

VILLAGE OF ESSEX JUNCTION TRUSTEES REGULAR MEETING AGENDA

Online & 2 Lincoln St. Essex Junction, VT 05452 Tuesday, September 14, 2021 6:30 PM

E-mail: manager@essexjunction.org

www.essexjunction.org

Phone: (802) 878-6951

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

- WATCH: the meeting will be live streamed on Town Meeting TV.
JOIN ONLINE: Join Microsoft Teams Meeting. Depending on your browser, you may need to call in for audio (below).
JOIN CALLING: Join via conference call (audio only): (802) 377-3784 | Conference ID: 861 197 811#
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. Approve City of Essex Junction Charter
c. Discuss updating Trustees' Policy regarding Trustees' Meetings
d. **Interview and potential appointment: Christopher Kline, Bike/Walk Advisory Committee
e. ***Discussion of Personnel
6. CONSENT ITEMS
a. Consider approval of Public Nuisance Ordinance
b. Consider retroactively the approved Street Closure Application McGregor
c. Approve minutes: August 23, 2021 – Joint, August 24, 2021
d. Approve Check Warrant #17265 – 8/23/21; #17266 – 8/27/21; #17267 – 9/3/21; #17268 – 9/10/21
7. READING FILE
a. Board member comments
b. Howard Center Community Outreach FY2020-2021 Comparison Report and Community Outreach Q4 Report
c. List of Boards/Committees/Commission openings
d. Village Center Development update
e. Information regarding potentially instituting Building Inspections or potentially updating ordinance
f. Email from Ramón Matanzo re: Leaving BWAC
g. Upcoming meeting schedule
8. EXECUTIVE SESSION
a. *An executive session may be needed to discuss negotiation of contracts and agreements with the Town of Essex
b. ** An executive session may be requested to discuss the appointments of public officials
c. *** An executive session is anticipated to discuss the employment of public officials
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: 9/10/2021 [Signature]

Memo

To: Village Trustees

From: Brad Luck, Director, EJRP

Date: September 8, 2021

Re: City of Essex Junction Charter

The Trustees have the current draft of the Charter for consideration attached. Tonight the Trustees can make additions and changes, but ultimately should approve the Charter in order to proceed with the vote on November 2.

The Charter may be revised at subsequent meetings and/or after the public hearings, up until no less than 20 days before the date of the vote. The final day to make any changes is October 13.

After reviewing and editing the Charter, the following is the recommended motion:

“I move that the Trustees approve the proposed charter for the city of Essex Junction dated September 14, 2021.”

Trustees / Selectboard Proposal Discussions

August 27, 2021

Complete package of proposals

The following is a list of proposals that the Trustees consider the “complete package”. Upon reaching consensus between the Selectboard and Trustees on each item, the full package can be signed:

- Police
- Reappraisal
- 81 Main Street
- Finance
- Tax Delinquencies

The following items could be included in the package, should the Selectboard and Trustees want to pursue a partnership and agree on the terms. If this is not possible, the Trustees are fine with these not services not being shared at this time.

- Indian Brook
- Senior Services

Tentative Agreements

Based upon the 8/23 joint meeting, Staff and Counsel should draft tentative agreements for individual board discussion at the 9/13 Selectboard and 9/14 Trustee meetings so that a contract can be agreed to at the joint meeting on 9/20.

- Police - City contracting police services from the Town.
 - Multi-year contract with automatic extensions and multi-year notification of intent to cancel and mandatory board mediation to try to pursue the continuation of the contract, in the event of notification of intent to cancel, every six months until contract ends
 - Includes police, community justice, dispatch, police building
 - Acknowledge continued payment of the bond
 - Shared future maintenance & repairs through the budget
 - All police, community justice, and dispatch revenues and grants are a part of the budget and thus shared in the finances paid by both municipalities
 - Town will consider the future recommendations of the equity and inclusion group in regard to a police advisory board, and if one is formed, will provide the City with a number of seats on the board equivalent to its per capita percentage of the population between both municipalities
 - Chief is a Town employee – hired, supervised, and evaluated by the Town Manager
 - Boards agree to a spirit of cooperation and encourage the Town Manager to seek input and have regular communication with the City Manager related to police services, policies, and the hiring and evaluation of the Police Chief
 - Expenses shared per capita; to be re-assessed every 10-years with the new Census
 - All direct costs included plus indirect costs of administration, finance, HR, and IT – funding formula to be determined by finance director
 - Amount due from City is for anticipated actual expenses

- According to the emergency operations plan, the Police Chief (a Town employee) may have control over City affairs
- Municipally sponsored or supported community events shall be considered a part of regular policing and not billed back to either municipality. Non-municipal contracted special details shall minimally cover the expenses to provide such services. Any residual funds shall be a part of the police operations revenues and shared in the finances by both municipalities.
- Reappraisal – Town will oversee and conduct reappraisal for Town and Village/City using reappraisal funds and distribute any residual funds at the conclusion of the process to both the Town and City-based on percentage of parcels. If funds do not adequately cover, both municipalities will share any additional expense based on percentage of parcels.
- 81 Main Street – City will have first right of refusal for 100% fair market value if Town decides to sell the building at any point in the future.

Continue to discuss in the short-term related to independence

- Finance – awaiting SB response
- Tax Delinquencies – awaiting advice from legal counsel
- Indian Brook – awaiting SB response/Trustees considering counteroffer
- Senior Services – The City will plan to operate its own senior services – activities, busing, and center at 2 Lincoln. If the Town would like to discuss a partnership, the City is open to it.

Items to be discussed regardless of separation

The items below were included in the list of proposals for conversations but are not directly related to separation. While these conversations need to occur, they are not necessary for the full package of proposals to be tentatively agreed upon.

- Tree Farm
- FY23 Budget

Proposals Trustees are fine with removing

The items below were included in the list of proposals for conversation, based on the Selectboard's response the Trustees are not interested in further negotiation on these items at this time. The Trustees do not consider these part of the full package of proposals.

- Bonding
- Funds
- Transition Period

Transitional
Shared Finance
Leadership

City Manager

Shared hiring, supervision, and evaluation
of finance director by both managers

Town Manager

City Employees

Town Employees

Shared Finance Leadership

Finance Director

Assistant Finance Director

*Salary & benefits of shared staff split by grand list

*Any direct finance expenses split by grand list

HR

IT

HR

IT

City Finance Department

Town Finance Department

Accountant

Bookkeeper

Accountant

Bookkeeper

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated this _____ day of _____, 202_, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the Village of Essex Junction, a Vermont municipality located in County of Chittenden and State of Vermont, (“Essex Junction” or the “Village” and together the Village and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the Village is currently an incorporated Village located within the Town;

WHEREAS, the Village is pursuing separation from the Town with the intention of incorporating as an independent City (“City of Essex Junction” or “City”) pursuant to legislative approval;

WHEREAS, the Town Selectboard and the Village Trustees are working collaboratively to plan for either the separation of all departments, municipal services and operations, or the contractual sharing of certain departments or services;

WHEREAS, the Town Selectboard and the Village Trustees have determined certain agreements will be necessary between the Town and the City of Essex Junction for purposes such as sharing or purchasing certain municipal services or operations;

WHEREAS, until the effective date of the City’s Charter, there is no authority under which the Village may enter agreements on behalf of the City;

WHEREAS, the Village and the Town desire to prepare these agreements in advance with the understanding that the current Village Trustees will become the future City Councilors and intend to enter these agreements on behalf of the City;

WHEREAS, the Parties now wish to enter into this Memorandum of Understanding regarding the agreements necessary for separation of the Municipalities and establishment of the City of Essex Junction; and

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. The Town and Village have prepared the following agreements which are attached as Exhibits to this MOU:

14. This MOU shall be governed by the laws of the State of Vermont. All rights and remedies provided by this MOU or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this MOU. If any provision of this MOU shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
17. Neither party shall assign this MOU or any interest hereunder without the written approval of all of the Parties, with the exception that the rights and obligations of the Village of Essex Junction shall flow to the City of Essex Junction once it has been established. This MOU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
18. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this MOU, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 202_.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Police Services Agreement

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the Town of Essex, a Vermont municipality located in Chittenden County, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the duly elected Town Selectboard and City Council have general supervisory authority over affairs of their respective Municipality; and

WHEREAS, the Essex Police Department (“Essex PD”) has provided joint police services, including law enforcement, protection, community justice, dispatch, and emergency services (collectively described as “Services”) to the Town and to the former Village of Essex Junction; and

WHEREAS, the police services provided by Essex PD serve the public good and fulfill an essential municipal function; and

WHEREAS, the Municipalities want to ensure that the Services provided by Essex PD continue and that an environment of cooperation, open communication, transparency and trust exists between the Town and the City; and

WHEREAS, it is the mutual goal of the Municipalities that the Essex PD serve the citizens of both the Town and the City and Essex PD maintains the trust and support of the taxpayers, to whom they each owe duties and obligations; and

WHEREAS, the Parties now wish to enter into this Agreement to provide future Services of the Essex PD to the City of Essex Junction; and

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. Term.

The Initial Term of this Agreement shall be ten (10) years. This Agreement shall automatically renew for another five (5) years (Extended Term) at the conclusion of the Initial Term if the Parties do not either terminate the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 10 herein) or enter into a new or revised agreement. This Agreement may continue to renew for an unlimited number of Extended Terms.

2. Agreement Review.

The Parties hereby agree to review this Agreement if requested by either Party in either a joint meeting of the Selectboard and the City Council or a meeting of their representatives. The Parties agree to cooperate in making changes to this Agreement that may be necessary and mutually agreeable over time.

3. Cost and Payment.

The City agrees to pay the Town for the Police Services described herein on a quarterly basis. The City shall be assessed the cost of these services by calculating, on a per capita basis, their share of the direct and indirect costs and expenses for maintaining the Essex PD. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, workers compensation insurance, property & casualty insurance, training, vehicles, technology, communications; as well as costs associated with operating the police facility to include, but not be limited to, heat, electricity, water and sewer, and buildings and grounds. The indirect costs shall include and be limited to: administration costs, human resources costs, Information Technology (IT) costs, and finance costs. The per capita basis shall be reassessed every ten years with new census released by the US Census Bureau.

If an audit is conducted and a discrepancy is found in what was paid by the City and what should have been paid on a per capita basis, then the City shall be either refunded any amount overpaid or the City shall make payment on any underpayment in the next fiscal year in quarterly installments. The Town shall ensure that the Essex PD makes all reasonable efforts to stay within any prepared budget.

