

VILLAGE OF ESSEX JUNCTION  
TRUSTEES  
REGULAR MEETING AGENDA

Online & 2 Lincoln St.  
Essex Junction, VT 05452  
Tuesday, July 27, 2021  
6:30 PM

E-mail: [manager@essexjunction.org](mailto:manager@essexjunction.org)

[www.essexjunction.org](http://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: 240 069 884#
- **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/TURN OFF VIDEO:** 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. Consider approval of request for bids for the purchase of two buses for EJRP
  - c. Consider approval of Village tax rates for FY22 (July 1, 2021 – June 30, 2022)
  - d. Consider revision to FY22 Sanitation Capital Fund Budget to replace pickup truck
  - e. Discuss update on refuse collection times
6. **CONSENT ITEMS**
  - a. Approve minutes: July 13, 2021
  - b. Approve Check Warrant #17260—07/16/2021
7. **READING FILE**
  - a. Board member comments
  - b. Email from Carole Harvey re: Indian Brook
  - c. FY21 Quarterly Status Financial Report- preliminary
  - d. Emails from Chelsea Mandigo and Jim Jutras re: Municipal Assistance Grants in Aid: Village of Essex Junction participant in the amount of \$4,500.00
  - e. Work Plan for Compliance Well Testing for PFAS, Essex Jt. Biosolids Land App Sites, SW-124
  - f. Essex Junction Amtrak Event July 19, 2021
  - g. 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
9. **ADJOURN**

*Members of the public are encouraged to speak during the Public to Be Heard agenda item, during a Public Hearing, or, when recognized by the Chair or President, during consideration of a specific agenda item. The public will not be permitted to participate when a motion is being discussed except when specifically requested by the Chair or President. This agenda is available in alternative formats upon request. Meetings, like all programs and activities of the Village of Essex Junction and the Town of Essex, are accessible to people with disabilities. For information on accessibility or this agenda, call the Unified Manager's office at 878-1341 TTY: 7-1-1 or (800) 253-0191.*

Certification: 7/23/2021

## Memo

To: Village Trustees

From: Brad Luck, Director, EJRP

Date: July 21, 2021

Re: July 27 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. City Committees and Commissions
- B. Intergovernmental and Health & Human Services
- C. Proposals for contracts with Town of Essex
- D. Org Chart
- E. Charter
- F. Meetings and timeline review

#### A. City Committees and Commissions

The Trustees should review the committees and commissions list and discuss which committees and commissions they envision having for the City.

#### B. Intergovernmental and Health & Human Services

The Trustees should review the intergovernmental and health & human services information and discuss their desired relationships for the City.

#### C. Proposals for contracts with Town of Essex

The Trustees have not had the opportunity to debrief the 7/19 joint meeting with the Selectboard where the 12 proposals for contracts with the Town of Essex were first discussed. The Trustees should discuss the meeting and proposals, and identify next steps.

D. Org Chart

A new organizational chart is attached for review. Based on the Trustees current proposals related to independence, there are four new positions to be hired and a new IT contract. The new positions include: City Manager, HR Director/Assistant Manager, Assessor, and Assistant Clerk/Office Coordinator.

E. Charter

The current draft charter is attached. Items that have changed since the last discussion are highlighted in green and areas up for discussion are in blue. The Trustees should review the charter and discuss next steps.

F. Meetings and Timeline Review

The Trustees should review the upcoming meeting schedule and timeline detail for discussion.

Attachments

- Work session feedback – (1) from 7/13
- Committees and commissions list
- Intergovernmental and health and human services
- Org chart
- Current DRAFT Charter
- Meeting schedule
- Timeline detail

# July 13 Work Session Feedback on Essex Junction Independence

This survey will be available from 7/14 through 7/27.

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 \*

.....

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	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Excellent

What did you hear that you are excited about?

Actively moving forward in positive direction.

Did you hear anything that you are concerned about?

Do you have any comments, feedback, or suggestions?

I thank you for keeping the discussions open whenever possible. Executive sessions are sometimes necessary but should be minimized to keep the process transparent.

Do you have any questions?

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

Google Forms

## City Committees and Commissions

### Village - Current

- Bike/Walk Advisory Committee
- Capital Program Review Committee
- Tree Advisory Committee

### Joint with Town of Essex - Current

- Housing Commission

### Other Communities

- Arts Committee
- Cemetery Commission
- Climate Committee
- Committee on Racial Equity & Inclusion
- Conservation & Trails Committee
- Downtown District Committee
- Economic Development Commission
- Energy Committee
- Police Advisory Committee
- Recreation & Parks Advisory Board

### Will have:

- Board of Civil Authority
- Board of Abatement of Taxes
- Brownell Library Trustees
- City Council
- Development Review Board
- Joint Stormwater Coordinating Committee (with Town of Essex)
- Planning Commission
- Tri Town Sewer Committee (with Town of Essex and Williston)

**Intergovernmental and Health & Human Services**

Intergovernmental Organizations	Village budget FY22	Town budget FY22
Essex Rescue	\$ 1,500	\$ 76,300
Essex Junction Cemetery Association	\$ -	\$ 5,000
Lake Champlain Regional Chamber of Commerce	\$ 850	\$ 1,070
Greater Burlington Industrial Corporation (GBIC)	\$ 500	\$ 7,000
Chittenden County Regional Planning Commission (CCRPC)	\$ 6,400	\$ 24,486
Green Mountain Transit	\$ -	\$ 290,392
County Tax	\$ -	\$ 125,835
Winooski Valley Park District	\$ -	\$ 61,530
Human Service Grants	\$ -	\$ 159,261

**Will continue to have a seat:**

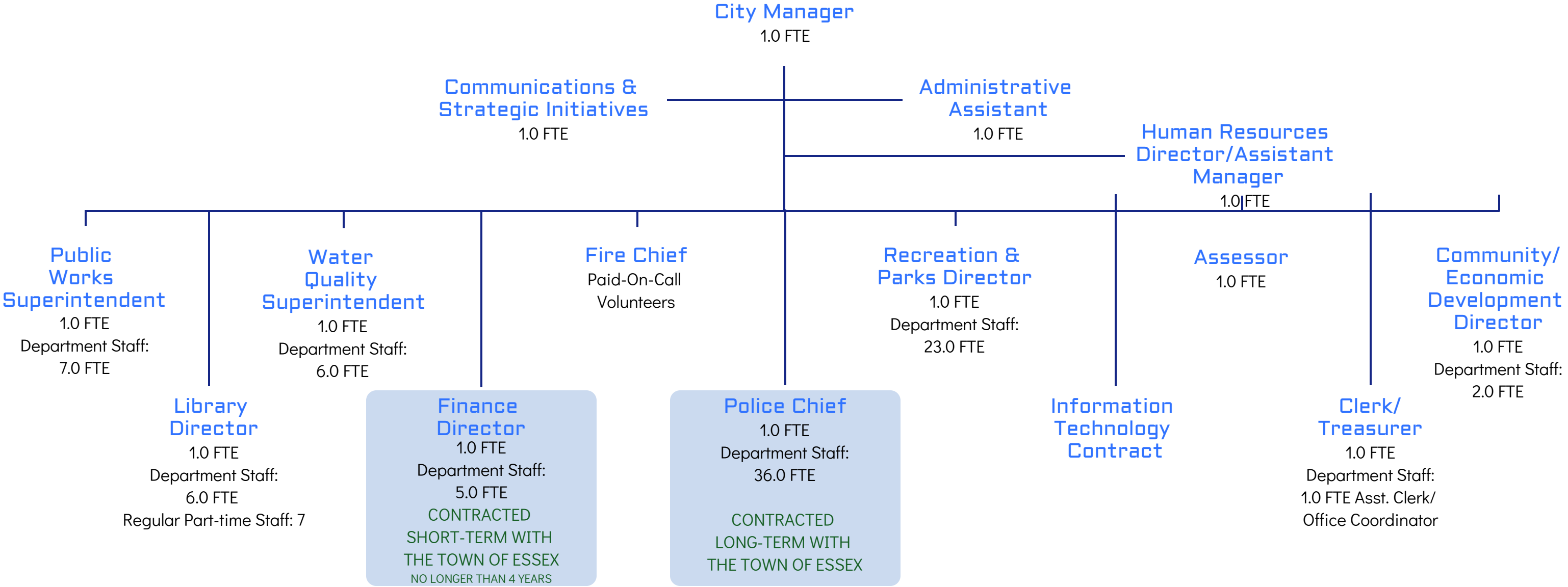
- CCTV Rep
- Chittenden Solid Waste District (CSWD)
- Chittenden County Regional Planning Commission (CCRPC)
- Chittenden County Metropolitan Planning Organization (CCMPO)
- Champlain Water District (CWD)

**Do not currently have a Village seat:**

- Green Mountain Transit
- Winooski Valley Park District

EXAMPLE

Organizational Chart  
City of Essex Junction



New Hires/Contracts Related to Independence:

- City Manager
- HR Director/Assistant Manager
- Assistant Clerk/Office Coordinator
- Assessor
- Information Technology Provider Contract

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 on July 1 following approval of the Charter by the Legislature and end no later than 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 throughout the transition period, 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 for the Town of Essex municipal operations 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) When the Charter becomes effective and the City of Essex Junction is established on July 1, following approval of the Charter by the Legislature, all members of the Village Board of Trustees shall become members the City Council and shall continue to serve in their capacity and shall serve out their elected term. The president, vice president and clerk of the Council shall continue to serve in their capacities until the board re-organizes pursuant to section § 304(a) of this Charter.
- (b) The Councilors shall warn and hold meetings as appropriate. The Councilors 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) 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. **Except as provided in Sections 102 above,** 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 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.

### §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) **Appoint or remove the City Clerk, which power may be delegated to the City Manager by the City Council.**
  - (4) Provide for an independent audit by a certified public accountant.
  - (5) Inquire into the conduct of any officer, commission, or department and investigate any and all municipal affairs.

- (6) 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 president of the Council or in the president's absence, the vice president, 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 compensation or a portion of it.

(b) The Council shall fix the compensation of all appointees and the City Manager. The Council shall review, approve, and ratify any collective bargaining agreements, which may be negotiated or fixed by the Manager or their designee.

#### § 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.
- (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 a 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.
- (m) The Manager shall fix the compensation of City employees.

#### § 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.

#### § 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.

## 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.
Joint Meeting CANCELED	26-Jul	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, organization, budget review for alignment with community.
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
Joint Meeting	20-Sep	Joint board meeting with Selectboard.
ADDED Public Hearing	25-Sep	First public hearing (between 9/25-10/3 – at least 30 days before vote). VILLAGE SUMMIT: Community conversations, charter, organization, and budget. Resident feedback opportunity.
Joint Meeting	27-Sep	Joint board meeting with Selectboard.  Trustees: discuss public hearing/summit feedback. Approve warning of charter vote for November 2 (warned between 9/23-10/3)
28-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)

Joint Meeting	19-Oct	Joint board meeting with Selectboard.
Joint Meeting	25-Oct	Joint board meeting with Selectboard.
Trustees Meeting	26-Oct	No work session on Essex Junction Independence.
Trustees Meeting	2-Nov	Vote. TRUSTEES BUDGET WORKSHOP DAY.

# Charter to City

## *Timeline Detail*

November 2021

Charter vote

November 2021 - April 2022

FY23 Village and Town budget developed and vote

January – May 2022

Charter goes through legislature and signed into law

July 1, 2022 – June 30, 2023

City hires City Manager

- City Manager assumes oversight of:
  - Brownell Library
  - Community Development
  - EJRP
  - Human Resources (new, City only)
  - Fire
  - Wastewater
- Consolidated Manager stays in place through 6/30/23. Has oversight of:
  - Assessor
  - Information Technology Director
  - Clerk/Treasurer
  - Police
  - Public Works
- The City Manager and Consolidated Manager share oversight of:
  - Assistant to the Manager
  - Administrative Assistant
  - Finance Director
- City Manager hires Human Resources (HR) Director/Assistant Manager
- HR Director gradually assumes Village/City responsibilities
- Manager/HR Director/Finance build FY24 Budget
- Manager/HR Director map out & execute hiring plan for city positions to start in time for city to be effective 7/1/23
  - Assessor
  - Assistant Clerk/Office Coordinator
- 2 Lincon renovations take place
- IT contract initiated
- IT Infrastructure put in place

July 1, 2023

- City Offices fully open at 2 Lincoln
- Consolidated services end except for contracted services

## Memo

To: Village Trustees

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

Date: July 21, 2021

Re: Executive Session

If the Trustees want to discuss their negotiation strategy in executive session related to contracts with the Town of Essex and the future City of Essex Junction, the following are the recommended motions:

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, Municipal Manager, Assistant Manager, and Essex Junction Recreation & Parks Director."

## MEMO

To: Village Trustees

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

Date: July 21, 2021

Re: Purchasing of new 48-passenger bus

### Summary

EJRP would like to purchase a new 48-passenger school or multi-function activity bus to use for transporting licensed childcare children. Adding a bus comes with added liability. The Trustees should discuss if Village is willing to take on this additional risk.

### New Bus Rationale

By having our own buses, we have greater flexibility in use and are not limited to availability of a contracted service. The primary purpose of this bus will be to transport students from Essex Elementary to Maple Street Park each school day. The EES program had a waitlist of more than 25 kids. In order to accommodate everyone, we moved the kindergarteners to Maple Street. Already enrolled families had the option to opt in or stay at EES. Kids will be bused to Maple Street at dismissal and families have the option to pick up at Maple Street by 5:30p.m. or have students return to EES for 6:00p.m. Similarly, in the Village, we bus kindergarteners from Summit and Hiawatha to Maple Street each day to free up capacity at the schools.

The bus would also be used for field trips for after-school programs, vacation camps, and summer day camps. Assuming we like this bus, we envision potentially getting a second so that our Village kindergarteners can all fit on one bus, instead of operating two. This would then free up the current buses for more after school enrichment opportunities.

The anticipated cost to purchase a bus of this size is \$75K-\$90K. The bus will be paid for out of the Program Fund and funds are in the current budget. We plan to pay for the bus over the next five years. This is how we paid for the other two buses. The cost to contract this service, assuming they could provide it daily for the school year, would be approximately \$150/day x 177 school days = \$26,550 per school year.

### Insurance & Liability

Below is an exchange between Sarah and VLCT regarding the notion of purchasing two school buses.

As you will read, earlier this year we were discussing purchasing two full-size school buses. Full size buses are 40' long and have a 78-person capacity. The full-size bus requires a class B license, which our current personnel do not have. What we are now talking about is one 30' bus with a 48-person capacity. This size bus is 6' longer and has 18-additional capacity compared to the two buses that we currently operate. The bus we would like to purchase requires a class C license, which 7 of our staff currently have.

As you will read, they recommend contracting bus services to reduce exposure in the event of a severe accident. Additionally, they provide some best practices to control loss exposure. These best practices are incorporated into our existing Bus Protocols.

EJRP already has a 28-passenger and 30-passenger bus that we have been using for the past six years. The Town has two senior vans that it operates. The notion of mass transportation and ownership by the municipality already exists. EJRP has 7 employees who hold their CDL with a school bus endorsement. The notion of having, hiring, and managing employees who have this credential is not new. Beyond recreation, many public works employees are also CDL certified and a part of a drug screening process.

The Village already takes on many exposures through recreation – preschool, childcare, two activity buses, two pools, a bike park, a skatepark. We do not see the addition of a 48-passenger bus as a significant change to existing practices. School buses themselves are safe and the best practices outlined by VLCT are already adhered to.

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**From:** Sarah Macy <[SMacy@ESSEX.ORG](mailto:SMacy@ESSEX.ORG)>  
**Sent:** Wednesday, March 10, 2021 11:11 AM  
**To:** VLCT <[info@vlct.org](mailto:info@vlct.org)>  
**Subject:** Liability Question - Essex Village

Good morning,

Essex Junction Recreation and Parks is putting together a proposal for us to purchase two school buses that would be owned and operated by employees instead of contracting with a transportation company. We are interested in learning about the insurance impacts of making this change.

Happy to provide more specifics if needed.

Thanks!  
Sarah

**Sarah Macy, CPFO**  
Finance Director  
Town of Essex | Village of Essex Junction  
(802) 878-1359  
[smacy@essex.org](mailto:smacy@essex.org)

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Hi Sarah,

With reference to the buses, if the Village were to purchase them for the Rec Department, the annual cost to insure each bus would be roughly \$1,112 per bus. Keep in mind that the potential for an expensive loss on a passenger bus is high. If there is a severe accident, that could adversely affect your experience mod which would ultimately increase your contributions for several years before the claim drops off your experience rating. For this reason, we are definitely in favor of transferring the risk to a contractor. However, if you do purchase the buses, let me know and we will get them on the schedule.

I have copied Jim Carrien in Loss Control so he is aware of this potential exposure and he can advise from a Risk Management perspective.

Thanks, Sarah and have a great, sunny afternoon!

Vicky

Vicky Abare, AINS, AU  
Senior Underwriter  
Vermont League of Cities & Towns

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Hi Sarah,

As Vicky mentioned, operating a fleet of busses (albeit only two buses) to transport children or adults is a risky proposition. Best practice is to hire a qualified vendor that has the appropriate liability coverages, driver training and certification, and employs hiring practice to control the risk.

If you remember, there was a period of time when the Town had significant adverse loss history surrounding the use of Senior Vans. I'm not exactly sure what caused the losses to subside, but it may be good to look at those reasons before making the purchase of two buses. Are you still using volunteers, have hired employees to operate these, or are you contracting this out?

If you do go ahead with the purchase, you'll want to implement best practices to control this loss exposure. Here are some best practices to consider:

1. Driver selection and qualification –
  - a. Valid commercial driver's license with school bus endorsement
  - b. Satisfactory physical evaluation conducted by a licensed physician (including vision and hearing screening).
  - c. Satisfactory pre-employment drug test
  - d. Satisfactory 3-year motor vehicle record check
  - e. Satisfactory criminal background check (if transporting vulnerable populations)
  - f. Check previous/current employer references to ensure prior experience meets your expectations.
2. Perform and document pre-trip and post trip safety inspections.
3. Develop an emergency response/evacuation plan.
4. Provide annual training for operators. This training should include implementation of the emergency response plan.
5. Periodically evaluate the performance of the driver.
6. Perform random drug and alcohol testing.

The goal here is to be proactive in preventing losses. If there are questions, I'd be happy to discuss this further.

Thanks,

**Jim Carrien**  
**Loss Control Supervisor**  
89 Main Street, Suite 4  
Montpelier, VT 05602-2948  
802-262-1946  
[vlct.org](http://vlct.org)

**Recommendation**

It is recommended that the Trustees consider whether or not they approve EJRP purchasing a 48-passenger bus.

## Memorandum

To: Village of Essex Junction Trustees, Evan Teich, Unified Manager  
From: Sarah Macy, Finance Director  
Re: FY22 Tax Rates – Village  
Date: July 27, 2021



### Issue:

The issue is setting the Village tax rates for FY22 (July 1, 2021 – June 30, 2022).

### Discussion:

The FY22 tax rates have been calculated based upon the 2021 grand list after assessor appeals. The grand list figures as compared to last year are as follows:

	<u>2021 Grand List</u>	<u>2020 Grand List</u>	<u>\$ Change</u>	<u>% Change</u>
<b>Village</b>	\$ 11,220,964	\$ 11,164,103	\$ 56,861	0.5%

The Village voted to raise \$3,745,866 in property taxes for FY22 at the Annual Meeting.

The Grand List increased by 0.5% from 2020 to 2021. The Grand List value has been adjusted for the tax stabilization agreements for 8 Pearl St., 15 Park St., and the Whitcomb Farm property at 315 South Street, resulting in an adjusted Grand List value of \$11,198,316. The Village municipal taxes are set using the adjusted grand list, tax stabilization does not impact the Town or Education taxes.

In order to raise the taxes necessary for the General Fund budget including bond payments, the tax rate needs to be set at \$0.3345 per \$100 of assessed value. This amount is an increase of \$0.0043 or 1.3% in the tax rate. The following table shows a more detailed comparison of this year's rate to last year's rates.

<u>Comparison of FY21 rates to FY22 rates</u>						
			<u>FY21</u>	<u>FY22</u>	<u>% Change</u>	<u>\$ Increase/ (Decrease)</u>
General Fund Tax Rate			\$ 0.3302	\$ 0.3345	1.3%	\$ 0.0043
Taxes on \$280,000 assessed value home			\$ 925	\$ 937	1.3%	\$ 12
Grand List Values, unadjusted			\$ 11,164,103	\$ 11,220,964	0.5%	\$ 56,861
Grand List Values, after stabilization			\$ 11,115,164	\$ 11,198,316	0.7%	\$ 83,152

This tax rate is higher than the rate (\$0.3334) estimated when the budget was approved. The reason for the difference between estimated and actual is a smaller than anticipated increase in the grand list.

As a reminder, the Village will also be assessing a \$0.0100 tax per \$100 of assessed value for Economic Development Capital Improvement Projects. This tax was initially approved at the April 6, 2016 Annual Meeting with the provision that this tax rate is to be reconsidered by the voters at the annual meeting in 2021. At annual meeting in 2021 this tax was extended until annual meeting in 2024 at which point it will once again be reconsidered. In FY22 the \$0.0100 tax will raise \$111,983.

### **Cost**

The cost to a tax payer with a \$280,000 value home for the Village General tax will be will be \$937 for the Village General tax which is an increase of \$12 from the FY21 taxes. The cost of the \$0.0100 tax is unchanged at \$28.

### **Recommendation**

It is recommended that the Trustees set the FY22 Village General tax rate at \$0.3334 per \$100 of assessed property value.

## Memorandum

**To:** Village Trustees; Evan Teich, Unified Manager  
**From:** Sarah Macy, Finance Director  
**CC:** Ricky Jones, Public Works Superintendent  
**Re:** Consider adjustment to FY22 Sanitation Fund Capital Budget  
**Date:** July 27, 2021

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### **Issue:**

The issue is to revise the FY22 Sanitation Fund Capital Budget to include the Sanitation Fund vehicle replacement that was previously left off the list.

### **Discussion:**

The Sanitation Fund has one vehicle in it that has been missing from the Sanitation Fund Capital Budget. This vehicle is a 2007 Ford pickup and is, unfortunately, at the end of its life. I've attached a revised FY22 Sanitation Fund Capital Budget with the revision in red bold text.

### **Cost:**

Estimated replacement cost of \$34,000

### **Recommendation:**

Staff recommends the Trustees amend the FY22 Sanitation Fund Capital Budget to include replacement of the 2007 Ford pickup truck.

<b>REVISED -- Sanitation Fund Capital Reserve Plan</b>							
Project or Equipment	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Vactor Truck Partial Share (Place Holder)				225,000			
Water Meter upgrades to radio reads	44,565	50,731	68,394				
Manhole Rehab/Sliplining			40,000	40,000	40,000	40,000	40,000
West St. and SW Pump Station Contol Cabinet		4,122	75,878				
River Street PS Control Panel, anodes							
South Street PS Replace pump #1, 2 and valves, vent, anodes					40,000		
Trailer Pump			30,000				
Pleasant Street Pipeline	23,767						
Pump Station Evaluation (River, Maple, West)			30,000				
<b>Sanitation pickup truck (2007 Ford)</b>				<b>34,000</b>			
HS Pump Station Upgrade Bond Payment RF1-157 (FY34)	67,120	67,120	67,120	67,120	67,120	67,120	67,120
ARRA Stimulus Loan Repayment (FY31)	14,897	14,880	14,880	14,880	14,880	14,880	14,880
Capital reserve annual expense	150,349	136,853	326,272	381,000	162,000	122,000	122,000
<b>Sanitation Capital Reserve Funding and Fund Balance</b>							
Beginning Fund Balance	697,392	654,008	624,403	472,251	186,251	119,251	92,251
Planned Spending	(150,349)	(136,853)	(326,272)	(381,000)	(162,000)	(122,000)	(122,000)
Town payment for West. St. & Susie Wilson PS Contol Cabinets			70,000				
Interest	3,229	3,512					
Vactor Truck Rental	8,736	8,736	9,120				
Transfer in From Sanit. Operating Budget	95,000	95,000	95,000	95,000	95,000	95,000	95,000
Projected Ending Fund Balance	654,008	624,403	472,251	186,251	119,251	92,251	65,251



Community Development Department

2 Lincoln Street  
Essex Junction, VT 05452  
[www.essexjunction.org](http://www.essexjunction.org)

Office: (802) 878-6950  
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## **MEMORANDUM**

**TO:** Evan Teich, Unified Manager, Trustees  
**FROM:** Robin Pierce, Community Development Director  
**DATE:** July 27, 2021  
**SUBJECT:** Nuisance Ordinance

### **Issue**

The issue is whether the Trustees wish to know what the Community Development Department added to the Nuisance ordinance.

### **Discussion**

Reflecting resident concerns regarding trash haulers the Community Development Department added the following to the Nuisance ordinance at section 6.11.040 B Express Prohibitions: a, vi:

“The removal of household and commercial trash by authorized commercial trash haulers utilizing mechanized conveyances within 200 feet of a residential property between the hours of 9:00 PM. and 6:00 A.M is prohibited.”

### **Recommendation**

This is an informational Memo.

## Chapter 6.11

### Public Nuisance

#### Sections:

6.11.000	Authority
6.11.010	Purpose
6.11.020	Definitions
6.11.030	Disorderly Conduct
6.11.040	Excessive Noise
6.11.050	Public Urination / Defecation
6.11.060	Public Nudity
6.11.070	Soliciting - License Required
6.11.080	Soliciting - Fee and Term
6.11.090	Soliciting - Exemptions
6.11.100	Soliciting - Nonprofit Organizations
6.11.110	Soliciting - Surrendering of License
6.11.120	Soliciting – Violations
6.11.130	Begging, loitering, prowling
6.11.140	Aggressive panhandling prohibited
6.11.150	Defacing Buildings, Structures and signs
6.11.160	Alcohol
6.11.170	Open Fires
6.11.180	Fireworks
6.11.190	Enforcement
6.11.200	Violations – Penalties
6.11.210	Severability

#### 6.11.000 Authority.

- A. This ordinance is enacted pursuant to 24 VSA, Section 2291 (14, 15) It shall constitute a civil ordinance within the meaning of 24 VSA, Chapter 59.

