

VILLAGE OF ESSEX JUNCTION  
TRUSTEES  
REGULAR MEETING AGENDA

Online & 2 Lincoln St.  
Essex Junction, VT 05452  
Tuesday, August 24, 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: 320 357 014#
- **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 warning of first and second public hearings re: Charter for City of Essex Junction
  - c. Consider approval of content from Our Village, Our Voices on the Village of Essex Junction website
  - d. Consider authorizing the Village Clerk to mail out ballots to all active registered voters for the November 2<sup>nd</sup> election
  - e. Discussion about planning for Fiscal Year 2023 budget
  - f. Consider adoption of Public Nuisance Ordinance
  - g. Consider potential action on Rail Council
6. **CONSENT ITEMS**
  - a. Consider approval of Champlain Valley Expo events requiring waivers list
  - b. Consider approval of EJRP Bus Bid recommendation
  - c. Approve minutes: August 10, 2021
  - d. Approve Check Warrant #17264 – 8/13/21
7. **READING FILE**
  - a. Board member comments
  - b. Memo from Chief Ron Hoague re: Recap of National Night Out
  - c. Email from Nicole Mone-St. Marthe re: Reopening options for Senior Center
  - d. List of Boards/Committees/Commission openings
  - e. Memo from Brad Luck re: Maple Street Safety
  - f. 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: 8/20/2021

**Memo**

To: Village Trustees

From: Brad Luck, Director, EJRP

Date: August 18, 2021

Re: August 24 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. Charter
- B. Proposals with Town of Essex
- C. Our Village, Our Voices
- D. Meeting Schedule

A. Charter

The Trustees will have one more meeting after tonight on 9/14 at which time the charter will need to be approved. It can still be amended through 10/12, but ideally changes will be minor. It is suggested that the Trustees thoroughly review the charter prior to the meeting for any outstanding issues, comments, or questions and discuss them at the meeting.

B. Proposals with Town of Essex

This is an opportunity to process and discuss the conversation from 10/23 with the Selectboard regarding the proposals. The Trustees will meet one more time before the next two joint meetings.

C. Our Village, Our Voices

The Trustees will hear an update from Our Village, Our Voices.

D. Meeting Schedule

Below is an outline of upcoming meetings and discussions.

25-Aug		First public hearing warned (8/19-8/29 - not less than 30 or more than 40 days)
9-Sep		Second public hearing warned (9/2-9/12 - not less than 30 or more than 40 days)
Trustees Meeting	14-Sep	Charter, organization, budget review. Charter approval. Review mailer items.
15-Sep		Charter filed with clerk at least 10 days before first public hearing
Joint Meeting	20-Sep	Joint board meeting with Selectboard.
Joint Meeting	27-Sep	Joint board meeting with Selectboard.
28-Sep <b>ADDED</b> <b>Public Hearing</b>		First public hearing (before 10/3 – at least 30 days before vote; on/after 9/25 - at least 10 days after charter filed with clerk). Approve warning of charter vote for November 2 (warned between 9/23-10/3). Discuss & approve mailer.
29-Sep		Vote warned (9/23-10/3 - not less than 30 or more than 40 days).
Trustees Meeting	12-Oct	Second public hearing on charter. Last chance for charter revisions (actually 10/13, 20 days before vote).
13-Oct		Last day for any charter revisions (20-days before vote)
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.

Attachments

- Current Draft Charter

## 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 Village Center and Neighborhood Development Area Designations

The Village Center District and Neighborhood Development Area, as designated in the Essex Junction Land Development Code, shall continue in the new City for the purpose of continuing the 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) Provide for an independent audit by a certified public accountant.
  - (4) Inquire into the conduct of any officer, commission, or department and investigate any and all municipal affairs.
  - (5) Exercise every other power which is not specifically set forth herein, but which is granted to Councils or legislative bodies by the statutes of the state of Vermont.

#### § 302 Governing Body Composition and Term of Office

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

#### § 303 Vacancy in office

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

#### § 304 Election of Governing Body Officers

- (a) The terms of the officers shall commence on the first day of the month following the month of election. At the first meeting of the month following the annual City meeting, the Council shall organize and elect a president, vice president, and clerk by a majority vote of the entire Council, and shall file a certificate of the election for record in the office of the City Clerk.
- (b) The 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.
- (n) The Manager shall recommend appointment of the City Clerk annually, with Council approval.

#### § 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.

## Memo

**To:** Village Trustees

**From:** Brad Luck, Director, EJP

**Date:** August 18, 2021

**Re:** Public Hearings Warning

The Trustees must hold two public hearings prior to the vote on the charter proposal, which is slated for November 2, 2021.

The first public hearing is scheduled for 9/28 and must be held not less than 30 days and not more than 40 days (between 9/25-10/3) prior to the special meeting (11/2). It must be warned not less than 30 days and not more than 40 days prior (between 8/19-8/29).

The second public hearing is scheduled for 10/12. It must be warned not less than 30 days and not more than 40 days prior (between 8/19-8/29).

**Recommended Motion:**

"I move that the Trustees approve the warnings for two public hearings regarding the city of Essex Junction charter on September 28 and October 12."



Village of Essex Junction  
Notice of Public Hearing  
City of Essex Junction Charter  
September 28, 2021  
6:30p.m.

The Essex Junction Village Trustees are holding a public hearing on the charter for the city of Essex Junction on Tuesday, September 28, at 6:30p.m. at 2 Lincoln Street, Essex Junction, VT 05452. The hearing will be a hybrid style meeting that is available for in-person or online participation. If you would like to participate online, please visit the following site for details, which will be available beginning the Friday before the meeting: <https://www.essexjunction.org/boards/board-of-trustees>.

The public is invited to attend and offer comments regarding the charter.

The charter for the city of Essex Junction is a comprehensive update to the current Village of Essex Junction municipal charter, changing Essex Junction from a Village to a city. It includes:

- Transitional provisions
- Incorporation and the Powers of the City
- Governance Structure
- Other Elected Offices
- City Meetings
- Ordinances
- City Manager
- Boards and Commissions
- Administrative Departments
- Budget Process
- Taxation
- Capital Improvements
- Amendment of Charter and Initiatives
- General

An official copy of the proposed charter will be on file and available for public inspection at the Clerk's Office at 81 Main Street, Essex Junction, Vermont 05452, beginning September 15. Copies will be made available upon request.

A copy of the charter can be found online here, after September 15:  
<https://www.essexjunction.org/independence>.

---

**Voter Registration:** Residents may register online at [olvr.vermont.gov](http://olvr.vermont.gov), or at the polling place for same registration. All that is required for voter registration is your VT driver's license number, or if you do not have a VT driver's license, the last four digits of your social security number. For questions concerning voter registration, call the town clerk's office at 879-0413, option 6.

Village of Essex Junction  
Notice of Public Hearing  
City of Essex Junction Charter  
October 12, 2021  
6:30p.m.

The Essex Junction Village Trustees are holding a public hearing on the charter for the city of Essex Junction on Tuesday, October 12, at 6:30p.m. at 2 Lincoln Street, Essex Junction, VT 05452. The hearing will be a hybrid style meeting that is available for in-person or online participation. If you would like to participate online, please visit the following site for details, which will be available beginning the Friday before the meeting: <https://www.essexjunction.org/boards/board-of-trustees>.

The public is invited to attend and offer comments regarding the charter.

The charter for the city of Essex Junction is a comprehensive update to the current Village of Essex Junction municipal charter, changing Essex Junction from a Village to a city. It includes:

- Transitional provisions
- Incorporation and the Powers of the City
- Governance Structure
- Other Elected Offices
- City Meetings
- Ordinances
- City Manager
- Boards and Commissions
- Administrative Departments
- Budget Process
- Taxation
- Capital Improvements
- Amendment of Charter and Initiatives
- General


An official copy of the proposed charter will be on file and available for public inspection at the Clerk's Office at 81 Main Street, Essex Junction, Vermont 05452, beginning September 15. Copies will be made available upon request.

A copy of the charter can be found online here, after September 15:  
<https://www.essexjunction.org/independence>.

---

**Voter Registration:** Residents may register online at [olvr.vermont.gov](http://olvr.vermont.gov), or at the polling place for same registration. All that is required for voter registration is your VT driver's license number, or if you do not have a VT driver's license, the last four digits of your social security number. For questions concerning voter registration, call the town clerk's office at 879-0413, option 6.

# Memorandum

**To:** Village Trustees; Evan Teich, Unified Manager   
**Cc:** Marguerite Ladd, Assistant Manager, Greg Duggan, Public Information Officer and Deputy Manager  
**From:** Tammy Getchell, Assistant to the Manager  
**Re:** Approve Our Village, Our Voices FAQ document content for website and use of Village logo  
**Date:** August 20, 2021

---

## Issue

The issue is whether the Trustees will approve content for the Village website and the use of the Village logo for brochures and other information put forth by the citizen group, Our Village, Our Voices.

## Discussion

A recent request to post “FAQ” documents created by the citizen-led group, Our Village, Our Voices and the use of the Village of Essex Junction logo has prompted me to request further information from the Unified Manager and Trustees.

The Communications Policy for Trustees & Staff (attached) states, *“In the spirit of transparency, the Village government and Trustees promote and support a range of communication resources, such as online forums and email that allow and encourage Village citizens to post comments and exchange views on community issues and government actions. The Trustees and staff promote and support these resources with the understanding that citizens' postings may be technically inaccurate, misinformed, intentionally or unintentionally misleading, or politically motivated.”*

The policy also provides guidelines and preferred methods to promote transparency. With this policy in mind, I have not vetted the group to determine what the group stands for and am not comfortable posting anything from *any* group if it is not specifically sanctioned by the Unified Manager through the Village of Trustees to post or use.

In addition to the policy, I am concerned with protecting my ability to refuse materials from other citizen groups and I am unable to do that if I post something from this group without taking the responsibility of vetting the language, the group, and the information before it goes up on the website—or having specific authority from the Board of Trustees to do so.

For example, the Greater Essex website was commissioned by the Selectboard and Trustees and all materials posted were approved for posting on the website, mailers, etc. by the Unified Manager and the boards. The group behind the work on the Greater Essex website was the Subcommittee on Governance (appointed by the boards) and our staff. While there were many citizen groups out there during that time holding coffee chats and events to discuss merger, our staff were careful to keep official public content to what was board- or staff-authored, reviewed and board-approved.

Given the policy of the Trustees to provide accurate, responsible, and timely information to Village citizens in a professional manner that represents the collective position of the Board of Trustees, I recommend approval for use of content authored and created by any outside group on the subject of the upcoming vote on Village independence.

I request that the Trustees provide staff with specific details of the preferred process for vetting the materials from Our Village, Our Voices, including the use of the Village logo. I recommend that the Trustees review and approve the language and content of *each* document (FAQs,

brochures, mailers, etc.) posted to the Village website, and any document that contains the Village logo, particularly because the logo often accompanied by the words, "If it's not from us, it's not official." This approach is preferable rather than a "carte blanche" for any and all content provided by the citizen group.

**Cost**

None.

**Recommendation**

Staff recommends that the Trustees review and approve the FAQ documents and other materials provided by the citizen group, Our Village, Our Voices prior to posting those materials to the Village website and prior to distributing those materials.



## Essex Junction Independence Frequently Asked Questions

### Questions about forming a city

**Is there a precedent for what the Village is trying to do? Can a village even legally separate from a town?**

Yes - to both questions.

There are 9 cities in Vermont, most of which were formerly incorporated villages. In the last century, 3 cities were approved by the Legislature. Newport separated from the Town of Newport in 1918. Winooski separated from the Town of Colchester in 1922. South Burlington initially became a town in 1864, when the Village of Burlington separated from the Town of Burlington; the Village of Burlington became a city, and the Town of South Burlington was born. South Burlington became a city in 1974. You can read more about this at the Secretary of State's [website](#).

**Why do we have to become a city? Why can't we remain the Village of Essex Junction? Could we become a town?**

In Vermont, villages do not exist outside of towns. If a village separates from its parent town, it becomes a city. In Vermont, there is no other option but to become a city if we vote to separate from the Town of Essex.

Here is a [list](#) of all the current and former villages in Vermont. Many villages became unincorporated (or “dissolved”) and were absorbed into their parent towns. The villages that separated became cities.

**Does the Village of Essex Junction government have the expertise and resources to become a city?**

Yes. The Village has been operating as a full service, self-governing, and self-sustaining municipality since 1893.

Right now, the Essex Junction government owns and operates all the public works utilities, service equipment, water and sewer lines, and pumping stations within the Village. It owns and maintains all the streets, sidewalks, bridges, parks, walking paths, and other public infrastructure within the Village.

*If it's not from us, it's not official.*





## Essex Junction Independence Frequently Asked Questions

The Essex Junction government presently has full authority over its own ordinances, building and zoning regulations, municipal planning, community and economic development, engineering and legal services, and capital expenditures. It has its own seat on the governing boards of the regional planning commission, solid waste district, and water district. It procures its own bonds and interfaces directly with state and federal agencies. It owns and operates the administrative offices at Lincoln Hall, the Essex Junction Fire Department, the Essex Junction Wastewater Treatment Plant, the Brownell Library, Essex Junction Recreation and Parks, and the Senior Center. The Essex Junction community elects its own representatives to the Vermont Legislature.

The only major service the Town of Essex provides within the Village of Essex Junction is the Essex Police Department, which is why the Trustees and the Town Selectboard have tentatively agreed to negotiate a contract for continuing Town police service within Essex Junction after separation.

The only hurdles for becoming a city are (1) voter approval and (2) legislative approval at the state level and its related political challenges (see the question about what happens after we vote on the charter). There are no financial, operational, or technical barriers preventing Essex Junction's transition from village to city.

### **If we became a city, how would we compare with other Vermont cities?**

The City of Essex Junction would have about 11,000 people living within 4 square miles, with a total estimated budget of about \$9.5 million. It would be Vermont's fourth largest city by population after Burlington, Rutland, and South Burlington.

By comparison, the City of Barre has about 8,500 people within 4 square miles with an FY22 budget of \$12.8 million. The City of Montpelier has about 7,300 people in 10 square miles with an FY22 budget of \$14.4 million. The City of St. Albans has about 6,900 people in 2 square miles with an FY22 budget of \$9 million. The City of Winooski has about 7,300 people in 1.5 square miles with an FY22 budget of \$8 million.





## Essex Junction Independence Frequently Asked Questions

**The Village's present budget is \$5.6 million. If the new city budget is \$9.5 million, won't that require a large tax increase for Essex Junction taxpayers?**

No. The money Essex Junction property owners save by no longer paying taxes to the Town of Essex will offset the cost of a new city budget and may even result in a net tax savings.

Essex Junction property owners will pay \$3.7 million in taxes this year to support the Village's \$5.6 million budget, and they will pay \$6.1 million to the Town of Essex to help pay the Town's \$15.9 million budget. Exact numbers can't be known at this time but the total \$9.8 million paid out by Essex Junction taxpayers for municipal services this year exceeds the estimates of the new City of Essex Junction budget. It's important to note that the Village and the Town, like most municipal governments, acquire revenue from a variety of sources other than property taxes, such as grants and fees. The new City of Essex Junction will probably not require \$9.5 million in property taxes to fund a \$9.5 million budget.

### Questions about the charter and the process of separation

**When do we vote on separation? Is it in person at the polls or will we vote by mail?**

The vote will be Tuesday, November 2nd, 2021 at Essex High School. Currently municipalities may not use mail-in ballots for special elections, only general elections like Town Meeting. The Trustees are exploring whether the separation vote can be held by mail-in ballot. However, because Vermont allows absentee ballots to be cast with no reason required, voters can cast their absentee ballots via mail in the weeks leading up to the vote, following the regular procedures for absentee voting.

**What happens after we vote on the charter?**

All municipal charters must be approved by the Vermont Legislature and the Governor. A passing vote by Village residents will kick off a [state-level process](#) that has many steps.

Here is a summary of the steps that will follow a positive vote by the Village:

1. The voter-approved charter is submitted by Essex Junction's state representatives to the House Government Operations Committee (HGO).



## Essex Junction Independence Frequently Asked Questions

2. HGO will take testimony on the charter, consider/debate it, and decide whether to approve or reject it. They can also make changes to the charter itself. The charter will also be vetted by Legislative Council (the attorneys who serve the Legislature) and they will provide commentary and flag any issues.
3. If HGO approves the charter, it then goes to Senate Government Operations (SGO).
4. SGO can take testimony on the charter, consider/debate it, and decide whether to approve or reject it. They can also make changes to the charter itself.
5. Because separation would impact the taxation of both municipalities, the charter will most likely also go before the House Ways & Means Committee and Senate Finance Committee. These are the two legislative committees responsible for taxation. They would also have the ability to make changes to the charter or reject it.
6. If SGO makes changes to the charter, it must go back to HGO again for their approval.
7. After both HGO and SGO have approved the charter, it then goes to the full House for approval.
8. If the House approves the charter, then it goes to the full Senate for approval.
9. If both the House and Senate approve the charter, then it goes to the Governor for approval. The Governor can veto the charter.
10. If the Governor approves the charter, then it goes into effect and the City of Essex Junction would be created according to the charter's terms.