An anticipated fee for services shall be provided by the Town to the City in advance of any budget meeting such that the City may include the costs of these services in its budget. Upon demand, the Town shall provide the City a detailed Police Services budget that shall be in such form, and contain such level of detail, as is mutually agreed upon by the Selectboard and the City Council, and at a minimum, shall include revenue and expenses for the Services to be provided.

Upon request, a Town representative familiar with the proposed budget shall appear at any City Council meeting where there will be a discussion of the budget to answer any questions that the Council or the members of the public may have. The Town shall make expenditures consistent with the Police Services budget as presented and any material changes to an approved budget should be brought before the City Council in advance. Failure to do so shall constitute a breach of this Agreement.

The Municipalities recognize that a natural disaster (defined as a major, adverse, naturally occurring event such as a flood, wildfire, earthquake, hurricane or tornado) impacting the Municipalities may cause the Essex PD to exceed budgeted operating revenues. The Town agrees to promptly apply for any possible State or Federal grant funding that may be available to cover budget overruns that arise out of a natural disaster.

4. Level of Service; Changes in Service.

In exchange for the distribution of public funds, described above, Town shall provide the City with all of the following “Services”: (1) 24-hour, 365-days per year police protection, response, prevention, law enforcement, investigation services, education, special event services, emergency response services (generally referring to action taken in response to an unexpected and dangerous occurrence in an attempt to mitigate its impact on people, property or the environment. Emergency situations can range from natural disasters to hazardous materials problems, transportation incidents and a wide range of manmade emergencies.), animal control, community justice, and dispatch services. Dispatch services shall include for Essex Rescue, Essex Junction Public Works, and Essex Junction Fire Department.

In the event that the Parties agree to modify the agreed upon level of service, either by increasing services provided, eliminating an existing service, or if the Essex PD seeks to expand services into another municipality, the Parties shall together agree upon a written description of the proposed change(s) and the rationale for the same. In addition, the Parties shall meet at a joint meeting of the Selectboard and City Council to discuss the budgetary and other consequences of any proposed change. If all Parties determine that the proposed change will not adversely affect the public good, will reasonably maintain public safety, and is fiscally prudent, the Parties may mutually approve the proposed change. No change in the agreed upon level of service shall occur within the contract term absent such mutual approval.

5. Personnel Management

All equipment and personnel necessary and proper for the performance of this Agreement shall be provided by the Town and all persons providing the Police Services shall be subject to the exclusive control, direction and supervision of the Town.

The Chief of the Essex PD (“Police Chief”) shall be an employee of the Town and shall be supervised by the Town Manager. However, the Town Manager shall seek input from the City Manager in the evaluation of the Police Chief and in the

hiring of any new Chief. The Town Manager shall also freely accept input and cooperate with the City Manager. Minimally, the Police Chief, Town Manager, and City Manager shall meet at least once every six months to discuss the status, quality and execution of Police Services by the Essex PD.

The Police Chief and City Manager shall cooperate in the creation, modification and execution of any City emergency response plans. The Chief shall have control over the execution of the emergency response plan.

6. Equity Inclusion Group.

The Town agrees to consider the recommendations of the Equity Inclusion Group. Should a Police Advisory Board (“Advisory Board”) be formed in the future, the City shall be afforded a number of seats on the Advisory Board that are proportionate to the total population served by the Essex PD.

7. Insurance.

The Essex PD shall at all times be covered under the Town’s general municipal liability insurance policy.

8. Compliance with Law.

The Essex PD shall at all times comply with all local, state, and federal laws, ordinances, orders and regulations in connection with its operations.

9. Necessary Actions.

The Town and the City hereby agree to take or cause to be taken such further actions, if any, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.

10. Bond.

The City shall continue to make payments, in the same manner as has been historically made, with the tax rate being established based on the budgeted bond payment for the year spread across the combined grand list of the two municipalities, on the Bond for the police station issued by the Vermont Municipal Bond Bank, 2017 Series 4 Refunding Bonds, in the current approximate total outstanding amount of Six Million One Hundred Forty-Six Thousand Six Hundred Eighty-Nine Dollars (\$6,146,689.00).

11. Termination.

A Notice of Intent to Terminate this Agreement must be delivered to the other Party Three (3) Years Prior to the end of either the Initial Term or Extended Term. Should one Party notify the other that it intends to terminate this Agreement, then the Parties agree to enter into a mediation with an agreed upon mediator and they shall split the costs of the mediation. The Parties shall mediate in good faith.

This Agreement may also automatically terminate upon any of the following events:

- a. The dissolution or insolvency of either of the Municipalities;
- b. The date by which the Parties have agreed and resolved that the City has established a municipal Police Department that performs the Services;
- c. The Parties enter into a new written agreement which expressly supersedes this Agreement.

12. Effects of Termination

Upon the termination of this Agreement all obligations of the Parties shall cease except for those obligations created by or pursuant to Sections 10 and 11.

13. Amendment.

This Agreement may be amended or modified by mutual written agreement of the Parties.

14. Notice.

Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

To the Town of Essex: Town of Essex
 Town Manager
 81 Main Street
 Essex Junction, VT 05452-3209

To City of Essex Junction:
 City of Essex Junction
 City Manager

2 Lincoln Street
Essex Junction, VT 05452

15. Governing Law; Severability

This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

16. Disputes.

In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.

17. Entire Agreement.

This Agreement represents the entire agreement between the Parties. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

18. Assignment; Binding Agreement.

Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

19. No Waiver.

No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

20. Captions.

The captions or marginal words are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provisions hereof.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

RIGHT OF FIRST REFUSAL AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the TOWN OF ESSEX, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTOR, in consideration of One and More Dollars paid to its full satisfaction by the CITY OF ESSEX JUNCTION, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTEE, does hereby GIVE, GRANT AND CONVEY unto the said CITY OF ESSEX JUNCTION, a right of first refusal on property known as 81 Main Street in the City of Essex Junction and more particularly described as being all and the same land and premises conveyed to the Town of Essex by Warranty Deed of Claude B. Gagne and Gerald C. Milot dated May 3, 1982 and recorded in Book 167 at Page 26 of the Essex Land Records ("Property").

In consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1) Grantor hereby unconditionally and irrevocably grants to Grantee the exclusive right of first refusal to purchase all or a portion of the Property, or any interest in the Property, on the terms and conditions contained in this Agreement.
- 2) In the event Grantor intends to accept a bona fide offer to sell the Property to a third party ("Offer"), it shall promptly give to the Grantee written notice of the terms of such contract. The written notice shall contain the material terms and conditions of the Offer, including, but not limited to, the name of the prospective bona fide transferee, the price, a description of the property to be transferred, the form of consideration, contingencies, and a copy of the contract.
- 3) In the event Grantor desires to sell the Property and does not have an Offer, the Parties may: a) together agree on the fair market value; b) use a mutually agreed upon appraiser to determine the fair market value of the Property; or c) each hire an independent appraiser and the appraisers shall together determine the fair market value of the Property. The appraisal costs shall be shared equally between the Parties.
- 4) Grantee shall have the option to purchase the Property on the same terms and conditions set forth in said contract or as determined in Section 3 above. Within sixty (60) days after the date it receives notice of the proposed sale or the fair market value is determined, Grantee shall either notify Grantor in writing that it will purchase the premises on the terms and conditions set forth or deliver to Grantor a written waiver of its right of first refusal in recordable form. In the event Grantee delivers to Grantor a written waiver of its right of first refusal in recordable form, or fails to respond to the notice of the proposed sale within sixty

(60) days, Grantor may thereafter sell the premises to the third party making the offer. If for any reason the premises are not sold to the third party, notice of any subsequent contract for the sale or conveyance of the above described property by Grantor shall be given to Grantee on the same terms and conditions for acceptance or refusal as set forth above.

- 5) If the transferred Property constitutes less than the entire interest of Grantor in the Property, then the terms and conditions of this Agreement shall remain in full force effect regarding any portion of, or interest in, the Property which was not part of the transferred Property.
- 6) In the event Grantee elects to exercise its right of first refusal and timely notifies Grantor thereof, it shall have not more than six months to close on said transaction. Grantor shall convey title via warranty deed in customary Vermont form, sufficient to convey to good and marketable title to the Property.
- 7) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, with signed notice of receipt; (b) five (5) days after having been sent by certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.
- 8) This right of first refusal shall be binding on the successors and assigns of Grantor and Grantee.
- 9) This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.
- 10) No modification, amendment, or deletion of this Agreement shall be effective unless in writing and signed by both Parties.

DATED at _____, Vermont this _____ day of _____, 20__.

TOWN OF ESSEX

By:
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At _____, Vermont, this _____ day of _____, 20__,
_____, duly authorized agent of the Town of Essex personally appeared, and

they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and the free act and deed of the Town of Essex.

Before me, _____
Notary Public

REAPPRAISAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 202_, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in County of Chittenden and State of Vermont, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, pursuant to 32 V.S.A. § 4041a, the Town has collected state reappraisal funds for properties located in the Town as well as for those now located within the City;

WHEREAS, the Town agrees to oversee and conduct a reappraisal for properties located in the Town and City using these reappraisal funds;

WHEREAS, the Town agrees to initiate and manage the reappraisal pursuant to 32 V.S.A. § 4041a;

WHEREAS, if the reappraisal funds are not sufficient to fully fund the reappraisal, the Town and City shall each contribute additional funds in proportion to each Municipality’s percentage of parcels;

WHEREAS, if there are residual funds in the Town’s reappraisal fund once the appraisal is completed, the residual funds will be distributed to the City and Town in proportion to each Municipality’s percentage of parcels;

WHEREAS, the Parties now wish to enter into this Reappraisal Agreement; and

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. The Town shall use the existing reappraisal funds to conduct a reappraisal of all properties located within the Town and the City.
2. The Town shall initiate and manage the reappraisal pursuant to 32 V.S.A. § 4041a, unless by mutual agreement of the Parties.
3. The reappraisal fund balance (“Reappraisal Balance”) shall be determined as of the date of the last payment by the State pursuant to 32 V.S.A. § 4041a to the Town which includes payment for parcels now located in the City.

4. If the Reappraisal Balance is insufficient to fund the reappraisal, the Town and City shall contribute additional funds in proportion to each Municipality's percentage of parcels.
5. The additional funds shall be due thirty (30) days after receipt of a detailed accounting and invoice.
6. If residual funds remain in the Reappraisal Balance at the conclusion of the reappraisal, the residual funds shall be distributed to the Town and City in proportion to each Municipality's percentage of parcels.
7. The residual funds shall be disbursed with a detailed accounting of the disbursement within thirty (30) days of the final payment for the reappraisal.
8. The City Board of Authority shall hear and address any tax appeals that arise from the reappraisal for properties that are located within the City.
9. The Town and City hereby agree to take or cause to be taken such further actions, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.
10. This Agreement may be amended or modified by mutual written agreement of the Parties.
11. Any notice required under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party.

