purposes contemplated in the contract.

Interlocal Contracts

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(8) For the exercise of any powers consistent with law in order to carry out the purposes contemplated in the contract.

BARRE TOWN - WILLIAMSTOWN EMERGENCY MEDICAL SERVICES DIRECTOR INTERLOCAL AGREEMENT

This Agreement, entered into and executed on the ____ day of _____, 2000 under authority of 24 V.S.A. 2604 and 4901-4902, by and between the TOWN OF BARRE ("Barre Town") and the TOWN OF WILLIAMSTOWN ("Williamstown"), adjacent municipalities located respectively in the County of Washington and in the County of Orange, Vermont:

WHEREAS, the parties to this Agreement each provide ambulance and emergency medical services within their respective jurisdictions; and

WHEREAS, the parties, by and through their respective legislative bodies, have found and determined that the mutual and cooperative provision of a fulltime Emergency Medical Services Director will be in their best interests and the best interests of their communities; and

WHEREAS, for the purposes stated herein, and in consideration thereof, the parties to this Agreement have agreed between themselves to recruit, select and employ a qualified fulltime Emergency Medical Services Director in the manner provided herein; and

INTERLOCAL CONTRACT
DEFINITIVE VERSION AS OF SEPTEMBER 8, 2008

THIS AGREEMENT is entered into as of the 8th day of September, 2008, by and among the TOWN OF _____ and the Vermont municipal corporations identified on Exhibit A, (collectively, the "Participants"), and such other Vermont municipalities that may subscribe to these presents as Participants, under the provisions of 24 V.S.A. §§4901-4902, and as provided herein.

WHEREAS, the Participants have conducted and concluded a preliminary investigation and analysis relating to the delivery of telecommunications services to the inhabitants, governments and businesses of their respective communities; and

WHEREAS, the Participants have made a preliminary finding and determination that the public good will benefit from having available in their communities reliable, affordable and universally accessible telecommunications services; and

WHEREAS, the Participants have made a preliminary finding and determination that it is economically and technically feasible to provide a telecommunications system among and within their respective communities; and

WHEREAS, the Participants have entered into discussions relating to the advisability and feasibility of one or more commercial and non-profit enterprises (the "Providers") furnishing telecommunications and support services to the Participants and their inhabitants; and

WHEREAS, as provided in 24 V.S.A. §§1912(a) and 1913, each Participant is authorized and empowered to operate "communications plants" for the delivery of "communication services"; and

WHEREAS, the parties desire to use this Interlocal Contract in order to memorialize their mutual understandings with respect to these presents, and to provide a vehicle for

INTERLOCAL AGREEMENT

THIS AGREEMENT, entered into by and between the CITY OF MONTPELIER (the "CITY") and BERLIN FIRE DISTRICT NO. 1 (the "FIRE DISTRICT") under authority of 24 V.S.A. §§1472 and 3305, Section 1 of No. 317 of the Acts of 1957, and Section 7 of No. 318 of the Acts of 1957:

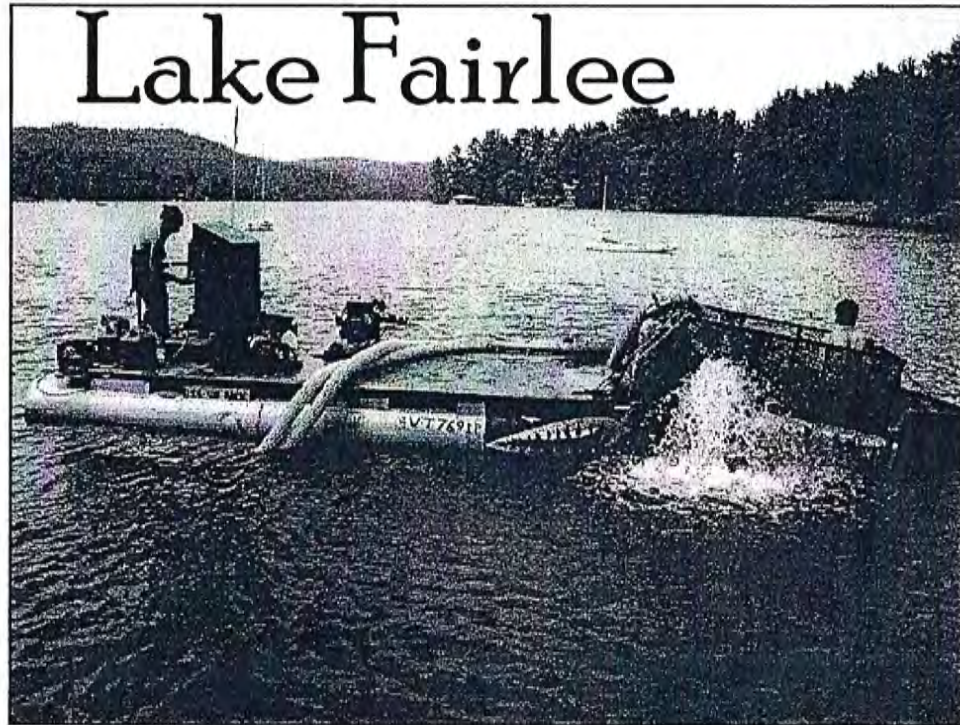
IN CONSIDERATION OF ONE DOLLAR, and other good and valuable consideration, payment, sufficiency and receipt of which is mutually acknowledged, and in consideration of the several covenants, representations, undertakings and commitments set forth herein, the parties agree as follows:

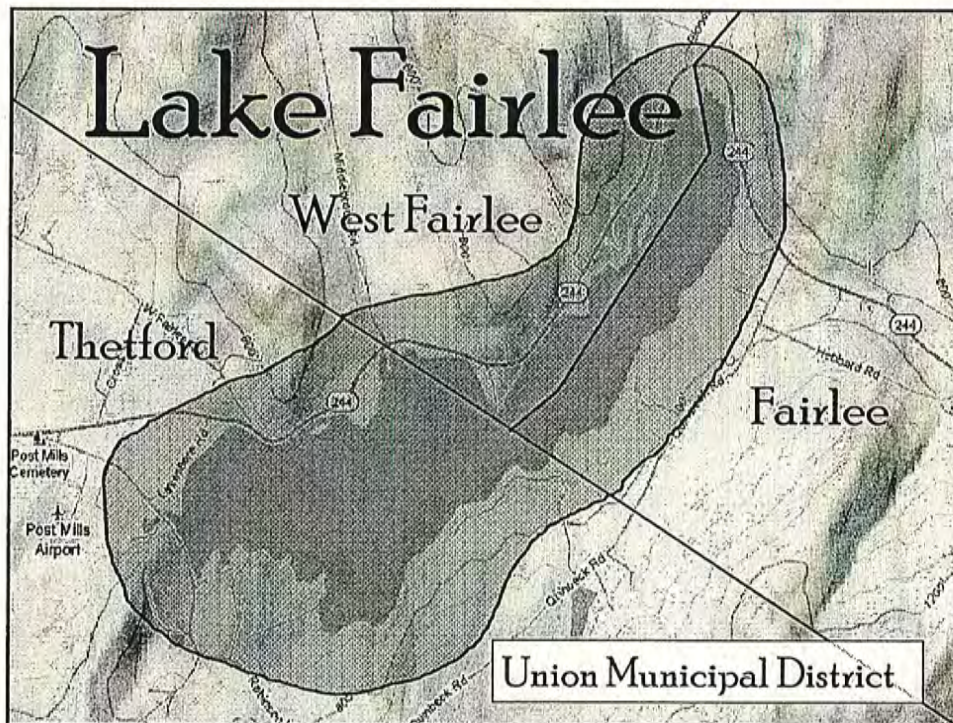
1. The term of this Agreement shall be twenty-five years, commencing July 1, 2003, and shall renew itself automatically for another term of twenty-five years, subject to
 - a. the parties mutually terminating the same at any time;
 - b. either party terminating this Agreement upon five years' advance written notice to the other party; or
 - c. ratification by the General Assembly of the merger of the FIRE DISTRICT and the CITY as approved on March 5, 2002.
2. Notwithstanding the continued existence of the FIRE DISTRICT, CITY, effective July 1, 2002, has assumed the testing, monitoring, reporting and regulatory compliance functions of FIRE DISTRICT's public water supply system under permits and licenses granted to the CITY by the Secretary of the Agency of Natural Resources.

Questions









Lake Fairlee

Union Municipal District 24 V.S.A. 4861-4868

A new municipal entity operating under a written agreement approved by the attorney general and the voters of the member municipalities. 24 V.S.A. §§4802-4833, 4861-4868.

Most common examples are the state's solid waste management districts.

Lake Fairlee

Union Municipal District 24 V.S.A. 4861-4868

Essentially, a new, limited purpose, municipality serving a geographic area comprised of multiple towns.

Has all of the potential authorities of the member municipalities, including the authority to borrow, tax, etc.

Lake Fairlee

Union Municipal District 24 V.S.A. 4861-4868

Selectboards of two or more municipalities enter an agreement to create a joint municipal survey committee. 24 V.S.A. § 4831.

Survey committee is comprised of an equal number of representatives from each municipality, appointed by the respective selectboards. 24 V.S.A. 4833.

The committee is authorized to make surveys and studies and conduct research, "to enable municipalities to make the most efficient use of their powers by cooperation with other municipalities on the basis of mutual advantage..." 24 V.S.A. § 4382(1).

Just the committee

Lake Fairlee

Union Municipal District 24 V.S.A. 4861-4868

The committee can vote to approve an agreement for the creation of the union municipal district. The agreement must contain:

- The structure of the organization created under the agreement.
- The purposes of the organization.
- The manner of election or appointment of the officers, and their authorities and duties.
- The means of establishing a budget and financing the district, and the method for assessing municipalities.
- Dissolution of the UMD, amendment of the agreement, withdrawal of a municipality. 24 V.S.A. § 4862.

Lake Fairlee

Union Municipal District 24 V.S.A. 4861-4868

The agreement must be submitted to the attorney general for approval. If no response in 30 days, then automatically approved. 24 V.S.A. § 4802.

Requires voter approval by Australian ballot. Separate voting in each municipality on the same day.

Submission for approval by the Legislature is recommended.

Lake Fairlee

Interlocal contract

Through an interlocal agreement, Fairlee, West Fairlee and Thetford could jointly acquire the Lake Fairlee dam.

Agree to the creation of special assessment districts within in each town to raise tax revenues for the purchase and maintenance of the dam and milfoil management

Questions



Mutual Aid Agreements

Fire department mutual aid agreements have historically been the most common type of interlocal agreement utilized by Vermont municipalities.

More recently, mutual aid agreements have been developed for police services – ex. Chittenden County Police Agencies Mutual Aid Agreement.

Mutual Aid Agreements

FEMA Public Assistance program “encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.”

Post-event verbal agreements are allowed, but must be documented in writing and signed by an official in each entity with authority to request and provide assistance. See FEMA Recovery Division Policy No. 9523.6

FEMA is also requiring written mutual aid agreements as a condition of certain grants.

Town of Stowe-Town/Village of Waterbury Public Works Mutual Aid Agreement

The Town of Stowe through its Selectboard, the Town of Waterbury through its Select Board, and the Village of Waterbury through its Water-Sewer Commission agree to enter into this public works department mutual aid agreement, allowing the municipalities to request equipment and personnel from one another to respond to emergency situations which threaten public infrastructure or public safety in their respective communities.

The Town Manager of the Town of Stowe and the Municipal Manager of the Town/Village of Waterbury or their designees shall be authorized to request the assistance described in this document from any municipality that is party to the agreement. Parties to this agreement shall not unreasonably withhold assistance from another party when a request is made, but may only deny a request for assistance when experiencing an emergency of their own or when no personnel are available to respond.

A Standard Operating Procedure (SOP) for the implementation of this agreement shall be developed by the parties before the agreement takes effect and it shall become an appendix to and a part of this agreement once it is approved by all parties. The SOP shall include contact information for no less than four employees from each municipality who can be contacted when a request for assistance is necessary. The SOP shall include a list of equipment and vehicles that can be made available by each party and it shall include a half day and a full day rental rate for each piece of equipment or vehicle. In addition, the list shall identify which equipment and vehicles, if any, can be lent only when accompanied by an operator from the lending party.

By this agreement each municipality acknowledges that activation of this agreement indicates that an emergency situation will have arisen in the municipality requesting assistance. Each party recognizes that a degree of financial hardship will result in the municipality requesting aid under

Police Services

Providing law enforcement services is a significant and continuing challenge for Vermont municipalities, especially smaller communities.

Rural areas of the state are often underserved by law enforcement agencies and response times are often considered unsatisfactory, especially for the quality-of-life offenses prevalent in rural areas.

Police Services

“The reality is that crime is increasing in Vermont and rural communities without police departments of their own and that do not contract for coverage and services with other agencies do not have law enforcement officers in their jurisdictions on anything approaching a regular basis. This will have an obvious effect of increasing response times and decreasing availability.”

Richard B. Gauthier, *There's Never a Cop When You Need One: The Problem of Providing Law Enforcement to Rural Vermont Communities*, (2007) (Master's of Justice Administration thesis, Norwich University) at 16-17.

Intermunicipal Police Services

- Towns may enter into agreements for intermunicipal police services under 24 V.S.A. § 1938(a).
- Presently there are only three municipal police service agreements in effect in Vermont: Hardwick/Greensboro, Royalton/Sharon, St. Albans City/St. Albans Town.

Intermunicipal Police Services

- A written agreement
- Scope of services
- Powers, duties and responsibilities of each participant.
- Governing authority for officers.
- Use of equipment, supplies and materials during the period of mutual service. 24 V.S.A. § 1938(b).

Intermunicipal Police Services

- Hardwick provides 54 hours of police coverage per month to Greensboro.
- Hardwick supplies all equipment and insurance.
- Operational and scheduling decisions and “all actions regarding policing” are under the control of the Hardwick police chief.

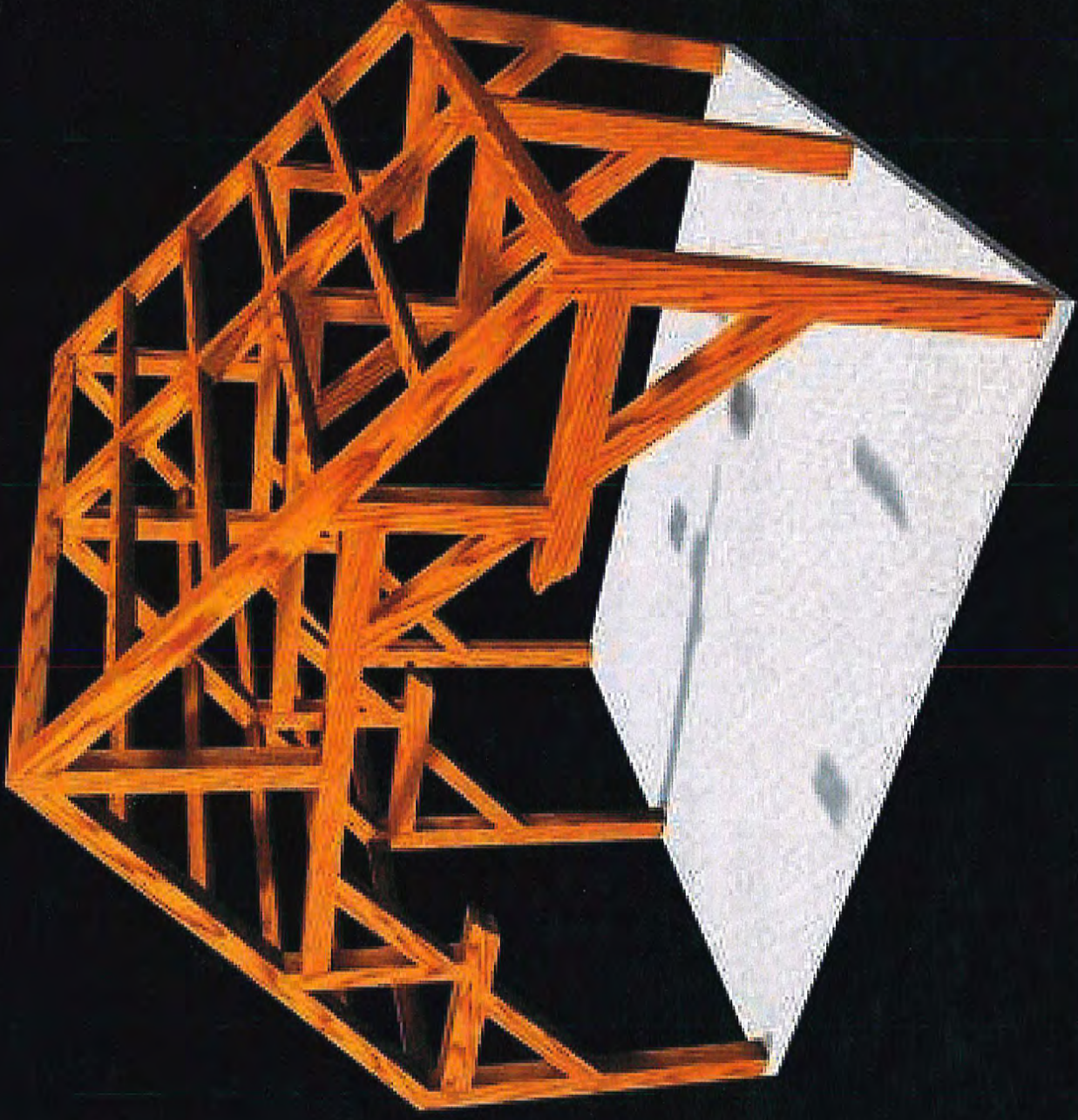
Intermunicipal Police Services

- Royalton provides Sharon 700 hours of police services annually.
- Royalton and Sharon both provide insurance.
- Royalton supplies all equipment and retains authority to direct police operations.

Questions

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Goal: Build a solid organizational structure that will meet current and future needs.



Available Frameworks

- **Interlocal Contract** – An agreement between existing municipalities to perform a governmental service, activity or undertaking. 24 V.S.A. Chapter 121, Subchapter 4.
Examples: EC Fiber Interlocal Contract, St. Albans Police Services Contract
- **Union Municipal District** – A new municipal entity created to perform a governmental service, activity, or undertaking. 24 V.S.A. Chapter 121, Subchapters 1,2,3 and 5.
Examples: Northwest Solid Waste Management District, Rutland County Recreational District, Winooski Valley Park District

Interlocal Contract

Can multiple towns jointly operate a recreational program?

- Yes. Vermont municipalities are authorized to contract with each other ***“to perform any governmental service, activity or undertaking which each municipality entering into the contract is authorized to perform.”*** 24 V.S.A. §4901(a).
- Municipalities, ***“...singly or jointly, may establish, maintain and conduct a system of public recreation including playgrounds...”*** 31 V.S.A. §202.

Interlocal Contract

Can multiple towns jointly own or lease property for a recreational facility?

- Yes. An interlocal contract may provide, ***“For the acquisition and maintenance of property, forces and services which the municipalities participating in the contract are authorized by law to perform and maintain.”*** 24 V.S.A. § 4902(b)(5).
- An interlocal contract may also provide ***“For the use of any property, equipment, or personnel of a municipality which is a party to the contract in connection with a joint service or activity authorized by the terms of the contract.”*** 24 V.S.A. § 4902(b)(6).
- Municipalities are also authorized to ***“...singly or jointly...acquire land, buildings and other recreational facilities by gift or purchase...”*** 31 V.S.A. §202.

Interlocal Contract

Can the operation and maintenance of the facility be overseen by a joint board or committee?

- Yes. An interlocal contract may provide, "*For a duly constituted regional board to have jurisdiction in all the municipalities participating in the agreement.*" 24 V.S.A §4902(b)(3).

How would a joint board or committee be created?

- The interlocal contract could provide for appointment of representatives from each participating town to a **governing board**. The governing board would operate in accordance with **bylaws** incorporated into the interlocal agreement. The bylaws would describe the quorum and voting requirements of the governing board, terms of office, etc.

Interlocal Contract

Could a governing board appoint officers and/or hire employees to manage the facility?

- Yes. An interlocal contract may provide, ***“That one person shall hold the same office or offices in the participating municipalities....”*** 24 V.S.A. §4902(b)(1).
- It may also provide, ***“The method of choosing officers by election or appointment, the term of office, the compensation of, or mode of setting the compensation of, and the authority to discharge a person holding office above.”*** 24 V.S.A. §4902(b)(2).
- ***“Municipalities singly or jointly...” may employ a director of recreation or assistant...*** 31 V.S.A. §202.

Interlocal Contract

Could a governing board contract with a third party to manage the facility?

- Yes. An interlocal contract may provide, “*For acquisition and maintenance of property, forces and service which the municipalities participating in the contract are authorized by law to acquire and maintain.*” 24 V.S.A. §4902(b)(5).

Could a governing board manage the financial affairs of the facility?

- Yes. An interlocal contract may provide, “*For deposit of funds appropriated, received or contributed for purposes of any joint municipal activity or service in one or more special bank accounts, and for designation or persons authorized to have custody of and to draw on such funds.*” 24 V.S.A. §4902(b)(7).

Interlocal Contract

Can the towns participating in an interlocal contract appropriate funds and levy taxes to operate the facility? Can they borrow money?

- Yes. ***“Each municipality which is a party to an interlocal contract shall have the authority to appropriate funds for the purpose of the contract and may also levy taxes and issue bonds for the payment of the appropriation as a special purpose.”*** 24 V.S.A. §4933.
- Expenses for the service, activity, or undertaking must be included in the municipal budget approved by the municipality. 24 V.S.A. §4901.
- “Municipalities, singly or jointly” ...”may issue bonds therefore as provided in sections 1751-1788 of Title 24...” 31 V.S.A. §202.

Interlocal Contract

Does the law require that the voters approve an interlocal contract?

- No. An interlocal contract would be approved by the selectboard of each town participating in the contract. 24 V.S.A. §4901(a).
- However, if Highgate conveys the ice arena property, the Highgate selectboard would be required to follow the requirements of 24 V.S.A. §1061, which could require a public vote.

Under what conditions can a town withdraw from an interlocal contract?

- Only under the conditions set forth in the interlocal agreement.

Interlocal Contract

How long would it take to implement an interlocal contract?

- Most likely it would take **a year to eighteen months** to negotiate and draft an interlocal contract, transfer ownership of the arena to the three towns and appropriate funds necessary to operate the arena.
- Additional time may be required if the towns need to borrow money to finance the arrangement.

Have any Vermont towns jointly operated an ice arena or other recreational facility under an interlocal contract?

- No.

Questions



Union Municipal District

What is a union municipal district?

- A union municipal district is “a **body politic and corporate** with the powers incident to a public corporation.” 24 V.S.A. §4865.
- Essentially, it is a **municipal entity serving persons in participating towns, operating under a municipal charter** approved by the voters of the participating towns.
- A union municipal district is analogous to a **union school district**.

Are there any union municipal districts operating in the state?

- Yes. There are at least 11 union municipal districts operating in the state. The most common examples are the state’s solid waste management districts.

Union Municipal District

Can a union municipal district operate a recreational program and own or lease property for a recreational facility?

- Yes. A union municipal district is authorized to exercise “**any other powers which are exercised or capable of exercise by any of its participating municipalities, and necessary or desirable for dealing with problems of mutual concern.**” 24 V.S.A. §4866(8).
- Municipalities, “**...singly or jointly, may establish, maintain and conduct a system of public recreation including playgrounds...**” Municipalities are also authorized to “**...singly or jointly...acquire land, buildings and other recreational facilities by gift or purchase...**” 31 V.S.A. §202.

Union Municipal District

How is a union municipal district formed?

- The process requires **creation of a joint survey committee** by two or more municipalities, **preparation of an agreement** for operation of the district, **review of the agreement by the Vermont Attorney General**, and **approval of the agreement by the voters** of each participating municipality.
- Although not required by statute, VLCT recommends that a district agreement be **submitted to the Vermont General Assembly for ratification**.

Union Municipal District

How is the joint survey committee created?

- The **legislative bodies** of two or more municipalities **agree to create a joint municipal survey committee**. 24 V.S.A. §4831. The members of the survey committee must consist of an **equal number of representatives from each municipality**. 24 V.S.A. §4833.

How is the committee organized?

- The committee must choose a **chair** and secretary and other “necessary officers” who serve for such period as the members decide. 24 V.S.A. §4833.

Union Municipal District

What does the joint survey committee do?

- The survey committee is authorized to **make surveys and studies and conduct research** programs to enable municipalities to make the most efficient use of their resources by cooperation and provide services in a manner and pursuant to forms of governmental organization “that will accord best with the geographic, economic, population, and other factors influencing the needs and development of municipalities.” 24 V.S.A. §4832.
- If the survey committee determines that creation of a union municipal district is appropriate, **the committee can prepare an agreement for the formation of the district.** 24 V.S.A. §4861

Union Municipal District

What is included in the union district agreement?

- The **duration of the district**, if it is to be limited in time.
- The **precise organization, composition and nature of any separate legal or administrative entity** created thereby, with the powers delegated thereto.
- **Its purposes.**
- **The manner of election or designation of officers of the district**, and the powers and duties thereof.
- **The means of establishing a budget** and financing the union municipal district, **and the method**, if so provided, **for assessing the member municipalities or the taxpayers thereof for the expenses of the district.**

Union Municipal District

What is included in the union district agreement?

- The permissible method or methods to be employed in accomplishing the partial or complete **termination of the agreement** and for disposing of property thereon.
- The **manner in which the agreement may be amended or renewed**, where applicable.
- The **conditions and procedure under which a municipality may withdraw from a union municipal district** or join a district already in operation.
- Any other necessary and proper matters. 24 V.S.A. §4862.

Union Municipal District

Why is the union district agreement submitted to the Attorney General?

- The attorney general is charged with determining “whether the **agreement is in proper form and compatible with the laws of this state.**” 24 V.S.A. §4802.
- If the attorney general fails to notify the joint survey committee of his determination within 30 days of receipt of the agreement, it is deemed approved by operation of law. 24 V.S.A. §4802.

How is the union district agreement approved by the voters?

- Approval of the agreement and formation of the district **requires a vote of each municipality.** The vote must be held on the **same day** and must be done by **Australian ballot.** 24 V.S.A. §4863.

Union Municipal District

Why submit the union district agreement to the Legislature for approval?

- To foreclose the argument that **statute authorizing the creation of union municipal districts is unconstitutional** or that the district is exercising authority that it may not lawfully exercise.
- Research indicates that the failure to have the district agreement ratified by the Legislature **could impact the district's ability to obtain bond financing.**
- This additional step has been **taken by all of the state's solid waste management districts.**

Union Municipal District

How is a union municipal district organized?

- The a union municipal district is typically operated by a **board of supervisors**, comprised of one or more representatives from each member municipality.
- **Supervisors are typically appointed by the selectboards of the member towns** for a term specified in the district agreement, though the agreement could specify that supervisors be elected.
- Vacancies are typically filled by the selectboard of the member municipality that appointed the supervisor.
- To ensure proportionate representation on the board, **the vote of each member of the board of supervisors is weighted** using a population-based formula.

Union Municipal District

How is a union municipal district organized?

- District agreements typically provide for the **election of a chair and vice chair** from among the member of the board of supervisors.
- The **chair will be the chief executive officer of the district**, having authority and responsibility to preside at all board meeting and sign all contracts on behalf of the district after approval by the board.
- A district **clerk and treasurer** are typically **appointed by the board of supervisors** and serve at the board's pleasure.
- The clerk is the custodian of the district's records and responsible for recording votes and proceedings of the district. The treasurer has charge and custody of the district funds and is responsible for the district accounting.

Union Municipal District

How does a union municipal district finance its operations?

- With the exception of provisions related to indebtedness, **statutes are not specific** as to how a union municipal must conduct its financial affairs.
 - Instead, **statute requires that the district agreement specify “[t]he means for establishing a budget and financing the union municipal district**, and the method, if so provided, of assessing the member municipalities or the taxpayers thereof for the expenses of the district.”
- 24 V.S.A. §4862.

Union Municipal District

How does a union municipal district finance its operations?

- Typically, a district agreement will require the **board of supervisors to prepare a proposed budget** and hold one or more hearings to receive public comment. After the hearings, the legislative body of the district (not the voters) adopts the budget.
- If anticipated user fees and revenues from district services are not sufficient to pay the obligations of the district, **the district is authorized to charge assessments to the member municipalities.**
- These assessments are apportioned to the towns on the basis of a formula described in the district agreement. 24 V.S.A. §4866(9).

Union Municipal District

How does a union municipal district finance its operations?

- A union municipal district is **authorized to borrow money** under the same general terms and conditions as other Vermont municipalities. 24 V.S.A. §4866(9).
- Obligations of the district are the **joint and several obligations of the district and of each member municipality**. 24 V.S.A. §4866(9).
- This means that the district and each of its member municipalities has the duty of fully performing the obligation (e.g., repaying a district loan) and the creditor can sue the district or all or any of the members upon breach of performance.

Union Municipal District

How do towns join or withdraw from the district?

- The **district agreement must specify** the manner in which new members can be admitted or by which existing members can withdraw. 24 V.S.A. §4862(8).
- The **authority to admit new municipalities is typically vested in the board of supervisors** which is granted authority to specify the terms and conditions upon which admission is predicated.

Union Municipal District

How long would it take to create a union municipal district?

- Most likely it would take a **year to eighteen months** to negotiate and draft the district agreement, have it approved by the voters and the Legislature, transfer ownership of the arena to the new district. Additional time may be required if the district needs to borrow money to finance the arrangement.

Have any union municipal districts operated an ice arena or other recreational facility?

- Yes, the Rutland Recreational District was formed to operate the ice arena at the Diamond Run Mall in Rutland. The district has since dissolved and operation of the arena has been transferred to Castleton State College. The Winooski Valley Park District manages 16 parks in 7 towns.

Union Municipal District

Could a union municipal district hire employees to manage the facility?

- Yes. A union municipal district may, *“Hire and fix the compensation of employees.”* 24 V.S.A. §4866(1).

Could a union municipal district contract with a third party to manage the facility?

- Yes. A union municipal district may, *“Contract with consultants and other experts for services.”* 24 V.S.A. §4866(2).

Would a voter approval be required to transfer ownership of the area to a union municipal district?

- The Highgate selectboard would be required to follow the requirements of 24 V.S.A §1061, which could require a public vote.

Questions



Which Option is Preferable?

The creation of a union municipal district for joint ownership and operation of the Highgate Ice Arena is the better choice.

- The union municipal district statutes afford **significant flexibility** in designing a district organizational structure appropriate for ownership and operation of the arena.
- At the same time, the union municipal district statutes are clear as to what is required in an agreement and provide a **good framework** for constructing an agreement.

Which Option is Preferable?

The creation of a union municipal district for joint ownership and operation of the Highgate Ice Arena is the better choice.

- There several **existing union municipal district agreements** but only **one interlocal contract** addressing an arrangement of similar complexity.
- The towns would be able to **borrow good concepts and ideas** from existing district agreements and from various statutory sources.
- The amount of **time required** under either approach will be **approximately the same**.

Questions



Event	Completion Deadline
<p>Committee approves final draft of a union municipal district agreement and files a copy of the agreement with its recommendation with the legislative bodies, planning commissions, and clerks of Highgate, Franklin and Swanton. 24 V.S.A. § 4861</p>	<p>October 18, 2012</p>
<p>Selectboards review the district agreement separately with their attorneys and amend the agreement as they mutually agree.</p>	<p>December 14, 2012</p>
<p>District agreement is submitted to the Vermont attorney general for approval. 24 V.S.A. § 4802.</p>	<p>December 21, 2012</p>
<p>District agreement is submitted to the voters of Highgate, Franklin and Swanton for approval by Australian Ballot. 24 V.S.A. § 4861.</p>	<p>March 5, 2013</p>
<p>Highgate voters approve conveyance of ice arena to the union municipal district</p>	<p>March 5, 2013</p>
<p>District agreement is submitted to the Vermont Legislature for approval.</p>	<p>March 8, 2012</p>
<p>Agreement is approved by the Vermont Legislature and signed by the Governor.</p>	<p>June 1, 2013</p>
<p>Highgate selectboard conveys ice arena to the union municipal district.</p>	<p>June 14, 2012</p>

Questions





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CRIME AND JUSTICE

Greensboro drops longtime contract with Hardwick police

By **Justin Trombly**
Apr 1 2021

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A backroad leading from Barr Hill down to the center of Greensboro, as seen in September 2020. Photo by Clare Cuddy

Greensboro officials have dropped the town’s contract with Hardwick police in favor of an agreement with the Orleans County Sheriff’s Department, citing an unfair cost structure and overpayments.

The unanimous decision at a March 10 selectboard meeting came after months of negotiations and will cost Hardwick with the loss of about \$250,000 in annual revenue.

“We’ve been in negotiations for weeks, but they’re not answering our questions and not budging on the bottom line,” Greensboro Selectboard chair Peter Romans said, according to minutes of a Jan. 14 meeting. “They seem to expect us to just renew the contract with the same unfair structure.”

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Greensboro officials said their decision was about money and is not an indictment of Hardwick’s policing.

Hardwick officers responded to more than 2,600 calls in Greensboro between June 30, 2019, and June 30, 2020, according to this year’s Greensboro town report. Officers made 85 arrests. The Hardwick department

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“If five officers were needed in Greensboro for a particular call or case, then five officers went,” Cochran said.

Greensboro will pay nearly \$268,000 for police services in fiscal year 2021, which runs through June 30, according to town records. Costs had been increasing. For fiscal year 2019, the town paid close to \$224,000, and the next fiscal year it paid about \$244,000.

When the new contract takes effect, sheriff’s deputies in patrol cars will respond to calls between 8 a.m. and midnight Monday through Friday and provide coverage on weekends.

After midnight, deputies will be on call at least five days a week to respond to urgent calls with no extra fees, according to the contract. Those calls include imminent threats to life, safety, welfare, property or animal welfare, the document said. Deputies will routinely patrol the town at “irregular hours” to avoid establishing predictable patterns.

The contract runs through June 30, 2022, and the town and sheriff’s department will meet to evaluate the agreement by Nov. 1.

Meeting minutes from Greensboro indicate that selectboard members thought they were getting a raw deal from Hardwick.

Romans, the board chair, said at the meeting Jan. 14 that it appears when the Hardwick Police Department is under budget for the year, Greensboro doesn’t get any money back, “even though the contract stipulates that we pay a set percentage of the HPD budget,” according to the minutes.

The selectboard estimated that the town had overpaid \$125,000 during the current contract period alone, board member Gary Circosta said at the meeting. The overpayments, he said, occurred when the Hardwick Police Department’s actual expenses ended up lower than what had been budgeted.

“This is just not fair to our taxpayers,” Circosta said, according to the minutes.

Greensboro officials met in executive session nine times between November and March to discuss police services contracts, records show. Orleans County Sheriff Jennifer Harlow attended at least three of those sessions, according to meeting minutes.

During a meeting Jan. 13, board members said Hardwick had not answered their questions about the contract.

Circosta said during that meeting that he went into the negotiations thinking the two towns were in a partnership. “However, it seems like we’re just a customer paying a flat fee for a service, and we can take it or



A Hardwick police cruiser. Photo courtesy of Hardwick Police Department

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Hardwick tried to be competitive in the contract bidding.

“We were trying our best throughout this entire project ... to maintain this working relationship,” he said. “But in the end, they’ve made basically some substantial decisions on the level of service they want to be obtaining.”

Fielder said the loss of Greensboro’s contract is “not going to create a catastrophic situation for us” financially, but officials are looking at ways to make up for the gap.

The Hardwick department is currently down two officers — one left and one is on military deployment — and won’t look to fill those roles yet, Cochran said.

In response to Greensboro’s claims about unfair costs, Fielder said all parties agreed to the figures in the contract.

He said Hardwick would be open to talking in the future about contracting again.

“We want to continue to collaborate with this community that is a close partner of ours,” he said.

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About Justin

Justin Trombly covers the Northeast Kingdom for VTDigger. Before coming to Vermont, he handled breaking news, wrote features and worked on investigations at the Tampa Bay Times, the largest newspaper in Florida. He grew up across Lake Champlain in upstate New York, where he worked for The Buffalo News, the Glens Falls Post-Star and the Plattsburgh Press Republican. He studied English and

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NEWS

TOWN GOVERNMENT

Franklin County Sheriff's Department gears up to cover St. Albans Town

By Kate Barcellos Staff Writer

Published on Apr 21, 2021



St. Albans Town Selectboard Chair Brendan Deso, left, and Franklin County Sheriff Roger Langevin pose in the sheriff's office following discussions around a police advisory committee in St. Albans Town in August 2020.