The charter can be revised by any of the state legislative bodies that touch it. It can be rejected by a committee and sent back to the Trustees for any number of reasons. Delays could prevent it from being considered for a few weeks or months, a year, or even until the next legislative session. Even if it clears both the House and the Senate, the charter could be vetoed by the Governor.

The reason the Legislature and the Governor have so much influence in this process is because Vermont is a "[Dillon's Rule](#)" state. This means that all Vermont municipalities are instruments of the state and cannot make certain decisions on their own without legislative approval.

Citizen advocacy by those in favor of separation at the local and state level is likely to be an important factor in its success or failure. The Town Selectboard may oppose separation and seek to prevent Essex Junction from becoming a city that would no longer pay taxes to the Town. The Legislature may give the Selectboard an opportunity to testify and explain any





## Essex Junction Independence Frequently Asked Questions

opposition or objections they have. The Selectboard could also initiate legal challenges to separation on their own or be petitioned to do so by Town citizens.

Village residents are able to reach out to legislators and committees to share their support of the charter's passage. There will be opportunities to testify in support of the charter. High turnout at legislative meetings and frequent communication with the Legislature will have impact.

However, there are also citizens in the Village and the rest of the Town of Essex who do not want to separate. They have the same opportunities for advocacy that people who want the charter to pass have. The Town Selectboard and the Vermont Legislature will be lobbied heavily by people who do not want the Village to separate.

A charter change initiative for transitioning from village to city has many hurdles to overcome. Residents should not feel assured of success if the November vote passes. That is simply the first step in the next part of the process. However, this is an opportunity for Village residents to

strongly advocate for our community's future and come together in large numbers to achieve success by positively and clearly telling the Legislature that they want the charter to pass.

### **Does the Town have to also vote on separation? Can the Town stop us from separating?**

The November 2021 vote will be for Village of Essex Junction residents only.

As mentioned above, the Town Selectboard and citizens advocating against separation could potentially influence the legislative process against passing the charter.

There is precedent in Vermont that a village can vote by itself to separate from its parent town. There are other instances when a village and a town both voted and separation was defeated. You can learn more about this at the Secretary of State's [website](#).

### **I have been hearing about breaking us up into voting districts--is that part of separation? What happens to our Trustee and Selectboard representation post-separation?**

If the Village separates from the Town, the Town Selectboard would no longer represent the Village in any way. The City of Essex Junction would have a city council. The councilors would be elected at-large.



## Essex Junction Independence Frequently Asked Questions

After separation the Town Selectboard would represent only the residents of the Town, within the new borders that would be established by the separation of the Village. Former residents of the Village within the Town would now solely be residents of the City of Essex Junction. They would no longer be Town residents and would no longer be allowed to serve on the Selectboard.

The Village Trustees recently decided that the new city council would be elected at-large. This means that all city councilors would be elected by all residents of the City of Essex Junction, and all city councilors would represent the entire City. This is how Village Trustees are currently elected. There would be no voting wards. However, at any time in the future the City Council could decide to create voting wards.

### Questions about municipal services

#### **Would I still be able to use the Essex Free Library if we separate?**

Yes. Like all Vermont public libraries, anyone can go to the Essex Free Library as well as the Brownell Library. As for borrowing books, both libraries are members of the Chittenden County homecard system, which allows library card holders at 27 different libraries to borrow books from each other's libraries. Here is a [list of all the libraries in the homecard system](#).

#### **Will we be able to have the same access to Indian Brook we have now? What about Saxon Hill and other Town parks?**

Currently all Town [parks](#) except Indian Brook Park have open access. Anyone can use them, regardless of where they live. This is also true of all Village parks.

Indian Brook Park [currently sells season passes](#) that are only available for Town residents. New in 2021, non-Town residents can purchase day passes, which would provide future City of Essex Junction residents access to the park. However, given our history and the financial support of the park by Village residents, the Village Trustees and Town Selectboard will be discussing how to handle access to Indian Brook Park by Village residents after separation, as well as parks and recreation services in general. We will update this answer once there is a decision regarding this topic.



## Essex Junction Independence Frequently Asked Questions

### **What will happen to the Senior Center and the Senior Van? Will there be changes?**

Currently the Village and Town provide senior services jointly. The [Senior Center](#) is housed in the Village Offices at 2 Lincoln Street. The Town provides the [Senior Van](#) service. The Village and Town share the cost of Senior Center staff. Keep in mind that Village taxpayers pay for 42% of the cost of this service. Town residents have a lower membership fee than non-residents.

The Village Trustees and Town Selectboard will be discussing how to handle senior services after separation. We will update this answer once there is a decision regarding this topic.

### **What's the plan for the police?**

Currently, there is general agreement between the Village Trustees and Town Selectboard that after separation both municipalities will share the services of the [Essex Police Department](#) so that there is no change in how residents are served. The police department has stated they

recognize and appreciate their commitment to the Village and are committed to serving both the Village and the Town.

Both boards will be discussing how to handle the cost of police services after separation. We will update this answer once there is a decision regarding this topic.

### **What new services would the Village have to start offering that the Town usually provides?**

There are a few administrative services that the Town provides for the Village that the Village would have to take on after separation.

New services that the Village currently does not provide for itself include offering animal licenses, marriage licenses, and the office of Health Officer. In addition, the new governing board of the City of Essex Junction would also serve as its own Liquor Control Board to grant liquor licenses and would adjudicate dog bite cases.

Village taxpayers currently pay for the services of the Town assessor. The Village Trustees are currently discussing with the Town Selectboard whether to continue sharing that service after separation, or to hire or contract out the services of an assessor.



## Essex Junction Independence Frequently Asked Questions

### **What will happen to the Wastewater Treatment Facility after separation? Will separation affect my sewer or water bill?**

Separation will not affect water or sewer bills.

Essex Junction purchases its water from the Champlain Water District, which it resells directly to Village residents and businesses. This will continue after separation. Essex Junction owns and operates the community wastewater/ sewage treatment facility and will continue to do so after separation. The Town of Essex and Town of Williston purchase water treatment service from the Essex Junction facility and will continue to do so after separation. Separation will not affect their rates.

### Questions about the school district and school taxes

### **Will separation affect the school district? Would the school district also have to separate?**

Separation will not affect the school district or school operations, and the school district would not have to separate. Essex Junction schools are part of the Essex Westford School District, which functions as an entirely separate municipal operation from the Essex Junction, Town of Essex, and Town of Westford governments.

### Questions about municipal taxes

### **Would I still have to pay taxes to the Town? Would we go back to getting 2 different tax bills?**

Village residents will still have to pay some taxes to the Town on a temporary basis in order to fulfill obligations. If the Village separates, residents would receive only one tax bill that would include municipal and education taxes.

Village residents voted to approve the building of the Essex Police Department facility and will have to continue paying off that bond along with Town outside the Village residents. That bond will be paid off in 2033 and then Village residents would no longer have to pay it.



## Essex Junction Independence Frequently Asked Questions

If the Village Trustees and the Town Selectboard agree to share some services after separation--like police services--then there would be a financial agreement between the two municipalities and Village residents would pay for their share of those services.

If the Village separates, residents would receive only one tax bill that would include municipal and education taxes, but only for the new City. Any taxes still owed to the Town would be included in your City taxes.

### **Is it true that Essex Junction depends on Global Foundries for tax revenue and that an independent City of Essex Junction would suffer if Global Foundries closed?**

No. Essex Junction and the Town of Essex no longer rely heavily on Global Foundries (formerly IBM) for tax revenue.

Prior to 2012, IBM's assessed property tax value was significantly reduced and its tax subsidy to the Village and Town was phased out. Global Foundries currently comprises about 8% of Essex Junction's Grand List (total taxable property), but if the plant were to be sold or cease operations, the industrial park would retain most of its assessed value and the owner would still be required to pay Essex Junction property taxes.



## Essex Junction Independence Frequently Asked Questions for Businesses

### **What will happen to my business property taxes if Essex Junction becomes a city?**

They will decrease slightly or remain about the same. No large increases are expected.

Right now, the commercial property tax rate in Essex Junction is significantly higher than in the Town of Essex outside of Essex Junction. This is because owners of commercial properties in Essex Junction currently pay taxes to the Essex Junction government *and* the Town of Essex government. After separation, Village businesses will pay taxes only to the Essex Junction government. The Town of Essex will stop taxing properties in Essex Junction.

The new Essex Junction city government will need to increase some expenditures to replace administrative and clerical services once provided by the Town of Essex. But this increase will be offset by the overall tax decrease from no longer paying taxes to the Town. The exact difference between increase and decrease can't be calculated at this time, but the net effect is projected to be a tax savings for Village commercial property owners.

### **I don't own a building but I rent space. What will happen to my rent?**

No changes are expected. Changing Essex Junction's legal status from an incorporated village to an incorporated city will have no direct impact on commercial or residential rents.

### **Can I expect the same level of fire and police services?**

Yes. The Essex Junction Fire Department will continue operating as usual, and the current mutual aid agreement with the Town of Essex Fire Department will remain in place. Currently the Town of Essex pays the full cost of Essex Rescue services for the entire Town including the Village. The new city would have to pay for those services on its own.

The Essex Junction Trustees and Town of Essex Selectboard have agreed to negotiate a contract to continue providing Essex Police services inside Essex Junction. Both sides are motivated to reach an agreement because of the considerable cost savings from a shared police department and because the Town of Essex police facility is located in Essex Junction.



## Essex Junction Independence Frequently Asked Questions

### **Will I have to pay more for water/sewer?**

No. Essex Junction's water/sewer services are financed and regulated separately from other municipal services such as fire, police, and street maintenance. Water/sewer bills are based on wholesale water charges from the Champlain Water District and the operating costs of the Essex Junction water treatment plant. None of this will be affected by changing Essex Junction's legal status from village to city.

### **Will separation change parking regulations? Is the Village going to add parking meters anywhere?**

No and maybe. Essex Junction already has full legal authority over parking regulations within the Village's boundaries. Separation won't change this. The Essex Junction Trustees and staff could install parking meters in the Village downtown right now to prevent illegal long-term parking and free up more space. So far they have chosen not to do so but may reconsider the question if parking conditions worsen.

### **What will happen in terms of economic development if separation happens? How would separation affect Village Center growth?**

Separation would channel more local resources into economic development and downtown revitalization.

Commercial property owners in Essex Junction currently support the Essex Junction community development office *and* the Town of Essex community development office. The two offices sometimes collaborate on overlapping areas of interest, but each is mainly concerned with promoting business growth in the areas within the jurisdiction of their respective governments. For Essex Junction, this means anywhere within the boundaries of the Village, with a primary focus on the Village downtown, the Pearl Street/Champlain Valley Expo corridor, and the Global Foundries Technology Park. For the Town of Essex, this means anywhere in the Town outside the Village, with a primary focus on the Susie Wilson Road corridor, the New Town Center at Lang Farm, and Saxon Hill.







## Essex Junction Independence Frequently Asked Questions

With their tax dollars, Essex Junction commercial property owners also help pay for Essex Junction and Town of Essex capital infrastructure (streets, sidewalks, bridges, stormwater utilities, etc.) that provide the base for business development. However, commercial property owners in the Town of Essex outside Essex Junction only support the community development efforts of the Town outside of the Village, and only support capital infrastructure costs of the Town outside of the Village. They do not support community development or infrastructure improvement in the Village. Both the Essex Junction and Town of Essex governments offer tax incentives for commercial property improvements in the form of tax stabilization. This would not change with separation.

The unequal tax burden Village commercial property taxpayers bear and the unequal allocation of resources has the effect of prioritizing business growth in the Town at the expense of the Village. It is one of the main reasons the Essex Junction Trustees pursued merger to change the status quo relationship of the Village and Town, and is now one of the key reasons they support changing Essex Junction's legal status from village to city.

If Essex Junction becomes a city, commercial property owners in Essex Junction would no longer pay taxes to the Town of Essex. Municipal property taxes collected within Essex Junction would be directed entirely to supporting Essex Junction city services, business development, infrastructure improvement, and downtown revitalization.

**I'm concerned that if we separate, Essex Junction will end up like Winooski, with no more space to develop, resulting in a shrinking revenue base. How would the Village deal with that?**

Open, undeveloped space isn't necessary for growing a revenue base. Also, Winooski's financial situation is due to its bonded debt and not to its lack of open space.

If open space translated directly to economic growth, most towns across northern New England and New York would be wealthy, and not competing with each other for investment. Businesses seek to locate near population centers, where they can tap into the labor supply and have access to utilities and transportation.

Most Vermont cities and towns today are more concerned with preserving their open space than with developing it for commercial use. Most try to concentrate industrial growth in





## Essex Junction Independence Frequently Asked Questions

designated areas—industrial zones—that have already been partially developed, have immediate access to utilities and transportation, concentrate growth away from areas designated as open space, and limit the impacts of development on areas of open space. The Global Foundries Technology Park in Essex Junction is considered Vermont’s premier industrial park, with excellent access to transportation and utilities, including the state’s only water treatment plant licensed for industrial use, and with many acres of available open space to accommodate growth for decades to come. It is set apart from the Village Center and its zoning prevents its expansion.

Essex Junction is one of the state’s leaders in revitalizing its historic downtown, with a focus on high quality, multi-story, mixed use (commercial and residential) buildings providing affordable living space for Chittenden County’s younger workforce. It has achieved these improvements and attracted investors without resorting to bonds or incurring substantial debt.

Since 2000, Essex Junction has gradually shifted its reliance away from IBM (now Global Foundries) to residential and other commercial properties, with a strategy of providing high quality cultural, educational, and recreational facilities, local walkability and connectivity, well maintained infrastructure, and other “quality of life” amenities that people are willing to support with their local tax dollars. Essex Junction is one of a handful of Vermont communities that has seen a steady increase in population of school-age children at a time when others are experiencing declining school populations.

The Essex Junction municipal government has among the highest and most stable tax bases relative to other Vermont communities of its size and, based on recent and past performance, it should see steady, sustainable growth for many years to come.

### **Will the Crescent Connector still happen if we separate?**

Yes. The Crescent Connector—a new road slated for the Village Center that will allow traffic to bypass Five Corners—is an entirely local transportation improvement project supported by the Chittenden County Regional Planning Commission and funded by the Vermont Agency of Transportation. The Town of Essex has no involvement with the project and separation will not affect it.

### **Is a local option tax part of separation?**





## Essex Junction Independence Frequently Asked Questions

No. The State allows local communities to levy local sales taxes on goods and services to raise revenue to fund their municipal expenditures. The elected boards of Essex Junction and the Town of Essex have had ongoing discussions about jointly adopting a local option tax and sharing the revenue. Discussions could continue and an agreement could be reached regardless of Essex Junction's separation effort. But there is no direct link between separation and a local option tax.

### **Would I still have to go to the Town of Essex to get my liquor license if we separate? What if I want to sell cannabis products?**

The new City of Essex Junction will take over the responsibility of approving liquor licenses for businesses within the city. State regulations about cannabis products aren't clear at present, but any local municipal oversight of cannabis sales would come under the jurisdiction of the Essex Junction city government.

### **Would we still use the Town for health inspections or code violations?**

The Town of Essex' Health Officer (a statutorily required, appointed position) currently provides health and safety inspections in Essex Junction. This is one of the administrative services it provides in return for the tax revenue it collects from Essex Junction. This position might be one of the services the two governments share as a cost-savings/efficiency measure, after separation. If not, the Essex Junction government would have full authority to appoint its own Health Officer to perform health and safety inspections.

### **If separation happens, would the approval process for building a new building or adding on to a building change? Will permit requirements change and/or permit fees increase?**

No and no. Essex Junction currently has full jurisdiction over all aspects of construction permitting and approval within the Village, including fee structures, building and development codes, and zoning regulations. The Town of Essex has no jurisdiction over any aspect of building, construction, zoning, fees, or permits within the Village boundaries. Separation would not change this, nor would separation require any kind of reorganizing or restructuring of Essex Junction's building/permitting/zoning regulations.



## Essex Junction Independence Frequently Asked Questions

### **What will happen to Village land records if we separate? Would I still have to go to the Town Office for Village land records?**

Land records relating to transactions prior to separation would remain in the Town of Essex vault. Land records relating to transactions occurring after separation would be stored in the Essex Junction vault at Lincoln Hall.

### **Will there be any changes regarding the Chittenden Solid Waste District that would affect my business' use of the Essex dump?**

No. Chittenden County residents and businesses may use any CSWD facility.

### **How will separation impact capital projects like road and water line repairs?**

No. Essex Junction currently handles all its own capital spending and this won't change with separation.

Essex Junction funds and manages all of its own capital projects. Essex Junction businesses contribute to these capital expenditures with their property tax dollars. The Town of Essex also taxes Essex Junction businesses to help pay for its capital projects located outside of Essex Junction. However, the Town of Essex provides no financial support for Essex Junction's capital projects.