To Town of Essex:	Town of Essex Town Manager 81 Main Street Essex Junction, VT 05452
To City of Essex Junction:	City of Essex Junction City Manager 2 Lincoln Street Essex Junction, VT 05452
12. This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be

affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

13. Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
14. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

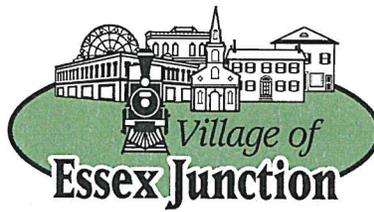
DATED this ____ day of _____, 2021.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent



MEMORANDUM

TO: Town of Essex Selectboard and Village of Essex Junction Trustees
FROM: Chelsea Mandigo, Stormwater Coordinator/Wastewater Operator
cc: Evan Teich, Unified Municipal Manager,
Gregory Duggan, Deputy Manager,
Marguerite Ladd, Assistant Manager
Jim Jutras, Water Quality Superintendent
Brad Luck, Essex Jct Parks and Recreation Director

CTM

DATE: September 8, 2021

SUBJECT: Summary of stormwater permit and funding Q&A related to separation

Issue: To summarize answers provided to Brad, from Chelsea and Jim, about Town and Village stormwater permit and funding as they relate to separation discussions by the Selectboard and Trustees.

Discussion: Below are answers to questions received from Selectboard/Trustees via Brad:

1) Given that the Village and Town share watersheds and thus stormwater permits, in Village independence, what changes?

A: The Village and Town only share watersheds. WE DO NOT SHARE PERMITS!). We each have OUR OWN INDIVIDUAL MS4 PERMITS issued by the State in which many of the requirements are the same for all MS4 towns in Chittenden County. We have however, created joint management and implementation plans since the watersheds in the Town/Village are the same as they relate to the permit requirements. In these management and implementation plans, capital projects are separated out by Town/Village municipal boundaries including costs.

In Village separation, we would have to change how permit required stormwater capital projects are funded as currently all money for these projects is through the Town with one account to fund all projects. The Town has also paid for Village Stormwater Coordinator education trainings, grant match money (if related to the permit related capital projects), shared summer interns and some other miscellaneous items, like water quality monitoring equipment.

It should also be noted there is no other community that we are aware of that has a set up where one community holds the capital project money for both. The other communities use cost share formulas and pay separately for joint projects. For the Town/Village it made sense to share costs when we were working towards merging but now that we are discussing separation it does not make sense to share stormwater costs when the Village has less of a financial reach (by almost half) to meet current permit requirements.

In summary, in separation the City would need a consolidated and established stormwater budget that includes capital project funding and that is not split into various places as it is now between Town and Village Public Works.

2) Are new permits needed?

A: NO, we are considered separate by the State and Federal governments.

3) Do the City and Town have to share the expense for mitigation efforts in each respective community or can this be done separately?

A: We can pay separately for mitigation efforts.

To explain further: Our management and implementation plans have costs separated out for each community, even though the plan to meet the set water quality targets was made jointly. Each community has their own phosphorus reduction targets set by the State. The Flow Restoration Plan which is also joint with VTRANS and Colchester have projects ID by community. If costs need to be shared on a project, there are ways we to calculate the cost/town which is how other towns in Chittenden County have completed joint stormwater projects in shared watersheds.

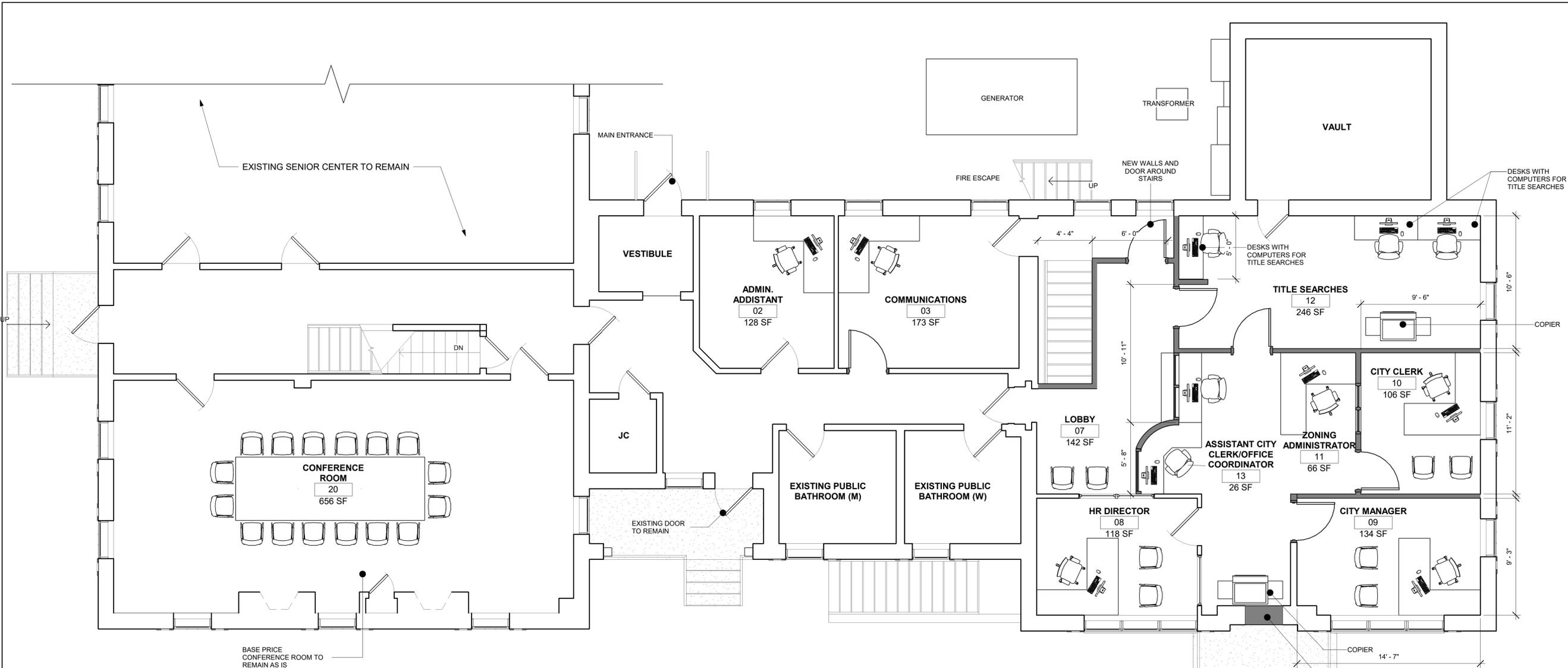
4) Does the joint stormwater committee continue?

A: Yes. There has been a lot of great brainstorming in this group which will be even more important when working in a "separated" setting.

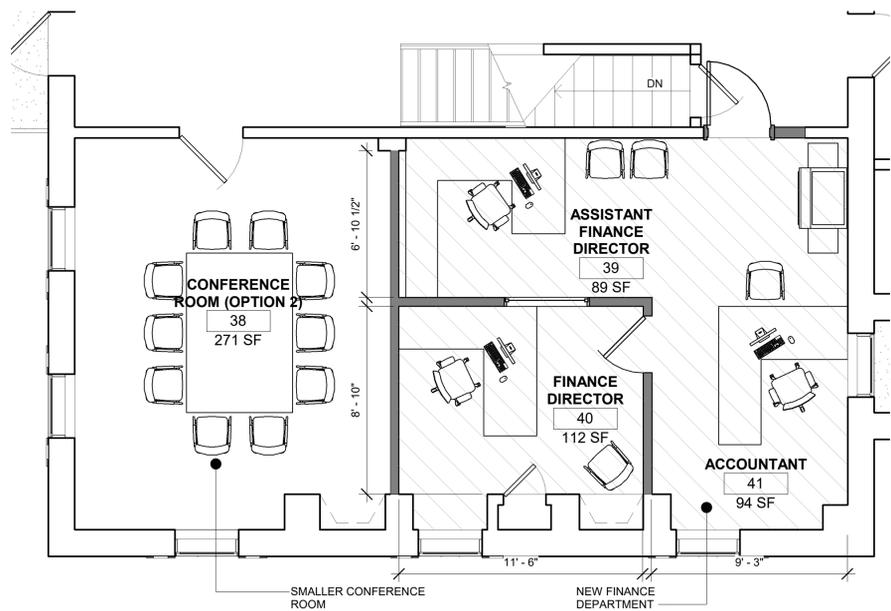
5) Is there any other information that should be considered?

A: Both the Town and Village will need to find a way to fund the next set of projects to meet the phosphorus reduction permit requirements as there is not enough money in the Town SW capital project fund. This is something that can be done separately as there are various paths that can be taken, and each community has a different reach to meet the requirements as noted earlier in this memo.