#### 6.11.010 Purpose.

- A. The purpose of this ordinance is to preserve the public health, safety and welfare by prohibiting general nuisance behavior, which is unreasonable or unsuitable for a particular time and place. Such behavior is detrimental to the peace and good order of the community. Typically, nuisance behavior disrupts the public peace and affects the quality of life within the Community of Essex Jct.

#### 6.11.020 Definitions.

- A. Aggressive manner shall mean any of the following:

- a. Approaching or speaking to a person, or following a person before, during or after soliciting if that conduct is intended or is likely to cause a reasonable person to fear bodily harm to oneself or to another or damage to or loss of property or otherwise be intimidated into giving money or other thing of value;
- b. Continuing to solicit from a person or continuing to engage that person after the person has given a negative response to such soliciting;
- c. Intentionally or recklessly touching or causing physical contact with another person or that person's property without that person's consent in the course of soliciting;
- d. Intentionally or recklessly blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;
- e. Using violent, obscene or threatening gestures toward a person solicited;
- f. Following the person being solicited, with the intent of asking that person for money or other things of value;
- g. Speaking in a volume unreasonably loud under the circumstances;
- h. Soliciting from anyone who is waiting in line.

- B. **Average sound level**: A sound level during a given period of time found by the general rule of combination of sound levels. Also called equivalent sound level.
- C. **Decibel (dB)**: means a unit for measuring the volume of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).
- D. **Fireworks**: shall means any combustible or explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, including blank cartridges, toy pistols, toy cannons, toy canes, or toy guns in which explosives are used, balloons that are propelled by explosives, firecrackers, torpedoes, sky rockets, Roman candles, cherry bombs, or other fireworks of like construction and any fireworks containing any explosive or flammable compound, or any tablets or other device containing any explosive substance, except sparklers. The term "fireworks" does not include toy pistols, toy canes, toy guns, or other devices in which paper caps containing 0.25 grains or less of explosive compound are used, providing they are so constructed that the hand cannot come in contact with the cap when in place for use, and toy pistol paper caps that contain less than 0.2 grains of explosive mixture. The term "fireworks" does not include fixed ammunition for firearms, or primers for firearms. The term "sparkler" means a sparkling item that is in Criminal Offenses compliance with the United States Consumer Product Safety Commission regulations and is one of the following:
  - a. A hand-held wire or wood sparkler that is less than 14 inches and has no more than 20 grams of pyrotechnic mixture; or

- b. A snake, party popper, glow worm, smoke device, string popper, snapper, or drop pop with no more than 0.25 grains of explosive mixture.

*Cross References:*  
*See 20 VSA § 3131*

- E. **Food**: shall have its usual and ordinary meaning and shall include all items designed for human consumption, including, but not limited to, candy, coffee, gum, popcorn, hot dogs, sandwiches, peanuts, soft drinks and dairy products.
- F. **Instantaneous maximum sound**: means either a single pressure peak or a single burst (multiple pressure peaks) that has duration of less than one second.
- G. **Merchandise**: shall have its usual and ordinary meaning, including, but not limited to, such items as tools, clothing, furniture, toys, and appliances.
- H. **Mobile ice cream vendor**: means a person, firm or corporation, either as a principal or agent, which engages in the mobile vending of ice cream and/or frozen novelty items for immediate human consumption.
- I. **Mobile vending**: means offering food, merchandise or services for sale to the general public from a vehicle, conveyance, or a nonpermanent structure or place of business.
- J. **Mobile vendor**: means the person, firm or corporation, either as a principal or agent, which engages in mobile vending as defined herein.
- K. **Nudity**: shall mean the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering, or the showing of the female breast with less than a fully opaque covering of any portion of the nipple, or the depiction of covered male genitals in a discernibly turgid state.
- L. **Open beverage container**: A container, bottle, can or vessel containing malt or vinous beverages or spirituous liquors, which is opened.
- M. **Plainly audible**: shall mean any sound that can be detected by a person using his or her unaided hearing faculties. The detection of the rhythmic base component of the music is sufficient to constitute a plainly audible sound.
- N. **Premises**: shall mean any building, structure, land, utility or portion thereof, including all appurtenances, and shall also include yards, lots, courts, inner yards and real properties without buildings or improvements, owned or controlled by a person.
- O. **Property line** shall mean that real or imaginary line and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned or controlled by another person. The vertical and horizontal boundaries of a dwelling unit in a multi-dwelling-unit building, condominium, or townhouse complex shall not be considered property lines separating one (1) premises from another.

- P. **Public celebration:** means Independence Day activities or any other time of public celebration designated by the Town such as Memorial Day or such events as sidewalk sales, parades, and street fairs which are officially authorized by the city council.
- Q. **Public Place:** A public place shall mean any bridge, culvert, roadway, street, square, fairground, sidewalk, alley, playground, park, or school property or other place open temporarily or permanently to the public or general circulation of vehicles or pedestrians within the town of Essex.
- R. **Receiving Property:** The location that is receiving the sound in question.
- S. **Sample period:** shall mean 15 minutes of continuous monitoring.
- T. **Services:** shall have its usual and ordinary meaning and shall include the performance of any act done for compensation, including, but not limited to the acts of cleaning, repairing, entertaining, delivering, advising, adjusting, moving, insuring, protecting, and/or maintaining.
- U. **Solicitation or Soliciting:** shall mean asking for money or objects of value, selling, offering or exposing for sale, or trading, dealing, or trafficking in any personal property, food, merchandise, or service, either at wholesale or retail, in the city by going from house to house, business to business, or from place to place or by indiscriminately approaching individuals, businesses, or organizations, including sales by sample or for future delivery.
- V. **Solicitor:** means the person, firm or corporation, either as a principal or agent, which engages in solicitation as defined herein.
- W. **Sound measurement standards:** Sound shall be measured in accordance with standards specified by the American National Standards Institute (ANSI)
- X. **Source premises:** shall mean the premises (residential, commercial, industrial, or public) as listed in Table A that is emitting ***noise*** that is crossing one (1) or more property lines and impacting the receiving property.
- A. **Standard working day:** means the normal work days of regular (Monday through Friday, 8:00 a.m. to 5:00 p.m. except weekends and holidays).
- B. **Unreasonable Noise:** shall mean any excessive or unusually loud sound which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a reasonable person of normal sensibilities.

#### **6.11.030 Disorderly Conduct:**

- A. No person shall behave in a rude or disorderly manner or use indecent, profane, or insulting language in a street or public place or near a dwelling or be or remain upon a sidewalk or upon a

doorstep, portico, or other projection from such house or other building, to the annoyance or disturbance of another person.

- B. No person shall make graffiti, indecent figures, letters, words or write indecent or obscene words upon a fence, building, sidewalk, or public place.
- C. No person, shall, by noise, gesture, or other means; wantonly and designedly frighten a horse in a street or other public place.
- D. No person shall throw stones or other missiles in or upon a public street, common, or other ground belonging to the town.

*Cross References. Breach of the Peace,  
See, Disorderly Conduct 13 VSA 1026*

#### **6.11.040 Excessive Noise**

##### **A. General Prohibition:**

- a. It shall be unlawful for any person to make or cause to be made any loud or unreasonable noise. Noise shall be deemed unreasonable when it disturbs, injures it endangers the peace or health of a person or community. Any such noise shall be considered to be a noise disturbance and a public nuisance.

##### **B. Express Prohibitions:**

- a. The following acts, which enumerations shall not be deemed to be exclusive, are declared to be noise disturbances:
  - i. Operating or permitting the use or operation of radios, television sets, musical instruments, phonographs and similar devices. The operation or permitting the use or operation of any musical instrument, radio, television, phonograph, or other device for the production or reproduction of sound in such a manner as to be plainly audible through walls between units within the same building, from another property or from the street between the hours of 10:00 p.m. and 7:00 a.m. or in such a manner as to unreasonably disturb the peace, quiet or comfort of the public.
  - ii. The operation or permitting the operation of any radio, stereo or other sound amplification equipment from a motor vehicle that is audible at twenty-five (25) feet from such vehicle. The term "motor vehicle" shall mean any car, truck or motorcycle.
  - iii. Parties and other social events. Notwithstanding section (b)(1), it shall be unlawful for any person who is participating in a party or other social event to actively make unreasonably loud noise. A party or other social event is defined as a gathering upon the premises of one or more persons not residing at the premises. Unreasonably loud noise is noise that unreasonably interferes with the peace or health of members of the public or is plainly audible between the hours of 10:00 p.m. and 7:00 a.m. through the walls between units within the same building, from another property or

from the street. It shall also be unlawful for any resident of a premise to allow a party or other social event occurring in or about the premises to produce unreasonably loud noise. There is a rebuttable presumption that all residents of the premises have allowed such party or other social event to occur in or about the premises. All residents of the premises are responsible for such unreasonable noise made, each having joint and several liability.

- iv. Machinery. The operation or permitting or directing the operation of any power equipment or machinery outdoors between the hours of 9:00 p.m. and 7:00 a.m. except in emergency situations, ex: Construction noise. The excavation, demolition, erection, construction, alteration or repair of any premises or structure between the hours of 9:00 p.m. and 7:00 a.m. except in emergency situations.
- v. Loudspeakers. The use of loudspeakers or other sound amplification equipment upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or site.
- vi. The removal of household and commercial trash by authorized commercial trash haulers utilizing mechanized conveyances within 200 feet of a residential property between the hours of 9:00 PM. and 6:00 A.M is prohibited.

*Table A: Allowable Noise Levels (in dB) with Time of Day Allowance*

	Receiving Premises				
	Residential	Sample Period (15 mins)		Instantaneous Maximum (db)	
		7am-10pm	10pm-7am	7am-10pm	10pm-7am
Source Premises		7am-10pm	10pm-7am	7am-10pm	10pm-7am
Residential		60	55	80	60
Commercial		65	60	80	60
Industrial		80	75	90	70

C. Exemptions:

- a. Noise from the following sources shall be exempt from the prohibitions specified herein:
  - i. All safety signals and warning devices or any other device used to alert persons to any emergency or used during the conduct of emergency work, including, but not limited to, police, fire and rescue vehicle sirens.
  - ii. The repair and maintenance of municipal facilities, services or public utilities when such work must be accomplished outside daytime hours.
  - iii. Snow removal equipment operated within the manufacturer's specifications and in proper operating condition.

- iv. Musical, recreational and athletic events conducted by and on the site of a school or educational institution.
  - v. Events and activities conducted by or permitted by the Village / Town of Essex. Persons operating an event or activity under authority of an entertainment permit, parade/street event permit, solid waste license, or parks special use permit shall comply with all conditions of such permits or licenses with respect to noise control issues.
  - vi. Construction or repair work which must be done to address an emergency health or safety concern and that cannot be accomplished during daytime hours and is not work which includes normal maintenance and repair.
  - vii. Noise associated with standard agricultural operations.
  - viii. The use of firearms when used for hunting in accordance with state Fish and Wildlife laws.
- D. It shall be a violation of this section, 6.11.040 for anyone to create or allow the creation of noise not otherwise specified under General Prohibitions or Expressed Prohibitions, in excess of the sample period (15 continuous minutes) for noise generated on properties being used for other than residential purposes.
- a. Noise measurements shall be made at the property line of the receiving premises.
  - b. Sampling will be conducted with an instrument used by using sound measurement standards. (American National Standards Institute (ANSI))
- E. Notification by property owners of rental housing. Owners of rental housing shall be required to provide a copy of this section to a tenant at the start of the tenancy. However, the failure of an owner to provide a copy of the ordinance shall not be a defense to a violation of this section.

*Cross References. Breach of the Peace; Disturbances.  
See Noise in the nighttime 13 VSA 1022;  
See Disorderly conduct 13 VSA 1026.*

#### **6.11.050 Public Urination / Defecation**

- A. No person shall urinate or defecate on any street, sidewalk, parking lot, recreational path, in a park or other public place.

#### **6.11.060 Public Nudity**

- A. No person shall knowingly or intentionally in a public place:

- a. Engage in sexual intercourse;
  - b. Appear in a state of nudity;
  - c. Fondle his/her genitals;
  - d. Fondle the genitals of another person;
  - e. Fondle his/her breasts;
  - f. Fondle the breasts of another person.
- B. No person who owns; leases or controls property shall knowingly allow any person to engage in the conduct described in subsection (A) of this section at any time such property is open to the public.

*Cross References. Obscenity.  
See Obscenity 13 VSA 2801 et seq.*

#### **6.11.070          Soliciting - License required**

- A. These are special licenses and are required in addition to any other town business license the applicant may hold or may be required to hold.
- B. The holder of a valid general business license may be issued a mobile vendor license for food, services, and merchandise. If the food, service, or merchandise being offered for sale as a mobile vendor is the same as or similar to that offered for sale from the permanent place of business under the general business license. In the case of this exemption, the special license fee shall be waived.
- C. Each individual solicitor or mobile vendor shall obtain a solicitor/mobile vendor license, and shall be required to carry and display the solicitor or mobile vendor license on their person whenever engaged in solicitation or mobile vending.
- D. Application for a solicitor/mobile vendor license must be made at least thirty (30) working days before the license may be issued.
- E. Proof that applicant maintains public liability insurance for personal injury and property damage. Proof shall be in the form of a certificate from an insurance company authorized to do business in this state, with the provision that such insurance shall be non-cancellable except after ten (10) days' notice to the town clerk. Such public liability insurance shall provide coverage of at least one hundred thousand dollars (\$100,000.00) for personal injury to or death of any one or more persons in any one accident, and for damage to property in the amount of at least twenty-five thousand dollars (\$25,000.00) resulting from any one accident.
- F. Liability insurance for bodily injury shall not be required for noncommercial functions or endeavors, provided that the applicant agrees in writing to hold and save the city harmless for any and all liability arising out of such function or endeavor.
- G. The town clerk's office has the authority to issue or deny a solicitor or mobile vendor license. When determining whether a particular individual should be granted a solicitor or mobile vendor license, the town clerk's officer shall consider only the following factors:

- a. Whether the sales method employed by the applicant would tend to harass, annoy, or intimidate members of the community so as to detrimentally affect the health, safety, or welfare of the community, as evidenced by past recommendations and/or complaints from members of the community, comments received from the applicant's references and/or comments received from other individuals familiar with the applicant or the applicant's business; and
  - b. Whether the applicant has been convicted of a felony within the past ten (10) years, or a misdemeanor within the past five (5) years, the nature of which directly relates to the applicant's ability to deal honestly and fairly with the public in a non-threatening and non-intimidating manner; and
  - c. Whether comments received from the applicant's references and/or the applicant's previous employers reflect well on the applicant's honesty, fair dealing, and the integrity of the applicant's past business practices.
  - d. Information on the application shall be forwarded to the proper officials for the purpose of a background check.
- H. The town clerk's office shall design application forms for each license enumerated in the title so as to evaluate each applicant's fitness under the appropriate factors, set forth above. Each applicant shall be required to complete the entire application form and abide by any requests made of the town clerk's office under this chapter. The failure to complete the form and provide all requested information may result in denial of the license. It shall be unlawful for any individual to intentionally provide false information or to intentionally omit requested information on an application for any governed by this chapter.
- I. Mobile ice cream vending may occur during the days of the year which are classified as Daylight Saving Time and Monday through Saturday, not including Sundays, and shall be only allowed between 8:00 a.m. to 8:30 p.m. during the above time and dates.

**6.11.080      Soliciting - Fee and term**

- A. The fee for a solicitor/mobile vendor license shall be as designated by the Unified Manager.

**6.11.090      Soliciting - Exemptions**

- A. Newspaper delivery persons are exempt from this chapter.
- B. Owners of vehicles displaying a "for sale" sign on a vehicle, for the sale of that vehicle by its owner, are exempt from this section.
- C. Solicitations or vending in association with a public celebration, which shall include nonprofit groups, are exempt from this section; provided the solicitor or mobile vendor has properly registered with the party or organization sponsoring the public celebration, and provided the solicitor or mobile vendor carries and displays proof of that registration whenever engaging in solicitation or mobile vending.

**6.11.100        Soliciting - Nonprofit registration**

- A. To engage in the solicitation of money or the sale of any food, service, merchandise, thing or ticket of any kind, where the proceeds of such solicitation or sale are to be used for any educational, religious, patriotic, historical, fraternal, political, charitable or benevolent purpose, or for the relief of any person or persons or of the public generally, a solicitor's or mobile vendor's license is not required, so long as the party or organization is registered under subsection B of this section.
- B. Persons or organizations who qualify under subsection A are required to register with the Village/Town of Essex, Clerk's office with the following information prior to commencing such activities:
  - a. The full name, address and telephone of the group, business or organization;
  - b. Proof of nonprofit status as defined in 11B V.S.A. § 1.28;
  - c. The full name, address and telephone of a contact person for the group, business or organization;
  - d. The purpose of the solicitations to be conducted in the town;
  - e. The description of services, food or merchandise being offered for sale;
  - f. A list of the full names and identification of the persons acting on behalf of the group, business or organization and the dates and times during which they will be soliciting in the town. Two (2) photographs of each solicitor, taken within sixty (60) days immediately prior to the date of the filing of the application, which pictures shall be not less than two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner.
  - g. The license plate and description of the vehicle used in transporting persons who will be soliciting.
- C. The failure to complete the form and provide all requested information may result in denial of the license. It shall be unlawful for any individual to intentionally provide false information or to intentionally omit requested information on an application for any governed by this chapter.
- D. The Village/Town clerk shall issue qualified applicants a nonprofit registration card, which each solicitor and/or mobile vendor must carry and display on their person whenever engaged in solicitation or mobile vending.
- E. Persons acting on behalf of the group, business or organization qualifying under this subsection shall at all times during the solicitations wear identification clearly showing their affiliation with said group or organization.

**6.11.110        Soliciting - Surrendering of license**

- A. Licensees shall surrender solicitor/mobile vendor licenses to the Village/Town Clerks Office upon their expiration.

**6.11.120        Soliciting – Violations**

A. Failure to comply with any of the above requirements, or the following, shall be in violation of this chapter:

- a. Parking regulations as contained Chapter 7.20;
- b. Shall not obstruct the passage along any sidewalk, street, alley or parking lot by causing a congregation of people, nor annoy, injure or endanger the safety, health, comfort, or unreasonably disturbs the peace;
- c. Shall not sell on the street side of the vehicle or conveyance;
- d. Shall comply will all clauses and regulations of State of Vermont Department of Health regarding food handling;
- e. Shall not misrepresent facts to the Village/Town license officer or to the public;
- f. Shall not engage in soliciting any time other than the standard work day, as defined herein;
- g. Shall not sell, operate or supply any good or service unless properly licensed by the state and/or county;
- h. Shall not shout, cry out, or use sound making devices (including horns, whistles, bells, loud speakers sound amplification systems);
- i. Shall not physically accost, restrain or otherwise interfere with the free movement of any individual;
- j. Shall not enter upon private property that contains a sign or notice that soliciting is prohibited. Solicitors shall also promptly leave when requested by the owner or resident.
- k. Shall comply with all requirements enumerated in this chapter;

B. Violations will be cause for surrendering of license.

- a. Penalties will be issued in a manner described in 6.11.200 of this chapter

#### **~~6.11.130      Begging, loitering, prowling~~**

~~A. No persons shall beg in or on a street, sidewalk or other public place, or lurk, loiter, or prowl about the premises of a resident, or in or about a restaurant, hotel, business or other place, to the inconvenience or disturbance of any person.~~

~~\_\_\_\_\_ Cross References. Breach of the Peace; Disturbances.~~  
~~\_\_\_\_\_ See, Reckless Endangering another person 13 VSA 1025;~~  
~~\_\_\_\_\_ See, Vagrants 13 VSA 3901-3906.~~  
~~\_\_\_\_\_ See, Highway solicitations 23 VSA 1055.~~

#### **6.11.140      Aggressive panhandling prohibited.**

A. The Village/ Town of Essex finds that aggressive begging, panhandling, or solicitation negatively affects the following significant governmental interests: This law is intended to promote these governmental interests and combat the negative effects of aggressive begging, panhandling or solicitation. It is not intended to limit any persons from exercising their constitutional right to solicit funds, picket, protest or engage in other constitutionally protected activity.

- a. Protection of citizens from physical threats or injury and from damage to property;
- b. Prevention of harassment and intimidation of members of the public;
- c. Prevention of violent crime;
- d. Traffic control and public safety;
- e. Orderly movement of traffic and pedestrians; and
- f. Provision and maintenance of a safe, aesthetically attractive environment in areas designed to attract tourist revenue.

#### **6.11.150 Defacing Buildings, Structures and Signs**

- A. No person shall apply or cause to be applied any paint, varnish, lead, crayon, wax, ink, dye or other indelible substance, nor shall any person carve, chisel or write any figure or letter on the exterior or interior walls or on the windows of any building or structure or deface any sign without having authority from the owner or authorized agent.

*Cross References. Trespass and Malicious Injuries to Property.  
See, Unlawful Mischief 13 VSA 3701;  
See, Interference with devices or signals 23 VSA 1028.*

#### **6.11.160 Alcohol.**

Definitions. As used in this section, the following terms shall be defined as follows:

- (1) Open beverage container—A container, bottle, can or vessel containing malt or vinous beverages or spirituous liquors, which is opened.
- (2) Public place—A public place shall mean any bridge, culvert, roadway, street, square, fairground, sidewalk, alley, playground, park, or school property or other place open temporarily or permanently to the public or general circulation of vehicles or pedestrians within the Village/Town of Essex Junction.
- A. No person shall have constructive or actual possession of an open beverage container in any public place or in any motor vehicle located in a public place.
- B. No person shall consume the contents of an open beverage container in any public place or in any motor vehicle in a public place.
- C. Notwithstanding subsections (1) to (2) hereof, it shall not be unlawful to possess an open beverage container or to consume the contents where permits have been issued by the Town of Essex.
- D. Violations of this section are punishable by the penalties listed below, however the penalty shall be waived upon the successful completion of a restorative or reparative justice program through the Community Justice Center.

*Cross References. Operation of Vehicles,  
See, Open Container 23 VSA 1134(a)*

#### **6.11.170 Open Fires**

- A. Burning materials other than brush, grass, natural unpainted, unstained, untreated dimension lumber and wood products is not allowed in the Village of Essex Junction or Town of Essex.
- B. Materials such as tires, solid waste, composite materials, treated, painted or stained, pressure treated materials, other like materials and / or trash are specifically prohibited.
- C. Residents wishing to burn brush, grass, natural unpainted, unstained, untreated dimension lumber, wood products shall obtain a permit from the Essex Police Department prior to burning. The times of burning will be allowed by the fire warden or fire chief. *\*\* Applies only to Town residents as the Village residents cannot burn items in section C. \*\**
- D. Individuals with a valid permit responsible for control of the fire at all times preventing its escape from their property. Fires must have extinguishment resource within twenty (20) feet of the fire. Fires must be ten (10) feet away from a structure and must be built where they will not escape.
- E. Cooking or outdoor fireplaces are allowed with proper fuels to include charcoal, firewood, liquid propane (LP) or natural gas.
- F. This prohibition shall not include training exercises by the Essex Junction Fire and Essex Town Fire Departments. The Village Trustees, with the concurrence of the Essex Junction Fire Chief, may approve a burn permit for a community event provided that the Essex Junction Fire Department is present.

*Cross References. Open Fires,  
See, 5.09.010-5.09.010*

#### **6.11.180 Fireworks**

- A. Except as hereinafter provided it shall be unlawful for any person, firm, co-partnership or corporation to offer for sale, expose for sale, sell at retail or wholesale, possess, use or explode any fireworks; and it shall also be unlawful for any person, firm, co-partnership or corporation to transport fireworks except in interstate commerce.

*Cross References. Internal Security and Public Safety,  
See, Fireworks, 20 VSA 3132 et seq.*

#### **6.11.190 Enforcement:**

- A. This is a civil ordinance and shall be enforced by Enforcement Official in the Vermont Judicial Bureau in accordance with 24 V.S.A. § 1974a et seq. and 1977.

#### **6.11.200 Violations – Penalties:**

- A. Any person in violation of any provisions of this chapter shall be considered civil violation. If any violation continues, each day shall constitute a new violation. Offenses shall be counted on a calendar year basis.

a. Waiver Fees

An issuing municipal official is authorized to recover a waiver fee, in lieu of a civil penalty, for any person who declines to contest a municipal complaint and pays the following waiver amount for each violation:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$200.00
Fourth and subsequent Offense	\$400.00

- *Fire calls only - fine plus fire department expense up to \$500.00*

b. Civil Penalties

An issuing municipal official is authorized to recover civil penalties in the following amounts for each violation:

First Offense	\$100.00
Second Offense	\$200.00
Third Offense	\$400.00
Fourth and subsequent Offense	\$800.00

- *Fire calls fine plus fire department expense up to \$500.00*

c. Fire Department expenses

- Pumper \$100.00 per hour;
- Tanker \$75.00 per hour;
- Minimum (1) hour pay for each firefighter responding to call.

- B. In addition to the enforcement procedures available before the Judicial Bureau, the Unified Manager or designee is authorized to commence a civil action to obtain injunctive and other appropriate relief, or to pursue any other remedy authorized by law.

#### **6.11.210 Severability**

- A. If any portion of this ordinance and any amendments made hereto are held unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance and amendments

made hereto shall not be affected and shall remain in full force and effect. If any statute referred to in this ordinance shall be amended this ordinance shall be deemed to refer to such statute as amended.

DRAFT

**VILLAGE OF ESSEX JUNCTION  
BOARD OF TRUSTEES  
MINUTES OF MEETING  
July 13, 2021**

**TRUSTEES PRESENT:** Andrew Brown, President; Raj Chawla, Vice President; Dan Kerin, Amber Thibeault; George Tyler

**ADMINISTRATION:** Evan Teich, Unified Manager; Rick Hamlin, Professional Engineer; Wendy Hysko, Brownell Library Director; Brad Luck, Director, Essex Junction Recreation and Parks; Marguerite Ladd, Assistant Manager; Nicole Mone-St. Marthe, Program Director, Senior Services; Ally Vile, Director, Essex Parks and Recreation; Tom Yandow, Facilities Manager.

**OTHERS PRESENT:** Bridget Downey-Meyer, John Gebo, Sara Gebo. Pauline Giancola, Elaine Haney, Kathleen Kanz, Deb McAdoo, Nick Meyer, Paula Sargent, Ken Signorello, Gabrielle Smith, Mike Sullivan, Jess Wislowski, Irene Wrenner, Ann Wadsworth, Cindy.