COURTESY PHOTO

ST. ALBANS TOWN — The sheriff has come to town, and word on the street is the Franklin County Sheriff's Department is looking to spruce up its fleet, ramp up its staff and give inaugural coverage of St. Albans Town the best they've got.

“It's a lot easier to gear down than it is to gear up,” said Sheriff Roger Langevin during Monday's meeting of the town selectboard. “But we're doing it. We're going to be ready for July 1.”

This is the first year that St. Albans Town has contracted with the Franklin County Sheriff's Department as opposed to the St. Albans City Police Department, which notably cost the city \$1.2 million in revenue when they lost the contract for police coverage of St. Albans Town to the sheriff's department.

The town signed with the Franklin County Sheriff's Department (FCSD) following a request for proposals initiated in May 2020. According to a powerpoint citing both RFPs, a revised contract from SAPD would have cost the town an estimated \$7.1 million over five years, while the updated FCSD contract would cost an estimated \$6.2 million.

Langevin said the department has hired five new staff members who have been through the part-time academy, which has been one of the only options for officer hopefuls during COVID-19.

“Our best recruiting tool has been other deputies that we've had here at the office,” Langevin said.

One full-timer will come from southern Vermont, and negotiations are underway with two other staff that are currently members of other departments, but Langevin said they would consider out-of-state recruitments as a way to expand their hiring pool.

“People-wise, I think we're doing okay,” Langevin said. “We have plenty of full-timers right now that we can adjust to the town patrols.”

Cpt. John Grismore said the department is at an advantage during the pandemic as the field training that normally occurs at the end of the police academy period, which the department has been conducting in preparation for their town contract, is slated to start this July.

“When they do come out of the academy, and they are that level three certification, then they hit the road immediately,” Grismore said.

The department initially wanted Dodge Durango cruisers, but after an email exchange with another deputy, the department said they’re actually going to go with two Dodge Chargers for financial reasons.

“If those Chargers aren’t ready to go, we have sufficient vehicles with which to cover the town,” Langevin said.

“We’re being very conscientious about the spend,” said Grismore. “Ford Explorers are kind of the stand-by for most police agencies, and we’ve looked at Dodges because they’re less expensive ... One of the things we have committed to you is that we wouldn’t exceed a certain dollar amount.”

The department is also going through language barrier training, as well as rail-car incident training, exploring hostile intruder strategies, and launching community teaming events, opportunities for the public to collaborate with their local departments to strengthen community connections and more deeply familiarize the residents of the community with their local sheriff.

In preparation for their mid-summer launch, the department is “reinvigorating” its tactical team, which Grismore said the department doesn’t ever want to have to use, but will be there and in ship-shape should the town ever need to call.

“Personally, (this) can’t come soon enough,” Grismore said. “I’m ready to take the town over now and show the people of the town what our office is capable of doing.”

Written By

Kate Barcellos

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Windsor County Sheriffs Will Now Patrol Sharon

By [Jordan Cuddemi \(/byline?byline=By Jordan Cuddemi\)](#)

Valley News Staff Writer

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Modified: 6/28/2017 12:11:46 AM

Sharon — The Windsor County Sheriff's Department will take over patrols in the town of Sharon on Saturday, resuming a job the agency did about a decade ago.

The Sharon Selectboard last month ended a long-running contract with neighboring Royalton for police services after raising concerns about rising fees and the status of Royalton's department following the resignation of Chief James Beraldi.

Selectboard Chairwoman Mary Gavin expressed concern about “steadily increasing, and somewhat excessive, rate hikes charged by Royalton over the past few years,” according to the May 15 meeting minutes.

“The town of Royalton is mulling over the future of its police department, and the Windsor County Sheriff would provide satisfactory police coverage for a year,” the minutes go on to say. It is undetermined whether Sharon will contract with Royalton in 2018.

Messages left for Gavin and Vice Chairman Luke Pettengill this week weren't returned.

Royalton Selectboard Vice Chairwoman Peggy Ainsworth this week said the town was looking to charge Sharon \$60 per hour for police services. The contract that expires on Friday is for \$50 an hour.

“If they wanted to go with us, we would have done that, but they weren't interested in our price and we weren't going to go any lower,” Ainsworth said, adding that the Royalton Selectboard was neutral on Sharon's decision. “If in the future they would like to come back in with us and if we feel we want to do that, we will go along.”

The Royalton Selectboard hasn't decided whether it will hire another chief or proceed on without one, Ainsworth said. The board plans to hire a second full-time officer, though, bringing the department up to two full-time and one part-time employees.

Windsor County Sheriff Michael Chamberlain said he was pleased to be working again with Sharon officials.

“We are excited they chose to have us come back,” Chamberlain said.

Under the contract, which was finalized on June 19, a Windsor County sheriff’s deputy will patrol in Sharon four days a week for four-hour time periods at a rate of \$54 per hour. The deputy will do different types of work, including general patrol, speed enforcement and responding to calls for service.

If Sharon residents need assistance outside of the contracted time periods, which will change from week to week, state police will be called in.

The Windsor County Sheriff’s Department also has contracts with Plymouth, Barnard, Bridgewater, Cavendish, Reading and Pomfret until Friday. The cost of each contract varies based on time spent in each town and whether mileage is encompassed in the per-hour rate, like it is in Sharon, Chamberlain said.

John Breault, Royalton’s senior officer, issued a news release on Monday announcing that Royalton will no longer respond to calls in Sharon.

Reached via telephone on Tuesday, Breault said the two-member police department is “disappointed” with the contract change.


“We enjoy working with the Sharon community,” Breault said. “I hope that someday we will be back working in Sharon.”

Jordan Cuddemi can be reached at jcuddemi@vnews.com or 603-727-3248.

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Memo

To: Village Trustees

From: Brad Luck, Director, Essex Junction Recreation & Parks

Date: July 8, 2021

Re: Executive Session

If the Trustees want to discuss their negotiation strategy related to contracts with the Town of Essex and the future City of Essex Junction, it is recommended that the Trustees go into executive session.

Recommended motion #1:

“I move to find that premature general public knowledge regarding the Village’s contracts with the Town of Essex and the future City of Essex Junction would clearly place the Village at a substantial disadvantage, because the Village risks disclosing its negotiation strategy if it discusses the proposed contract terms in public.”

Recommended motion #2:

“I move that the Trustees enter into executive session to discuss contracts with the Town of Essex and the future City of Essex Junction in accordance with 1 V.S.A. Section 313(a)(1)(A), to include the Trustees, Assistant Manager, and Essex Junction Recreation & Parks Director.”

Memorandum

To: Village Trustees; Evan Teich, Unified Manager
From: Sarah Macy, Finance Director
Re: Authorize Cathedral Square to Assume Whitcomb Terrace VCDP Loan
Date: July 13, 2021

Issue:

Cathedral Square is requesting authorization from the Trustees to assume an existing VCDP pass-through loan from the Village to Whitcomb Terrace Housing Limited Partnership of which Cathedral Square is one of the two partner entities.

Discussion:

Please see attached memo and additional information from Cathedral Square, this cover memo is provided to isolate the recommendation for the Trustees when the time comes to make a motion.

Cost:

None

Recommendation:

Staff recommends the Trustees authorize Cathedral Square Corporation to assume and continue to defer the Village of Essex Junction (VCDP) loan of \$260,000 at zero percent interest.

To: Board of Trustees - Village of Essex Junction

Cc: Sarah Macy, Finance Director

From: Kathleen Kanz, Cathedral Square Corporation

Re: Whitcomb Terrace - VHC B Request for Assignment & Assumption

Date: June 23, 2021

In 2004, the Board of Trustees of the Village of Essex Junction voted to apply for funding from the Vermont Community Development Program for the development of affordable housing at Whitcomb Terrace – a 19-unit fully accessible housing community located at 136 West Street. Since that time the property has been owned and operated by Whitcomb Terrace Housing Limited Partnership, a partnership formed by Cathedral Square Corporation (CSC) and Housing Vermont to utilize federal Housing Credits. The partnership reached the end of its 15-year Low Income Housing Tax Credit compliance period on December 31, 2019. Housing Vermont and its affiliates assigned its interests in the partnership to CSC and its subsidiary, CSC Partners, Inc.; CSC Partners Inc. is now the sole General Partner, and CSC is now the sole Limited Partner.

Whitcomb Terrace Housing Limited Partnership plans to convey the property to CSC, for the amount of the existing debt only. This is a common practice for affordable housing properties after the 15-year Tax Credit compliance period – to transfer ownership of a housing development to the sponsoring nonprofit housing organization – to continue to own and operate affordable housing into the future.

The transfer of ownership from the partnership to CSC will entail CSC assuming all current obligations of the property – existing debt and affordability covenants. We therefore request approval from the Board of Trustees to allow CSC to assume and continue to defer the Village of Essex (VCDP) loan of \$260,000 at 0%. Assumption and deferral of this obligation will ensure we can keep the property affordable. CSC will assume the Housing Subsidy Covenant and honor its commitment to permanent affordability. We would ideally like this assignment and assumption to occur effective 10/1/21.

CSC will continue to manage Whitcomb Terrace, and serve its low-income residents into the future, with high quality management and on-site SASH® (Support and Services at Home) services. The property is in excellent condition and the reserve balance is healthy. The roof has been replaced and the exterior has been painted in the last three years.

Thank you for consideration of this request and please let me know if you have questions or concerns (kanz@cathedralsquare.org; (802) 859-8815. We greatly appreciate the Village of Essex Junction's investment in this barrier free, affordable property with a priority for people with disabilities. The critical importance of affordable housing in providing stability and health for residents, and in keeping communities strong, cannot be overstated. We look forward to continuing to serve this community's residents for many years into the future at Whitcomb Terrace.

VCDP LOAN AGREEMENT

This Agreement is made effective as of the 17th day of December, 2004 by and between the **Village of Essex Junction and Whitcomb Terrace Housing Limited Partnership**. In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

- 1. Definitions. As used in this VCDP Loan Agreement, the following words and phrases shall have the following meanings assigned to them:

"Agency" means the Vermont Agency of Commerce and Community Development.

"Agency Procedures" means the procedures adopted by the Agency for the administration of its Vermont Community Development Program.

"Borrower" means Whitcomb Terrace Housing Limited Partnership, a Vermont limited partnership having its principal place of business at 123 St. Paul Street in Burlington, Vermont.

"Collateral" means the VCDP Mortgage and Security Agreement.

"Debt" means the debt evidenced by the Note.

"HUD" means the United States Department of Housing and Urban Development.

"National Objective" means the construction of 19 units of housing, 16 of which shall be available for persons at or below 80% of median income.

"Note" means the \$260,000 promissory note executed by the Borrower and delivered to the Recipient as evidence of the Borrower's indebtedness to the Recipient.

"Participating Party" means any one of the Borrower, the Recipient or VHCB.

"Project" means the project as described in Attachment B of the Grant Agreement.

"Recipient" means the Village of Essex Junction, a municipal corporation organized and existing under the laws of the State of Vermont having its situs in Chittenden County in the State of Vermont.

"Right of Refusal" means the right of refusal with respect to the Project conveyed by Borrower on July 22, 2004 by instrument recorded in Book 617 at Page 731 of the Town of Essex land records, which satisfies the requirements of Section 42(i)(7)(A) of the Internal Revenue Code of 1986.

"Sale" means the transfer, exchange, or other disposition, in consideration of something of value, of all or substantially all of the real property, personal property or both, which transfers title and possession of the property. "Sale" includes but is not limited to a sale under foreclosure (including a non-judicial foreclosure sale pursuant to 12 V.S.A. section 4531a, et seq.) or a sale in lieu of or transfer pursuant to condemnation by a public authority. "Sale" does not include a transfer, exchange, or other disposition pursuant to the Right of Refusal.

"Secretary" means the Secretary of the Agency.

"Security Interest" means the security interest granted by the Borrower to the Recipient in the VCDP Mortgage and Security Agreement.

"VCDP Agency Procedures" means the regulations and procedures set forth in the Agency's procedures for the VCDP Program.

"VCDP Grant Agreement" means Grant agreement #1064/03IG(24) between the Agency and the Recipient dated August 27, 2004.

"VCDP Loan" means the \$260,000 loan from the Recipient to the Borrower made pursuant to this VCDP Loan Agreement.

"VCDP Loan Agreement" means this VCDP Loan Agreement.

"VCDP Mortgage and Security Agreement" means that certain Mortgage and Security Agreement of even date herewith executed by the Borrower and delivered to the Recipient as security for the repayment of the indebtedness evidenced by the Note.

"VCDP Program" means the Vermont Community Development Block Grant Program established pursuant to Chapter 29 of Title 10 Vermont Statutes Annotated.

"VHCB" means the Vermont Housing and Conservation Board.

"VHFA" means the Vermont Housing Finance Agency.

2. Repayment. The repayment of the principal of the Debt shall be paid in accordance with the terms of the Note. Interest shall not accrue on the principal of the Debt.
3. Conditions of Disbursement of VCDP Loan Funds. No disbursement of VCDP loan funds shall be made until Borrower has furnished Recipient with the following:
 1. a certificate executed by the Borrower that it has secured all of the funds required by Paragraph (D) of Attachment B to the VCDP Grant Agreement; and

2. an opinion from counsel for Borrower, dated as of the date of the closing of the VCDP Loan, to the effect that;
 - (1) the Borrower is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Vermont and has all of the requisite power and authority to own and operate the Project and to carry on its business, and has all the requisite powers and authority to perform all of its obligations under the VCDP Loan Documents, and all of the foregoing are legal, valid and binding obligations of the Borrower, enforceable against it in accordance with their respective terms.
 - (2) to the best of counsel's knowledge, there are no actions, proceedings or investigations pending or threatened on any basis therefor which, either in any case or in the aggregate might result in any material adverse change in the business, prospects, condition, affairs or operations of Borrower, or in any material impairment of the right or ability of Borrower to carry on its business as now conducted, and none which question the validity of this agreement or any action taken or to be taken in connection herewith or therewith;
 - (3) the Borrower is not in violation of any term of its Limited Partnership Agreement or other rules governing the operation of the Borrower; and
 - (4) no consent, approval or authorization of any governmental authority is required in connection with the execution and delivery of this VCDP Loan Agreement other than the approval of the Agency and the Recipient.
4. Title Insurance. Promptly after the closing Borrower shall provide Recipient with a mortgage title insurance policy insuring Recipient's interest in the Project in the full amount of the VCDP Loan, insuring that the repayment of the VCDP Loan is secured by a third mortgage lien on the Project.
5. Insurance. Borrower shall obtain, pay for, and keep in full force, one or more policies of insurance on the Project throughout the term of the VCDP Loan against such risks and in such amounts and with an insurance carrier as may be reasonably acceptable to the Recipient. Such insurance policies will contain a loss payable clause acceptable to the Recipient. The Borrower will furnish the Recipient with satisfactory evidence of such insurance.
6. Compliance with Grant Agreement. Borrower shall comply with each and every provision of the VCDP Grant Agreement and its activities and requirements, which VCDP Grant Agreement is incorporated herein by reference as if fully set forth herein, including the administrative responsibilities for Project start up, Project reporting and closeout of this Project, and any provisions required by state or federal law, regulation or

procedure relating to the VCDP Grant Agreement. A copy of the VCDP Grant Agreement shall be maintained in Borrower's and Recipient's respective files.

7. Miscellaneous Borrower Certifications. Borrower certifies that:
 - a. it is in good standing with respect to the payment of any and all federal, state and local taxes;
 - b. it is current on or is in full compliance with its plan to pay any and all financial obligations;
 - c. all state and local permits needed for the Project have been identified, and all such permits needed to commence the construction of the Project have been secured;
 - d. it is a limited partnership duly organized, existing and in good standing under the laws of the State of Vermont; and
 - e. Borrower's representations with respect to the financial and operational aspects of the business in the written documents previously provided to Recipient remain accurate and not misleading.
8. Closing. Execution of the loan documents and the closing of the VCDP Loan shall take place on December 17, 2004 at the Recipients' office or at such other time and place as the parties may agree.
9. Disbursements: Provided that funds have been made available by the Agency to the Recipient, disbursements shall be made up to the maximum of the VCDP Loan, upon requisition by Borrower outlining the purposes for which the funds shall be used, so long as the requisition is in accordance with applicable federal and State laws and regulations, and the VCDP Grant Agreement.
10. Security for the Loan. Repayment of the VCDP Loan shall be secured by the VCDP Mortgage and Security Agreement.
11. Fees and Expenses. Whether or not any loan is made hereunder, Borrower shall pay the out-of-pocket expenses incurred by Recipient in connection with the transaction contemplated hereunder, including but not necessarily limited to filing fees. The Recipient's costs related to general grant administration including legal fees and audit fees are to be paid by Borrower.
12. Sale, Acceleration or Refinancing of the VCDP Loan. The entire balance of the outstanding principal of the VCDP Loan shall become immediately due and payable either upon the bankruptcy, reorganization, dissolution or liquidation of Borrower, or upon the sale, partial sale, exchange, transfer, sale under foreclosure, or other disposition

of the Project or the improvements and/or capital equipment situated thereon, PROVIDED HOWEVER, a sale shall not include a sale, partial sale, refinancing, exchange, transfer or other disposition pursuant to the Right of Refusal upon the condition that any such transferee assumes and agrees to perform all of the Borrower's obligations hereunder, under the Note, the VCDP Mortgage and Security Agreement, and the VCDP Grant Agreement.

13. Prepayment. Prepayment may occur at any time without penalty.
14. Other Resources.
 - A. Borrower shall cause the investment in the Project of not less than the aggregate amount of \$2,366,890 in other resources in addition to the VCDP Loan in accordance with (i) the conditions set forth in the Special Conditions (Attachment A to the VCDP Grant Agreement), (ii) the activities as listed on the Program Budget (Attachment C to the VCDP Grant Agreement), and (iii) Paragraph (E) of Attachment B to the VCDP Grant Agreement.
 - B. Notwithstanding paragraph 14.A above, it is understood that if the cost of the construction of the Project is less than those costs budgeted at the time of this Agreement, the aggregate amounts of other resources including private equity invested in the Project may be less than \$2,366,890. In such event, the amount of the VCDP Loan shall be reduced pro rata.
15. Compliance of Plans and Actual Construction with Grant Agreement. The approved plans and the actual construction of the Project shall comply in all respects with the terms and conditions of the VCDP Grant Agreement.
16. Completion of Project. The Borrower acknowledges that the Secretary, in selecting the Recipient for the award of this Grant, relied in material part upon the assured completion of the Project, and the Borrower assures the Recipient that such activities will be completed by the Borrower no later than September 30, 2006.
17. Assurance of Achievement of National Objective. Borrower commits to achieve the National Objective, and to maintain documentation as may be required by the VCDP Agreement, this VCDP Loan Agreement, and as otherwise necessary to demonstrate clearly that Borrower has achieved the National Objective.
18. Maintaining Records and Right to Inspect. During the term of the VCDP Grant Agreement, the Borrower agrees to provide necessary data and information as to private investment and low and moderate income housing relating to the VCDP Grant Agreement. Borrower shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of grant funds, and any duly authorized representative of the Secretary, the Vermont Auditor of Accounts, the HUD Inspector General, or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records

and other documents of Borrower for the period of three years after the issuance of a Certificate of Program Completion by the Agency with respect to the Project.

19. Access to Project. Borrower agrees that any duly authorized representative of the Secretary or Recipient, at all reasonable times shall have access to any portion of the Project in which Borrower is involved until the completion of all closeout procedures respecting the VCDP Grant.
20. Financial Statements. Borrower shall furnish to Recipient within ninety (90) days after the end of each fiscal year of the Borrower, the Borrower's balance sheet and statement of profit and loss for such year, prepared in accordance with generally accepted principles of accounting and prepared by a firm of certified public accountants reasonably acceptable to Recipient.
21. Progress and Other Financial Reports. Borrower shall furnish to Recipient progress and financial reports in conformance with standard provisions § XVII(B) of the Grant Agreement, on the 15th day of January and the 15th day of July of each year the VCDP Loan remains unpaid.
22. Miscellaneous Requirements.
 - A. For a period beginning with the execution of this VCDP Loan Agreement and continuing thereafter until the VCDP Loan has been paid in full and satisfied, timely notice shall be given to the Recipient and to the Agency should there be the anticipation of a sale of all or a portion of the Project to any person or entity who will use it for any changed purpose, of discontinuance of all or a portion of the facility, or of material alteration or expansion of its purpose or function. All such actions shall constitute a default, in which case the Recipient shall be required to protect the funds made available through the Vermont Community Development Program in the form of requiring the Borrower to repay in full the debt evidenced by the Note.
 - B. The Borrower shall maintain documentation clearly demonstrating that project activities meet HUD requirements for addressing national objectives set forth in the VCDP Grant Agreement, the Agency Procedures, and 24 CFR § 570.483. This documentation shall include a log of households who are assisted under the Grant Agreement. The log, which shall be designed to ensure client confidentiality, shall include the following data: number of family members, annual family income, gender of the head of household, race, and handicap status of the occupants of the dwelling units.
 - C. If the Borrower issues a press release or public communication regarding activities assisted under this VCDP Loan Agreement, it shall include a statement that the assisted project is funded in part by a grant from the Agency.

- D. The Borrower shall comply with the requirements of the Single Audit Act of 1984 to the extent required under the Grant Agreement.
23. Non-Assignment or Succession. Borrower acknowledges and agrees that no transfer of the Loan funds by the Recipient to the Borrower shall be deemed an assignment of Grant funds, and that the Borrower shall neither succeed to any rights, benefits or advantages of the Recipient under the VCDP Grant, nor plead any rights, privileges, authorities or interest in or under the VCDP Grant Agreement.
24. Secretary's Approval of Amendments. During the term of the VCDP Grant Agreement, this Agreement shall not be amended in any respect, after approval and acceptance by Agency, without prior written approval of the Secretary.
25. Disclaimer of Certain Relationships. Nothing contained in the VCDP Grant Agreement or in this VCDP Loan Agreement, nor any act of the Secretary, or any Participating Party, shall be deemed or construed by the Borrower or the Recipient or by any third persons to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any other association or relationship involving the Secretary or the Agency.
26. Prohibition Against Certain Employment. No employee, agent, consultant or officer of the Borrower shall seek or hold office or be employed by the Recipient.
27. Certain Requirements of the VCDP Grant Agreement. In addition to binding Borrower, the following provisions shall be included in all contracts between Borrower and any other contractor related to the project, and shall bind all such other contractors:
- A. Conflict of Interest: Borrower shall comply with the requirements of Section XV of the Grant Agreement and Agency Procedures, Chapter 9 and Chapter 10, Section 10.3 (formerly Category 2, Chapter 45, and Category 3, Chapter 30, Section 3012).
- B. In addition, in order to avoid both a conflict of interest and the appearance of undue influence, no officer of Borrower nor any member of Borrower's Board of Directors employed by Recipient or holding any elective or appointive municipal office in Recipient shall participate in any discussions with any decision makers of Recipient or attend any public hearing concerning, vote upon or take any action with respect to any matter involving this Agreement or the Project for the longer period of:
- i) from the date of execution of this VCDP Loan Agreement until five years after the Completion Date set forth in the VCDP Grant Agreement; or
- ii) whenever any balance is outstanding under the Loan; or
- iii) during a person's tenure with Recipient and for one year thereafter.

- C. No person described in paragraph B. of this section, or any person with whom such a person has family or business ties, may participate in a decision making process or gain inside information with regard to the activities funded by VCDP, obtain a financial interest in or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, for the applicable time period set forth in paragraph B. of this section.
- D. Retention of and Access to Records: Borrower shall comply with the requirements of Section XX of the VCDP Grant Agreement, and the requirements of Chapter 3 of the Agency Procedures:
- i. Financial records, supporting documents, statistical records, and all other records pertinent to this VCDP project shall be retained in accordance with Chapter 3 of the Agency Procedures.
 - ii. Authorized representatives of the Secretary, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Recipient, Borrower pertaining to the receipt and administration of Vermont Community Development Program funds, as may be necessary to make audits, examinations, excerpts, and transcripts.
- E. The Borrower shall comply with the requirements of Section XVI of the Grant Agreement; Title 21, V.S.A., Chapter 5, Subchapter 6 relating to fair employment practices; and 9 V.S.A. §§ 4503 and 4504 relating to fair housing practices, to the extent applicable.
- F. The Borrower agrees that in its procurement of supplies, equipment, construction and services, the officers, employees or agents of the Borrower are bound by the provisions of Chapter 10 § 10.3 of the Agency Procedures. In instances not governed by such section the provisions of Chapter 9 of the Agency Procedures shall apply.
- G. The Borrower shall retain financial records, supporting documents, statistical records and other records pertinent to the VCDP Grant Agreement in accordance with Section XX of the Grant Agreement and Chapter 3 of the Agency Procedures.
- H. Interpretation: This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont and the laws of the United States of America, where applicable.
28. Project Signs. Any sign erected at the Project by the Borrower will be in compliance with any criteria which may be established by the Secretary during the term of the Project.

29. Borrower's Default and Actions by Recipient. If Borrower violates any term, condition or representation contained in the VCDP Grant Agreement, this VCDP Loan Agreement, the Note or any other document delivered to Recipient by Borrower or if Borrower defaults under the terms of any mortgage that is senior in priority to the VCDP Mortgage and Security Agreement, then and in that event, Recipient shall notify Borrower, and Borrower shall remedy the same within a reasonable period of time, but in no event later than thirty (30) days after the mailing of said notice by Recipient, and if the default is not so cured, Recipient shall have the right and option to do any of the following:
- A. cancel this agreement by written notice to Borrower;
 - B. bring appropriate action to enforce such performance and correction of such defaults;
 - C. declare the entire amount of principal immediately due and payable and proceed to collect the same by such actions as are permitted under the terms of the VCDP Mortgage and Security Agreement and the Note; and/or
 - D. take such other action as is provided in this Agreement, or any other action which is permitted by law, which Recipient may determine to be in Recipient's best interest.

All remedies provided in this agreement are distinct and cumulative to any other right or remedy under this agreement, or otherwise permitted by law, and may be exercised concurrently, independently or successively.

30. Miscellaneous Provisions

- b. Revisions and Amendments: Revisions and amendments to this VCDP Loan Agreement shall only be made pursuant to Section XXV of the VCDP Grant Agreement. All amendments to this VCDP Loan Agreement shall be reduced to writing and shall be executed by all parties to the document. Borrower acknowledges that the Agency may require an amendment to this Agreement to ensure, or enhance the possibility of, Borrower's achieving the National Objective. A copy of any amendment to this document shall be submitted to the Agency for its approval prior to execution of the amendment. Any amendment to this Agreement shall survive the closing with respect thereto.
- c. Environmental Review: Pursuant to Subsections VIII(D), (E) and (F) of the VCDP Grant Agreement, there shall be no reimbursement using VCDP funds for any expenses incurred for activities commenced prior to the date the Agency issues the Notice of Release of Funds.
- d. Paragraph Titles: The titles to the paragraphs of this Agreement are used solely for purposes of identification, and are not to be construed as affecting the meaning of the language of the paragraphs.

- e. Notice Addresses: Borrower and Recipient shall give one another notice pursuant to this Agreement at the addresses set forth below for each, and shall keep the other informed in any change of address for notice purposes:

Recipient: Village of Essex Junction
Attn: Charles Safford, Village Manager
2 Lincoln Street
Essex Junction, Vt. 05452

Borrower: Whitcomb Terrace Housing Limited Partnership
c/o H.V. 2003, Inc.
123 St. Paul Street
Burlington, VT 05401

31. Borrower's Covenants.

- f. No Financial Change: Borrower shall make no material change in the financial or operational aspects of its business, specifically including but not limited to the borrowing of additional money, the granting of additional liens significantly altering the plan for capital expenditures, salaries of partners or employees, or Borrower's product or service, without the prior written consent of Recipient, except as otherwise provided for in this VCDP Loan Agreement.
- g. Discharge of Other Liens and Encumbrances: Borrower shall use no proceeds of this VCDP Loan Agreement to discharge any lien or other encumbrance.
- h. Refinancing: Borrower shall not use the proceeds of the VCDP Loan as collateral for any other debt without the prior written approval of Recipient. VCDP funds shall not be used to restructure debt in any way, except where the project involves the use of VCDP funds to convert temporary bridge or construction financing to permanent financing.

32. Indemnification. The Borrower shall indemnify, defend and save harmless the Recipient and its officers and employees from any liabilities, claims, suits, judgments, or damages, including attorneys' fees, arising as a result of the performance of the obligations of this agreement by the Borrower except as arise from the conduct, action or non-action of the Recipient, its officers and employees. The obligation of Borrower under this provision shall continue after termination or completion of this Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination or completion of this Agreement.

33. VCDP Loan Agreement Survives Closing. Borrower and the Recipient agree that this VCDP Loan Agreement shall survive the closing contemplated hereunder, and that each and every one of the obligations and undertakings of the Borrower set forth in this VCDP Loan Agreement shall be continuing obligations and undertakings and shall not cease or terminate until the entire loan is paid in full.

34. Waiver. Neither the failure or any delay on the part of the Recipient to exercise any rights, power or privilege hereunder shall operate as a waiver hereof. Nor shall any single or partial exercise of any such right, power, or privileges preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.
35. Benefit. This Agreement shall be binding upon and inure to the benefit of the Recipient and the Borrower and their respective successors and assigns.

Executed on December 17, 2004.

Village of Essex Junction


 Witness

By: 
 Charles Safford, Village Manager


Whitcomb Terrace Housing Limited Partnership
 By H.V. 2003, Inc., General Partner


 Witness

By: 
 Authorized Agent


STATE OF VERMONT
 CHITTENDEN COUNTY, ss.

At Essex in said County and State this December 17, 2004, Nancy Owens authorized agent of Whitcomb Terrace Housing Limited Partnership, personally appeared and he/she acknowledged the foregoing VCDP Loan Agreement, by him/her subscribed, to be his/her free act and deed and the free act and deed of Whitcomb Terrace Housing Limited Partnership,

Before me, 
 Notary Public

STATE OF VERMONT
 CHITTENDEN COUNTY, ss.

At Essex this 17th day of December, 2004, Charles Safford, Village Manager appeared and acknowledged the foregoing VCDP Loan Agreement by him subscribed to be his free act and deed and the free act and deed of the Village of Essex Junction.

before me, 
 Notary Public

Memo

TO: Village of Essex Trustees
Evan Teich, Unified Manager

FROM: Nicole Mone-St.Marthe, Program Director Senior Services,
Ally Vile, Essex Parks and Recreation Director

DATE: July 6, 2021

SUBJECT: Reopening plan: Essex Area Senior Center & Senior Van Services

OBJECTIVE:

Outline guidelines driving current programming efforts and initiatives being implemented within the Essex senior community and identify the action plan items necessary for transitioning back into the Essex Area Senior Center space at 2 Lincoln St.

DISCUSSION:

Current senior programming for the summer quarter of June, July, and August of 2021, was established in May under the guidance of the Vermont Department of Disabilities, Aging, and Independent Living Covid 19 protocols. Under these protocols, social distancing requirements for the 65+ population within senior centers and community spaces required 100 sq. ft. of space per senior. See below, as taken from the Guidance for Senior Centers in Planning for Re-Opening (Effective 3/30/21) -VTDAIL

Physical (Social) Distancing Strategies

Physical distancing is still the best way to prevent the spread of the virus; although, it is recognized that this is often challenging.

- 1. Senior Centers may operate with up to 1 person per 100 square feet in program space, including participants, volunteers and staff.*
- 2. People must maintain 6 feet distancing as much as possible.*
- 3. No more than 6 people can be seated at the same table when eating, all guests should be seated.*
- 4. Plan activities that do not require close physical contact between multiple participants.*
- 5. Limit sensory activities and wash hands immediately after any use.*
- 6. Encourage additional outside time and activities as is possible and open windows frequently when air conditioning is not being used.*
- 7. Adjust the system that circulates air through the center to allow for more fresh air to enter the program space.*

This protocol alone made use of the 2 Lincoln St. space inadequate for programming needs. With this in mind, programming for the summer quarter was scheduled at

Memorial Hall, as well as local parks, allowing for proper adherence to social distancing requirements for our high-risk population. Other protocols set forth by the VTDAIL in correspondence with VTDOH sited specific requirements regarding HVAC systems as well as hygiene protocols and cleaning/disinfecting guidelines that were unable to be met at the 2 Lincoln St. location.

Due to the inadequacies at the 2 Lincoln St. location, the programming schedule for the summer was designed to meet the current safety protocols that were in place at that time with the knowledge that a reduction in restrictions could occur in the future, but were not guaranteed. With the summer plan in place, we were confident that moving forward, we were providing programming and activities in a safe environment that would meet all guidelines and protocols should restrictions not be lifted during the summer months.

Programming schedules and information were mailed out in May highlighting activities taking place throughout the summer including, but not limited to, recreational activities such as organized Bingo and Duplicate Bridge, Luncheons, and van trips. Because of mailing costs, one mailing per quarter meets the center operational budget. Changing the summer programming at this point and notifying the senior membership would have a direct impact on the center operating budget in the amount of \$250 just in postage. Although information is made available online at essexvtseniors.org as well as The Essex Area Senior Center Facebook page, mailings are the most effective and preferred method of communication for our EASC membership. Continuing our summer programming schedule as is would aid in keeping the FY budget in tact and lesson confusion that would be caused by changing information that has been published to the general public.

Center programming is also reliant upon transportation for our non-driving population. Currently, the Senior Van program is looking to hire additional drivers and is currently only operating with 2 drivers covering services on Tuesdays, Wednesdays, and Thursdays from 9-2, as well as van trips every other Friday. In an effort to best meet the needs of our senior community, van ridership is focused first on essential travel such as doctor's appointments, grocery shopping, and pharmaceutical needs. It is our intent to focus service on these needs throughout the summer quarter and expand center programming once more drivers are hired to meet the transportation needs the center will generate once the 2 Lincoln St. location is open. A Fall reopening will assist in the timing of hiring more drivers and having the appropriate availability of transportation at that time.

The factors mentioned thus far were key in the decision to hold the reopening of the 2 Lincoln St. location in the Fall with programming being offered in our community spaces that best provided safe and comfortable accommodations to ensure the welfare of our senior community.

Moving forward, the Program Director of Senior Services is working to establish a luncheon program collaboration with Agewell, that is set to begin in September. This will coincide with the need for a nutrition program that will support our seniors with food insecurities.

The EASC will reopen its doors from 9-2 Tuesdays, Wednesdays, and Thursdays beginning in the Fall. It will be opening one hour earlier than in the past, but will be closing earlier to allow opportunities for the space to meet communities needs such as afterschool programming. Due to staffing constraints, the center will remain closed on Mondays while the Program Director of Senior Services operates the Senior Van scheduling line, generates the weekly rider schedules, and oversees the schedule for the van operations, maintenance, and maintains ESV mileage and usage reporting system to GMT. The center site will also remain closed on Fridays as the Program Director of Senior Services is offsite running programming trips. Currently, the Program Director of Senior Services is the only staff member for the EASC and oversees the operations of the ESV.

COST TO REOPEN:

There are no additional costs to tax payers. The current summer programming schedule and Fall reopening initiative is operating under the approved fiscal year budget.

RECOMMENDATION:

It is our recommendation that the reopening schedule of the Essex Area Senior Center location at 2 Lincoln St. follow the current plan of reopening in September. This allows for the hiring of more senior van drivers to meet the transportation needs that the center reopening will generate. The September reopening date will also align with the Parks and Recreation Fall quarterly programming schedule, budget allotment for mailings, and new program initiatives which includes the luncheon collaboration with Agewell that is currently set to begin in the Fall. The new hours of the center reflect staffing availability and community needs for safe facility spaces for the youth of our community.

Memorandum

To: Board of Village Trustees

Cc: **Evan Teich, Municipal Manager and Marguerite Ladd, Assistant Manager**

From: Wendy Hysko, Brownell Library Director

Re: Update on Brownell Library services

Date: July 6, 2021

Issue

The issue is for the Trustees to receive an update regarding Brownell Library pandemic services.

Discussion

Brownell is now in “Phase 3” of our pandemic operations reopening plan. Brownell has been continuing to offer “curbside” self service pickup 40 hours each week, which continues to be staff intensive managing phones, email and pulling materials from shelves, but it is very popular with community members. Contactless pickup has changed how many places did business this past year. This potential impact is something we have to consider moving forward as it has strong appeal for people looking to streamline and find a more manageable work/life balance.

In late May, we began booking browsing and public computer appointments to Essex residents Tuesday, Wednesday and Thursdays with 30 minute appointments a few hours each day. We included Wednesday evening hours for appointments, and now open browsing, to offer flexibility for people who have daytime commitments. With desk staff devoting time to retrieving materials, we have to have more staff available to provide backup for incoming calls for materials, readers advisory and reference questions.