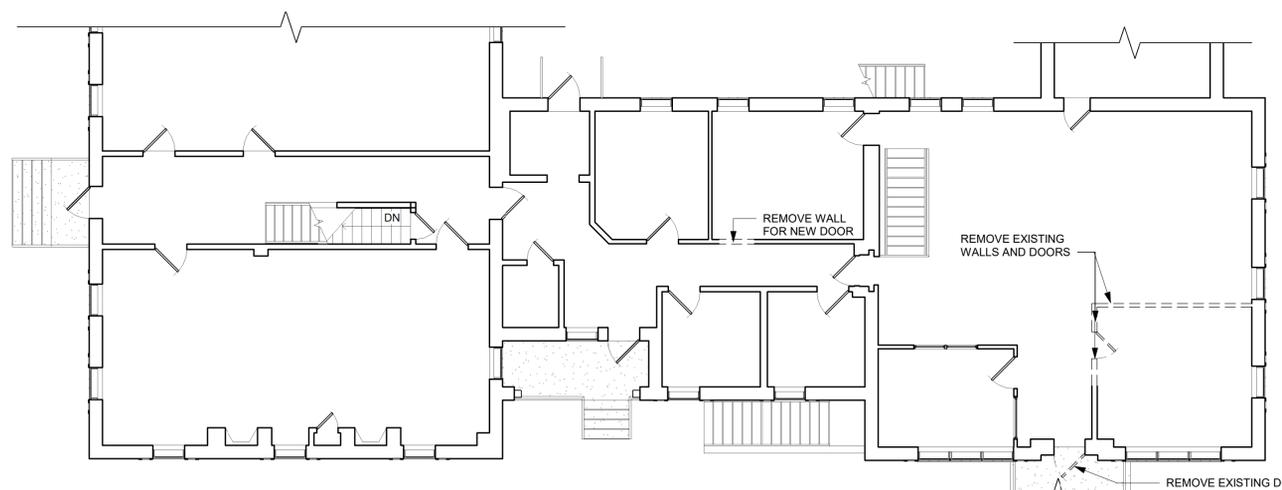
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1 PROPOSED OPTION 1
1/4" = 1'-0"



2 OPTION 1 ALTERNATE A (SMALLER CONFERENCE ROOM AND FINANCE DEPARTMENT)
1/4" = 1'-0"



3 OPTION 1 DEMO PLAN
1/8" = 1'-0"

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ARCHITECTURE
7 CARMICHAEL ST., ESSEX JUNCTION, VT 05452
P. 802.879.5153 | F. 802.872.2764 | SCOTTPARTNERS.COM

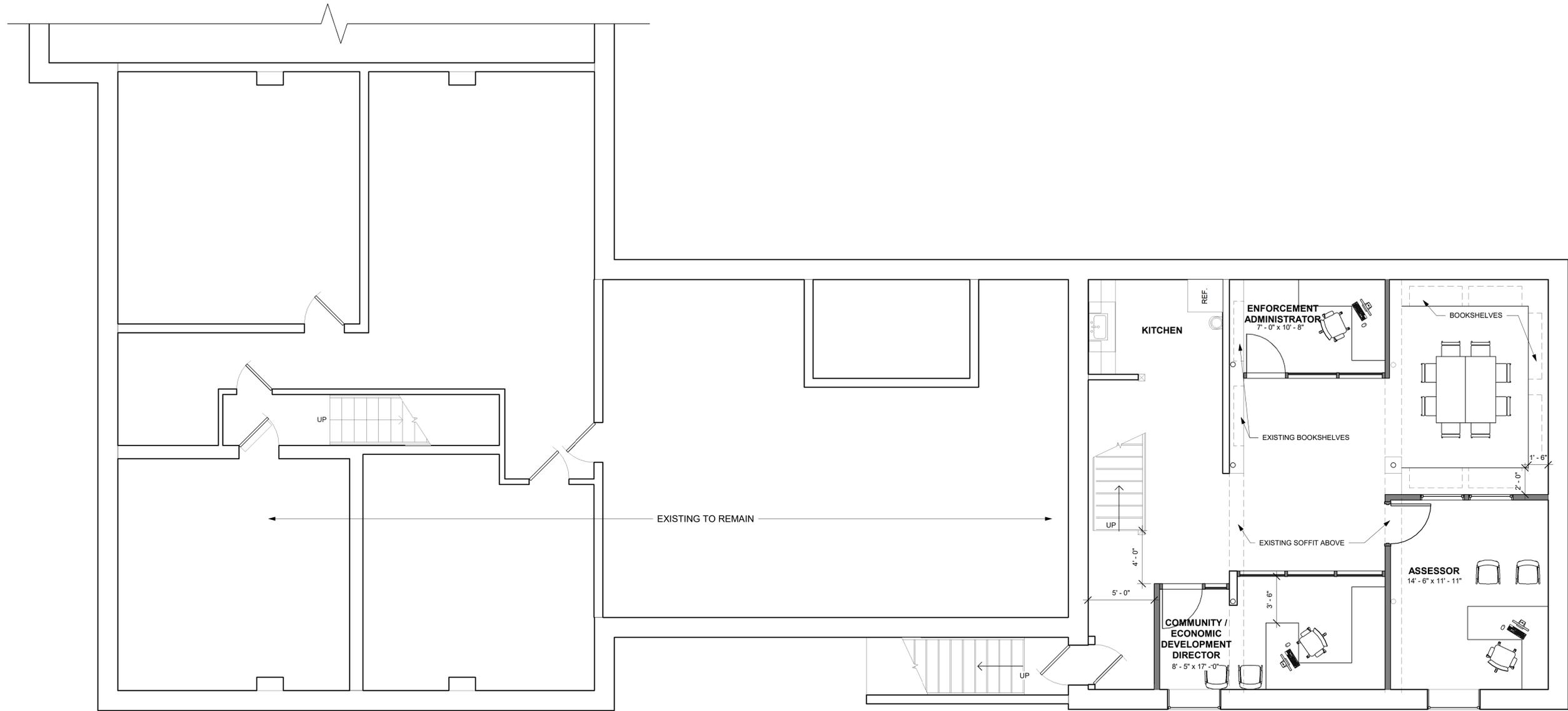
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2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

scale: As indicated
project no. 21-1457
checked by: JA
drawn by: NP/JN
date: 08/26/21

Date Revisions

sheet title:
PROPOSED
OPTION 1

sheet no.
A2.1



PROPOSED BASEMENT PLAN OPTION
 1-2
 1/4" = 1'-0"



project name:
LINCOLN HALL
2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

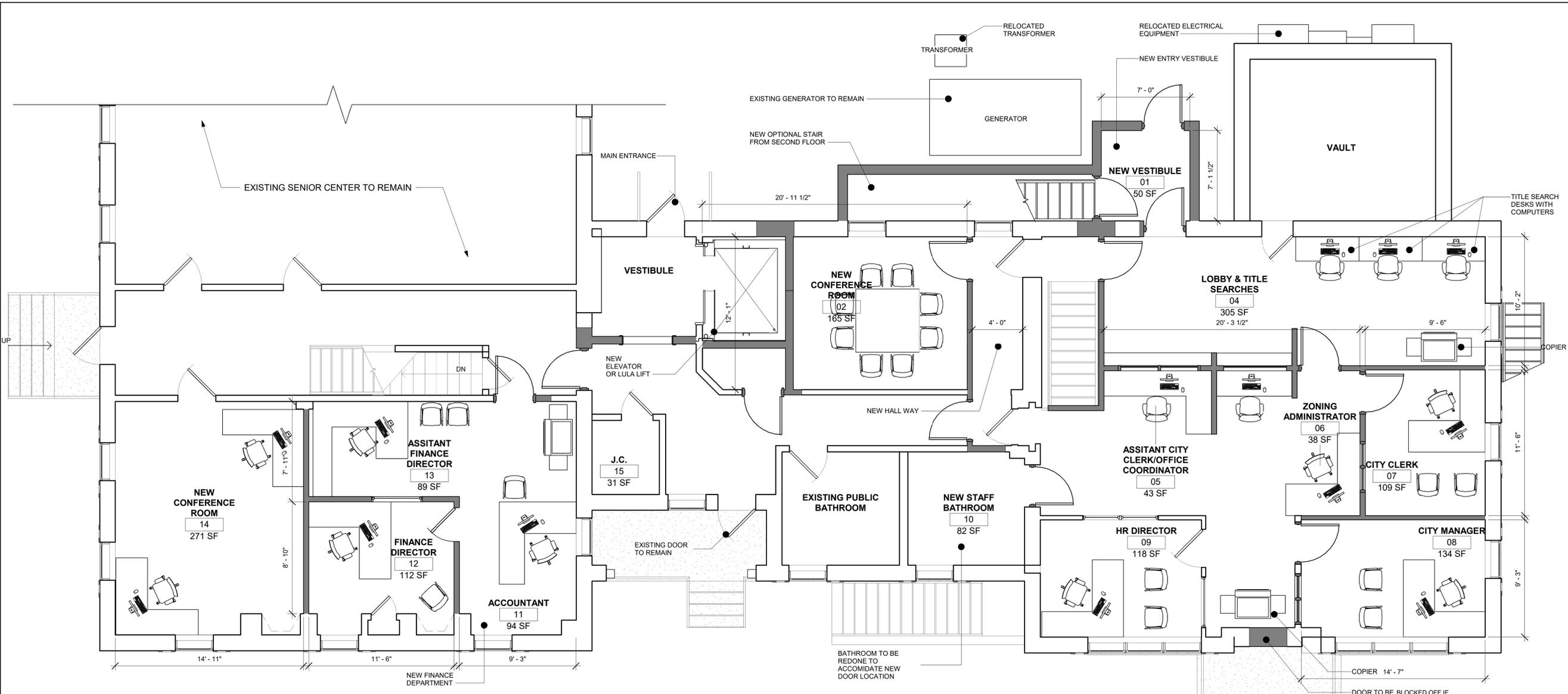
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 drawn by: NP/JN
 date: 08/26/21

Date	Revisions

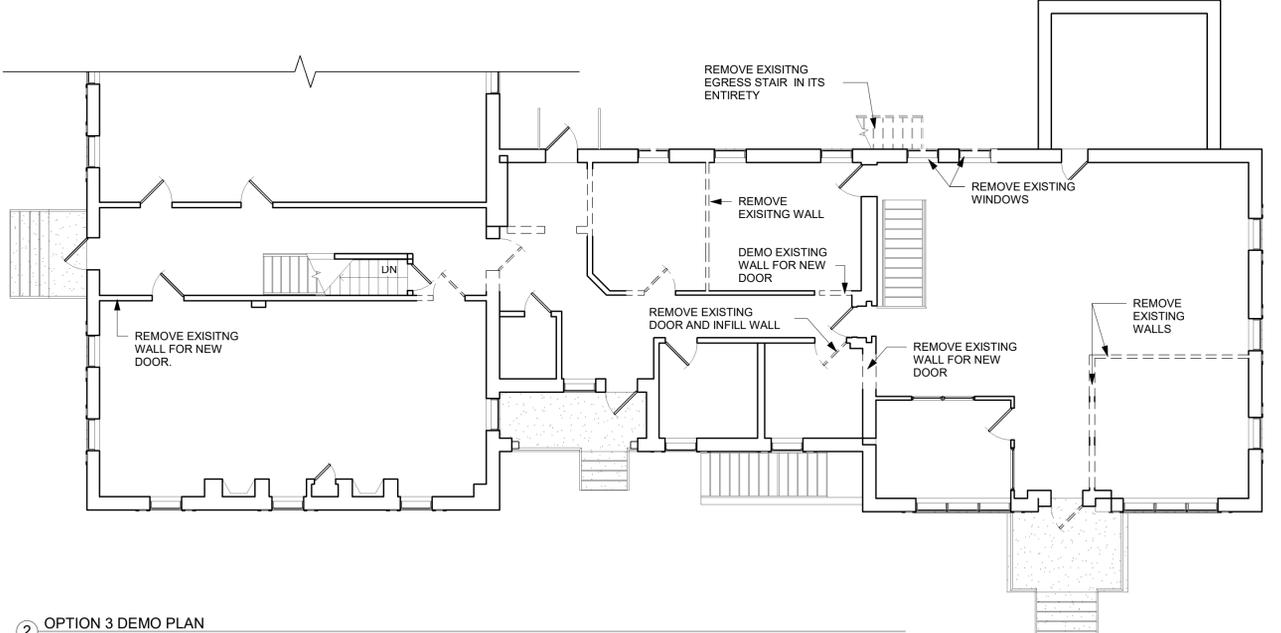
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OPTION 1 & 2