After separation, the Town of Essex will no longer be allowed to levy taxes inside Essex Junction, and Essex Junction businesses will no longer be taxed by the Town to help pay for capital expenditures outside of Essex Junction. For this reason, Essex Junction businesses could see an overall reduction in their municipal property tax bill after separation.

### **Would the Village continue to levy an economic development tax (what is referred to as the "penny tax")? If so, what would be done with it to benefit Village businesses?**

The Village currently uses the approximately \$120,000 raised by the economic development tax each year to help fund thoughtful growth and sustainable development in the Village Center.



## Essex Junction Independence Frequently Asked Questions

Some recent investments include a small parcel at Five Corners which will become a pocket park/greenspace, and free public parking space for 30 vehicles. Essex Junction voters recently approved a 3-year extension of the tax, which will probably extend through the transition from village to city. The tax will sunset after 3 years unless it's re-approved by the voters.

### **Will the sidewalks in front of my business continue to be plowed?**

Yes. The Essex Junction Public Works Department and all of its operating policies and schedules have always been under the jurisdiction of the Essex Junction government and Village Trustees. Transitioning from village to city will not change this.

### **Would there be any changes to the Green Mountain Transit bus routes or overall service we get from GMT?**

No changes are anticipated with separation. Instead of contributing to GMT operations indirectly through its tax payment to the Town of Essex, Essex Junction would contribute to GMT directly. This would not change local GMT service. However, GMT continuously reviews and revises its bus routes to optimize its customer service, so bus routes can always change regardless of Essex Junction's status as a city or village.

### **If we separate, would the Village maintain its state Village Center Designation and Neighborhood Area Designation? As a developer/business, would I still be able to access the benefits of these programs?**

This is unknown. Trustees and Village staff will be meeting with the state's Agency of Commerce & Community Development to learn how separation might affect those designations. This answer will be updated when more is learned.

# Village of Essex Junction

## Communication Policy for Village Trustees and Staff

The Village Trustees and Village staff share the responsibility of providing accurate, responsible, and timely information to Village citizens and news media.

Because no communication policy can anticipate all possible circumstances under which the words and actions of trustees and staff may be heard, observed, or disseminated to the public, Trustees and staff must be aware that any occasion on which they discuss Village business, such as online media, email, written communication, telephone conversation, or face to face discussion, could result in public dissemination. For that reason, Trustees and staff should make every effort to ensure that they conduct themselves in a professional manner in all communications regarding Village affairs and that their words and deeds conform to the following guidelines.

### I. Public Communication

**Trustees:** As the Village's elected leaders, the Trustees must be both the voice of the community and representatives of the government. As elected leaders it is appropriate for Trustees to express personal opinions and political judgments on topical issues. At times, their opinions may differ with those of other Trustees. However, they should strive to ensure that their opinions are factually correct, do not misrepresent the words or opinions of other Trustees or staff, and do not publicly impugn the actions or words of Village staff, other Trustees, or the members of other boards and committees affiliated with the Village government. If asked or called upon to provide technical or factual information of which they are uncertain, they should defer the question to the Village Manager. If asked or called upon to express an opinion or judgment representing the collective position of the Board of Trustees or Village government, they should defer the question to the Village President or Village Manager accordingly. *When responding to an email comment or question, whether from another Trustee, staff member, or constituent, Trustees may copy other Trustees in the email thread but they must avoid having any in-depth discussion amongst themselves via email regarding Village business.*

**Staff:** As government professionals, Village staff must provide technically accurate information free of political judgment and personal bias. As a rule, requests for comments or information from the media or public should be made to the Village Manager and staff should defer such requests to the manager unless the manager has specifically requested that a staff member respond. If asked or called upon to express a personal opinion or political judgment they should defer the question to the Village Manager or President of the Board of Trustees.

### II. Responses to Public Comments

The U.S. Supreme Court has consistently held that in accordance with the First Amendment citizens have a

right to criticize their government even if the criticism is not in good taste or factually accurate. Additionally, when a citizen chooses to run for elected office, whether at the local, state, or federal level, inherent in that decision is acknowledgment that in the course of discharging governmental responsibilities one's words and actions may be publicly criticized or condemned, and that the criticism or condemnation may be unfair, inaccurate, politically motivated, and harsh, and that the elected official does not have recourse to the same legal protections from defamation as a private person as long as the criticism pertains to government-related issues.

In the spirit of transparency, the Village government and Trustees promote and support a range of communication resources, such as online forums and email that allow and encourage Village citizens to post comments and exchange views on community issues and government actions. The Trustees and staff promote and support these resources with the understanding that citizens' postings may be technically inaccurate, misinformed, intentionally or unintentionally misleading, or politically motivated.

When such a posting occurs, it is understandable and reasonable for Trustees and staff to respond. However, responses should conform to the following guidelines.

**Village Staff:** Village staff may not respond without the approval of the Village Manager. The Village Manager must confer with the Village President before posting the response, or with the Village Vice President if the Village President is unavailable.

**Trustees:** As elected officials, Trustees may respond individually to such postings; however their responses should conform to the policy guidelines for Public Communication (Part I above). Additionally, Trustees should bear in mind that while the underlying goal of the Village's support for communication resources is to promote lively public discourse on a range of issues, a well-intentioned, factual or technical response by an elected official or staff member has the potential to have a chilling effect on such debates. As Board members we are expected to be more knowledgeable about local government issues, but our deeper knowledge does not entitle us to insert ourselves into every public discussion of local government. Trustees should be aware that an immediate response to any criticism published, whether in mainstream media (e.g., newspapers or television) or social media (e.g. online public forums or email), could be perceived as hypersensitivity, or as contrary to the spirit of open government.

As a general rule, restraint is preferable to an immediate response.

If a Trustee chooses to respond, the response should first be shared with other Board members out of respect for their positions as knowledgeable and responsible colleagues, and with the Village Manager to ensure technical and factual accuracy.

Adopted by the Village Trustees on 4/29/14

**Memorandum**

**To:** Board of Trustees; Evan Teich, Unified Manager

**Cc:** Greg Duggan, Deputy Manager; Susan McNamara-Hill, Clerk

**From:** Marguerite Ladd, Assistant Manager

**Re:** Village Board of Trustees motion and approve mailing ballots for November 02<sup>nd</sup>, 2021

**Date:** August 17, 2021

---

**Issue**

Mailing ballots for the Village vote on November 02<sup>nd</sup>, 2021

**Discussion**

The Trustees noted that they would like to mail ballots out for the November 02<sup>nd</sup> vote and not just hold voting at polls.

**Recommendation**

Staff recommends that the Village Board officially motion and approve that the November 02<sup>nd</sup> ballot be mailed to all active registered Essex Junction residents.

# **MEMORANDUM**

**TO:** Trustees; Evan Teich, Unified Manager  
**FROM:** Sarah Macy, Finance Director  
**DATE:** August 18, 2021  
**SUBJECT:** Establishing FY23 Budget Goals – Trustees

---

## **Issue**

The issue is to hold a discussion about FY23 budget goals for the Trustees.

## **Discussion**

Budget season FY23 is upon us!! In addition to an earlier start, thanks to the ease with which Questica budget allows for the next year's budget database to be prepared, the entire timeline has been moved up to create space for better communication of the budget with the public in advance of voting.

As noted in the upcoming meeting schedules included in all board packets, budget day for the Village is scheduled on November 4th and budget day for the Town is scheduled for November 9<sup>th</sup>. Budget packets will be delivered on October 22<sup>nd</sup> to prepare. My goal is to have completed all the board level work on budgets before the December holidays.

A critical part of budget process is receiving input from the boards on high level goals and priorities for the budget year. FY23 is from July 1, 2022 – June 30, 2023.

## **Cost**

No cost, discussion

## **Recommendation**

Please reflect and come prepared to discuss budget goals for FY23 at the following meetings:

Village Trustees Meeting August 24<sup>th</sup>



# MEMORANDUM



Date: August 18, 2021

---

To: Evan Teich and Village of Essex Junction Trustees

From: Lt. Robert Kissinger

Re: Public Nuisance Ordinance

Issue: Advising the Trustees on proposed public nuisance ordinance.

Discussion:

Changes made to the public nuisance ordinance as recommended by the Trustees on August 10<sup>th</sup>, 2021.

Recommended changes to the Public Nuisance ordinance from your current copy.

- Changed the formatting to coincide with the current ordinance code in the village, Chapter 6 sections 601-618.
- Municipality changed to Village of Essex Junction throughout the ordinance.
- Section 605 Excessive Noise changed to Excessive Sound. The word “noise” was replaced in this section with “sound”.
- The distance of 200 ft was removed from section 605 B(a)(vi). The language now reads
  - 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.
- Revised the Soliciting section, incorporated current soliciting ordinance language and update this section. The ultimate reason was done for simplification.
  - The following changes were made:
    - Section 608 soliciting general Provisions
    - Deleted Section 609 Soliciting - fee and term.
    - Deleted Section 610 Soliciting – exemptions.

- Deleted Section 611 Soliciting – Nonprofit Organizations.
- Deleted Section 612 Soliciting – Surrender of License.
- Section 609 Renamed Soliciting Regulations
  - Must obtain a permit from the Village Clerk.
  - Certain Criteria must be gathered at the time of obtaining a permit.
- Section 610 renamed Soliciting – Violations.
  - Describes the various violations of the permit.
  - The manner violations will be handled.
  - Revocation of permit
- Section 614 Open Fires
  - Changed language to reflect the restrictions currently imposed by the village.

Cost: Design and printing of permit, if needed.

Recommendation: Adopt changes and proceed with proposed public nuisance ordinance.

Chapter 6.11  
Public Nuisance

Sections:

<del>6.11.000</del> <del>601</del> Authority	Formatted: Strikethrough
<del>6.11.010</del> <del>602</del> Purpose	Formatted: Strikethrough
<del>6.11.020</del> <del>603</del> Definitions	Formatted: Strikethrough
<del>6.11.030</del> <del>604</del> Disorderly Conduct	Formatted: Strikethrough
<del>6.11.040</del> <del>605</del> Excessive Sound	Formatted: Strikethrough
<del>6.11.050</del> <del>606</del> Public Urination / Defecation	Formatted: Strikethrough
<del>6.11.060</del> <del>607</del> Public Nudity	Formatted: Strikethrough
<del>6.11.070</del> <del>608</del> Soliciting - <del>License Required</del> General Provisions	Formatted: Strikethrough
<del>6.11.080</del> <del>609</del> Soliciting - <del>Fee and Term</del> Regulations	Formatted: Strikethrough
<del>6.11.090</del> <del>610</del> Soliciting - Exemptions	Formatted: Strikethrough
<del>6.11.100</del> <del>611</del> Soliciting - Nonprofit Organizations	Formatted: Strikethrough
<del>6.11.110</del> <del>612</del> Soliciting - Surrendering of License	Formatted: Strikethrough
<del>6.11.120</del> <del>610</del> Soliciting - Violations	Formatted: Strikethrough
<del>6.11.130</del> <del>610</del> Begging, loitering, prowling	Formatted: Strikethrough
<del>6.11.140</del> <del>611</del> Aggressive panhandling prohibited	Formatted: Strikethrough
<del>6.11.150</del> <del>612</del> Defacing Buildings, Structures and signs	Formatted: Strikethrough
<del>6.11.160</del> <del>613</del> Alcohol	Formatted: Strikethrough
<del>6.11.170</del> <del>614</del> Open Fires	Formatted: Strikethrough
<del>6.11.180</del> <del>615</del> Fireworks	Formatted: Strikethrough
<del>6.11.190</del> <del>616</del> Enforcement	Formatted: Strikethrough
<del>6.11.200</del> <del>617</del> Violations - Penalties	Formatted: Strikethrough
<del>6.11.210</del> <del>618</del> Severability	Formatted: Strikethrough

~~6.11.009~~ **601 Authority.**

Formatted: Strikethrough

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

~~6.11.010~~ **602 Purpose.**

Formatted: Strikethrough

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~~ ~~Jctmunicipality~~ Village of Essex Junction.

~~6.11.020~~ **603 Definitions.**

Formatted: Strikethrough

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.

Formatted: Font: Bold, Underline

- 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 mean 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 or plastic 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 or plastic 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~~[municipality](#), such as Memorial Day or such events as sidewalk sales, parades, and street fairs which are officially authorized by the ~~city council~~[legislative body](#).
- 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~~[municipality](#)~~Village of Essex Junction~~.
- 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.

Y. **Sponsor:** Any individual, business or organization with which a solicitor or peddler is economically affiliated, in relation to soliciting, in an employer-employee, master-servant, independent contractor, agency, joint venture of similar arrangement

Z. **Standard working day:** means Monday through Friday, 8:00 a.m. to 5:00 p.m., except weekends and holidays.

AA. **Unreasonable Sound:** 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.

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.

**6.11.030 604 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.~~

A. No person in a public place shall behave in a rude or disorderly manner or use indecent, profane, or insulting language with the intent to annoy or disturb another person.

A. \_\_\_\_\_

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,sound~~, gesture, or other means, wantonly and designedly frighten a horse in a street or other public place.

Formatted: Indent: Left: 0.42", No bullets or numbering

Formatted: Font: Font color: Black

Formatted: Indent: Left: 0.42", No bullets or numbering

Formatted: Font: Font color: Black

Formatted: Indent: Left: 0.42", No bullets or numbering

Formatted: Font: Font color: Black

Formatted: Normal, No bullets or numbering

Formatted: Font color: Text 1

Formatted: Normal, Indent: Left: 0"

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Not Highlight

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

D. No person shall throw stones or other missiles in or upon a public street, common, or other ground belonging to the ~~town~~ municipality.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

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

~~6.11.040~~ ~~605~~ Excessive ~~Noise~~ ~~Sound~~

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Not Strikethrough

A. General Prohibition:

a. It shall be unlawful for any person to make or cause to be made, assist in making or continue any excessive or unreasonable loud ~~noise sound~~. ~~Noise~~ ~~Sound~~ shall be deemed unreasonable when it disturbs, injures, or endangers the comfort, peace or health of a person in the immediate vicinity of the ~~noise sound~~ disturbance. ~~Any such noise shall be considered to be a noise disturbance and a public nuisance.~~

Formatted: Strikethrough

Formatted: Not Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

b. ~~It shall be considered a noise sound disturbance and public nuisance provided the noise sound source is plainly audible from the receiving property line~~

Formatted: Indent: Hanging: 0.25"

Formatted: Strikethrough

Formatted: Strikethrough

B. Express Prohibitions:

a. The following acts, which enumerations shall not be deemed to be exclusive, are declared to be ~~noise sound~~ disturbances:

Formatted: Strikethrough

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-a)(i)~~, 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. Trash Removal. The removal of household and commercial trash by authorized commercial trash haulers utilizing mechanized conveyances within 500 feet from a residential property between the hours of 9:00 p.m. and 6:00 a.m.~~

v. Loudspeakers, amplifiers. 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.~~

~~vii. Defect in vehicle or operation of a vehicle. The operation of an automobile or motorcycle which creates squealing, squealing of tires, loud and unnecessary grating, grinding, exploding type, rattling or other noises sounds.~~

~~viii. Dogs, cats and other animals. The keeping of any other dog, cat or other animal which shall become a nuisance to another person in the vicinity where such dog, cat or other animal is kept, by frequent or continued barking, howling, yelping or screaming.~~

~~vi.~~

Formatted: Font:

Formatted: Indent: Left: 1.31", No bullets or numbering

Formatted: Not Highlight

Formatted: Strikethrough, Not Highlight

Formatted: Not Highlight

Formatted: Strikethrough, Not Highlight

Formatted: Not Highlight

Formatted: Indent: Left: 1.31", No bullets or numbering

### C. Prohibitions for Non-Residential Uses

~~c.~~

~~a. It shall be a violation of this section for anyone to create or allow the creation of noise sound not otherwise specified under under General Provisions, in excess of the following stated limits during the stated time periods for the noise generated on the properties being used for other than residential purposes.~~

~~b. Noise Sound -measurments shall be made at the propoerty line.~~

~~b.~~

~~c. This standard shall not apply to the unoccouped receiving properties~~

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Indent: Left: 0.63", Tab stops: 0.88", Left + Not at 0.94" + 1"

Formatted: Strikethrough

Formatted: Indent: Left: 0.63", Hanging: 0.25", Tab stops: 0.88", Left + Not at 1"

Formatted: Strikethrough

d. Sound level measurements shall be take with a sound level meter meeting the minimum Americam Standards Insitutite (ANSI) requiremts for Type I or Type II accuracy, and shall have a fast response setting.

e. Nothing in this section shall prevent the municipalities Village of Essex Junction from imposing additional noise sound control measures beyond that needed to reach the limits below.