Our target date for rolling out open browsing was July 4, aligning with Governor Scott's original July 4 Vermont Forward plan. We were able to have a full staff in person meeting on June 16 to discuss concerns and ideas from all staff involved in serving the public directly, and this allowed us to sort out "Phase 3" reopening details with different department's feedback. Concerns included managing current services, if self service pickup should be relocated to open the back vestibule for foot traffic, how to manage the transition of self service pickup, appointments and open browsing in a way staff feels will be sustainable and safe for both staff and the visiting public. We have public computers available during appointments and open browsing with time limits managed by our time management software. We have a plan in place for those needing more assistance on computers to be able to be remotely helped by assist remotely to limit close staff interactions with the public. We serve people of all ages and means, which makes a more diverse population to balance indoors. The Brownell building does not have sufficient ventilation with only one ERV in the attic to mix in fresh air for the whole building, so masks and distancing are essential to reduce the chance of exposure to this airborne virus.

Because of our planning meeting and time to organize after, staff felt more ready to open prior to our July 4 plan. We had a soft opening for open browsing with limited hours beginning the week of June 21 shifting to 2 hours of open browsing Monday, Wednesday and Fridays. After checking in with staff last week, we opted to double the open browsing after July 4. Now we have 4 hour blocks of open browsing Monday, Wednesday and Friday and are more openly advertising the hours, and are keeping Tuesday and Thursday appointments, and self service pickup hours that staff retrieves materials for no contact pickup. We continue daily cleaning to ensure high contact services are maintained as recommended by health professionals to reduce the chance of germ/virus spread. We are requiring masks for all visitors in public areas, regardless of vaccination status, because we want to ensure our space is safe for all. Mask requirements will be revisited when vaccines are

available for all ages, and the spread of dangerous COVID-19 variants are not a threat to staff and the visiting community.

We continue to balance the demands of pandemic operations which still requires a lot more attention to visitors keeping masks on and social distance, self service pickup, and appointments, and will continue to evaluate what services we can safely offer on site. We hope to increase open browsing hours, but also want to ensure staff are managing before adding more hours - it is a balance, but one we are making progress with. We found people are increasingly impatient and rude on the phone this spring and into the summer, which has added to the daily load our staff manages. We want to transition to more open hours slowly to ensure we can maintain good service to all. We are so appreciative for the people who share their gratitude as the last year+ has transformed library services more than we ever imagined and the interactions that energize staff have changed a lot. Staff are regularly touching base on appointment interest, curbside demand and now open browsing to gauge the climate and demand and what could be the next best shift to serve our community.

We are unfortunately in the position of hiring 3 part-time openings after staff have recently moved on. Brownell to hiring for 3 positions simultaneously is a first. Hiring diverts staff resources with the hiring process and training, and we are competing with several area libraries for qualified candidates, as well as the very competitive hiring market, to fill these positions.

Our youth staff have worked hard to anticipate Summer 2021 with the Tails & Tales Summer Reading program. Events have been lined up since this winter and all scenarios, including crowd hesitant parents, has been thought through with a lot of creativity, not knowing what the summer would bring. Programming includes a full range of online, outdoor in person and activity kits available throughout the summer
<https://brownelllibrary.org/kids-teens/summer-reading-plan>

Despite the notion that Vermont is open and all people are vaccinated, this is not true to date for all we serve. As a trusted government institution, Brownell staff want to serve our community safely for all involved, and will continue to evaluate safe practices for a busy public building, and aim to add open browsing hours as staffing and circumstances allow. We updated our phased reopening plan in May to reflect current pandemic circumstances and services and the updated plan can be found at <https://brownelllibrary.org/the-library/covid-operations>.

Recommendation

This is for informational purposes only

Memorandum

To: Board of Trustees;

Cc: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Sarah Macy, Finance Director; Tammy Getchell, Assistant to the Unified Manager

From: Marguerite Ladd, Assistant Manager

Re: Update regarding 2 Lincoln office and public meeting space operations

Date: July 6, 2021

Issue

2 Lincoln office and meeting space operation updates

Discussion

Before COVID-19 the office space of 2 Lincoln offered services for Community Development for the Village and a drop off location for payment for certain clerk functions, this is due to the fact that there was a limited part time clerk assistant placed there to receive walk-ins, which Terry and Tammy helped provide backup coverage as well. Due to limited staffing and the consolidation of clerk and finance at 81 Main Street these services were not offered at 2 Lincoln pre-pandemic and are presently still not offered.

During COVID-19 the building was open by appointment only for the Community Development office and that service continues presently. There are drop boxes out front and they continue to function in the same way that they did before and during COVID-19, offering folks a drop-off location.

Currently, management is investigating an intercom system that would function similarly to the Police Department. This is to help the Community Development office provide services while ensuring staff safety in the building. Presently there are not enough staff in the building at one time to allow for a safe working environment while Community Development provides off-site services.

The 2 Lincoln meeting room is open and being used for meetings and has recently been set-up to support hybrid meetings. The hybrid meetings are still a work in progress as we all learn how to operate in the world of hybrid meetings but early efforts have been successful.

Lastly, there are several building issues that need to be addressed such as mold mitigation, ADA compliance and proper ventilation for any significant amount of public traffic, minor structural issues etc. With the Village planning for separation they will need to decide what updates to the building are needed and how to go about implementing those updates. This will be easier to do with the building

In summary, the 2 Lincoln office space services a Community Development office and houses some members of the management team. All Clerk and Finance services have moved. It will continue to operate along these lines for the foreseeable future. When the Village has a final direction approved by the voters, Unified Manager and the State Legislature, then a new plan will be instituted to support the future of the Village.

Recommendation

This is for informational purposes only

Memorandum

To: Village Trustees; Evan Teich, Unified Manager
From: Tom Yandow, Facilities Manager
Through: Dennis Lutz, Public Works Director
Re: Capital Project for 2 Lincoln Street – Electrical Redistribution Project
Date: July 7, 2021

Issue:

Capital Project for 2 Lincoln Street – Electrical Redistribution Project.

Discussion:

2 Lincoln Street: When looking into the possibility of adding an oven and a handicap chair lift for the building, I noticed that there was no circuit breaker spaces left, the Village Fire Department did not have its own electrical meter, and in viewing the existing transformer with GMP – the transformer is about 50 years old; it is time for an updated transformer. I was asked by the CHIPs Center to look into the possibility of adding an oven to their space for teaching purposes and they also asked me about putting in some sort of handicap access to their space. In reviewing all of the electrical panels in the basement, there are no more circuit breakers left in any of the panels to add the 50 amp breaker for the oven. There is also no electrical capacity to add the handicap access device. In reviewing the electrical distribution with an Electrical Engineer, they noticed that some work done years ago is no longer electrical code compliant. We also found that the existing electrical service for 2 Lincoln Street and the Village Fire Department share the same meter.

To increase power for 2 Lincoln Street, the Village Fire Department will need their own electrical meter. In addition, the following work is needed:

- a) an upgrade for the Village Fire Department electrical panels
- b) An upgrade to the Village Fire Department distribution system to meet code
- c) Added power for 2 Lincoln Street
- d) An upgrade to the 2 Lincoln Street distribution system to meet code

A bid was developed with 2 alternates within the bid. They are, 1) to provide a price to upgrade the (5) electrical panels within the basement of 2 Lincoln Street, 2) provide a price to add a new blank electrical panel within the basement of 2 Lincoln Street for any and all future loads needing to be added to the building.

Cost:

The bidders for this project were Omega Electric, Brown Electric, JJ Hammond Electric, and Pratt & Smith Electric. Within a few days, Brown Electric sent me an email stating that they did not wish to bid the project. Within 2 days of bidding the project, JJ Hammond Electric called and let me know that they were too busy to bid the project. So we ended up with 2 bidders.

Omega's bid was \$72,950.00, and declined to bid the alternates. Pratt & Smith's base bid is \$49,717.00 and bid the two alternates for a total bid of \$57,557.00.

We hired Pearson & Associates (P&A) to do the design and specifications of the new electrical redistribution. P&A had estimated this project to cost \$50,000. I had a contractor look at this project and give me a rough budget number and they replied back at \$65,000. I had estimated the project to cost \$75,000, knowing some of the extra costs that may be associated with this project. The \$75,000 figure was the number budgeted for this project through the capital budgeting funds.

Recommendation:

We recommend the Electrical Redistribution Project move forward this summer with using Pratt & Smith Electric with the total bid of \$57,557.00. There will be some costs associated with a new transformer with GMP, but the Village of Essex is to pay those fees directly to GMP. That cost is in the range of around \$2,000.00. We are in the process of confirming that cost; but the person to contact at GMP is on vacation this week. With the difference in cost between the budget and the bid, we recommend that we use that extra for any problems that come up during the project. We intend not to use any extra funds, but there may be some hidden problems that were never identified.

BID FORM

SCHEDULE OF VALUES OF PROJECT FOR BASE BID

<u>Item Work Description</u>	<u>Value Amount</u>
Electrical Work	\$ <u>65,000.00</u>
Excavation Work by Sub	\$ <u>7,950.00</u>
TOTAL BASE BID	\$ <u>72,950.00</u>

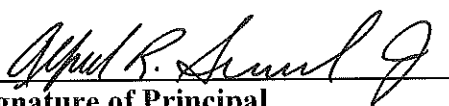
In Words:

Seventy-two thousand nine hundred fifty dollars

The Bidder acknowledges receipt of the following Addendum(s):

#1 6-30-21

Bid Submitted By:

 <u>Signature of Principal</u>	<u>Omega Electric Construction Co. Inc.</u> Name of Firm
<u>Al Senecal</u> Name of Principal (PRINT)	<u>31 Commerce Ave.</u> Mailing Address
<u>7-1-21</u> Date	<u>South Burlington, Vt. 05403</u> City, State, Zip
<u>802-862-0517</u> Phone Number	 Fax Number

HOLD HARMLESS AGREEMENT

The Contractor shall and does hereby agree to indemnify, save harmless and defend the Town / Village from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property caused by the Contractor, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character in any way attributable to or asserted against the Town / Village, or the Town / Village and the Contractor, or which the Town / Village may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of the Town / Village and/or the sole negligence of the Town / Village's agents, servants or employees, then and only then, the Contractor shall not be liable under the provisions of this paragraph.



Authorized Representative of Firm

**CERTIFICATION OF BIDDERS QUALIFICATIONS
AND USE OF SUBCONTRACTED SERVICES**

The data must be included in and made part of the submittal bid documents. Failure to comply may be regarded as justification for rejecting the Bidders proposal. Additional pages may be added as necessary by the Bidder.

The names and residences of all person and parties interested in their proposal as principals are as follows: (Note: Give the first and last names in full. If a corporation, give names of all officers and directors. If a partnership, give name of all partners).

Omega Electric Construction Co. Inc	Al Senecal	President
Omega Site and Excavation		

The undersigned agrees that all work to be performed by sub-contractors and the approximate amount to be paid the sub-contractors, is as listed bellow. All sub-contractors must be listed an all sub-contractors must be approved by the Town of Essex.

Description of Sub-contract	Name and Address of Sub-Contract	Approximate Amount of Sub-Contract
none		

The Undersigned submits the following information to enable the Town of Essex to judge his or her experience and ability to perform the proposed work.

1. Name(s) of resident supervisor(s) who will be assigned to this Project. State any of their special qualifications.

Omega Site and Excavation	Nick Ovitt	Project manager
Omega Electric Construction Co.	Al Senecal	President

2. How many years has your organization been in business under the name in which you propose to execute this Contract? 54 yrs.

3. What projects has your present organization completed of character similar to the proposed? (Give the information indicated by the following tabulation).

Name/Address of Owner for Whom Work Was Done	Work Done as Contractor or Sub-Contractor	Description of Work	Approx. Amount of Contract	Approx. Date Work Completed

4. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why.

No.

CERTIFICATION IS SUBMITTED BY:

Omega Electric Construction Co. Inc.
Name of Contractor


Authorized Signature

President
Title

31 Commerce Ave., South Burlington, Vt. 05403
Business Address

7-1-21
Date



2 Lincoln St. Essex Jct. Vt.

7/1/2021

Alternates:

Omega Electric takes exception to notes 9, 10 and 11 on E1.0 dated 2/10/20.

Note 9:

Cannot determine if ground wires are present in existing circuits. It may not be possible to add wire with out extracting existing circuits or re-cabing.

Note 10 & 11:

Existing locations and wiring methods are not determined. Replacement breaker quantities are unknown.

Exclusions:

Concrete, concrete structures and light bases.
Painting and patching.
Power Co. Fee's.
Access panels.
Rubbish removal from site.

Bollards and house keeping pads.
Horizontal boring.
HVAC Controls.
Tel/data Co. Fee's.
Primary cable and terminations.



PRATT & SMITH, INC.
ELECTRICAL CONTRACTORS
578 Route 7 South – Milton, VT 05468
TEL. (802) 893-1437 FAX (802) 893-1438
E-MAIL: prattandsmith@comcast.net

Date: July 1, 2021
To: Town of Essex – Tom Yandow
Project: 2 Lincoln Street Electrical Distribution
Subject: Electrical Quote

Quote# R070121-02

Tom,

We are pleased to provide the following electrical quote for the project listed above.

Scope of Work:

All work per Drawing E1.0 and Specification Section 024126 and Section 26

- Replace existing utility and standby power distribution including new underground conduit, wiring, electrical equipment and GMP supplied transformer vault
- Complete replacement of 2 existing panelboards in fire station
- Excavation
- Provide temporary power from existing generator

Exclusions:

- Utility company fees
- Concrete work
- Disposal of demolished electrical materials
- Patching or painting
- Sales tax
- Any costs associated with existing code violations
- State Prevailing or Davis Bacon wages
- Generator fuel costs

Notes:

- Addendum #1 was received and incorporated into this quote
- Price based on work to be completed during weekends and after normal business hours
- Prices quoted are subject to adjustment should material costs change from the time of bid to the time of order release
- No panel schedules were included
- It is unknown which existing conduits need a grounding conductor, not included in price

Lump Sum Price Base Bid: \$49,717.00

Alternate 1 – Add: \$5,005.00

Alternate 2 – Add: \$2,835.00

Quote is valid for 30 days.

Insured by Liberty Mutual



Thank you for the opportunity to provide this quote. Feel free to call with any questions.

PRATT & SMITH, INC.

Jeffrey M. Stuart
Estimator

Signature of acceptance

Date

From: Bridget Downey - Meyer

Sent: Friday, July 9, 2021 10:05 AM

To: Evan Teich <eteich@essex.org>; Ricky Jones <rick@essexjunction.org>; Micah Hagan; Village of Essex PC <pc@essexjunction.org>; Amber Thibeault <AThibeault@essexjunction.org>; Raj Chawla <RChawla@essexjunction.org>; Daniel Kerin <dkerin@essexjunction.org>; George Tyler <gt Tyler@essexjunction.org>; Andrew Brown <abrown@essexjunction.org>; Robin Pierce <robin@essexjunction.org>; Ron Hoague <rhoague@essex.org>

Subject: Traffic Calming in the Pleasant Street Neighborhood

To the Village of Essex Junction Manager, EJ Trustees, EJ Planning Comm.. EJ Public Works, BWAC and Essex Police Department.

The residents of Pleasant Street and the adjoining neighborhood have long been concerned with speeding down Pleasant Street, since it is a well-known cut-through to avoid the 5 corners. A desirable neighborhood, with Maple Street Park and ADL at one end, and Town Offices and EHS at the other, Pleasant Street is a convenient bypass to waiting at the community's largest intersection.

As many will remember, starting in 2003 the neighborhood identified the need for traffic calming actions and, after much discussion, speed tables were installed. They have proven minimally effective in slowing traffic.

In light of this, we're asking for more effective traffic calming measures in our heavily trafficked neighborhood. Pleasant St. including East and Mansfield are used as shortcuts, and are particularly affected by school traffic. The volume of residents, including children, passing through this neighborhood who walk and bike is astonishing.

We are requesting a partnership where staff from the village could work with residents of high traffic-impacted streets/neighborhoods to create a process that could be a model for other neighborhoods in the future. We envision a standard approach to evaluate and request traffic calming in an organized approach that ensures equity, safety, cost considerations, and efficiency. We believe forming a standardized process would benefit staff and residents alike for years to come.

There is a perfect opportunity to create such a process as the Pleasant Street repaving project takes shape. As you can see in the attached signatures, there is considerable interest by residents in engaging in creating such a process, and we hope the Village staff will share our enthusiasm.

We have lots of creative ideas used in other communities for slowing traffic and would appreciate the opportunity to share. Such a discussion could serve as a model for other road projects to come, serving not just Pleasant Street but the entire Village.

Thank you for your attention to this matter and please see the attached letter signed by residents and neighbors of Pleasant Street, as we look to a workable permanent solution to the traffic needs of our community.

Thank you,
Bridget and Nick Meyer

Village of Essex Junction, present these signatures to formally request the installation of appropriate traffic calming measures on our streets. Traffic calming will improve the quality of life for residents of the neighborhood and Village by forcing slower speeds for motor vehicles. This will increase safety, and reduce the risk of injury for all road users, especially children, seniors, and those walking or cycling.

NAME

ADDRESS

Elijah Massey	48 Pleasant Street
Connie McDonald	5 Pleasant St
Joshua Myron	5 Pleasant St.
Amy Pappas	36 East st.
James Wolf	36 east st.
Maggie Massey	48 Pleasant St
Jennifer	22 pleasant st.
Paul Wolf	29 EAST ST
Jennifer Dickinson	23 Pleasant St.
Andrew Kolivos	23 Pleasant St.
Diana Miranowicz	3 Waverly St
SEAN + TIMMONS	35 PLEASANT +
Amie Cooper	40 East Street
GORDEN STARKER	36 PLEASANT ST.
Lana Danner	36 Pleasant Street
Charlie Timmons	35 Pleasant St
Stuart Timmons	35 Pleasant St

We, the undersigned residents of the Pleasant St. Neighborhood in the Village of Essex Junction, present these signatures to formally request the installation of appropriate traffic calming measures on our streets. Traffic calming will improve the quality of life for residents of the neighborhood and Village by forcing slower speeds for motor vehicles. This will increase safety, and reduce the risk of injury for all road users, especially children, seniors, and those walking or cycling.

NAME

ADDRESS

Willy Marks 3 Park Ave Essex Jct.

SUSAN SWOOGER 22 EAST ST Essex Jct.

Summer Pennell 22 East St Essex Jct.

Sue Barber 18 Mansfield Ave Essex Jct.

BEN CARLSON 37 EAST ST. ESSEX JCT.

* We desperately need this on Brickyard Rd also - Speeding is a huge issue! Christine Moon 12 Brickyard Rd E. Jct, VT

ERIN DONAHUE 4 PLEASANT ST. ESSEX JCT, VT

Linda Donahue 4 Pleasant St Essex Jct. VT

Maughan McFadden 45 Pleasant Essex Jct

Matt Milk 1111 R.D. Essex Jct

Beth A Lawrence 33 Pleasant Essex Jct

Susan McCormack 28 East St. Essex Jct

Linda Atkins 28 East St. Essex Jct

Eli Zuanich 3 Pleasant St. Essex Jct

Mithey A. Moody 67 MAIN ST. ESSEX JCT + Please

Jan Clark 38 PLEASANT " "

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NAME	ADDRESS
Allen Timmons	35 Pleasant St.
Patti Elliott	23 Mansfield Ave
DYMAN GIAMBATISTA	12 ARLINGTON ST.
Candace Morgan	12 Arlington Street
Amanda Terwilliger	20 Lenox St.
Tiffany-Kay Swanson	39 Pleasant St.
Adrienne Sauced	11 Park Ave.
Patricia Clark	16 Jemille St
DA Clark	12 Mansfield
Annette Rexroad	31 Mansfield Ave.
DAZEN REXROAD	31 Mansfield Ave
Nick Moreno	19 Maple St
MEGHAN KARLIK	19 Maple Street
Andy Lawrence	33 Pleasant Street
Chris Coymon	9 Jemille St.
Jens Jacobs	5 Prospect St.
Jan Ferris	5 Prospect St

We, the undersigned residents of the Pleasant St. Neighborhood in the Village of Essex Junction, present these signatures to formally request the installation of appropriate traffic calming measures on our streets. Traffic calming will improve the quality of life for residents of the neighborhood and Village by forcing slower speeds for motor vehicles. This will increase safety, and reduce the risk of injury for all road users, especially children, seniors, and those walking or cycling.

NAME


ADDRESS

Bridget Meyer	28 Pleasant St.
John Gelo	1 PARK AVE.
Daniel C Wolf	29 EAST ST.
Mallory Bruiner	5 Arlington St.
James Mosley	35 Brickyard Rd #8
Jeff Ferland	40 Pleasant St
Ryan Spain	40 Pleasant Street
Torrey Mack	22 Pleasant St.
Rose Van Buren	24 Pleasant Street
Katre Greene	24 Pleasant St.
Ned Daly ^{How abt a 4 way stop @ East St?!}	7 Pleasant St
Heather Collins	46 Pleasant St
Tim PAY	46 PLEASANT ST
Lutz Furneaux	18 East St.
Nora O'Neill	66 Main St.!
Julie Williamson	29 Pleasant St
Joseph MacEachern	29 Pleasant St

We, the undersigned residents of the Pleasant St. Neighborhood in the Village of Essex Junction, present these signatures to formally request the installation of appropriate traffic calming measures on our streets. Traffic calming will improve the quality of life for residents of the neighborhood and Village by forcing slower speeds for motor vehicles. This will increase safety, and reduce the risk of injury for all road users, especially children, seniors, and those walking or cycling.

NAME

ADDRESS

Ann Lipsitt	4 Park Ave. Essex Jct.
Sara Gebo	1 Park Ave Essex Jct.
Kelley Di Dio	46 Mansfield Essex Jct
GIUSEPPE DIO	46 MANSFIELD AVE ESSEX JCT
Holly Buckland Parker	36 East St. Essex Jct.
Karen Roberts	28 Lamaille EJ 05452
Jeff Frisk	28 Lamailles EJ 05452
Michael Van Buren	24 PLEASANT ST EJ, 05452
Debbie Davis	32 Pleasant St EJ 05452
Tan Goyette	11 Park Ave
Erik Frivon	44 Pleasant St EJ 05452
Tommy Hishcock	40 North Street EJ 05452
Jenellis	19 Lamaille St EJ 05452
Helen Fenton	" " " " (age 6)
Elizabeth Fenton	" " " "
KATHRYN DALY	7 PLEASANT ST, 05452 (age 75!)
Seamus Huber	47 Pleasant St 05452
	18 Pleasant St 05452

We, the undersigned residents of the Pleasant St. Neighborhood in the Village of Essex Junction, present these signatures to formally request the installation of appropriate traffic calming measures on our streets. Traffic calming will improve the quality of life for residents of the neighborhood and Village by forcing slower speeds for motor vehicles. This will increase safety, and reduce the risk of injury for all road users, especially children, seniors, and those walking or cycling.

NAME

ADDRESS

Paula Cole	38 PLEASANT ST.
John B. Cole	41 PLEASANT ST.
Heather Batalion	41 Pleasant St.
Lois Farnell	44 Pleasant St.
Philip Breber	45 Pleasant St.
K. Cole	18 Mansfield Ave
Michelle	43 PLEASANT ST.
Maura Collins	43 Pleasant St.
Sarah Webb	12 Pleasant St.
Julie Nielsen	10 Pleasant Street
Stacey Lyman	8 Pleasant Street
Alex Lyman	8 Pleasant Street

TRUSTEES' POLICY REGARDING TRAFFIC CALMING

Preamble: The intent of traffic calming is to raise awareness and slow down traffic. However, any traffic calming measures must allow motorists to drive the posted speed limit in a safe manner. Traffic calming measures must also take into consideration road maintenance (i.e., snow removal, etc.), emergency management services and the potential impact on other residential streets (i.e., significant traffic diversion onto other Class 3 roads, etc.). Traffic cones and speed tables have been found to satisfy these criteria.

Purpose: To establish guidelines for the prioritization and installation of traffic cones and speed tables to help protect the public health, safety, and welfare.

Section 1. "Keep Kids Alive Drive 25" Cones

By calling the Village Manager's office at 878-6944, any citizen on a Class 1, 2 or 3 highway may request a set of "Keep Kids Alive Drive 25" cones with the following conditions:

1. Cones must be placed adjacent to the edge of pavement.
2. Cones shall not be placed within 250 feet of a signalized intersection.
3. Cones shall not be placed within designated municipal parking spaces.
4. Cones must not be placed in front of a driveway or otherwise interfere with entering or exiting.
5. Cones shall be allowed in the street only during daylight hours.
6. Cones shall not be allowed within the public right-of-way from December 1st through April 1st.

The Village of Essex Junction and Essex Police Department reserves the right to remove any traffic cones that are not in compliance with this policy, interferes with the maintenance of public infrastructure, or creates a safety hazard.

Section 2. Speed Table Approval Process

Any resident can request speed enforcement by contacting the Essex Police Department at 878-8331.

Any resident can request a speed study by calling the Village Manager's office at 878-6944. If the speed study indicates the 85th percentile speed is 5 mph or above the speed limit in either direction, residents of a street can request a speed table(s) if 70% of the households sign a petition and submit it to the Village Manager.

Speed studies will be conducted from May 1st through September 30th. All petitions must be received by October 15, in order to be considered in the prioritization process for the upcoming budget year.

The Trustees reserve the right to order the installation of a speed table(s) without resident approval.

Section 3. Priority Ranking

It is anticipated that there will be more requests for funding of speed tables than the annual budget could support. Therefore, the following criteria will be used to establish a base formula from which to rank projects for funding during budget development. Sites shall be ranked based on the cumulative total points. A site with the greatest number of total points shall be considered to have the highest priority. A list shall be established with descending order of total cumulative points, with earliest date of application having a higher priority when sites have the same number of cumulative points.

The following criteria will be used to rank the sites:

- Traffic volume (24 hour)
- Traffic volume (peak hour)
- Speed
- Accident data
- Activity generators

Traffic Volume (24 hour)

Traffic volumes will be measured for a 24 hour period on the streets in the traffic calming area. Points will be allocated based on the following table.

24 hour volume	Points
0-250	1
250-500	2
500-750	3
750-1000	4
1000+	5

Traffic Volume (Peak Hour)

Traffic volumes will be measured during the peak hour for both directions on the streets in the traffic calming area. Points will be allocated based on the following table.

Peak Hour Volume (vehicles per hour in both directions)	Points
0-50	1
50-75	2
75-100	3
100-125	4
125+	5

Traffic Speed

The site specific existing 85th percentile speed will be used in the evaluation process, and not the posted speed limit. [All Class 3 roads in the Village of Essex Junction are posted at 25 mph.] Points will be allocated based on the following table.

Site specific 85th percentile speed	Points
Within speed limit	0
5-10 mph above speed limit	5
10-15 mph above speed limit	10
15+ mph above speed limit	15

Accident Data

Site specific evaluation shall be limited to accidents in the traffic calming area. The analysis shall be limited to the total number of reported accidents over a period of the recent past three years. One point shall be assigned for each reported accident that is susceptible to correction by a traffic calming measure.

Activity Generators

Points for features will be assigned based on the type of activities on that street. Generators will be considered in terms of likely pedestrian and bicycle activity. The following table will act as a guide.

Activity Generators	Points
A street with a mid-block crosswalk or school crossing guard	5
A street with a public school	5
A street with a public park	5

Section 4. Appeal

If person(s) think that there are unique circumstances that require a higher prioritization, they may write a letter to the Village Trustees, c/o Village Manager, 2 Lincoln Street, Essex Junction, VT 05452.

Section 5. Funding

Budget: Requests for speed tables shall be prioritized in the Fall of each year for consideration as part of the proposed General Fund Budget or the General Fund Capital Budget in a subsequent fiscal year.

Special Assessment: If traffic calming is determined to be warranted, but money is not readily available for implementation, all affected parties may agree to pay for the improvements in accordance with 24 V.S.A., Chapter 87.

Section 6. Removal or Suspension

The Village Trustees reserve the right to direct the immediate removal and/or suspension of any traffic calming measure(s).

Adopted by the Village Trustees on 1-27-04, 7-13-04 and 8/10/04.

Memorandum

To: Board of Trustees;
Cc: Tammy Getchell, Assistant to the Unified Manager
From: Marguerite Ladd, Assistant Manager
Re: Amtrak Reopening
Date: July 8, 2021

Issue

Amtrak celebration

Discussion

Tammy Getchell has been putting together a celebration and notes “as you may be aware, the Vermont Agency of Transportation has announced celebratory events at all Amtrak stations in Vermont as Amtrak resumes service on Monday, July 19. The Village of Essex Junction is home to Vermont’s busiest Amtrak station and is pleased to host a celebration of the arrival of the Vermonter as it pulls into the station. The public will be invited to participate in children’s activities, brief presentations from local representatives and Operation Lifesaver, and a walking tour to see the up and coming infrastructure changes taking place at 5 Corners in Downtown Essex Junction. Of course, no Vermont celebration is complete without some coffee and treats from our local businesses. The Village Trustees will issue a press release soon and invite our local media friends to join us for this special occasion.”

Recommendation

This is for informational purposes only

YOU'RE INVITED TO CELEBRATE THE

Arrival of Amtrak in Essex Junction

JULY 19, 2021

FREE EVENT

29 RAILROAD AVENUE
ESSEX JUNCTION, VT



Celebrate with Essex Junction as Amtrak Reopens for Business!



9:00 am - Kids! Stop by the Brownell Library pavilion at 6 Lincoln St. to make your train noisemaker for the Vermonter's arrival. Play with Brownell's toy train and learn more about their 1000 Books Before Kindergarten program which builds early literacy skills and prepares children for school. Participants will receive a train car for every 100 books read! Juice and snacks will be available.



9:44 am - 29 Railroad Ave. - Arrival of the Amtrak Vermonter to its first stop from St. Albans. Cheer as it pulls into the station and celebrate another step toward reopening Vermont! Amtrak is offering \$1 rides for travel within Vermont on July 19th. Visit [the Amtrak website](#) and use promo code V102.



10:00 am - 29 Railroad Ave. - Join us for coffee, local treats, and presentations from our representatives and Operation Lifesaver. The Essex Historical Society will share a display of historical paintings of the station.



10:45-11:15 am - Begins at 29 Railroad Ave. - Join the Community Development Director for a short walking tour to see the new and upcoming changes at 5 Corners in Downtown Essex Junction.

Memorandum

To: Board of Trustees; Evan Teich, Unified Manager

From: Marguerite Ladd, Assistant Manager

Re: Executive Session for employment of public employee

Date: July 9th, 2021

Issue

The issue is whether the Board of Trustees will enter into executive session to discuss the employment of a public employee.

Discussion

In order to have a complete and thorough discussion, it would appear that an executive session may be necessary. The employment of a public employee can be a protected discussion, provided that the public body make a decision to hire a public employee in an open meeting.

Cost

N/A

Recommendation

If the Board of Trustees wishes to enter executive session, the following motion is recommended:

“I move that the Village Board of Trustees enter into executive session to discuss the employment of a public employee in accordance with 1 V.S.A. Section 313(a)(3), to include the Unified Manager, Evan Teich”

MEMORANDUM

To: Trustees; Evan Teich, Unified Manager; Marguerite Ladd, Assistant Manager
From: Travis Sabatano, HR Director *TS*
Date: July 6, 2021
Re: Revisions to General Rules and Personnel Regulations

Issue

The issue is whether the Trustees will adopt proposed revisions to the Village of Essex Junction General Rules and Personnel Regulations.

Discussion

Several changes were made to the recently ratified Village Association Contract that staff feel should be reflected in the Personnel Rules and Regulations. Specifically changes around compensation, compensatory time, vacation time, sick leave, bi-weekly payroll, personal leave, and retirement. These are all practices/policies/benefits that should remain consistent across the Village to the extent possible. The enclosed version of the Personnel Rules and Regulations shows the proposed changes.

Cost

None.

Recommendation

It is recommended that the Trustees adopt the proposed revisions to the Village of Essex Junction General Rules and Personnel Regulations effective July 1, 2021.

INTRODUCTION

This manual has been prepared to assist officials and employees of the Village of Essex Junction. Our community expects a high level of service from each of us and will, undoubtedly, receive it as long as everyone "gives their best." As an official or employee of the Village of Essex Junction, you are in fact working for each and every taxpayer who contributes to the support of the Municipal government.

The registered voters of the Village of Essex Junction elect a Board of Trustees. This Board is charged with the responsibility of establishing policy within the limits and provisions of the Village Charter and State Statutes.

The Village of Essex Junction operates under the Council-Manager form of government. This type of municipal operation is very similar to the way a business operates. Essex Junction's citizens receive a great variety of services through the various Municipal departments such as Fire, Public Works, Water, Wastewater, Library, Administration, and Community Development.

The Trustees at and the Village Meeting adopt a budget for each year's operation. The various departments are operated within this budget under the general direction of the Unified Manager. While as a Municipal employee your ultimate employer is the taxpayer, there is a chain of command. In most cases, your Department Head is your immediate supervisor and above that is the Unified Manager and the Trustees.

PURPOSE, ENACTMENT AND EFFECT

It is the purpose of these Regulations to establish formal procedures for administrative action concerning personnel. The Regulations are enacted pursuant to 24 VSA Section 1121 and 1122.

Any statute, Village Charter, or Collective Bargaining Agreement provision which is contrary to these Regulations shall be considered superior to these Regulations; and if any provision is held invalid, such invalidity shall not affect other provisions or applications of these Regulations.

MISSION STATEMENT

Our purpose is to support and enrich the lives and community spirit of our citizens through efficient and effective provision of the following services: highway, general administration, water, wastewater, sanitation, library, planning, zoning, economic development and fire protection.

GOAL STATEMENTS

1. To be responsive to citizens' desires to shape their community by balancing the diverse demands of the present generation with anticipated future needs, and maximizing the use of resources in delivering quality public services.
2. To retain and attract quality, customer-oriented employees by providing an environment that encourages, rewards, and recognizes employees for hard work, efficiency, creativity and enthusiasm.

ORGANIZATIONAL VALUES

The Village of Essex Junction values its citizens. It demonstrates this fact by listening and being willing to go the extra mile to address their concerns.

The Village of Essex Junction values its employees. It demonstrates this sentiment through progressive personnel policies and encouraging continuous learning.

The employees value the Village of Essex Junction by being professional, creative and committed to providing exceptional service.

The quality of life and environment within the Village of Essex Junction are enhanced by a partnership and spirit of close cooperation among its citizens, elected and appointed officials and Village employees.

Each one of us is the Village.

Each one of us is striving for success.

We are what make the difference between a good organization and an excellent one.

As such, we value and will strive to adhere to the following principles in all of our actions.

Practice Open, Honest, and Accessible Communication – Talk straight to each other. Listen to and appreciate each other's thoughts and ideas. Confront issues in a positive, constructive manner. Encourage and seek participation by the people who will be affected by the decisions made.

Demonstrate Honesty and Integrity – Trust, integrity and a lasting working relationship are fostered when every action is conducted in a truthful and forthright manner.

Exercise Fiscal Responsibility and Accountability – Careful management of our financial resources demonstrates our respect for each other because it is our taxes that support our organization. Fiscal responsibility recognizes that most problems cannot be solved by money alone and therefore demands fresh, proactive approaches and creativity in addressing issues. Fiscal responsibility is accepting responsibility for the resources entrusted to us.

Provide Friendly and Courteous Service to All – Our mission is serving people. Therefore, our first responsibility is delivering quality services in a friendly, effective and efficient manner. We also seek "win-win" solutions to resolve each other's concerns.

Welcome Diversity, Equity, Inclusion and Promote Equal Opportunity – Diversity provides a unique opportunity to learn from and celebrate the mosaic of individuals and cultures in our

community. Our organization provides an environment that is fair, equitable and inclusive to all employees and those we serve.

Treat Others with Respect, Sensitivity and Dignity – Live the “golden rule” in every interaction by demonstrating a deep regard for the diversity, needs, feelings and beliefs of all people and acknowledging the ideas and opinions of everyone. Make decisions that serve the best interest of all of the people, including those who choose not to participate.

Work Together as a Team – Work cooperatively as a group to address and to resolve problems. Collaboration using the knowledge and skills of each other increases effectiveness and innovation.

Emphasize Initiative and Creativity – Encourage and reward new ideas. Change is welcomed because it enhances the opportunity for the organization and individuals to grow and excel.

Support a Human Environment – Recognize the importance of human needs such as enjoyment and satisfaction in one’s work. Provide an environment that is nurturing, spirited, caring and informal and allows individuals to stretch beyond their normal capabilities. Make certain every individual balances their professional life with their personal life. Celebrate accomplishments by consistently acknowledging good performance.