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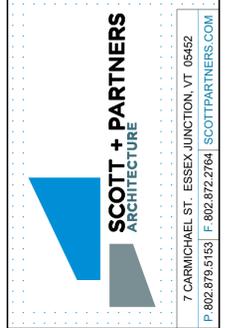
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1 PROPOSED OPTION 3
1/4" = 1'-0"



2 OPTION 3 DEMO PLAN
1/8" = 1'-0"



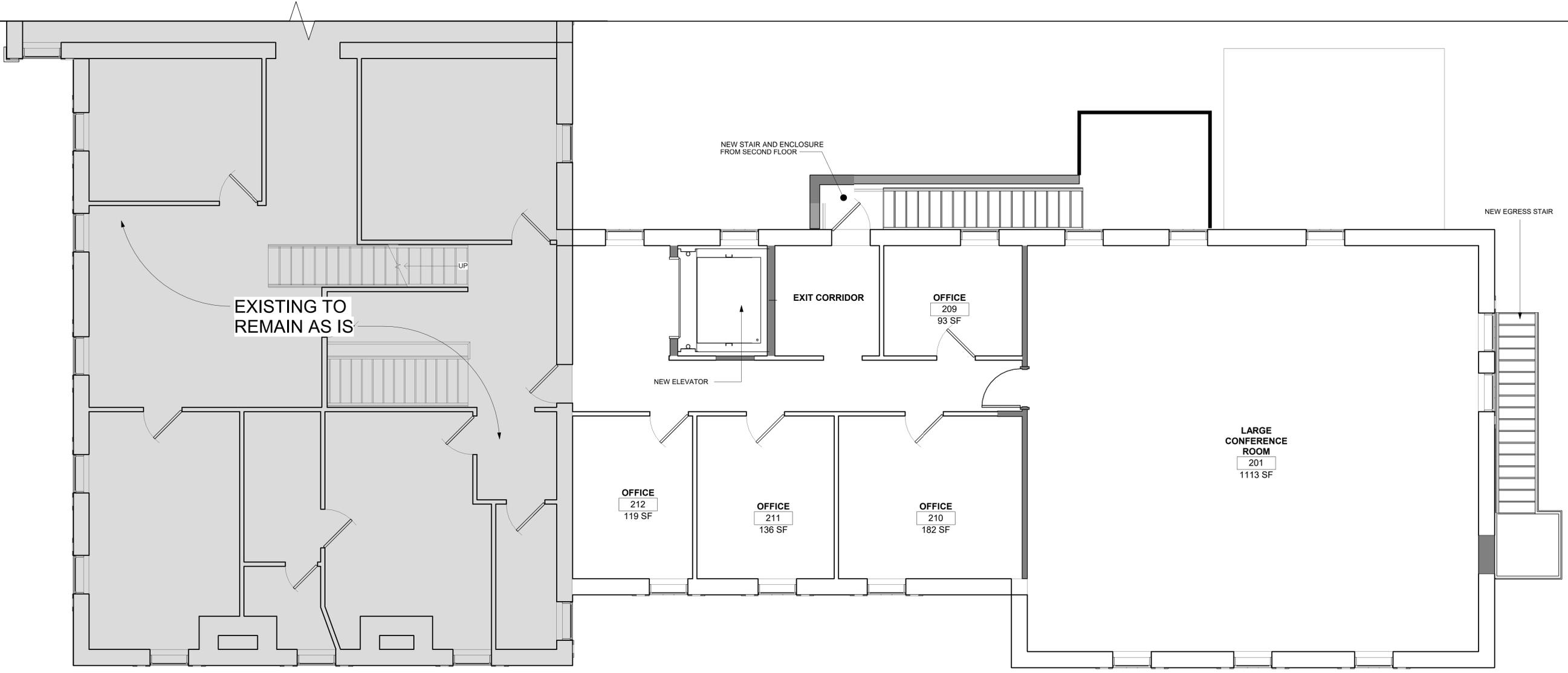
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drawn by: JN
date: 08/26/21

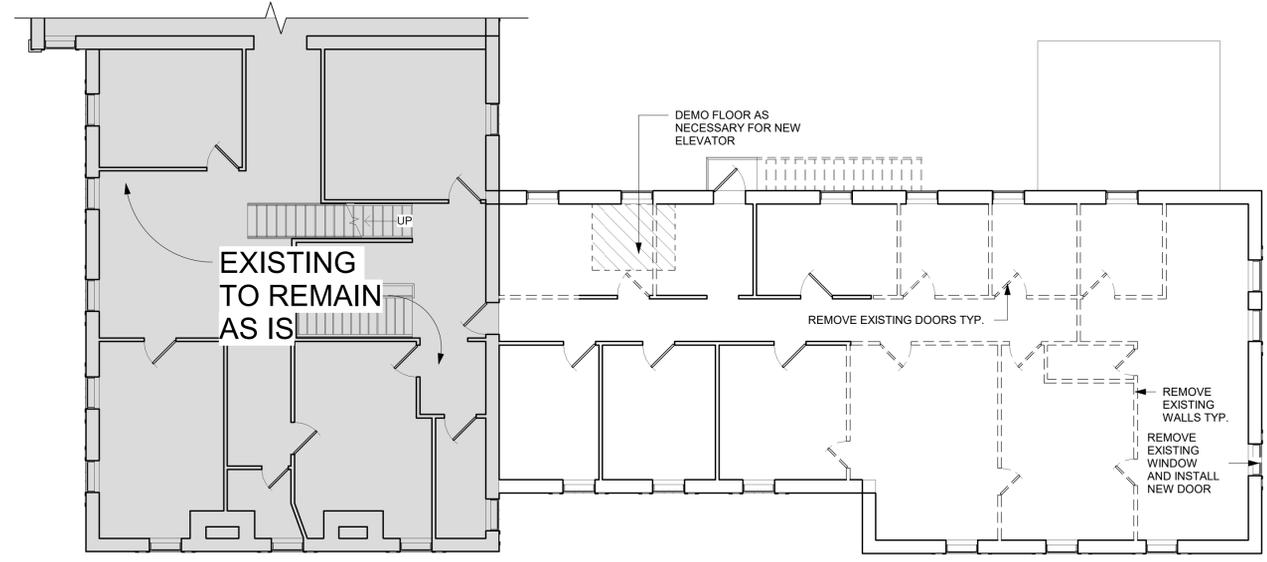
Date	Revisions

sheet title:
PROPOSED PLAN
OPTION 3

sheet no.
A2.7



② Second Floor Proposed Option 3
1/4" = 1'-0"



① SECOND FLOOR DEMO PLAN OPTION 3
1/8" = 1'-0"

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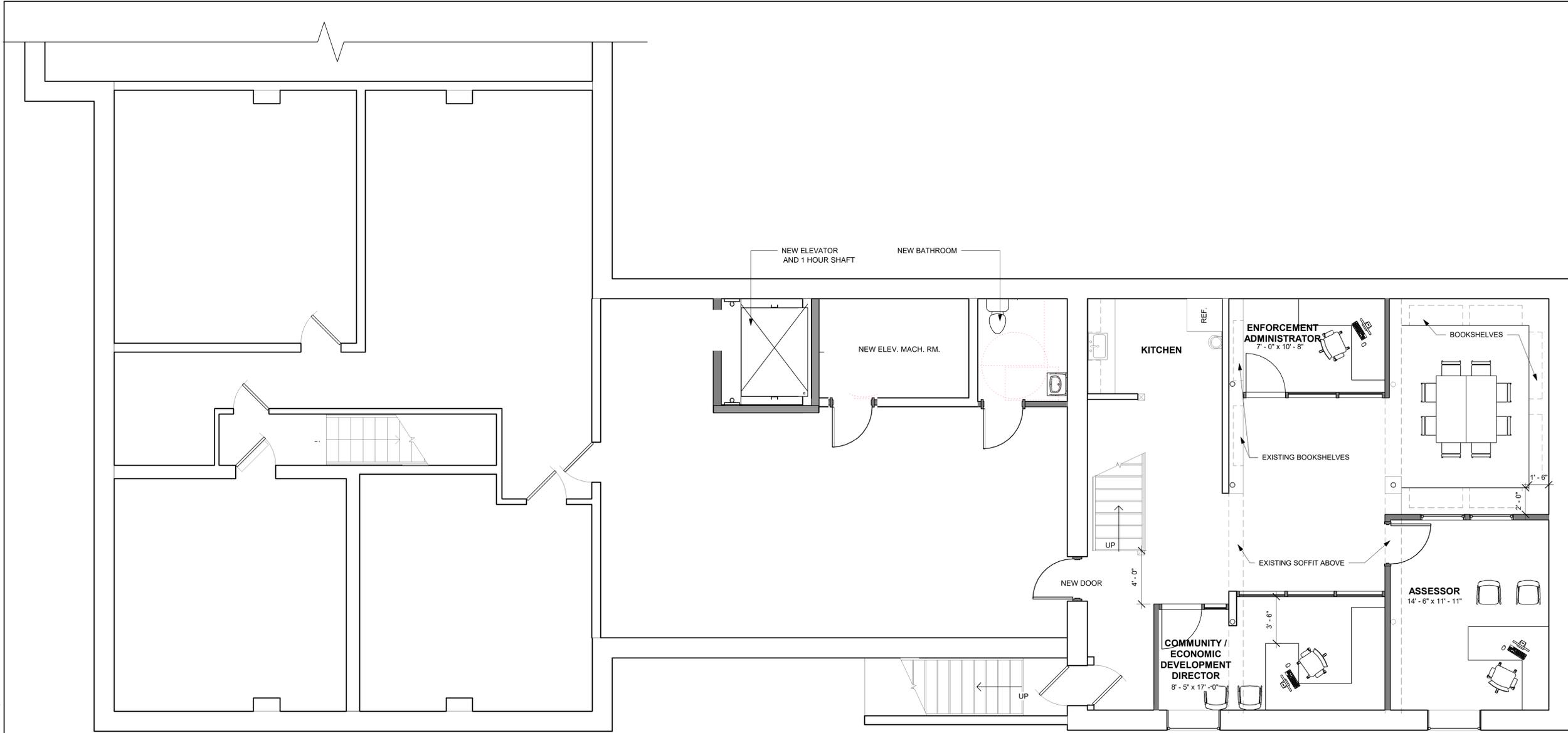
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2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