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Indent: Left: 1", No bullets or numbering, Tab stops: Not at 0.75"

Formatted: Indent: Hanging: 0.38"

Formatted: Strikethrough

Formatted: Font: Not Bold, Not Strikethrough

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

	Receiving Premises				
	Residential	Sample Period (15 mins)		Instantaneous Maximum (db)	
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

Formatted Table

Formatted Table

D. Exemptions:

a. Noise Sound from the following sources shall be exempt from the prohibitions specified herein:

Formatted: Strikethrough

i. Any person or organization that has obtained a noise waiver from the municipality Village of Essex junction. (Champlain Valley Fair, parade, block parties, fireworks, etc..)

Formatted: Strikethrough

ii. 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.

Formatted: Indent: Left: 1.25", No bullets or numbering

iii. The repair and maintenance of ~~municipal~~ facilities of the Village of Essex Junction, services, or public utilities when such work must be accomplished outside of daytime hours.

Formatted: Strikethrough

iv. Any construction activity that has obtained approval from the municipality Village of Essex Junction to occur between the hours of 9:00 p.m. and 6:00 a.m. and that is deemed to be in the best interest of public health, safety, and welfare.

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Strikethrough

- ~~iii-v.~~ Equipment for maintenance of lawn and grounds during the hours of 6:00 a.m. to 9:00 p.m. (including but not limited to lawn mowers, hedge trimmers, weed trimmers, chain saws, snow blowers and leaf blowers) assuming they are properly muffled.
  - ~~iv-vi.~~ Snow removal equipment operated within the manufacturer's specifications and in proper operating condition.
  - ~~v-vii.~~ Musical, ~~recreational~~recreational, and athletic events conducted by and on the site of a school or educational institution or is sponsored by the ~~municipality~~ Village of Essex Junction, state or federal government.
  - ~~vi-viii.~~ Events and activities conducted by or permitted by the ~~Village / Town of Essex~~ municipality Village of Essex Junction. 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~~ sound control issues.
  - ~~vii-ix.~~ 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.
  - ~~viii-x.~~ ~~Noise Sound~~ associated with standard agricultural operations.
  - ~~ix-xi.~~ Sounds created by bell, carillons, or chimes associated with specific religious observances.
  - ~~x-xii.~~ The use of firearms when used for hunting in accordance with state Fish and Wildlife laws.
- E. It shall be a violation of this section, ~~6.11.040~~ for anyone to create or allow the creation of ~~noise~~ sound 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. Refer to Table A.
- a. ~~Noise Sound~~ measurements shall be made at the property line of the receiving premises.
  - b. Sampling will be conducted with a ~~sound level~~ instrument ~~used by~~ using sound measurement standards. (American National Standards Institute (ANSI))
- F. 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.

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

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

~~6.11-050~~ **606 Public Urination / Defecation**

Formatted: Strikethrough

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~~ **607 Public Nudity**

Formatted: Strikethrough

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

- a. Engage in sexual ~~intercourse;~~intercourse.
- b. Appear in a state of ~~nudity;~~nudity.
- c. Fondle his/her ~~genitals;~~genitals.
- d. Fondle the genitals of another ~~person;~~person.
- e. Fondle his/her ~~breasts;~~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~~ **608 Soliciting – License required** General Provisions

Formatted: Strikethrough

A. **Purposes:** To regulate the activities of solicitors and peddlers within the Village of Essex Junction for the protection of the public health, safety, welfare, and convenience, and to protect the residents of Essex Junction from unscrupulous, fraudulent and immoral business practices.

Formatted: Font: Bold

Formatted: Font: Font color: Black

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Font: Bold

Formatted: Font: Font color: Black

B. **Authority:** This ordinance is adopted pursuant to the authority conferred by Article I, Section 1.07 of the Village Charter.

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Font: Bold

C. **Exclusions :** This ordinance shall not be construed as impairing the rights conferred by 24 V.A. Section 2181. (Sale of Produce. Owners and renters of land shall have the right to vend or sell all products of such land without obtaining licenses from such towns).

Formatted

Formatted: Font: Font color: Black

Formatted: Font: Bold

Formatted: Font: Bold

**609 SOLICITING REGULATIONS:**

Formatted: Font color: Red

A. No solicitor shall conduct business without first obtaining a permit from the Essex Junction Village clerk.

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Font color: Red

a. The following information shall be gathered:

Formatted: Font color: Red

Formatted: Indent: Left: 0.5", No bullets or numbering

i. The full name, address and telephone of the group, business or organization.

Formatted: Indent: Left: 1.5", No bullets or numbering

Formatted: Font color: Red

ii. The full name, address and telephone of a contact person for the group, business or organization.

Formatted

Formatted: Font color: Red

Formatted: Font color: Red

- iii. The purpose of the solicitations to be conducted in the ~~municipality~~ Village of Essex Junction.
- iv. The description of services, food or merchandise being offered for sale.
- v. A list of the full names, contact information 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 municipality.
- vi. The license plate and description of the vehicle used in transporting persons who will be soliciting.

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Font color: Red

B. Persons acting on behalf of the group, business or organization qualifying under this subsection shall always during the solicitations wear identification clearly showing their affiliation with said group or organization.

Formatted: Font: Font color: Black

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Not Strikethrough

Formatted: Not Strikethrough

C. Noise. No solicitor or peddler shall shout, cry out, or use any sound-making device (including horns, bells, loudspeakers, sound amplifying systems) from the Village's streets, sidewalks, or other public property in a manner which unreasonably disturbs the peace or constitutes a public nuisance.

Formatted: Font: Font color: Black

Formatted: Indent: Left: 0.5", No bullets or numbering

D. Offensive Practices. No solicitor or peddler shall physically accost, restrain or otherwise interfere with the free movement of any individual during the course of the solicitor's or peddler's activities.

Formatted: Font: Font color: Black

Formatted: Indent: Left: 0.5", No bullets or numbering

E. Conduct on Private Property. No solicitor or peddler shall enter upon private property which contains a sign or other notice that soliciting is prohibited. Solicitors and peddlers shall promptly depart from private property upon the request of the owner or resident thereof.

Formatted: Font: Font color: Black

Formatted: Indent: Left: 0.5", No bullets or numbering

F. Hours: No solicitor or peddler shall solicit between the hours of 9 PM and 7 AM.

Formatted: Font: Font color: Black

Formatted: Indent: Left: 0.5", No bullets or numbering

A.G. ~~These are special licenses and are required in addition to any other town/municipal Village of Essex Junction~~ business license the applicant may hold or may be required to hold.

Formatted: Font: Font color: Black

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Strikethrough

B.D. ~~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.~~

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

~~C.E. Each individual solicitor or mobile vendor shall obtain a solicitor/mobile vendor license, and 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.F. Application for a solicitor/mobile vendor license must be made at least thirty (30) working days before the license may be issued.~~

~~E.G. 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/municipal 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.H. The townmunicipal Village of Essex Junction 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 townmunicipal 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.I. The townmunicipal Village of Essex Junction 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 townmunicipal 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 license governed by this chapter.~~

~~I.J. 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.~~

Formatted: Strikethrough

#### **6.11.080-609 Soliciting - Fee and term**

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

**6.11.090 ~~610~~ — 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~~ 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 ~~611~~ — Soliciting — Nonprofit registration**

Formatted: Strikethrough

- 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~~ municipal Village of Essex Junction 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~~ A certificate of nonprofit status as defined ~~good standing, in accordance with~~ 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~~ municipality ~~Village of Essex Junction;~~
  - 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~~ municipality. 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 license governed by this chapter.

~~D. The Village/Townmunicipal Village of Essex Junction 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.~~

#### **6.11.110 612 — Soliciting — Surrendering of license**

A. Licensees shall surrender solicitor/mobile vendor licenses to the Village/Town Clerks Office~~municipal clerk's office~~ upon their expiration.

#### **6.11.120 610 — Soliciting – Violations**

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

~~a. Failure to obtain a permit.~~

~~a.b. Parking regulations as contained Chapter 7-20;8.~~

~~b.c. Shall not, by causing a congregation of people, obstruct the passage along any sidewalk, street, alley or parking lot by causing a congregation of people, nor, annoy, injure or endanger the public safety, health, or comfort, ~~or;~~ nor unreasonably ~~disturbs~~disturb the ~~peace;~~peace.~~

~~c.d. Shall not sell on the street side of the vehicle or conveyance;conveyance.~~

~~d.e. Shall comply will all clauses and regulations of State of Vermont Department of Health regarding food handling;handling.~~

~~e.f. Shall not misrepresent facts to the Village/Townmunicipal license officerVillage Clerk ./ Police Department or to the public;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;county.~~

~~h. Shall not shout, cry out, or use sound making devices (including horns, whistles, bells, loud speakers;loudspeakers sound amplification systems););~~

~~i. Shall not physically accost, restrain or otherwise interfere with the free movement of any individual;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.~~

~~j. and~~

~~k. Shall comply with all requirements enumerated in this chapter;~~

B. Violations will be issued in a manner described in 617 of this chapter

~~k.~~

Formatted: Not Highlight

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Font: (Default) +Body (Calibri), 11 pt

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Indent: Left: 1", No bullets or numbering



C. ~~Violations will be cause for the Village clerk to revoke the permit and privileges to surrendering of licensesolicit.~~

B.—

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

Formatted

### ~~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.~~

Formatted: Not Strikethrough

Formatted: Not Strikethrough

Formatted: Not Strikethrough

**Commented [RGH1]:** These ordinances are questionable as to whether they are lawful under the Constitution. They have been challenged by the ACLU.

### ~~6.11.140~~ **611 Aggressive panhandling prohibited.**

A. The ~~Village/ Town of Essexmunicipality~~Village of Essex Junction finds that aggressive begging, panhandling, or solicitation negatively affects the following significant governmental interests: set forth herein. 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;~~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.

Formatted: Not Strikethrough

Formatted: Strikethrough

### ~~6.11.150~~ **612 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 or any sign or signal without having authority from the owner or authorized agent.

Formatted: Strikethrough

*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~~ **613 Alcohol.**

Formatted: Strikethrough

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

Formatted: Font: Bold, No underline

~~(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 municipality.~~

- 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 municipality~~ Village of Essex Junction.
- D. Violations of this section are punishable by the penalties listed ~~below, below,~~ ~~However,~~ the penalty shall be waived upon the successful completion of a restorative or reparative justice program through the Community Justice Center.

Formatted: No underline

Formatted: No underline

Formatted: No underline

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

~~6.11.170~~ **614 Open Fires**

Formatted: Strikethrough

- 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 municipality~~ Village of Essex Junction.
- 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.~~

Formatted: Strikethrough

Formatted: Strikethrough

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*~~

~~**6.11.180 615 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.*~~

~~**6.11.190 616-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.

~~**6.11.200 617 Violations – Penalties:**~~

- A. Any person in violation of any provisions of this chapter shall be considered a 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

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

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~~ \$800.00.*

Formatted: Strikethrough

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~~ \$800.00.*

Formatted: Strikethrough

Formatted: Not Strikethrough

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 Manager or their 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~~ **618 Severability**

Formatted: Strikethrough

- 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 ~~statue~~ statute referred to in this ordinance shall be amended this ordinance shall be deemed to refer to such statute as amended.

## Chapter 6

### Public Nuisance

#### Sections:

- 601 Authority
- 602 Purpose
- 603 Definitions
- 604 Disorderly Conduct
- 605 Excessive Sound
- 606 Public Urination / Defecation
- 607 Public Nudity
- 608 Soliciting – General Provisions
- 609 Soliciting - Regulations
- 610 Soliciting – Violations
- 611 Aggressive panhandling prohibited
- 612 Defacing Buildings, Structures and signs
- 613 Alcohol
- 614 Open Fires
- 615 Fireworks
- 616 Enforcement
- 617 Violations – Penalties
- 618 Severability

### 601 Authority.

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

### 602 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 Village of Essex Junction.

### 603 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 mean 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 or plastic 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 or plastic 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 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 municipality, such as Memorial Day or such events as sidewalk sales, parades, and street fairs which are officially authorized by the legislative body.
- 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 Village of Essex Junction.
- 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 or Peddler**: 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 **Sound** that is crossing one (1) or more property lines and impacting the receiving property.
- Y. **Sponsor:** Any individual, business or organization with which a solicitor or peddler is economically affiliated, in relation to soliciting, in an employer-employee, master-servant, independent contractor, agency, joint venture of similar arrangement.
- Z. **Standard working day:** means Monday through Friday, 8:00 a.m. to 5:00 p.m., except weekends and holidays.
- AA. **Unreasonable Sound:** 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.

#### **604 Disorderly Conduct:**

- A. No person in a public place shall behave in a rude or disorderly manner or use indecent, profane, or insulting language with the intent to annoy or disturb 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 sound, 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 municipality.

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

#### **605 Excessive Sound**

- A. General Prohibition:
- a. It shall be unlawful for any person to make or cause to be made, assist in making or continue any excessive or unreasonable loud sound. Sound shall be deemed unreasonable when it disturbs, injures, or endangers the comfort, peace or health of a person in the immediate vicinity of the sound disturbance.
- b. It shall be considered a sound disturbance and public nuisance provided the sound source is plainly audible from the receiving property line
- B. Express Prohibitions:

- c. The following acts, which enumerations shall not be deemed to be exclusive, are declared to be sound 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 (a)(i), 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, amplifiers. 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 between the hours of 9:00 PM. and 6:00 A.M is prohibited.

- vii. Defect in vehicle or operation of a vehicle. The operation of an automobile or motorcycle which creates squealing, squealing of tires, loud and unnecessary grating, grinding, exploding type, rattling or other sounds.
- viii. Dogs, cats and other animals. The keeping of any other dog, cat or other animal which shall become a nuisance to another person in the vicinity where such dog, cat or other animal is kept, by frequent or continued barking, howling, yelping or screaming.

C. Prohibitions for Non-Residential Uses

- a. It shall be a violation of this section for anyone to create or allow the creation of sound not otherwise specified under under General Provisions, in excess of the following stated limits during the stated time periods for the noise generated on the properties being used for other than residential purposes.
- b. Sound measurements shall be made at the property line.
- c. This standard shall not apply to the unoccupied receiving properties
- d. Sound level measurements shall be take with a sound level meter meeting the minimum American Standards Insitutite (ANSI) requiremts for Type I or Type II accurancy, and shall have a fast response setting.
- e. Nothing in this section shall prevent the Village of Essex Junction from imposing additional sound control measures beyond that needed to reach the limits below.

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

	Receiving Premises				
	Residential	Sample Period (15 mins)		Instantaneous Maximum (db)	
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

D. Exemptions:

- a. Sound from the following sources shall be exempt from the prohibitions specified herein:
  - i. Any person or organization that has obtained a sound waiver from the Village of Essex Junction. (Champlain Valley Fair, parade, block parties, fireworks, etc.)

- ii. 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.
  - iii. The repair and maintenance of facilities within the Village of Essex Junction, services, or public utilities when such work must be accomplished outside of daytime hours.
  - iv. Any construction activity that has obtained approval from the Village of Essex Junction to occur between the hours of 9:00 p.m. and 6:00 a.m. and that is deemed to be in the best interest of public health, safety, and welfare.
  - v. Equipment for maintenance of lawn and grounds during the hours of 6:00 a.m. to 9:00 p.m. (including but not limited to lawn mowers, hedge trimmers, weed trimmers, chain saws, snow blowers and leaf blowers) assuming they are properly muffled.
  - vi. Snow removal equipment operated within the manufacturer's specifications and in proper operating condition.
  - vii. Musical, recreational, and athletic events conducted by and on the site of a school or educational institution or is sponsored by the Village of Essex Junction, state or federal government.
  - viii. Events and activities conducted by or permitted by the Village of Essex Junction. 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 sound control issues.
  - ix. 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.
  - x. Sound associated with standard agricultural operations.
  - xi. Sounds created by bell, carillons, or chimes associated with specific religious observances.
  - xii. The use of firearms when used for hunting in accordance with state Fish and Wildlife laws.
- E. It shall be a violation of this section for anyone to create or allow the creation of sound 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. Refer to Table A.
- a. Sound measurements shall be made at the property line of the receiving premises.

- b. Sampling will be conducted with a sound level instrument using sound measurement standards. (American National Standards Institute (ANSI))
- F. 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.*

#### **606 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.

#### **607 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.*

#### **608 Soliciting General Provisions**

- A. **Purposes:** To regulate the activities of solicitors and peddlers within the Village of Essex Junction for the protection of the public health, safety, welfare, and convenience, and to protect the residents of Essex Junction from unscrupulous, fraudulent, and immoral business practices.
- B. **Authority:** This ordinance is adopted pursuant to the authority conferred by Article I, Section 1.07 of the Village Charter.
- C. **Exclusions:** This ordinance shall not be construed as impairing the rights conferred by 24 V.A. Section 2181. (Sale of Produce. Owners and renters of land shall have the right to vend or sell all products of such land without obtaining licenses from such towns).