Pursue Excellence and Professionalism – Strive to continually improve the way we deliver services and perform our day-to-day activities by being more accurate, thorough, responsive, efficient and effective. The successful completion of a task is more important than who gets the credit. A professional attitude dictates an objective analysis of issues, free of personal biases and with a commitment to the organization and to the community.

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

101. EFFECT

The provisions of these rules shall apply alike to all public officials, volunteer firefighters and all employees of the Village, regardless of the time of the creation of the position or the time of their appointment.

These rules and regulations are subject to change at any time by majority vote of the Village Trustees.

102. DEFINITIONS

Department Head is the appointed Fire Chief or an employee who has direct supervision and responsibility for personnel of an entire municipal department.

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

Employee - Part-Time is any person who routinely works less than thirty (30) hours per week, or is hired for seasonal work only. A part-time employee is an at-will employee and may be discharged at any time without cause. Part-time employees who work an average of at least 18 hours per week and are over age 18 are eligible for paid sick leave in accordance with state law. Part-time employees are not eligible for benefits, except that those who are scheduled to work at least twenty (20) hours per week year round ~~and have completed an initial six month probationary period~~ are entitled to vacation, holiday, and sick leave on a prorated basis. All employees have access to the Employee Assistance Program.

“Seasonal Employee” is any employee hired to perform services on a seasonal basis. Upon completion of the season, the employee’s employment will be terminated. Seasonal employees are not eligible for benefits and are not included in the merit pay scale. Seasonal employees may be discharged at any time without cause.

“Public Official” is any person who is elected by the voters of the Village or has been appointed by the Village Trustees.

“Volunteer Firefighter” is any person appointed to the Essex Junction Fire Department. In accordance with the Fair Labor Standards Act, they are volunteers and not employees. Volunteer firefighters are appointed by the Essex Junction Fire Chief. All appointed volunteer firefighters are at-will. They are not eligible for benefits, except for the Employee Assistance Program, and may be discharged at any time without cause by the Fire Chief or by the Village Trustees. Pay rates for volunteer firefighters are set by the Fire Chief and approved by the Village Trustees. Volunteer firefighters are not included in the merit pay scale.

“Library Substitute” is any employee hired to fill in on an “as-needed basis” at the Brownell Library. Library substitutes are not eligible for benefits and are not classified in the merit pay scale. All library substitutes are to be paid the same hourly wage as established by the Library Director and Unified Manager. Library Substitutes may be discharged at any time without cause.

“Library Volunteer” is any person who has been offered and accepted a volunteer position at the Brownell Library. All applicants for volunteer positions at the library are required to undergo a criminal record check per Section 8 of the “Administrative Procedures Regarding Hiring.”

103. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The Village of Essex Junction is committed to and adheres to equal opportunity and nondiscrimination in all aspects of employment. Candidates for employment and employees will be considered for all positions on the basis of their qualifications, abilities and job performance, regardless of race, color, religion, ancestry, national origin, genetics, place of birth, age, sex (including pregnancy), sexual orientation, genetic information, gender identity or disability, if he or she is qualified for the position. The municipality shall, without regard to these matters, recruit, hire, upgrade, assign, and train all employees. In addition, the municipality shall administer all personnel actions, such as compensation, benefits and municipal sponsored training without regard to these matters. Reasonable accommodations will be made for employees who are qualified individuals with a disability and for any qualified person with a disability seeking employment with the municipality.

104. APPOINTMENTS

Where no specific rule of the Village Charter is made to the contrary, the state statutes shall determine how appointments shall be made.

105. RECORDS

All records shall be available to the Board of Trustees or their representative if they are conducting an official investigation in accordance with the Village Charter or acting as the Personnel Board.

106. MONIES RECEIVED

Every official or employee shall turn over, as soon as practical, all monies received by him/her in their official capacity to the Treasurer with a statement showing the source from which the same was received.

107. OATH

Members of the Board of Trustees shall, before assuming their duties, take the oath prescribed by law.

108. SALARIES

All officials, employees and volunteer firefighters of the Village shall receive such salaries as may be provided by the Village Trustees. No official or employee receiving a salary from the municipality shall be entitled to retain any portion of any fees collected by him/her in the performance of their duties as municipal official or employee.

All municipal employees, with the exception of the volunteer firefighters, seasonal employees and library substitutes shall receive pay increases as follows:

~~For the period beginning July 1, 2020 through June 30, 2021, increases shall be as follows and will be awarded on the anniversary date of employment:~~

~~All employees shall receive a cost of living adjustment of 1.5%.~~

~~An employee is also eligible for a merit-based increase ranging from 0% to 0.75%. The merit-based increases are assigned as follows:~~

- ~~• Evaluation score ranging from 4.0-5.0 = 0.75%~~
- ~~• Evaluation score ranging from 3.0-3.99 = 0.50%~~
- ~~• Evaluation score ranging from 2.0-2.99 = 0.25%~~
- ~~• Evaluation score ranging from 0.00-1.99 = 0.0%~~

108.1: Effective July 1, 2021 through June 30, 2023: An employee is eligible for an annual merit-based increase ranging from 1.0% to 5.0%, to be paid on their anniversary date.

The merit-based increases are assigned as follows:

- Evaluation score ranging from 4.5-5.0 = 5.0%
- Evaluation score ranging from 4.0-4.49 = 4.5%
- Evaluation score ranging from 3.5-3.99 = 4.0 %
- Evaluation score ranging from 3.0-3.49 = 3.5%
- Evaluation score ranging from 2.5-2.99 = 3.0%
- Evaluation score ranging from 2.0-2.49 = 2.5%
- Evaluation score ranging from 1.5-1.99 = 2.0%
- Evaluation score ranging from 1.0-1.49 = 1.5%
- Evaluation score ranging from 0.00-0.99 = 1.0%

Effective July 1, 2023 through June 30, 2024: An employee is eligible for a merit-based increase ranging from 0.0% to 4.0%, to be paid on their anniversary date.

The merit-based increases are assigned as follows:

- Evaluation score ranging from 4.5-5.0 = 4.0%
- Evaluation score ranging from 4.0-4.49 = 3.5%
- Evaluation score ranging from 3.5-3.99 = 3.0%
- Evaluation score ranging from 3.0-3.49 = 2.5%
- Evaluation score ranging from 2.5-2.99 = 2.0%
- Evaluation score ranging from 2.0-2.49 = 1.5%
- Evaluation score ranging from 1.5-1.99 = 1.0%
- Evaluation score ranging from 1.0-1.49 = 0.5%
- Evaluation score ranging from 0.00-0.99 = 0.0%

108.2: Employees shall receive a 1.25% pay increase, on July 1, 2021; July 1, 2022; and July 1, 2023 in addition to their merit based pay raises. This benefit is in response to the Village increasing the existing pay scales, and is intended to prevent compression amongst existing staff.

108.3: An employee's change in job classification, or promotion to a new role, that results in a movement to a higher grade will result in a 5.5% increase for each grade change, or pay will be the minimum for the new grade (whichever is higher). An employee's change in job classification, or change in position, will result in a 5.5% decrease for each grade decrease.

108.4: An employee who takes on an interim role, defined as a Full-Time position that the employee is filling on a temporary or limited basis for situations such as maternity leave, temporary position vacancy, long term disability etc. shall be paid an interim stipend in the amount of \$100 per week. The department head shall be responsible for requesting an interim stipend and the stipend is subject to approval by the Unified Manager.

109. TERMINATION OF OFFICE

Every official, volunteer firefighter and employee, upon the expiration of their term or dismissal, shall deliver to their successor all books and records which may be the property of the Village, and shall deliver to the Unified Manager any other municipal property in their possession. If no successor has been appointed within one week after the termination of office, such property shall be delivered to the Unified Manager or Trustees.

110. REFERENCES

The Village of Essex Junction will not provide references beyond confirming dates of employment. All reference requests are to be referred to the ~~Unified Manager~~ HR Director, in accordance with the

111. TRAVELING EXPENSE

Request for travel expense funds for official business, special education or training shall be submitted on an authorized form. Authorization forms are to be signed by the employee’s supervisor. Mileage shall be reimbursed in accordance with IRS allowance and shall be computed based on employee’s regular work site as base.

No municipal vehicle shall be used regularly for commuting to and from work, nor shall any public official receive mileage reimbursement for commuting to and from work, unless waived by the Unified Manager on a case-by-case basis.

Employees and volunteers attending conferences or other training will be reimbursed for the cost of meals. If a meal is not provided, the municipality shall reimburse public officials and employees up to \$15 for breakfast, \$15 for lunch and \$25 for dinner (including gratuities). In order to receive reimbursement, an Expense Voucher shall be completed and receipts provided. At no time will the municipality reimburse public officials for alcohol or tobacco related products.

112. SMOKING

Smoking will not be allowed inside any building or vehicle owned by the Village of Essex Junction. Smoking will be permitted outdoors (except at the Wastewater Treatment Plant, where no smoking is allowed within the gates).

113. EMPLOYEE ASSISTANCE PROGRAM

The services of Invest EAP, a Vermont-based Employee Assistance Program (EAP), are available for all employees as well as all of their household members. Invest EAP may be accessed 24 hours a day and seven days a week (24/7), free of charge and confidentially, for help identifying and dealing with the stressors and distractions in their life.

114. OPEN DOOR POLICY.

The Village has an open door policy for employees. In order to maintain an open door policy, employees are encouraged to discuss concerns, issues, problems, and/or ideas with Department Heads or the Unified Manager. If employees are unable to resolve issues with their Department Head they may address their concerns or ideas to the Unified Manager with the understanding that all discussion with the Unified Manager may be reviewed with the Department Head. The open door policy is not intended to be a means to override department rules or circumvent proper steps to resolve issues

115. ETHICS POLICY.

The Village has an Ethics Policy. The Ethics Policy will be distributed to all employees; board, commission and committee members; elected and appointed officials; and fire fighters upon appointment and annually thereafter per Section 11 of the Ethics Policy. Each person receiving the Ethics Policy shall sign the Ethics Policy acknowledgement form.

ARTICLE 2 EMPLOYEE RULES AND REGULATIONS

201. EFFECT

These rules and regulations apply to all municipal employees and are subject to change at any time by majority vote of the Village Trustees.

202. APPOINTMENT OF SUPERVISORY PERSONNEL

The Unified Manager, with the advice of the Trustees, shall appoint all personnel with departmental supervisory capacity. The Unified Manager shall also seek the advice of the Library Trustees in the

appointment of the Library Director.

203. ASSIGNMENT OF DUTIES

The Unified Manager and Department Head shall have the right to assign duties. Where the duties of an office are not provided by any law, the Unified Manager may designate such duties.

The Unified Manager shall approve all job descriptions or any changes thereto, except the Unified Manager's job description ~~and any changes thereto shall be approved by the Trustees~~ which is approved by the Trustees.

204. EMPLOYMENT OF PERSONNEL

Department Heads shall follow the "Administrative Procedures re: Hiring" when filling positions in their departments.

205. DEPARTMENTAL RULES

Rules for each department shall be developed which prescribe procedures, hours, shifts, work standards, work schedules, departmental organization and similar items and shall enforce the Village of Essex Junction Personnel Regulations. These rules shall be approved by the Unified Manager and posted for employee review. These rules shall be enforced by the Department Head and/or the Unified Manager and infractions thereof may subject the employee to suspension and/or dismissal.

206. PROBATIONARY EMPLOYEE

Full-time: A probationary employee is one who is being considered for full-time work on a regular basis. No fringe benefits are granted until the first of the month after date of hire, except for sick, vacation and holiday benefits.

Part-time: A probationary employee is one who is being considered for a part-time position of at least 20 hours per week year-round. ~~Pro-rated part-time benefits of sick, vacation and holidays are not granted until satisfactorily completing the initial six month probationary period.~~

Completion: The employee is considered and remains a probationary employee until successful completion of six (6) months of employment, and may be extended to one year at the Department Head's recommendation and the Unified Manager's approval, and receiving a satisfactory evaluation.

207. DISCHARGE FOR CAUSE

After successful completion of their probationary period a full-time employee may be suspended or discharged for cause.

Subject to its obligations to employees with disabilities, the municipality shall have cause to terminate an employee who is unable to perform the customary duties or responsibilities of their assigned position per Section 403.

Part-time employees remain "at-will" employees and may be discharged at any time without cause.

208. EVALUATIONS

Performance evaluations will be conducted at least twice a year in the first year of employment (at six months employment and end of one year of employment) then annually thereafter by the Supervisor with the assistance of other supervisory personnel who have observed the performance of the employee. Evaluations will be based upon existing criteria and such other criteria as are determined by the Supervisor after consultation with the Unified Manager. If an employee is promoted or changes jobs, that employee shall be evaluated (appraised) after six (6) months on the job and at the one year mark, then annually thereafter on the anniversary date of hire for the new job.

An employee should review and sign each evaluation acknowledging receipt.

Performance evaluations shall be conducted within two weeks of an employee's annual review date unless both parties agree to another date.

209. PERSONNEL FILE

An individual file shall be kept on all personnel. Each employee shall have the right to inspect their own personnel file periodically by making an appointment with the Human Resources Director for this purpose. Maintenance of personnel files shall be as outlined in the policy.

210. EMPLOYEE ORGANIZATIONS

Employees of the Village may fully and freely associate themselves in organizations of their own choosing for their mutual benefit. No employee shall be required to join any such organization as a condition of employment.

211. PRESCRIPTION MEDICATIONS

(a) Medications prescribed by accredited physicians and used by the person for whom prescribed, at the prescribed dosage levels, do not fall within the prohibition of the Village of Essex Junction Substance Abuse Policy.

(b) However, employees who must take prescribed medications during the work day are responsible for the safekeeping of the medication(s). Failure to store the medication(s) safely and securely is cause for disciplinary action. In order that the Village may protect the health and safety of all employees, and maintain the professional standards required in fulfilling its duties to the public, each employee has the duty of reporting their use of any prescription medication(s) which may affect job performance to their Department Head prior to reporting to work while using the medication(s), so that appropriate safeguards may be discussed and arranged. Failure to comply with this requirement is cause for disciplinary action.

212. ALCOHOLIC BEVERAGES

The consumption of alcoholic beverages on any property owned by the Village of Essex Junction is prohibited. No employee shall be under the influence of alcohol or any illegal drug while working for the Village.

213. ACCIDENTS

Personnel involved in, or having any knowledge of, any accident to any property or equipment owned or operated by the Village shall immediately report the accident and pertinent information to the Department Head ~~or and the HR Director-Unified Manager~~. In the event of any serious emergency, medical assistance shall be called immediately.

214. CLOSING A VILLAGE DEPARTMENT

The Unified Manager may close a Village Department (including the Library) due to inclement weather, safety, employee funeral, etc. The Village Trustees shall be notified of all such decisions. If the Unified Manager closes a Village Department, employees shall receive full pay during normal working hours.

215. BUILDING SECURITY

It is the responsibility of all employees to ensure that the building in which they work is secure upon closing for the day and that all doors and windows are locked. It is also employees' responsibility to shut off the lights when they are the last person out of the building.

216. ABSENCE WITHOUT LEAVE

No employee may be absent from duty without permission of his Department Head. Absence without leave shall be sufficient cause for forfeiture of all rights and privileges earned while employed. An employee absent for three (3) consecutive working days without notice shall be considered to have resigned.

217. PERSONAL AFFAIRS

All employees are expected to maintain their personal affairs, including their financial dealings, in keeping with an acceptable standard of conduct. It is assumed that each employee will not let their private life reflect unfavorably on the Village or their work with the Village.

ARTICLE 3

EMPLOYEE BENEFITS

The benefits listed below are for full-time employees except that part-time employees scheduled to work at least 20 hours per week year-round, ~~and who have completed an initial six month probationary period~~, are entitled to paid sick leave, vacation and holidays on a pro-rated basis. In addition, part-time employees who work at least 18 hours per week are entitled to paid sick leave in accordance with Vermont Statute 21 §482 & 483. (See Appendix III)

301. SICK LEAVE:

Full-time employees will accumulate 1.5 sick days (12 hours) per month which may be used ~~for the~~ in compliance with Vermont Sick Leave Law 21 V.S.A. §§ 481 – 486. Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the Unified Manager. Sick time is a privilege and is to be used only for legitimate absences.

Department Heads and the Unified Manager will have the authority to require that an employee who is on sick leave be examined by a physician selected by the municipality. This option would afford the Village with a "second opinion" regarding sick leave. This would, of course, not prevent an employee from seeing their own physician.

302. VACATION

Vacation time will be accrued at the following rates:

New hire to 5 years:	3 weeks (10 hours/month)
5 years to 10 years:	4 weeks (13.34 hours/month)
After 10 years:	5 weeks (16.67 hours/month)
After 20 years:	5 weeks, 2 days (18 hours/month)

Employees may not accrue more than 240-310 vacation hours at the end of the calendar year, and must take at least 50% days of their yearly vacation accrual. these days need not be consecutive. If the department's staffing needs directly cause the disapproval of a timely leave request, or cause a revocation of approved leave the employee shall be paid for all hours in excess of 240-310 vacation hours (associated with the denial) prior to the addition of the new yearly entitlement.

All requests for vacation time must be approved by the Department Head, and must be made using the methods determined by the Unified Manager.

Employees who retire or resign with 10 business days' notice, or who are laid off for reasons of economic necessity, shall be paid for unused, accrued vacation time at the rate of pay in effect at the time of the separation.

303. HOLIDAYS

The holidays to be observed with pay are:

New Year's Day
Martin Luther King Day (3rd Monday in January)
Presidents Day* ✓
Memorial Day
Independence Day (July 4th)
Bennington Battle Day (August 16th) ✓

Labor Day (1st Monday in September)
Indigenous Peoples' Day (2nd Monday in October) ✓
Veterans Day (November 11th) ✓
Thanksgiving Day
Day after Thanksgiving Day
**Workday before/after Christmas Day
Christmas Day
~~Two-Three~~ (32) personal holidays (choice of the employee)***

* The Administration, Community Development, and Library departments shall close on President's Day. In lieu of President's Day, the Public Works and Wastewater departments shall take the day off before or after July 4th as decided upon by the Unified Manager by May 1st.

✓ The Essex Junction Recreation and Parks will not close on Presidents Day, Bennington Battle Day, Indigenous Peoples' Day and Veterans Day. Unless these days align with a day that the Essex Westford School District is scheduled to be off, in lieu of these holidays, Essex Junction Recreation and Parks shall close when the School District is closed due to inclement weather.

If by May 1 there have not been 4 closed days, employees will be given the remaining days as personal holidays. Employees shall work or use paid leave for any additional days beyond 4 that schools are closed.

** Workday before or workday after Christmas. Date will be set by the Unified Manager by May 1st of each year.

*** Personal Holidays may be taken in increments of ½ hour or more at a time.

If an employee is on authorized sick leave during a paid holiday, the employee will not be assessed sick leave for that day.

Holiday pay will be for eight (8) hours in a day. Teams shall make provisions for how to handle holidays.

Whenever possible, the Village of Essex Junction will follow the federally recognized dates for these holidays. When any holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday.

304. VARIOUS INSURANCES

The first of the month after the date of hire, employees shall be eligible for the Village's Health Plan, Cafeteria Plan, the Dental Plan, Vision Plan, Effective on date of hire employees shall be eligible for the, Life Insurance Plan, Short Term Disability, ~~and the Retirement Savings Program.~~ ~~Employees shall be eligible for all other benefits upon their date of hire (e.g. sick, vacation, holiday, personal days).~~

304.1. Health Insurance: The Village shall enroll all full-time employees in Group Health Insurance plans covering the employee and dependents of the employee, unless the employee opts out. When an employee terminates, the health plan will terminate at the end of that month in which the employee has their last work day. Benefits will be provided in accordance with Federal law (i.e., COBRA) or state law for civil union partners.

(a) The Village will pay the following premium amounts for employees:

- Employees will pay a dollar amount equal to 14% of the cost of the Platinum Standard medical premium.
- Effective January 1, 2021 *Employees will pay a dollar amount equal to 1.0% of the

- cost of the high deductible health plan option
- Effective January 1, 2022: Employees will pay a dollar amount equal to 3.0% of the cost of the high deductible health plan option

~~*If health insurance premiums for the plans the Village offers increase by 10% or more from plan year 2020 to plan year 2021 the employee contribution shall be 2% of the premium.~~

(b) The employee contribution to the medical premium will be paid through (pre-tax) payroll deduction.

(c) The Village provides a Health Reimbursement Arrangement (HRA) to pay the first 80% of the deductible and co-pay. The employee shall be responsible for the remaining 20%.

(d) If an employee opts out of the Village's health insurance, and provides evidence that the employee has health insurance through another source, 25% of the Village's cost of the Platinum plan premium for which the employee is eligible shall be paid to the employee monthly.

304.2. Cafeteria Plan (Optional): The Village shall offer a Section 125 (Cafeteria Plan) to all full-time employees. The plan shall include the following components:

(a) Premium Conversion: Allows employee paid premiums to be paid with pre-tax dollars.

(b) Election of Dependent Care Assistance: Allows up to ~~\$5,000~~the maximum IRS allowed amount —per year to be deducted pre-tax from employee's pay to be reimbursed to the employee to pay eligible dependent care expenses.

(c) Flexible Spending Account for Health Care Reimbursement: Allows up to ~~\$2,500~~the maximum IRS allowed amount per year to be deducted pre-tax from employee's pay to be reimbursed to the employee to pay eligible (not reimbursed by insurance) health care expenses.

304.3. Dental and Vision Insurance: The Village provides dental and vision insurance for all full-time employees and dependents at no cost to the employee. The current carriers are Northeast Delta Dental and Vision Service Plan.

304.4. Life Insurance: A life insurance policy shall be carried for each full-time employee with a death benefit payable to the employee's named beneficiary of 2 ½ times base salary up to \$100,000.

304.5. Short Term Disability: A policy shall be carried providing a weekly benefit to each full-time employee in the event of time lost from work due to non-occupational accident or sickness. The weekly benefit is 66.66% of base salary up to \$400.

304.6. Retirement Savings Plan: ~~Full-time employees are required to contribute 5% of their earnings and the Village contributes 10% towards the retirement savings plan. The current plan is a Defined Contribution Plan through ICMA Retirement Corp. For employees hired before October 1, 2021. The Village will continue to provide the current 401(a) ICMA-RC plan. Employees shall continue to contribute 5% of their regular income and the Village shall continue to contribute 10%. The current retirement plan is the ICMA- Retirement Corporation Governmental Money Purchase Plan and Trust.~~

~~Eligible employees hired before October 1, 2021 shall have the option to switch from the existing 401(a) retirement plan to the VMERS C retirement plan. Employees electing to switch must do so for an effective date of July 1. The earliest possible effective date for this switch shall be October 1, 2021(the effective date of implementation). Employees are responsible for following all necessary processes as laid out by VMERS to ensure their changes occur on their desired effective date.~~

~~Employees hired after October 1, 2021 must join the VMERS C Retirement Plan once they become eligible.~~

~~The Village shall contribute the VMERS required contribution amounts for all employees participating in the VMERS C retirement plan. Each participant is required to contribute the~~

employee required contribution amount as required by the plan.

The Village accepts no responsibility for the security of funds or investments or the outcomes of monies deposited in the retirement plan on behalf of employees.

305. LEAVE OF ABSENCE

305.1. LEAVE OF ABSENCE WITHOUT PAY

Any request for a leave of absence shall be submitted in writing to an employee's immediate supervisor. The request shall state the reason for the leave of absence and the approximate length of time off desired. Written authorization for leaves of absence shall be furnished by the employee's immediate supervisor.

305.2. ~~PERSONAL-BEREAVEMENT~~ LEAVE

Paid leave of absence for bereavement of immediate family, ~~weddings in the immediate family, etc.~~ may be granted upon approval of the Department Head. These personal leaves shall not exceed five (5) days in any one fiscal year.

The Unified Manager, at his or her discretion, may grant additional personal-bereavement leave in excess of five (5) days in one year for a death in the immediate family.

Immediate family shall include spouse, domestic partner, children, mother, father, sister, brother, grandparents, grandchildren, step-parents, step-children, and immediate family of spouse/domestic partner as defined above.

One (1) day leave per fiscal year, with pay shall be granted in the event of the death of any other family member, fellow employee, or family friend with approval of the Unified Manager. The Unified Manager, at their discretion, may grant one additional day leave with pay in the event of another death of other family member, fellow employee, or family friend in the same fiscal year.

In the event that a member of an employee's immediate family undergo long-term hospitalization for serious or terminal illness, the administration will consider, on a case-by case basis, allowing the employee to borrow sick days, up to a maximum of one (1) year's limit, providing the employee has no accumulated sick leave. Should the employee terminate their employment with the Village, the value of borrowed sick days shall be subtracted from any monies owned the employee at time of termination.

305.3. MATERNITY LEAVE

Full-time employees may take six (6) weeks of continuous (eight (8) weeks for caesarian delivery) beginning on the delivery date and receive from the Village that portion of their normal salary which is not paid by short-term disability for those six weeks (eight weeks for caesarian). The employee shall not receive more than 100% of their usual salary during maternity leave from these combined sources. Accumulated sick leave time may be used for maternity leave prior to delivery date. For maternity leaves of more than six weeks (eight weeks for caesarian) after delivery for medical reasons, the Village's disability program combined with sick leave may be utilized. If an employee is also eligible for Parental and Family Leave, any leave taken under this section will count towards an employee's twelve (12) weeks of Parental and Family Leave.

305.4. SPOUSAL LEAVE

Full-time employees may take up to five (5) continuous days of spousal leave with full pay upon the birth of a child. If an employee is also eligible for Parental and Family Leave, any leave taken under this section will count toward an employee's twelve (12) weeks of Parental and Family Leave.

305.5 ADOPTION LEAVE

Full-time employees may take up to five (5) days of paid leave when adopting a child. If

an employee is also eligible for Parental and Family Leave, any leave taken under this section will count toward an employee's twelve (12) weeks of Parental and Family Leave.

305.6 PARENTAL AND FAMILY LEAVE WITHOUT PAY

(a) A full-time employee, with one year or more days of service, shall be entitled to take unpaid leave for a period not to exceed 60 working days (12 weeks) in a 12 month period for parental leave (to include birth or adoption). Equivalent leave is available for an employee if he or she is seriously ill or his or her children, stepchildren, foster children, ward of the employee who lives with the employee, parents, spouses, or parent of employee's spouse are seriously ill. Serious illness means an accident, disease, or physical or mental condition that (a) poses imminent danger of death, (b) requires inpatient care in a hospital, or (c) requires continuing in-home care under the direction of a physician.

(b) Full-time employees are also eligible for unpaid short-term leave up to four hours in any 30 day period, not to exceed 24 hours in any 12 month period for the following reasons:

(a) to participate in preschool or school activities of the employee's child, stepchild, foster child, or ward; (b) to attend or accompany the employee's child or other family member, as defined in 21 VSA, 472a(2), to routine medical or dental appointments; (c) to accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; and (d) to respond to a medical emergency of the employee's family member as defined in 21 VSA 472a(4). Employees should make reasonable efforts to schedule appointments outside of normal working hours.

(c) Employees may use accumulated paid leave time (sick, compensatory, personal holiday or vacation) while out on parental and family leave.

306. JURY DUTY

All full-time employees will have jury duty time paid at their regular base pay.

307. TUITION REIMBURSEMENT

The Village shall pay up to six (6) education credits per fiscal year for an accredited college or university with reimbursement to be limited to the University of Vermont rate for in-state students. A grade of "C" or better must be achieved in the classes in order to receive reimbursement. Educational courses requested shall be related to jobs within the Village classification system, in line with departmental priority, and subject to the Unified Manager's prior approval.

308. SELF-BETTERMENT PHYSICAL FITNESS PROGRAM

The Village believes that healthy employees are better employees. Employees who participate in the programs designed or managed by the Town and Village's health and wellness committee may receive annual health and wellness bonuses not to exceed \$350 per year.

309. PERSONAL PROPERTY

The Village shall reimburse an employee for personal property lost or damaged provided that (1) the loss or damage was in no way caused by the personal negligence of the employee, and (2) adequate proof is made that the loss or damage was incurred in the performance of a function particular to the job. In the event of prescription eyeglasses (other than sunglasses), dental plates or cellphones are lost or damaged, the Village shall reimburse the employee up to two thirds (2/3) of the cost of the lost or damaged item, subject to the same provisions set forth in the preceding sentence.

312. WORK DAYS AND WORK WEEK

The municipal work week shall be forty (40) hours per week. Employees will be paid weekly. After July 1, 2022 the Village has the right to switch from weekly payroll to bi-weekly payroll by providing ninety (90) days' written notice to the Association President. In addition, employees shall have access and training to view their leave accruals on the new electronic payroll system. No payroll checks will be

issued in advance.

(a) All employees' work schedules shall provide for a fifteen- minute rest period each regular one-half shift. Employees may combine their two fifteen-minute rest periods earned during their regular work day, but may not exchange them for their 30 minute meal period provided for 312(b). Should the employee be required to work any additional two hours beyond the regular work period, they shall be entitled to an additional 15-minute rest period.

(b) All employees shall be granted a 30-minute meal period during each eight (8) hour work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. Employees required by their supervisor to remain on the job site during the meal period shall be paid for such period.

(c) Employees whose work conditions require it shall be granted a fifteen minute personal clean-up period immediately prior to the end of each work shift.

313. OVERTIME

313.1. In accordance with the Fair Labor Standards Act (FLSA), hourly employees will be paid overtime (time and one half) for hours worked over 40 in one week. All requests for overtime pay must be approved by the Supervisor.

313.2. Hourly employees required to work hours outside of the agreed upon schedule will be paid overtime.

313.3. Hourly employees required to work on Sundays and Holidays shall be paid double time. Holidays are the day of the Holiday and the days observed by the Village, the length of the day is 12 AM through 11:59 PM. Personal holidays are not considered holiday for this purpose.

313.4. Hourly employees may elect to accrue compensatory time in lieu of cash payment. The rate of time accrued shall be one –and-one-half hours of compensatory time off for each hour overtime worked (except for hours worked on Sundays and holidays which will be double time). The total amount of accrued compensatory time shall not exceed 200 hours. All compensatory time will be paid out in the last pay check of the calendar year.

313.5. Employees may convert up to 40 hours of accrued compensatory time to pay each fiscal year, with a minimum request of 4 hours. The request must be submitted on a form specific to this purpose (see Appendix I) and approved by the Supervisor. Conversion over the 40 hours maximum per year may be granted at the discretion of the Unified Manager.

313.6. Employees in positions that are classified as exempt from the FLSA shall not receive any Overtime pay. In addition elected official who have a salary established by the Board of Trustees shall not receive any overtime pay. A current list of exempt positions can be found in Appendix VI.

313.7. Due to the demands and the nature of the work, sections 313.2 and 313.3 shall not apply to recreation department employees. Recreation employees may be required to work outside of their agreed upon schedule and/or on Sundays or Holidays, and shall be paid at their regular hourly rate. They will arrange with the Recreation Director if time off should be rescheduled for another day. Section 313.1 shall still apply for hours worked over 40 in a week.

314. FULL-TIME EMPLOYEE BENEFITS RELATED TO SICK LEAVE

314.1. Sick Leave Conversion. A full-time employee who has accumulated 75 or more sick days (600 hours) may convert (on a 2:1 basis) up to 10 sick days into up to 5 days additional vacation or pay per year. (See Appendix II)

~~314.2. Sick Leave to Personal Hours. A full-time employee earns two hours of personal time as a reward for not using sick time during 60 consecutive days, provided the employee submits the paperwork on sick/personal time to be verified by the payroll department. All accrued personal time shall be used within the fiscal year. Earnings for May and June shall be taken in the next fiscal year.~~

314.23. Sick Leave Pay Out. Employees who leave employment in good standing shall have

sick time paid out in accordance with Appendix VII.

314.3. Employees are eligible to use sick leave in compliance with Vermont Sick Leave Law 21 V.S.A. §§ 481 – 486. For the purposes of sick leave usage only; the Village will recognize domestic partners, as defined by the state of Vermont Human Resources Department, in the same fashion as “spouse” as defined in the Vermont Sick Leave Law. Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the Unified Manager.

314.4. Employees hired prior to July 1, 2021 shall have no limit on sick leave accruals.

Employee hired after July 1, 2021 shall have a 600 hour maximum sick accrual limit.

315. LAYOFFS AND FURLOUGHS

315.1 Layoffs: Any municipal employee may be laid off when it is necessary to reduce the number of employees in any department because of a shortage of work or funds, abolition of a position, change in departmental functions or organizations, or for related reasons which do not reflect discredit on the employee. Employees shall be laid off insofar as possible in inverse order of length of service within the class of positions. Persons laid off in accordance with the foregoing procedure shall be entitled to have their names placed at the head of a reinstatement list, according to their seniority.

315.2 Furloughs: In the event of unforeseen circumstances, including, but not limited to, budget shortfalls, technology failures, disease, loss of grant funding, etc., the Village may determine to place one or more employee(s) on partial or full Furlough. A Furlough is a form of leave from employment during which the employee is not paid wages for time spent on such leave, although the employee remains employed. Typically, Furloughs are an alternative to a layoff and therefore protect an employee's employment.

The Unified Manager, with input from Department Heads, will determine which positions will be assigned to be on Furlough. The Unified Manager will also determine the length and frequency of any Furloughs, and what insurances, leaves and other benefits will be continued or discontinued during the Furloughs.

If an employee holds a position covered by a collective bargaining agreement, the Village will give advance notice of and or bargain with the Association regarding proposed Furloughs to the extent that it is legally required to do so under the particular collective bargaining agreement and the law.

316. SENIORITY

Earned seniority shall not be lost due to authorized leave of absence or military service. All seniority rights shall be lost by resignation or dismissal.

317. METHODS OF REINSTATEMENT

Whenever a vacancy occurs in any position, the Unified Manager shall reinstate in the same position in which they were formerly employed any person who had been appointed and who had been temporarily separated from the position, and their seniority of service shall be governed by the date of their original appointment, subject to passing a physical examination, if the layoff was longer than thirty (30) days.

318. ARMED SERVICES

(1) Any full-time employee of the Village who is a duly qualified member of the reserve components of the armed forces of the United States of America or State of Vermont and:

(a) who, in order to receive military training with the armed forces of the United States, not to exceed fifteen (15) days in any one fiscal year, leaves a position other than a temporary

position, and,

(b) who gives evidence defining the date of departure and the date of return for purposes of military training thirty (30) days prior to the date of departure, and

(c) who shall further give evidence of the satisfactory completion of such training immediately thereafter, and

(d) who is still qualified to perform the duties of such position, shall upon return be entitled to be restored to their previous or similar position with the same status, pay and seniority. In such circumstances, seniority shall continue to accrue during such period of absence. Such period of absence shall be construed as an absence with leave. Under such circumstances, the Village shall pay the employee the difference between what they are paid by the military during such training period, and what they would have earned with the Village. Such period of absence shall not be deducted from the employee's vacation pay, or counted as vacation time.

(2) If an employee is called to active duty, they shall be entitled to accrue and maintain all benefits for a period of thirty (30) days after the employee has been placed on active duty. Under such circumstances, the Village shall pay the employee the difference between what they are paid by the military during such time period, and what they would have earned with the Village.

After thirty days, the Village will not make up the difference in pay. Also, benefits will no longer accrue during this time period or be paid for by the Village.

Each employee shall also have such other re-employment rights as provided by (and subject to the conditions of) 38 U.S.C. Section 4304.

ARTICLE 4 EMPLOYEE CONDUCT (ALL EMPLOYEES)

401. EMPLOYEE CONDUCT

If an employee's conduct falls below a desirable standard, they may be subject to disciplinary action. A few examples of causes for which an employee may be disciplined are:

- (1) Failure to follow the orders of one's Supervisor.
- (2) Being absent without permission.
- (3) Being habitually absent or tardy.
- (4) Being wasteful of material, property or working time.
- (5) Inability to get along with fellow employees.
- (6) Drinking on the job or arriving on the job under the influence of alcohol or narcotics.
- (7) Conduct which is unbecoming a Village employee.
- (8) Any criminal offense.
- (9) Unethical behavior.
- (10) Loss of a license or certificate issued by State and/or Federal authority needed to conduct daily work.

401.1. VIOLENCE

Violence, or the threat of violence, by or against any employee of the Village of Essex Junction or other person is unacceptable and contrary to Village policy, and will subject the perpetrator to serious disciplinary action and possible criminal charges.