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project no. 21-1457
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date: 08/26/21

Date	Revisions

sheet title:
OPTION 3
SECOND FLOOR
PLANS

sheet no.
A2.8



1 PROPOSED BASEMENT PLAN OPTION 3
 1/4" = 1'-0"



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LINCOLN HALL
 2 LINCOLN STREET
 ESSEX JUNCTION, VT 05452

project name:

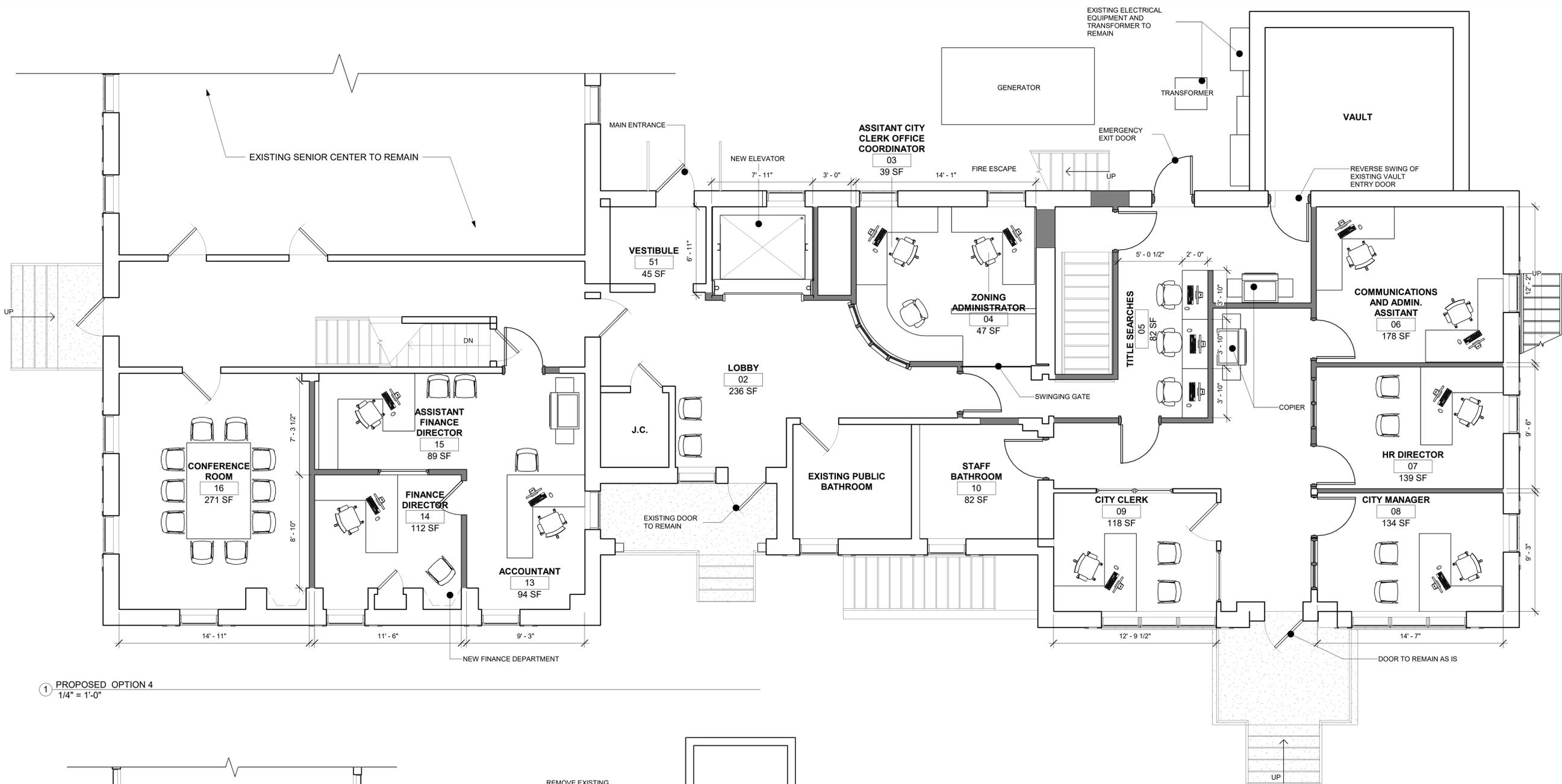
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 date: 08/26/21

Date Revisions

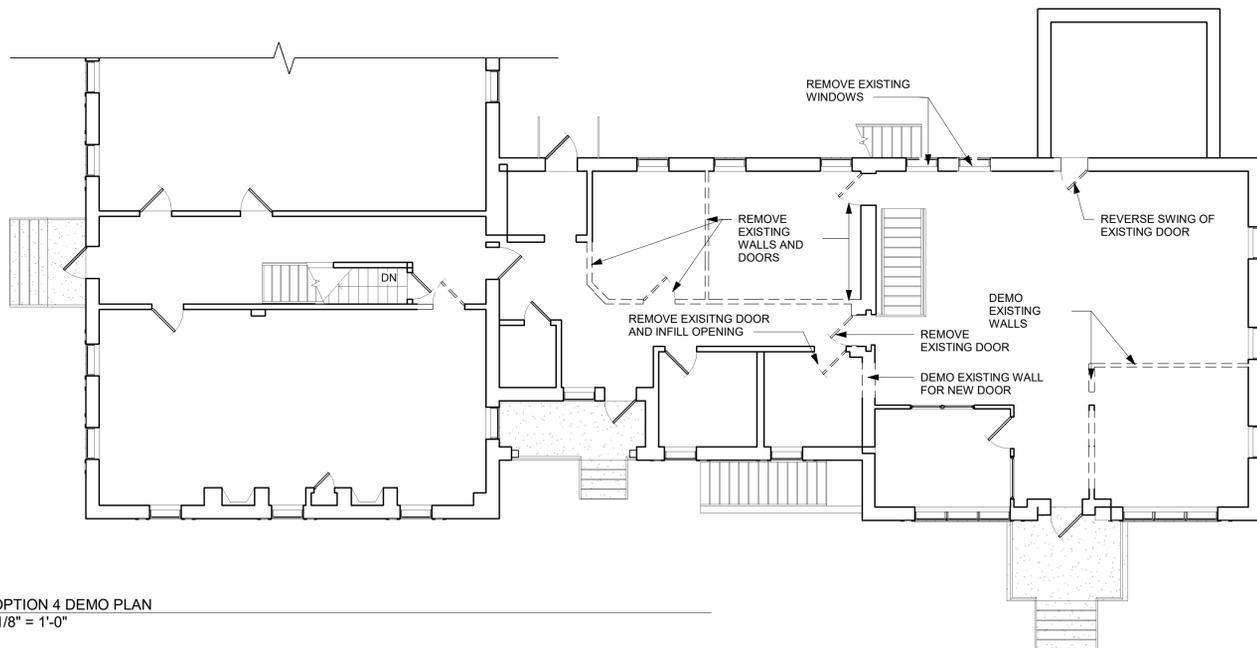
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 OPTION 3**

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1 PROPOSED OPTION 4
1/4" = 1'-0"



2 OPTION 4 DEMO PLAN
1/8" = 1'-0"

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project name:
LINCOLN HALL
2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

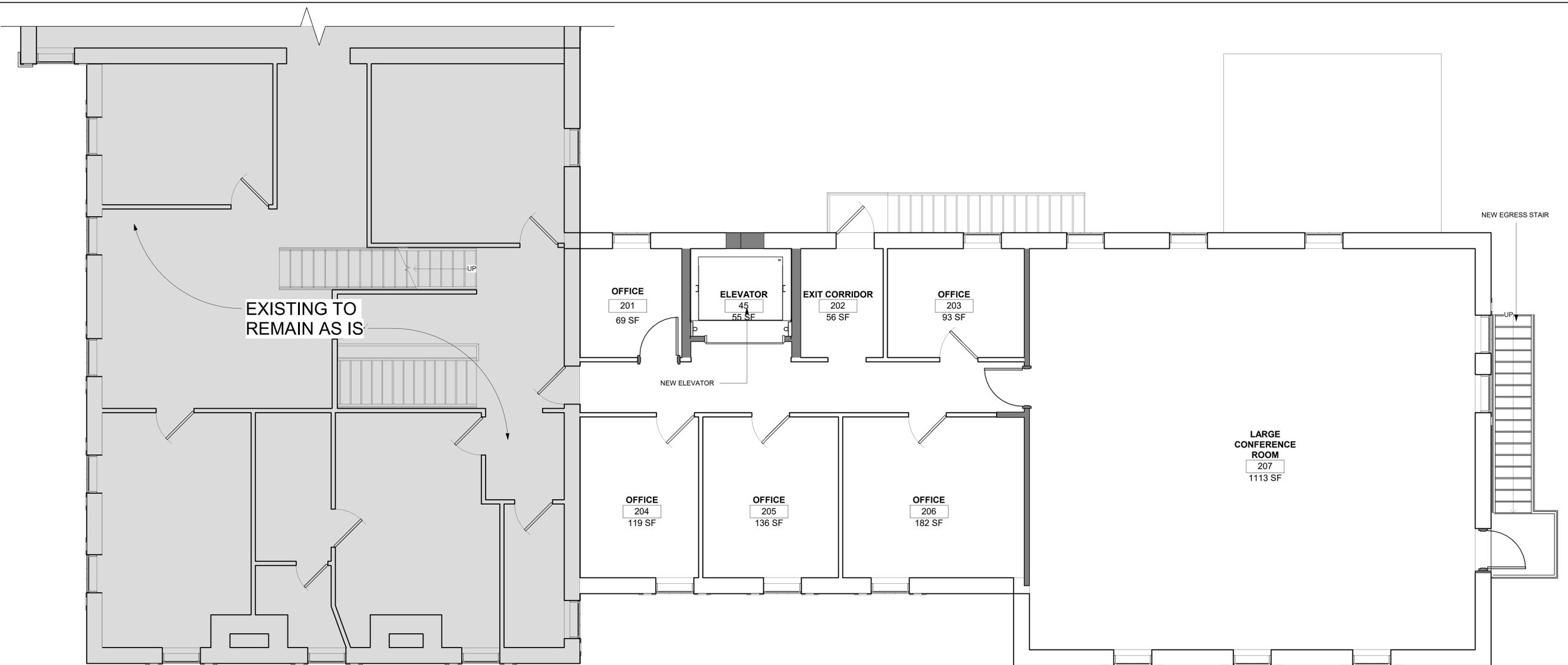
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Date	Revisions