**1. CALL TO ORDER**

Andrew Brown called the meeting to order at 6:31 pm.

**2. AGENDA ADDITIONS/CHANGES**

Mr. Tyler requested adding the letter from Peter Firkey from the reading file to Business Item 5a for a brief discussion.

**3. APPROVE AGENDA**

**RAJ CHAWLA made a motion, and GEORGE TYLER seconded, to approve and adopt the agenda as amended. The motion passed 5-0.**

**4. PUBLIC TO BE HEARD**

None at this time.

**5. BUSINESS ITEMS**

**a. \*Work Session on Essex Junction Independence Initiative**

Mr. Luck began the work session by noting the topics for the work session, which will include a discussion of contract options for services, police department contract and goals, what the Village's strategy will be should anything fail in terms of votes, an update on Our Village Our Voices, a discussion of the summit concept and scheduling, and then further discussion about contracts with the Town.

Mr. Brown said that this is the opportunity for the community to bring information and concerns forward about the topics noted above. He opened the discussion up for public comment. There was no public comment.

Mr. Luck began by reviewing the contract options as they start to explore contracting with the Town for police services and other considerations. He reminded the Trustees that they'd talked about interlocal contracts, intermunicipal districts, and intermunicipal service agreements as the three mechanisms for sharing these services. He asked if Trustees had a preferred approach.

Mr. Brown said that he'd wanted to talk about this because he received a request for clarification about sharing, and wanted to clarify that it means contracting through the union municipal district or

intermunicipal contract. He said that it needs to be clearly spelled out and articulated between the Essex Junction entity and the other municipality.

Mr. Luck then asked whether they wanted to discuss general goals of the police department contract. He asked about what the most important components for developing a long-term contract with the Town of Essex for police services should be. Mr. Tyler said it would be disruptive to just replace the police services. For a sense of security, he expressed preference for a solid contract and emphasized the importance of stability. Mr. Brown noted that this would encompass not just services related to law enforcement, but also dispatch services and the community justice center, which are integral to the success of the City. He also noted that the Essex Junction entity would also help to maintain the police facility, since its funding helped to build it. He said that in terms of oversight, it would depend on whether they settle on a contract or a union municipal district. He said that he thinks they are headed in the direction of an interlocal contract for police services in the short term, with the potential to study the feasibility of a union municipal district in future.

Mr. Tyler added that a union municipal district or any action that requires a vote would present a complicating wrinkle, since voting on a separation charter and then voting on a police-sharing contract might be too many votes at one time. He said that the most predictable route would be to establish a contract and then potentially engage the Selectboard in future to explore the union municipal district option.

Mr. Chawla asked whether joint oversight is possible with an interlocal contract and emphasized the importance of including the police chief in the process. Mr. Luck replied that an interlocal contract can have an advisory group for oversight and the contract can also establish the expectation to explore further oversight in future. Mr. Brown said that a concern about oversight came up about a year ago when the Village ended up leading a virtual meeting related to receiving feedback from the community about policing and equity. He said it will be important to ensure that Essex Junction as a municipality has some level of control over the services that it is paying for. He also briefly noted the budget and funding for police services, saying that he would like a stable, formulaic approach, such as relying on the grant list, rather than a fee-for-service approach. Mr. Tyler said that the breakdown of the budget should be based on the grand list. Mr. Teich advised to look at methods that are stable and general, in terms of determining cost. Mr. Tyler spoke about the Tri-Town agreement for water, which could potentially be a model. Mr. Kerin said it will be important to take into account the higher-cost events, like the Champlain Valley Fair, and that basing cost on the grant list seems like the fairest way to do it.

Mr. Chawla asked about ordinances and how they could still be aligned, if possible. Mr. Brown replied that it'd be good to explore that further. He also said it'd be interesting to see whether there are public safety grants that apply to Cities but don't apply to Towns. Mr. Teich said that any grants or money received from the federal government should be examined as a component of the financial streams.

Mr. Luck then began the discussion of strategies, should this initiative fail to pass on the ballot. He said that if it fails by vote in November, that could be addressed in April, but that if it fails in the legislature, it would need to come back and then go through another vote and then return to the legislature again. He said that if it fails, the Junction will need to develop its FY24 budget in addition to the FY23 budget. He referenced feedback from consolidated department heads, who feel caught in the middle. Mr. Brown said that strategies and approaches depend on where in the process the initiative fails. He said that if it fails in November, they should determine why it failed, and if separation isn't the desired solution, the Junction should explore a different path. He said that if it fails at the legislature, they may be able to propose an alternative resolution and return to the legislature the following year. Ms. Ladd noted that the legislature might not give a justification for not approving a

charter change. Mr. Chawla said that in the meantime, the Junction should continue the work on tax equity. He said that an overwhelmingly positive vote on separation would send a strong signal to the legislature. Mr. Tyler said that he doesn't want to see the Village or Town lose valuable staff because of uncertainty around this issue. He said he doesn't anticipate a big loss of jobs at the Village or Town happening as a result of separation. Mr. Teich recommended discussing tax equity, as it will still be an issue should this independence initiative fail. He emphasized the importance of the two boards maintaining a positive, constructive relationship between them.

Ms. Haney provided an update on Our Village Our Voices, saying that they are working on communicating with residents and having them learn about separation. She noted work around several sets of FAQs that have been worked on and posted to the OVOV website. She also noted planned events in the community coming up. She noted that some residents have asked questions around what the cons are for the Village if they separate, how things will be different, what the new name of the Village would be, and also noted confusion about the relationship between Town and Village around costs and taxes. She thanked Mr. Tyler for his work on the FAQs.

Mr. Brown said that there is a Village summit proposed for September 11<sup>th</sup>, and wondered if smaller, neighborhood-style events would be helpful. Ms. Haney agreed that that is a good approach and that people are generally more willing to talk in smaller groups or less formal settings. She suggested that there is outreach that can occur door-to-door and that maybe a Trustee presence would be helpful. She also suggested doing neighborhood walking tours. She said that she will plan on moving forward with scheduling community events.

Mr. Luck asked whether the Village wants to do a large summit or smaller events, which would be a culmination of conversations from OVOV, a review of the charter, budget, and organizational chart, and opportunity for residents to ask questions and provide feedback. Mr. Brown said that the smaller groups would allow for more personalized conversation, though it may mean a larger commitment from the Trustees. Mr. Tyler agreed, though a larger summit in the fall may also be good. He suggested making the first public hearing a summit.

Mr. Tyler noted that a communication from Mr. Firkey recommended that instead of City of Essex Junction, the entity should be called City of Essex (like City of St. Albans and Town of St. Albans), and Mr. Tyler noted that that may cause more confusion at this point. Mr. Brown said that the entity is Essex Junction, and that the junction of the train tracks has been a prominent feature for a long time. Other Trustees concurred.

Mr. Luck said that he wants to ensure that there's consensus on approach for contracting services between the two municipalities. He provided a summary and timeline of Trustee conversations about contractual relationships with the Selectboard for a number of service areas, including information technology (IT), Police, Finance, Recreation & Parks, Finance, and Clerk/Treasurer services. Trustees noted that there was general consensus on sharing services for different departments but will ask the Selectboard what their preference is for sharing assessing services.

Mr. Luck asked if other contracts are necessary for the transitional period, or for future state, such as, for example, assets, money, the very specific details of who pays for what, how that is determined, and for how long. The Trustees decided to discuss this more in depth in executive session, since some of the matters pertain to personnel and other sensitive issues.

- b. Presentation from Cathedral Square about Vermont Community Development Program (VCDP) grant

Ms. Macy noted that Cathedral Square is looking to take over the Vermont Community Development Program (VCDP) from the partnership, and is looking for authorization to assume the debt of Whitcomb Terrace.

Ms. Kanz spoke about Cathedral Square, noting that they are a non-profit housing services provider primarily for older adults and people with disabilities. She said that Whitcomb Terrace is a 19 mixed-income unit building with an emphasis on barrier-free living (for people with mobility needs). She noted that this property is in the tax credit period, and the partnership dissolves after 15 years of compliance. She noted that the non-profit sponsor has right of first refusal for the property. She asked for the Trustees' authorization for Cathedral Square to assume the debt, noting that they will continue to run it as affordable housing and meeting the intent of the program. She noted that the transfer would be effective 10/1/21.

**GEORGE TYLER made a motion, and RAJ CHAWLA seconded, that 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. The motion passed 5-0.**

c. Update on opening for Senior Center, Brownell, and 2 Lincoln St.

Ms. Vile provided a summary of the senior center update, saying that the priority was to develop a plan to reopen it in a thoughtful and planned way. She noted that summer programming was planned using Memorial Hall and local parks to allow for proper adherence to social distancing guidelines set by the State. Mr. Brown added that the Department of Disabilities, Aging, and Independent Living (DAIL) protocols for social distancing need to be adhered to (100 sq ft per person) and this is why the Village can't accommodate all activities and as many seniors at the same time.

Mr. Brown opened up the discussion for public comment.

Bernadine H\_\_\_ expressed concern about the limited hours for senior programming, noting that many seniors enjoy visiting the senior center later in the afternoon. Ms. Vile noted that the limited hours will be temporary and they are severely limited by staffing capacity. She said that they are relying on municipal space because they are not able to access school spaces. Mr. Tyler said that the Senior Center is at Lincoln Hall and there is no plan to shut it down and that the goal is to eventually restore services at pre-pandemic levels.

Carol \_\_\_ expressed concern that seniors would only be able to have the center available for 15 hours a week, when pre-pandemic they could visit it 30 hours per week. Ms. Vile said that these are temporary hours and will continue to open more and more of the senior center as time progresses. Mr. Brown asked for continued patience as this is ironed out.

Madeleine Arsini expressed concern about the senior center hours being limited, and thanked Ms. Vile for her explanations.

Pauline Giancola spoke about how valuable the senior center is for her. She asked why there is such a concern to move the seniors to a place where they have adequate square footage when the vast majority of them have been vaccinated, whereas there are no such limits on younger children, many of whom have not yet been vaccinated. Mr. Brown said that children under 12 are not legally allowed to be vaccinated, but the Agency of Education removed all of their social distancing guidelines; however, DAIL still has social distancing requirements for seniors 65 and older. Ms. Giancola emphasized the importance of the senior center as an integral part of the social fabric of Essex Junction.

Paula Sargent reiterated the importance of the senior center, saying that people in Essex are desperate to socialize with each other. She said the seniors need the support of the community and need to not have the hours of their senior center cut. Mr. Brown acknowledged the hardships suffered by seniors and others during Covid due to social isolation.

Deb McAdoo asked whether the fairground could be used as a space for seniors to socialize. Mr. Tyler said that the issue seems to be more about the senior center space itself. He said that Essex Junction should remain updated on regulatory changes from the State level regarding social distancing requirements at senior centers.

Ms. Hysko then provided an update on Brownell Library and its services, saying that they are open for browsing hours four days a week and have appointments and curbside/self-service pickup. She noted that the library has lost three staff members, which is impacting operations. Mr. Brown said one question he has been hearing is about the differing hours between Brownell Library and the Essex Free Library, and why Brownell is not as open as other libraries. Ms. Hysko said that staffing shortages are definitely impacting Brownell. Mr. Teich noted that Essex Junction took an extremely conservative and cautious approach to the pandemic and that the library strove to provide excellent service whenever it has been open. He said the library is taking a measured approach to reopening up to full capacity.

Jess Wislowski expressed concern that the library is still shut. She noted that other libraries are open for far more hours per week than Brownell Library.

Mr. Teich provided an update about the Village office at 2 Lincoln Street. He said they are conducting community development by appointment, staff is returning to the building, and that there are office hours for staff in the building. He said that they are installing an intercom system at the back door to be able to let visitors in. He said that residents can still place tax and water bills in the drop box outside.

d. Consider awarding bid for electrical redistribution project at 2 Lincoln Street and Village Fire Department

Mr. Yandow provided a brief summary of the project, saying that it began when CHIPS asked to install an oven at 2 Lincoln Street, and that when he looked into the building's current electrical system, he consulted with an electrical engineer who determined that it needed transformer upgrades. He said that additionally, 2 Lincoln St. and the Fire Department don't have independent electrical meters and share cost. He said that this bid would be for work to bring the electrical service at 2 Lincoln St up to current code and establish an independent meter for the Fire Department.

**GEORGE TYLER made a motion, and RAJ CHAWLA seconded, that the Trustees authorize the Electrical Redistribution Project to move forward this summer with using Pratt & Smith Electric with the total bid of \$57,557.00 The motion passed 5-0.**

e. Consider accepting petition for traffic calming in the Pleasant Street neighborhood and direct staff to work with the neighborhood on traffic calming measures

Mr. Teich said that the residents of Pleasant Street have petitioned to have traffic calming measures put in place on their street. He also noted that Pleasant Street is scheduled for resurfacing from the westernmost edge of East/Pleasant Streets down to Mansfield Street.

Bridget Downey-Meyer summarized a petition from Pleasant Street residents. She noted that it is more of a letter of request than a petition, and that it asks the Village to develop a process for fielding

requests around safety asks such as this one. She spoke about other municipalities that have traffic calming procedure manuals. She said that the residents of Pleasant Street have been concerned for a while about traffic and speeding on the street, as it is used for a cut-through to bypass the Five Corners Intersection. She noted that the speed tables that were installed have not been as effective as desired, and that the residents are asking for additional traffic calming measures.

Mr. Brown said it is important to think about how the staff could best engage with Village residents to hear and field these types of concerns. Ms. Downey-Meyer suggested engaging Local Motion for assistance with standing up a process. She also elaborated on the definition of traffic calming measures, which are physical treatments that are self-enforcing.

Mr. Hamlin outlined the process by which residents can request traffic calming measures. He said that the first step is requesting a speed study. He noted that the Police Department has already begun monitoring speed on Pleasant Street. He said that once that can be quantified, the next step would allow the installation of a speed table, but that since that is already installed and is insufficient, the next step would be to determine whether the Trustees wish to alter the 2004 policy to address current concerns. Mr. Brown agreed that the policy should be revisited and that the Village should look at examples of traffic calming measures from other municipalities in Vermont as well as examples from other states.

Mr. Chawla suggested that the petitioners attending a Planning Commission meeting because that group is currently updating the Junction's Land Development Code, and that's another area that can be modified to address traffic calming.

Mr. Brown said that the Trustees' bandwidth is low currently, since they are addressing the independence initiative, and that they will likely rely on residents to help craft a revised policy.

**RAJ CHAWLA made a motion, and George Tyler seconded, that the Trustees authorize the Village Engineer to speak with the Pleasant Street neighborhood on this issue. The motion passed 5-0.**

Sara Gebo said that as traffic calming measures are implemented, the Village should consider drainage, since the current speed tables pool water and can get very icy and dangerous.

Nick Meyer said that the Village should be open to creative ideas and look at what other municipalities are doing around the state in terms of traffic calming measures. He said that one possibility is bump-outs framed by planters that could be removed seasonally, to accommodate plowing.

Jen Ellis said that with regard to how traffic calming measures could affect snow plows, she believes that snow plows should also be slowed down, as they frequently go quickly through neighborhoods.

f. Amtrak Reopening Celebration

Mr. Teich noted that the Village requested that Senator Leahy put the Essex Junction Amtrak Station on his funding list for the Senate Transportation Bill. He noted that the Amtrak Station has received funding for ADA upgrades for asphalt and bathroom updates inside the station, but that this earmark would be for an additional \$3 million and would allow for multi-modal transportation upgrades at the station.

Mr. Tyler noted that an event will occur on July 19<sup>th</sup> that will celebrate the reopening of Vermont Amtrak routes to points south. He said that the Congressional delegation will be in attendance, as well

as state representatives and state and federal officials. He said that the Village would like to take the opportunity to highlight the need for accessibility and upgrades to the Amtrak Station. Mr. Brown added that the Congressional delegation will be given a tour of the Village center.

- g. \*\*Discussion of public employee  
This topic was discussed in executive session.

**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

**AMBER THIBEAULT made a motion, and DAN KERIN seconded, to approve the consent agenda as presented. The motion passed 5-0.**

**10. READING FILE**

- a. Board member comments: Ms. Thibault commended the Brownell Library on their good work.
- b. Email from Travis Sabataso 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 Miller 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

**11. EXECUTIVE SESSION**

- a. \*An executive session may be needed to discuss negotiation of contracts and agreements with the Town of Essex

**ANDREW BROWN made a motion, and RAJ CHAWLA seconded, that the 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. The motion passed 5-0.**

**ANDREW BROWN made a motion, and RAJ CHAWLA seconded, 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. The motion passed 5-0.**

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

**ANDREW BROWN made a motion, and RAJ CHAWLA seconded, 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, Assistant Manager Marguerite Ladd, and Director of Essex Junction Recreation and Parks Brad Luck. The motion passed 5-0.**

12. **ADJOURN**

**RAJ CHAWLA made a motion, and GEORGE TYLER seconded, to adjourn the meeting. The motion passed 5-0.**

The meeting adjourned at 11: 40 PM.

Respectfully Submitted,  
Amy Coonradt

07/16/21

## Town of Essex / Village of EJ Accounts Payable

Page 1 of 6

02:15 pm

Check Warrant Report # 17260 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 07/16/21 To 07/16/21 &amp; Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
05290	ADVANCE AUTO PARTS	06/29/21 Top Coat SG Blk Aer 1 552118059670	210-5-40-12-610.000 General Supplies	71.87	34912	07/16/21
09345	BASIC	07/09/21 Monthly Fee for COBRA Adm 40511635	210-5-10-10-210.000 Group Insurance	42.50	34916	07/16/21
02235	BOUND TREE MEDICAL LLC	06/16/21 B/O NON REBREATHAR 84098147	210-5-25-10-613.000 Program Supplies	25.56	34921	07/16/21
20840	BULLDOG FIRE APPARATUS OF	06/29/21 Lens P00372	210-5-25-10-430.000 R&M Vehicles & Equipment	652.59	34922	07/16/21
21210	CINTAS LOC # 68M 71 M	07/09/21 shop towels 4089525975	210-5-40-12-610.000 General Supplies	80.17	34928	07/16/21
23525	CLARK'S TRUCK CENTER INC	07/09/21 FLTFP 449204	210-5-40-12-430.000 R&M Vehicles & Equipment	40.65	34929	07/16/21
25120	CLICKTIME.COM	07/04/21 Town Online Timesheets Ju 349118	210-5-13-10-570.000 Other Purchased Services	80.00	34930	07/16/21
04940	COMCAST	06/27/21 Internet 7/4-8/3/21 0179210 062A	210-5-25-10-530.000 Communications	336.80	34934	07/16/21
V9941	COMMERCIAL CARD SVCS	06/23/21 office supplies for villa 062321 Ama	210-5-10-10-610.000 General Supplies	84.45	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	06/23/21 office supplies for villa 062321 Ama	210-5-16-10-610.000 General Supplies	43.50	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	06/30/21 EMPLOYEE APPRECIATION 062921D F	210-5-10-10-845.000 Employee/Volunteer Recogn	90.00	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	06/30/21 EMPLOYEE APPRECIATION 063021 Ama	210-5-10-10-845.000 Employee/Volunteer Recogn	33.18	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	07/08/21 Adult Collection 070821LGAN T	210-5-35-10-640.201 Adult Collection	480.04	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	06/15/21 Helmet Cam 17797 A	210-5-25-10-750.000 Machinery & Equipment	984.50	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	06/23/21 Supplies D 367816versa	210-5-35-10-610.000 General Supplies	621.60	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	06/18/21 Jumpsuits 761544 C	210-5-25-10-612.000 Uniforms	2079.48	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	06/30/21 EMPLOYEE APPRECIATION AMAZON J	210-5-10-10-845.000 Employee/Volunteer Recogn	28.79	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	06/30/21 EMPLOYEE APPRECIATION AMAZON M	210-5-10-10-845.000 Employee/Volunteer Recogn	65.00	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	07/02/21 OFFICE SUP/AMTRAK EVENT AMAZON O	210-5-17-10-850.000 Community Events and Cele	19.98	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	07/02/21 OFFICE SUP/AMTRAK EVENT AMAZON O	210-5-10-10-610.000 General Supplies	19.97	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	07/01/21 EMPLOYEE APPRECIATION AMAZON S	210-5-10-10-845.000 Employee/Volunteer Recogn	1507.73	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	07/06/21 AMTRAK EVENT 7-19-21 AMTRAK P	210-5-17-10-850.000 Community Events and Cele	6.00	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	07/06/21 AMTRAK tickets for event AMTRAK Q	210-5-17-10-850.000 Community Events and Cele	2.00	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	06/29/21 EMPLOYEE APPRECIATION ARTHOUND E	210-5-10-10-845.000 Employee/Volunteer Recogn	49.95	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	06/15/21 Overnight postage ins B EJ850986044	210-5-25-10-610.000 General Supplies	26.35	34935	07/16/21

07/16/21

## Town of Essex / Village of EJ Accounts Payable

Page 2 of 6

02:15 pm

Check Warrant Report # 17260 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01(GENERAL FUND) All check #s 07/16/21 To 07/16/21 &amp; Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
V9941	COMMERCIAL CARD SVCS	07/01/21	EMPLOYEE APPRECIATION MARK BBQ I	210-5-10-10-845.000 Employee/Volunteer Recogn	60.00	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	06/29/21	EMPLOYEE APPRECIATION PHOENIX BOOK	210-5-10-10-845.000 Employee/Volunteer Recogn	44.94	34935	07/16/21
V9941	COMMERCIAL CARD SVCS	07/02/21	EMPLOYEE APPRECIATION VESPAS K	210-5-10-10-845.000 Employee/Volunteer Recogn	57.72	34935	07/16/21
31545	COSTCO #314	06/22/21	Supplies 06222021	210-5-25-10-610.000 General Supplies	128.96	34937	07/16/21
25715	DONALD L. HAMLIN CONSULT	06/30/21	Amtrak Station ADA 17815 063021	210-5-10-10-330.000 Professional Services	434.50	34939	07/16/21
35260	EAST COAST PRINTERS INC	06/28/21	garments for Troy 06232111	210-5-40-12-612.000 Uniforms	50.00	34941	07/16/21
23215	ESSEX EQUIPMENT INC	07/09/21	various supplies 10793842-000	210-5-40-12-610.000 General Supplies	616.47	34943	07/16/21
23215	ESSEX EQUIPMENT INC	07/09/21	filter kits, rope, etc. 10793848-000	210-5-40-12-610.000 General Supplies	86.06	34943	07/16/21
23215	ESSEX EQUIPMENT INC	07/09/21	starter cover and v belt 107939220001	210-5-40-12-610.000 General Supplies	145.72	34943	07/16/21
19005	FIRSTLIGHT FIBER	07/01/21	2 Lincoln Internet Phone 9417656	210-5-41-20-530.000 Communications	307.85	34952	07/16/21
19005	FIRSTLIGHT FIBER	07/01/21	radio maintenance 9417906	210-5-40-12-530.000 Communications	43.47	34953	07/16/21
19005	FIRSTLIGHT FIBER	07/01/21	telecommunications 9417908	210-5-40-12-530.000 Communications	67.61	34954	07/16/21
11710	INVEST EAP	07/01/21	EAP 070121 D	210-5-25-10-290.000 Other Employee Benefits	216.00	34972	07/16/21
V10347	J.C. EHRLICH	06/24/21	June Rodent Service 2918647	210-5-41-20-431.000 R&M Buildings & Grounds	109.00	34973	07/16/21
V9454	LENNY'S SHOE & APP	06/28/21	uniforms - Jamie 3356726	210-5-40-12-612.000 Uniforms	179.96	34978	07/16/21
V9454	LENNY'S SHOE & APP	06/29/21	uniforms - Mike 3356884	210-5-40-12-612.000 Uniforms	344.98	34978	07/16/21
V10130	LOWE'S BUSINESS ACCOUNT	06/28/21	soap 02161 C	210-5-40-12-610.000 General Supplies	8.67	34980	07/16/21
V10130	LOWE'S BUSINESS ACCOUNT	06/16/21	42-GfiL 50-CT 3ML CONTR C 02835	210-5-40-12-610.000 General Supplies	27.54	34980	07/16/21
V10130	LOWE'S BUSINESS ACCOUNT	06/03/21	ORTHO HD MAX 060321A 23114	210-5-40-12-610.000 General Supplies	14.70	34980	07/16/21
27840	MADISON NATIONAL LIFE INS	02/20/21	Life Ins Aug 21 Village 080121V	210-5-10-10-210.000 Group Insurance	97.80	34981	07/16/21
27840	MADISON NATIONAL LIFE INS	02/20/21	Life Ins Aug 21 Village 080121V	210-5-13-10-210.000 Group Insurance	32.60	34981	07/16/21
27840	MADISON NATIONAL LIFE INS	02/20/21	Life Ins Aug 21 Village 080121V	210-5-40-12-210.000 Group Insurance	111.20	34981	07/16/21
27840	MADISON NATIONAL LIFE INS	02/20/21	Life Ins Aug 21 Village 080121V	210-5-40-13-210.000 Group Insurance	17.39	34981	07/16/21
27840	MADISON NATIONAL LIFE INS	02/20/21	Life Ins Aug 21 Village 080121V	210-5-35-10-210.000 Group Insurance	195.60	34981	07/16/21
27840	MADISON NATIONAL LIFE INS	02/20/21	Life Ins Aug 21 Village 080121V	210-5-16-10-210.000 Group Insurance	65.20	34981	07/16/21