402. GRIEVANCE PROCEDURES

Full-time employees who believe that they have received inequitable treatment because of some condition of their employment may personally, or through their representative, appeal for relief through the following steps:

(1) Employees are expected to discuss any grievance initially with their immediate Department Head. Then, if the matter is not settled, the employee may choose to submit the grievance in writing to the Unified Manager, who shall give a written reply within one week.

(2) The Unified Manager may be requested in writing to bring the matter before the Trustees who, for the purposes of this section, shall act as the Personnel Board.

(3) These steps should be followed in sequence. A step may be skipped if the complaint is against the employee's supervisor for harassment, discrimination, "whistle blowing" or some other matter where the employee is concerned about retaliation.

(4) The Village maintains an "open door" policy for all employees. The requirements of written presentations are not intended to preclude the use of frank and informal conferences as a means of reaching settlements.

403. FULL TIME & PART TIME EMPLOYEE SUSPENSIONS AND DISMISSALS

(a) The Unified Manager or Department Head, with the approval of the Unified Manager, may suspend, for disciplinary reasons, any employee in their department. The Unified Manager or Department Head, with the approval of the Unified Manager, may dismiss an employee at any time for cause. Cause shall include but not be limited to those causes for disciplinary action defined in Section 401, or physical or mental disability. Prior to suspension or dismissal, the employee shall be notified in ~~writing-writing~~ of the charges against the employee, the reasons for the suspension or dismissal, and their right to attend a hearing with the Unified Manager and/or Department Head. The employee may bring representation to the hearing and will be allowed to present evidence in their defense. After the hearing, if suspension or dismissal is carried out, the employee shall be notified in writing of their right to appeal to the Trustees in accordance with Section 403 (b). Copies of the notice shall be forwarded to the Trustees.

(b) Within ten (10) days of the receipt of such notice, an employee may request a hearing before the Trustees by filing such request with the Unified Manager. The Trustees then shall proceed to hold such hearing not less than ten (10) days nor more than twenty (20) days after receipt by the Unified Manager of the hearing request. At the hearing, the employee is entitled to be represented by counsel and to answer and be heard on the charges. Within ten (10) days of the conclusion of the hearing, the Trustees shall forward the written findings of fact and their decision to the employee. The Trustees may support the action of the Unified Manager or may modify it.

(c) The provisions of Section 401 shall not apply to probationary employees who, during such probationary period, may be freely suspended or discharged.

404. HEARINGS

The Trustees, upon notification of a request for investigation and hearing, shall cause copies of the written charges to be served personally upon the official or employee against whom such charges are filed, or shall have the same mailed to their address notifying them of the time and place of the hearing. An investigation of charges may be broad in their character and evidence may be heard upon any facts or circumstances pertinent or applicable to such charges.

405. FINDING AND DECISION

The finding and decision of the Trustees following the hearing of charges shall be final. Notice of the decision shall be sent to the employee.

ARTICLE 5

SALARIED EMPLOYEES

501. FLEX TIME

Salaried employees may flex their hours over a two week period. If they work extra hours one day, they can take the hours off another day.

502. WORKING FROM HOME

Salaried ~~E~~employees may work at home ~~with the approval of the Unified Manager~~ in accordance with the Village's remote work policy.

503. WORKING ON HOLIDAYS

Salaried employees who work on a holiday may take another day off in lieu of the holiday, with the Unified Manager's approval.

ARTICLE 6 VOLUNTEER FIREFIGHTERS RULES AND BENEFITS

601. EFFECT

The provisions of these rules and benefits shall apply to all volunteer firefighters of the Village.

These rules and benefits are subject to change at any time by majority vote of the Village Trustees.

602. MEMBERSHIP

(1) Volunteers may express their interest in serving with the Essex Junction Volunteer Fire Department by completing an application form.

(2) Volunteers may be appointed by the Essex Junction Fire Chief based on the needs of the department and subject to passing a physical.

(3) No volunteer shall be denied appointment or be dismissed from the Essex Junction Volunteer Fire Department on the basis of race, color, religion, national origin or sex.

(4) A volunteer firefighter may be dismissed or suspended by the Fire Chief on written notice, but shall be entitled to a hearing on such dismissal or suspension before the legislative body of the municipality if a written request for a hearing is submitted to the legislative body by the firefighter dismissed or suspended within five days after receipt of notice thereof. The legislative body may revoke such dismissal or suspension, and may order reinstatement of a firefighter suspended or dismissed.

603. ATTENDANCE

Volunteer firefighters are required to attend 5 training sessions per quarter.

604. APPOINTMENTS

(1) In accordance with the Essex Junction Village Charter, the Fire Chief shall be appointed to a one year term by the Unified Manager with the approval of the Village Trustees. Residents of the Village or a member of the Fire Department who resides in the Town of Essex shall be eligible to hold the office of Village Fire Chief.

(2) The Fire Chief shall appoint the Assistant Fire Chiefs. The Captain(s) and Lieutenant(s) of the department shall be appointed by the Fire Chief.

605. PAY

(1) Volunteer firefighters shall receive a minimum starting hourly rate of pay. In addition, after every

five years of service \$.25 per hour will be added to the volunteer firefighter's base pay. Pay adjustments will be effective on July 1st, the first day of the new fiscal year, if the budget allows.

(2) The Chief shall receive an hourly premium of \$3.00 per hour. The Assistant Chiefs shall receive an hourly premium of \$2.50 per hour. The Captains shall receive an hourly premium of \$2.00 per hour. The lieutenants shall receive an hourly premium of \$1.50 per hour.

(3) Work Related Training: Volunteer firefighters shall not receive pay during routine (in-town) training or for attending fire department meetings. Volunteer firefighters shall be paid their regular rate for non-routine (out-of-town) training approved by the Fire Chief or training officer. The volunteer firefighter's time shall not be reimbursed for time outside of the training sessions (i.e., travel time, overnight, etc.).

606. RELIGIOUS BELIEFS ACCOMMODATION POLICY

It is the Village of Essex Junction's policy to respond to requests from volunteer firefighters for reasonable accommodation for religious beliefs to the extent required by applicable law. The volunteer firefighter must make their need and the basis for that need known to the Fire Chief. The request shall be in writing and include pertinent information such as the name of the religion, the name of a local religious leader, what is the precise accommodation needed, the reason it is needed and demonstration that it is not subject to waiver or reasonable modification. Upon receipt of the written request, the Fire Chief shall give the volunteer firefighter a written response to the request. Generally, reasonable accommodation for religious beliefs will be granted if:

- (1) The volunteer firefighter establishes that the request is based on a genuinely held religious belief, to be verified by the volunteer firefighter's religious leader or by other proof of applicable religious doctrine if the Fire Chief deems it necessary, in which case the volunteer firefighter, religious leader, or applicable doctrine should attest that the religious requirement is not waivable or subject to reasonable modification.
- (2) The volunteer firefighter can perform all the essential functions of their position with reasonable accommodations;
- (3) Reasonable accommodation can be made without imposing undue hardship on the Essex Junction Volunteer Fire Department;
- (4) The volunteer firefighter agrees to notify the Fire Chief immediately if changes in circumstances eliminate the need for accommodation; and
- (5) The accommodation does not result in illegal discrimination as to other volunteer firefighters.

607. EMPLOYEE ASSISTANCE PROGRAM POLICY

The Village of Essex Junction has adopted an Employee Assistance Program (EAP). The program is offered to all volunteer firefighters and their families.

The Employee Assistance Program provides volunteer firefighters and their families with **confidential**, professional assistance for their personal problems. Volunteer firefighters and immediate family members are encouraged to use this voluntary program.

It is recognized that almost any human problem can be successfully treated, provided it is identified in its early stages and referral is made to an appropriate source of care. This applies whether the problem is one of physical or mental illness, emotional distress, finances, marital or family distress, alcohol or drug abuse, legal problems or other concerns.

The Village of Essex Junction is proud to offer the above program to its volunteer firefighters. The Employee Assistance Program reinforces our commitment to have healthy volunteer firefighters delivering the best possible service to the public.

APPENDIX I

COMPENSATORY TIME CONVERSION FORM

Employee Name: _____

Date of Request: _____

Requested number of Comp Time Hours to be converted to pay (minimum of 4 hrs.):

Gross compensation expected (hours to be converted x hourly rate): _____

Accrued comp time balance before conversion: _____

Accrued comp time balance expected after conversion: _____

Number of comp time hours previously converted this fiscal year (max is 40): _____

Total number of hours converted this fiscal year after this conversion: _____

APPENDIX II
SICK TIME CONVERSION FORM

Employee ID # _____

Employee Name: _____

Date of Request: _____

Check one:

Requested number of Sick Days to be converted to Vacation: _____

Requested number of Sick Days to be converted to Pay: _____

Accrued sick time balance before conversion: _____ hours (must be at least 600).

Accrued sick time balance expected after conversion: _____ hours

Accrued vacation time balance before conversion: _____ hours

Accrued vacation time balance expected after conversion: _____ hours

Number of sick days previously converted this fiscal year (max. is 10 days): _____

Total number of sick days converted this fiscal year after this conversion: _____

~~Sick Time to Personal Time~~

~~I hereby certify that I did not take any sick time between _____ and _____
and would like to receive two (2) hours of personal time.~~

Employee

Date

Employee ID # _____

For HR/Payroll Department:

Approved

Date

APPENDIX III
Appendix III
VILLAGE OF ESSEX JUNCTION
PART-TIME EMPLOYEE BENEFITS IMPLEMENTATION

The Village of Essex Junction General Rules and Personnel Regulations states in Article 3, Employee Benefits, that part-time employees scheduled to work at least 20 hours per week year-round, ~~and who have completed an initial six month probationary period,~~ are entitled to paid sick leave, vacation and holidays on a pro-rated basis. In addition, state law enacted in 2016 requires that employers provide paid sick leave to employees that work at least 18 hours per week.

Purpose

The purpose of this document is to provide detail in how the part time benefits are to be accrued and guidance in how they are to be used.

Opt out

Employees meeting the above criteria may opt out of the benefits provided if they do not wish to adhere to the requirements listed below, except for paid sick leave as required by state law.

Definitions: **“Week”** means the normally scheduled work week (i.e., 20 or 24 hours).
 “Day” means 1/5 of the normally scheduled work week.

Paid leave hours are intended to offset, not add to, the employees’ normally scheduled paid work week. If an employee has worked their normally scheduled week, they are not entitled to additional paid leave time. The exception is that when a Village paid holiday falls in the work week, the employee shall receive their holiday pay plus pay for all hours worked. Supervisors should consider paid holidays when scheduling part-time staff hours.

Paid Holidays: 13 Village scheduled holidays, plus 32 personal holidays of the employee’s choice to be prorated based upon employees normal work schedule. The ~~two-three~~ personal holidays are available at the beginning of each fiscal year (July 1) and **must** be used during the fiscal year; they do not carry over.

An employee scheduled to work 20 hours per week will receive 4 hours of holiday pay for the week that includes a holiday. The 32 personal holidays would be at 4 hours each, or 128 hours total. An employee scheduled to work 24 hours per week will receive 4.8 hours of holiday pay for the week that includes a holiday. The 32 personal holidays would be 4.8 hours each, or 14.49.6 hours total. Part-time employees may not be paid for more than their normally scheduled day when using Personal Holiday pay. Personal Holiday time may be taken in units of ½ hour or more at the discretion of the employee. However, staffing needs should be considered when taking personal holiday time. Department head must be notified if employee plans to use two personal holidays in a row.

Paid Vacation: New Hire to 5 years, 3 weeks (15 days); 6 years to 10 years, 4 weeks (20 days); after 10 years, 5 weeks (25 days), after 20 years, 5 weeks and 2 days (27 days). Employees **must** use 5 days, these days need not be consecutive, 0% of their annual vacation accrual each year and may carry over unused accrued vacation time but are limited to a pro-rated balance of 6-weeks310 hours at the end of the calendar year (420-155 hours for 20 hour/week employees, 186144 hours for 24 hour/week employee). Vacation time is accrued monthly to be prorated based on employee’s normal work schedule.

An employee scheduled to work 20 hours per week will accrue:
- 7.5 days per year (5 hours per month) if new hire to 5 years
- 10 days per year (6.67 hours per month) if 5 years to 10 years

- 12.5 days per year (8.33 hours per month) after 10 years of employment
- 13.5 days per year (9 hours per month) after 20 years of employment

An employee scheduled to work 24 hours per week will accrue:

- 9 days per year (6 hours per month) if new hire to 5 years
- 12 days per year (8 hours per month) if 5 years to 10 years
- 15 days per year (10 hours per month) after 10 years of employment.

Part-time employees may not be paid for more than their normally scheduled week when using paid vacation. Requests for vacation time must be approved by the Department Head. Vacation time may be used in units of ½ hour or more with the approval of the Department head. Employees must use accrued paid vacation time before requesting unpaid leave.

Paid Sick Leave for employees who work at least 20 hrs/week: 18 days per year, accrued monthly. Employees may carry over unused accrued sick leave from year to year. The 18 days per year are prorated according to employee's normal work schedule:

An employee scheduled to work 20 hours per week will accrue 9 days of sick leave per year, or 6 hours per month.

An employee scheduled to work 24 hours per week will accrue 10.8 days of sick leave per year, or 7.2 hours per month.

Part-time employees may not be paid for more than their normally scheduled day when using paid sick leave.

Paid sick leave may be used in compliance with Vermont Sick Leave Law 21 V.S.A. §§ 481 – 486. Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the Unified Manager.

. Except for emergency situations, employees should make every effort to schedule appointments outside of their regular work day.

Paid Sick Leave for employees who work an average of 18 hrs/week: 48 hours per year, accrued monthly. Employees may carry over unused accrued sick leave from year to year. Part-time employees may not be paid for more than their normally scheduled day when using paid sick leave. Paid sick leave may be used for the following reasons in compliance with Vermont Sick Leave Law 21 V.S.A. §§ 481 – 486. Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the Unified Manager.

Except for emergency situations, employees should make every effort to schedule appointments outside of their regular work day.

Part-time employees are not entitled to payment for unused sick time upon separation from employment.

APPENDIX IV
VILLAGE OF ESSEX JUNCTION
SUMMARY OF FULL-TIME EMPLOYEE BENEFITS

All benefits (except paid holidays which start immediately) start the first of the month after date of hire.

- Paid Holidays: 13 scheduled holidays, plus 32 personal holidays of the employee's choice.
- Paid Vacation: New Hire to 5 years, 3 weeks; 6 years to 10 years, 4 weeks; after 10 years, 5 weeks; after 20 years, 5 weeks and 2 days. Vacation time is accrued monthly. Employees must take 5 vacation days per year, these days need not be consecutive. Employees may carry over unused vacation entitlement provided that the number of vacation hours carried forward does not exceed 310 vacation hours at the end of the calendar year.
- Paid Sick Leave: 18 days per year, accrued monthly.
- Health Insurance: Employees have the option of choosing either the MVP VT Platinum plan, the MVP Gold Standard plan, or the MVP Gold CDHP High Deductible as defined in the health exchange (Vermont Health Connect). The Village contributes to the monthly premium in a dollar amount equal to 86% of the Platinum plan premium cost as indicated in Section 304.1. The Village also provides an HRA to pay the first dollars of the annual deductibles and copays in the following amounts: \$2,250 for single subscribers, \$4,500 for employee & spouse, employee & child(ren), employee & family.
- Dental Insurance: Northeast Delta Dental covers 100% Diagnostic & Preventative; 80% basic; 50% Major (includes implant services). Annual maximum coverage \$1,500 per person. Village pays 100% of the premium, employee pays \$25-\$75 deductible per year. 50% orthodontic coverage for eligible children up to age 19 (lifetime max of \$1,250).
- Vision: Vision Service Plan, covers one vision exam per year (\$10 copay), \$130 frame allowance every other year; basic lenses every year (\$25 copay); \$130 allowance for contact lenses (may have \$60 copay). Village pays 100% of the premium.
- Short Term Disability/Life Insurance: \$400 per week short term disability coverage, 2 ½ times base salary up to \$100,000 life insurance. Village pays 100% of the premium.
- Retirement: Employees hired before October 1, 2021: ICMA Retirement Corporation 401A. Employees contribute 5% of their regular income, Village contributes 10%. Employees hired after October 1, 2021: VMERS C Retirement Plan.
- Invest EAP Employee Assistance Program: Free assistance for all Village employees.
- Tuition Reimbursement: For courses related to jobs within the Village classification system and subject to Unified Manager's approval. Limited to 6 credits per year, based on UVM in-state rates.
- Health and Wellness Benefit: Ability to earn up to \$350 bonus for completing activities set by the Health and Wellness Committee.
- Uniforms (Public Works & Waste Water Departments only): Uniform allowance up to \$675 per year to be reimbursed at 130% of cost to cover any taxes associated with such reimbursement. This is a taxable fringe benefit.

Optional Benefits:

- 457 Deferred Compensation Plan through the ICMA Retirement Corp. is a tax-deferred savings plan.
- FSA (Flexible Spending Account). Up to ~~\$2,500~~ the IRS allowed maximum amount may be set aside, pre-tax to pay qualified medical expenses not covered by insurance and/or the HRA.
- DCRA (Dependent Care Account) Up to the IRS allowed maximum amount may be set aside, pre-tax to pay qualified child care expenses.

Appendix V
Village of Essex Junction Pay Scale

Pay Scale effective July 1, 2020									
<i>Grade</i>	<i>Minimum</i>	<i>Minimum</i>	-	<i>Quartile 2</i>	-	<i>Midpoint</i>	-	<i>Quartile 3</i>	<i>Maximum</i>
-	<i>Hourly Rate</i>	<i>Annual</i>	-	<i>25th</i>	-	<i>50th</i>	-	<i>75th</i>	<i>None</i>
									-
1	\$ 10.96	\$22,796.80	-	\$ 11.73	-	\$ 12.55	-	\$ 13.43	-
2	\$ 12.14	\$25,251.20	-	\$ 13.61	-	\$ 15.05	-	\$ 16.53	-
3	\$ 13.86	\$28,828.80	-	\$ 15.54	-	\$ 17.20	-	\$ 18.86	-
4	\$ 15.40	\$32,032.00	-	\$ 17.23	-	\$ 19.08	-	\$ 20.93	-
5	\$ 17.11	\$35,588.80	-	\$ 19.15	-	\$ 21.21	-	\$ 23.26	-
6	\$ 18.96	\$39,436.80	-	\$ 21.23	-	\$ 23.50	-	\$ 25.79	-
7	\$ 21.06	\$43,804.80	-	\$ 23.60	-	\$ 26.13	-	\$ 28.65	-
8	\$ 23.37	\$48,609.60	-	\$ 26.18	-	\$ 28.98	-	\$ 31.79	-
9	\$ 25.96	\$53,996.80	-	\$ 29.07	-	\$ 32.18	-	\$ 35.30	-
10	\$ 28.80	\$59,904.00	-	\$ 32.26	-	\$ 35.72	-	\$ 39.17	-
11	\$ 31.96	\$66,476.80	-	\$ 35.79	-	\$ 39.63	-	\$ 43.47	-
12	\$ 34.54	\$71,843.20	-	\$ 38.67	-	\$ 42.98	-	\$ 46.98	-
13	\$ 43.00	\$89,440.00	-	\$ 46.58	-	\$ 50.16	-	\$ 53.76	-

Pay Scale Effective July 1, 2021					
Grade	Minimum	Minimum Annual	Quartile 2	Midpoint	Quartile 3
2	\$12.44	\$25,875.20	\$13.95	\$15.43	\$16.94
3	\$14.21	\$29,556.80	\$15.93	\$17.63	\$19.33
4	\$15.79	\$32,843.20	\$17.66	\$19.56	\$21.45
5	\$17.54	\$36,483.20	\$19.63	\$21.74	\$23.84
6	\$19.43	\$40,414.40	\$21.76	\$24.09	\$26.43
7	\$21.59	\$44,907.20	\$24.19	\$26.78	\$29.37
8	\$23.95	\$49,816.00	\$26.83	\$29.70	\$32.58
9	\$26.61	\$55,348.80	\$29.80	\$32.98	\$36.18
10	\$29.52	\$61,401.60	\$33.07	\$36.61	\$40.15
11	\$32.76	\$68,140.80	\$36.68	\$40.62	\$44.56
12	\$35.40	\$73,632.00	\$39.64	\$44.05	\$48.15
13	\$44.08	\$91,686.40	\$47.74	\$51.41	\$55.10
Pay Scale Effective July 1, 2022					
Grade	Minimum	Minimum Annual	Quartile 2	Midpoint	Quartile 3
2	\$12.75	\$26,520.00	\$14.30	\$15.82	\$17.36
3	\$14.57	\$30,305.60	\$16.33	\$18.07	\$19.81
4	\$16.18	\$33,654.40	\$18.10	\$20.05	\$21.99
5	\$17.98	\$37,398.40	\$20.12	\$22.28	\$24.44
6	\$19.92	\$41,433.60	\$22.30	\$24.69	\$27.09
7	\$22.13	\$46,030.40	\$24.79	\$27.45	\$30.10
8	\$24.55	\$51,064.00	\$27.50	\$30.44	\$33.39
9	\$27.28	\$56,742.40	\$30.55	\$33.80	\$37.08
10	\$30.26	\$62,940.80	\$33.90	\$37.53	\$41.15
11	\$33.58	\$69,846.40	\$37.60	\$41.64	\$45.67
12	\$36.29	\$75,483.20	\$40.63	\$45.15	\$49.35
13	\$45.18	\$93,974.40	\$48.93	\$52.70	\$56.48
Pay Scale Effective July 1, 2023					
Grade	Minimum	Minimum Annual	Quartile 2	Midpoint	Quartile 3
2	\$13.07	\$27,185.60	\$14.66	\$16.22	\$17.79
3	\$14.93	\$31,054.40	\$16.74	\$18.52	\$20.31
4	\$16.58	\$34,486.40	\$18.55	\$20.55	\$22.54
5	\$18.43	\$38,334.40	\$20.62	\$22.84	\$25.05
6	\$20.42	\$42,473.60	\$22.86	\$25.31	\$27.77
7	\$22.68	\$47,174.40	\$25.41	\$28.14	\$30.85
8	\$25.16	\$52,332.80	\$28.19	\$31.20	\$34.22
9	\$27.96	\$58,156.80	\$31.31	\$34.65	\$38.01
10	\$31.02	\$64,521.60	\$34.75	\$38.47	\$42.18
11	\$34.42	\$71,593.60	\$38.54	\$42.68	\$46.81
12	\$37.20	\$77,376.00	\$41.65	\$46.28	\$50.58
13	\$46.31	\$96,324.80	\$50.15	\$54.02	\$57.89

An employee's change in job classification, or promotion to a new role, that results in a movement to a higher grade will result in a 5.5% increase for each grade change, or pay will be the minimum for the new grade (whichever is higher). An employee's change in job classification, or change in position, will result in a 5.5% decrease for each grade decrease.

Memorandum

To: Board of Trustees; Evan Teich, Unified Manager

Cc: Marguerite Ladd, Assistant Manager

From: Greg Duggan, Deputy Manager

Re: Advocating for American Rescue Plan Act (ARPA) county funds to be allocated to Vermont cities, towns, and villages

Date: July 9, 2021

Issue

The issue is whether the Trustees will authorize the President and Unified Manager to sign on to any efforts to have American Rescue Plan Act money currently designated for Vermont counties to instead be allocated to cities, towns, and villages.

Discussion

Federal coronavirus relief funds, through the American Rescue Plan Act (ARPA), are being allocated to counties, cities, towns and villages. Vermont has limited county government that mainly consists of maintaining courthouses, yet the federal treasury has determined that Vermont's county government is due \$121,202,550 in federal taxpayer dollars. That is money that would not go to Vermont's cities, towns, and villages – including the Town of Essex and Village of Essex Junction.

Vermont's congressional delegation is aware of the issue and is advocating on behalf of the state's municipalities, as are the Vermont League of Cities and Towns, the Chittenden County Regional Planning Commission, and other municipalities.

Staff would like to have permission from the Trustees to have the Village President and Unified Manager sign on to any letters or other efforts to have the county ARPA money released to Vermont municipalities.

Two such letters are attached: one to Vermont's Congressional delegation, and another to the Federal Treasury.

Cost

n/a

Recommendation

Staff recommends that the Trustees authorize the President and Unified Manager to sign on to any efforts to have American Rescue Plan Act money currently designated for Vermont counties to instead be allocated to cities, towns, and villages.

BY ELECTRONIC MAIL ONLY

June 25, 2021

The Honorable Senator Patrick Leahy
United States Senate
437 Russell Senate Building
Washington, D.C. 20510

The Honorable Senator Bernard Sanders
United States Senate
332 Dirksen Building
Washington, D.C. 20510

The Honorable Representative Peter Welch
United States House of Representatives
2187 Rayburn House Office Building
Washington, D.C. 20515

Re: ARPA Funds and Vermont Municipalities

Dear Senator Leahy, Senator Sanders, and Representative Welch:

I write on behalf of the Town of Colchester (the Town) relative to the Town's efforts to ensure Congress appropriately directs funding under the American Rescue Plan Act (ARPA). Congress has allocated some \$121 million directly to counties in Vermont, but none directly to full-service municipalities such as the Town. The Town, which would be entitled to roughly \$3 million dollars in ARPA funds, seeks the delegation's help in ensuring that the Department of Treasury does not treat Vermont counties as general purpose "units of local government" for the allocation of ARPA funds.

On a national basis, it makes sense to direct critical ARPA funds to counties, which are oftentimes the primary entities providing local governmental services to constituents in states across the country. In Vermont however, towns, cities, and villages literally carry the water. These municipalities provide the critical local services that counties provide in other states, such as law enforcement, fire protection, emergency medical response, maintenance and operation of highways, water, and wastewater systems, code enforcement, and economic development programs.

It would be entirely inappropriate for Vermont counties to receive that \$121 million in designated ARPA funds, given that they provide essentially no services to their constituents. Vermont towns, as well as cities and villages, are the only entities equipped to appropriately spend these critical funds Congress has allocated to help our national economic recovery. Vermont municipalities have suitable administrative and

Edward G. Adrian (Of Counsel)

Christian S. Chorba

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Claudine C. Safar*

Kristen E. Sharnis

*Also licensed in New Hampshire
and Maine

*Also licensed in Massachusetts

political systems in place, along with appropriate financial controls, to ensure that Congressionally-appropriated ARPA funds are used in the right situations to boost our national economy for years to come.

Vermont counties, having virtually no governance functionality, provide almost no services or infrastructure where ARPA funds could be appropriately used. Vermont counties are essentially geographic areas with designated county officers who provide essential, but limited governmental services. These county officers include the State's Attorney, Assistant Judges, the Sheriff and High Bailiff, and the Probate Judge. These elected officials provide important governmental functions, including law enforcement and the prosecution of crimes, and Probate Court administration – but their functionality is dwarfed by the services that genuine local governments provide in the state of Vermont.

The Vermont Legislature's Joint Fiscal Office (JFO) has done some financial analysis of the potential ARPA funds that Congress would be sending to Vermont counties. Out of eleven county budgets JFO has examined so far, the potential ARPA funds range from five to twenty-six times the size of the annual county budgets. It would be inappropriate to direct these vital recovery funds to entities that do not have the administrative functionality to effectively administer these funds, nor do they provide appropriate services into which to invest these funds. The Town, and other Vermont local governments, do indeed have that functionality.

In addition to these vital policy considerations, Congress has already made clear that municipalities, and not counties – at least in states like Vermont – ought to receive these funds. Congress defined “eligible grantee” in ARPA to include the 50 States and the District of Columbia, and “unit[s] of local government.” H.R. 1319 § 3201(f)(1) (amending 15 USCA § 9058c). Congress further defined a “unit of general local government” as a “county, city, town, village, or other general purpose political subdivision of a state.” H.R. 1319 § 5004 (amending 15 U.S.C.A. § 9013(a)(10)).

In enacting ARPA, Congress set forth a procedure for allocating funding where counties are not genuine units of local government: “In the case of an amount to be paid to a county that is not a unit of general local government, the amount shall instead be paid to the State in which such county is located, and such State shall distribute such amount to each unit of general local government within such county in an amount that bears the same proportion to the amount to be paid to such county as the population of such units of general local government bears to the total population of such county. H.R. 1319 § 3201(f)(1) (amending 15 USCA § 9058c).

The Department of Treasury has issued guidance as to how it intends to allocate funds: “for the purposes of ARPA to generally include both incorporated places and [minor civil divisions] with active functioning governments, subject to the State determining, in the case of weak-MCD states, that a weak MCD has the legal and operational capacity to accept ARPA funds and provides a broad range of services that would constitute eligible



uses under ARPA.” *CORONAVIRUS LOCAL FISCAL RECOVERY FUND: NONENTITLEMENT UNIT OF LOCAL GOVERNMENT DEFINITIONAL AND DATA METHODOLOGY*, U.S. DEPARTMENT OF THE TREASURY. Available at: https://home.treasury.gov/system/files/136/NEU_Methodology.pdf (last accessed June 25, 2021). The Department goes on to explain how it expects to allocate payments to local governments, which would include “all active, functioning incorporated places and MCDs, both in the twelve strong-MCD and the other eight weak-MCD states....” The Department characterizes Vermont as a “strong MCD state,” meaning that Vermont’s municipalities have strong functioning local governments that provide local governmental services. However, it is not crystal clear as to whether those funds would be directed toward counties, or to municipalities such as the Town. Specifically, the Town seeks direct guidance from the delegation ensuring that ARPA funds will flow directly to Vermont municipalities, because they are best situated to invest these funds into our economy.

Sincerely,

Monaghan Safar Ducham PLLC

A handwritten signature in blue ink, appearing to read "B.P. Monaghan", is written over the printed name.

Brian P. Monaghan

cc: Pam Loranger, Colchester Selectboard Chair
Aaron Frank, Colchester Town Manager
Ted Brady, Executive Director, Vermont League of Cities and Towns



July 7, 2021

Hon. Janet Yellin, Secretary
U.S. Department of the Treasury
Office of the Undersecretary of Domestic Finance
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Re: Coronavirus State and Local Funds Interim Final Rule Comments

Dear Secretary Yellin:

I am writing on behalf of the 246 member cities and towns of the Vermont League of Cities and Towns to strongly urge you to revisit the determination that counties in Vermont are units of general local government and instead find that county dollars should be allocated to cities, towns, and villages based on population.

Please correct the error pursuant to the interim final rule that Vermont counties are general purpose “units of local government. This would rectify the misallocation of \$121,202,550 in federal taxpayer dollars as identified on page 65 of [this document](#).

We understand that the U. S. Treasury relied on the U. S. Census Bureau’s categorization of Vermont counties. However, Census used old information and mischaracterized Vermont county government as general government. County government in Vermont falls under the Census definition of a special district government. But Census does not have a category for counties with geographic areas and special district governments. Consequently, it mis-categorized Vermont counties as units of general local government.

Census’ information, upon which Treasury relied to make this determination, is neither current nor correct. Census incorrectly claims “The entire area of the state of Vermont is encompassed by county governments. **The county governments perform very limited functions, which consist chiefly of maintaining the courthouse.** The administrative officers of the county are two assistant judges.” (Emphasis added.) The information source is “[2017 Census of Governments](#),” page 280.

The State of Vermont’s Department of Corrections assumed the role of funding and staffing of jail facilities and operations in 1969; county jails were closed in 1972. [[Reference](#)]

The courts in Vermont counties are operated by the State of Vermont and paid for by State of Vermont taxes. The links and phone numbers for court services on the “county” webpage are State of Vermont webpages and phone numbers. The “county court” is actually the Vermont Superior Court operated and paid for by the State of Vermont. The links on [this county court website](#) will direct you to the State of Vermont.

A Vermont county does not meet the Census definition of providing general government. Counties in Vermont provide a few staff that augment the state-funded and operated Superior Court and, in some counties, pay for the upkeep of a small subset of the buildings in which the State of Vermont operates their Superior Courts. According to Vermont State Statute [24 V.S.A. § 72](#), “The expenses connected with the Superior Court, unless otherwise provided, shall be paid by the State.”

The responsibility for buildings is ultimately controlled by the court administrator and presiding judge who are state employees as noted in Vermont State Statute [24 V.S.A. § 71a](#): “The Court Administrator, in



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consultation with the presiding judge of the Superior Court, shall determine what judicial operations will occur in the county courthouse.”

Census categorizes county governments as “Organized local governments authorized in state constitutions and statutes and established to provide general government and includes those governments designed as counties, parishes in Louisiana, and boroughs in Alaska.” [[U.S. Census Glossary](#)]

Census is focused on creating stable geographic areas in which to count people. Counties in Vermont Statutes are geographic subdivisions of the State, as noted in Vermont State Statute [Title 24, Chapter 1](#).

Census understands there are geographic units called counties which are not governments, as noted on page 3 of the “[Annual Surveys of State and Local Government Finances, and Census of Governments: Finance](#).”

On page 5 of the “[Individual State Descriptions of the 2017 Census of Governments](#),” Census notes “While special districts perform only one or a limited number of functions, the functions can vary widely from district to district, and include many that are performed by general-purpose governments.” _Census further defines a Special District as “Authorized by state law to provide only one or a limited number of designated functions, and with sufficient administrative and fiscal autonomy to qualify as separate governments.” [[Reference](#)]

General purpose county governments typically offer services such as fire, police, rescue, public works, libraries, solid waste, transit, water, sewer, stormwater, planning, parks, recreation, courts, health and human services, and schools in unincorporated areas (areas where cities/towns/villages provide those services) and some or all of these services to incorporated areas. Because Vermont lacks general county government, we instead rely on a plethora of independent legally separate special purpose entities, all with separate governing bodies and separate financials, which are not part of the county. These include but are not limited to solid waste districts, water districts, park districts, special investigative units, non-profit mental/behavioral health entities under contract with the state, public transit districts and authorities, regional planning authorities, and regional public safety authorities.

[Forty-two U.S. Code § 3022 –Definitions](#) defines a “unit of general purpose local government” as (A) a political subdivision of the State whose authority is general and not limited to only one function or combination of related functions; or (B) an Indian tribal organization.

Congress defined “eligible grantee” in the American Rescue Plan Act (ARPA) to include the 50 States and the District of Columbia, and “unit[s] of general local government.” H.R. 1319 § 3201(f)(1)(amending 15 USCA § 9058c). Congress further defined a “unit of general local government” as a “county, city, town, village, or other general purpose political subdivision of a state.” H.R. 1319 § 5004 (amending 15 U.S.C.A. § 9013(a)(10)).

Congress set forth a procedure within ARPA to allocate funding where counties are not genuine units of local government: “COUNTIES THAT ARE NOT UNITS OF GENERAL LOCAL GOVERNMENT.—In the case of an amount to be paid to a county that is not a unit of general local government, the amount shall instead be paid to the State in which such county is located, and such State shall distribute such amount to each unit of general local government within such county in an amount that bears the same proportion to the amount to be paid to such county as the population of such units of general local government bears to the total population of such county.” [[Reference](#), page 227]

If Vermont’s limited county government were to spend ARPA funds on ineligible things or spend it not according to the rules Treasury has established, our cities and towns would have to pay back Treasury with



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city and town money. That is because the county does not have its own taxation authority; it merely has the power of indirect taxation through the cities and towns, which tax residents and businesses, thereby generating revenues to be paid to the county.

Vermont's limited county government does not have state statutory authority to address two of the key uses of funding under Section 9901 of ARPA. This should also help clarify that our county governments are not general governments as they cannot:

- respond to the COVID-19 public health emergency by paying for costs related to assistance to households, small businesses, non-profits, and affected industries such as tourism, travel and hospitality;
- or
- make investments in water, sewer, or broadband infrastructure.

According to Census' own definition, Vermont counties are Special Districts. However, because Census' primary goal is to sort areas into neat and consistent geographical units, they have neglected to denote Vermont county government as special districts vs general governments. Attachment A includes some history about this misconception.

We appreciate your attention to this matter as it relates to the allocation of Coronavirus State and Local Funds under Section 9901 of the American Recovery Plan Act. We urge you to allocate the county dollars to the state for distribution to cities, towns, and villages.

Sincerely,

Karen Horn, Director
Public Policy and Advocacy

CC: The Honorable U.S. Senator Patrick Leahy
The Honorable U.S. Senator Bernard Sanders
The Honorable U.S. Representative Peter Welch
Vermont Governor Phil Scott
Honorable Rebecca Balint, President Pro Tempore of the Vermont Senate
Honorable Jill Krowinski, Speaker of the Vermont House of Representatives



Attachment A Counties

Census: “Long before the Revolution, three distinct systems had developed: In much of New England, the compact pattern of settlement favored the town as the local governing body; the county, a geographic grouping of towns, tended to be a legal entity that existed for judicial rather than general governmental purposes.”—“Census Bureau Geography, Chapter 5, States, Counties, and Statistically Equivalent Entities,” page 5.