### **609 Soliciting - Regulations:**

- A. No solicitor shall conduct business without first obtaining a permit from the Essex Junction Village clerk.
  - a. The following information shall be gathered:
    - i. The full name, address, and telephone of the group, business or organization.
    - ii. The full name, address, and telephone of a contact person for the group, business or organization.
    - iii. The purpose of the solicitations to be conducted in the Village of Essex Junction.
    - iv. The description of services, food or merchandise being offered for sale.
    - v. A list of the full names, contact information 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 Village of Essex Junction.
    - vi. The license plate and description of the vehicle used in transporting persons who will be soliciting.
- B. Persons acting on behalf of the group, business or organization qualifying under this subsection shall always during the solicitations wear identification clearly showing their affiliation with said group or organization.
- C. Noise. No solicitor or peddler shall shout, cry out, or use any sound-making device (including horns, bells, loudspeakers, sound amplifying systems) from the Village's streets, sidewalks, or other public property in a manner which unreasonably disturbs the peace or constitutes a public nuisance.
- D. Offensive Practices. No solicitor or peddler shall physically accost, restrain or otherwise interfere with the free movement of any individual during the course of the solicitor's or peddler's activities.
- E. Conduct on Private Property. No solicitor or peddler shall enter upon private property which contains a sign or other notice that soliciting is prohibited. Solicitors and peddlers shall promptly depart from private property upon the request of the owner or resident thereof.
- F. Hours: No solicitor or peddler shall solicit between the hours of 9 PM and 7 AM.

### **610 Soliciting – Violations**

- A. Failure to comply with any of the above requirements, or the following, shall be a violation of this chapter:
  - a. Failure to obtain a permit.
  - b. Parking regulations as contained Chapter 8.
  - c. Shall not, by causing a congregation of people, obstruct the passage along any sidewalk, street, alley or parking lot, annoy, injure or endanger the public safety, health, or comfort; nor unreasonably disturb the peace.
  - d. Shall not sell on the street side of the vehicle or conveyance.

- e. Shall comply will all clauses and regulations of State of Vermont Department of Health regarding food handling.
  - f. Shall not misrepresent facts to the Village Clerk / Police Department or to the public.
  - 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, loudspeakers 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 issued in a manner described in 617 of this chapter
- C. Violations may be cause for the Village clerk to revoke the permit and privileges to solicit.

**611 Aggressive panhandling prohibited.**

- A. The Village of Essex Junction finds that aggressive begging, panhandling, or solicitation negatively affects the following significant governmental interests set forth herein. 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.
  - f. Provision and maintenance of a safe, aesthetically attractive environment in areas designed to attract tourist revenue.

**612 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 or any sign or signal 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.*

**613 Alcohol.**

- 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 Village of Essex Junction.
- 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)*

**614 Open Fires**

- A. Burning materials brush, grass, natural unpainted, unstained, untreated dimension lumber and wood products is not allowed in the Village of Essex Junction.
- 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. Cooking or outdoor fireplaces are allowed with proper fuels to include charcoal, firewood, liquid propane (LP) or natural gas.
- D. 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.

**615 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.*



**616 Enforcement:**

- A. This is a civil ordinance and shall be enforced in accordance with 24 V.S.A. § 1974a et seq. and 1977.

**617 Violations – Penalties:**

- A. Any person in violation of any provisions of this chapter shall be considered a 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 \$800.00*

- 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 \$800.00.*

- c. Fire Department expenses

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

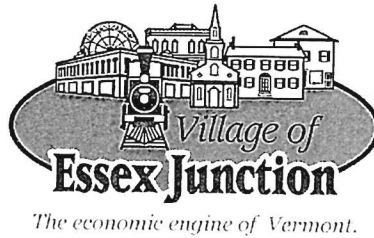
- B. In addition to the enforcement procedures available before the Judicial Bureau, the Manager or their designee is authorized to commence a civil action to obtain injunctive and other appropriate relief, or to pursue any other remedy authorized by law.

**618 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



Community Development Department

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

Office: (802) 878-6950  
Fax: (802) 878-6946

## **MEMORANDUM**

**TO:** Evan Teich, Unified Manager, Trustees  
**FROM:** Robin Pierce, Community Development Director  
**DATE:** August 24, 2021  
**SUBJECT:** CVE Sound Agreement and waivers.

### **Issue**

The issue is whether the Trustees wish to know about waivers requested by CVE as part of their Annual Permit required through the Sound Agreement with the Village.

### **Discussion**

Each year CVE provide the Village with an Annual Permit Application stating the dates and times of events for the coming season. As part of the Permit CVE selects which category from the three in the Sound Agreement with the Village the event will fall in to. The Sound Agreement has three category of Sound Waivers; A B and C. with C being the one that potentially has the loudest sound impact. C sound category events must have regional or community worth. Time is provided for public comment on this category of sound waivers prior to approval.

The vast majority of CVE sound waivers are in the B category, see attached. Each event must have a professional company in attendance that monitors the sound for compliance with the Sound Agreement. During the event the sound monitor is in contact with CVE Staff and will inform then when the sound generated by the event is close to permitted limits. At this point CVE ask the event organizer to limit the sound.

After each event the Village receives a Report on the sound monitoring with a definitive, 'the event did or did not' exceed the sound limits set for the event. There are fines associated with exceeding the sound levels in the category selected for an event. The fines range from \$100 to \$5,000 depending on the level of violation.

Each year CVE invites people to a meeting to discuss the coming events. CVE tells me that this year their mailing list included about 90 invitees, they had about 25 attendees. No one mentioned concerts. Attendees did comment on the Wolfsgart event.

### **Recommendation**

This is an informational memo.

Champlain Valley Exposition Events for Village of Essex Junction									
List of Waivers requested from Town Manger For Monitored Events									
Date	Event	Level of Waiver Requested	A	B	C	Expected Start	Expected Finish		
6/10/2021	Essex Tech Center Graduation			X		6:30 PM	8:30 PM		
6/11/2021	CVU Graduation			X		3:00 PM	5:00 PM		
6/12/2021	South Burlington Graduation			X		1:30 PM	3:30 PM		
6/12/2021	Essex Graduation			X		5:00 PM	7:00 PM		
7/4/2021	Essex Jct. 4th of July			X		6:00 PM	10:30 PM		
7/28/2021	Concert: Nathaniel Rateliff			X		6:00 PM	11:00 PM		
8/3/2021	Concert: Billy Strings			x		6:00 PM	11:00 PM		
8/6/2021	Concert: Twiddle			x		6:00 PM	11:00 PM		
8/7/2021	Concert: Twiddle			x		6:00 PM	11:00 PM		
8/8/2021	Concert: Modest Moust			x		6:00 PM	11:00 PM		
8/27/2021	Concert: Michael Jackson and Abba Tributes			X		7:00 PM	11:30 PM		
8/28/2021	Freestyle Motocross			X		7:00 PM	9:30 PM		
8/29/2021	Monster Trucks			X		2:00 PM	7:00 PM		
8/30/2021	Concert: Elton John Tribute			X		7:00pm	11:30pm		
8/31/2021	Concert: Dave Matthews Band Tribute			X		7:00pm	11:30pm		
9/1/2021	Figure 8 Racing			X		6:30pm	11:30pm		
9/2/2021	Demo Derby			X		7:00pm	11:30pm		
9/3/2021	Concert: 40th Army Band			X		7:00pm	11:30pm		
9/4/2021	Concert: Poison, Def Leppard, and Bon Jovi Tributes			X		7:00pm	11:30pm		
9/5/2021	Concert: Jason Aldean, Kenny Chesney and Luke Bryant Tributes			X		7:00pm	11:30pm		
10/2/2021	Concert: Primus			X		6:00 PM	11:00 PM		

Total Number of Waivers Requested

21

**Memo**

**To:** Village Trustees

**From:** Brad Luck, Director

**Date:** August 18, 2021

**Re:** Bus Bid Award

EJRP recently put out an RFP for bids on a new 42-48 passenger bus.

We received three bids.

2023	Dattco	47-passenger	\$76,005	Delivery 6-months	Gas
2023	Blue Bird	47-passenger	\$82,783	Delivery 3-6 months	Diesel
2016	Creative Bus	48-passenger	\$92,780	Delivery 4-6 weeks	Gas

We are purchasing a bus in order to transport kindergarteners from Essex Elementary School (EES) each day at dismissal to Maple Street Park for Rec Kids after school care, due to a significant waitlist at EES. We were able to provide after school care to 27 additional children. That service starts on the first day of school, Wednesday, August 25. Canceling or changing that plan, in our eyes, is basically not an option. It would leave 27 families without after school care. The annual revenue for this additional site is more than \$76K.

There are three underlying issues that are driving our recommendation:

1. We have not been able to find a bus on a lot anywhere that meets our specifications and is available for purchase. The exception is the 2016 bus listed above for sale by Creative Bus Sales. It is a new bus that has not been used and is sitting in a lot in Texas. All other buses are built to order upon receipt of a purchase order. As you can see, the earliest possible new build is 3-6 months out. That even came with the caveat that "Flexibility with regard to delivery lead-time is appreciated."
2. We have been unable to find a viable interim solution for daily transport to wait for a 3-6 month delivery. Mountain Transit cannot provide the service. Even if they could, it would have been \$150 per day - \$750 per week. At 3-months, the cost would be \$9,750, and 6-months \$18,000. We have brainstormed many options from using our small buses to senior vans, to coach buses, and more. We currently have an added layer of complication with staffing shortages. Until today, we had three full-time, year-round \$40K positions with benefits, that have been listed since July 16 with zero applicants. One of our current employees reached out to a friend who e-mailed us today, we interviewed today, and hired. We still have two more after school site coordinator positions to fill. Until those are filled, our licensed childcare assistant directors will be filling in (their actual job is to oversee and support three site coordinators each). It leaves us with no wiggle room for extra drivers, extra runs, or fill-in abilities.

3. We have the ability to get the bus here sooner than 4-6 weeks by hiring drivers ourselves. If we can arrange paperwork, we could have the bus as early as sometime the week of 9/30. The actual bus cost is \$87,030. Delivery was \$5,750. We will use some of that delivery money to get it here ourselves.

We were budgeting \$17,000 per year for the next five years to pay off the bus, which is \$85,000. The bus is only \$2,030 over that amount over five years, plus the cost of picking it up. The total amount will be \$1200-\$1500 more per year than anticipated and will be able to be covered in the budget. The bus is paid for out of the Program Fund, not the General Fund.

We recognize that we are recommending the highest bid and a bus with a build date 7 years earlier than the others, however it is still a brand new bus that has not been driven and been stored in a warm climate. The lack of available buses, lack of viable interim solutions, lack of staff, and nearly immediate availability of the Creative Bus Sales bid makes it the best bid for us at this time.

We are trying to negotiate with them a better price, but are asking for approval of the full bid amount in the event that we are unsuccessful so that we can proceed with the purchase and get the bus here.

**Recommendation:**

We accept the Creative Bus Sales bid of up to \$87,030 (without delivery fees).

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53

**VILLAGE OF ESSEX JUNCTION  
BOARD OF TRUSTEES  
MINUTES OF MEETING  
August 10, 2021**

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

**ADMINISTRATION:** Evan Teich, Unified Manager; Ron Hoague, Chief of Police; Robert Kissinger, Lieutenant; Marguerite Ladd, Assistant Manager; Brad Luck, Director of Essex Junction Parks & Recreation; Robin Pierce, Community Development Director

**OTHERS PRESENT:** Andy Champagne, Annie Cooper, Micah Hagan, Timothy Miller, Gabrielle Smith, Irene Wrenner

1. **CALL TO ORDER**

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

2. **AGENDA ADDITIONS/CHANGES**

None at this time.

3. **APPROVE AGENDA**

Because the agenda was not modified, approval was not needed.

4. **PUBLIC TO BE HEARD**

a. Comments from public on items not on the agenda

Andy Champagne asked about the health benefits for a Town public safety employees and how good they are. Mr. Brown replied that the Fire Department is paid on-call volunteers and do not receive benefits, that Essex Rescue is a separate non-profit with separate benefits, and that the Town and Village Police have different benefits. Mr. Teich added that the paid portion of benefits varies depending on the union, but that employees receive health and dental benefits, paid vacation, and a contribution to a 401k or are part of the state pension system. Mr. Champagne said that it could help with recruitment for first responder services if the Village could offer them some form of benefits, given the Covid-19 pandemic. Mr. Teich said that the Village will look into whether any ARPA funds could be used for some of this.

Gabrielle Smith said that over 90 Town of Essex residents submitted a letter to the Selectboard expressing support for sharing of police services between the Town and the Village, if the Village separates. She noted that the letter will be an agenda item on the Selectboard's next meeting.

Irene Wrenner spoke about the priority list that the Trustees submitted to the Town Selectboard -- that in terms of priority #9, she cannot think of any Town services that don't serve Village residents, noting that the Town's Fire Department responds to mutual aid in the Village. She recommended that this statement be corrected in the revised set of priorities. Mr. Brown noted that by the same argument, Town outside the Village residents also benefit from Village services.

Annie Cooper applauded the work done by the Village on the independence initiative thus far.

Timothy Miller noted that the Town Fire Department doesn't necessarily serve the Village, saying that the Village has mutual aid agreements with Williston, Underhill, Colchester, and St. Michael's, and not just with the Town.

5. **BUSINESS ITEMS**

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

Mr. Luck briefly noted the topics for discussion during the work session, which include: reviewing the intergovernmental committees list, having an initial said conversation about what kind of educational materials should be developed and the timing for distribution to residents, reviewing information about Village Center and Neighborhood Development Area Designations, reviewing minor charter additions and changes, discussing City police services, local options tax, retail cannabis, and reviewing the FAQs from Our Village Our Voices.

Mr. Luck provided an update from the last conversation on intergovernmental lists, noting the estimated budget figures using the FY2022 budget, and provided a summary of the committees and commissions that were discussed at the prior meeting.

Mr. Luck then began a discussion of educational materials for the community and timing of distribution. He said that there was the report from 1996 that was included in the packet as an example of materials, as well as the Greater Essex 2020 document. Mr. Brown said that a succinct brochure with high level financial figures and key dates, as well as a link to more detailed website information, may be more helpful than lengthy documents. Ms. Thibeault agreed, adding that she would like to see the 1996 study on the independence website. Mr. Tyler noted that others are independently working on putting facts together and that having both a shorter and longer version of materials may be the best option. He asked how soon prior to a vote any kind of materials should be sent to voters. He said that the Trustees should be focusing on a shorter pamphlet with graphics as the main priority. Mr. Kerin said that a cohesive and consistent message to the community is important.

Mr. Tyler asked whether staff has a sense of the level of interest, knowledge, and enthusiasm for this initiative on the part of Village residents. Mr. Chawla said that there is enthusiasm among residents that are typically involved in Village current events but expressed doubt that the less-engaged residents have much of an opinion or knowledge so far. He said that it will be extremely helpful to focus on communicating about the bottom line and whether it will save residents money. Ms. Thibeault noted that residents who are moving into the Village may not be as informed. Mr. Kerin emphasized the importance of communicating a succinct message and set of facts.

The Trustees spoke about the specific types of information that could be put together and shared. Mr. Brown suggested some of the elements of the separation analysis from the 1990s, such as the status quo and the vote history of merger and separation, as well as an assets list of the Village, staff's financial analysis on separation, and Town/Village departmental expenditures and how they would change if separation happens, and an FAQ. Mr. Kerin said that more ways of visually communicating this information would be helpful.

The Trustees spoke about the timing of the distribution of materials. Mr. Brown said that it should line up with the timeline for voting. Mr. Luck said that ballots should go out by October 8, and suggested that at the Trustees' September 28 meeting, communication content should be finalized. He said that he will work with staff on printing and mailing materials. Mr. Chawla noted that Our Village Our Voices is also planning on conducting mass outreach, and that the Village should coordinate with them on that.