07/16/21

## Town of Essex / Village of EJ Accounts Payable

Page 3 of 6

02:15 pm

Check Warrant Report # 17260 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 07/16/21 To 07/16/21 &amp; Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
27840	MADISON NATIONAL LIFE INS	02/20/21	Life Ins Aug 21 Village 080121V	210-5-30-10-210.000 Group Insurance	130.40	34981	07/16/21
27840	MADISON NATIONAL LIFE INS	02/20/21	Life Ins Aug 21 Village 080121V	210-5-30-12-210.000 Group Insurance	66.99	34981	07/16/21
26920	MAYVILLE DARBY	07/07/21	recording secretary for V 13	210-5-16-10-330.000 Professional Services	131.25	34982	07/16/21
05485	NATIONAL BUSINESS LEASING	07/10/21	Copier leases 7/15-8/14/2 73102314	210-5-35-10-442.000 Rental Vehicles/Equip	80.72	34989	07/16/21
05485	NATIONAL BUSINESS LEASING	07/10/21	Copier leases 7/15-8/14/2 73102314	210-5-35-10-442.000 Rental Vehicles/Equip	80.74	34989	07/16/21
05485	NATIONAL BUSINESS LEASING	07/10/21	Copier leases 7/15-8/14/2 73102314	210-5-40-12-442.000 Rental Vehicles/Equip	72.59	34989	07/16/21
05485	NATIONAL BUSINESS LEASING	07/10/21	Copier leases 7/15-8/14/2 73102314	210-5-10-10-442.000 Rental Vehicles/Equip	138.97	34989	07/16/21
28035	NEW ENGLAND MARINE AND IN	06/25/21	Life Vests 76661	210-5-25-10-750.000 Machinery & Equipment	1051.20	34990	07/16/21
25140	PIKE INDUSTRIES INC	07/06/21	Asphalt 1139438	210-5-40-12-605.000 Summer Construction Suppl	128.00	34998	07/16/21
25330	QUEEN CITY STEEL CO.	07/09/21	11GA HR SHEET 48"X 96" 265502	210-5-40-12-575.000 Storm Sewer Maintenance	291.00	35002	07/16/21
18010	REYNOLDS & SON, INC.	07/12/21	supplies 3393109	210-5-40-12-610.000 General Supplies	170.43	35003	07/16/21
24775	ROBERGE & SONS MOWING INC	06/30/21	boom for road side mowing 519760	210-5-40-12-451.000 Summer Construction Servi	1330.00	35004	07/16/21
37965	S D IRELAND CONCRETE	07/12/21	Lincoln Terrace 90123	210-5-40-12-573.000 Sidewalk and Curb Maint	558.00	35007	07/16/21
17505	SAND HILL SOLAR LLC	07/12/21	61821-070821 Village Sola 231	210-5-41-26-622.000 Electricity	2887.62	35008	07/16/21
17505	SAND HILL SOLAR LLC	07/12/21	61821-070821 Village Sola 231	210-5-41-23-622.000 Electricity	383.05	35008	07/16/21
17505	SAND HILL SOLAR LLC	07/12/21	61821-070821 Village Sola 231	210-5-41-21-622.000 Electricity	745.36	35008	07/16/21
17505	SAND HILL SOLAR LLC	07/12/21	61821-070821 Village Sola 231	210-5-41-22-622.000 Electricity	468.85	35008	07/16/21
17505	SAND HILL SOLAR LLC	07/12/21	61821-070821 Village Sola 231	210-5-41-20-622.000 Electricity	468.84	35008	07/16/21
17505	SAND HILL SOLAR LLC	07/12/21	61821-070821 Village Sola 231	210-5-40-12-622.200 Streetlight Electricity	924.89	35008	07/16/21
17505	SAND HILL SOLAR LLC	07/12/21	61821-070821 Village Sola 231	210-5-40-12-622.000 Electricity	260.71	35008	07/16/21
42565	SEVEN DAYS	05/12/21	Village Highway job ad 211453	210-5-40-12-540.000 Advertising	144.50	35012	07/16/21
29835	SHERWIN-WILLIAMS	06/22/21	MSP Paint 50526	210-5-30-12-610.000 General Supplies	31.82	35013	07/16/21
36130	VERIZON WIRELESS	05/18/21	shared service 4/19-5/18/ 9880020812	210-5-16-10-530.000 Communications	40.01	35023	07/16/21
36130	VERIZON WIRELESS	05/18/21	shared service 4/19-5/18/ 9880020812	210-5-25-10-530.000 Communications	160.04	35023	07/16/21
36130	VERIZON WIRELESS	06/18/21	TOWN CELL PHONE 9882212653	210-5-40-12-530.000 Communications	-4.51	35024	07/16/21

07/16/21

## Town of Essex / Village of EJ Accounts Payable

Page 4 of 6

02:15 pm

Check Warrant Report # 17260 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 07/16/21 To 07/16/21 &amp; Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
11935	VIKING-CIVES USA	06/30/21 JOHNSTON WATER ELEMENT ME	210-5-40-12-430.000	371.38	35025	07/16/21
		4507743	R&M Vehicles & Equipment			
V2380	VLCT PACIF	07/02/21 WC Audit Adjustment	210-5-40-12-260.000	212.95	35026	07/16/21
		INT202133308	Workers Comp Insurance			
V2380	VLCT PACIF	07/02/21 WC Audit Adjustment	210-5-40-13-260.000	49.72	35026	07/16/21
		INT202133308	Workers Comp Insurance			
V2380	VLCT PACIF	07/02/21 WC Audit Adjustment	210-5-13-10-260.000	2736.35	35026	07/16/21
		INT202133308	Workers Comp Insurance			
V2380	VLCT PACIF	07/02/21 WC Audit Adjustment	210-5-13-10-260.000	56.88	35026	07/16/21
		INT202133308	Workers Comp Insurance			
36240	DUBOIS & KING INC	07/07/21 Crescent Connector	230-5-16-10-890.824	1479.11	34940	07/16/21
		80	Cres. Connector			
05590	STONE ENVIRONMENTAL INC	05/12/21 Phosphorus Control Plan,	230-5-40-13-890.817	410.10	35016	07/16/21
		14237	CA0530 Phosphorus Control			
27840	MADISON NATIONAL LIFE INS	02/20/21 Life Ins Aug 21 Village	254-5-54-20-210.000	82.07	34981	07/16/21
		080121V	Group Insurance			
10110	MCGOVERN MECHANICAL CORP	07/09/21 Residential Water Meter R	254-5-54-70-750.001	275.00	34983	07/16/21
		1663	Meter Replacement Program			
38760	TI-SALES INC	07/09/21 meter replacement parts	254-5-54-70-750.001	1424.44	35017	07/16/21
		0132953	Meter Replacement Program			
V2380	VLCT PACIF	07/02/21 WC Audit Adjustment	254-5-54-20-260.000	40.69	35026	07/16/21
		INT202133308	Workers Comp Insurance			
20475	AERZEN USA CORPORATION	07/09/21 Blower #2 Fittings	255-5-55-30-570.000	424.81	34913	07/16/21
		SEPI21003278	Other Purchased Services			
25650	BAU/HOPKINS	06/29/21 hoses	255-5-55-30-570.000	2993.85	34917	07/16/21
		2113955	Other Purchased Services			
06870	ENDYNE INC	07/07/21 Final Phase Batch Analy	255-5-55-70-722.012	265.00	34942	07/16/21
		377153	Phlo Final Phase			
06870	ENDYNE INC	07/09/21 6/30/21 TKN	255-5-55-30-340.000	35.00	34942	07/16/21
		377393	Technical Services			
19005	FIRSTLIGHT FIBER	07/01/21 communications	255-5-55-30-530.000	227.85	34951	07/16/21
		9417655	Communications			
27840	MADISON NATIONAL LIFE INS	02/20/21 Life Ins Aug 21 Village	255-5-55-30-210.000	169.00	34981	07/16/21
		080121V	Group Insurance			
34995	MCMaster CARR SUPPLY CO	07/08/21 Blower 2 Compression Fitt	255-5-55-30-570.000	26.03	34984	07/16/21
		61294008	Other Purchased Services			
05485	NATIONAL BUSINESS LEASING	07/10/21 Copier leases 7/15-8/14/2	255-5-55-30-442.000	80.74	34989	07/16/21
		73102314	Rental Vehicles/Equip			
V9260	PENN VALLEY PUMP CO., INC	06/30/21 WPS #2 gasket sets	255-5-55-30-570.000	483.00	34996	07/16/21
		16125	Other Purchased Services			
12775	PRATT & SMITH ELECTRICAL	06/30/21 wiring for new VFD at Ess	255-5-55-70-730.001	6976.95	35000	07/16/21
		9106	Energy Conservation			
36130	VERIZON WIRELESS	05/18/21 shared service 4/19-5/18/	255-5-55-30-530.000	55.94	35023	07/16/21
		9880020812	Communications			
36130	VERIZON WIRELESS	06/18/21 TOWN CELL PHONE	255-5-55-30-530.000	-26.14	35024	07/16/21
		9882212653	Communications			
36130	VERIZON WIRELESS	06/18/21 TOWN CELL PHONE	255-5-55-30-570.000	-5.16	35024	07/16/21
		9882212653	Other Purchased Services			
V2380	VLCT PACIF	07/02/21 WC Audit Adjustment	255-5-55-30-260.000	114.90	35026	07/16/21
		INT202133308	Workers Comp Insurance			

07/16/21

## Town of Essex / Village of EJ Accounts Payable

Page 5 of 6

02:15 pm

Check Warrant Report # 17260 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 07/16/21 To 07/16/21 &amp; Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
V9454	06/29/21	LENNY'S SHOE & APP uniforms - Ron 3356882	256-5-56-40-612.000 Uniforms	199.95	34978	07/16/21
27840	02/20/21	MADISON NATIONAL LIFE INS Life Ins Aug 21 Village 080121V	256-5-56-40-210.000 Group Insurance	6.56	34981	07/16/21
10110	07/09/21	MCGOVERN MECHANICAL CORP Residential Water Meter R 1663	256-5-56-70-750.001 Meter Replacement Program	550.00	34983	07/16/21
17505	07/12/21	SAND HILL SOLAR LLC 61821-070821 Village Sola 231	256-5-56-40-434.002 West Street PS Costs	646.84	35008	07/16/21
17505	07/12/21	SAND HILL SOLAR LLC 61821-070821 Village Sola 231	256-5-56-40-434.001 Susie Wilson PS Costs	437.01	35008	07/16/21
17505	07/12/21	SAND HILL SOLAR LLC 61821-070821 Village Sola 231	256-5-56-40-622.000 Electricity	151.01	35008	07/16/21
38760	07/09/21	TI-SALES INC meter replacement parts 0132953	256-5-56-70-750.001 Meter Replacement Program	2848.88	35017	07/16/21
V2380	07/02/21	VLCT PACIF WC Audit Adjustment INT202133308	256-5-56-40-260.000 Workers Comp Insurance	36.50	35026	07/16/21
19815	07/02/21	AMAZON CAPITAL SERVICES Senior Center Supplies 11JNJ7QDLG7	258-5-33-13-830.000 Regular Programs	152.82	34914	07/16/21
05485	07/10/21	NATIONAL BUSINESS LEASING Copier leases 7/15-8/14/2 73102314	258-5-33-13-442.000 Rental Vehicles/Equip	94.15	34989	07/16/21
19815	06/27/21	AMAZON CAPITAL SERVICES CMS Supplies 16VCN6HLFNH1	259-5-30-17-610.000 General Supplies	196.09	34914	07/16/21
19815	06/29/21	AMAZON CAPITAL SERVICES CMS Supplies 177DD3V9KDN3	259-5-30-17-610.000 General Supplies	50.98	34914	07/16/21
19815	07/03/21	AMAZON CAPITAL SERVICES Camp Discovery Supplies 19MP9K7RM6ND	259-5-30-17-610.000 General Supplies	155.36	34914	07/16/21
19815	07/05/21	AMAZON CAPITAL SERVICES Camp Reach Supplies 1KQHMN3C1J4V	259-5-30-17-610.000 General Supplies	15.99	34914	07/16/21
19815	06/28/21	AMAZON CAPITAL SERVICES Kayak Straps - Venture 1R76T4XD3XQJ	259-5-30-17-610.000 General Supplies	167.60	34914	07/16/21
19815	06/27/21	AMAZON CAPITAL SERVICES Camp STAR Supplies 1THTJV4P7R3V	259-5-30-17-610.000 General Supplies	11.66	34914	07/16/21
19815	06/28/21	AMAZON CAPITAL SERVICES Camp Discovery Supplies 1VYMPQMG63XT	259-5-30-17-610.000 General Supplies	212.21	34914	07/16/21
28110	06/25/21	CATOE LAURA Camp Refund 107401	259-4-30-17-020.313 Childcare - DC	185.00	34925	07/16/21
27840	02/20/21	MADISON NATIONAL LIFE INS Life Ins Aug 21 Village 080121V	259-5-30-15-210.000 Group Insurance	367.39	34981	07/16/21
27840	02/20/21	MADISON NATIONAL LIFE INS Life Ins Aug 21 Village 080121V	259-5-30-16-210.000 Group Insurance	130.43	34981	07/16/21
05485	07/10/21	NATIONAL BUSINESS LEASING Copier leases 7/15-8/14/2 73102314	259-5-30-10-442.000 Rental Vehicles/Equip	177.89	34989	07/16/21
25395	06/30/21	POOL WORLD INC Pool auto vacuum replacem 239273	259-5-30-11-431.000 R&M Buildings & Grounds	4574.97	34999	07/16/21
36130	06/18/21	VERIZON WIRELESS TOWN CELL PHONE 9882212653	259-5-30-16-610.000 General Supplies	-13.07	35024	07/16/21
V2380	07/02/21	VLCT PACIF WC Audit Adjustment INT202133308	259-5-30-10-260.000 Workers Comp Insurance	7759.01	35026	07/16/21

07/16/21

Town of Essex / Village of EJ Accounts Payable

Page 6 of 6

02:15 pm

Check Warrant Report # 17260 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 07/16/21 To 07/16/21 & Fund 2

Vendor	Invoice	Invoice Description		Amount	Check	Check
	Date	Invoice Number	Account	Paid	Number	Date
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		Report Total		59753.76		
				=====		

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**From:** Carole Harvey

**Date:** July 19, 2021 at 10:14:39 AM EDT

**To:** Andrew Brown <[abrown@essexjunction.org](mailto:abrown@essexjunction.org)>

**Subject:** Indian Brook

Dear Andrew,

Unfortunately I will not be able to attend the joint Select Board and Trustees meeting tonight, but I would like to convey to you my strong support for the ability for Village residents to continue to purchase season passes to Indian Brook post separation from the Town. Although the purchase of day passes may be an option, that ability may change because of increased usage and environmental deterioration. The Town of Essex would have the option to limit visitation to residents of the town. I have voted for Town/Village separation, but I will reconsider my vote if the availability to purchase seasonal passes for Village residents is discontinued post separation. Indian Brook is a treasure and with increasing development taking place, it would be a shame if access to this special place is no longer possible.

Carole Harvey

19 Kiln Road

## GENERAL FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>210-4 Revenue</b>					
210-4-00-00-010.000 Property Taxes	3,670,039.00	3,671,305.69	-1,266.69	100.03%	0.00
210-4-00-00-020.001 PILOT Tax Agreements	6,700.00	6,772.07	-72.07	101.08%	0.00
210-4-00-00-020.022 Rents and Royalties	2,400.00	2,900.00	-500.00	120.83%	0.00
210-4-00-00-020.054 Admin Fee - Water	114,674.00	114,674.00	0.00	100.00%	28,668.50
210-4-00-00-020.055 Admin Fee - WWTF	57,337.00	57,337.00	0.00	100.00%	14,334.25
210-4-00-00-020.056 Admin Fee - Sanitation	114,674.00	114,674.00	0.00	100.00%	28,668.50
210-4-00-00-042.001 PILOT Revenue	4,500.00	4,928.96	-428.96	109.53%	0.00
210-4-00-00-060.000 Interest Income	2,500.00	2,463.00	37.00	98.52%	0.24
210-4-00-00-080.001 State District Court Fine	1,000.00	4,208.00	-3,208.00	420.80%	438.00
210-4-00-00-098.000 Misc Revenue	2,000.00	7,170.26	-5,170.26	358.51%	3,031.70
210-4-10-10-090.000 Transfer Town/Village	50,000.00	50,000.00	0.00	100.00%	12,500.00
210-4-16-10-030.008 License and Zoning Fees	25,000.00	27,735.00	-2,735.00	110.94%	1,155.00
210-4-17-10-050.151 Donations - Block Party	500.00	0.00	500.00	0.00%	0.00
210-4-25-10-098.000 Misc Revenue	20.00	50.00	-30.00	250.00%	0.00
210-4-30-10-020.000 Charges for Services	20,000.00	11,691.99	8,308.01	58.46%	1,343.75
210-4-30-10-090.000 Transfer Town/Village	12,000.00	12,000.00	0.00	100.00%	3,000.00
210-4-35-10-090.000 Transfer Town/Village	15,000.00	15,000.00	0.00	100.00%	3,750.00
210-4-35-10-098.000 Misc Revenue	500.00	0.00	500.00	0.00%	0.00
210-4-40-12-090.000 Transfer Town/Village	1,192,960.00	1,191,960.00	1,000.00	99.92%	297,990.00
210-4-40-12-098.000 Misc Revenue	4,000.00	4,577.00	-577.00	114.43%	2,020.00
210-4-40-13-090.000 Transfer Town/Village	71,851.00	71,851.00	0.00	100.00%	17,962.75
210-4-41-20-090.000 Transfer Town/Village	0.00	1,840.20	-1,840.20	100.00%	153.35
<b>210-4-90-00 Other Sources and Uses</b>					
210-4-90-00-040.000 Federal Grant Revenue	0.00	105,418.24	-105,418.24	100.00%	0.00
210-4-90-00-050.000 Library Donation Revenue	0.00	9,301.00	-9,301.00	100.00%	0.00
210-4-90-00-640.201 Adult Collection replacem	0.00	1,295.00	-1,295.00	100.00%	158.00
210-4-90-00-640.202 Juvenile Collection repl	0.00	581.00	-581.00	100.00%	111.00
<b>Total Other Sources and Uses</b>	<b>0.00</b>	<b>116,595.24</b>	<b>-116,595.24</b>	<b>100.00%</b>	<b>269.00</b>
<b>Total Revenue</b>	<b>5,367,655.00</b>	<b>5,489,733.41</b>	<b>-122,078.41</b>	<b>102.27%</b>	<b>415,285.04</b>
<b>Total Revenues</b>	<b>5,367,655.00</b>	<b>5,489,733.41</b>	<b>-122,078.41</b>	<b>102.27%</b>	<b>415,285.04</b>
<b>210-5-10-10 Administration</b>					
210-5-10-10-110.000 Regular Salaries	180,929.00	174,045.86	6,883.14	96.20%	16,534.09
210-5-10-10-120.000 Part Time Salaries	4,798.00	0.00	4,798.00	0.00%	0.00
210-5-10-10-130.000 Overtime	0.00	3,410.46	-3,410.46	100.00%	443.45
210-5-10-10-150.000 Shared Employee Expense	92,133.00	92,133.00	0.00	100.00%	7,677.75
210-5-10-10-190.000 Board member Payments	2,500.00	2,500.00	0.00	100.00%	625.00
210-5-10-10-210.000 Group Insurance	94,089.00	57,948.23	36,140.77	61.59%	1,246.01
210-5-10-10-220.000 Social Security	14,399.00	13,951.63	447.37	96.89%	1,402.37
210-5-10-10-230.000 Retirement	20,022.00	18,838.11	1,183.89	94.09%	1,556.00
210-5-10-10-320.000 Legal Services	22,000.00	28,614.80	-6,614.80	130.07%	4,007.50
210-5-10-10-330.000 Professional Services	1,000.00	6,448.19	-5,448.19	644.82%	-840.00
210-5-10-10-340.000 Technical Services	3,824.00	4,457.48	-633.48	116.57%	312.72
210-5-10-10-442.000 Rental Vehicles/Equip	4,203.00	2,721.34	1,481.66	64.75%	161.27
210-5-10-10-500.000 Training, Conf, Dues	6,000.00	1,605.00	4,395.00	26.75%	595.00

## GENERAL FUND

Account			Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
210-5-10-10-530.000 Communications	22,500.00	25,794.39	-3,294.39	114.64%	1,651.87
210-5-10-10-550.000 Printing and Binding	3,000.00	2,050.42	949.58	68.35%	0.00
210-5-10-10-560.000 Postage	500.00	1,130.47	-630.47	226.09%	0.00
210-5-10-10-570.000 Other Purchased Services	200.00	0.00	200.00	0.00%	0.00
210-5-10-10-580.000 Travel	300.00	0.00	300.00	0.00%	0.00
210-5-10-10-610.000 General Supplies	5,000.00	998.23	4,001.77	19.96%	84.45
210-5-10-10-810.113 Trustee Expenditures	5,500.00	455.17	5,044.83	8.28%	441.37
210-5-10-10-820.000 Elections	1,500.00	24,106.99	-22,606.99	1,607.13%	9,256.88
210-5-10-10-845.000 Employee/Volunteer Recogn	2,600.00	0.00	2,600.00	0.00%	0.00
<b>Total Administration</b>	<b>486,997.00</b>	<b>461,209.77</b>	<b>25,787.23</b>	<b>94.70%</b>	<b>45,155.73</b>
<b>210-5-13-10 Finance</b>					
210-5-13-10-110.000 Regular Salaries	56,246.00	59,554.36	-3,308.36	105.88%	5,630.81
210-5-13-10-130.000 Overtime	2,750.00	1,317.67	1,432.33	47.92%	0.00
210-5-13-10-210.000 Group Insurance	6,365.00	5,953.58	411.42	93.54%	343.24
210-5-13-10-220.000 Social Security	4,513.00	5,015.04	-502.04	111.12%	459.35
210-5-13-10-230.000 Retirement	5,625.00	5,506.67	118.33	97.90%	438.08
210-5-13-10-250.000 Unemployment Insurance	1,520.00	5,682.05	-4,162.05	373.82%	1,281.38
210-5-13-10-260.000 Workers Comp Insurance	16,500.00	12,516.67	3,983.33	75.86%	0.00
210-5-13-10-335.000 Audit	7,500.00	7,680.75	-180.75	102.41%	0.00
210-5-13-10-500.000 Training, Conf, Dues	250.00	272.50	-22.50	109.00%	272.50
210-5-13-10-520.000 Insurance	75,000.00	76,087.80	-1,087.80	101.45%	27.00
210-5-13-10-570.000 Other Purchased Services	4,895.00	5,105.18	-210.18	104.29%	185.00
210-5-13-10-580.000 Travel	100.00	0.00	100.00	0.00%	0.00
210-5-13-10-610.000 General Supplies	150.00	453.00	-303.00	302.00%	0.00
<b>Total Finance</b>	<b>181,414.00</b>	<b>185,145.27</b>	<b>-3,731.27</b>	<b>102.06%</b>	<b>8,637.36</b>
<b>210-5-16-10 Community Development</b>					
210-5-16-10-110.000 Regular Salaries	157,800.00	157,624.33	175.67	99.89%	14,862.57
210-5-16-10-130.000 Overtime	0.00	108.71	-108.71	100.00%	0.00
210-5-16-10-190.000 Board member Payments	3,600.00	3,600.00	0.00	100.00%	900.00
210-5-16-10-210.000 Group Insurance	24,636.00	19,357.22	5,278.78	78.57%	622.60
210-5-16-10-220.000 Social Security	12,072.00	12,536.04	-464.04	103.84%	1,217.29
210-5-16-10-230.000 Retirement	15,780.00	15,396.28	383.72	97.57%	1,236.24
210-5-16-10-320.000 Legal Services	6,000.00	546.25	5,453.75	9.10%	17.50
210-5-16-10-330.000 Professional Services	10,000.00	2,794.75	7,205.25	27.95%	1,119.75
210-5-16-10-500.000 Training, Conf, Dues	4,000.00	1,204.20	2,795.80	30.11%	68.67
210-5-16-10-530.000 Communications	2,600.00	1,261.09	1,338.91	48.50%	376.93
210-5-16-10-550.000 Printing and Binding	2,500.00	178.36	2,321.64	7.13%	0.00
210-5-16-10-560.000 Postage	700.00	0.00	700.00	0.00%	0.00
210-5-16-10-580.000 Travel	2,600.00	2,320.00	280.00	89.23%	200.00
210-5-16-10-610.000 General Supplies	2,000.00	264.03	1,735.97	13.20%	43.50
210-5-16-10-810.111 BWAC	7,000.00	7,225.00	-225.00	103.21%	7,225.00
<b>Total Community Development</b>	<b>251,288.00</b>	<b>224,416.26</b>	<b>26,871.74</b>	<b>89.31%</b>	<b>27,890.05</b>
<b>210-5-17-10 Economic Development</b>					
210-5-17-10-800.000 Appropriations to other a	9,500.00	7,421.50	2,078.50	78.12%	0.00