“State constitutions or other laws generally specify counties (parishes in Louisiana, boroughs in Alaska, independent cities in four States) as the divisions of each State, and assign responsibilities to them for providing various aspects of local government.”— “Census Bureau Geography, Chapter 5, [States, Counties, and Statistically Equivalent Entities](#),” page 10.

“As such, they provide convenient units for data dissemination purposes. Of course, because most of these entities represent local governmental units, their officials, as well as the officials of State and Federal agencies and other data users, require statistics for the counties from each specific census.” This acknowledges that the counties are not always local government. “Rhode Island’s counties exist only for the purpose of judicial administration and have no associated governmental structure.” “Census Bureau Geography, Chapter 5, [States, Counties, and Statistically Equivalent Entities](#),” page 12 .

“In New England, the towns and cities, not the county, serve as the basic units of local government. Since their establishment in the 17th century, many towns have elected their governing officials and managed their local affairs. The county was merely a grouping of towns, established primarily for judicial and penal purposes, and had minimal political significance. Connecticut abolished its county governments in 1960; the counties in Connecticut and Rhode Island serve only as administrative subdivisions of those States.”— “Census Bureau Geography, Chapter 8, [County Subdivisions](#),” pages 20-21.

COMMENT on Census information: Counties in Vermont do not provide functions of local government. The courts are a function of state government in Vermont. Vermont is more similar to Rhode Island’s situation but for a very small sub-function of the State Superior Courts.

The State of Vermont pays the county sheriffs, prosecutors and many deputy sheriffs as part of the Department of State’s attorneys and sheriffs.

- [Vermont Department of State’s Attorneys and Sheriffs](#)
- [FY 2022 Executive Budget Summary, State of Vermont](#) (page 9)
- [Vermont Sheriff’s Department Funding Sources](#)
- [FY18 Chittenden County Sheriff’s Department Funding Sources](#)

Memorandum

To: Board of Trustees; Evan Teich, Unified Manager
Cc: Sarah Macy, Finance Director; Marguerite Ladd, Assistant Manager
From: Greg Duggan, Deputy Manager
Re: Accepting allocation of Coronavirus Local Fiscal Recovery Funding
Date: July 1, 2021

Issue

The issue is whether the Trustees will accept allocation of Coronavirus Local Fiscal Recovery Funding.

Discussion

Municipalities planning to accept Coronavirus Local Fiscal Recovery Funding, which is part of the American Rescue Plan Act (ARPA), have to acknowledge that they will accept the allocation. The Finance Director and Unified Manager have already submitted a response that the Village would like to accept and request its share of funds from the U.S. Treasury, and identified the Village's Authorized Agent and Contact Persons.

The Vermont League of Cities and Towns recommends that legislative bodies also move to accept allocation, appoint an authorized representative to sign the Award Terms & Conditions and Assurances of Compliance with the Civil Rights Requirements, and name a contact person.

Cost

n/a

Recommendation

Staff recommends the Village of Essex Junction accept its allocation of Coronavirus Local Fiscal Recovery Funding (CLFRF) from the US Treasury, along with the Award Terms & Conditions and Assurances of Compliance with the Civil Rights Requirements that are requirements of accepting these funds.

Staff also recommends that the Board of Trustees appoint Evan Teich to serve as the Village's "Authorized Representative" as required by the Coronavirus Local Fiscal Recovery Funding (CLFRF) from the US Treasury, to sign the Award Terms & Conditions and Assurances of Compliance with the Civil Rights Requirements.

Staff also recommends that the Trustees name Evan Teich to be the "Contact Person" and Sarah Macy to be the "Secondary Contact Person" for the Town's CLFRF Award from U.S. Treasury.

Submission Summary

Submission Date: 06-14-2021 11:32 AM

Local Government Name: Essex Junction Village

NEU ID: VT0073

Authorized Representative Name: Evan Teich

Authorized Representative Title: Unified Manager

Authorized Representative Phone: 8028781341

Authorized Representative Email: eteich@essex.org

Funding Response: We would like to accept and request our share of the funds

DUNS Number: 144372930

Top-Line Budget Total: \$10,927,164.00

Mailing Address: 2 Lincoln Street, Essex Junction, VT 05452

Secondary Contact Name: Sarah Macy

Secondary Contact Title: Finance Director

Secondary Contact Phone: 8028570117

Secondary Contact Email: smacy@essex.org

Payment Reponse: We are a vendor in the State's financial system and would like payment to be made according to our current supplier preferences.

I have reviewed and agree to the award terms and conditions.

I have reviewed and agree to comply with Title VI of the Civil Rights Act of 1964.

Authorized Representative Signature: Evan Teich

MEMORANDUM

TO: Village Trustees and Evan Teich, Unified Manager
FROM: Sarah Macy, Finance Director
DATE: June 22, 2021
SUBJECT: Adjustment to Water Fund Revenue Budget

Issue

The issue is whether the Trustees will amend the water fund revenue budget after the large user water reconciliation.

Discussion

During the budget process, the budgeted revenue for Water Sales – Large Users was based on an estimate. The initial number was \$95,000. After the reconciliation of actual usage and unaccounted for water, that amount was increased to \$115,093. The offset to this increase was a decrease in the budgeted revenue for Sale of Water – Residential, which has impacted the residential rates and has been reflected in the FY22 Utility Rate Setting.

Because the Enterprise Fund budgets are set prior to the final water use reconciliation, it is requested that the Trustees amend the Water Fund Revenue Budget to reflect these updated figures.

Cost

No cost.

Recommendation

It is recommended that the Trustees amend the FY21 Water Fund Revenue Budget to increase revenues from Water Sales – Large Users from \$95,000 to \$114,093 and decrease revenues from Sale of Water – Residential \$1,256,511 to \$1,237,418

Costing Center

254-54-20 - Water Fund, Village -- With Proposed Amendment

	2019 Budget	2019 Actual	2020 Budget	2020 Actual	2021 Budget	2022 Budget	\$ Change	% Change
Revenues								
021.000-Water User Fees	992,409	1,022,387	1,086,788	1,125,059	1,171,588	1,237,418	65,830	5.6%
021.001-Water Large User Fees	97,201	98,079	92,729	91,377	95,000	114,093	19,093	20.1%
021.400-Water Passthrough - Global	2,757,750	2,763,723	2,837,547	2,776,574	2,865,922	2,865,970	48	0.0%
024.000-Utility Connection Fee	15,000	7,000	15,000	6,550	7,000	7,000	-	0.0%
060.000-Interest Income	-	50	-	1,115	-	1,000	1,000	n/a
085.000-Penalties	4,000	5,088	4,500	6,236	4,500	5,000	500	11.1%
098.000-Miscellaneous Revenue	-	630	-	227	-	150	150	n/a
Total Revenues	3,866,360	3,896,956	4,036,564	4,007,138	4,144,010	4,230,631	86,621	2.1%
Expenditure								
110.000-Regular Salaries	109,133	111,685	118,220	117,551	123,321	127,344	4,023	3.3%
120.000-Part Time Salaries	5,427	3,972	9,193	3,329	9,507	9,906	399	4.2%
130.000-Overtime	14,000	14,222	14,000	14,365	15,000	14,408	(592)	-3.9%
210.000-Group Insurance	45,212	55,806	65,713	66,102	68,513	77,998	9,485	13.8%
220.000-Social Security	9,965	10,096	10,699	10,220	11,309	11,672	363	3.2%
230.000-Retirement	10,913	11,389	11,822	11,406	12,332	12,734	402	3.3%
250.000-Unemployment Insurance	200	87	60	102	75	175	100	133.3%
260.000-Workers Comp insurance	6,716	7,750	7,992	6,679	10,500	10,300	(200)	-1.9%
290.000-Other Employee Benefits	-	-	-	-	-	875	875	n/a
330.000-Professional Services	1,000	918	1,000	275	1,000	1,000	-	0.0%
335.000-Audit	3,680	4,370	3,738	4,543	4,200	4,500	300	7.1%
410.000-Water and Sewer Charges	200	127	200	82	200	200	-	0.0%
411.000-Water Purchase - CWD	529,435	469,253	517,159	515,439	522,331	540,613	18,282	3.5%
411.400-CWD Water Purchase - Global	2,757,750	2,786,254	2,837,547	2,774,651	2,865,922	2,865,970	48	0.0%
430.000-R&M Vehicles and Equipment	2,500	1,461	2,500	8,693	2,500	2,500	-	0.0%
433.000-R&M Infrastructure	16,000	1,038	16,000	23,948	16,000	16,000	-	0.0%
441.000-Rental of Land or Buildings	142	100	142	100	150	150	-	0.0%
491.000-Administrative Fees	104,158	104,158	118,559	118,559	122,860	123,556	696	0.6%
500.000-Training, Conferences, Dues	2,500	2,048	2,500	727	2,000	3,000	1,000	50.0%
505.000-Technology Subscription, Licenses	-	-	-	-	-	955	955	n/a
520.000-Insurance	2,271	2,632	2,620	1,784	6,540	6,225	(315)	-4.8%
530.000-Communications	1,500	2,246	1,500	2,167	2,500	2,500	-	0.0%
550.000-Printing and Binding	2,608	1,871	2,000	1,278	2,000	2,000	-	0.0%
560.000-Postage	2,000	3,158	2,600	2,893	3,100	3,500	400	12.9%
610.000-General Supplies	6,000	7,664	7,000	4,099	7,000	7,500	500	7.1%
612.000-Uniforms	1,500	1,255	1,500	739	1,500	1,350	(150)	-10.0%
614.000-Meters and Parts	7,500	2,051	8,000	1,471	8,000	8,000	-	0.0%
621.000-Natural Gas/Heating	3,000	2,444	3,000	2,194	3,000	3,000	-	0.0%

Costing Center

254-54-20 - Water Fund, Village

	2019 Budget	2019 Actual	2020 Budget	2020 Actual	2021 Budget	2022 Budget	\$ Change	% Change
622.000-Electricity	750	799	1,000	862	1,000	1,000	-	0.0%
626.000-Gasoline	3,000	1,326	3,000	1,189	3,000	3,000	-	0.0%
735.000-Technology: Hardware, Software, Equipm	1,000	1,227	1,000	1,374	2,650	2,700	50	1.9%
750.000-Machinery and Equipment	6,000	-	6,000	-	6,000	6,000	-	0.0%
920.000-Transfer between funds (capital)	210,000	210,000	260,000	260,000	310,000	360,000	50,000	16.1%
955.000-Interest on Long Term Debt	300	29	300	-	-	-	-	n/a
Total Expenditure	3,866,360	3,821,432	4,036,564	3,956,821	4,144,010	4,230,631	86,621	2.1%
<i>Net Water Fund</i>	-	75,524	-	50,317	-	-	-	n/a

VILLAGE OF ESSEX JUNCTION
TRUSTEE MEETING MINUTES
Tuesday, June 22, 2021

TRUSTEES: Andrew Brown, President; Raj Chawla, Vice-President; Dan Kerin; Amber Thibeault; George Tyler

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Tammy Getchell, Assistant to the Manager; Marguerite Ladd, Assistant Manager; Brad Luck, Recreation & Parks Director; Sarah Macy, Finance Director

OTHERS PRESENT: Philip Batalion, Danielle Brown, Bob Burrows, Marcus Certa, Andy Champagne, Kevin Collins, Annie Cooper, Erin Dickinson, Maureen Gillard, Micah Hagan, Elaine Haney, Tamara Jaques, Deb McAdoo, Ken Signorello, Gabrielle Smith, Margaret Smith, Mike Sullivan, Doub Wilson, Irene Wrenner, Annie, RM, Susanna

1. CALL TO ORDER

Mr. Brown called the meeting of the Village Trustees to order at 6:38 PM.

2. AGENDA ADDITIONS/ CHANGES

Mr. Teich requested to add the motion from last night's Selectboard executive session which authorized the Selectboard Chair to communicate with the Trustees President re: the Town being open to sharing Police in the long-term and is open to discussing how sharing of Parks & Recreation, Clerk/Treasurer, Finance, Assessor, and IT may work in the short-term to item 5a.

3. APPROVE AGENDA

RAJ CHAWLA made a motion, seconded by GEORGE TYLER to amend the agenda. The motion passed 5-0.

4. PUBLIC TO BE HEARD

None.

5. BUSINESS ITEMS

a. Work Session on Essex Junction Independence Initiative

Mr. Luck said that the Board will be reviewing the draft charter, organizational chart, and discuss the potential of consolidated services. An executive session may be required to discuss contracts with the Town of Essex. In public comment, Ms. Gabrielle Smith asked for clarification on how the Recreation Departments came to be intertwined beyond colocation. She said that she is not necessarily voicing a concern, but that she would like additional information. This will be discussed later in the meeting.

Mr. Luck brought the draft charter on the screen, and highlighted questions from the Board, legal counsel, and members of the public. He noted that he will be going quickly over the minor changes and focusing more on the significant changes. The Board discussed increasing the size of the City's Board to seven, however decided that keeping the number at five would be more efficient. This is something that the new Board could change later if they desired to. The Board also decided that it would not make sense to have ward representation due to the small geographic area of Essex Junction. Mr. Brown expressed a concern with a line regarding declaring a Board member "incapable." Ms. Thibeault said that this was only

49 referring to a member being incapable of attending meetings. The Board discussed their desire to have
50 Board compensation voted on as a part of the municipal budget, rather than its own line item. Mr. Chawla
51 noted that other communities in Vermont offer significantly higher compensation to Board members,
52 which could allow for more varied demographics to serve. The Board decided to require only one public
53 hearing to change an ordinance, with the knowledge that more than one could always be held. The City of
54 Essex Junction will either have an employee hired to serve as the Assessor or will contract with a firm to
55 do such. The Selectboard has also indicated interest in sharing Assessor services, which the Trustees
56 indicated some interest in learning more about.

57
58 The Board moved onto discussing the Transitional Provisions. Mr. Brown said that this will be one of the
59 last things that will be finalized due to ongoing conversations with the Town of Essex. Ms. Thibeault said
60 that she was concerned with Village Attorney Claudine Safar's comments regarding the need to reassign all
61 contracts involving the Village of Essex Junction to the City of Essex Junction, as it would be impossible
62 to know each one in existence. Mr. Teich said that the intent of this is that all contracts that the Village of
63 Essex Junction will now be the responsibility of the City of Essex Junction, and will be dealt with
64 individually as needed. All existing ordinances will be converted to the City of Essex Junction, and the
65 Trustees will be Board members of the new City. Additional discussion on shared services will occur after
66 discussion with the Selectboard, including a limit on how many years this would take place. Mr. Tyler said
67 that he believes that the Village Center District will automatically become a Downtown Improvement
68 District should the transition occur.

69
70 The Board moved onto discussing the Organizational Chart. Mr. Luck said that he asked Human
71 Resources (HR) Director Mr. Sabatano if it would be a conflict of interest to have the HR Director and
72 Assistant Manager be the same person, he stated that he did not believe that it would be. Mr. Luck said
73 that Town Clerk Ms. McNamara-Hill said that she does not think that a transitional period would be
74 desirable for the Clerk's office and asked if the Clerk position would be elected or appointed. Mr. Brown
75 said that it would be better to have this office appointed and apolitical, and the rest of the Board agreed.
76 Mr. Luck said that Finance Director Ms. Macy has said that a transition plan of 5-7 years would be optimal.
77 Mr. Luck brought forth the idea of sharing Recreation services and noted that this has been the first time in
78 this process that the Boards have seen negative comments. He said that due to the larger size of Essex
79 Junction Recreation & Parks (EJRP), it would make sense for Essex Parks & Recreation to become a part
80 of EJRP. The Selectboard has indicated that they are willing to share this service in the transitional period,
81 but not on an ongoing basis. Mr. Luck said that, if this is the case, it would be better to cut ties sooner
82 rather than later. Mr. Tyler said that he is concerned about losing some of the senior services currently
83 available, and that the Town has historically been responsible for the senior bus while the Village has run
84 the senior center. The Boards indicated interest in some type of reciprocity agreement between the
85 communities to ensure that these services remain.

86
87 It does not appear that it would be possible to share IT services, and Mr. Luck has met with several IT
88 contractors to learn more about their services. There was some discussion about housing IT services at the
89 Recreation building or Wastewater treatment facility. The Board also discussed adding an additional staff
90 person to the Community Development Department, in order to facilitate a rental registry and work on
91 enforcement. Mr. Tyler said that Stormwater may need to become an independent department sometime
92 soon, due to changing state regulations.

93
94 Regarding the earlier question about colocation, Mr. Luck said that staff saw opportunities for efficiencies
95 and changed the roles of staff in order to provide better services. These changes can all be undone. Mr.
96 Teich said that some of these changes were the result of position vacancies or other circumstances, such as

97 the YMCA no longer being able to provide after care at Town schools. Ms. Ladd said that a member of the
98 public has requested to remind the Board that there is a public hearing scheduled for 8 PM, and that it is
99 after this time. Mr. Luck also asked the Boards if work should be done to determine what would happen
100 should separation not receive a favorable vote. The Board decided to discuss this at a future meeting.
101
102

103 **6. PUBLIC HEARING**

104 **a. Fiscal Year 2022 Proposed Utility Rates**

105 Finance Director Ms. Macy said that the FY2022 rates are proposed to increase by 2.88% or \$15.67 per
106 year for the average residential user (120 gallons per day). She spoke about the methodology to calculate
107 rates for water, sewer, and sanitation. She noted an anomaly in the established formula that would produce
108 a decreasing rate, but she recommended that the sewer rates be kept level for FY2022 instead of decreasing
109 them for the year. She said that if the downward trend continues, then the Village will reevaluate its rate
110 development methodology. She provided an overview of how the Village utility rates are calculated. She
111 noted that water rates had the largest increase of the three categories, partly due to a \$50,000 increase in
112 transfer to Capital Reserve and increases to employee benefit costs. In addition, Global Foundries pays a
113 special large user rate, which is 13% of the water operating budget and a portion of the unaccounted-for
114 water. The Village will also be setting the Wastewater Treatment Wholesale Rate, which is charged to
115 haulers who bring their waste directly to the plant.
116

117 In Public Comment, Annie Cooper expressed her surprise that the Trustees were asked to rush into this
118 public hearing and appreciated the work that was being done thus far. Mr. Brown closed the public hearing
119 at 8:20 PM.
120

121 **5. BUSINESS ITEMS**

122 **b. Interview and consider reappointment of Philip Batalion to the Village Planning Commission**

123 Mr. Brown asked Mr. Batalion for his opinions on what has gone well and what has been a struggle during
124 his time on the commission. Mr. Batalion said his first year was strange due to COVID, however the
125 Planning Commission has been working on the Land Development Code (LDC) updates since January of
126 2021 and that he has learned a lot during this process. He hopes to see the Crescent Connector come to
127 fruition in the next few years. He also indicated his support for additional housing in the Village. Mr.
128 Chawla asked if the LDC process has been getting much resident input. Mr. Batalion said that resident
129 input has been minimal and suggested holding meetings at varied times to facilitate this. Mr. Chawla
130 suggested that the Essex Reporter interview a few Planning Commissioners to get the general public more
131 interested in the process. Mr. Tyler indicated his support for increased design control on the trunk roads
132 into the Village.
133

134 **RAJ CHAWLA made a motion, seconded by AMBER THIBEAULT to reappoint Philip Batalion to**
135 **the Planning Commission for a three-year term to expire June 30, 2024. Motion passed 5-0.**
136

137 **c. Interview and consider reappointment of Micah Hagan to the Village Bike/Walk Advisory**
138 **Committee**

139 Mr. Brown asked Mr. Hagan for his opinions on what has gone well and what has been a struggle during
140 his time on the committee. Mr. Hagan indicated that the proliferation of crosswalk beacons in the Village
141 has been a positive change, but that the Committee has struggled with turnover in the past year. He would
142 like to see more money spent on infrastructure improvements, as well as collecting additional data to
143 justify the addition of bike and pedestrian amenities in specific areas. Mr. Hagan noted that the BWAC
144 had recently met with the Planning Commission and that it was a productive meeting. Mr. Chawla

145 encouraged all Village Boards to hold joint meetings to learn about one another and see how they can work
146 together.
147

148 **GEORGE TYLER made a motion, seconded by RAJ CHAWLA to reappoint Micah Hagan to the**
149 **Bike/Walk Advisory Committee for a three-year term to expire June 30, 2024. Motion passed 5-0.**
150

151 **d. Consider approval of Fiscal Year 2022 Proposed Utility Rates**

152 Mr. Tyler how the large user rate compares to previous years. Ms. Macy said that this year's increase is
153 quite small.
154

155 **DAN KERIN made a motion, seconded by GEORGE TYLER to adopt the FY2022 Utility rates as**
156 **presented. Motion passed 5-0.**
157

158 **7. CONSENT ITEMS**

159 **Motion by AMBER THIBEAULT, second by DAN KERIN to approve the consent agenda. Motion**
160 **passed 5-0.**

161 **a. Consider approval of Structure Grant Award – Brickyard Rd culvert replacement design**

162 **b. Consider approval of Municipal Roads Grants-in-Aid Program letter of intent**

163 **c. Consider approval of updated Community Development fees**

164 **d. Approve minutes: June 8, 2021, June 15, 2021 - Joint**

165 **e. Check Warrants: #17255 – 6/11/21; #17256 – 6/18/21**
166

167 **8. READING FILE**

168 **a. Board member comments:** Mr. Kerin said that the Crescent Connector is planned to begin construction
169 in the next year. Mr. Tyler suggested installing a large tent in the Village-owned space behind the Firebird
170 in order to make the space more comfortable in the summer months. Mr. Teich said that he will investigate
171 this. Mr. Teich recently attended the opening of the new Vermont Federal Credit Union and said that they
172 are excited to be a part of the community.

173 **b. Letter from James Jutras re: GMWEA (Green Mountain Water Environment Association)**
174 **Operator of the Year**

175 **c. Memo from Robin Pierce re: Village Center Development Update**

176 **d. Email from Elijah Massey re: Resignation from Bike/Walk Advisory Committee**

177 **e. Email from Tom Weaver re: Resignation from Zoning Board of Adjustment**

178 **f. Email from Andy Champagne re: Separation**

179 **g. Memo from Dennis Lutz et al. re: Chittenden County Regional Planning Commission Fiscal Year**
180 **2022 Unified Planning Grants**

181 **h. Email from David Nistico re: Resignation from Planning Commission**

182 **i. Upcoming meeting schedule**
183

184 **9. EXECUTIVE SESSION**

185 ~~a. *An executive session may be needed to discuss negotiation of contracts and agreements with the Town~~
186 ~~of Essex~~

187 ~~b. **An executive session may be requested to discuss the appointments of public officials~~
188

189 **10. ADJOURN**

190 **RAJ CHAWLA made a motion, seconded by DAN KERIN, to adjourn. Motion passed 5-0 at 8:47**
191 **p.m.**
192

**VILLAGE TRUSTEES
(DRAFT)**

June 22, 2021

193 Respectfully Submitted,
194 Darby Mayville
195 Recording Secretary
196
197

06/25/21
01:27 pm

Town of Essex / Village of EJ Accounts Payable
Check Warrant Report # 17257 Current Prior Next FY Invoices For Fund (GENERAL FUND)
For Check Acct 01 (GENERAL FUND) All check #s 06/25/21 To 06/25/21 & Fund 2