Mr. Luck then spoke about the Essex Junction Village Center and Neighborhood Development Area designations. Mr. Tyler said that these two designations are extremely valuable in terms of thoughtful redevelopment, and that the Village would like to transfer these designations if a new municipal entity is formed. He said that the Village has been advised to draft a letter to the State's Agency of Commerce and Community Development (ACCD) Downtown Development Board requesting this



104 transfer. He said that there is an expanded set of benefits to becoming a designated downtown and  
105 that State funding available to assist municipalities in setting up a designated downtown and  
106 associated boards. Ms. Thibeault asked about the timing of downtown designation and Mr. Tyler said  
107 that the Village would likely have to wait until it is separated from the Town to receive that designation.  
108 Mr. Pierce said that it would be better to apply for that designation after separation occurs.  
109

110 Mr. Luck noted several suggested charter additions and changes. One of them was to have the City  
111 Clerk appointed annually by the Manager with Council approval. The next was around the Village  
112 Center and Neighborhood Development Areas maintaining their State designations. The final was  
113 around clarifying agenda-setting for City Council. Mr. Brown said it would be helpful to clarify, but that  
114 it may be more appropriate to clarify that in a policy, rather than the charter.  
115

116 Mr. Luck then began a discussion about City Police services, noting that the Trustees had previously  
117 discussed a back-up plan, should sharing Police services with the Town not be feasible. He  
118 summarized a draft letter to other municipalities asking whether they would be interested in providing  
119 Police services to the City of Essex Junction. Mr. Brown said that although sharing Police services  
120 with the Town is the strongly preferred option, having this alternate plan available is also prudent. Mr.  
121 Tyler said that any conversation around sharing Police services with other municipalities will likely be  
122 lengthy and may not be resolved by the time of the separation vote. Mr. Kerin noted that conversations  
123 with the Vermont State Police or Chittenden County Sheriff's Office could take less time. The Trustees  
124 had no edits to the letter and agreed that it could be sent out to municipalities at this time. Mr. Luck  
125 also discussed a second alternative, which would be to put out an RFP for a feasibility assessment  
126 around forming a City of Essex Junction Police Department. Mr. Brown said that he didn't see the  
127 harm in doing so, unless it was too burdensome on staff. Mr. Kerin expressed concern that this second  
128 alternative would be cost-prohibitive and burdensome on staff, as well as conflict with the separation  
129 timeline. Mr. Tyler said that discussions with the Selectboard look to be on track, but that having  
130 alternatives is prudent.  
131

132 The Trustees then discussed the local option tax timeline and feasibility. Mr. Luck said that he has  
133 reached out to the Tax Department but hasn't heard back yet. He said that one difficulty is determining  
134 whether a business is part of the City or the Town, and whether taxes can be taxed and appropriated  
135 correctly. He said that a next step could be developing contract terms between the Town and City on  
136 this. Mr. Brown spoke in favor of having a local options tax option available for voter consideration in  
137 April 2022. Ms. Thibeault and Mr. Chawla agreed. Mr. Chawla asked whether the Village would have  
138 its own opportunity to vote on retail cannabis, should it be separate from the Town. Mr. Pierce noted  
139 that the cannabis decision will be opt-in, and that a statewide Cannabis Control Board (CCB) will be  
140 formed separately from municipalities' Local Control Commissions. He said that most decisions other  
141 than in planning and zoning around cannabis will be decided by the CCB. Mr. Luck said he would  
142 reach out to the state about whether the Village (City) would have its own vote on cannabis retail or  
143 whether the Town would decide.  
144

145 The Trustees reviewed the draft FAQs from Our Village Our Voices, which include both a set of FAQs  
146 for residents and a set for businesses. Mr. Brown noted that mail-in voting will still be permitted, and  
147 language should be adjusted in the FAQs pertaining to that. Mr. Tyler asked how the FAQs will be  
148 used. Ms. Smith replied that they will be posted online, given their length.  
149

150 **b. Discussion with Police Chief about incident on Pearl Street**

151 Mr. Brown asked what the Police Department is doing to ensure that this type of incident doesn't occur  
152 again. Chief Hoague replied that since the last press release on the incident, the department has  
153 reassigned the case to another supervisor who investigated and conducted interviews and submitted

154 their findings to the State's Attorney Office. He added that Mr. William's motorcycle was returned to  
155 him the weekend following the incident. He noted that he has met with Tabitha Moore to evaluate the  
156 incident and how improvements can be made in future, and that the department has started working  
157 on a training program for officers to think beyond probable cause when making determinations about  
158 incidents. He additionally noted the potential to conduct a class for citizens on the criminal justice  
159 process.

160  
161 Mr. Brown asked how the Trustees can help the Police Department and community in situations such  
162 as this. Chief Hoague replied that the Trustees are citizens and that the Police Department would take  
163 its advice and feedback on policies as seriously as that of any other citizen. Mr. Chawla and Mr. Kerin  
164 expressed appreciation for the Police Department's openness and willingness to engage with the  
165 community and improve. Chief Hoague said that some of these improvements are the direct result of  
166 trust-building and input from the racial justice task force that has been meeting for the last 8 months.  
167

168 **c. Discussion of Draft Public Nuisance Ordinance including Trash Hauling**

169 Mr. Brown provided background on the draft Public Nuisance Ordinance. Lieutenant Kissinger noted  
170 that many ordinances are outdated and that this draft would include language for someone to take civil  
171 action against another person who is causing a disturbance.  
172

173 Mr. Brown asked about references to the Town of Essex within the draft ordinance. Lieutenant  
174 Kissinger replied that references to the Village and Town would be replaced with the word  
175 "municipality." Mr. Brown also asked that "noise" be replaced with "sound", and that gender-specific  
176 language be removed and broadened.  
177

178 Mr. Brown asked how this ordinance would be enforced. Lieutenant Kissinger replied that it will be  
179 difficult to measure decibels for mufflers for loud vehicles. He noted a current ordinance that doesn't  
180 reference decibels, which could be used for this purpose. He said that the decibel reading language is  
181 to provide an objective way to measure sound and determine sound violations. Mr. Brown asked  
182 whether it would be possible to use technology to enforce some of the noise and traffic violations that  
183 occur. Lieutenant Kissinger replied that there is technology available for running stoplights, but it has  
184 been cost-prohibitive in the past. He said he would follow up and obtain updated pricing information.  
185 He said it would also be difficult to link those automatically generated tickets to drivers, if the drivers  
186 are not the owner of the vehicle. Mr. Kerin pointed out that this applies to bicycles as well as vehicles.  
187

188 Chief Hoague noted that this draft ordinance is based on an ordinance from Williston and that it is  
189 intended to provide officers with an objective way of determining whether public nuisances are  
190 occurring when responding to complaints. He also noted concerns that the original ordinance's  
191 disorderly conduct section may have had some First Amendment issues and has since been updated  
192 to maintain constitutionality.  
193

194 Mr. Chawla noted that some areas of the ordinance note 6:00 AM as the beginning permissible time  
195 for some noises and others note 7:00 AM and asked that these be made consistent throughout the  
196 ordinance, suggesting that all be changed to 7:00 AM. He also said that the 200-foot distance  
197 requirement seems arbitrary. Lieutenant Kissinger said that Williston's ordinance notes a 500-foot  
198 distance requirement. Mr. Brown suggested looking at decibel measurements at different distances in  
199 order to set the sound buffer distance requirement. Mr. Chawla questioned whether to have a distance  
200 requirement specified at all. Chief Hoague said it would make sense to remove distance requirements  
201 from the ordinance, as having officers measure distance would increase administrative burden.  
202

Mr. Brown noted that the draft should incorporate edits discussed tonight and be brought forward to the Trustees at its next meeting for review and approval.

**d. Consider making Bike Walk Advisory Committee a 7-member committee**

Mr. Hagan noted that the Bike Walk Advisory Committee has been an 8-member committee to date, and that the difficulty in filling all positions combined with the potential for tied votes with an even-numbered committee has prompted them to propose that the Committee be reduced to 7 members.

**GEORGE TYLER made a motion, and DAN KERIN seconded, that the Trustees change the Bike/Walk Advisory Committee to become a 7-member board. The motion passed 5-0.**

**e. \*Discussion of a legal matter**

**RAJ CHAWLA made a motion, and DAN KERIN seconded, that the Trustees authorize staff to file a legal appeal to the NBDS permit issue to the Essex Junction Wastewater Facility on July 22, 2021. The motion passed 5-0.**

**6. CONSENT ITEMS**

- a. Consider a purchasing policy waiver and issue professional engineering services for Brickyard Rd culvert crossing
- b. Consider approval of letter to State of Vermont Agency of Commerce and Community Development's Downtown Development Board re: the possible transfer of Essex Junction Village Center and Neighborhood Development Area designations to the new City of Essex Junction municipal corporation
- c. Consider approval of CVE banner applications over Vermont Route 2A
- d. Approve minutes: July 19, 2021 – Joint; July 27, 2021
- e. Check Warrants: #17261—7/23/21; #17262—7/30/21; #17894—8/6/21

**DAN KERIN made a motion, and GEORGE TYLER seconded, to approve the consent agenda as amended.**

The following amendments were made to the consent agenda:

*6d: July 27, 2021 minutes:*

- Line 102-103: strike “perhaps it would be good to let them know which of the items in that material are the high priority ones” with “perhaps the Selectboard could address the items as we prioritize them.”

**The motion passed 5-0.**

**7. READING FILE**

a. Board member comments: Mr. Tyler asked about the postponement of public parking at 11 Park Street. Mr. Teich said staff would put information regarding that postponement together and share it with the Board. Mr. Brown asked that during the next fiscal year's budget build, staff propose a concept to ensure that ordinance enforcement is more proactive than reactive in nature. Mr. Brown emphasized that the priorities around separation that were sent to the Selectboard were not demands but were proposals that were developed at the request of Chairperson Watts on behalf of the Selectboard. He also said he'd heard about a proposal that the Essex Junction Fire Department be

252 included in the Town's budget but did not have further information on this. Mr Brown offered that it  
253 could be discussed at a future Joint Board meeting with the Selectboard.

254 b. Letter from High Speed Rail Alliance re: passenger rail infrastructure

255 c. Letter from Aaron Martin re: Zoning Board Resignation

256 d. Email from Lou Ann Pioli re: Senior Center

257 e. VHFA Awards Federal and State tax credits

258 f. Memo from Sarah Macy re: Planning for Fiscal Year 2023 budget

259 g. Memo from Robin Pierce re: Village Center Development

260 h. Brownell Library hours update

261 i. Groundwater Monitoring Compliance Points from Waite Heindel

262 j. Email from Andy Champagne re: Racism in Essex

263 k. Upcoming meeting Schedule

264

265 **8. EXECUTIVE SESSION:**

266 \* An executive session may be needed to discuss a pending or probable civil litigation.

267

268 **ANDREW BROWN made a motion, and GEORGE TYLER seconded, that the Trustees make the**  
269 **specific finding that general public knowledge of pending or probable civil litigation, to which**  
270 **the public body is or may be a party, would place the Village at a substantial disadvantage. The**  
271 **motion passed 5-0.**

272

273 **ANDREW BROWN made a motion, and GEORGE TYLER seconded, that the Trustees enter into**  
274 **executive session to discuss pending or probable civil litigation, to which the public body is or**  
275 **may be a party, pursuant to 1 V.S.A. § 313(a)(1)(E), to include the Unified Manager, Assistant**  
276 **Manager, and Water Quality Superintendent. The motion passed 5-0 and the Trustees entered**  
277 **into Executive Session at 8:57 PM.**

278

279 **RAJ CHAWLA made a motion and DAN KERIN seconded to authorize staff to file a legal appeal**  
280 **to the NPDES Permit issued to the Essex Jct. Wastewater facility on July 22,2021. The motion**  
281 **passed 5-0.**

282

283 **9. ADJOURN**

284 **DAN KERIN made a motion, and GEORGE TYLER seconded, to adjourn the meeting. The**  
285 **motion passed 5-0.**

286 The meeting adjourned at 9:11 PM.

287

288 Respectfully Submitted,

289 Amy Coonradt

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
07140	07/31/21	Sand 125834	210-5-30-12-431.000 R&M Buildings & Grounds	166.80	35419	08/13/21
07140	07/31/21	Sand 125835	210-5-30-12-431.000 R&M Buildings & Grounds	155.70	35419	08/13/21
05290	08/11/21	Permatex 552122350920	210-5-40-12-610.000 General Supplies	7.35	35421	08/13/21
24455	07/23/21	Aerial Service R20100321401	210-5-25-10-430.000 R&M Vehicles & Equipment	3732.09	35423	08/13/21
24455	07/27/21	GAUGE,PRESSURE,HYD X201030311	210-5-25-10-430.000 R&M Vehicles & Equipment	135.01	35423	08/13/21
24455	07/28/21	Light X201030426	210-5-25-10-430.000 R&M Vehicles & Equipment	54.49	35423	08/13/21
19815	07/20/21	Office Supplies 1L1W49DHFVKF	210-5-30-10-610.000 General Supplies	36.54	35425	08/13/21
07465	07/15/21	Fasteners, cleaning prod 41867	210-5-25-10-610.000 General Supplies	34.22	35433	08/13/21
20915	08/03/21	trees 080321D	210-5-40-12-810.112 Tree Advisory Committee	197.74	35434	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242630	210-5-35-10-640.202 Juvenile Collection	34.38	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242630	210-5-35-10-610.000 General Supplies	2.40	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242631	210-5-35-10-640.202 Juvenile Collection	543.03	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242631	210-5-35-10-610.000 General Supplies	38.40	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242638	210-5-35-10-640.202 Juvenile Collection	13.49	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242638	210-5-35-10-610.000 General Supplies	0.80	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242641	210-5-35-10-640.202 Juvenile Collection	10.79	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242641	210-5-35-10-610.000 General Supplies	0.80	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242642	210-5-35-10-640.202 Juvenile Collection	89.62	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242642	210-5-35-10-610.000 General Supplies	6.40	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242649	210-5-35-10-640.202 Juvenile Collection	7.55	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242649	210-5-35-10-610.000 General Supplies	0.80	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242652	210-5-35-10-640.202 Juvenile Collection	64.75	35435	08/13/21
00530	08/02/21	Youth Collection, Supplie B6242652	210-5-35-10-610.000 General Supplies	4.80	35435	08/13/21
21210	08/05/21	shop towels 4092018215	210-5-40-12-610.000 General Supplies	80.17	35441	08/13/21
17895	08/03/21	MSP Cleaning FY22 10078	210-5-41-26-400.000 Contracted Services	2795.00	35443	08/13/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
17895	08/03/21	CLEAN NEST MSP Cleaning FY21 10078A	210-5-41-26-400.000 Contracted Services	2275.00	35443	08/13/21
17895	08/03/21	CLEAN NEST MSP Cleaning FY 21 10079	210-5-41-26-400.000 Contracted Services	1575.00	35443	08/13/21
17895	08/03/21	CLEAN NEST MSP Additional Cleaning F 10079A	210-5-41-26-400.000 Contracted Services	6343.00	35443	08/13/21
25120	08/05/21	CLICKTIME.COM EJRP Timesheets July 351191	210-5-30-10-330.000 Professional Services	1064.00	35444	08/13/21
04940	07/23/21	COMCAST MSP Internet August 0176315 0721	210-5-41-26-530.000 Communications	355.15	35448	08/13/21
04940	08/03/21	COMCAST Cable TV 0207722 0821	210-5-25-10-530.000 Communications	18.66	35449	08/13/21
04940	07/23/21	COMCAST Park St Internet August 0210908 0721	210-5-41-23-530.000 Communications	215.61	35450	08/13/21
25515	08/04/21	CONCORD INSPECTION LLC Ladder Testing 1201	210-5-25-10-430.000 R&M Vehicles & Equipment	1135.81	35452	08/13/21
23215	08/11/21	ESSEX EQUIPMENT INC PAINT,UPSDN 10797465	210-5-40-12-610.000 General Supplies	81.02	35463	08/13/21
05020	07/15/21	ESSEX JCT VILLAGE OF MSP Main Bldg Wtr/Sewer F 202267061	210-5-41-26-410.000 Water and Sewer Charges	1277.37	35464	08/13/21
19005	08/01/21	FIRSTLIGHT FIBER Phone and Internet 2 Linc 9591655	210-5-41-20-530.000 Communications	309.53	35470	08/13/21
19005	08/01/21	FIRSTLIGHT FIBER Telephone Tech Access: J 9591737	210-5-35-10-505.000 Tech. Subs, Licenses	48.69	35471	08/13/21
19005	08/01/21	FIRSTLIGHT FIBER Telephone Tech Access: J 9591737	210-5-41-21-530.000 Communications	229.57	35471	08/13/21
19005	08/01/21	FIRSTLIGHT FIBER communications 9591898	210-5-40-12-530.000 Communications	84.39	35472	08/13/21
19005	08/01/21	FIRSTLIGHT FIBER telecommunications 9591900	210-5-25-10-530.000 Communications	129.42	35473	08/13/21
10705	06/04/21	GARDENERS SUPPLY CO INC MSP Gardens 862389	210-5-30-12-610.000 General Supplies	60.10	35477	08/13/21
34895	08/01/21	GAUTHIER TRUCKING, INC. MSP Trash Removal July 1576266	210-5-41-26-400.000 Contracted Services	422.33	35478	08/13/21
00820	07/21/21	GLOBAL EQUIPMENT COMPANY Dog Park Trash Bags 117939048	210-5-30-12-610.000 General Supplies	229.66	35480	08/13/21
07160	08/01/21	GREEN MOUNTAIN LIBRARY CO VOKAL membership: July202 V213072	210-5-35-10-505.000 Tech. Subs, Licenses	2741.44	35485	08/13/21
23595	07/21/21	HAMMOND ELECTRIC INC REPAIR ELECTRICAL OUTLET 9474HN	210-5-41-20-431.000 R&M Buildings & Grounds	714.35	35488	08/13/21
23595	07/21/21	HAMMOND ELECTRIC INC REPAIR FOR VAULT DEHUMIDI 9814JH	210-5-41-20-431.000 R&M Buildings & Grounds	599.45	35488	08/13/21
06530	07/27/21	INFOUSA MARKETING INC Adult Collection 10003876794	210-5-35-10-640.201 Adult Collection	231.00	35495	08/13/21
37715	07/27/21	INTEGRITY COMMUNICATIONS RUN DATA LINE TO NEW PORT 40012	210-5-41-20-431.000 R&M Buildings & Grounds	280.83	35497	08/13/21
28135	08/06/21	JOURNYX, INC EJRP Timesheets July 448	210-5-30-10-330.000 Professional Services	600.00	35499	08/13/21
14175	08/11/21	JUNIOR LIBRARY GUILD Youth Collection Subscrip 575877	210-5-35-10-640.202 Juvenile Collection	1634.90	35500	08/13/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
20135	07/15/21	KAMCO SUPPLY CORP OF BOST	DOOR HINGES FIRE DEPT.	210-5-41-22-431.000	650.00	35501	08/13/21
			SI318330	R&M Buildings & Grounds			
27515	07/08/21	LOGAN TODD	Our Village Our Voices Lo	210-5-17-10-850.000	1100.00	35506	08/13/21
			070821D	Community Events and Cele			
27515	08/11/21	LOGAN TODD	Our Village/Voices Design	210-5-17-10-850.000	715.00	35506	08/13/21
			081121D	Community Events and Cele			
25625	07/02/21	LOWE'S - 1080	EJRP Lowes June Purchases	210-5-30-12-610.000	1252.59	35507	08/13/21
			4191080 0721	General Supplies			
V10130	07/09/21	LOWE'S BUSINESS ACCOUNT	12242 19/32 CAT RATED SHE	210-5-40-12-575.000	155.94	35508	08/13/21
			02212 B	Storm Sewer Maintenance			
V10130	07/27/21	LOWE'S BUSINESS ACCOUNT	Plywood	210-5-25-10-431.000	119.00	35508	08/13/21
			02223	R&M Buildings & Grounds			
V10130	07/08/21	LOWE'S BUSINESS ACCOUNT	10352 92-lbPortland cemen	210-5-40-12-605.000	518.40	35508	08/13/21
			61008 A	Summer Construction Suppl			
V10130	07/08/21	LOWE'S BUSINESS ACCOUNT	RET 92-LB PORTLAND CEMENT	210-5-40-12-610.000	-29.34	35508	08/13/21
			61008 D	General Supplies			
26920	08/08/21	MAYVILLE DARBY	Planning Commission Meeti	210-5-16-10-530.000	89.25	35509	08/13/21
			14	Communications			
23420	08/04/21	P & P SEPTIC SERVICE INC.	Cascade Portolet August	210-5-30-12-330.000	110.00	35516	08/13/21
			T559626	Professional Services			
24100	06/16/21	PERMA-LINE CORP OF NEW EN	traffic signs	210-5-40-12-572.000	265.35	35518	08/13/21
			186968	Traffic Control			
24855	08/12/21	PETTY CASH - CAITLIN FAY	EJRP Petty Cash FY22 8.12	210-5-30-10-550.000	31.16	35520	08/13/21
			081221D	Printing and Binding			
24855	08/12/21	PETTY CASH - CAITLIN FAY	EJRP Petty Cash Reimburse	210-5-30-10-550.000	38.34	35520	08/13/21
			081221DA	Printing and Binding			
25140	08/06/21	PIKE INDUSTRIES INC	Asphalt	210-5-40-12-605.000	262.60	35521	08/13/21
			1145401	Summer Construction Suppl			
25140	08/10/21	PIKE INDUSTRIES INC	Asphalt	210-5-40-12-605.000	253.28	35521	08/13/21
			1145995	Summer Construction Suppl			
24410	06/30/21	PRIORITY EXPRESS INC	Postage and Delivery: JUN	210-5-35-10-560.000	185.92	35523	08/13/21
			80272127	Postage			
24410	07/31/21	PRIORITY EXPRESS INC	Courier Delivery: July 20	210-5-35-10-560.000	189.28	35523	08/13/21
			80272131	Postage			
05380	08/05/21	PURCHASE POWER	POSTAGE	210-5-10-10-560.000	113.24	35524	08/13/21
			80009090105A	Postage			
05280	07/05/21	S & D LANDSCAPES LLC	Turf Care yearly service	210-5-30-12-330.000	2118.12	35530	08/13/21
			210502	Professional Services			
28015	07/26/21	SCICITANO DALE	Raccoon Traps	210-5-30-12-330.000	631.00	35533	08/13/21
			879358	Professional Services			
09105	08/10/21	SECURE SHRED	Shredding Service July	210-5-30-10-330.000	22.00	35535	08/13/21
			370057	Professional Services			
42565	07/28/21	SEVEN DAYS	Job Ad	210-5-30-10-550.000	100.00	35536	08/13/21
			213305	Printing and Binding			
42565	08/04/21	SEVEN DAYS	Employment Ads	210-5-30-10-550.000	100.00	35536	08/13/21
			213494	Printing and Binding			
29835	07/22/21	SHERWIN-WILLIAMS	MSP Paint	210-5-30-12-610.000	83.28	35537	08/13/21
			04357	General Supplies			
23855	08/05/21	SOUTHWORTH-MILTON, INC.	parts for loader	210-5-40-12-430.000	158.88	35539	08/13/21
			2340599	R&M Vehicles & Equipment			