## GENERAL FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-17-10-831.000 Special or New Programs	2,500.00	6,229.32	-3,729.32	249.17%	0.00
210-5-17-10-850.000 Community Events and Cele	17,500.00	5,838.00	11,662.00	33.36%	5,679.00
210-5-17-10-899.000 Matching Grant Funds	20,000.00	658.18	19,341.82	3.29%	0.00
<b>Total Economic Development</b>	<b>49,500.00</b>	<b>20,147.00</b>	<b>29,353.00</b>	<b>40.70%</b>	<b>5,679.00</b>
<b>210-5-25-10 Fire</b>					
210-5-25-10-120.000 Part Time Salaries	186,000.00	165,591.87	20,408.13	89.03%	14,088.59
210-5-25-10-210.000 Group Insurance	3,600.00	3,506.41	93.59	97.40%	284.33
210-5-25-10-220.000 Social Security	14,436.00	12,630.32	1,805.68	87.49%	1,077.80
210-5-25-10-260.000 Workers Comp Insurance	30,050.00	17,877.50	12,172.50	59.49%	0.00
210-5-25-10-290.000 Other Employee Benefits	3,564.00	984.00	2,580.00	27.61%	0.00
210-5-25-10-330.000 Professional Services	6,800.00	4,737.00	2,063.00	69.66%	0.00
210-5-25-10-430.000 R&M Vehicles & Equipment	32,250.00	15,442.81	16,807.19	47.88%	139.02
210-5-25-10-431.000 R&M Buildings & Grounds	15,480.00	17,438.78	-1,958.78	112.65%	0.00
210-5-25-10-500.000 Training, Conf, Dues	4,000.00	3,302.25	697.75	82.56%	750.00
210-5-25-10-530.000 Communications	2,600.00	1,901.57	698.43	73.14%	301.17
210-5-25-10-610.000 General Supplies	1,000.00	2,695.99	-1,695.99	269.60%	318.28
210-5-25-10-611.000 Small Tools and Equipment	1,500.00	282.00	1,218.00	18.80%	0.00
210-5-25-10-612.000 Uniforms	25,000.00	25,682.98	-682.98	102.73%	985.90
210-5-25-10-613.000 Program Supplies	3,100.00	6,131.76	-3,031.76	197.80%	450.40
210-5-25-10-750.000 Machinery & Equipment	97,500.00	116,964.05	-19,464.05	119.96%	2,352.55
<b>Total Fire</b>	<b>426,880.00</b>	<b>395,169.29</b>	<b>31,710.71</b>	<b>92.57%</b>	<b>20,748.04</b>
<b>210-5-30-10 EJRP Administration</b>					
210-5-30-10-110.000 Regular Salaries	244,792.00	235,243.27	9,548.73	96.10%	18,515.28
210-5-30-10-120.000 Part Time Salaries	0.00	13,126.46	-13,126.46	100.00%	538.33
210-5-30-10-210.000 Group Insurance	125,468.00	114,379.78	11,088.22	91.16%	4,588.09
210-5-30-10-220.000 Social Security	18,727.00	19,107.82	-380.82	102.03%	1,454.32
210-5-30-10-230.000 Retirement	27,182.00	26,008.02	1,173.98	95.68%	2,056.00
210-5-30-10-330.000 Professional Services	21,742.00	9,028.47	12,713.53	41.53%	1,813.00
210-5-30-10-500.000 Training, Conf, Dues	8,453.00	2,348.05	6,104.95	27.78%	39.00
210-5-30-10-505.000 Tech. Subs, Licenses	6,000.00	27,129.89	-21,129.89	452.16%	837.00
210-5-30-10-530.000 Communications	9,831.00	5,628.40	4,202.60	57.25%	2,629.92
210-5-30-10-550.000 Printing and Binding	3,000.00	5,311.06	-2,311.06	177.04%	560.00
210-5-30-10-561.000 CC Processing Fees	0.00	380.15	-380.15	100.00%	29.85
210-5-30-10-610.000 General Supplies	5,000.00	14,645.80	-9,645.80	292.92%	7,107.32
210-5-30-10-832.000 Scholarships	4,000.00	0.00	4,000.00	0.00%	0.00
<b>Total EJRP Administration</b>	<b>474,195.00</b>	<b>472,337.17</b>	<b>1,857.83</b>	<b>99.61%</b>	<b>40,168.11</b>
<b>210-5-30-12 EJRP Parks and Facilities</b>					
210-5-30-12-110.000 Regular Salaries	105,360.00	108,416.00	-3,056.00	102.90%	10,095.31
210-5-30-12-120.000 Part Time Salaries	22,798.00	24,103.89	-1,305.89	105.73%	6,227.90
210-5-30-12-210.000 Group Insurance	27,076.00	25,886.41	1,189.59	95.61%	-4,583.59
210-5-30-12-220.000 Social Security	9,804.00	10,244.55	-440.55	104.49%	898.43
210-5-30-12-230.000 Retirement	10,536.00	10,244.98	291.02	97.24%	812.56
210-5-30-12-330.000 Professional Services	6,100.00	10,480.48	-4,380.48	171.81%	1,310.00
210-5-30-12-431.000 R&M Buildings & Grounds	11,739.00	3,826.77	7,912.23	32.60%	0.00

## GENERAL FUND

Account	Budget		Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
210-5-30-12-441.000 Rental Land/Buildings	500.00	550.00	-50.00	110.00%	0.00
210-5-30-12-442.000 Rental Vehicles/Equip	1,980.00	5,399.98	-3,419.98	272.73%	0.00
210-5-30-12-500.000 Training, Conf, Dues	4,302.00	607.00	3,695.00	14.11%	0.00
210-5-30-12-610.000 General Supplies	16,489.00	30,989.68	-14,500.68	187.94%	2,005.66
<b>Total EJRP Parks and Facilities</b>	<b>216,684.00</b>	<b>230,749.74</b>	<b>-14,065.74</b>	<b>106.49%</b>	<b>16,766.27</b>
<b>210-5-35-10 Brownell Library</b>					
210-5-35-10-110.000 Regular Salaries	328,850.00	325,834.69	3,015.31	99.08%	32,409.36
210-5-35-10-120.000 Part Time Salaries	108,415.00	82,880.84	25,534.16	76.45%	8,055.29
210-5-35-10-210.000 Group Insurance	134,104.00	118,373.37	15,730.63	88.27%	715.93
210-5-35-10-220.000 Social Security	33,451.00	31,220.07	2,230.93	93.33%	3,122.71
210-5-35-10-230.000 Retirement	32,580.00	31,632.44	947.56	97.09%	2,476.40
210-5-35-10-340.000 Technical Services	4,000.00	1,165.60	2,834.40	29.14%	0.00
210-5-35-10-442.000 Rental Vehicles/Equip	1,500.00	2,483.88	-983.88	165.59%	247.67
210-5-35-10-500.000 Training, Conf, Dues	4,000.00	2,007.26	1,992.74	50.18%	371.88
210-5-35-10-505.000 Tech. Subs, Licenses	7,700.00	7,241.27	458.73	94.04%	286.01
210-5-35-10-540.000 Advertising	700.00	0.00	700.00	0.00%	0.00
210-5-35-10-560.000 Postage	2,500.00	1,978.62	521.38	79.14%	171.56
210-5-35-10-610.000 General Supplies	13,500.00	6,982.40	6,517.60	51.72%	1,801.76
210-5-35-10-640.201 Adult Collection	41,500.00	33,171.76	8,328.24	79.93%	3,619.30
210-5-35-10-640.202 Juvenile Collection	20,750.00	19,481.71	1,268.29	93.89%	-6.03
210-5-35-10-735.000 Tech: Equip/Hardware	8,000.00	6,888.80	1,111.20	86.11%	225.00
210-5-35-10-750.000 Machinery & Equipment	4,000.00	8,200.00	-4,200.00	205.00%	8,200.00
210-5-35-10-840.201 Adult Programs	1,000.00	851.15	148.85	85.12%	35.92
210-5-35-10-840.202 Childrens Programs	4,500.00	3,511.25	988.75	78.03%	913.86
210-5-35-10-845.000 Employee/Volunteer Recogn	800.00	412.49	387.51	51.56%	0.00
<b>Total Brownell Library</b>	<b>751,850.00</b>	<b>684,317.60</b>	<b>67,532.40</b>	<b>91.02%</b>	<b>62,646.62</b>
<b>210-5-40-12 Highways</b>					
210-5-40-12-110.000 Regular Salaries	190,202.00	183,278.56	6,923.44	96.36%	17,074.24
210-5-40-12-120.000 Part Time Salaries	27,388.00	8,727.09	18,660.91	31.86%	802.94
210-5-40-12-130.000 Overtime	18,300.00	12,263.54	6,036.46	67.01%	1,523.05
210-5-40-12-210.000 Group Insurance	78,989.00	79,543.16	-554.16	100.70%	7,339.62
210-5-40-12-220.000 Social Security	18,046.00	15,628.20	2,417.80	86.60%	1,510.89
210-5-40-12-230.000 Retirement	19,020.00	17,949.98	1,070.02	94.37%	1,241.58
210-5-40-12-250.000 Unemployment Insurance	300.00	1,121.48	-821.48	373.83%	252.91
210-5-40-12-260.000 Workers Comp Insurance	20,275.00	9,880.97	10,394.03	48.73%	0.00
210-5-40-12-330.000 Professional Services	16,000.00	18,002.89	-2,002.89	112.52%	307.50
210-5-40-12-410.000 Water and Sewer Charges	2,500.00	2,388.89	111.11	95.56%	0.00
210-5-40-12-422.000 Snow Removal	20,000.00	6,893.50	13,106.50	34.47%	231.00
210-5-40-12-425.000 Trash Removal	9,000.00	7,991.38	1,008.62	88.79%	644.76
210-5-40-12-430.000 R&M Vehicles & Equipment	28,000.00	42,259.82	-14,259.82	150.93%	84.50
210-5-40-12-431.000 R&M Buildings & Grounds	10,000.00	7,914.20	2,085.80	79.14%	20.22
210-5-40-12-441.000 Rental Land/Buildings	12,890.00	14,498.74	-1,608.74	112.48%	0.00
210-5-40-12-442.000 Rental Vehicles/Equip	3,000.00	2,843.28	156.72	94.78%	243.87
210-5-40-12-451.000 Summer Construction Servi	255,800.00	304,240.52	-48,440.52	118.94%	1,113.90
210-5-40-12-500.000 Training, Conf, Dues	500.00	1,500.00	-1,000.00	300.00%	0.00
210-5-40-12-520.000 Insurance	13,750.00	14,137.34	-387.34	102.82%	0.00

## GENERAL FUND

Account			Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
210-5-40-12-521.000 Insurance Deductibles	1,000.00	0.00	1,000.00	0.00%	0.00
210-5-40-12-530.000 Communications	3,800.00	2,835.35	964.65	74.61%	192.48
210-5-40-12-540.000 Advertising	500.00	365.00	135.00	73.00%	0.00
210-5-40-12-571.000 Streetscape Maintenance	11,500.00	18,164.72	-6,664.72	157.95%	92.00
210-5-40-12-572.000 Traffic Control	16,000.00	20,907.59	-4,907.59	130.67%	11,202.82
210-5-40-12-573.000 Sidewalk and Curb Maint	5,500.00	11,298.60	-5,798.60	205.43%	1,057.00
210-5-40-12-575.000 Storm Sewer Maintenance	15,000.00	20,504.28	-5,504.28	136.70%	0.00
210-5-40-12-600.000 Salt, Sand and Gravel	125,000.00	126,091.89	-1,091.89	100.87%	3,203.89
210-5-40-12-605.000 Summer Construction Suppl	24,000.00	42,464.56	-18,464.56	176.94%	1,295.03
210-5-40-12-610.000 General Supplies	26,000.00	25,639.54	360.46	98.61%	1,977.65
210-5-40-12-610.200 Streetlight Supplies	12,000.00	19,484.91	-7,484.91	162.37%	0.00
210-5-40-12-612.000 Uniforms	6,500.00	4,711.35	1,788.65	72.48%	823.86
210-5-40-12-621.000 Natural Gas/Heating	4,000.00	2,775.59	1,224.41	69.39%	148.84
210-5-40-12-622.000 Electricity	4,200.00	2,984.87	1,215.13	71.07%	341.36
210-5-40-12-622.200 Streetlight Electricity	132,000.00	124,830.55	7,169.45	94.57%	22,069.52
210-5-40-12-626.000 Gasoline	38,000.00	22,446.42	15,553.58	59.07%	1,246.48
210-5-40-12-750.000 Machinery & Equipment	14,000.00	9,970.99	4,029.01	71.22%	9,970.99
210-5-40-12-810.112 Tree Advisory Committee	10,000.00	9,124.00	876.00	91.24%	0.00
<b>Total Highways</b>	<b>1,192,960.00</b>	<b>1,215,663.75</b>	<b>-22,703.75</b>	<b>101.90%</b>	<b>86,012.90</b>
<b>210-5-40-13 Stormwater</b>					
210-5-40-13-110.000 Regular Salaries	47,232.00	47,799.63	-567.63	101.20%	4,602.82
210-5-40-13-210.000 Group Insurance	12,815.00	15,672.07	-2,857.07	122.29%	0.00
210-5-40-13-220.000 Social Security	3,613.00	3,865.03	-252.03	106.98%	535.28
210-5-40-13-230.000 Retirement	4,723.00	4,758.24	-35.24	100.75%	461.66
210-5-40-13-250.000 Unemployment Insurance	30.00	112.14	-82.14	373.80%	25.29
210-5-40-13-260.000 Workers Comp Insurance	3,438.00	2,160.10	1,277.90	62.83%	0.00
<b>Total Stormwater</b>	<b>71,851.00</b>	<b>74,367.21</b>	<b>-2,516.21</b>	<b>103.50%</b>	<b>5,625.05</b>
<b>210-5-41 Buildings</b>					
<b>210-5-41-20 2 Lincoln Street</b>					
210-5-41-20-400.000 Contracted Services	9,000.00	10,572.57	-1,572.57	117.47%	1,186.97
210-5-41-20-410.000 Water and Sewer Charges	1,000.00	618.94	381.06	61.89%	0.00
210-5-41-20-431.000 R&M Buildings & Grounds	11,800.00	11,118.69	681.31	94.23%	85.28
210-5-41-20-530.000 Communications	3,700.00	4,910.25	-1,210.25	132.71%	456.92
210-5-41-20-610.000 General Supplies	2,000.00	631.32	1,368.68	31.57%	357.24
210-5-41-20-621.000 Natrual Gas/Heating	6,400.00	5,432.30	967.70	84.88%	309.67
210-5-41-20-622.000 Electricity	7,500.00	5,408.85	2,091.15	72.12%	650.23
210-5-41-20-755.000 Furniture and Fixtures	2,000.00	0.00	2,000.00	0.00%	0.00
<b>Total 2 Lincoln Street</b>	<b>43,400.00</b>	<b>38,692.92</b>	<b>4,707.08</b>	<b>89.15%</b>	<b>3,046.31</b>
<b>210-5-41-21 Brownell Library</b>					
210-5-41-21-400.000 Contracted Services	34,000.00	28,663.90	5,336.10	84.31%	2,212.75
210-5-41-21-410.000 Water and Sewer Charges	900.00	485.10	414.90	53.90%	0.00
210-5-41-21-431.000 R&M Buildings & Grounds	28,625.00	27,547.98	1,077.02	96.24%	1,468.85
210-5-41-21-530.000 Communications	1,500.00	1,234.38	265.62	82.29%	384.24
210-5-41-21-621.000 Natrual Gas/Heating	7,400.00	5,890.32	1,509.68	79.60%	364.15

## GENERAL FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-41-21-622.000 Electricity	15,000.00	8,230.26	6,769.74	54.87%	1,068.76
<b>Total Brownell Library</b>	<b>87,425.00</b>	<b>72,051.94</b>	<b>15,373.06</b>	<b>82.42%</b>	<b>5,498.75</b>
<b>210-5-41-22 Village Fire Station</b>					
210-5-41-22-410.000 Water and Sewer Charges	500.00	431.84	68.16	86.37%	46.54
210-5-41-22-431.000 R&M Buildings & Grounds	12,000.00	8,682.97	3,317.03	72.36%	1,946.65
210-5-41-22-530.000 Communications	2,115.00	2,587.01	-472.01	122.32%	408.61
210-5-41-22-610.000 General Supplies	2,000.00	151.28	1,848.72	7.56%	0.00
210-5-41-22-621.000 Natrual Gas/Heating	4,800.00	2,656.47	2,143.53	55.34%	107.55
210-5-41-22-622.000 Electricity	7,300.00	6,107.02	1,192.98	83.66%	650.23
210-5-41-22-626.000 Gasoline	6,000.00	2,654.84	3,345.16	44.25%	261.74
<b>Total Village Fire Station</b>	<b>34,715.00</b>	<b>23,271.43</b>	<b>11,443.57</b>	<b>67.04%</b>	<b>3,421.32</b>
<b>210-5-41-23 Park Street School</b>					
210-5-41-23-400.000 Contracted Services	0.00	905.69	-905.69	100.00%	0.00
210-5-41-23-410.000 Water and Sewer Charges	650.00	829.37	-179.37	127.60%	0.00
210-5-41-23-431.000 R&M Buildings & Grounds	600.00	5,314.26	-4,714.26	885.71%	0.00
210-5-41-23-530.000 Communications	2,550.00	3,156.85	-606.85	123.80%	436.08
210-5-41-23-621.000 Natrual Gas/Heating	3,300.00	3,118.15	181.85	94.49%	183.92
210-5-41-23-622.000 Electricity	4,000.00	4,300.60	-300.60	107.52%	449.19
<b>Total Park Street School</b>	<b>11,100.00</b>	<b>17,624.92</b>	<b>-6,524.92</b>	<b>158.78%</b>	<b>1,069.19</b>
<b>210-5-41-26 Maple St. Park and Pool</b>					
210-5-41-26-400.000 Contracted Services	21,840.00	47,636.17	-25,796.17	218.11%	11,417.33
210-5-41-26-410.000 Water and Sewer Charges	5,200.00	5,799.07	-599.07	111.52%	0.00
210-5-41-26-431.000 R&M Buildings & Grounds	3,600.00	4,422.97	-822.97	122.86%	-150.77
210-5-41-26-530.000 Communications	5,350.00	9,597.91	-4,247.91	179.40%	1,080.81
210-5-41-26-621.000 Natrual Gas/Heating	6,960.00	6,401.40	558.60	91.97%	387.96
210-5-41-26-622.000 Electricity	30,500.00	29,394.04	1,105.96	96.37%	3,786.78
210-5-41-26-626.000 Gasoline	3,101.00	954.41	2,146.59	30.78%	222.90
<b>Total Maple St. Park and Pool</b>	<b>76,551.00</b>	<b>104,205.97</b>	<b>-27,654.97</b>	<b>136.13%</b>	<b>16,745.01</b>
<b>Total Buildings</b>	<b>253,191.00</b>	<b>255,847.18</b>	<b>-2,656.18</b>	<b>101.05%</b>	<b>29,780.58</b>
<b>210-5-90-00 Transfers and Misc.</b>					
210-5-90-00-640.201 Adult Collection replacem	0.00	39.67	-39.67	100.00%	0.00
210-5-90-00-640.202 Juvenile Collection repl	0.00	252.32	-252.32	100.00%	0.00
210-5-90-00-890.000 Federal Grant Expenditure	0.00	63,760.49	-63,760.49	100.00%	0.00
210-5-90-00-890.829 Fed Grant: LGER	0.00	52,572.31	-52,572.31	100.00%	0.00
210-5-90-00-920.000 Transfer btwn funds (capi	803,110.00	803,034.00	76.00	99.99%	200,758.50
210-5-90-00-922.000 Contribution to FB/Reserv	5,000.00	5,000.00	0.00	100.00%	1,250.00
210-5-90-00-991.000 Library Donation Expense	0.00	6,973.21	-6,973.21	100.00%	567.01
<b>Total Transfers and Misc.</b>	<b>808,110.00</b>	<b>931,632.00</b>	<b>-123,522.00</b>	<b>115.29%</b>	<b>202,575.51</b>
<b>210-5-95-00 Debt Service</b>					

## GENERAL FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-95-00-950.903 Capital Imp Principal	135,135.00	135,135.00	0.00	100.00%	0.00
210-5-95-00-955.903 Capital Imp Interest	67,599.00	67,599.13	-0.13	100.00%	0.00
<b>Total Debt Service</b>	<b>202,734.00</b>	<b>202,734.13</b>	<b>-0.13</b>	<b>100.00%</b>	<b>0.00</b>
<b>Total Expenditures</b>	<b>5,367,654.00</b>	<b>5,353,736.37</b>	<b>13,917.63</b>	<b>99.74%</b>	<b>551,685.22</b>
<b>Total GENERAL FUND</b>	<b>1.00</b>	<b>135,997.04</b>	<b>-135,998.04</b>		<b>-136,400.18</b>
220-4-00-00-010.000 Property Taxes	0.00	111,184.29	-111,184.29	100.00%	0.00
220-4-00-00-060.000 Interest Income	0.00	964.85	-964.85	100.00%	0.00
<b>Total Revenues</b>	<b>0.00</b>	<b>112,149.14</b>	<b>-112,149.14</b>	<b>100.00%</b>	<b>0.00</b>
220-5-00-00-720.002 1 Main; Road Res-Q	0.00	4,112.50	-4,112.50	100.00%	0.00
<b>Total Expenditures</b>	<b>0.00</b>	<b>4,112.50</b>	<b>-4,112.50</b>	<b>100.00%</b>	<b>0.00</b>
<b>Total TRUSTEE CAP IMP PROJECTS</b>	<b>0.00</b>	<b>108,036.64</b>	<b>-108,036.64</b>	<b>-100.00%</b>	<b>0.00</b>
221-4-00-00-060.000 Interest Income	0.00	9.07	-9.07	100.00%	0.00
<b>Total Revenues</b>	<b>0.00</b>	<b>9.07</b>	<b>-9.07</b>	<b>100.00%</b>	<b>0.00</b>
<b>Total Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>Total MEMORIAL PARK FUND</b>	<b>0.00</b>	<b>9.07</b>	<b>-9.07</b>	<b>-100.00%</b>	<b>0.00</b>
<b>230-4-00-00 Revenue</b>					
230-4-00-00-055.000 Contributions/Assessments	15,300.00	15,300.00	0.00	100.00%	15,300.00
230-4-00-00-060.000 Interest Income	0.00	1,583.93	-1,583.93	100.00%	0.00
230-4-00-00-092.000 Transfer to Capital	401,955.00	401,955.00	0.00	100.00%	100,488.75
<b>Total Revenue</b>	<b>417,255.00</b>	<b>418,838.93</b>	<b>-1,583.93</b>	<b>100.38%</b>	<b>115,788.75</b>
230-4-16-10-040.824 Cres. Connector	0.00	245,136.99	-245,136.99	100.00%	130,368.12
230-4-16-10-040.825 Peal St Missing Link	0.00	6,231.88	-6,231.88	100.00%	0.00
230-4-40-13-040.801 02140-84474-020 FEMA Dens	0.00	193,204.03	-193,204.03	100.00%	0.00
230-4-40-13-040.816 Brick/Mansfield CA0462	0.00	104,258.55	-104,258.55	100.00%	0.00
230-4-40-13-040.817 CA0530 Phosphorus Control	0.00	39,344.37	-39,344.37	100.00%	14,345.02
230-4-40-13-041.823 BR0670 Corduroy/Vale	0.00	6,389.86	-6,389.86	100.00%	0.00
230-4-40-13-041.828 DIBG Village2019-DIGB-01	0.00	64,916.88	-64,916.88	100.00%	0.00
<b>Total Revenues</b>	<b>417,255.00</b>	<b>1,078,321.49</b>	<b>-661,066.49</b>	<b>258.43%</b>	<b>260,501.89</b>

## GEN FUND CAP RESERVE

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
230-5-16-10-890.824 Cres. Connector	0.00	245,602.18	-245,602.18	100.00%	2,734.74
230-5-16-10-890.825 Pearl St Missing Link	0.00	158.50	-158.50	100.00%	0.00
230-5-40-10-720.001 Lamaille Water Line Repl	541,025.00	78,475.27	462,549.73	14.50%	0.00
230-5-40-13-722.000 Densmore Culvert Scoping	0.00	2,884.50	-2,884.50	100.00%	0.00
230-5-40-13-722.801 Densmore Dr non-FEMA	0.00	55,951.62	-55,951.62	100.00%	1,108.00
230-5-40-13-890.801 Densmore Dr FEMA	0.00	289,923.25	-289,923.25	100.00%	159,229.00
230-5-40-13-890.816 Brick/Mansfield CA0462	0.00	205,657.50	-205,657.50	100.00%	0.00
230-5-40-13-890.817 CA0530 Phosphorus Control	0.00	29,342.02	-29,342.02	100.00%	0.00
230-5-40-13-895.818 CCRPC UPWP Planning	0.00	5,977.00	-5,977.00	100.00%	297.00
230-5-40-13-895.823 BR0670 Corduroy/Vale	0.00	5,180.98	-5,180.98	100.00%	0.00
<b>Total Expenditures</b>	<b>541,025.00</b>	<b>919,152.82</b>	<b>-378,127.82</b>	<b>169.89%</b>	<b>163,368.74</b>
<b>Total GEN FUND CAP RESERVE</b>	<b>-123,770.00</b>	<b>159,168.67</b>	<b>-35,398.67</b>	<b>-128.60%</b>	<b>97,133.15</b>
231-4-00-00-020.024 Vac Truck Rental	0.00	6,582.00	-6,582.00	100.00%	600.00
231-4-00-00-060.000 Interest Income	0.00	751.55	-751.55	100.00%	0.00
231-4-00-00-092.000 Transfer to Capital	238,624.00	238,624.00	0.00	100.00%	59,656.00
<b>Total Revenues</b>	<b>238,624.00</b>	<b>245,957.55</b>	<b>-7,333.55</b>	<b>103.07%</b>	<b>60,256.00</b>
231-5-40-12-750.002 Sidewalk Plow	123,495.00	131,339.00	-7,844.00	106.35%	0.00
231-5-95-00-950.000 Fire Truck Loan Prin	0.00	30,000.00	-30,000.00	100.00%	30,000.00
<b>Total Expenditures</b>	<b>123,495.00</b>	<b>161,339.00</b>	<b>-37,844.00</b>	<b>130.64%</b>	<b>30,000.00</b>
<b>Total ROLLING STOCK FUND</b>	<b>115,129.00</b>	<b>84,618.55</b>	<b>-199,747.55</b>	<b>73.50%</b>	<b>30,256.00</b>
232-4-00-00-060.000 Interest Income	0.00	277.95	-277.95	100.00%	0.00
232-4-00-00-092.000 Transfer to Capital	50,000.00	50,000.00	0.00	100.00%	12,500.00
<b>Total Revenues</b>	<b>50,000.00</b>	<b>50,277.95</b>	<b>-277.95</b>	<b>100.56%</b>	<b>12,500.00</b>
<b>Total Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>Total BUILDING MAINT FUND</b>	<b>50,000.00</b>	<b>50,277.95</b>	<b>-100,277.95</b>	<b>100.56%</b>	<b>12,500.00</b>
233-4-00-00-060.000 Interest Income	0.00	111.04	-111.04	100.00%	0.00
233-4-00-00-092.000 Transfer to Capital	112,455.00	112,455.00	0.00	100.00%	28,113.75
<b>Total Revenues</b>	<b>112,455.00</b>	<b>112,566.04</b>	<b>-111.04</b>	<b>100.10%</b>	<b>28,113.75</b>
233-5-00-00-730.001 Lighting and Technology	9,040.00	814.42	8,225.58	9.01%	814.42
233-5-00-00-730.002 Buildings & Facilities	4,000.00	18,319.14	-14,319.14	457.98%	0.00
233-5-00-00-740.000 Signage	0.00	8,689.86	-8,689.86	100.00%	8,689.86
233-5-00-00-740.001 Landscaping	10,000.00	0.00	10,000.00	0.00%	0.00