Page 1 of 10
HPackard

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
27170	05/04/21	Clock View Set Up 138	210-45110.330 OTHER PROFESSIONAL SVCS	600.00	34638	06/25/21
05290	03/12/21	Closed invoice 453591640cr	210-43110.610 SUPPLIES	-39.21	34639	06/25/21
05290	06/03/21	spark plug for trimmer 455211544346	210-43110.610 SUPPLIES	2.69	34639	06/25/21
05290	06/09/21	HYDRAULIC FITTING 552116058983	210-43110.432 R&M Services - Vehicles	50.75	34639	06/25/21
05290	06/10/21	primer 552116139109	210-43110.610 SUPPLIES	11.82	34639	06/25/21
05290	06/14/21	ULTIMATE PROTECTANT 552116539265	210-43110.610 SUPPLIES	10.11	34639	06/25/21
20440	06/24/21	Recording Secretary 61	210-41320.530 COMMUNICATIONS	899.92	34641	06/25/21
42665	06/10/21	Youth Prog, Adult Prog, S 0069852 0621	210-45551.837 CHILDRENS PROGRAMS	351.25	34644	06/25/21
42665	06/10/21	Youth Prog, Adult Prog, S 0069852 0621	210-45551.836 ADULT PROGRAMS	35.92	34644	06/25/21
42665	06/10/21	Youth Prog, Adult Prog, S 0069852 0621	210-45551.610 SUPPLIES	276.94	34644	06/25/21
25055	05/14/21	Spring opening 546556	210-41942.020 R&M Bldg - 2 Lincoln St	152.00	34645	06/25/21
25055	05/14/21	Spring opening Memorial P 546558	210-43117.000 Streetscape Maintenance	92.00	34645	06/25/21
27975	06/17/21	2 Brownell staff conf. me 60620	210-45551.500 TRAINING, CONFERENCES, DU	98.00	34646	06/25/21
V9976	06/14/21	Repair maintenance build 11517	210-41942.021 R&M Bldg - Brownell	194.63	34647	06/25/21
V9976	06/22/21	HVAC 11586	210-41942.021 R&M Bldg - Brownell	226.00	34647	06/25/21
07465	06/10/21	BATTERY AAA ALK 16PK 41518-5	210-43110.610 SUPPLIES	15.99	34649	06/25/21
07465	06/17/21	BATTERY ALK AA 1.5V 16PK 41591	210-43110.610 SUPPLIES	14.99	34649	06/25/21
00530	06/12/21	Adult Collection B6205756	210-45551.640 ADULT COLLECTION-PRINT &	22.40	34653	06/25/21
00530	06/14/21	Adult Collection B6207221	210-45551.640 ADULT COLLECTION-PRINT &	32.02	34653	06/25/21
00530	06/22/21	Adult Collection, Supplie B6214254	210-45551.640 ADULT COLLECTION-PRINT &	54.89	34653	06/25/21
00530	06/22/21	Adult Collection, Supplie B6214254	210-45551.610 SUPPLIES	3.20	34653	06/25/21
00530	06/22/21	Adult Collection, Supplie B6214255	210-45551.640 ADULT COLLECTION-PRINT &	230.98	34653	06/25/21
00530	06/22/21	Adult Collection, Supplie B6214255	210-45551.610 SUPPLIES	8.80	34653	06/25/21
00530	06/22/21	ADULT FASTips , Supplies B6214351	210-49345.000 LIBRARY DONATION EXPENDIT	217.01	34653	06/25/21
00530	06/22/21	ADULT FASTips , Supplies B6214351	210-45551.610 SUPPLIES	11.20	34653	06/25/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
00530	06/22/21	Adult Collection, Supplie	B6214452	210-45551.640 ADULT COLLECTION-PRINT &	76.22	34653	06/25/21
00530	06/22/21	Adult Collection, Supplie	B6214452	210-45551.610 SUPPLIES	4.00	34653	06/25/21
26395	04/30/21	Land Devel Code Updates A	20200895	210-41970.330 OTHER PROFESSIONAL SVCS	887.50	34660	06/25/21
V04609	06/01/21	Adult Collection	1852733	210-45551.640 ADULT COLLECTION-PRINT &	93.48	34661	06/25/21
17895	06/07/21	Cleaning Services May	10041	210-41943.026 Contractual Svcs - Maple	2275.00	34666	06/25/21
17895	06/07/21	Building Cleaning	10042	210-41943.026 Contractual Svcs - Maple	3767.00	34666	06/25/21
04940	06/12/21	TV AND INTERNET 6/19-7/18	0091811 0621	210-43125.610 WINTER MAINTENANCE	61.00	34668	06/25/21
04940	06/12/21	TV AND INTERNET 6/19-7/18	0091811 0621	210-43110.610 SUPPLIES	179.50	34668	06/25/21
04940	04/27/21	Internet EJFD	0179210 0421	210-41945.022 Telephone - Fire Station	168.40	34669	06/25/21
17025	06/11/21	Recording secretary for T	#0060	210-41320.530 COMMUNICATIONS	277.16	34670	06/25/21
17025	06/18/21	Recording secretary JB	#0061	210-41320.530 COMMUNICATIONS	32.83	34670	06/25/21
17025	06/21/21	Planning Commission minut	0062	210-41320.530 COMMUNICATIONS	127.92	34670	06/25/21
25715	06/14/21	professional services 5-1	21810 61421	210-41970.330 OTHER PROFESSIONAL SVCS	232.25	34674	06/25/21
25715	06/14/21	professional services 5-1	21810 61421	210-43110.330 Professional Services	307.50	34674	06/25/21
44205	06/25/21	BWAC donation to Essex CH	06252021	210-41970.700 BIKE/WALK COMMITTEE	400.00	34679	06/25/21
23215	06/22/21	Machine Parts	107918570001	210-45220.610 SUPPLIES	110.40	34680	06/25/21
21150	05/07/21	Adult Collection	349452	210-45551.640 ADULT COLLECTION-PRINT &	63.74	34685	06/25/21
21845	06/17/21	Buildings, Tech Acc, Yout	0017-0621	210-41942.021 R&M Bldg - Brownell	155.43	34687	06/25/21
21845	06/17/21	Buildings, Tech Acc, Yout	0017-0621	210-45551.530 TECHNOLOGY ACCESS	118.66	34687	06/25/21
21845	06/17/21	Buildings, Tech Acc, Yout	0017-0621	210-45551.837 CHILDRENS PROGRAMS	108.84	34687	06/25/21
21845	06/17/21	Buildings, Tech Acc, Yout	0017-0621	210-45551.500 TRAINING, CONFERENCES, DU	273.88	34687	06/25/21
45400	06/17/21	Lunch with Charles Hunter	06152021	210-41970.500 TRAINING,CONF,DUES	41.00	34689	06/25/21
19005	06/01/21	Telephone and internet	9255738	210-41945.021 Telephone - Brownell	294.24	34690	06/25/21
19005	06/01/21	Telephone and internet	9255738	210-45551.530 TECHNOLOGY ACCESS	48.69	34690	06/25/21
19005	06/15/21	communications	9354802	210-43110.530 Communications	100.42	34692	06/25/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
10705	05/12/21	MSP Gardens 846071	210-45220.610 SUPPLIES	102.12	34697	06/25/21
04035	06/16/21	.HAMMER,DRILLING 3# STEEL B7071	210-43110.610 SUPPLIES	89.97	34698	06/25/21
04035	06/17/21	COMPACTOR, PLATE 20"X24" B7115	210-43110.442 EQUIPMENT RENTALS	41.25	34698	06/25/21
24785	06/16/21	Ear Plugs 9934076150	210-42220.610 SUPPLIES	96.62	34700	06/25/21
07010	06/14/21	non-solar accts 5/12/21-6 0001 61421	210-43115.622 Electricity - St/Traffic	9820.97	34701	06/25/21
07010	06/14/21	non-solar accts 5/12/21-6 0001 61421	210-43115.622 Electricity - St/Traffic	613.03	34701	06/25/21
07010	06/09/21	Solar accts 5/7-6/8/21 06/09/2021D	210-43115.622 Electricity - St/Traffic	85.74	34702	06/25/21
07010	06/09/21	Solar accts 5/7-6/8/21 06/09/2021D	210-41947.022 Electricity - Fire Statio	100.32	34702	06/25/21
07010	06/09/21	Solar accts 5/7-6/8/21 06/09/2021D	210-43110.622 ELECTRICAL SERVICE	35.58	34702	06/25/21
07010	06/09/21	Solar accts 5/7-6/8/21 06/09/2021D	210-41947.020 Electricity - 2 Lincoln S	100.32	34702	06/25/21
07010	06/09/21	Solar accts 5/7-6/8/21 06/09/2021D	210-41947.021 Electricity - Brownell	194.52	34702	06/25/21
07010	06/09/21	Solar accts 5/7-6/8/21 06/09/2021D	210-41941.022 W/S - Fire Station	46.54	34702	06/25/21
07010	06/09/21	MSP Power May 107223 0621	210-41947.026 Electricity - Maple St	42.30	34706	06/25/21
07010	06/09/21	MSP Power May 241748 0621	210-41947.026 Electricity - Maple St	357.23	34707	06/25/21
27965	05/20/21	Logo Spec Design - Villag 0007	210-41335.810 COMMUNITY EVENTS & PROGRA	100.00	34711	06/25/21
37715	04/13/21	Telephone services -- cha 39584	210-41945.021 Telephone - Brownell	90.00	34715	06/25/21
45410	06/18/21	Uniforms 115381	210-42220.612 UNIFORMS,BOOTS,ETC	170.00	34718	06/25/21
07890	06/17/21	Strategic planning Facili 95	210-41320.560 TRUSTEES EXPENDITURES	441.37	34722	06/25/21
V9454	06/18/21	clothing - Troy 3366604	210-43110.612 UNIFORMS,BOOTS,ETC	720.96	34724	06/25/21
27840	06/11/21	Life Binder Jul 21 Villag 070121V	210-14302.000 PREPAID INSURANCE	884.60	34727	06/25/21
26920	06/22/21	recording secretary invo 12	210-41320.530 COMMUNICATIONS	15.01	34729	06/25/21
V10462	06/01/20	May Legal MAY21	210-41320.320 LEGAL SERVICES	540.00	34734	06/25/21
V10462	06/01/20	May Legal MAY21	210-41320.320 LEGAL SERVICES	1387.50	34734	06/25/21
V10462	06/01/20	May Legal MAY21	210-41320.320 LEGAL SERVICES	1820.00	34734	06/25/21
V10462	06/01/20	May Legal MAY21	210-41320.320 LEGAL SERVICES	80.00	34734	06/25/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
V10462	06/01/20	MAY21 MONAGHAN SAFAR DUCHAM PL May Legal	210-41970.320 LEGAL SERVICES	17.50	34734	06/25/21
V10462	06/01/20	MAY21 MONAGHAN SAFAR DUCHAM PL May Legal	210-41320.320 LEGAL SERVICES	180.00	34734	06/25/21
27395	06/09/21	070121V MVP HEALTH CARE INC 43118 Health Prem July 21 Villa	210-14302.000 PREPAID INSURANCE	28842.60	34738	06/25/21
05485	06/09/21	72809899 NATIONAL BUSINESS LEASING Copier leases 6/15-7/14/2	210-45551.442 Rental of Equipment	80.72	34739	06/25/21
05485	06/09/21	72809899 NATIONAL BUSINESS LEASING Copier leases 6/15-7/14/2	210-45551.442 Rental of Equipment	80.74	34739	06/25/21
05485	06/09/21	72809899 NATIONAL BUSINESS LEASING Copier leases 6/15-7/14/2	210-43110.442 EQUIPMENT RENTALS	72.59	34739	06/25/21
05485	06/09/21	72809899 NATIONAL BUSINESS LEASING Copier leases 6/15-7/14/2	210-41320.442 LEASED SERVICES	138.97	34739	06/25/21
06675	06/21/21	IN429125 NATIONAL BUSINESS TECHNOL Copier usages 5/18-6/17/2	210-45551.442 Rental of Equipment	0.01	34740	06/25/21
06675	06/21/21	IN429125 NATIONAL BUSINESS TECHNOL Copier usages 5/18-6/17/2	210-45551.442 Rental of Equipment	86.20	34740	06/25/21
06675	06/21/21	IN429125 NATIONAL BUSINESS TECHNOL Copier usages 5/18-6/17/2	210-43110.442 EQUIPMENT RENTALS	0.51	34740	06/25/21
06675	06/21/21	IN429125 NATIONAL BUSINESS TECHNOL Copier usages 5/18-6/17/2	210-41320.442 LEASED SERVICES	22.30	34740	06/25/21
24960	06/15/21	070121v NORTHEAST DELTA DENTAL Dental Prem Jul 21 Villag	210-14302.000 PREPAID INSURANCE	1896.52	34746	06/25/21
27240	06/13/21	100400426713 OTIS ELEVATOR COMPANY Elevator: Building	210-41942.021 R&M Bldg - Brownell	318.72	34748	06/25/21
V10729	06/21/21	145921267968 OVERDRIVE INC Adult Collection	210-45551.640 ADULT COLLECTION-PRINT &	3005.13	34749	06/25/21
26052	06/01/21	6173 PEAK MECHANICAL LLC 2 Water bottle filler ins	210-45551.891 CAPITAL OUTLAY	8200.00	34752	06/25/21
25140	06/18/21	1136412 PIKE INDUSTRIES INC Asphalt	210-43120.610 Summer Const - Supplies	396.66	34755	06/25/21
25140	06/22/21	1137040 PIKE INDUSTRIES INC Asphalt	210-43120.610 Summer Const - Supplies	265.32	34755	06/25/21
V10641	06/21/21	823203066860 PPG ARCHITECTURAL COATING IND ALKYD GLS SFTY RED	210-43110.610 SUPPLIES	134.96	34758	06/25/21
18010	06/14/21	3391849 REYNOLDS & SON, INC. AED SUPPLIES	210-41946.020 Gen Supplies - 2 Lincoln	321.75	34763	06/25/21
18010	06/14/21	3391849 REYNOLDS & SON, INC. AED SUPPLIES	210-41942.021 R&M Bldg - Brownell	321.75	34763	06/25/21
18010	06/14/21	3391849 REYNOLDS & SON, INC. AED SUPPLIES	210-43110.434 MAINT. BUILDINGS/GROUNDS	321.75	34763	06/25/21
18010	06/14/21	3391849 REYNOLDS & SON, INC. AED SUPPLIES	210-45110.610 SUPPLIES	321.75	34763	06/25/21
18010	06/17/21	3392035 REYNOLDS & SON, INC. Box Strainer	210-42220.889 ROUTINE EQUIPMENT PURCHAS	552.26	34763	06/25/21
18010	06/18/21	3392049 REYNOLDS & SON, INC. Adapters	210-42220.889 ROUTINE EQUIPMENT PURCHAS	80.25	34763	06/25/21
37965	06/16/21	89490 S D IRELAND CONCRETE 24 JUNIPER ROAD	210-43124.570 Sidewalk and Curb Mainten	456.00	34766	06/25/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
37965	06/22/21	S D IRELAND CONCRETE ESSEX - CENTRAL ED 89641	210-43124.570 Sidewalk and Curb Mainten	354.00	34766	06/25/21
28015	06/23/21	SCICITANO DALE Beaver trapping/removal 879357	210-43125.570 CONTRACT SERVICES	231.00	34769	06/25/21
09105	06/15/21	SECURE SHRED Shredding Service June 365515	210-45110.330 OTHER PROFESSIONAL SVCS	22.00	34770	06/25/21
42565	06/16/21	SEVEN DAYS Employment Ad 212312	210-45110.550 PRINTING & ADVERTISING	200.00	34771	06/25/21
29835	06/24/21	SHERWIN-WILLIAMS QP REPAIRKIT 50989	210-43110.610 SUPPLIES	104.49	34772	06/25/21
29835	06/24/21	SHERWIN-WILLIAMS traffic paint 50997	210-43123.730 Traffic Control	786.60	34772	06/25/21
29835	06/18/21	SHERWIN-WILLIAMS BRUSH 2" 8899-6	210-43110.610 SUPPLIES	12.45	34772	06/25/21
36130	05/19/21	VERIZON WIRELESS communications 9880104388	210-43110.530 Communications	57.05	34784	06/25/21
21230	06/19/21	VISION SERVICE PLAN (CT) Vision Prem Jul 21 Villag 070121V	210-14302.000 PREPAID INSURANCE	369.70	34787	06/25/21
24520	06/01/21	VT SYSTEMS INC RecTrac - Essex Rec FY22 70264	210-14301.000 PREPAID EXPENSES	4546.00	34793	06/25/21
07565	06/07/21	W B MASON CO INC Office Supplies 220763335	210-45110.610 SUPPLIES	21.98	34794	06/25/21
07565	06/07/21	W B MASON CO INC Water 220763602	210-45110.610 SUPPLIES	59.96	34794	06/25/21
07565	06/08/21	W B MASON CO INC Office Supplies 220790049	210-45110.610 SUPPLIES	2.15	34794	06/25/21
07565	06/08/21	W B MASON CO INC Water 220798304	210-45110.610 SUPPLIES	59.96	34794	06/25/21
07565	06/11/21	W B MASON CO INC Water 220897717	210-45110.610 SUPPLIES	179.88	34794	06/25/21
07565	06/11/21	W B MASON CO INC Office Supplies Staff Tra 220901982	210-45110.610 SUPPLIES	161.56	34794	06/25/21
07565	06/11/21	W B MASON CO INC Office Supplies 220906111	210-45110.610 SUPPLIES	72.95	34794	06/25/21
07565	06/16/21	W B MASON CO INC Supplies 221018810	210-45551.610 SUPPLIES	214.24	34794	06/25/21
07565	06/08/21	W B MASON CO INC Water Bottle Credit CR9087688	210-45110.610 SUPPLIES	-30.00	34794	06/25/21
07565	06/09/21	W B MASON CO INC Water Bottle Credit CR9092132	210-45110.610 SUPPLIES	-6.00	34794	06/25/21
07565	06/03/21	W B MASON CO INC S114020919 Statement -	210-45110.610 SUPPLIES	551.35	34794	06/25/21
05485	06/09/21	NATIONAL BUSINESS LEASING Copier leases 6/15-7/14/2 72809899	225-45122.442 Rental of Equipment	94.15	34739	06/25/21
06675	06/21/21	NATIONAL BUSINESS TECHNOL Copier usages 5/18-6/17/2 IN429125	225-45122.442 Rental of Equipment	52.54	34740	06/25/21
37985	05/27/21	A T & T MOBILITY IBR Gate Hot Spot Childc 28730181252B	226-45120.535 Telephone	382.52	34636	06/25/21
19815	06/19/21	AMAZON CAPITAL SERVICES CMS Art Supplies 13DQWHTCWYDC	226-45122.610 Supplies	186.15	34643	06/25/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
19815	06/20/21	AMAZON CAPITAL SERVICES Camp Discovery Supplies 166GTC63HPVW	226-45122.610 Supplies	697.90	34643	06/25/21
19815	06/22/21	AMAZON CAPITAL SERVICES Camp Discovery Supplies 1CG4XWDXKQX3	226-45122.610 Supplies	20.97	34643	06/25/21
19815	06/14/21	AMAZON CAPITAL SERVICES First Aid Supplies 1CWJF7WWFNF3	226-45115.610 SUPPLIES	37.49	34643	06/25/21
19815	06/17/21	AMAZON CAPITAL SERVICES Lifejackets 1DTDWF7DRLDG	226-45124.610 SUPPLIES	97.96	34643	06/25/21
19815	06/14/21	AMAZON CAPITAL SERVICES Lifejackets 1NQC111V4DHJ	226-45124.610 SUPPLIES	364.94	34643	06/25/21
19815	06/14/21	AMAZON CAPITAL SERVICES First Aid Supplies 1NQC11V4DDRJ	226-45124.610 SUPPLIES	203.23	34643	06/25/21
19815	06/19/21	AMAZON CAPITAL SERVICES Camp Supplies 1XFW64N7T4QM	226-45122.610 Supplies	318.40	34643	06/25/21
42665	05/10/21	AMAZON/SYNCB EJRP Amazon May 0432266 0521	226-45121.610 SUPPLIES	149.13	34644	06/25/21
42665	05/10/21	AMAZON/SYNCB EJRP Amazon May 0432266 0521	226-45122.610 Supplies	126.60	34644	06/25/21
42665	05/10/21	AMAZON/SYNCB EJRP Amazon May 0432266 0521	226-45120.610 SUPPLIES	161.36	34644	06/25/21
06955	06/14/21	CLEMENS DIANE Garden Coordinator - Waiv 105312	226-34780.000 ADULT PROGRAMS	38.00	34667	06/25/21
40025	06/07/21	E J PRESCOTT INC Pool Repair Parts 5863624	226-45124.434 MAINTENANCE-BLDGS/GROUNDS	100.77	34676	06/25/21
29875	06/04/21	EARL'S CYCLERY & FITNESS Essex Rec Bike Order 1st 060421D	226-14301.000 PREPAID EXPENSE	7000.00	34677	06/25/21
25325	06/17/21	FILLION ASSOCIATES, INC Pool Chemicals 31085	226-45124.434 MAINTENANCE-BLDGS/GROUNDS	1060.16	34684	06/25/21
27840	06/11/21	MADISON NATIONAL LIFE INS Life Binder Jul 21 Villag 070121V	226-45120.210 HEALTH INS & OTHER BENEFIT	-40.41	34727	06/25/21
27840	06/11/21	MADISON NATIONAL LIFE INS Life Binder Jul 21 Villag 070121V	226-14302.000 PREPAID INSURANCE	557.19	34727	06/25/21
22020	06/23/21	MAZZA PAUL Camp REACH Field Trip 6/2 88590	226-45122.580 TRAVEL	210.00	34730	06/25/21
27970	06/14/21	MINI GOLF ON THE GO LLC July 4th Celebration - Mi 00000009	226-14301.000 PREPAID EXPENSE	275.00	34733	06/25/21
17145	06/15/21	MR DING A LING ICE CREAM Senior Event Ice Cream 061521D	226-45115.610 SUPPLIES	335.00	34735	06/25/21
27395	06/09/21	MVP HEALTH CARE INC 43118 Health Prem July 21 Villa 070121V	226-45120.210 HEALTH INS & OTHER BENEFIT	-682.62	34738	06/25/21
27395	06/09/21	MVP HEALTH CARE INC 43118 Health Prem July 21 Villa 070121V	226-14302.000 PREPAID INSURANCE	9879.94	34738	06/25/21
05485	06/09/21	NATIONAL BUSINESS LEASING Copier leases 6/15-7/14/2 72809899	226-45110.442 Equipment Rentals	177.89	34739	06/25/21
06675	06/21/21	NATIONAL BUSINESS TECHNOL Copier usages 5/18-6/17/2 IN429125	226-45110.442 Equipment Rentals	393.98	34740	06/25/21
24960	06/15/21	NORTHEAST DELTA DENTAL Dental Prem Jul 21 Villag 070121v	226-45120.210 HEALTH INS & OTHER BENEFIT	-37.19	34746	06/25/21
24960	06/15/21	NORTHEAST DELTA DENTAL Dental Prem Jul 21 Villag 070121v	226-14302.000 PREPAID INSURANCE	690.64	34746	06/25/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
24855	06/24/21	PETTY CASH - CAITLIN FAY EJRP Petty Cash June 062421D	226-45122.610 Supplies	93.78	34753	06/25/21
24855	06/24/21	PETTY CASH - CAITLIN FAY EJRP Petty Cash June 062421D	226-45122.610 Supplies	193.87	34753	06/25/21
24855	06/24/21	PETTY CASH - CAITLIN FAY EJRP Petty Cash June 062421D	226-45122.580 TRAVEL	49.00	34753	06/25/21
24855	06/24/21	PETTY CASH - CAITLIN FAY EJRP Petty Cash June 062421D	226-45122.580 TRAVEL	470.00	34753	06/25/21
25395	06/15/21	POOL WORLD INC Pool Vac Hose 239272	226-45124.610 SUPPLIES	362.34	34757	06/25/21
27870	06/22/21	RED CLOVER EVENTS LLC Senior Event Food 062221D	226-45115.610 SUPPLIES	2640.00	34761	06/25/21
24830	06/08/21	REINHART FOODSERVICE RK Summit Snack 488807	226-45120.610 SUPPLIES	66.97	34762	06/25/21
24830	06/17/21	REINHART FOODSERVICE Reach Fleming Snack 493254	226-45122.610 Supplies	202.44	34762	06/25/21
24830	06/17/21	REINHART FOODSERVICE Camp REACH Snack 493259	226-45122.610 Supplies	203.76	34762	06/25/21
24830	06/17/21	REINHART FOODSERVICE Camp Discovery Snack 493780	226-45122.610 Supplies	194.00	34762	06/25/21
24830	06/21/21	REINHART FOODSERVICE CMS Snack 495837	226-45122.610 Supplies	233.85	34762	06/25/21
V1976	06/16/21	ROCKY'S PIZZA Staff Training Food 4751	226-45122.610 Supplies	320.00	34764	06/25/21
27815	04/29/21	THE ICE CENTER Camp REACH Field Trips FY 000018	226-14301.000 PREPAID EXPENSE	420.00	34776	06/25/21
V9414	06/15/21	TOP HAT ENTERTAINMENT, IN Senior Event Bounce Units 110	226-45115.330 OTHER PROFESSIONAL SVCS	2000.00	34779	06/25/21
02970	06/07/21	USA BLUE BOOK INC Pool Repair Parts 625427	226-45124.434 MAINTENANCE-BLDGS/GROUNDS	225.44	34783	06/25/21
02970	06/08/21	USA BLUE BOOK INC Pool Repair Parts 626943	226-45124.434 MAINTENANCE-BLDGS/GROUNDS	330.88	34783	06/25/21
21230	06/19/21	VISION SERVICE PLAN (CT) Vision Prem Jul 21 Villag 070121V	226-14302.000 PREPAID INSURANCE	161.36	34787	06/25/21
21230	06/19/21	VISION SERVICE PLAN (CT) Vision Prem Jul 21 Villag 070121V	226-45120.210 HEALTH INS & OTHER BENEFIT	-9.38	34787	06/25/21
19485	05/27/21	VT COMEDY CLUB Camp REACH Field Trips FY 1057	226-14301.000 PREPAID EXPENSE	1000.00	34791	06/25/21
26395	04/30/21	CCRPC Drainage Assessment - 4/2 20200886	230-46801.024 CCRPC UPWP Planning	297.00	34660	06/25/21
V9632	05/26/21	HOYLE, TANNER & ASSOC, IN Densmore Drive FEMA 0064809	230-46801.022 Densmore Dr, FEMA	11418.50	34713	06/25/21
V9632	06/16/21	HOYLE, TANNER & ASSOC, IN Densmore Dr FEMA 0064983	230-46801.022 Densmore Dr, FEMA	18498.00	34713	06/25/21
V10462	06/01/20	MONAGHAN SAFAR DUCHAM PL May Legal MAY21	230-46801.008 CRESCENT CONNECTOR	307.50	34734	06/25/21
V10462	06/01/20	MONAGHAN SAFAR DUCHAM PL May Legal MAY21	230-46801.008 CRESCENT CONNECTOR	35.00	34734	06/25/21
V10462	06/01/20	MONAGHAN SAFAR DUCHAM PL May Legal MAY21	230-46801.023 Densmore Drive, non-FEMA	240.00	34734	06/25/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
37965	06/07/21	S D IRELAND CONCRETE Densmore FEMA App 2 927901 2	230-46801.022 Densmore Dr, FEMA	129312.50	34766	06/25/21
23435	05/07/21	CHAMPLAIN WATER DISTRICT Village Water May 2021 053121V	254-43200.412 STATE WATER TAX	1072.35	34663	06/25/21
23435	05/07/21	CHAMPLAIN WATER DISTRICT Village Water May 2021 053121V	254-43210.412 STATE WATER TAX - GF	4542.60	34663	06/25/21
23435	05/07/21	CHAMPLAIN WATER DISTRICT Village Water May 2021 053121V	254-43200.411 CWD WATER PURCHASE	49606.91	34663	06/25/21
23435	05/07/21	CHAMPLAIN WATER DISTRICT Village Water May 2021 053121V	254-43210.411 CWD WATER PURC - GF	210140.68	34663	06/25/21
40025	06/17/21	E J PRESCOTT INC CLAMP 5856420	254-43200.430 WATER LINES MAINT-BREAKS	1164.88	34676	06/25/21
18000	06/21/21	FERGUSON WATERWORKS #590 1 QT RFLCT SILV COAT ALER 0193894	254-43200.614 DISTRIBUTION MATERIALS	172.09	34683	06/25/21
18000	06/14/21	FERGUSON WATERWORKS #590 LF 3/4 FLR X FIP BV 09983601	254-43200.610 SUPPLIES	146.04	34683	06/25/21
16000	06/09/21	FISHER AUTO PARTS Hydraulic Coupling 293-333559	254-43200.570 MAINTENANCE OTHER	60.62	34693	06/25/21
04035	06/10/21	GOT THAT RENTAL & SALES I UPSIDE DOWN/ WHITE SEYMOU B6782	254-43200.610 SUPPLIES	45.00	34698	06/25/21
07010	06/14/21	GREEN MOUNTAIN POWER CORP non-solar accts 5/12/21-6 0001 61421	254-43200.622 ELECTRICAL SERVICE	66.05	34701	06/25/21
27840	06/11/21	MADISON NATIONAL LIFE INS Life Binder Jul 21 Villag 070121V	254-14302.000 PREPAID INSURANCE	100.93	34727	06/25/21
10110	06/15/21	MCGOVERN MECHANICAL CORP Residential Water Meter R 1661	254-43330.002 METER REPLACEMENT PROGRAM	575.00	34731	06/25/21
27395	06/09/21	MVP HEALTH CARE INC 43118 Health Prem July 21 Villa 070121V	254-14302.000 PREPAID INSURANCE	4692.66	34738	06/25/21
24960	06/15/21	NORTHEAST DELTA DENTAL Dental Prem Jul 21 Villag 070121v	254-14302.000 PREPAID INSURANCE	256.62	34746	06/25/21
43010	06/09/21	NORTRAX INC Bulk Hose 2089381	254-43200.570 MAINTENANCE OTHER	307.22	34747	06/25/21
40640	06/24/21	POLLARD WATER 1 QT RFLCT SILV COAT ALER 0194159	254-43200.614 DISTRIBUTION MATERIALS	172.09	34756	06/25/21
29835	06/11/21	SHERWIN-WILLIAMS CUSTOM VILLAGE HYDRANT GR 8540-6	254-43200.614 DISTRIBUTION MATERIALS	21.78	34772	06/25/21
38760	06/22/21	TI-SALES INC 5/8'' X 3/4'' Neptune T-1 0132270	254-43330.002 METER REPLACEMENT PROGRAM	1464.60	34778	06/25/21
36130	05/19/21	VERIZON WIRELESS communications 9880104388	254-43200.535 TELEPHONE SERVICES	57.06	34784	06/25/21
21230	06/19/21	VISION SERVICE PLAN (CT) Vision Prem Jul 21 Villag 070121V	254-14302.000 PREPAID INSURANCE	49.13	34787	06/25/21
20475	06/10/21	AERZEN USA CORPORATION replacement v rebuild blo SEPI-21-0028	255-43200.570 MAINTENANCE OTHER	28435.92	34640	06/25/21
07465	06/07/21	BIBENS ACE HARDWARE INC tools 41482	255-43200.570 MAINTENANCE OTHER	91.96	34649	06/25/21
11375	06/01/21	CASELLA WASTE MANAGEMENT June SERVICE MSW 3172798	255-43200.565 GRIT DISPOSAL	1041.22	34656	06/25/21
25715	06/14/21	DONALD L. HAMLIN CONSULT professional services 5-1 21810 61421	255-43200.330 OTHER PROFESSIONAL SERVIC	206.25	34674	06/25/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
06870	06/18/21	WWTF TKN 6/10/21 374739	255-43200.577 CONTRACT LABORATORY SERVI	35.00	34678	06/25/21
V10616	06/14/21	3593 Gal BIOXIDE 904946546	255-43200.619 CHEMICALS	9521.45	34681	06/25/21
21740	06/17/21	WW Visa charges 5/20 thru 0124	255-43200.612 UNIFORMS,BOOTS,ETC	328.00	34688	06/25/21
21740	06/17/21	WW Visa charges 5/20 thru 0124	255-43200.572 INTERVIEW COSTS	43.98	34688	06/25/21
21740	06/17/21	WW Visa charges 5/20 thru 0124	255-43200.570 MAINTENANCE OTHER	650.75	34688	06/25/21
37715	03/18/21	6.5 Hour(s) Labor UNDEFIN 39458	255-43200.570 MAINTENANCE OTHER	585.00	34715	06/25/21
37715	06/11/21	Mitel SWA Renewal 1 Year 39810	255-43200.610 SUPPLIES	216.00	34715	06/25/21
05495	06/21/21	FLM Project Final Invoice 14171	255-43330.018 Energy Conservation Measu	10552.50	34723	06/25/21
V9454	06/16/21	Bernie F boots 3355180	255-43200.612 UNIFORMS,BOOTS,ETC	380.00	34724	06/25/21
27840	06/11/21	Life Binder Jul 21 Villag 070121V	255-14302.000 PREPAID INSURANCE	209.20	34727	06/25/21
V10462	06/01/20	May Legal MAY21	255-43200.320 LEGAL SERVICES	385.00	34734	06/25/21
27395	06/09/21	Health Prem July 21 Villa 070121V	255-14302.000 PREPAID INSURANCE	7848.23	34738	06/25/21
05485	06/09/21	Copier leases 6/15-7/14/2 72809899	255-43200.442 Rental of Equipment	80.74	34739	06/25/21
06675	06/21/21	Copier usages 5/18-6/17/2 IN429125	255-43200.442 Rental of Equipment	20.23	34740	06/25/21
V97100	06/25/21	Land Ap site Research pro 2864	255-43200.567 SLUDGE PROCESSING	800.00	34742	06/25/21
24960	06/15/21	Dental Prem Jul 21 Villag 070121v	255-14302.000 PREPAID INSURANCE	455.66	34746	06/25/21
03160	06/17/21	2 POLYMER FOR DEWATERING 20273	255-43200.619 CHEMICALS	6900.00	34750	06/25/21
02970	06/08/21	Metering Pump Bioxide 627259	255-43200.570 MAINTENANCE OTHER	381.45	34783	06/25/21
21230	06/19/21	Vision Prem Jul 21 Villag 070121V	255-14302.000 PREPAID INSURANCE	99.09	34787	06/25/21
33850	06/01/21	ROW 889760 FY22 9500225641	256-43200.441 RIGHT OF WAY AGREEMENTS	50.00	34662	06/25/21
21740	06/17/21	WW Visa charges 5/20 thru 0124	256-43330.012 SW St PS Control Cabinet	128.23	34688	06/25/21
21740	06/17/21	WW Visa charges 5/20 thru 0124	256-43330.011 West St Control Cabinet	128.23	34688	06/25/21
07010	06/14/21	non-solar accts 5/12/21-6 0001 61421	256-43200.622 ELECTRICAL SERVICE	413.54	34701	06/25/21
07010	06/09/21	Solar accts 5/7-6/8/21 06/09/2021D	256-43200.622 ELECTRICAL SERVICE	88.82	34702	06/25/21
07010	06/09/21	Solar accts 5/7-6/8/21 06/09/2021D	256-43220.001 SUSIE WILSON PS COSTS	57.24	34702	06/25/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
07010	06/09/21	Solar accts 5/7-6/8/21	256-43220.002	85.62	34702	06/25/21
	06/09/2021D		WEST ST PS COSTS			
27840	06/11/21	Life Binder Jul 21 Villag	256-14302.000	95.92	34727	06/25/21
	070121V		PREPAID INSURANCE			
10110	06/15/21	Residential Water Meter R	256-43330.002	1150.00	34731	06/25/21
	1661		METER REPLACEMENT PROGRAM			
27395	06/09/21	Health Prem July 21 Villa	256-14302.000	3353.31	34738	06/25/21
	070121V		PREPAID INSURANCE			
24960	06/15/21	Dental Prem Jul 21 Villag	256-14302.000	176.70	34746	06/25/21
	070121v		PREPAID INSURANCE			
12775	06/22/21	West St. communication ad	256-43330.011	7261.51	34759	06/25/21
	9011		West St Control Cabinet			
12775	06/22/21	Susie Wilson Com Add	256-43330.012	1980.06	34759	06/25/21
	9012		SW St PS Control Cabinet			
11555	06/17/21	VAPOR FILTER SL Top Mount	256-43200.434	128.97	34765	06/25/21
	214543		PUMP STATION MAINTENANCE			
38760	06/22/21	5/8'' X 3/4'' Neptune T-1	256-43330.002	2929.20	34778	06/25/21
	0132270		METER REPLACEMENT PROGRAM			
21230	06/19/21	Vision Prem Jul 21 Villag	256-14302.000	34.82	34787	06/25/21
	070121V		PREPAID INSURANCE			
Report Total				640004.20		

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07/02/21

Town of Essex / Village of EJ Accounts Payable

12:07 pm

Check Warrant Report # 17258 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 07/02/21 To 07/02/21 & Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
36130	VERIZON WIRELESS	05/19/21	communications 9880104388	210-5-40-12-530.000 Communications	192.84	34797	07/02/21
36130	VERIZON WIRELESS	05/19/21	communications 9880104388	254-5-54-20-530.000 Communications	177.26	34797	07/02/21
Report Total					370.10		

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Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
05290	ADVANCE AUTO PARTS	06/21/21	BRITE TOUCH-PRMR 552117259366	210-5-40-12-575.000 Storm Sewer Maintenance	7.88	34801	07/09/21
05290	ADVANCE AUTO PARTS	06/24/21	24X30 rLAPa SM CHEVRON i 552117559520	210-5-40-12-610.000 General Supplies	17.08	34801	07/09/21
27980	AUTOMATIC LAUNDRY SERVICE	06/15/21	Extractor/Washers MAY2023	210-5-25-10-750.000 Machinery & Equipment	12031.00	34806	07/09/21
16030	BROWN ELECTRIC	06/23/21	Water Fountain Power 35836	210-5-30-12-330.000 Professional Services	565.06	34808	07/09/21
16030	BROWN ELECTRIC	06/29/21	sidewalk post light. repa 35840	210-5-40-12-610.200 Streetlight Supplies	2825.53	34808	07/09/21
21120	CHAMPLAIN MEDICAL URGENT	12/16/20	Questionnaire Review 00041770-00	210-5-25-10-330.000 Professional Services	35.00	34812	07/09/21
21210	CINTAS LOC # 68M 71 M	07/01/21	WATERBREAK COOLER AGRMENT 9137307637	210-5-40-12-610.000 General Supplies	50.00	34813	07/09/21
04940	COMCAST	06/19/21	Internet 2 Lincoln 6/26-7 0136343 0621	210-5-41-20-530.000 Communications	153.35	34816	07/09/21
04940	COMCAST	06/19/21	Internet 2 Lincoln 6/26-7 0136343 0621	210-4-41-20-090.000 Transfer Town/Village	-153.35	34816	07/09/21
17025	COONRADT AMY	07/06/21	Planning Commission Meeti 0063	210-5-16-10-530.000 Communications	127.92	34821	07/09/21
25715	DONALD L. HAMLIN CONSULT	06/30/21	2021 Village Paving Progr 21801	210-5-40-12-330.000 Professional Services	85.50	34822	07/09/21
19410	EAST COAST SIGNALS	06/29/21	Service Call - Route 15 @ 6723-201953	210-5-40-12-572.000 Traffic Control	395.00	34824	07/09/21
19410	EAST COAST SIGNALS	06/29/21	various projects 6725201953	210-5-40-12-572.000 Traffic Control	7140.00	34824	07/09/21
19410	EAST COAST SIGNALS	06/29/21	KNOCKDOWN ROUTE 2A @ SOUT 6728201953	210-5-40-12-572.000 Traffic Control	1130.00	34824	07/09/21
19410	EAST COAST SIGNALS	06/29/21	PEDESTAL BUTTON 5-CORNERS 6729201953	210-5-40-12-572.000 Traffic Control	1870.00	34824	07/09/21
19410	EAST COAST SIGNALS	06/29/21	BROKEN SIGNAL ROUTE 15 @ 6731201953	210-5-40-12-610.200 Streetlight Supplies	2825.00	34824	07/09/21
19410	EAST COAST SIGNALS	06/29/21	BAD PUSH BUTTON 5-CORNERS 6735201953	210-5-40-12-572.000 Traffic Control	1480.00	34824	07/09/21
V10576	ECOPIXEL LLC	07/01/21	July web hosting 2966	210-5-10-10-530.000 Communications	129.00	34826	07/09/21
23215	ESSEX EQUIPMENT INC	06/28/21	Compactor Rental 107925540001	210-5-30-12-442.000 Rental Vehicles/Equip	118.72	34830	07/09/21
04640	FASTENAL INDUSTRIAL & CON	06/28/21	zip vests VTBUR296135	210-5-40-12-612.000 Uniforms	25.60	34833	07/09/21
19805	FIRST NATIONAL BANK OMAHA	06/23/21	Evan's CC statement FNBO 06/23/21	210-5-10-10-340.000 Technical Services	333.40	34835	07/09/21
19005	FIRSTLIGHT FIBER	06/15/21	Telephone 9354811	210-5-41-22-530.000 Communications	156.18	34839	07/09/21
12685	FRONT PORCH FORUM INC	06/02/21	FPF - Village 14426	210-5-10-10-530.000 Communications	2568.00	34844	07/09/21
34895	GAUTHIER TRUCKING, INC.	07/01/21	11 Jackson St June 1569448	210-5-40-12-425.000 Trash Removal	104.11	34846	07/09/21
34895	GAUTHIER TRUCKING, INC.	07/01/21	PF ARI ST. MAIN ST MEMORI 1569450	210-5-40-12-425.000 Trash Removal	476.06	34846	07/09/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
34895	07/01/21	BEECH SI 1569581	210-5-40-12-425.000 Trash Removal	64.59	34846	07/09/21
34895	07/01/21	MSP Trash Removal June 1570259	210-5-41-26-400.000 Contracted Services	542.33	34846	07/09/21
20470	06/30/21	JUNE GAS VILLAGE 273950	210-5-41-26-626.000 Gasoline	302.77	34848	07/09/21
20470	06/30/21	JUNE GAS VILLAGE 273950	210-5-41-22-626.000 Gasoline	163.73	34848	07/09/21
20470	06/30/21	JUNE GAS VILLAGE 273950	210-5-40-12-626.000 Gasoline	1330.89	34848	07/09/21
04035	06/23/21	Playground Install Rental 87381	210-5-30-12-442.000 Rental Vehicles/Equip	175.00	34850	07/09/21
23595	07/02/21	Park St Electrical Work 9739JH	210-5-41-23-431.000 R&M Buildings & Grounds	959.65	34855	07/09/21
V9454	06/18/21	clothing - T. Wilber bala 3355604	210-5-40-12-612.000 Uniforms	5.00	34862	07/09/21
44275	07/02/21	Administrative Fee Invoic 202106A	210-5-13-10-570.000 Other Purchased Services	102.50	34865	07/09/21
24100	06/29/21	R6-1LR 36x12 One Way (Dou 187335	210-5-40-12-605.000 Summer Construction Suppl	128.78	34871	07/09/21
25140	06/25/21	Asphalt 1138005	210-5-40-12-605.000 Summer Construction Suppl	460.68	34873	07/09/21
25635	07/05/21	Field Paint 788715	210-5-30-12-610.000 General Supplies	684.00	34874	07/09/21
10435	06/24/21	Maint T-Shirts 18733	210-5-30-12-610.000 General Supplies	340.00	34877	07/09/21
42565	06/23/21	PC ad for July 1st meetin 212566	210-5-16-10-550.000 Printing and Binding	45.76	34878	07/09/21
36825	06/22/21	Sheave Blade Drive 090617	210-5-40-12-610.000 General Supplies	48.52	34883	07/09/21
43260	06/14/21	supplies for fire station 134903260	210-5-41-22-610.000 General Supplies	1071.78	34885	07/09/21
19720	07/01/21	JUN AVL SERVICE OSV000002485	210-5-40-12-442.000 Rental Vehicles/Equip	129.52	34889	07/09/21
36130	06/18/21	TOWN CELL PHONE 9882168575	210-5-40-12-530.000 Communications	4.53	34890	07/09/21
36130	06/18/21	Verizon shared 6/19-7/18/ 9882170525	210-5-16-10-530.000 Communications	40.01	34891	07/09/21
36130	06/18/21	Verizon shared 6/19-7/18/ 9882170525	210-5-25-10-530.000 Communications	160.04	34891	07/09/21
30210	07/01/21	Member Dues FY22 Village ASD20220042	210-5-10-10-500.000 Training, Conf, Dues	950.00	34894	07/09/21
27100	07/08/21	Deductible Amount: \$1,000 20210166-A01	210-5-40-12-521.000 Insurance Deductibles	1000.00	34898	07/09/21
27100	06/29/21	sewer backup in clmt base 20210506-G01	210-5-40-12-521.000 Insurance Deductibles	300.00	34898	07/09/21
29825	06/22/21	MSP Gas June 1578756 0621	210-5-41-26-621.000 Natrual Gas/Heating	49.26	34899	07/09/21
29825	06/22/21	5/20 to 6/18/21 21232	210-5-41-20-621.000 Natrual Gas/Heating	90.73	34900	07/09/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
29825	06/22/21	VT GAS SYSTEMS 5/20 to 6/18/21 21232	210-5-40-12-621.000 Natural Gas/Heating	141.68	34900	07/09/21
29825	06/22/21	VT GAS SYSTEMS 5/20 to 6/18/21 21232	210-5-40-12-621.000 Natural Gas/Heating	68.92	34900	07/09/21
29825	06/22/21	VT GAS SYSTEMS 5/20 to 6/18/21 21232	210-5-41-22-621.000 Natural Gas/Heating	51.05	34900	07/09/21
29825	06/22/21	VT GAS SYSTEMS 5/20 to 6/18/21 21232	210-5-41-21-621.000 Natural Gas/Heating	102.98	34900	07/09/21
29825	06/22/21	VT GAS SYSTEMS MSP Gas June 810044 0621	210-5-41-26-621.000 Natural Gas/Heating	72.43	34903	07/09/21
07565	06/25/21	W B MASON CO INC Hand Soap 221251399	210-5-30-12-610.000 General Supplies	135.96	34908	07/09/21
28045	05/26/21	RABIDEAU ARCHITECTS INC Essex Jct 5 Corners Park 2021018	220-5-00-00-720.002 1 Main; Road Res-Q	637.50	34875	07/09/21
25715	06/30/21	DONALD L. HAMLIN CONSULT Crescent Connector April 12833 63021	230-5-16-10-890.824 Cres. Connector	2175.00	34822	07/09/21
12160	07/15/20	PEOPLES UNITED BANK N A FY22 Pumper Note Pmt FY22Pumper	231-5-95-00-950.000 Fire Truck Loan Prin	30000.00	34870	07/09/21
12160	07/15/20	PEOPLES UNITED BANK N A FY22 Pumper Note Pmt FY22Pumper	231-5-95-00-955.000 Fire Truck Loan Int	1023.12	34870	07/09/21
25715	06/30/21	DONALD L. HAMLIN CONSULT Main Street waterline 21823	254-5-54-20-330.000 Professional Services	256.50	34822	07/09/21
20470	06/30/21	GLOBAL MONTELLO GROUP JUNE GAS VILLAGE 273950	254-5-54-20-626.000 Gasoline	183.17	34848	07/09/21
29825	06/22/21	VT GAS SYSTEMS 5/20 to 6/18/21 21232	254-5-54-20-621.000 Natural Gas/Heating	39.09	34900	07/09/21
05290	06/25/21	ADVANCE AUTO PARTS tools Shop 552117639502	255-5-55-30-491.000 Administrative Fees	20.22	34801	07/09/21
04940	06/23/21	COMCAST July internet 0316028 0621	255-5-55-30-530.000 Communications	163.30	34818	07/09/21
35260	06/28/21	EAST COAST PRINTERS INC Sport Tek ST350 - silver 06142110	255-5-55-30-612.000 Uniforms	76.80	34823	07/09/21
V10734	06/18/21	ENCORE ESSEX JUNCTION SOL FYE Reconciliation 5/19/ 2106WWTP	255-5-55-30-622.000 Electricity	3445.35	34827	07/09/21
06870	06/28/21	ENDYNE INC 6/16/21 TKN 375567	255-5-55-30-340.000 Technical Services	35.00	34828	07/09/21
06870	07/02/21	ENDYNE INC 06/25/2021 TKN Only 376874	255-5-55-30-618.000 Laboratory Supplies	35.00	34828	07/09/21
06870	07/07/21	ENDYNE INC BBCO Burlington Beer Zn a 377152	255-5-55-30-340.000 Technical Services	140.00	34828	07/09/21
38955	07/01/21	F W WEBB COMPANY PMP 2400 HCPCTY C1 FLG 1S 72142105	255-5-55-30-570.000 Other Purchased Services	693.74	34832	07/09/21
38955	07/01/21	F W WEBB COMPANY CIRC PMP 2400 HCPCTY C1 F 72146166	255-5-55-30-570.000 Other Purchased Services	-693.74	34832	07/09/21
04640	06/23/21	FASTENAL INDUSTRIAL & CON various VTBUR295905	255-5-55-30-570.000 Other Purchased Services	6.23	34833	07/09/21
20470	06/30/21	GLOBAL MONTELLO GROUP JUNE GAS VILLAGE 273950	255-5-55-30-626.000 Gasoline	225.78	34848	07/09/21
24785	07/02/21	GRAINGER SINGLE GAS DETECTOR, H2S 9952016799	255-5-55-30-570.000 Other Purchased Services	632.44	34851	07/09/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
07010	06/21/21	GREEN MOUNTAIN POWER CORP	39 Cascade 5/19 to 6/18/21	255-5-55-30-622.000	9564.19	34853	07/09/21
			2400007 0621	Electricity			
V10347	06/23/21	J.C. EHRLICH	June Pest Service	255-5-55-30-570.000	74.00	34858	07/09/21
			2911526	Other Purchased Services			
05495	06/28/21	LCS CONTROLS, INC	field service days	255-5-55-70-730.001	4500.00	34861	07/09/21
			14175	Energy Conservation			
V9454	06/26/21	LENNY'S SHOE & APP	clothing - Jutras	255-5-55-30-612.000	114.97	34862	07/09/21
			3356568	Uniforms			
V2093	06/16/21	SLACK CHEMICAL COMPANY IN	3164 Gal sodium hydroxide	255-5-55-30-619.000	7688.66	34881	07/09/21
			422425	Chemicals			
02970	06/14/21	USA BLUE BOOK INC	odor control Metering Pum	255-5-55-30-570.000	383.85	34887	07/09/21
			633024	Other Purchased Services			
36130	06/18/21	VERIZON WIRELESS	TOWN CELL PHONE	255-5-55-30-530.000	10.98	34890	07/09/21
			9882168575	Communications			
36130	06/18/21	VERIZON WIRELESS	TOWN CELL PHONE	255-5-55-30-570.000	5.18	34890	07/09/21
			9882168575	Other Purchased Services			
36130	06/18/21	VERIZON WIRELESS	Verizon shared 6/19-7/18/	255-5-55-30-530.000	55.94	34891	07/09/21
			9882170525	Communications			
29825	06/22/21	VT GAS SYSTEMS	5/20 to 6/18/21	255-5-55-30-621.000	579.49	34900	07/09/21
			21232	Natural Gas/Heating			
17765	06/29/21	WAITE-HEINDEL ENVIRONMENT	Groundwater Investigation	255-5-55-30-330.000	1845.00	34909	07/09/21
			4626	Professional Services			
33850	07/02/21	CENTRAL VERMONT PROPRTIE	ROW 888636	256-5-56-40-441.000	130.00	34811	07/09/21
			9500226769	Rental Land/Buildings			
20470	06/30/21	GLOBAL MONTELLO GROUP	JUNE GAS VILLAGE	256-5-56-40-626.000	44.96	34848	07/09/21
			273950	Gasoline			
36130	06/23/21	VERIZON WIRELESS	pump stations	256-5-56-40-431.000	150.28	34892	07/09/21
			9882652600	R&M Buildings & Grounds			
36130	06/23/21	VERIZON WIRELESS	pump stations	256-5-56-40-434.001	38.71	34892	07/09/21
			9882652600	Susie Wilson PS Costs			
36130	06/23/21	VERIZON WIRELESS	pump stations	256-5-56-40-434.002	38.71	34892	07/09/21
			9882652600	West Street PS Costs			
29825	06/22/21	VT GAS SYSTEMS	5/20 to 6/18/21	256-5-56-40-621.000	46.41	34900	07/09/21
			21232	Natural Gas/Heating			
29825	06/22/21	VT GAS SYSTEMS	5/20 to 6/18/21	256-5-56-40-434.001	38.86	34900	07/09/21
			21232	Susie Wilson PS Costs			
29825	06/22/21	VT GAS SYSTEMS	5/20 to 6/18/21	256-5-56-40-434.002	41.27	34900	07/09/21
			21232	West Street PS Costs			
07305	06/29/21	AIRGAS USA LLC	Pool Chemicals	259-5-30-11-431.000	158.12	34802	07/09/21
			9114963598	R&M Buildings & Grounds			
07305	07/02/21	AIRGAS USA LLC	Pool Chemicals	259-5-30-11-431.000	297.94	34802	07/09/21
			9115007091	R&M Buildings & Grounds			
07305	06/30/21	AIRGAS USA LLC	Pool Chemicals	259-5-30-11-431.000	224.26	34802	07/09/21
			9980488654	R&M Buildings & Grounds			
19815	06/22/21	AMAZON CAPITAL SERVICES	Pool Supplies	259-5-30-11-610.000	9.49	34803	07/09/21
			1F7X3MJQ93JR	General Supplies			
19815	07/04/21	AMAZON CAPITAL SERVICES	Pool Supplies	259-5-30-11-610.000	297.91	34803	07/09/21
			1P7DMYY1PT3F	General Supplies			
19815	07/01/21	AMAZON CAPITAL SERVICES	Pool Adapter Cable	259-5-30-11-610.000	43.99	34803	07/09/21
			1RNKVDJ46XDQ	General Supplies			