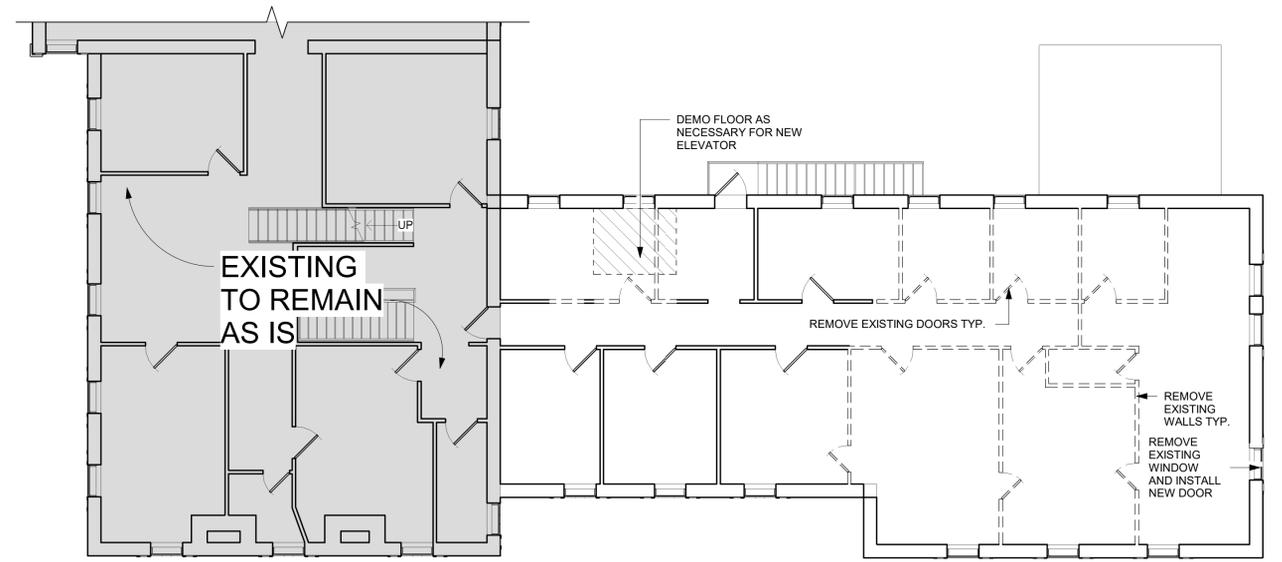
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OPTION 4 FIRST
FLOOR

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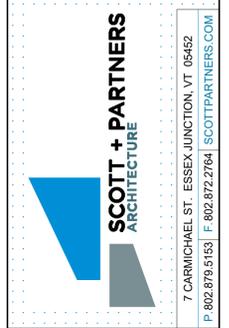
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1 Second Floor Proposed Option 4
1/4" = 1'-0"



2 SECOND FLOOR DEMO PLAN OPTION 4
1/8" = 1'-0"



project name:
LINCOLN HALL
2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

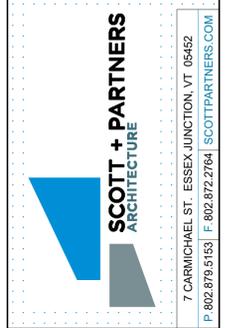
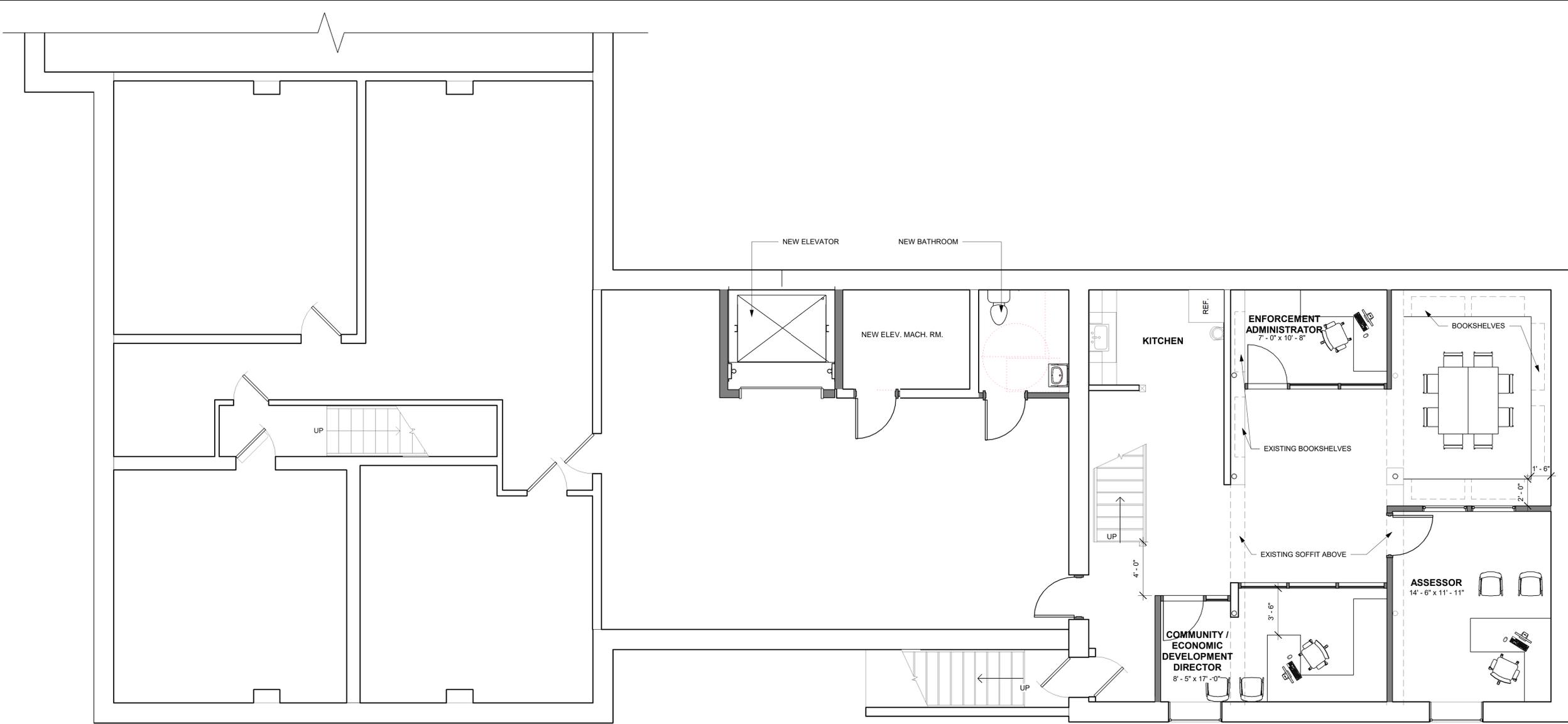
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Date	Revisions

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PROPOSED
SECOND FLOOR
PLAN OPTION 4

sheet no.
A2.11

1 PROPOSED BASEMENT PLAN OPTION 4
1/4" = 1'-0"



project name:
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2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

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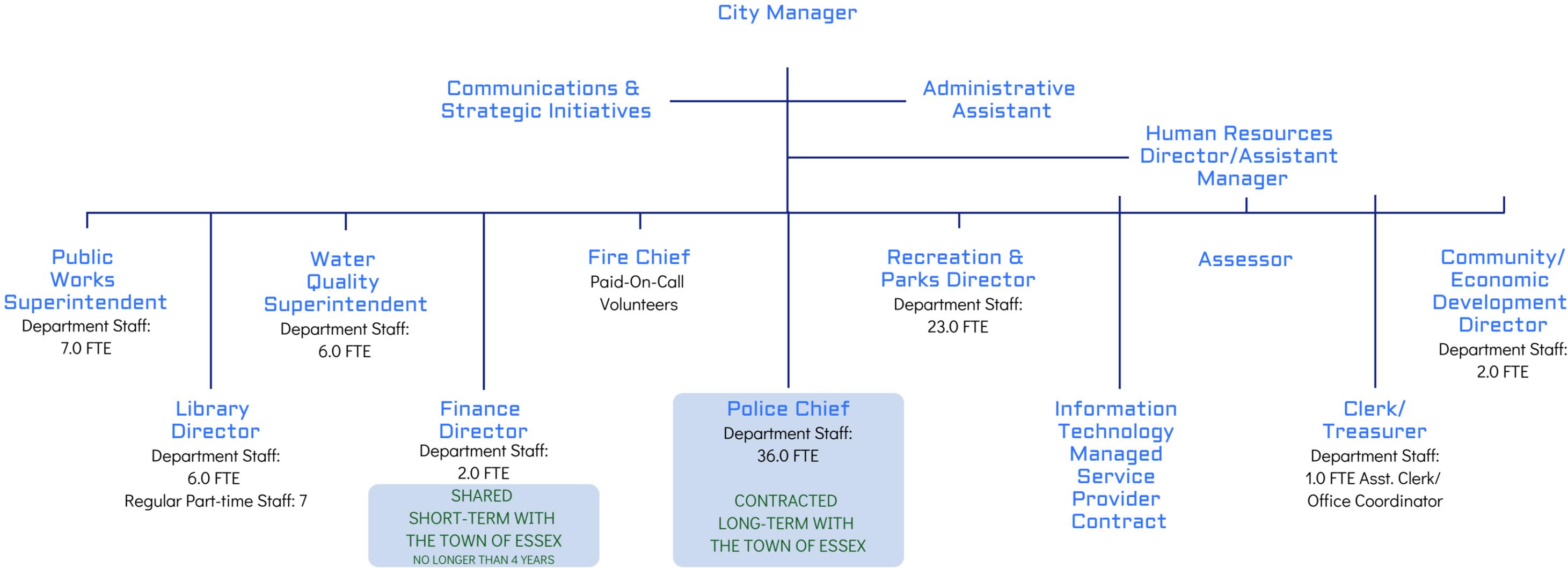
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PROPOSED BASEMENT PLAN OPTION 4

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A2.12

PROPOSED

Organizational Chart City of Essex Junction



New Hires/Contracts Related to Independence:

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

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



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?

At their August 24th meeting, the Trustees voted unanimously to hold the separation vote by mail-in ballot. Also, the polls will be open for voting on Tuesday, November 2nd, 2021 at Essex High School from 7 AM – 7 PM.

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).
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



Essex Junction Independence Frequently Asked Questions

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 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.