## EJRP CAP RESERVE

Account	Budget		Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
233-5-00-00-740.002 Resurfacing	23,500.00	24,818.15	-1,318.15	105.61%	3,704.40
233-5-00-00-740.003 Fencing	0.00	5,932.32	-5,932.32	100.00%	5,932.32
233-5-00-00-740.004 Field Maintenance	0.00	10,589.76	-10,589.76	100.00%	0.00
233-5-00-00-740.005 Park Amenitites	55,000.00	145,786.00	-90,786.00	265.07%	0.00
233-5-00-00-740.006 Pool Improvements	10,915.00	8,872.60	2,042.40	81.29%	8,872.60
<b>Total Expenditures</b>	<b>112,455.00</b>	<b>223,822.25</b>	<b>-111,367.25</b>	<b>199.03%</b>	<b>28,013.60</b>
<b>Total EJRP CAP RESERVE</b>	<b>0.00</b>	<b>-111,256.21</b>	<b>111,256.21</b>	<b>-100.00%</b>	<b>100.15</b>
234-3-00-00-060.000 Interest Income	0.00	204.03	-204.03	100.00%	0.00
<b>Total Revenues</b>	<b>0.00</b>	<b>204.03</b>	<b>-204.03</b>	<b>100.00%</b>	<b>0.00</b>
<b>Total LAND ACQUISITION FUND</b>	<b>0.00</b>	<b>204.03</b>	<b>-204.03</b>	<b>-100.00%</b>	<b>0.00</b>
<b>254-4-54-20 Water Revenues</b>					
254-4-54-20-021.000 Water User Fees	1,171,588.00	997,703.19	173,884.81	85.16%	0.00
254-4-54-20-021.001 Water Large User Fees	95,000.00	95,777.06	-777.06	100.82%	7,722.42
254-4-54-20-024.000 Utility Connection Fees	7,000.00	8,300.00	-1,300.00	118.57%	2,000.00
254-4-54-20-060.000 Interest Income	0.00	526.35	-526.35	100.00%	526.35
254-4-54-20-085.000 Penalties	4,500.00	5,232.18	-732.18	116.27%	-14.38
254-4-54-20-098.000 Misc Revenue	0.00	5,980.00	-5,980.00	100.00%	1,250.00
<b>Total Water Revenues</b>	<b>1,278,088.00</b>	<b>1,113,518.78</b>	<b>164,569.22</b>	<b>87.12%</b>	<b>11,484.39</b>
<b>254-4-54-70 Nonoperating Revenues</b>					
254-4-54-70-020.024 Vac Truck Rental	0.00	1,097.00	-1,097.00	100.00%	100.00
254-4-54-70-021.400 Water Passthrough - Globa	2,865,922.00	2,657,510.59	208,411.41	92.73%	214,683.28
254-4-54-70-041.000 State and Other Grant Rev	0.00	10,278.49	-10,278.49	100.00%	0.00
254-4-54-70-092.000 Transfer to Capital	0.00	310,000.00	-310,000.00	100.00%	77,500.00
<b>Total Nonoperating Revenues</b>	<b>2,865,922.00</b>	<b>2,978,886.08</b>	<b>-112,964.08</b>	<b>103.94%</b>	<b>292,283.28</b>
<b>Total Revenues</b>	<b>4,144,010.00</b>	<b>4,092,404.86</b>	<b>51,605.14</b>	<b>98.75%</b>	<b>303,767.67</b>
<b>254-5-54-20 Operating Expenses</b>					
254-5-54-20-110.000 Regular Salaries	123,321.00	121,736.05	1,584.95	98.71%	12,393.38
254-5-54-20-120.000 Part Time Salaries	9,507.00	3,339.81	6,167.19	35.13%	267.34
254-5-54-20-130.000 Overtime	15,000.00	9,124.59	5,875.41	60.83%	1,284.15
254-5-54-20-210.000 Group Insurance	68,513.00	69,829.32	-1,316.32	101.92%	1,686.98
254-5-54-20-220.000 Social Security	11,309.00	10,358.56	950.44	91.60%	1,077.63
254-5-54-20-230.000 Retirement	12,332.00	12,031.33	300.67	97.56%	1,026.70
254-5-54-20-250.000 Unemployment Insurance	75.00	280.38	-205.38	373.84%	63.23
254-5-54-20-260.000 Workers Comp Insurance	10,500.00	5,713.01	4,786.99	54.41%	0.00
254-5-54-20-330.000 Professional Services	1,000.00	130.50	869.50	13.05%	0.00
254-5-54-20-335.000 Audit	4,200.00	4,634.50	-434.50	110.35%	0.00
254-5-54-20-410.000 Water and Sewer Charges	200.00	93.53	106.47	46.77%	0.00
254-5-54-20-411.000 CWD Water Purchase	522,331.00	527,504.12	-5,173.12	100.99%	50,679.26

## WATER FUND

Account	Budget		Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
254-5-54-20-430.000 R&M Vehicles & Equipment	2,500.00	3,711.05	-1,211.05	148.44%	567.79
254-5-54-20-433.000 R&M Infrastructure	16,000.00	14,109.19	1,890.81	88.18%	1,289.88
254-5-54-20-441.000 Rental Land/Buildings	150.00	191.66	-41.66	127.77%	0.00
254-5-54-20-491.000 Administrative Fees	122,860.00	125,532.00	-2,672.00	102.17%	31,383.00
254-5-54-20-500.000 Training, Conf, Dues	2,000.00	525.00	1,475.00	26.25%	0.00
254-5-54-20-520.000 Insurance	6,540.00	2,018.89	4,521.11	30.87%	0.00
254-5-54-20-530.000 Communications	2,500.00	1,832.81	667.19	73.31%	57.06
254-5-54-20-550.000 Printing and Binding	2,000.00	1,292.64	707.36	64.63%	1,292.64
254-5-54-20-560.000 Postage	3,100.00	2,838.40	261.60	91.56%	0.00
254-5-54-20-610.000 General Supplies	7,000.00	4,551.61	2,448.39	65.02%	191.04
254-5-54-20-612.000 Uniforms	1,500.00	320.58	1,179.42	21.37%	0.00
254-5-54-20-614.000 Meters and Parts	8,000.00	4,592.54	3,407.46	57.41%	913.84
254-5-54-20-621.000 Natural Gas/Heating	3,000.00	2,377.43	622.57	79.25%	149.05
254-5-54-20-622.000 Electricity	1,000.00	1,381.52	-381.52	138.15%	142.96
254-5-54-20-626.000 Gasoline	3,000.00	1,339.78	1,660.22	44.66%	111.05
254-5-54-20-735.000 Tech: Equip/Hardware	2,650.00	1,083.43	1,566.57	40.88%	107.64
254-5-54-20-750.000 Machinery & Equipment	6,000.00	0.00	6,000.00	0.00%	0.00
254-5-54-20-920.000 Transfer btwn funds (capi	310,000.00	310,000.00	0.00	100.00%	77,500.00
254-5-54-20-995.000 Interest on Cash	0.00	0.00	0.00	0.00%	526.35
<b>Total Operating Expenses</b>	<b>1,278,088.00</b>	<b>1,242,474.23</b>	<b>35,613.77</b>	<b>97.21%</b>	<b>182,710.97</b>
<b>254-5-54-70 NonOperating Expenses</b>					
254-5-54-70-411.400 CWD Water Purchase - Glob	2,865,922.00	2,613,825.89	252,096.11	91.20%	214,683.28
254-5-54-70-723.002 Lamaille Water Line Repl	262,797.00	38,650.99	224,146.01	14.71%	0.00
254-5-54-70-723.003 Fairview Drive PRV	0.00	3,541.35	-3,541.35	100.00%	0.00
254-5-54-70-750.001 Meter Replacement Program	0.00	19,200.41	-19,200.41	100.00%	3,504.20
254-5-54-70-955.000 Bond Interest Expense	0.00	14,939.50	-14,939.50	100.00%	0.00
<b>Total NonOperating Expenses</b>	<b>3,128,719.00</b>	<b>2,690,158.14</b>	<b>438,560.86</b>	<b>85.98%</b>	<b>218,187.48</b>
<b>Total Expenditures</b>	<b>4,406,807.00</b>	<b>3,932,632.37</b>	<b>474,174.63</b>	<b>89.24%</b>	<b>400,898.45</b>
<b>Total WATER FUND</b>	<b>-262,797.00</b>	<b>159,772.49</b>	<b>103,024.51</b>	<b>-60.80%</b>	<b>-97,130.78</b>
<b>255-4-55-30 Operating Revenue</b>					
255-4-55-30-022.000 Sewer User Fees	860,898.00	728,932.07	131,965.93	84.67%	0.00
255-4-55-30-022.001 Village: Septage Discharg	16,000.00	95,629.04	-79,629.04	597.68%	9,863.45
255-4-55-30-022.002 Village: Leachate Revenue	0.00	7,725.42	-7,725.42	100.00%	420.24
255-4-55-30-025.001 Tri-Town: WWTF Charge - E	536,828.00	536,828.04	-0.04	100.00%	44,735.67
255-4-55-30-025.002 Tri-Town: WWTF Charge - W	730,086.00	730,086.00	0.00	100.00%	0.00
255-4-55-30-025.003 Tri-Town: Septage	8,000.00	0.00	8,000.00	0.00%	0.00
255-4-55-30-025.005 Tri-Town: Pump Station In	32,000.00	32,000.00	0.00	100.00%	8,000.00
255-4-55-30-060.000 Interest Income	0.00	4,848.77	-4,848.77	100.00%	0.00
255-4-55-30-085.000 Penalties	3,500.00	3,626.94	-126.94	103.63%	-8.64
255-4-55-30-098.000 Misc Revenue	0.00	556.10	-556.10	100.00%	278.60
<b>Total Operating Revenue</b>	<b>2,187,312.00</b>	<b>2,140,232.38</b>	<b>47,079.62</b>	<b>97.85%</b>	<b>63,289.32</b>

## WASTEWATER FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>255-4-55-70 Nonoperating Revenues</b>					
255-4-55-70-020.024 Vac Truck Rental	0.00	1,097.00	-1,097.00	100.00%	100.00
255-4-55-70-040.000 Federal Grant Revenue	0.00	17,193.76	-17,193.76	100.00%	0.00
255-4-55-70-042.008 Essex Debt Payment	0.00	225,622.93	-225,622.93	100.00%	0.00
255-4-55-70-042.009 Williston Debt Payment	0.00	221,526.07	-221,526.07	100.00%	0.00
255-4-55-70-042.010 Essex Jct. Debt Payment	0.00	229,728.49	-229,728.49	100.00%	0.00
255-4-55-70-070.000 Sale of Assets	0.00	7,500.00	-7,500.00	100.00%	0.00
255-4-55-70-092.000 Transfer to Capital	0.00	380,000.00	-380,000.00	100.00%	95,000.00
<b>Total Nonoperating Revenues</b>	<b>0.00</b>	<b>1,082,668.25</b>	<b>-1,082,668.25</b>	<b>100.00%</b>	<b>95,100.00</b>
<b>Total Revenues</b>	<b>2,187,312.00</b>	<b>3,222,900.63</b>	<b>-1,035,588.63</b>	<b>147.35%</b>	<b>158,389.32</b>
<b>255-5-55-30 Operating Expenses</b>					
255-5-55-30-110.000 Regular Salaries	338,203.00	339,043.37	-840.37	100.25%	32,354.99
255-5-55-30-120.000 Part Time Salaries	33,158.00	5,768.25	27,389.75	17.40%	22.14
255-5-55-30-130.000 Overtime	48,000.00	42,278.58	5,721.42	88.08%	3,413.55
255-5-55-30-210.000 Group Insurance	128,644.00	130,678.97	-2,034.97	101.58%	321.67
255-5-55-30-220.000 Social Security	32,081.00	30,006.63	2,074.37	93.53%	2,801.19
255-5-55-30-230.000 Retirement	33,620.00	32,828.81	791.19	97.65%	2,521.64
255-5-55-30-250.000 Unemployment Insurance	175.00	654.20	-479.20	373.83%	147.53
255-5-55-30-260.000 Workers Comp Insurance	30,000.00	16,141.70	13,858.30	53.81%	0.00
255-5-55-30-320.000 Legal Services	4,000.00	2,138.50	1,861.50	53.46%	385.00
255-5-55-30-330.000 Professional Services	4,000.00	8,263.31	-4,263.31	206.58%	206.25
255-5-55-30-335.000 Audit	4,400.00	5,440.50	-1,040.50	123.65%	0.00
255-5-55-30-340.000 Technical Services	22,000.00	12,665.00	9,335.00	57.57%	1,102.00
255-5-55-30-410.000 Water and Sewer Charges	3,500.00	6,689.47	-3,189.47	191.13%	0.00
255-5-55-30-421.000 Grit Disposal	14,980.00	12,046.90	2,933.10	80.42%	475.09
255-5-55-30-430.000 R&M Vehicles & Equipment	4,000.00	738.46	3,261.54	18.46%	0.00
255-5-55-30-442.000 Rental Vehicles/Equip	0.00	1,444.82	-1,444.82	100.00%	100.97
255-5-55-30-491.000 Administrative Fees	61,430.00	62,370.00	-940.00	101.53%	15,295.50
255-5-55-30-500.000 Training, Conf, Dues	7,500.00	4,533.06	2,966.94	60.44%	-3,831.86
255-5-55-30-510.000 Permits, Licenses, Reg	9,900.00	9,900.00	0.00	100.00%	9,900.00
255-5-55-30-520.000 Insurance	30,221.00	37,478.55	-7,257.55	124.01%	0.00
255-5-55-30-530.000 Communications	6,000.00	6,082.10	-82.10	101.37%	657.99
255-5-55-30-540.000 Advertising	0.00	43.98	-43.98	100.00%	43.98
255-5-55-30-567.000 Biosolids Land Applicatio	150,000.00	165,318.03	-15,318.03	110.21%	89,900.00
255-5-55-30-568.000 Biosolids Subcontractor	170,000.00	68,961.38	101,038.62	40.57%	9,725.22
255-5-55-30-570.000 Other Purchased Services	130,000.00	200,977.85	-70,977.85	154.60%	44,793.96
255-5-55-30-610.000 General Supplies	8,500.00	11,893.95	-3,393.95	139.93%	248.39
255-5-55-30-612.000 Uniforms	5,500.00	5,131.63	368.37	93.30%	1,628.29
255-5-55-30-618.000 Laboratory Supplies	18,000.00	20,001.15	-2,001.15	111.12%	1,178.50
255-5-55-30-619.000 Chemicals	330,000.00	322,035.09	7,964.91	97.59%	21,204.62
255-5-55-30-621.000 Natural Gas/Heating	25,000.00	16,596.17	8,403.83	66.38%	1,671.04
255-5-55-30-622.000 Electricity	150,000.00	142,669.35	7,330.65	95.11%	11,614.85
255-5-55-30-626.000 Gasoline	4,500.00	1,950.15	2,549.85	43.34%	207.58
255-5-55-30-920.000 Transfer btwn funds (capi	380,000.00	380,000.00	0.00	100.00%	95,000.00
<b>Total Operating Expenses</b>	<b>2,187,312.00</b>	<b>2,102,769.91</b>	<b>84,542.09</b>	<b>96.13%</b>	<b>343,090.08</b>

## WASTEWATER FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>255-5-55-70 Nonoperating Expenses</b>					
255-5-55-70-722.002 WWTF Refurbish	0.00	0.05	-0.05	100.00%	-9,374.30
255-5-55-70-722.003 Headworks Screen	0.00	497.00	-497.00	100.00%	0.00
255-5-55-70-722.004 Alkalinity Control	0.00	1,163.85	-1,163.85	100.00%	0.00
255-5-55-70-722.005 VPIC Phase II Pilot Scale	0.00	9,538.20	-9,538.20	100.00%	0.00
255-5-55-70-722.006 Primary Digester Block Re	0.00	53,169.55	-53,169.55	100.00%	0.00
255-5-55-70-722.007 Flow EQ Digester Reseal	0.00	-23,881.60	23,881.60	100.00%	0.00
255-5-55-70-722.008 Vt Phos Challenge PePhlo	50,000.00	11,125.71	38,874.29	22.25%	204.65
255-5-55-70-722.009 Effluent Filter Cloths	40,000.00	0.00	40,000.00	0.00%	-74.00
255-5-55-70-722.010 Aeration Blower Core repl	0.00	19,271.77	-19,271.77	100.00%	0.00
255-5-55-70-722.011 Pump Station Odor Control	0.00	48,578.02	-48,578.02	100.00%	11,045.70
255-5-55-70-730.001 Energy Conservation	80,000.00	33,438.14	46,561.86	41.80%	28,470.89
255-5-55-70-730.002 Locker Room AC Expansion	9,000.00	12,004.22	-3,004.22	133.38%	0.00
255-5-55-70-751.001 Plow Truck w/Crane	55,000.00	40,364.22	14,635.78	73.39%	0.00
255-5-55-70-751.002 Site utility vehicle	15,000.00	22,891.81	-7,891.81	152.61%	0.00
255-5-55-70-955.002 RZEDB Interest	0.00	41,077.06	-41,077.06	100.00%	0.00
<b>Total Nonoperating Expenses</b>	<b>249,000.00</b>	<b>269,238.00</b>	<b>-20,238.00</b>	<b>108.13%</b>	<b>30,272.94</b>
<b>Total Expenditures</b>	<b>2,436,312.00</b>	<b>2,372,007.91</b>	<b>64,304.09</b>	<b>97.36%</b>	<b>373,363.02</b>
<b>Total WASTEWATER FUND</b>	<b>-249,000.00</b>	<b>850,892.72</b>	<b>-601,892.72</b>	<b>-341.72%</b>	<b>-214,973.70</b>
<b>256-4-56-40 Operating Revenues</b>					
256-4-56-40-023.000 Sanitation User Fees	672,048.00	566,215.05	105,832.95	84.25%	0.00
256-4-56-40-023.001 Essex Pump Station Fees	28,750.00	76,445.88	-47,695.88	265.90%	0.00
256-4-56-40-023.002 Two party agreement	15,000.00	15,000.00	0.00	100.00%	3,750.00
256-4-56-40-024.000 Utility Connection Fees	30,000.00	108,100.00	-78,100.00	360.33%	1,000.00
256-4-56-40-060.000 Interest Income	1,000.00	4,558.24	-3,558.24	455.82%	0.00
256-4-56-40-085.000 Penalties	2,500.00	2,805.28	-305.28	112.21%	-5.49
256-4-56-40-098.000 Misc Revenue	3,000.00	0.00	3,000.00	0.00%	0.00
<b>Total Operating Revenues</b>	<b>752,298.00</b>	<b>773,124.45</b>	<b>-20,826.45</b>	<b>102.77%</b>	<b>4,744.51</b>
<b>256-4-56-70 Nonoperating Revenues</b>					
256-4-56-70-020.024 Vac Truck Rental	0.00	13,164.00	-13,164.00	100.00%	1,200.00
256-4-56-70-041.000 State and Other Grant Rev	0.00	5,388.70	-5,388.70	100.00%	0.00
256-4-56-70-042.007 WWTF Capacity Sale	0.00	100,000.00	-100,000.00	100.00%	0.00
256-4-56-70-092.000 Transfer to Capital	0.00	95,000.00	-95,000.00	100.00%	23,750.00
<b>Total Nonoperating Revenues</b>	<b>0.00</b>	<b>213,552.70</b>	<b>-213,552.70</b>	<b>100.00%</b>	<b>24,950.00</b>
<b>Total Revenues</b>	<b>752,298.00</b>	<b>986,677.15</b>	<b>-234,379.15</b>	<b>131.16%</b>	<b>29,694.51</b>
<b>256-5-56-40 Operating Expenses</b>					
256-5-56-40-110.000 Regular Salaries	108,563.00	107,472.29	1,090.71	99.00%	10,574.50
256-5-56-40-120.000 Part Time Salaries	9,564.00	3,339.81	6,224.19	34.92%	267.34

## SANITATION FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
256-5-56-40-130.000 Overtime	15,000.00	9,184.62	5,815.38	61.23%	409.05
256-5-56-40-210.000 Group Insurance	55,470.00	58,132.99	-2,662.99	104.80%	4,194.36
256-5-56-40-220.000 Social Security	10,184.00	9,266.98	917.02	91.00%	884.83
256-5-56-40-230.000 Retirement	10,858.00	10,314.15	543.85	94.99%	686.26
256-5-56-40-250.000 Unemployment Insurance	85.00	317.75	-232.75	373.82%	71.66
256-5-56-40-260.000 Workers Comp Insurance	9,400.00	4,918.79	4,481.21	52.33%	0.00
256-5-56-40-330.000 Professional Services	1,000.00	130.49	869.51	13.05%	0.00
256-5-56-40-335.000 Audit	2,000.00	2,394.25	-394.25	119.71%	0.00
256-5-56-40-410.000 Water and Sewer Charges	500.00	275.80	224.20	55.16%	0.00
256-5-56-40-430.000 R&M Vehicles & Equipment	2,000.00	9,577.75	-7,577.75	478.89%	0.00
256-5-56-40-431.000 R&M Buildings & Grounds	14,000.00	10,385.93	3,614.07	74.19%	2,089.16
256-5-56-40-433.000 R&M Infrastructure	6,000.00	5,434.72	565.28	90.58%	0.00
256-5-56-40-434.001 Susie Wilson PS Costs	12,000.00	14,359.54	-2,359.54	119.66%	648.33
256-5-56-40-434.002 West Street PS Costs	13,000.00	16,848.38	-3,848.38	129.60%	1,128.31
256-5-56-40-441.000 Rental Land/Buildings	1,700.00	1,961.07	-261.07	115.36%	50.00
256-5-56-40-491.000 Administrative Fees	154,860.00	157,532.00	-2,672.00	101.73%	39,383.00
256-5-56-40-500.000 Training, Conf, Dues	200.00	0.00	200.00	0.00%	0.00
256-5-56-40-520.000 Insurance	6,014.00	6,430.08	-416.08	106.92%	0.00
256-5-56-40-521.000 Insurance Deductibles	1,000.00	0.00	1,000.00	0.00%	0.00
256-5-56-40-550.000 Printing and Binding	1,500.00	0.00	1,500.00	0.00%	0.00
256-5-56-40-560.000 Postage	5,500.00	5,676.87	-176.87	103.22%	0.00
256-5-56-40-610.000 General Supplies	1,000.00	773.20	226.80	77.32%	0.00
256-5-56-40-612.000 Uniforms	1,500.00	1,067.83	432.17	71.19%	96.89
256-5-56-40-621.000 Natural Gas/Heating	1,800.00	879.71	920.29	48.87%	59.36
256-5-56-40-622.000 Electricity	14,000.00	8,161.93	5,838.07	58.30%	1,084.90
256-5-56-40-626.000 Gasoline	4,000.00	2,801.33	1,198.67	70.03%	173.62
256-5-56-40-735.000 Tech: Equip/Hardware	5,350.00	2,197.54	3,152.46	41.08%	215.28
256-5-56-40-750.000 Machinery & Equipment	5,000.00	0.00	5,000.00	0.00%	0.00
256-5-56-40-920.000 Transfer btwn funds (capi	95,000.00	95,000.00	0.00	100.00%	23,750.00
<b>Total Operating Expenses</b>	<b>568,048.00</b>	<b>544,835.80</b>	<b>23,212.20</b>	<b>95.91%</b>	<b>85,766.85</b>
<b>256-5-56-70 Nonoperating Expenses</b>					
256-5-56-70-722.001 Manhole Rehab	40,000.00	0.00	40,000.00	0.00%	0.00
256-5-56-70-722.002 West St Control Cabinet	0.00	36,666.31	-36,666.31	100.00%	8,965.88
256-5-56-70-722.003 SW St PS Control Cabinet	0.00	37,640.96	-37,640.96	100.00%	9,940.54
256-5-56-70-750.001 Meter Replacement Program	0.00	37,204.56	-37,204.56	100.00%	7,008.40
256-5-56-70-910.000 Transfer to WWTF	0.00	229,728.49	-229,728.49	100.00%	0.00
<b>Total Nonoperating Expenses</b>	<b>40,000.00</b>	<b>341,240.32</b>	<b>-301,240.32</b>	<b>853.10%</b>	<b>25,914.82</b>
<b>Total Expenditures</b>	<b>608,048.00</b>	<b>886,076.12</b>	<b>-278,028.12</b>	<b>145.72%</b>	<b>111,681.67</b>
<b>Total SANITATION FUND</b>	<b>144,250.00</b>	<b>100,601.03</b>	<b>-244,851.03</b>	<b>69.74%</b>	<b>-81,987.16</b>
258-4-33-13-020.310 Senior Center Payments	7,300.00	24.00	7,276.00	0.33%	0.00
258-4-33-13-050.000 Donation Revenue	2,000.00	3,936.00	-1,936.00	196.80%	0.00
258-4-33-13-050.002 Fund Raising Revenue	3,000.00	0.00	3,000.00	0.00%	0.00
258-4-33-13-060.000 Interest Income	0.00	51.60	-51.60	100.00%	0.00
<b>Total Revenues</b>	<b>12,300.00</b>	<b>4,011.60</b>	<b>8,288.40</b>	<b>32.61%</b>	<b>0.00</b>