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
19815	AMAZON CAPITAL SERVICES	06/26/21	Swim Lesson Supplies 1VLVCLGPXMVM	259-5-30-11-610.000 General Supplies	89.90	34803	07/09/21
19815	AMAZON CAPITAL SERVICES	06/25/21	Pool Supplies 1YHPXQFMRGG3	259-5-30-11-610.000 General Supplies	28.99	34803	07/09/21
25955	AT&T MOBILITY	06/23/21	TOWN CELL PHONE 878149869X07	259-5-30-14-330.000 Professional Services	43.24	34805	07/09/21
20470	GLOBAL MONTELLO GROUP	06/30/21	JUNE GAS VILLAGE 273950	259-5-30-15-626.000 Gasoline	66.29	34848	07/09/21
24855	PETTY CASH - CAITLIN FAY	07/08/21	EJRP Petty Cash FY22 070821D	259-5-30-17-580.000 Travel	37.00	34872	07/09/21
24855	PETTY CASH - CAITLIN FAY	07/08/21	EJRP Petty Cash FY22 070821D	259-5-30-17-610.000 General Supplies	144.24	34872	07/09/21
24855	PETTY CASH - CAITLIN FAY	07/08/21	Petty Cash Reimbursement 070821DA	259-5-30-15-610.000 General Supplies	10.50	34872	07/09/21
10435	SCREENMYLOGO.COM	06/24/21	Pool T-Shirts 062421D	259-5-30-11-610.000 General Supplies	926.50	34877	07/09/21
36130	VERIZON WIRELESS	06/18/21	TOWN CELL PHONE 9882168575	259-5-30-16-610.000 General Supplies	5.49	34890	07/09/21
19370	VT PLASTIC SPECIALTIES IN	06/22/21	Pool Step Sides 58721E	259-5-30-11-431.000 R&M Buildings & Grounds	285.00	34906	07/09/21
Report Total					----- 111333.95 =====		

...

From: Travis Sabataso
Sent: Thursday, June 24, 2021 3:53 PM
To: Town of Essex Town Managers <manager@essex.org>
Subject: Insurance Change

FYI if we want to notify the boards.

We are switching Life/Disability carriers from Lincoln Financial to National Insurance Services of Wisconsin(NIS).

The Village life insurance rates are decreasing as a result of this change from \$.20 per month per \$1,000 of coverage to \$.15 per month per \$1,000 of coverage. The Village STD Rates are decreasing from \$.64 per month per \$10 of weekly benefit to \$.49 per month per \$10 of weekly benefits.

For the Town the Life rates are decreasing from \$.152 per month per \$1,000 of coverage to \$.12 per month per \$1,000 of coverage. The Town STD rates are dropping from \$.464 per month per \$10 of coverage to \$.35 per month per \$10 of coverage. The Town LTD rates are dropping from .392% of Total Covered Payroll per month to .353% of covered payroll per month.

These rates are also now locked for 4 years. I can get an estimate of total savings, but it would take me a bit. Let me know if you want that.

Travis Sabataso

HR Director

Town of Essex/Village of Essex Junction

81 Main Street

Essex Junction, VT 05452

802-857-0113 (Phone)

802-857-0095 (fax)



From: Evan Einhorn

Sent: Tuesday, June 22, 2021 10:35 AM

To: Linda Mahns <lmahns@essexjunction.org>

Subject: RE: Checking in to see about reappointment to Housing Commission

Good afternoon to everyone on the EJ Housing Commission, I have come to the realization that I haven't made much of a contribution serving on the Board so far. I owe it to the Board to give up my seat to someone else who may make more of an impact than I have. I would still like to participate in the meetings however I want to resign my position to somebody who can really make a difference.

Thank you so much for the opportunity and I look forward to staying involved,

Evan Einhorn

From: Andy Champagne

Sent: Wednesday, June 23, 2021 10:14 PM

To: Andrew Brown <abrown@essexjunction.org>; Raj Chawla <RChawla@essexjunction.org>; George Tyler <gtyler@essexjunction.org>; Daniel Kerin <dkerin@essexjunction.org>; Amber Thibeault <AThibeault@essexjunction.org>

Subject: Packet notes

Hi Group,

I noticed you included some google form responses in the meeting notes last night. Curious that they are all positive and the lowest someone put on the scale was a 4... Mine is missing. Mine was a zero. I suspect the reason this is because Andy and his buddies in key positions are trying to skew the view to make separation look a lot better than it actually is.

However, I will say that my receipt email is dated 6/12/2021 and that is outside the date range on my form from 5/27/2021 to 6/7/2021. Then again some of the letters are dated 6/15/2021. At any rate the form was still live and I was able to submit a response.

Now as much as I complain that mine is missing I'm actually kinda happy because all the responses have their email address on them. You really should blank those out at least. Preferably the name and address too. I know the form says it can be public but still blank them out. People may not notice that, I didn't know that until I saw the forms in the meeting notes. There are people out there that can use that information and they would love to have emails, names, that also give addresses too! It's an email phisher's paradise. Not to mention it puts targets on these people. Separation is a really touchy feely issue and now people know who they are, where they live and can send them a bunch of hate mail or they can load their emails up with all companies collecting emails and flood their emails with garbage. They can also go online and subscribe to a bunch of catalogs and junk mail and have it show up to their house.

Thank you for not including my email about separation that I sent in and appears on page 153. I was pleasantly surprised.

Cheers

Andy.

Linda Mahns

From: Google Forms <forms-receipts-noreply@google.com>
Sent: Saturday, June 12, 2021 12:36 PM
To: [REDACTED]
Subject: May 25 Work Session Feedback on Essex Junction Independence



Thanks for filling out [May 25 Work Session Feedback on Essex Junction Independence](#)

Here's what we got from you:

May 25 Work Session Feedback on Essex Junction Independence

This survey will be available from 5/26 through 6/7. This survey is for Village of Essex Junction residents and must include your e-mail, name, and address. Incomplete responses will not be given consideration. Please note: this information will be used to inform the work and discussions of the Trustees. We will not be directly responding to any comments or questions posted below. If you have specific matters you would like a response to, you should e-mail the Trustees directly (<https://www.essexjunction.org/boards/board-of-trustees>). Please be aware that the information provided below could be made public.

Email *

[REDACTED]

Your Name *

Andrew Champagne

Your Address *

[REDACTED]

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

0 1 2 3 4 5 6 7 8 9 10

Very Bad

Excellent

What did you hear that you are excited about?

Nothing

Did you hear anything that you are concerned about?

Spending a ton of time and money on separation and getting no where.

Do you have any comments, feedback, or suggestions?

Don't freaking cut people off who are the only ones talking. Stop being YES people.

Do you have any questions?

Many

[Create your own Google Form](#)

[Report Abuse](#)

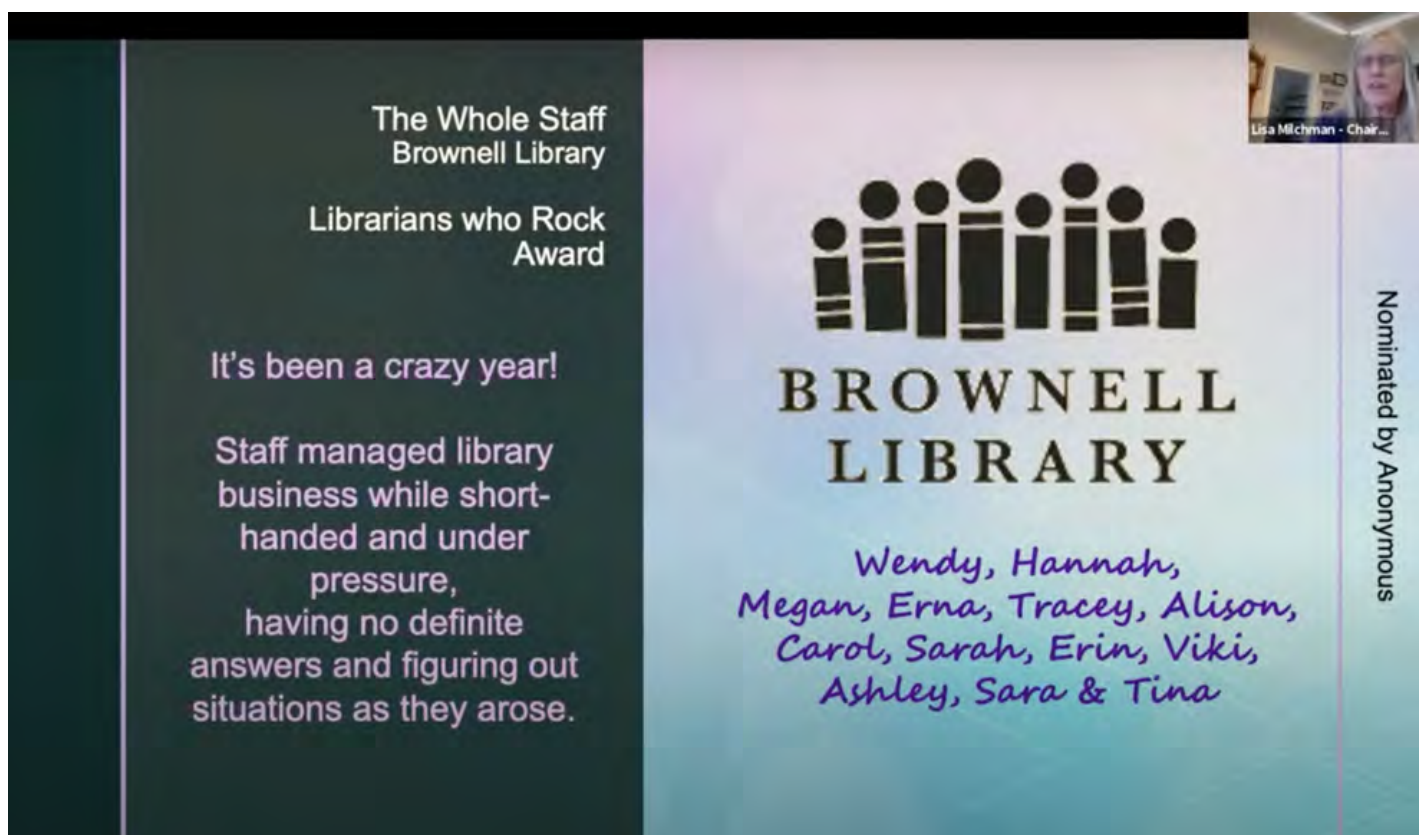
https://www.essexreporter.com/news/brownell-library-staff-receives-recognition-from-vermont-libraries-association/article_097f87ac-d4ef-11eb-957d-efa5dfc836c6.html

NEWS

Brownell Library staff receives recognition from Vermont Libraries Association

BRIDGET HIGDON Staff Writer

Published on Jun 24, 2021



An anonymous patron nominated the entire staff of the Brownell Library for a 2021 Vermont Libraries Association award.

Screenshot Courtesy Vermont Libraries Association / YouTube

The whole staff of the Brownell Library in Essex Junction was recognized recently at the Vermont Library Association's (VLA) annual conference.

Each year, the VLA presents five awards for outstanding service to, and in support of, the state's libraries. This year, the VLA did something a little different. Rather than ask people to nominate for the usual awards, people were invited to name their own awards. The results were entertaining and heartfelt.

The winners were announced during the conference, "Emerging Energized," held online May 25-27 and June 1-2. Watch the awards ceremony recording [here](#).

An anonymous patron nominated the entire staff of Brownell Library for the "Librarians Who Rock" award, VLA Chair Lisa Milchman announced.

"When I was putting this down on the slide, it just seemed that it captured all our libraries, everywhere," she said. "It also reads a bit like a haiku."

Here's what the patron said about the Brownell staff:

"In this crazy year, staff managed library business while shorthanded, under pressure, with no definite answers, figuring out situations as they arose."

The award acknowledges: Director Wendy Hysko, Assistant Director Hannah Tracy, Youth Librarians Megan A. and Erna D., Interlibrary Loan Librarian Tracey D., Circulation Librarian Alison P., Library Assistants Sarah E., Erin E., Viki B. and Tina K.

Written By

Bridget Higdon

Bridget Higdon is a Staff Writer. She was previously the editor-in-chief of The Vermont Cynic, UVM's independent newspaper. She's been published in Seven Days, Editor & Publisher and Vermont Vacation Guide. She likes to cook and explore Vermont by bike.

bhigdon@orourkemediagroup.com |

From: Heidi Clark
Sent: Wednesday, June 23, 2021 3:46 PM
To: Andrew Brown <abrown@essexjunction.org>
Subject: Separation

Hi Andrew

I'm sending this regarding the discussion around sharing police and Rec Dept. My 2 cents? Sharing police is fine. Rec Dept? NO NO NO ABSOLUTELY NOT. There was a vote just a couple of years ago, remember? And just like merger, the village voted yes, while the town voted overwhelmingly no. It's more than clear. THEY. DON'T. WANT. US. Can we just stop now? Separate cleanly and decisively. Thanks for reading.

Heidi Clark

From: J

Sent: Wednesday, June 23, 2021 10:32 PM

To: Andrew Brown <abrown@essexjunction.org>; Raj Chawla <RChawla@essexjunction.org>; George Tyler <gtyler@essexjunction.org>; Daniel Kerin <dkerin@essexjunction.org>; Amber Thibeault <AThibeault@essexjunction.org>

Subject: Sharing of Parks and Recreation - NO

Dear Trustees - I am writing against sharing our Village Parks and Recreation department. This is the ONE true asset that we have and we should not be sharing it when we separate.

Sincerely,

Julie S. Cimonetti
Essex Junction

From: Tim Miller

Sent: Tuesday, June 22, 2021 7:20 PM

To: Andrew Brown <abrown@essexjunction.org>; Raj Chawla <RChawla@essexjunction.org>; George Tyler <gtyler@essexjunction.org>; Daniel Kerin <dkerin@essexjunction.org>; Amber Thibeault <AThibeault@essexjunction.org>

Subject: Sharing of Rec

Trustees,

I'm writing to express my utter disgust in the continued talk of sharing of the recreation departments in the separation process.

I ask you all to hear the people that have lead you to this point. Realize that sharing EJP and it's services is NOT something we as village residents are interested in.

I was asked to help by the citizen outreach board, talk to my neighbors and make sure they understand what separation would look like and to seek input/feedback. More than 75% of the conversations I've had to date, the hang up has been over the continued talk about recreation sharing. I can not continue to help push a plan I don't agree with. If shared rec continues to be a pushed point, I will have to resign from the outreach as I can not in good faith, help sell a plan, I myself am not 100% behind.

PLEASE, NOW! Stop the conversations around shared recreation departments.

The vote to merge from outside the village was overwhelmingly, No! Don't share our crown jewel after this strong rebuke.

Thank you for your time.

Tim Miller
Essex Junction

From: Peter Firkey
Sent: Sunday, June 27, 2021 4:12 PM
To: Village of Essex Trustees <Trustees@essexjunction.org>
Subject: Essex Junction Independence

Dear Board of Trustees -

I am highly in favor of independence and creating a city, but I'm NOT in favor of the proposed name. I strongly encourage consideration of "City of Essex" as the official name.

"Junction" is an outdated term applied by the railroad to the village of Essex. "Junction" is no longer appropriate in my opinion. In fact, we officially refer to Essex Junction as the "Village of Essex", not Essex Junction. So, why not drop the "Village" and add "City"?

I appreciate your consideration.

Peter Firkey
Village of Essex

From: Steve and Cathy Eustis

Sent: Wednesday, July 7, 2021 9:25 PM

To: Andrew Brown <abrown@essexjunction.org>; Evan Teich <eteich@essex.org>; Raj Chawla <RChawla@essexjunction.org>; George Tyler <gt Tyler@essexjunction.org>; Daniel Kerin <dkerin@essexjunction.org>; Amber Thibeault <AThibeault@essexjunction.org>

Subject: Old Colchester Road recreation Facility

Trustees,

I volunteer to help the EHS Labor Day cross country race by doing trail maintenance on the course at the Recreational Facility on Old Colchester Road (old tree farm). I have walked and run on the trails other times. I've never had a problem going to the site through 2019. When I went this year the place was locked up tight. I tried again and there was a soccer person there who said the facility is only open when soccer is in progress. When I was on the Board of Trustees and involved in getting this gem for recreation for the village/town, it was supposed to be for all to enjoy, not just soccer. Why can't someone check on the place once in a while through the day (police driving by on rounds, etc.) so that it can be open during the daytime for people to enjoy walks, runs, and more on the trails and open space there? It seems like we handed over a public park to a private company and they lock most users out. This doesn't seem fair.

I mentioned this to Brad Luck last week and he encouraged me to write the Board. Apparently the contract is up for renewal and the Recreation Department is advising the lease be cancelled and the Recreation Department be in charge of the facility to the benefit of everyone and not just soccer players.

I'd be happy to make a statement in a public meeting if you would like.

Thanks!

--Steve Eustis

Linda Mahns

From: Christopher Parker <civicrm@railvermont.org>
Sent: Sunday, June 27, 2021 1:20 PM
To: Village of Essex Administration
Subject: News from Vermont Rail Council

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

[Unsubscribe](#)



Hello Village of Essex Junction

I always learn something at rail council. Last Thursday, the Vermont Rail Council met and heard updates from VTrans on the resumption of the Vermonter, extension of the Ethan Allen to Burlington, resumption of trains to Montreal and the state's ongoing investment in its rail network.

Council member and longtime rail advocate and rail tour operator **Carl Fowler** provided this summary and I thought you'd like to see it:

The first in-person (as opposed to just via the web) meeting of the Vermont Rail Advisory Council since December of 2019 took place last Thursday in Barre, VT. VTRANS (the Vermont Agency of Transportation) had lots of very positive news to present. NB: I am a member of the Rail Council and in that capacity provided them with suggestions on the new ETHAN ALLEN extension schedule shown below). I'll try to group this by subjects:

ETHAN ALLEN EXPRESS to Burlington:

The construction of the new station platforms at Middlebury and Burlington is underway and both should be completed by the autumn of 2021. At Burlington the track-level of the landmark Burlington Union Station will provide a (grand) waiting room, but sadly the town of Middlebury decided against building an enclosed waiting area--at least initially, although there will be a platform canopy. The location is just across the tracks from the historic Rutland RR Middlebury depot--but it is now a private business and can not be used--alas. Also still needed, just before opening the extension, is a track/ballast surfacing and general inspection of the rebuilt former Rutland RR/VRS mainline--a routine project that should not be an issue unless unknown defect(s) are found.

VTRANS still must do **two large-scale projects**--the installation of a new mainline **passing track at Pittsford**. This allows Vermont Rail System (VRS) unimpeded access to make up trains out of the way of passenger service, for its largest freight customer--the OMYA marble works---without blocking the mainline). Also we must complete the reconfiguration of the Burlington Yards to permit the installation of an overnight storage track for the train. These projects are scheduled for later this year--but may be impacted indirectly by supply-chain problems triggered by the pandemic. We expect to receive a Mainline Track Exemption for not having signals/PTC momentarily for this line.

The **Burlington yards** reconfiguration needs five #8 hand-thrown switches to move forward (four tracks will be shifted away from the lake-shore to allow the Amtrak storage track to be installed). The problem here is with obtaining the switches. There is a back-log for this equipment that could mean a **six month "back order"**--as so many railroads are ordering track materials for projects postponed during the COVID tragedy. So for example--if the work order was issued in July delivery could be around the end of the year--but major construction in Vermont can't happen over frozen (and snow-covered) ground--so that could delay the installation to the spring of 2022. In turn that would mean EA **service to Burlington would be delayed to some point later in 2022**. This is clearly NOT VTRANS fault and alas falls into the category of what will be will be will be, to quote Doris Day!

The new **"full-service to Burlington" schedule** was outlined. Note that VTRANS was constrained in constructing this timetable by the legal need to provide no less than nine hours of crew rest-time in Burlington each night. Truthfully at least 10-11 hours is needed to account for possible delays south of BTV and to permit minor coach/engine repairs during the layover if required). Vermont also wanted to preserve the popular mid-afternoon departure from New York. Here's the outline of the new schedule. (Stops south of Rutland will remain as at present. On the north-end trains will serve Burlington, Vergennes, and Middlebury as new stops). Times will be the same seven days per week.
Southbound Lv Burlington 1015AM, Lv. Rutland 1225PM, Ar. New York 550PM.
Northbound Lv. NYP 221PM, Lv. Rutland 746PM, Ar. BTV 955PM.

Regrettably this schedule vacates our current status as the first train of the day from Fort Edward (Glens Falls/Lake George) and Saratoga to New York, but it provides connections without an all-day layover at Albany, in both directions to/from the LAKESHORE LIMITED). Hopefully New York state will extend an Albany--New York train to begin/end at Saratoga and serve as the early AM service from north of Albany to New York. Such a train could also test the market for a commuter-focused schedule into Albany. It is very unfortunate that even with the current ETHAN ALLEN times there is no early morning service from west of Albany to New York for EMPIRE CORRIDOR riders.

The greatest advantage of the new southbound pattern for the ETHAN ALLEN will come later. A 1015AM train south out of Burlington would be a roughly 730--800AM train south out of Montreal. There is a long-established demand from Canadians for direct service to Burlington from Montreal. The VERMONTER can not really fill this, as its Essex Jct. stop is 8 miles (and a half-hour by bus) away from the center of Burlington. Critical to permitting this in the future is completing the Canadian border--Montreal project, which sadly remains in pandemic limbo, and the renovation of the 7.86 mile Burlington--Essex Jct. branch of the New England Central RR (NECR), which is in the new Five Year Vermont Rail Plan. Operational Note: To avoid the need to wye the train at Rutland the ETHAN ALLEN will run with "top and tailed" engines (or an engine/cab unit) between Burlington and Albany (a bi-modal unit will be used ALB/NYP). This saves 20 minutes in dwell time at Rutland needed to go around the slow wye track accessed through the Rutland freight yards.

VERMONTER/ETHAN ALLEN service resumes July 19.:

In conjunction with the festivities for the return of Amtrak to Vermont there are **celebrations expected at every station** about 30 minutes prior to the arrival of the southbound trains on July 19 and a special **gathering of supporters and legislators at St. Albans** about an hour before departure that day.

In addition there is a special fare promotion about to be posted for trips on that day only. You can travel by coach between any two stations in Vermont (only) for \$1.00 each way. This means--for example--a round-trip from St. Albans to Brattleboro on July 19 would be only \$2.00. This will require the use of a special fare code--which should be announced in the week of July 4. To go beyond the border of Vermont regular fares apply.

During the long VERMONTER hiatus vandals broke the bay windows at the Essex Jct. station and sprayed the temporary plywood put over that damage with graffiti. The NECR promises this will be repaired before the July 19 runs. More significantly later this summer

the NECR will be doing track geometry work at ESX (raising the grade slightly to improve the junction with the branch to Burlington) and finally the platform at Essex Jct will be resurfaced and brought into compliance with the 8 inches above the rail-head contemporary low-level platform design standard. ADA improvements on the station rest-room will also be made. Longer-term a \$3,000,000 appropriation (or earmark) has been requested for inclusion in the 2022 Amtrak appropriation to completely redesign Vermont's busiest station with a sheltered canopy and a much-enlarged waiting room.

Status of Vermont Amtrak to **Montreal extension**:

This was not a formal agenda item. I get frequent questions, however, on this topic. This summarizes what I've learned about the project from conversations with state, Amtrak and advocacy sources over the past year.

As noted above there is nothing new (alas) to report on the project to reconnect the VERMONTNER from St. Albans to Montreal. A change of governments in Quebec has resulted in yet another review of the design of the Customs/Immigration facility to be built in Central Station--and so far there have been no further discussions with the CN regarding their wants (demands) for improvements north of the border. We know already that the bridge over the Richlieu River needs upgrades for freight as well as passenger use. The similar bridge within Vermont was already automated and upgraded under an Obama-era grant.

This project is projected in the Five Year Vermont Rail Plan to ultimately more than double pre-pandemic ridership on the VERMONTNER under the least optimistic projection and to raise it nearly four fold under the best case scenario--and that for only the one daily train. Double daily service (resuming an overnight night run as well as a day-train) creates a 4x+ ridership increase under the lowest level projection. (All estimates are for ridership extended out to 2040).

All of the treaty work between the US/Canada is done--but sadly this project seems to be caught--like VIA Rail's "higher speed" dreams--in a trap of endless studies (and redos of those studies) of the Montreal station design. Hopefully the log-jam can be broken soon. The Biden Amtrak appropriation (infrastructure) parameters should make funding this needed work much easier--but there can be no budget nor funding until the endless waffling about how to configure the Montreal station is completed and until negotiations to gain track access and required upgrades with the CN are done. Former VTRANS Secretary Brian Searles remains as our representative in these negotiations. The border remains closed until July 21. Hopefully he will be able to make an early crossing thereafter to resume these talks. Both sides have everything to gain from getting this done!

Freight topics.

The state-owned/VRS operated **Montpelier/Barre branch has a new alignment on the north side of the Winooski River between Montpelier and Barre**--utilizing what once was the Central Vermont route. This notably is also shared with a new bike/walking path--once again demonstrating that trains and bikes can share an alignment. The new route bypasses two weight-restricted bridges and is part of an effort to bring this granite-hauling route up to the modern 286K weight standard for freight cars.

Interestingly the existing tracks on the south side of the river will also be retained--creating in effect a short stretch of double track. However the primary use of the existing line is expected to be for train-staging. Between Barre and the granite quarries this line is so steep that there is still a switchback incorporated into the mainline and no long freights can be moved in a single train-set up the hill. Instead trains are shortened to "double the hill".

Finally a positive observation about bridges in Vermont. Of over 170 bridges that VTRANS must maintain on its directly-owned lines, **only 18 bridges now do not meet the 286K freight-car weight standard** and more of those are to be upgraded this summer/fall.

All in all a great--positive meeting. The next Rail Council session will be on September 23, 2021.

Shared with permission from Carl Fowler. Thanks, Carl!

Wishing you the best as always,

Christopher Parker
Executive Director

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Vermont Rail Action Network

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Selectboard & Trustee Shared Projects. Prioritized List from 6/5/2021 Strategic Planning Session

Key:	
Legal / External Drivers	
Delegate to Staff (Staff develops recommendations; Boards consult / inform)	
Boards have more agency / flexibility - Internal Drivers	
Immediate (3-month timeframe)	
Evaluation & Supervision of Unified Manager	
Tree Farm	Scope of Work for this item - A decision is needed: Do we continue the contract with the Tree Farm Mngmt Group or take over contract ourselves?
Local Options Tax	This is linked to Cannabis - to be considered together. May feel differently about Cannabis sales if knew how tax/revenue might be used
Racial Equity (Diversity, Equity & Inclusion Work)	As with so many tasks, be sure not to get too far ahead without public input. Would be helpful to define benchmarks for short / mid / long term work. Create rubric / metric by which initiatives/projects are assessed
Planning for ARPA Dollars	
Agreement between Boards about how to pursue Separation	
Police - Policy & Oversight Role	note: slightly higher priority for trustees
Tax Equity (timebound if want in the budget)	note: this topic may need more definition – name the scope of work
Cannabis	see notes for "Local Options Tax" note: time constraint
Next Phase (3-6 month timeframe)	
Existing MOU's	What is the mechanism for the Boards to routinely reviewing this [various MOU's]? Need short list of the Questions/Issues for boards to jointly discuss. Have staff do a review - curate short list of decisions needed
Restore trust among board / public with different communication and feedback methods	
Joint Housing Commission (Affordability of housing)	
Capitol Planning / Fund Sharing	
Less Immediate (6+ month time frame)	
Energy Conservation / Climate Change Initiatives (getting municipality on carbon neutral path)	May create a matrix / rubric by which to assess new initiatives note: slightly higher priority for selectboard (?)
Expand / Rework Committees (use RACI matrix)	
Indoor Recreation Facilities	
Increasing Communication between Boards, Committees & Work Groups	note: may be a slightly higher priority for selectboard
Intersection of health & municipal services	Needs more definition. Need to define the scope of work for this item. Are there ways to build this into the lens / assessment / rubric that is routinely used? I.e. is this a livable/workable community?
Jobs / Economic Develop. & Stability	
Village Separation Vote for 11/2021 & all things necessary to get separation charter & plan	Note: preparing charter not a shared / joint board task. Agreement between boards about pursuing separation noted above; this item belongs to Village Trustees.
Budgeting / Planning for Separation	Police Note: not included on the Shared / Joint Board Word Doc

Memorandum

To: Board of Trustees; Evan Teich, Unified Manager
Cc: Marguerite Ladd, Assistant Manager; Linda Mahns, Administrative Assistant
From: Greg Duggan, Deputy Manager
Re: Upcoming joint meetings of Selectboard and Trustees
Date: July 9, 2021

Issue

The issue is to inform the Trustees about upcoming joint meetings with the Essex Selectboard.

Discussion

Following a poll of board members, the following joint meetings of the Trustees and Selectboard have been added to the upcoming meeting schedule:

Monday, July 19
Monday, Aug. 23
Monday, Sept. 20
Tuesday, Oct. 19
Monday, Nov. 22
Monday, Dec. 13

Trustee President Andrew Brown has also requested that the following dates be included on the joint meeting schedule, based on availability of board members:

Monday, July 26
Monday, Sept. 27
Monday, Oct. 25

The Selectboard on July 12 will discuss the possibility of adding the three additional meetings.

Cost

n/a

Recommendation

This memo is informational.

MEETING SCHEDULES

07/09/2021

TOWN SELECTBOARD MEETINGS 	VILLAGE TRUSTEES MEETINGS 
July 12, 2021 – 6:30 PM	SB Regular -- Cathy
July 13, 2021 – 6:30 PM	VB Regular -- Amy
July 19, 2021 – 6:30 PM	JB Special - Cathy
July 26, 2021 – 6:30 PM	JB Special -
August 2, 2021—6:30 PM	SB Regular -- Cathy
August 10, 2021—6:30 PM	VB Regular -- Amy
August 17, 2021—6:30 PM	SB Regular – Cathy
August 23, 2021—6:30 PM	JB Special - Darby
August 24, 2021—6:30 PM	VB Regular -- Amy
September 13, 2021—6:30 PM	SB Regular -- Cathy
September 14, 2021—6:30 PM	VB Regular – Darby
September 20, 2021—6:30 PM	JB Special - Cathy
September 27, 2021—6:30 PM	
October 4, 2021—6:30 PM	SB Regular – Darby
October 12, 2021—6:30 PM	VB Regular --
October 18, 2021—6:30 PM	SB Regular -- Cathy
October 19, 2021—6:30 PM	JB Special - Darby
October 25, 2021—6:30 PM	JB Special -
October 26, 2021—6:30 PM	VB Regular --
November 1, 2021—6:30 PM	SB Regular – Amy
November 2, 2021 – 8:30 AM	VB All day budget workshop – Darby
November 9, 2021 – 8:00 AM	SB All day budget workshop --
November 9, 2021—6:30 PM	VB Regular – Cathy
November 15, 2021—6:30 PM	SB Regular -- Darby
November 22, 2021—6:30 PM	JB Special - Amy
November 23, 2021—6:30 PM	VB Regular – Darby
December 6, 2021—6:30 PM	SB Regular -- Cathy
December 13, 2021—6:30 PM	JB Special

December 14, 2021—6:30 PM	VB Regular -- Amy
December 20, 2021—6:30 PM	SB Regular – Cathy
December 21, 2021—6:30 PM	VB Regular -- Amy
January 3, 2022—6:30 PM	SB Regular -- Amy
January 11, 2022—6:30 PM	VB Regular – Darby
January 18, 2022—6:30 PM	SB Regular
January 25, 2022—6:30 PM	VB Regular -- Cathy
February 7, 2022—6:30 PM	SB Regular
February 8, 2022—6:30 PM	VB Regular
February 22, 2022—6:30 PM	VB Regular -- Cathy
February 23, 2022—6:30 PM	SB Regular meeting
February 28, 2022—6:30 PM	Town Informational hearing
March 7, 2022—6:30 PM	SB Regular
March 8, 2022—6:30 PM	VB Regular
March 21, 2022—6:30 PM	SB Regular
March 22, 2022—6:30 PM	VB Regular -- Cathy
April 4, 2022—6:30 PM	SB Regular
April 6, 2022 – 7:00 PM	Village Informational hearing -- Cathy
April 13, 2022—6:30 PM	VB Regular