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
23855	08/09/21	SOUTHWORTH-MILTON, INC. test/check engine cooling 572995	210-5-40-12-430.000 R&M Vehicles & Equipment	5949.16	35539	08/13/21
27115	08/08/21	STEWARDSHIP SLATE LLC PARK ST. ROOF REPAIR 1901	210-5-41-23-431.000 R&M Buildings & Grounds	11897.50	35542	08/13/21
28190	03/25/21	TEACHERS OF NATURE LLC Youth Program: August 4, 0071	210-5-35-10-840.202 Childrens Programs	149.00	35545	08/13/21
V10238	08/04/21	VT AIR TESTING SVC HS Graduations 522	210-1-00-00-130.000 Exchange - General	1240.00	35557	08/13/21
29155	08/05/21	VT DEPT OF LIBRARIES Adult Replacement 20220003	210-5-90-00-640.201 Adult Collection replacem	25.00	35558	08/13/21
38200	08/05/21	VT RECREATION & PARKS ASS EJRP Membership Renewal 01878	210-5-30-10-500.000 Training, Conf, Dues	395.00	35562	08/13/21
07565	07/23/21	W B MASON CO INC Water SH Pool MSP Office 221946202	210-5-30-10-610.000 General Supplies	29.98	35563	08/13/21
07565	07/26/21	W B MASON CO INC Water Cooler Rental (SH P 221986292	210-5-30-10-610.000 General Supplies	29.97	35563	08/13/21
07565	08/03/21	W B MASON CO INC Office Supplies 22208321	210-5-30-10-610.000 General Supplies	73.58	35563	08/13/21
07565	08/03/21	W B MASON CO INC Cleaning Supplies 222206940	210-5-30-12-610.000 General Supplies	597.57	35563	08/13/21
07565	08/03/21	W B MASON CO INC Soap Dispensers 222207216	210-5-30-12-610.000 General Supplies	149.88	35563	08/13/21
07565	08/03/21	W B MASON CO INC Cleaning Supplies 222207887	210-5-30-12-610.000 General Supplies	44.89	35563	08/13/21
07565	08/03/21	W B MASON CO INC Water Office Supplies 222215124	210-5-30-10-610.000 General Supplies	99.49	35563	08/13/21
07565	08/06/21	W B MASON CO INC Gloves 222314316	210-5-30-12-610.000 General Supplies	44.97	35563	08/13/21
07565	08/06/21	W B MASON CO INC Trash Liners 222316230	210-5-30-10-610.000 General Supplies	80.97	35563	08/13/21
07565	08/09/21	W B MASON CO INC Office Supleis 222354991	210-5-30-10-610.000 General Supplies	53.46	35563	08/13/21
07565	07/23/21	W B MASON CO INC Water Bottle CREDIT CM0044847	210-5-30-10-610.000 General Supplies	-36.00	35563	08/13/21
07565	08/03/21	W B MASON CO INC Water Bottle Credit CM0074158	210-5-30-10-610.000 General Supplies	-36.00	35563	08/13/21
07565	08/04/21	W B MASON CO INC Water Bottle Credit CM0078275	210-5-30-10-610.000 General Supplies	-24.00	35563	08/13/21
28245	07/21/21	WARD KAHERINE Youth Programs #KLW2345	210-5-35-10-840.202 Childrens Programs	100.00	35566	08/13/21
23000	08/04/21	WHITCOMB Paving - Town and Village 21119	210-5-40-12-451.000 Summer Construction Servi	99198.40	35567	08/13/21
21760	07/23/21	FIRST NATIONAL BANK OMAHA EPR Credit Card FY21 0492 0721A	210-5-30-10-530.000 Communications	46.99	3321292	08/13/21
21760	07/23/21	FIRST NATIONAL BANK OMAHA EPR CC July FY22 0492 0721	210-5-30-10-530.000 Communications	15.89	6621292	08/13/21
19090	06/30/21	CEDAR CREEK HOME IMPROVEM MSP Roof 063021D	233-5-00-00-730.002 Buildings & Facilities	17580.00	35439	08/13/21
07530	08/02/21	CURTIS LUMBER INC MSP Lumber - Capital Proj 2108046626	233-5-00-00-730.002 Buildings & Facilities	3657.54	35455	08/13/21



Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
07530	08/03/21	MSP Lumber - Capital Proj	233-5-00-00-730.002	150.48	35455	08/13/21
		2108051521	Buildings & Facilities			
07530	08/09/21	MSP Project	233-5-00-00-730.002	90.75	35455	08/13/21
		2108078688	Buildings & Facilities			
20120	07/15/21	Wood Chips	233-5-00-00-740.005	2000.00	35458	08/13/21
		20215551	Park Amenities			
36720	06/16/21	MSP Playground Final Paym	233-5-00-00-740.005	124786.00	35510	08/13/21
		833771	Park Amenities			
29160	07/16/21	Pool Umbrellas	233-5-00-00-740.006	5009.85	35526	08/13/21
		430950	Pool Improvements			
05280	07/05/21	Turf Care yearly service	233-5-00-00-740.001	9761.35	35530	08/13/21
		210502	Landscaping			
18000	08/04/21	1 QT RFLCT SILV COAT ALER	254-5-54-20-735.000	172.71	35467	08/13/21
		0196830	Tech: Equip/Hardware			
V9454	08/06/21	uniforms - Cory	254-5-54-20-612.000	134.97	35503	08/13/21
		3360983	Uniforms			
22140	08/10/21	W M Chem Pump rebuild	255-5-55-30-570.000	107.77	35436	08/13/21
		3727899	Other Purchased Services			
11375	08/01/21	August Service	255-5-55-30-421.000	1025.83	35437	08/13/21
		3195167	Grit Disposal			
V10734	05/19/21	4/16/21-5/19/21) -May 202	255-5-55-30-622.000	2969.11	35460	08/13/21
		2105-WWTP	Electricity			
V10734	07/21/21	6/18/21-7/20/21) -July 20	255-5-55-30-622.000	2969.11	35460	08/13/21
		2107-WWTP	Electricity			
06870	08/04/21	07/21/2021 TKN Only	255-5-55-30-340.000	35.00	35461	08/13/21
		380787	Technical Services			
06870	08/05/21	July SHT NY Bi-Monthly	255-5-55-30-340.000	316.00	35461	08/13/21
		380941	Technical Services			
06870	08/06/21	7/29 WWTF TKN	255-5-55-30-340.000	35.00	35461	08/13/21
		381057	Technical Services			
19005	08/01/21	communications	255-5-55-30-530.000	2036.12	35469	08/13/21
		9591654	Communications			
V1093	08/06/21	2762 Gal SODIUM ALUMINATE	255-5-55-30-619.000	8794.21	35493	08/13/21
		10521	Chemicals			
29120	07/26/21	capacitor	255-5-55-70-730.001	20491.61	35494	08/13/21
		4045	Energy Conservation			
V2159	06/24/21	5040 Gal Sodium Hypochlor	255-5-55-30-619.000	4651.92	35544	08/13/21
		358625	Chemicals			
V2159	08/05/21	3420 Sodium Hydroxide 50%	255-5-55-30-619.000	9340.02	35544	08/13/21
		360475	Chemicals			
02970	07/29/21	Raven Portable Sludge	255-5-55-30-570.000	1210.29	35553	08/13/21
		679188	Other Purchased Services			
02970	07/29/21	All Weather Suction Hose	255-5-55-30-570.000	695.10	35553	08/13/21
		679190	Other Purchased Services			
17765	08/03/21	Groundwater Investigation	255-5-55-30-567.000	760.00	35565	08/13/21
		4711	Biosolids Land Applicatio			
12775	07/31/21	Control UPS Control drywe	256-5-56-70-722.002	781.43	35522	08/13/21
		9140	West St Control Cabinet			
12775	07/31/21	Control UPS Control drywe	256-5-56-70-722.003	781.44	35522	08/13/21
		9140	SW St PS Control Cabinet			

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
V1165	INTERNAL REVENUE SERVICE	08/13/21	3rd party sick pay 081321D	256-5-56-40-220.000 Social Security	183.60	8120038	08/13/21
37985	A T & T MOBILITY	07/27/21	EJRP Camp Phones 812520 0721	IBR Hot 259-5-30-15-530.000 Communications	382.40	35420	08/13/21
07305	AIRGAS USA LLC	07/30/21	Pool Chemicals 9115966594	259-5-30-11-431.000 R&M Buildings & Grounds	297.94	35422	08/13/21
07305	AIRGAS USA LLC	08/05/21	Pool Chemicals 9116173936	259-5-30-11-431.000 R&M Buildings & Grounds	158.54	35422	08/13/21
07305	AIRGAS USA LLC	07/31/21	Pool Chemicals 9981186932	259-5-30-11-431.000 R&M Buildings & Grounds	310.87	35422	08/13/21
19815	AMAZON CAPITAL SERVICES	07/30/21	Pool Supplies 1FKX7KPCCLTM	259-5-30-11-610.000 General Supplies	17.49	35425	08/13/21
19815	AMAZON CAPITAL SERVICES	07/28/21	Pool Supplies 1WRKXGKVTGC	259-5-30-11-610.000 General Supplies	35.96	35425	08/13/21
19815	AMAZON CAPITAL SERVICES	07/29/21	Pool Supplies 1XC33KTX7LQ4	259-5-30-11-610.000 General Supplies	135.55	35425	08/13/21
25955	AT&T MOBILITY	07/23/21	EJRP Cell Phones July 28727992310C	259-5-30-15-530.000 Communications	275.20	35427	08/13/21
25955	AT&T MOBILITY	07/23/21	CELL PHONE SERVICE 878149869X08	259-5-30-14-330.000 Professional Services	43.22	35428	08/13/21
06185	CHAMPLAIN VALLEY EXPOSITI	08/02/21	July 4th Celebration Rent 080221D	259-5-30-14-330.000 Professional Services	4264.00	35440	08/13/21
26420	COMMUNITY PLAYTHINGS	08/10/21	Preschool Activity Table P790V	259-5-30-16-610.000 General Supplies	260.00	35451	08/13/21
31545	COSTCO #314	07/28/21	Costco-Food 072821D	259-5-30-11-610.000 General Supplies	112.76	35454	08/13/21
42360	ECHO AT THE LEAHY CENTER	08/10/21	CMS to Echo 7/23 R10029	259-5-30-17-580.000 Travel	364.00	35459	08/13/21
04640	FASTENAL INDUSTRIAL & CON	07/21/21	Preschool First Aid Kit VTBUR297111	259-5-30-16-610.000 General Supplies	39.25	35466	08/13/21
04640	FASTENAL INDUSTRIAL & CON	07/21/21	MSP First Aid Kit VTBUR297112	259-5-30-17-610.000 General Supplies	3.81	35466	08/13/21
19215	GENGRAS CASSANDRA	08/06/21	Camp Paint Programs 7/262 6	259-5-30-17-330.000 Professional Services	200.00	35479	08/13/21
04360	HOAGIES PIZZA & PASTA	08/06/21	Camp Pizza 080621D	259-5-30-17-610.000 General Supplies	273.74	35492	08/13/21
25685	LETGO YOUR MIND	07/29/21	Lego Robotics Camps 072921D	259-5-30-14-330.000 Professional Services	10924.00	35504	08/13/21
24855	PETTY CASH - CAITLIN FAY	08/12/21	EJRP Petty Cash FY22 8.12 081221D	259-5-30-11-610.000 General Supplies	129.13	35520	08/13/21
24855	PETTY CASH - CAITLIN FAY	08/12/21	EJRP Petty Cash FY22 8.12 081221D	259-5-30-17-580.000 Travel	137.00	35520	08/13/21
24855	PETTY CASH - CAITLIN FAY	08/12/21	EJRP Petty Cash FY22 8.12 081221D	259-5-30-17-610.000 General Supplies	55.04	35520	08/13/21
24855	PETTY CASH - CAITLIN FAY	08/12/21	EJRP Petty Cash FY22 8.12 081221D	259-5-30-17-580.000 Travel	143.00	35520	08/13/21
24830	REINHART FOODSERVICE	08/05/21	Camp Discovery Snack 517239	259-5-30-17-610.000 General Supplies	147.93	35527	08/13/21
24830	REINHART FOODSERVICE	08/09/21	CMS Snack 517922	259-5-30-17-610.000 General Supplies	207.65	35527	08/13/21