## SENIOR CENTER FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
258-5-33-13-330.000 Professional Services	3,600.00	222.22	3,377.78	6.17%	179.88
258-5-33-13-431.000 R&M Buildings & Grounds	1,000.00	0.00	1,000.00	0.00%	0.00
258-5-33-13-442.000 Rental Vehicles/Equip	0.00	1,237.34	-1,237.34	100.00%	146.69
258-5-33-13-610.000 General Supplies	3,000.00	0.00	3,000.00	0.00%	0.00
258-5-33-13-830.000 Regular Programs	4,500.00	213.79	4,286.21	4.75%	136.81
<b>Total Expenditures</b>	<b>12,100.00</b>	<b>1,673.35</b>	<b>10,426.65</b>	<b>13.83%</b>	<b>463.38</b>
<b>Total SENIOR CENTER FUND</b>	<b>200.00</b>	<b>2,338.25</b>	<b>-2,538.25</b>	<b>1,169.13%</b>	<b>-463.38</b>
259-4-30-10-040.000 Federal Grant Revenue	0.00	120,001.57	-120,001.57	100.00%	34,390.52
259-4-30-10-098.000 Misc Revenue	2,500.00	0.00	2,500.00	0.00%	0.00
259-4-30-11-020.304 Pool Day Admissions	71,727.00	39,056.46	32,670.54	54.45%	8,129.35
259-4-30-11-020.305 Pool Memberships	42,868.00	26,460.50	16,407.50	61.73%	16,728.50
259-4-30-11-020.306 Swim Lessons	52,235.00	42,328.12	9,906.88	81.03%	6,971.95
259-4-30-12-020.308 Facility & Field Rental	13,074.00	10,428.00	2,646.00	79.76%	1,220.00
259-4-30-14-020.311 Youth Programs	185,451.00	83,207.38	102,243.62	44.87%	10,840.35
259-4-30-14-020.312 Adult Programs	74,070.00	91,087.00	-17,017.00	122.97%	2,967.50
259-4-30-14-050.000 Donation Revenue	7,550.00	875.00	6,675.00	11.59%	0.00
259-4-30-14-050.001 Donation - Memorial Day P	20,000.00	290.00	19,710.00	1.45%	0.00
259-4-30-15-020.311 Youth Programs	40,500.00	35,382.14	5,117.86	87.36%	2,000.00
259-4-30-15-020.313 Childcare - AS	676,683.00	1,014,165.77	-337,482.77	149.87%	71,219.54
259-4-30-15-020.315 Shared Staffing Contract	50,046.00	78,851.62	-28,805.62	157.56%	27,776.62
259-4-30-16-020.313 Childcare - PS	373,037.00	403,852.10	-30,815.10	108.26%	22,242.96
259-4-30-17-020.313 Childcare - DC	338,010.00	572,938.77	-234,928.77	169.50%	73,449.13
259-4-30-19-020.313 Childcare - RK	0.00	250,000.00	-250,000.00	100.00%	0.00
<b>Total Revenues</b>	<b>1,947,751.00</b>	<b>2,768,924.43</b>	<b>-821,173.43</b>	<b>142.16%</b>	<b>277,936.42</b>
<b>259-5-30-10 Administration</b>					
259-5-30-10-120.000 Part Time Salaries	4,840.00	58.90	4,781.10	1.22%	58.90
259-5-30-10-220.000 Social Security	370.00	15.49	354.51	4.19%	4.50
259-5-30-10-260.000 Workers Comp Insurance	35,376.00	25,750.27	9,625.73	72.79%	0.00
259-5-30-10-330.000 Professional Services	3,750.00	4,418.69	-668.69	117.83%	2,975.00
259-5-30-10-442.000 Rental Vehicles/Equip	2,135.00	5,165.08	-3,030.08	241.92%	571.87
259-5-30-10-500.000 Training, Conf, Dues	10,250.00	5,034.40	5,215.60	49.12%	1,785.00
259-5-30-10-530.000 Communications	0.00	157.27	-157.27	100.00%	0.00
259-5-30-10-550.000 Printing and Binding	12,860.00	2,917.50	9,942.50	22.69%	0.00
259-5-30-10-560.000 Postage	4,478.00	2,025.45	2,452.55	45.23%	834.54
259-5-30-10-561.000 CC Processing Fees	0.00	44,627.27	-44,627.27	100.00%	4,716.71
<b>Total Administration</b>	<b>74,059.00</b>	<b>90,170.32</b>	<b>-16,111.32</b>	<b>121.75%</b>	<b>10,946.52</b>
<b>259-5-30-11 Pool</b>					
259-5-30-11-120.000 Part Time Salaries	93,462.00	96,899.05	-3,437.05	103.68%	11,929.86
259-5-30-11-220.000 Social Security	7,150.00	7,444.37	-294.37	104.12%	912.61
259-5-30-11-330.000 Professional Services	5,812.00	3,613.65	2,198.35	62.18%	0.00

## EJRP PPROGRAMS FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
259-5-30-11-410.000 Water and Sewer Charges	2,749.00	0.00	2,749.00	0.00%	0.00
259-5-30-11-431.000 R&M Buildings & Grounds	21,130.00	15,605.42	5,524.58	73.85%	6,449.86
259-5-30-11-610.000 General Supplies	6,121.00	4,257.83	1,863.17	69.56%	1,629.03
<b>Total Pool</b>	<b>136,424.00</b>	<b>127,820.32</b>	<b>8,603.68</b>	<b>93.69%</b>	<b>20,921.36</b>
<b>259-5-30-12 Parks and Facilities</b>					
259-5-30-12-120.000 Part Time Salaries	7,225.00	8,022.29	-797.29	111.04%	809.02
259-5-30-12-220.000 Social Security	553.00	613.72	-60.72	110.98%	61.90
259-5-30-12-330.000 Professional Services	2,500.00	0.00	2,500.00	0.00%	0.00
259-5-30-12-442.000 Rental Vehicles/Equip	4,800.00	0.00	4,800.00	0.00%	0.00
259-5-30-12-500.000 Training, Conf, Dues	3,500.00	1,210.00	2,290.00	34.57%	1,190.00
259-5-30-12-530.000 Communications	1,320.00	1,288.40	31.60	97.61%	846.72
259-5-30-12-610.000 General Supplies	1,275.00	0.00	1,275.00	0.00%	0.00
<b>Total Parks and Facilities</b>	<b>21,173.00</b>	<b>11,134.41</b>	<b>10,038.59</b>	<b>52.59%</b>	<b>2,907.64</b>
<b>259-5-30-14 Recreation Programs</b>					
259-5-30-14-110.000 Regular Salaries	27,028.00	25,853.90	1,174.10	95.66%	2,044.32
259-5-30-14-120.000 Part Time Salaries	19,877.00	0.00	19,877.00	0.00%	0.00
259-5-30-14-220.000 Social Security	2,837.00	1,973.72	863.28	69.57%	155.78
259-5-30-14-330.000 Professional Services	180,077.00	97,752.26	82,324.74	54.28%	15,984.24
259-5-30-14-410.000 Water and Sewer Charges	800.00	903.76	-103.76	112.97%	0.00
259-5-30-14-431.000 R&M Buildings & Grounds	250.00	0.00	250.00	0.00%	0.00
259-5-30-14-441.000 Rental Land/Buildings	600.00	0.00	600.00	0.00%	0.00
259-5-30-14-442.000 Rental Vehicles/Equip	1,400.00	0.00	1,400.00	0.00%	0.00
259-5-30-14-500.000 Training, Conf, Dues	700.00	449.00	251.00	64.14%	0.00
259-5-30-14-540.000 Advertising	200.00	0.00	200.00	0.00%	0.00
259-5-30-14-610.000 General Supplies	24,519.00	18,366.44	6,152.56	74.91%	14,085.29
259-5-30-14-850.150 Memorial Day Parade	19,500.00	0.00	19,500.00	0.00%	0.00
<b>Total Recreation Programs</b>	<b>277,788.00</b>	<b>145,299.08</b>	<b>132,488.92</b>	<b>52.31%</b>	<b>32,269.63</b>
<b>259-5-30-15 After School Care</b>					
259-5-30-15-110.000 Regular Salaries	265,037.00	406,482.82	-141,445.82	153.37%	40,916.57
259-5-30-15-120.000 Part Time Salaries	187,302.00	297,947.93	-110,645.93	159.07%	27,598.97
259-5-30-15-210.000 Group Insurance	95,318.00	66,476.60	28,841.40	69.74%	4,640.60
259-5-30-15-220.000 Social Security	34,605.00	54,654.40	-20,049.40	157.94%	5,737.17
259-5-30-15-230.000 Retirement	32,142.00	35,756.22	-3,614.22	111.24%	491.77
259-5-30-15-330.000 Professional Services	40,960.00	36,208.80	4,751.20	88.40%	7,598.10
259-5-30-15-500.000 Training, Conf, Dues	19,155.00	4,976.00	14,179.00	25.98%	1,785.00
259-5-30-15-530.000 Communications	4,620.00	14,206.56	-9,586.56	307.50%	3,932.36
259-5-30-15-580.000 Travel	34,109.00	1,806.31	32,302.69	5.30%	723.00
259-5-30-15-610.000 General Supplies	37,296.00	41,461.42	-4,165.42	111.17%	2,533.53
259-5-30-15-626.000 Gasoline	1,900.00	898.26	1,001.74	47.28%	130.09
259-5-30-15-975.000 Interest Expense - Leases	12,638.00	338.24	12,299.76	2.68%	-11,901.06
259-5-30-15-995.000 Interest on Cash	0.00	299.16	-299.16	100.00%	0.00
<b>Total After School Care</b>	<b>765,082.00</b>	<b>961,512.72</b>	<b>-196,430.72</b>	<b>125.67%</b>	<b>84,186.10</b>

## EJRP PPROGRAMS FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>259-5-30-16 Preschool</b>					
259-5-30-16-110.000 Regular Salaries	202,888.00	194,385.83	8,502.17	95.81%	19,693.44
259-5-30-16-120.000 Part Time Salaries	24,970.00	30,831.58	-5,861.58	123.47%	2,017.60
259-5-30-16-210.000 Group Insurance	87,370.00	76,212.56	11,157.44	87.23%	3,271.72
259-5-30-16-220.000 Social Security	17,431.00	17,368.62	62.38	99.64%	1,658.00
259-5-30-16-230.000 Retirement	18,921.00	18,083.61	837.39	95.57%	1,429.52
259-5-30-16-330.000 Professional Services	3,114.00	1,158.05	1,955.95	37.19%	123.00
259-5-30-16-500.000 Training, Conf, Dues	8,902.00	6,231.00	2,671.00	70.00%	595.00
259-5-30-16-580.000 Travel	1,728.00	0.00	1,728.00	0.00%	0.00
259-5-30-16-610.000 General Supplies	4,500.00	8,314.24	-3,814.24	184.76%	348.00
<b>Total Preschool</b>	<b>369,824.00</b>	<b>352,585.49</b>	<b>17,238.51</b>	<b>95.34%</b>	<b>29,136.28</b>
<b>259-5-30-17 Summer Day Camps</b>					
259-5-30-17-110.000 Regular Salaries	42,714.00	28,479.35	14,234.65	66.67%	4,986.43
259-5-30-17-120.000 Part Time Salaries	182,169.00	189,729.27	-7,560.27	104.15%	21,344.90
259-5-30-17-220.000 Social Security	17,204.00	16,638.65	565.35	96.71%	1,960.75
259-5-30-17-330.000 Professional Services	6,495.00	21,621.88	-15,126.88	332.90%	0.00
259-5-30-17-580.000 Travel	36,654.00	12,914.63	23,739.37	35.23%	1,199.00
259-5-30-17-610.000 General Supplies	17,476.00	26,982.30	-9,506.30	154.40%	15,508.36
259-5-30-17-626.000 Gasoline	100.00	42.04	57.96	42.04%	0.00
<b>Total Summer Day Camps</b>	<b>302,812.00</b>	<b>296,408.12</b>	<b>6,403.88</b>	<b>97.89%</b>	<b>44,999.44</b>
<b>259-5-30-19 Rec Kids</b>					
259-5-30-19-110.000 Regular Salaries	0.00	218.15	-218.15	100.00%	0.00
259-5-30-19-120.000 Part Time Salaries	0.00	65,513.68	-65,513.68	100.00%	0.00
259-5-30-19-220.000 Social Security	0.00	4,982.77	-4,982.77	100.00%	0.00
259-5-30-19-330.000 Professional Services	0.00	74,388.79	-74,388.79	100.00%	0.00
259-5-30-19-570.000 Other Purchased Services	0.00	1,350.00	-1,350.00	100.00%	0.00
259-5-30-19-580.000 Travel	0.00	1,302.60	-1,302.60	100.00%	0.00
259-5-30-19-610.000 General Supplies	0.00	79,519.86	-79,519.86	100.00%	0.00
<b>Total Rec Kids</b>	<b>0.00</b>	<b>227,275.85</b>	<b>-227,275.85</b>	<b>100.00%</b>	<b>0.00</b>
<b>Total Expenditures</b>	<b>1,947,162.00</b>	<b>2,212,206.31</b>	<b>-265,044.31</b>	<b>113.61%</b>	<b>225,366.97</b>
<b>Total EJRP PPROGRAMS FUND</b>	<b>589.00</b>	<b>556,718.12</b>	<b>-557,307.12</b>	<b>94,519.21%</b>	<b>52,569.45</b>
<b>Total All Funds</b>	<b>-325,398.00</b>	<b>2,097,378.35</b>	<b>-1,771,980.35</b>	<b>-644.56%</b>	<b>-338,396.45</b>

**From:** Jim Jutras <[jim@essexjunction.org](mailto:jim@essexjunction.org)>

**Sent:** Wednesday, July 7, 2021 1:55 PM

**To:** Evan Teich <[eteich@essex.org](mailto:eteich@essex.org)>; Gregory Duggan <[gduggan@ESSEX.ORG](mailto:gduggan@ESSEX.ORG)>; Marguerite Ladd <[mladd@ESSEX.ORG](mailto:mladd@ESSEX.ORG)>

**Cc:** Chelsea Mandigo <[chelsea@essexjunction.org](mailto:chelsea@essexjunction.org)>; Ricky Jones <[rick@essexjunction.org](mailto:rick@essexjunction.org)>

**Subject:** FW: Municipal Assistance Grants In Aid: Village of Essex Junction participant in the amount of \$4,500.00.

More grants with a NON financial match. \$4,500. Nice work Chelsea in chasing these down. The funding source is through CCRPC but administered via VTrans. Hopefully this will simplify some aspects of the grant.

Jim

**From:** Chelsea Mandigo <[chelsea@essexjunction.org](mailto:chelsea@essexjunction.org)>

**Sent:** Wednesday, July 7, 2021 12:45 PM

**To:** Jim Jutras <[jim@essexjunction.org](mailto:jim@essexjunction.org)>; Ricky Jones <[rick@essexjunction.org](mailto:rick@essexjunction.org)>

**Subject:** FW: Municipal Assistance Grants In Aid: Village of Essex Junction participant in the amount of \$4,500.00.

FYI we received another grant. It's the one that we can use to stabilize less severely but still eroded stormwater outlets with PW and my time and that will count as match money.

## Chelsea H. Mandigo

Stormwater Coordinator/Wastewater Operator  
Village of Essex Junction  
2 Lincoln St, Essex Junction, VT  
(802) 878-6943 x1705

**From:** [ross.gouin@vermont.gov](mailto:ross.gouin@vermont.gov) <[ross.gouin@vermont.gov](mailto:ross.gouin@vermont.gov)>

**Sent:** Tuesday, July 6, 2021 2:47 PM

**To:** Chelsea Mandigo <[chelsea@essexjunction.org](mailto:chelsea@essexjunction.org)>

**Cc:** [ross.gouin@vermont.gov](mailto:ross.gouin@vermont.gov)

**Subject:** Municipal Assistance Grants In Aid: Village of Essex Junction participant in the amount of \$4,500.00.

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

Jul 06, 2021

Village of Essex Junction  
2 Lincoln St  
Essex JCT , VT 05452  
Attention: Chelsea Mandigo

RE: Municipal Mitigation Grants-In-Aid Village of Essex Junction grant participant in the amount of \$4,500.00

Greetings:

I am writing to inform you that your letter of intent for the VTrans Grants-In-Aid program has been received. Once the grant has been fully executed, a copy will be sent to you for your files.

You may not begin work until you have received a fully executed Grant Agreement from the Agency. It is anticipated that Grants will be executed sometime in July or early August. Please be aware that we cannot reimburse for project costs that have occurred before July 1, 2021.

Should any questions regarding this award arise, please do not hesitate to contact me at (802) 595-2381. I wish you the best of luck with your project.

Sincerely,

Ross Gouin  
VTrans Grants in Aid Program Manager

**From:** Jim Jutras <[jim@essexjunction.org](mailto:jim@essexjunction.org)>

**Sent:** Monday, July 12, 2021 2:56 PM

**To:** Andrew Brown <[abrown@essexjunction.org](mailto:abrown@essexjunction.org)>; Evan Teich <[eteich@essex.org](mailto:eteich@essex.org)>; Gregory Duggan <[gduggan@ESSEX.ORG](mailto:gduggan@ESSEX.ORG)>

**Cc:** Lorenzo Whitcomb ; Bernie Fleury

**Subject:** FW: Work Plan for Compliance Well Testing for PFAS, Essex Jt. Biosolids Land App Sites, SW-124

Good afternoon.

Sorry for the delay in getting this compliance report out to you. This report was submitted on behalf of the Village to the ANR Residuals Management Section in compliance with their December 29, 2020 Eamon Twohig letter to Andrew Brown. The letter referenced is in the attached report as is another letter dated June 8, 2021 which contains new PFAS sampling requirement for our facility biosolids program compliance. The ANR is supposed to process a revised Solid Waste Permit for our Biosolids land application program in the future. No date has been proposed.

Please let me know if you have any questions.

Jim

James L. Jutras  
Water Quality Superintendent  
Village of Essex Junction, 2 Lincoln St., Essex Jct., VT 05452-3685  
Facility Location: 35 Cascade St., Essex Jct., VT  
Phone: 802-878-6943 ext 1701 (fax) 802-878-6948

July 01, 2021

Mr. Eamon Twohig  
Vermont Department of Environmental Conservation  
Sites Management Section  
1 National Life Drive – Davis 1  
Montpelier, VT 05620-3704  
(Email only: [Eamon.Twohig@vermont.gov](mailto:Eamon.Twohig@vermont.gov))

RE: Village of Essex Jct; Solid Waste ID-124; Groundwater Monitoring Compliance Points

Dear Eamon:

Waite-Heindel Environmental Management [WHEM], a qualified environmental consultant, of Burlington, VT, has prepared proposed groundwater monitoring compliance points for the Village of Essex Jct's biosolids land application site [SW ID-124], as requested in your December 29<sup>th</sup>, 2020, letter [Attachment].

Please reference the Site Plan in the Attachment for the locations of the two (2) proposed groundwater monitoring compliance points for application fields W-10, designed in compliance with §12-603(d)(2) of the Vermont Groundwater Protection Rule & Strategy (GWPRS). The proposed compliance points are situated as close to the 300-ft downgradient compliance boundary as feasible, in consideration of the needed access for on-site agricultural operations. We request that the State accommodate this minor variance from the explicit compliance point criteria under §12-603(f)(1) of the GWPRS, as the State has the discretion to adopt or approve an increase or decrease in this horizontal distance for a compliance point as long as the modification does not result in the potential exceedances of groundwater enforcement standards; WHEM believes that the compliance points as proposed will provide usable groundwater data for compliance evaluations and will not compromise Site characterization. WHEM does not propose the installation of new groundwater compliance points for field W-16, as three (3) existing groundwater monitoring wells [MW-15, MW-X, MW-16] are located along the downgradient property boundary and readily meet compliance point criteria [§12-603(d)(2)(C)].

Please do not hesitate to contact me at (802) 860-9400 x101, or by email at [mwaite@waiteenv.com](mailto:mwaite@waiteenv.com) if you have questions or concerns.

Sincerely,



Miles E. Waite, PhD, PG  
Senior Hydrogeologist



Sam Cowan  
Staff Geologist

Cc: Jim Jutras, Water Quality Superintendent, Village of Essex Junction

# **WORK PLAN MONITORING OF PFAS IN GROUNDWATER AT COMPLIANCE POINTS: 2021**

**VILLAGE OF ESSEX JUNCTION  
BIOSOLIDS LAND APPLICATION SITE  
SOLID WASTE ID-124**

**307 SOUTH ST  
ESSEX JCT, VT 05452**

July 01, 2021

***Prepared for:***

The Village of Essex Junction  
2 Lincoln St  
Essex Junction, VT 05452  
Attn: Jim Jutras, Water Quality Superintendent

***Prepared by:***



7 Kilburn Street, Suite 301  
Burlington, Vermont 05401  
(802) 860-9400

WHEM Project #2021-16

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**TABLE OF CONTENTS**

<b>1.0</b>	<b>INTRODUCTION .....</b>	<b>2</b>
<b>2.0</b>	<b>GROUNDWATER COMPLAINT POINTS: PROPOSED SCOPE &amp; METHODS .....</b>	<b>2</b>
2.1	STANDARD OPERATING PROCEDURES .....	2
2.2	GROUNDWATER FLOW DETERMINATION .....	2
2.3	EXISTING MONITORING WELLS – COMPLIANCE POINTS .....	3
2.4	PROPOSED MONITORING WELL INSTALLATION .....	3
2.5	GROUNDWATER ENFORCEMENT STANDARDS & COMPLIANCE POINTS .....	4
2.6	GROUNDWATER SAMPLING .....	4
2.7	QA/QC .....	4
<b>3.0</b>	<b>LABORATORY ANALYTICAL PROCEDURES.....</b>	<b>5</b>
<b>4.0</b>	<b>REPORTING .....</b>	<b>5</b>
<b>5.0</b>	<b>SCHEDULE &amp; COST ESTIMATE .....</b>	<b>5</b>

**Attachment:**

Letter – *Village of Essex Junction; Solid Waste ID-124; Results and Response to PFAS Testing;*  
December 29, 2020 [VT DEC]

Letter – *New Requirements under Solid Waste Rules, effective 10/31/21; June 8, 2021* [VT DEC]

Site Plan – *Solid Waste ID-124; Proposed Groundwater Compliance Points; June 25, 2021*  
[WHEM]

Table – *Table 1.0: Groundwater Elevations; April 01, 2021* [WHEM]

## **1.0 INTRODUCTION**

The Site is identified as the *Village of Essex Junction Biosolids Land Application Site (SW ID-124)*, addressed as 307 South St, Essex Junction VT 05452. In a letter dated December 29, 2020 (Attachment), Eamon Twohig of the VT DEC requested that the Village of Essex Junction: (1) establish groundwater flow for application fields W-10 & W-16, and (2) propose locations for groundwater monitoring well compliance points for PFAS monitoring. The request came in response to elevated detections of PFAS in Site groundwater, first detected in December 2019 with May 2020 groundwater sampling confirming the presence of regulated PFAS compounds at concentrations in exceedance of the Vermont Groundwater Enforcement Standards (VGES). This *Work Plan for Groundwater Compliance Points* addresses the VT DEC's requests.

## **2.0 GROUNDWATER COMPLAINT POINTS: PROPOSED SCOPE & METHODS**

### **2.1 Standard Operating Procedures**

The objective of this Scope of Work is to establish Site groundwater flow and based on groundwater flow, establish groundwater monitoring compliance points for biosolid application fields W-10 & W-16. The work will be conducted in general accordance with the following Standard Operating Procedures:

- WHEM SOP #3: Monitoring Well Installation
- WHEM SOP #4: Water Level Measurement
- WHEM SOP #11: Low-Flow Sampling – Peristaltic Pump
- WHEM SOP #22 Monitoring Well Sampling for Perfluorinated Compounds
- WHEM SOP #26: Monitoring Well Development

Upon client or State request, WHEM is happy to produce the above listed SOPs.

### **2.2 Groundwater Flow Determination**

On April 1, 2021, WHEM conducted a GPS survey of the existing monitoring well network, as well as measured stickup well heights, depth to groundwater, and total depth. The network is comprised of nine (9) monitoring wells identified as MW-7, MW-8, MW-9, MW-10, MW-12, MW-14, MW-15, MW-X, and MW-16 (see Site Plan, Attachment). Once the wells were geospatially located, we used LIDAR elevations to calculate the ground elevation at each well, then used the stickup well heights to develop approximate top-of-casing (TOC) elevations at each well; collected parameters were used to calculate groundwater elevation. The calculated groundwater elevations are shown in Table 1.0 in the Attachment. Groundwater Flow is discussed by application field below:

**W-10:** groundwater under field W-10 is inferred to primarily flow to the west, towards the Winooski River. However, groundwater below the southerly portion of field W-10 appears to be locally influenced by the drainage abutting the southern margin. Depth to groundwater below field W-10

ranges from 8.5 – 25 ft. below top of casing (btoc). The horizontal hydraulic gradient is calculated to be 1.54% (0.0154 ft/ft; MW-10/MW-8).

**W-16:** groundwater under field W-16 is inferred to flow to the west-southwest, towards the Winooski River. Groundwater monitoring wells M-15, MW-X, and MW-16 suggest groundwater flow mirrors the northern bank of the Winooski River, with depth to groundwater ranging from 5.7 – 15.1 ft. btoc below field W-16. The horizontal hydraulic gradient is calculated to be 1.86% (0.0186 ft/ft; MW-14/MW-15).

### **2.3 Existing Monitoring Wells – Compliance Points**

As requested in E. Twohig’s December 20th, 2020, letter to the Village of Essex Junction (Attachment) and in order to meet the compliance point criteria (§12-603(d)(2)), WHEM proposes utilizing existing monitoring wells as compliance points for biosolid application field W-16. Monitoring Wells MW-15, MW-16, and MW-X meet the criteria for compliance points and WHEM proposes designating one (1) of the above monitoring wells as the downgradient groundwater compliance point for field W-16. WHEM believes MW-X (A.K.A “Unknown”) is best suited to be used as the designated compliance point, based on this monitoring well reporting the highest Site PFAS concentration to date (88.9 ng/L) and its central location on the downgradient margin of field W-16.

### **2.4 Proposed Monitoring Well Installation**

Biosolid application field W-10 does not have any existing groundwater monitoring wells which satisfy the criteria for downgradient compliance points. The compliance point boundary (300 ft. from the edges of the land application area) can be viewed as the dashed line on the Site Plan in the Attachment. In order to meet the compliance point criteria (§12-603(d)(2)), WHEM proposes the installation of two (2) additional groundwater monitoring wells to be installed along the downgradient groundwater compliance boundary (See Site plan, Attachment, for proposed monitoring well locations). The proposed compliance points are situated as close to the 300-ft downgradient compliance boundary as feasible, in consideration of the needed access for on-site agricultural operations. We request that the State accommodate this minor variance from the explicit compliance point criteria under §12-603(f)(1) of the GWPRS, as the State has the discretion to adopt or approve an increase or decrease in this horizontal distance for a compliance point as long as the modification does not result in the potential exceedances of groundwater enforcement standards; WHEM believes that the compliance points as proposed will provide usable groundwater data for compliance evaluations and will not compromise Site characterization. The exact location of the proposed monitoring well is subject to field conditions (i.e., vegetation obstructions, refusal, etc.) and WHEM will endeavor to install the well in a location that meets the criteria for a compliance point.

The proposed monitoring well will be identified as “MW-101” and “MW-102”. WHEM anticipates contracting with Cascade Environmental, of Montpelier Vermont to install the monitoring wells. Soil borings will be advanced with a Geoprobe® 7822 DPT Direct Push Drill Rig. When soil boring advancement allows, continuous soil cores will be collected in 5 ft. increments utilizing a Macro Core® DT35 soil sampler. A WHEM scientist will closely examine the soil, log the soil type/texture/moisture conditions. Depth to groundwater in the area is anticipated at approximately 20 - 30 ft. below the

ground surface. The groundwater monitoring wells will be screened at the appropriate depth, constructed out of 10-ft., 2.0-in. diameter PVC, factory slotted with 0.01 in. slots and finished with 2.0-in. diameter PVC riser pipe. The annulus between the well screen and the borehole will be filled with a sand pack to just above the well screen where it will be sealed with a bentonite plug. All wells will be finished as PVC stickups, approximately 3 ft. above the ground surface, fitted with steel well guards. The wells will be installed in accordance with WHEM protocols to state and industry standards.

## **2.5 Groundwater Enforcement Standards & Compliance Points**

PFAS is the identified Contaminant of Concern (COC) and all groundwater results will be evaluated against the VGES for PFAS (20 ng/L) as defined in Appendix 1 of the Vermont GWPRS (July 2019), at the proposed new & existing downgradient compliance points.

## **2.6 Groundwater Sampling**

Groundwater samples are proposed to be collected from existing monitoring well MW-X, and proposed monitoring wells MW-101 & MW-102, in order to assess PFAS concentrations at the proposed downgradient groundwater compliance points. WHEM believes the above monitoring well sample network is in compliance with the updated Solid Waste Rules (SWRs, adopted October 31, 2020), specifically §6-1306(n)(2)(a) – *Residual Management Operating Standards*. WHEM relies on the VT DEC's opinion for sample location and frequency, provided in their June 8<sup>th</sup>, 2020, letter to the Village of Essex Junction (Attachment); per the table in the letter PFAS groundwater sampling should occur at downgradient wells, under low-flow methods, each Spring prior to land application.

Groundwater samples will be collected under low-flow methodology. A peristaltic pump connected to High-Density Polyethylene (HDPE) tubing will be used to purge water from the well at a constant discharge rate of 200 mL/min; prior to low-flow sampling a water-level probe will be used to collect depth to groundwater below top of casing (BTOC) and total depth. Purged well water will be delivered to a flow cell connected to a YSI multi-parameter probe monitoring geochemical parameters (Temp, DO, SPC, pH, ORP, & Turbidity), recorded at 3-minute interval until the monitoring well reaches *stable* conditions or is purged for at least an hour, whichever comes first. Thereafter, the sampler will don new nitrile free gloves and collect the sample in approved sample containers (i.e., 250ml HDPE bottles).

## **2.7 QA/QC**

In order to ensure data validity, WHEM proposes collecting one Equipment blank at the end of the sample event. Based on the small sample size, WHEM does not propose the collection of a Duplicate sample.

### **3.0 LABORATORY ANALYTICAL PROCEDURES**

Following collection, groundwater samples will be directly placed on ice and delivered under Chain of Custody (COC) procedures to Alpha Analytical Laboratories, Mansfield, MA. All groundwater samples will be analyzed using EPA Method 537 [Modified] for twenty-four (24) PFAS compounds.

### **4.0 REPORTING**

A report will be provided within three (3) weeks of the laboratory reporting date. The report will document any PFAS detections and evaluate site contaminant distribution in order to determine Site compliance with the GWPRS. Furthermore, 2022 PFAS groundwater data will be utilized to evaluate the efficacy of the current PFAS monitoring program, identify data gaps and provide recommendations to enhance future Site groundwater monitoring.

### **5.0 SCHEDULE & COST ESTIMATE**

Pending State approval of this Work Plan, WHEM proposes to conduct the proposed installation of groundwater compliance points in the Fall of 2021, with the first round of PFAS groundwater monitoring proposed for Spring 2022, in compliance with requests made in the VT DEC's June 18, 2021, letter, citing the new Solid Waste Rules (SWR, adopted October 32, 2021); the letter specifically states PFAS sampling shall occur in the spring, prior to land application, at downgradient wells. WHEM requests the VT DEC's opinion on any interim PFAS sampling requirements, as no Spring 2021 PFAS groundwater samples were collected.

A cost proposal for this work will be provided to the Village of Essex under separate cover.

Please do not hesitate to call us if you have any questions or concerns regarding this proposal, we would be happy to answer them.

Sincerely,



Miles E. Waite, Ph.D., P.G.  
Senior Hydrogeologist



Samuel P. Cowan  
Staff Geologist

CC: Eamon Twohig, VT DEC

[U:\PROJECTS - WHEM\Essex Jct Biosolids Land-App\WPCE\2021.07.01 - Work Plan - PFAS GW Monitoring SW-124 - WHEM - FINAL.docx]  
or PDF

# ATTACHMENT

Letter – *Village of Essex Junction; Solid Waste ID-124; Results and Response to PFAS Testing*; December 20, 2020 [VT DEC]

Letter – *New Requirements under Solid Waste Rules, effective 10/31/21*; June 8, 2021 [VT DEC]

Site Plan – *Solid Waste ID-124; Proposed Groundwater Compliance Points*; June 25, 2021 [WHEM]

Table – *Table 1.0: Groundwater Elevations*; April 01, 2021 [WHEM]

State of Vermont  
Department of Environmental Conservation  
Waste Management & Prevention Division  
1 National Life Drive – Davis 1  
Montpelier, VT 05620-3704

AGENCY OF NATURAL RESOURCES

December 29, 2020

Attn. Andrew Brown, Village President  
Village of Essex Junction  
2 Lincoln St.  
Essex Junction, VT 05452

RE: Village of Essex Junction; Sold Waste ID-124; Results and Response to PFAS Testing

Dear Mr. Brown,

On April 20, 2020, the Vermont Department of Environmental Conservation (DEC) issued a letter to the Village of Essex Junction (Village) summarizing results from analysis of soil and groundwater samples collected by Weston & Sampson, Inc. at the Village's certified land application sites during December 2019. These samples were analyzed for concentrations of per- and polyfluorinated substances (PFAS) per the DEC directive dated November 13, 2019, and results indicated that concentrations of regulated PFAS in samples of groundwater from monitoring wells (MW-8, MW-9 and MW-16) exceeded the Vermont Groundwater Enforcement Standard (VGES). Therefore, DEC directed the Village to temporarily halt land application of biosolids at sites associated with these monitoring wells (W-9, W-10 and W-16), and to conduct further PFAS investigation, including: (1) collecting and analyzing samples of drinking water supplies within a ¼ mile radius of these land application sites, and (2) resampling and analyzing groundwater from monitoring wells with previous (December 2019) exceedances of the VGES to confirm initial results

On June 25, 2020, DEC received a report from Weston & Sampson, Inc summarizing results from PFAS testing of and five (5), residential drinking water supply wells on Cascade Street, located within a ¼ mile of the land application sites. On May 13, 2020, Weston & Sampson collected samples and delivered to Alpha Analytical Labs (MA) for PFAS analysis in drinking water via EPA Method 537.1. The analysis results indicated that, except for a detection of one PFAS, perfluorooctanesulfonic acid (PFOA), at 2.02 ppt in the supply well at 55 Cascade Street., PFAS were not found in the samples collected from these water supplies. DEC has been informed by the Village that testing results have been shared with the residents served by those water supplies and that a point of entry treatment system will be installed at 55 Cascade Street. We support these decisions by the Village and have determined that the detection of PFOA at this location is unlikely associated with the nearby land application site.

We want to thank you for complying with this directive to ensure that these water supplies have not been contaminated with PFAS due to land application activities. No immediate action is necessary as specified in §12-607(b) of the Vermont Groundwater Protection Rule & Strategy (2019).

The Weston & Sampson report submitted to DEC on June 25, 2020 also summarize results from PFAS testing of groundwater at four (4) monitoring wells (MW-8, MW-9, MW-16, unknown), also conducted on May 13, 2020. Analysis results are summarized in the table below:



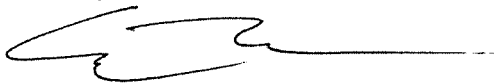
Field ID	Groundwater Sample Location	Concentration (ppt) - Sum of 5 regulated PFAS December 2019	Concentration (ppt) - Sum of 5 regulated PFAS May 2020
W-9/W-10	MW-8	35.35	36.4
W-9/W-10	MW-9	32.12	23.3
W-16	MW-16	33.31	27.3
W-16	Unknown	Not Tested	88.9

Results from groundwater testing showed that levels of regulated PFAS exceed the VGES in the monitoring wells, confirming results obtained from the December 2019 sampling event. Based on groundwater PFAS levels measured and confirmed to be in exceedance of the GWES:

- 1) the current land application prohibition remains in effect for field W-16.
- 2) The current land application prohibition remains in effect for fields W-9 and W-10, however, DEC recognizes the uncertainty with associating groundwater at MW-8 and MW-9 with these specific fields and encourages the Village to work with a qualified consultant to determine groundwater flow at the site.
- 3) within 90 days of the date of this letter, the Town must develop and submit a plan for review by DEC that establishes compliance points at these sites for monitoring PFAS in groundwater, as set forth in §12-603 (Establishment of Compliance Points) of the Vermont Groundwater Protection Rule and Strategy (2019). We recommend that the Town retain the services of a qualified environmental consultant to develop the plan for review. Based on results from compliance point monitoring, additional corrective action may be required as set forth in §12-607 (Corrective Actions) of the Vermont Groundwater Protection Rule and Strategy.

Please contact me with any questions.

Sincerely,



Eamon Twohig, Manager, Residuals Management & Emerging Contaminants Program

C: Chuck Schwer, Division Director, Waste Management & Prevention Division  
Jim Jutras, Water Quality Superintendent, Village of Essex Junction



State of Vermont  
Department of Environmental Conservation  
Waste Management & Prevention Division  
1 National Life Drive – Davis 1  
Montpelier, VT 05620-3704

AGENCY OF NATURAL RESOURCES

June 8, 2021

TO: Solid Waste Facility Certificate Holders for Class B biosolids land application

RE: New Requirements under Solid Waste Rules, effective 10/31/2020

As many of you know, the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation (VTDEC) issued new Solid Waste Rules (Rules) on October 31, 2020, that include a new subchapter 13 specific to Residuals Management with significant changes relating to the regulation of biosolids. We are currently working to issue amended Solid Waste Facility Certification to facilities like yours that produce, and/or land apply biosolids. In the meantime, we are writing to inform you of new requirements being implemented this year under the new Rule.

Under the new Rules, all Solid Waste Facility Certification permittees must test their biosolids and land application site soils and groundwater monitoring wells for per- and polyfluorinated substances (PFAS). Please refer to section §6-1306 “Residuals Management Operating Standards” of the Rules, excerpt enclosed. Upon issuance of new Certifications, the frequency of PFAS monitoring will be specified, however, to maintain compliance with the Rules, we are requiring that all permittees conduct this testing annually. The table below outlines testing requirements, effective on the date of this letter, until a new Certification is issued to your facility:

Media	Sample Type/ Location	Sample Timing and Conditions
Biosolids	composite/ from storage post-dewatering	Prior to any land application event
Soils	composite, top 6” / from each field utilized	Late summer/fall, prior to land application
Groundwater	low-flow grab / downgradient wells	Spring, prior to land application

Composite samples of biosolids must be collected from final product, after treatment/dewatering, prior to all land application events. Composite samples of land application field soils must be collected from the top 6” of soil, prior to land application in the fall, for fields utilized that spreading season. Grab samples of downgradient monitoring wells must be collected in the spring by a qualified consultant using a low-flow sampling method, and prior to land application. Samples shall be submitted for analysis via modified EPA Method 537 with isotope dilution.

If you have any questions about these new monitoring requirements, please contact me.

Sincerely,



Eamon Twohig, Program Manager  
Residuals Management & Emerging Contaminants Program

C: Cathy Jamieson, Division Director, Waste Management & Prevention Division

Enc: Excerpts from Vermont Solid Waste Rules



## § 6-1306 Residuals Management Operating Standards

(n) The following requirements for **sampling, analysis** and standards shall be met:

- (1) All sludges, biosolids or septage intended for land application, and EQ biosolids and EQ biosolids products shall be sampled and analyzed for the following parameters. The frequency will be established in each sludge management plan or certification. Any biosolids or EQ biosolids products that are imported into Vermont shall also be analyzed for any parameters not established herein for which a regulatory standard is established in the jurisdiction in which they were produced or prepared.

(A) The material shall be analyzed for the total concentration of the following metals:

Arsenic (As)  
Cadmium (Cd)  
Chromium (Cr)  
Copper (Cu)  
Lead (Pb)  
Mercury (Hg)  
Molybdenum (Mo)  
Nickel (Ni)  
Selenium (Se)  
Zinc (Zn)

(B) The material shall be analyzed for total percent solids

- (2) Biosolids or septage intended for land application and EQ biosolids and EQ biosolids products shall be analyzed for following parameters:

Total polychlorinated biphenyls (PCB);

pH,

Total Kjeldahl Nitrogen (TKN),

Ammonia-Nitrogen (NH<sub>4</sub>-N),

Nitrate-Nitrogen (NO<sub>3</sub>-N),

Total Phosphorus (TP),

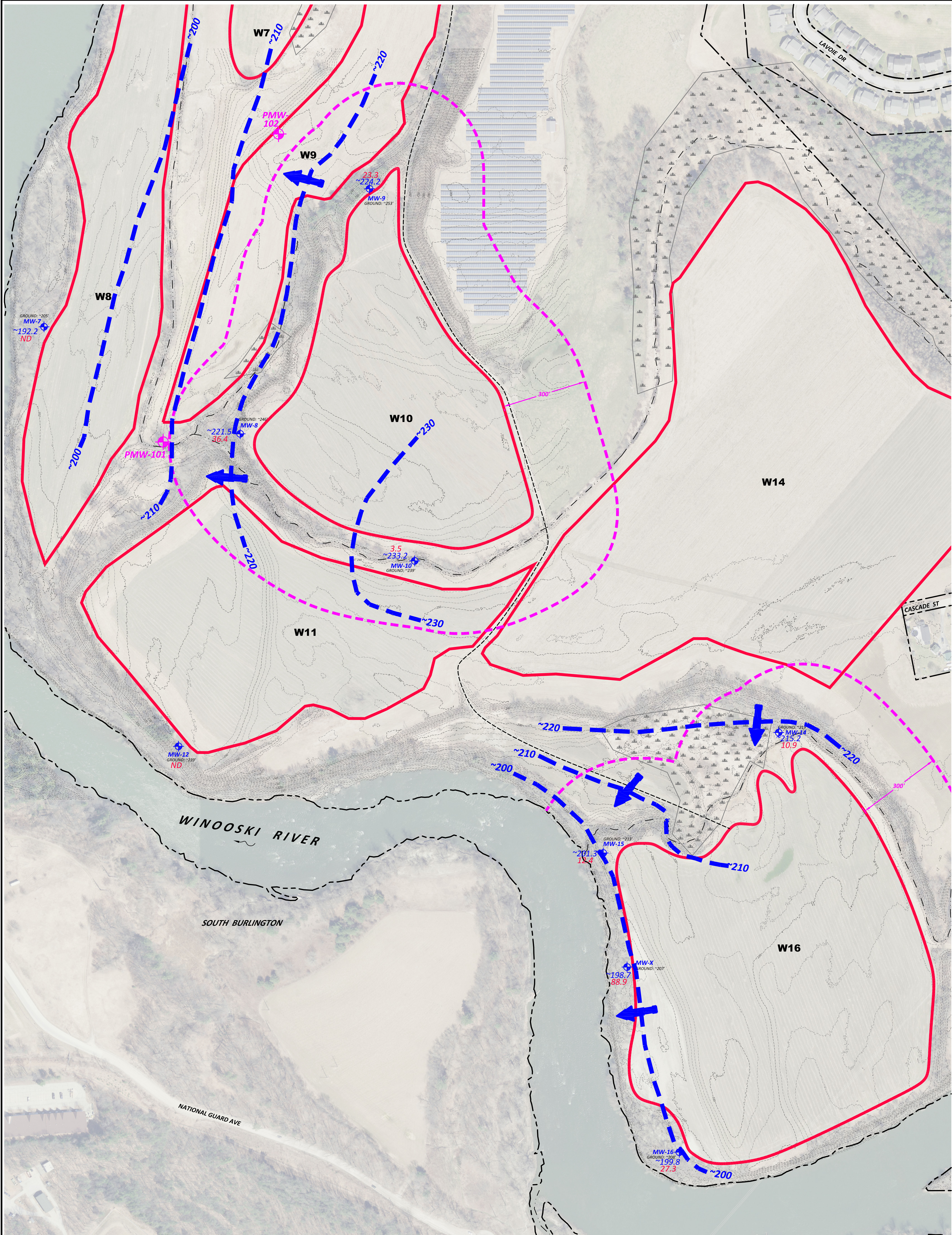
Total Potassium (TK),

Water extractable phosphorus (WEP); and

***Per- and polyfluoroalkyl substances (PFAS) in accordance with this subdivision;***

- (A) PFAS regulated by the Secretary; and any other PFAS that the Secretary has determined may pose a risk to human health or other living organism and for which the Secretary has determined that a reliable testing and analytical methodology is available. The Secretary may require the material to be tested for additional parameters as determined to be necessary to prevent a threat to human health or the environment resulting from the application of materials



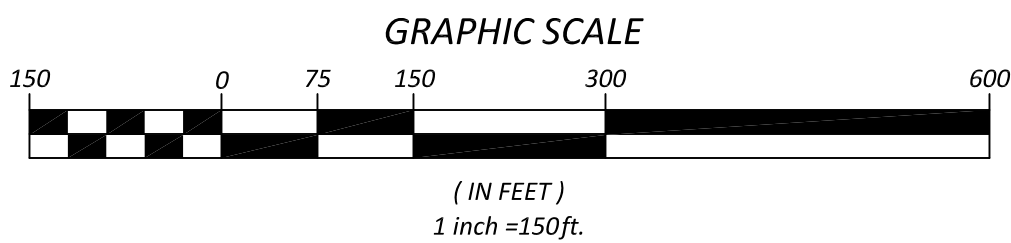


LEGEND

- PROPERTY BOUNDARY
- GROUND ELEVATION CONTOUR
- STREAM
- FARM ROAD
- LIMIT OF APPLICATION
- GROUNDWATER COMPLIANCE BOUNDARY
- WETLAND (SOURCE: VERMONT SIGNIFICANT WETLAND INVENTORY)
- EXISTING MONITORING WELL
- GROUNDWATER ELEVATION CONTOUR (APPROX) IN FT
- GROUNDWATER ELEVATION (APPROX) IN FT, APRIL 1, 2021
- PFAS CONCENTRATION (SUM OF 5 IN PPT) FROM 2020 SAMPLING
- PROPOSED NEW GROUNDWATER MONITORING WELL

NOTES:

- THIS IS NOT A SURVEY. BOUNDARY INFORMATION IS FROM TAX MAPS.
- EXISTING TOPOGRAPHY IS FROM VT LIDAR DATA, 2014. GROUND ELEVATION AT MONITORING WELL LOCATIONS IS BASED ON LIDAR SURFACE INQUIRY AND IS APPROXIMATE.
- GROUNDWATER ELEVATIONS ARE BASED ON DEPTH BELOW GROUND ELEVATION, ACCOUNTING FOR EACH WELL STICKUP, AND ARE APPROXIMATE ONLY.
- PFAS DATA ARE FROM SAMPLING BY OTHERS IN 2020.



SITE PLAN  
ESSEX JUNCTION LAND APPLICATION FIELDS  
ESSEX JUNCTION, VERMONT



Waite - Heindel  
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• Hydrogeology • Environmental Services •  
• Water and Wastewater Design •  
Burlington, Vermont • (802) 860-9400  
www.waiteenv.com

SCALE:	NOTED	DATE:	6-25-21.
DRAWN BY:	S.M.S.	PROJECT NO.:	
PROJECT MANAGER:	M.E.W.	APPROVED BY:	C.D.H.
LAYOUT:	<input type="checkbox"/> DRAFT <input checked="" type="checkbox"/> FINAL		
SHEET	1	OF	1

TABLE 1.0: GROUNDWATER ELEVATIONS  
Village of Essex Jct Biosolids Application Site [SW ID-124]  
307 South Street, Essex Jct, VT, 05452  
April 01, 2021

Well ID	Alt. Well ID	Ground Elevation (Ft-ASL)	Well Stickup (Ft-AGS)	Depth to Water ( Ft BTOC)	Groundwater Elevation (Ft-ASL)
MW-7	WSE0207	205	3.0	15.8	192.2
MW-8	WSE0208	246	0.4	25.0	221.5
MW-9	WSE0209	253	2.7	31.5	224.2
MW-10	WSE0210	239	2.7	8.5	233.1
MW-12	WSE0212	239	2.7	NA	NA
MW-14	WSE0214	219	2.0	5.7	215.2
MW-15	WSE0215	213	3.4	15.1	201.3
MW-16	WSE0216	208	2.4	10.6	199.8
MW-X	MW-Unknown	207	2.6	10.9	198.7

# Arrival of Amtrak in Essex Junction

JULY 19, 2021

FREE EVENT

29 RAILROAD AVENUE  
ESSEX JUNCTION, VT



## Essex Junction celebrated as Amtrak Reopened for Business!

The rain didn't stop the train or the crowd on Monday, July 19th as the Amtrak Vermonter pulled into the Village of Essex Junction station. Thank you to all who found their umbrellas and spent the morning with us!

**Village President, Andrew Brown** was a guest speaker at the ceremonial Amtrak send off celebration in St. Albans. He recognized the return of the Vermonter as an important step in reopening Vermont and thanked **Senator Leahy, Senator Sanders, and Congressman Welch** for their ongoing support of passenger train travel. He extended thanks to Senator Leahy's team for prompting the Village to file a request for Congressional Directed Spending Funds – earmark funding for desperately needed renovations to the station in Essex Junction. The Village President said he has great hope for the future of passenger rail in Vermont and supports the proposal to build a commuter rail system with the potential to link many of Vermont's major municipalities – with the Village serving as Vermont's principal rail junction, as it has always been.



*Photo courtesy: Brian Shelden*



Meanwhile, in Essex Junction, Brownell Library hosted a fun morning with a craft project at the pavilion where over 35 kids and 20 adults took part in making train-themed noisemakers to prepare for the Vermonter's arrival. Sweet Wheels Donuts provided a colorful display of yummy donuts and juice. Brownell's toy train served up some extra fun and kids learned about the 1,000 Books Before Kindergarten program which builds early literacy skills and prepares children for school.

Next stop! The crowd gathered and cheered for the arrival of the Amtrak Vermonter as it pulled into the Essex Junction station. Over 100 people were waiting to board the train while those in attendance snacked on treats and hot coffee provided by Nest Coffee & Bakery.



# Essex Junction celebrated as Amtrak Reopened for Business!

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**Unified Manager Evan Teich** welcomed the crowd and thanked the citizens for their patience as services resume and as plans for station upgrades become a reality. **Village President Andrew Brown** delivered his second speech of the day, this time with a focus on the dire condition of the station and the need for continued support of renovations to Essex Junction's multimodal station.



Those in attendance received a surprise greeting (and a few fist pumps) from **Lieutenant Governor Molly Gray**. Other guest speakers included **Representative Karen Dolan**; Executive Director of the Chittenden County Regional Planning Commission, **Charlie Baker**; **Perry Martel** from the Vermont Rail System who is also an Operation Life Saver Vermont Board Member; and **Brian Shelden** of the Essex Economic Development Commission.

The event wrapped up with a walking tour of the new housing and commercial development, including the planned Crescent Connector project. **Robin Pierce, Community Development Director** led a group through the Village to showcase the work that would compliment an upgrade to the station.

In addition to the guests who agreed to speak at the Essex Junction event, the Village Board of Trustees and Unified Manager Evan Teich send special thanks to **Tim Jerman** and **Jerry Fox** of the Essex Community Historical Society for lending photo displays of the station; **Megan Allison** and the staff of Brownell Library for hosting the children's event and for lending equipment; **Village**

**Public Works** for loading, unloading and setting up tents and equipment; **Greg Morgan**, super volunteer and former Essex Economic Development Commission Chair, for his time and for sparking the idea for this event; **Tammy Getchell** for coordination and event planning; **Al Villa** and **John Gawdrecki**, Essex Amtrak caretakers for providing access to the station for the event; **Representative Lori Houghton** and **Representative Karen Dolan** for spreading the word and encouraging participation; **Essex Rec** for coordinating the use of their shuttle buses; **EJRP** for loaning out tents, chairs and tables; **Robin Pierce** for event coordination and hosting the walking tour; and **Toni Clithero**, VTrans Amtrak Grants Program Manager and **Chip Sawyer**, Director of Planning for St. Albans for coordinating our event with the other festivities happening that day.



**For details about the Multimodal station renovation project, please visit the Village website at: <https://www.essexjunction.org/departments/planning/essex-junction-multimodal-station>.**

# MEETING SCHEDULES

07/22/2021

TOWN SELECTBOARD MEETINGS		VILLAGE TRUSTEES MEETINGS	
			
July 27, 2021 – 6:30 PM	VB Regular - Amy		
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	JB Special - Darby		
October 4, 2021—6:30 PM	SB Regular – Darby		
October 12, 2021—6:30 PM	VB Regular – Darby		
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		

<b>January 3, 2022—6:30 PM</b>	SB Regular -- Amy
<b>January 11, 2022—6:30 PM</b>	VB Regular – Darby
<b>January 18, 2022—6:30 PM</b>	SB Regular
<b>January 25, 2022—6:30 PM</b>	VB Regular -- Cathy
<b>February 7, 2022—6:30 PM</b>	SB Regular
<b>February 8, 2022—6:30 PM</b>	VB Regular
<b>February 22, 2022—6:30 PM</b>	VB Regular -- Cathy
<b>February 23, 2022—6:30 PM</b>	SB Regular meeting
<b>February 28, 2022—6:30 PM</b>	Town Informational hearing
<b>March 7, 2022—6:30 PM</b>	SB Regular
<b>March 8, 2022—6:30 PM</b>	VB Regular
<b>March 21, 2022—6:30 PM</b>	SB Regular
<b>March 22, 2022—6:30 PM</b>	VB Regular -- Cathy
<b>April 4, 2022—6:30 PM</b>	SB Regular
<b>April 6, 2022 – 7:00 PM</b>	Village Informational hearing -- Cathy
<b>April 13, 2022—6:30 PM</b>	VB Regular