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
24830	REINHART FOODSERVICE	08/05/21	Camp Reach EES Snack 518113	259-5-30-17-610.000 General Supplies	78.98	35527	08/13/21
24830	REINHART FOODSERVICE	08/05/21	Camp Reach Fleming Snack 518118	259-5-30-17-610.000 General Supplies	78.98	35527	08/13/21
05280	S & D LANDSCAPES LLC	07/05/21	Turf Care yearly service 210502	259-5-30-12-330.000 Professional Services	6151.39	35530	08/13/21
10435	SCREENMYLOGO.COM	07/07/21	Barcomb Summer TShirts 18757	259-5-30-14-610.000 General Supplies	520.00	35534	08/13/21
42075	STATE OF VERMONT	07/26/21	STAR to Mt Philo 7/16 072621D	259-5-30-17-580.000 Travel	116.00	35540	08/13/21
42075	STATE OF VERMONT	08/06/21	STAR to Elmore State Pk 8 080621D	259-5-30-17-580.000 Travel	105.00	35541	08/13/21
23495	STUDENT TRANSPORTATION OF	08/10/21	Star Bus to Lake Elmore 8 70128171	259-5-30-17-580.000 Travel	520.28	35543	08/13/21
23495	STUDENT TRANSPORTATION OF	08/10/21	Reach EES Bus 8/3-5 70128172	259-5-30-17-580.000 Travel	1596.29	35543	08/13/21
23495	STUDENT TRANSPORTATION OF	08/10/21	Reach Fleming Bus 8/2-3 70128174	259-5-30-17-580.000 Travel	1204.40	35543	08/13/21
23495	STUDENT TRANSPORTATION OF	08/10/21	CMS Buss 8/6 70128177	259-5-30-17-580.000 Travel	1155.19	35543	08/13/21
25940	TEACHING STRATEGIES LLC	08/04/21	Preschool Teaching Strate Q123205	259-5-30-16-330.000 Professional Services	261.00	35546	08/13/21
27815	THE ICE CENTER	08/06/21	Camp Skate Rentals 7/168/ 000037	259-5-30-17-580.000 Travel	570.00	35547	08/13/21
25280	THE LIFEGUARD STORE	07/09/21	CPR Supplies INV001093687	259-5-30-11-610.000 General Supplies	72.38	35548	08/13/21
25280	THE LIFEGUARD STORE	07/19/21	Pool Suits INV001097093	259-5-30-11-610.000 General Supplies	1097.00	35548	08/13/21
25280	THE LIFEGUARD STORE	07/30/21	Pool Supplies INV001102499	259-5-30-11-610.000 General Supplies	191.85	35548	08/13/21
25315	VESPA'S PIZZA PASTA & DEL	07/26/21	Pool Staff Meeting Food 072621D	259-5-30-11-610.000 General Supplies	68.00	35555	08/13/21
07565	W B MASON CO INC	07/26/21	Water Cooler Rental (SH P 221986292	259-5-30-11-610.000 General Supplies	9.99	35563	08/13/21
28100	ZACHARY'S PIZZA	07/29/21	Camp Field Trip 7/22 11746	259-5-30-17-580.000 Travel	459.77	35568	08/13/21
21760	FIRST NATIONAL BANK OMAHA	07/23/21	EPR Credit Card FY21 0492 0721A	259-5-30-17-610.000 General Supplies	40.28	3321292	08/13/21
21760	FIRST NATIONAL BANK OMAHA	07/23/21	EPR CC July FY22 0492 0721	259-5-30-11-610.000 General Supplies	568.59	6621292	08/13/21
21760	FIRST NATIONAL BANK OMAHA	07/23/21	EPR CC July FY22 0492 0721	259-5-30-11-610.000 General Supplies	20.00	6621292	08/13/21
21760	FIRST NATIONAL BANK OMAHA	07/23/21	EPR CC July FY22 0492 0721	259-5-30-11-610.000 General Supplies	8.58	6621292	08/13/21
21760	FIRST NATIONAL BANK OMAHA	07/23/21	EPR CC July FY22 0492 0721	259-5-30-10-500.000 Training, Conf, Dues	250.00	6621292	08/13/21
21760	FIRST NATIONAL BANK OMAHA	07/23/21	EPR CC July FY22 0492 0721	259-5-30-16-500.000 Training, Conf, Dues	50.00	6621292	08/13/21
21760	FIRST NATIONAL BANK OMAHA	07/23/21	EPR CC July FY22 0492 0721	259-5-30-15-500.000 Training, Conf, Dues	100.00	6621292	08/13/21

08/13/21

Town of Essex / Village of EJ Accounts Payable

01:42 pm

Check Warrant Report # 17264 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 08/13/21 To 08/13/21 & Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
21760	FIRST NATIONAL BANK OMAHA	07/23/21	EPR CC July FY22 0492 0721	259-5-30-12-500.000 Training, Conf, Dues	100.00	6621292	08/13/21
21760	FIRST NATIONAL BANK OMAHA	07/23/21	EPR CC July FY22 0492 0721	259-5-30-11-610.000 General Supplies	-8.58	6621292	08/13/21
Report Total					----- 415059.45 =====		

...

## MEMORANDUM



TO: Town of Essex Selectboard, Village of Essex Junction Trustees,  
Evan Teich, Unified Manager

FROM: Ron Hoague, Chief of Police, Essex Police Department

DATE: August 5, 2021

RE: Recap of National Night Out

---

### Issue

Informing the boards of the success of National Night Out event.

### Discussion

One of the goals I set for the department when I was promoted to Chief in 2020 was to re-engage the department with the Community. As part of that overall strategy, we decided to participate in National Night Out, a national effort that is held every year on the first Tuesday in August to bring police and communities together for safe, fun events that will encourage communication and relationship building. In the past, the department had encouraged block parties in the neighborhoods and visited those parties. Although we see the value in those, and have had discussions about adding those to our effort, we decided a central, larger event where we were the organizers would be a great way to get folks together.

Cpl John Ruttenberg was initially tasked with planning and organizing, with Ofc Sabrina Feit joining in later. We relied on the EJRP for advice on how best to do this, and also assistance from Owiso Makuku, from Community Development, and Bruce Wilson, a local community organizer, as well. Cpl Ruttenberg was able to secure just about all funding from donations, with just a very little from budgeted funds. For instance, he secured food donations (hot dogs, buns, condiments, water, cookies, and ice cream) from Reinhart Foods, Hannaford, McKenzie of VT, Palmers of Jericho, and the Essex Resort. EWSD, in addition to providing the space, agreed to help with food service and a grille. John then found donations from the Essex Police Employees' Assn, New England Federal CU, Northfield Savings Bank, Peoples United, Community Bank, and others to cover the costs of rides, music, etc. Finally, many local businesses donated prizes to be raffled off at a food drive where we partnered with Aunt Dot's Place.

All of their work and generosity, along with perfect weather, made for a great event for the approximately 500-750 who attended. We had people from the Essex Rotary, Essex Lions Club, EWSD and others who worked the food line, and kept the event going for all. Our own Evan Teich volunteered to run the grill and we believe grilled about 600 hot dogs over two hours. Attendees saw displays from Essex Junction FD, Essex FD, Global Foundries Haz Mat Response, Essex PD, NEFCU, Essex CJC, Essex

Rescue, and enjoyed the services of professional face painter Kadina, mini golf, a bouncy house, a DJ, a musical performance by 12 yo Adrian, and the National Guard Rock Band 'Iron Sights'.

I spoke to many people there and afterwards, who were so grateful for a family event that was completely free. We had many, many conversations with citizens about what's going on in the community and I know that I made a few friends out of this. Overall this was a great event and we are fully planning to make in an annual one. We hope our attendance will grow even more next year. I cannot say thank you enough to our EPD employees and all of the donors and volunteers who made this possible. They are all incredible.

Cost

None

Recommendations

None

**From:** Nicole Mone-St.Marthe <[NSTMarthe@ESSEX.ORG](mailto:NSTMarthe@ESSEX.ORG)>  
**Sent:** Thursday, August 12, 2021 2:32 PM  
**To:** Marguerite Ladd <[mladd@ESSEX.ORG](mailto:mladd@ESSEX.ORG)>  
**Subject:** RE: Reopening options

Hi Marguerite,

That's great. I will say that there are many details and tasks that are not listed in that quick timeline that we are currently working on and need to be completed prior to opening. I'm not sure if those tasks should also be included so the trustees understand the time frame needed to prepare prior to the volunteer meeting on August 24<sup>th</sup>.

Currently being drafted are the volunteer agreements, volunteer handbooks, guidelines, scheduling formats, and releases. We are also working out details on how to manage access to the building, install a drop box for payments when I am not present, and develop protocols to manage communication between host volunteers, committees, and myself. Membership paperwork, the center code of conduct, and I.T. agreement are being updated and will then be uploaded to the website and social media. We have multiple social media blasts that will be going out over the course of the next two weeks announcing each step of the opening along with the postcard mailings announcing the volunteer meeting and the center reopening.

Please let me know if there are any additional questions.

Thank you,  
Nicole

**From:** Marguerite Ladd  
**Sent:** Thursday, August 12, 2021 12:57 PM  
**To:** Nicole Mone-St.Marthe <[NSTMarthe@ESSEX.ORG](mailto:NSTMarthe@ESSEX.ORG)>  
**Cc:** Allyson Vile <[avile@ESSEX.ORG](mailto:avile@ESSEX.ORG)>; Brad Luck <[bluck@ejrp.org](mailto:bluck@ejrp.org)>  
**Subject:** RE: Reopening options

Hi Nicole,

I am going to add your email to the reading file for the next Trustee meeting so that they are aware of the plan. Let me know if you would rather I include a memo in the reading file instead.

Thanks!  
Marguerite

**From:** Nicole Mone-St.Marthe <[NSTMarthe@ESSEX.ORG](mailto:NSTMarthe@ESSEX.ORG)>  
**Sent:** Tuesday, August 10, 2021 8:04 AM  
**To:** Marguerite Ladd <[mladd@ESSEX.ORG](mailto:mladd@ESSEX.ORG)>; Evan Teich <[eteich@essex.org](mailto:eteich@essex.org)>; Allyson Vile <[avile@ESSEX.ORG](mailto:avile@ESSEX.ORG)>; Brad Luck <[bluck@ejrp.org](mailto:bluck@ejrp.org)>  
**Subject:** Re: Reopening options

Option 2 – reopen full hours with trained volunteers

Thank you, I have already begun the preparations needed for the reopening process. This is the current time line:

Asap:

- look into building payment drop box in vestibule
- meet with Ally to revisit rec trac programming
- new membership documents for welcome packet
- updated van application and brochures for welcome packet
- draft reopening letter, copies of Code of Conduct to be included.
- meet with Ally to finalize volunteer responsibilities and draft volunteer handbook.
- schedule driver for Friday of reopening

By Aug. 24: order postcards, begin welcome packets to be handed out at reopening.

By Aug. 25: pick up postcards @ staples

Aug. 26th @ 10am: Volunteer and Committee meeting at Memorial Hall

Aug. 27th: postcard mailing announcement of reopening

Sept 1: cleaning services: full clean of center

Sept 2: set up/decorate for reopening celebration, pick up refreshments

Sept 3: Grand Reopening Celebration 10-4





# TOWN AND VILLAGE OF ESSEX BOARDS AND COMMITTEES VACANCIES

## TOWN OF ESSEX

**Selectboard** - 1 vacancy

**Conservation and Trails** - 3 vacancies

**Green Mountain Transit** - 1 vacancy

**Economic Development Commission** - 1 vacancy

**CCTV Representative** - 1 vacancy

**Housing Commission (JOINT boards)** - 1 vacancy

## VILLAGE OF ESSEX JUNCTION

**Capital Program Review** - 1 vacancy

**Planning Commission** - 1 vacancy

**Green Mountain Transit** - 1 vacancy

**Zoning Board of Adjustment** - 3 vacancies

**CCTV Representative** - 1 vacancy

**Bike/Walk Advisory** - 1 vacancy

**PLEASE GO TO: [ESSEXVT.BAMBOOHR.COM/JOBS/](https://essexvt.bamboohr.com/jobs/)**

**SCROLL TO THE VOLUNTEERS SECTION FOR MORE INFORMATION & TO APPLY  
OR EMAIL [LMAHNS@ESSEX.ORG](mailto:LMAHNS@ESSEX.ORG) WITH YOUR LETTER OF INTEREST**

## Memo

**To:** Village Trustees

**From:** Brad Luck, Director, Essex Junction Recreation & Parks (EJRP)  
Ron Hoague, Chief, Essex Police Department (EPD)

**Date:** August 18, 2021

**Re:** Maple Street Park Safety

There was a recent post in the EssexVT Facebook group that raised questions about safety at Maple Street Park. While it is not our general practice to follow-up social media posts with board communication, we felt it would be good for the Trustees and the community to have some clarity on this issue of safety at our public park – something that we take very seriously.

We have been dealing with a small group of 11–15-year-old kids throughout this summer. They have been spending a fair amount of time at Maple Street Park, unsupervised by parents, and have created some issues at other places around the Village. There have been verbal and physical altercations between two different groups of kids. We have issued trespass notices to several kids who have been involved and one was charged with trespassing after being in the park again. Chittenden County State's Attorney Sarah George has been unwilling to prosecute adult trespassing in recent months so this would indicate that they will not prosecute a juvenile. Since these matters involve juveniles, they are usually adjudicated by the Community Justice Center. This is the proper place for these matters to be addressed but it takes a long time for them to be processed and the offender must admit guilt. Further, one case was sent to the CJC where one of the kids involved assaulted another from the other group. The police department has handled these issues consistently throughout the summer by enforcing the law as much as they are allowed.

We recognize that even some of the playful interactions amongst these unsupervised kids at the park can be off-putting and disconcerting to be around. We encourage people to report this immediately so we can find park staff to address it and/or ask the kids to leave.

We have not had reports or witnessed these youth engaging in a negative way with kids or park goers that they are not familiar with. We have only heard of altercations taking place between youth that they know, do not get along with, and have a documented history of issues.

Some general suggestions for community members to help with public safety:

- If your child is ready for some freedom and independence at the park, here are some tips of how to do that safely (from [empoweringparents.com](http://empoweringparents.com))
  - Determine reasonable limits for your child
    - Set-up check-ins. Stop by in-person or ask if one of the other parents can. Set a time to talk on the phone or have them return and use the home phone.
  - Be clear about your rules and expectations

- Where they will be, who they will be with, and when they will return home.
- Know the facts about what your child wants to do
  - Know who your child is planning to meet up with. Meet the other child/children and parents. Get contact information and communicate with the other parents on the plan.
- Give independence using incremental steps
  - Prepare your child by discussing travel to and fro, safety, situations, and how to get help if it is needed.

And here are four questions you can ask your child before you give them some additional freedom:

- How will we know it's working?
  - How will we know it's not working?
  - What will we do if it's working?
  - What will we do if it's not working?
- See something, say something – we can only address issues that we know are going on. We value public input on suspicious activity and crime (EPD), and general experiences at the park (EJRP).
    - If there is an emergency or crime in progress, call 911.
    - If you are a witness to or victim of a crime, you should call Essex Police at 878-8331.
    - If you have an experience at the park that makes you feel unsafe, is disconcerting, or is simply unsatisfactory, you should stop by the office (8a.m.-4p.m.), call EJRP at 878-1376, or e-mail Brad Luck ([bluck@ejrp.org](mailto:bluck@ejrp.org)).
  - Speak up – if you feel comfortable, sometimes unsupervised children at the park benefit from an adult reminder that there are young children around, or that equipment shouldn't be used in a certain way. A gentle and clear reminder can be helpful. Do not engage beyond the reminder and seek staff or police support if the situation does not change or escalates.

EJRP has a park patrol on from 12p.m.-9p.m. daily throughout the summer. Essex Police Bike Patrol frequent the park. Essex Police is also starting to do foot patrols in the evenings to check on things. Both EJRP and EPD will continue to monitor, intervene, issue notices of trespass, and charge individuals who violate the law. If you have any concerns, please contact the appropriate department.

# MEETING SCHEDULES

08/20/2021

<b>TOWN SELECTBOARD MEETINGS</b> 	<b>VILLAGE TRUSTEES MEETINGS</b> 
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
January 3, 2022—6:30 PM	SB Regular -- Amy
January 11, 2022—6:30 PM	VB Regular – Darby
January 18, 2022—6:30 PM	SB Regular
January 25, 2022—6:30 PM	VB Regular -- Cathy

<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