Essex Junction Independence Frequently Asked Questions

Village residents can 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.

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



Essex Junction Independence Frequently Asked Questions

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, the charter calls for a future governance commission. Specifically, the charter says, “Within three years after the approval of this 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.”

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



Essex Junction Independence Frequently Asked Questions

recreation services in general. We will update this answer once there is a decision regarding this topic.

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.



Essex Junction Independence Frequently Asked Questions

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.

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?

During the first year after the Charter is signed into law by the Governor, City residents will pay taxes to the Town of Essex. After that, any money paid to the Town would be only for a contracted service, paid for through the City budget, and through City taxes.” If the Village



Essex Junction Independence Frequently Asked Questions

separates, residents would receive only one tax bill that would include both 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.

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 through City taxes.

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 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 per capita 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 due to separation?

No and no. 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, regardless of whether separation happens.

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.

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



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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 designated areas—industrial zones—that have already been partially developed, have immediate access to utilities and transportation, concentrate growth away from areas



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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 is not involved with the project and separation will not affect it.



Essex Junction Independence Frequently Asked Questions

Is a local option tax part of separation?

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



Essex Junction Independence Frequently Asked Questions

not change this, nor would separation require any kind of reorganizing or restructuring of Essex Junction's building/permitting/zoning regulations.

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.



Essex Junction Independence Frequently Asked Questions

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. 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?

The Trustees have contacted the Vermont Agency of Commerce & Community Development to request that Essex Junction's Village Center and Neighborhood Development Area designations be transferred to the new city. The state's Downtown Development Board will review the request and make a ruling at the end of September.



Essex Junction Independence Frequently Asked Questions

I really just don't want to separate. I just want us to stay as one Town of Essex. Merger didn't happen, so why can't things just stay the way they are?

The Essex Junction Trustees firmly believe the imbalance of tax burdens between Village and Town residents is unacceptable in terms of good governance, and unsustainable in terms of our financial health and quality of life. Right now, Village households pay, on average, \$925 more per year to help support the Town of Essex government while also supporting their own local Essex Junction government services. With our current Village-Town arrangement, this disparity increases as the Town beyond the Village grows. If merger isn't possible, separation is the only permanent way to change the arrangement.

The development we've seen in the Five Corners area, and in other parts of the Village, needs to be managed carefully, which requires local investment. Our Village infrastructure – streets, bridges, culverts, sidewalks – needs constant monitoring and upkeep. To finance these costs, the Trustees must continually choose between raising taxes on already overburdened Village taxpayers, borrowing money, or putting things on hold with the hope that federal or state grants, or other revenue sources, will come our way. “Staying the same” – with no merger or separation – means this problem will only grow worse as the Town continues to draw more and more revenue from the Village to pay for its own needs outside the Village. Separation will redirect Village tax dollars to only pay for Village needs – like every other Vermont community – while still delivering tax relief to our citizens.

Isn't Essex Junction just an overlay district or special taxing district of Essex Town?

No. Like every other charter-incorporated city, town, or village in Vermont, Essex Junction is a full-service municipal government, empowered to raise taxes to provide all municipal resources its citizens require. The entire network of the Village's municipal service infrastructure – streets, sidewalks, bridges, water and sewer lines, parks, recreation, library, fire department, water treatment plant – was built by Essex Junction taxpayers and comes under the sole jurisdiction of the Essex Junction government.

The main difference for incorporated villages is that they must exist within the geographic boundaries of a town, and village citizens are considered citizens of the town and must pay property taxes to the town even if town services are not provided within the village. Incorporated villages exist all over Vermont.

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





Essex Junction Independence Frequently Asked Questions

Overlay districts and taxing districts are sections of cities and towns specially zoned for environmental or historic preservation purposes, or for providing a particular service unavailable to the rest of the community.

Like any other city or town, such as Winooski or the Town of Essex, Essex Junction has full authority to write ordinances, own municipal property, regulate its zoning and development, receive federal and state grants, and interact directly with county, state, and federal agencies.

All of Essex Junction's major services – fire, library, street department, water & sewer, parks & recreation – predate their counterparts in Essex Town. Essex Junction transferred control of its police department to the Town in the 1970s, with the understanding that it would serve the entire community, to avoid having its taxpayers fund a Village police department and a separate Town department.

Other than police, the Town of Essex provides some administrative and clerical services for the Village, such as the property assessor, liquor licenses, and health officer, and it pays some intergovernmental costs (such as county taxes) that Essex Junction would be required to pay as an independent city.

Why doesn't Essex Junction just dissolve its charter and force a merger with Essex Town?

The Vermont Legislature must approve changes to municipal charters, including dissolutions, and the Legislature would not allow Essex Junction to walk away from its debts, assets, contractual obligations, and other responsibilities by simply dissolving its charter.

The Town of Essex has never owned the Village's assets or properties, so it wouldn't automatically acquire them by default if the Village charter was dissolved. Nor would the Town be required to fund and operate Essex Junction's current municipal services, such as fire, library, and recreation.

The Legislature would dissolve Essex Junction's charter only if there were a comprehensive and binding legal agreement for an orderly transfer of assets and responsibilities between Essex Junction and the Town of Essex. The municipal merger charter that was rejected by Town voters earlier this year contained such an agreement.



Essex Junction Independence Frequently Asked Questions

There have been discussions about new personnel that would need to be hired if we became a city, like a Village/City Manager, CFO or other finance personnel, HR Director/Assistant City Manager and others. Are these positions going to be filled from current staff or will they be new employees and, therefore, added costs?

There will be a mix of continued positions and new positions. Staff in the current Town-Village unified administration would be eligible for all positions. The Trustees anticipate that a fully independent city government will require restructuring the current unified administration, and possibly creating a few new positions, but the overall cost to Essex Junction taxpayers is anticipated to go down. It is possible that the impact on Village taxpayers could be neutral or a slight increase, but this would depend on the extent of the restructuring.

Village taxes will change because Essex Junction property owners will no longer be taxed by Essex Town to help pay its administrative costs. Essex Junction residents will only be required to fund city services. The Trustees don't have a precise estimate yet, but they are confident the per-household cost savings should offset any new administrative costs.

Splitting the current Town-Village unified administration into two smaller administrations may require creating new positions, but it will also eliminate some positions and costs. For example, the Town of Essex information technology office currently has three full-time employees with a total budget of \$434,470. Such a large operation may be necessary to serve two governments, but estimates show that the new City could provide excellent IT service for much less than the Village's current \$182,477 (42%) share of the Town's IT expenditures. Larger size doesn't always create efficiencies. The Trustees believe there are other significant costs incurred from operating a large, unified administration that can be reduced or eliminated by separating from the Town of Essex.

If we separate, would we still have to go to the Town of Essex for a marriage license or a dog license? Would the Town Selectboard still handle issues with dogs?

No. With separation there would be a new City Clerk, who would offer all the same services that the Village Clerk once provided, with the addition of issuing marriage licenses and dog licenses. The City Council would have the responsibility for dog issues, including maintaining leash laws and hearing dog bite cases.



Essex Junction Independence Frequently Asked Questions

Are Town trucks going to come through a Village neighborhood to plow part of a road for houses located in the Town?

No. There are no Village or Town neighborhoods fitting that description. The only roads connecting the Village and Town are state highways: Routes 15, 117, and 2A. There are no secondary roads connecting Village and Town neighborhoods and no neighborhoods straddling the Village-Town boundary.

The Town has spent a lot of money renovating 81 Main Street. Lincoln Hall access and parking are challenging. How do staff feel about returning to Lincoln Hall? Will the Village/City want to build a new, more accessible office, possibly incurring more costs?

Village staff and the Trustees feel uniformly excited by the prospect of returning historic Lincoln Hall to its role as the vital hub of Essex Junction government. The Trustees anticipate that alterations to the building will be necessary to accommodate a larger staff and more public activity. We are also working with local developers to increase the number of nearby public parking spaces. The Trustees have always restrained their spending on the building out of concern that Village taxpayers are required to support Essex Town's capital expenditures as well as the Village's. If separation is successful, the overall cost savings would help fund Lincoln Hall renovations while still delivering a tax savings to Essex Junction property owners.

There are anti-separation and anti-merger folks in both the Village and the Town outside the Village. Currently the Boards are working together. What happens if we end up with "anti-whatever" people on one or both boards? How will that impact the shared services, particularly police?

Both the vote for separation and, if successful, consideration by the Vermont Legislature will occur before the Village and Town annual elections in the spring of 2022. Barring unforeseen circumstances, the current membership of the two boards will remain as it is through the pivotal periods of the Village's separation effort.

If the Village becomes a city, it's always possible that elected officials on either side could seek to overturn any inter-municipal agreements established by the current boards. But inter-municipal agreements, such as sharing the cost of the police, are structured to benefit both



Essex Junction Independence Frequently Asked Questions

sides. Newly elected officials seeking to overturn such an agreement for political purposes, and thereby impose unnecessary spending increases and/or decreases in service levels on their community, would likely face significant resistance by other board members and voters.

Does the Champlain Valley Expo pay taxes to the Village? What will happen if the Expo sells off or develops part of its land? And how much of the land is in the TOV and how much is in the Village?

The Expo is a tax-exempt property and is not part of the Village's or Town's grand list properties for taxation. This is because of state statutes regarding agricultural venues, and not a local decision. Because it pays no property taxes, the Expo's status won't affect any cost sharing agreements between Essex Junction and Essex Town.

The Expo provides Essex Junction \$15,000 annually as a payment in lieu of taxes (aka PILOT), and it frequently makes its land and buildings available for public use--the most recent example being its serving first as an alternate hospital, then a testing site, and then a vaccination site throughout the pandemic.

All of the Expo's property is within Essex Junction. Any subdivision and sale of its properties would occur within the city boundaries, and any new opportunities for property tax assessments would be available only to the city.

How will the timing work for mail-in ballots for voters who are deployed? Currently it takes about 3 to 4 weeks for mail to get to service members overseas, and 3 to 4 weeks to get back. If the vote is November 2nd, will there be enough time for them to vote absentee?

For most deployed military personnel and civilians overseas, ballots are emailed. Once they receive it they must print the ballot out, mark it with their vote, and then mail it back via regular mail. Deployed service members should put in a request for a ballot to be sent to them electronically in order to get the ballot delivered as soon as possible after it is ready.

Deployed service members can request an electronic ballot by contacting the Village/Town Clerk's Office at 802-879-0413 or clerk@essex.org. Requests can be made now, no need to wait. The [Vermont Secretary of State's Office](#) has more information about early and absentee voting.



Essex Junction Independence Frequently Asked Questions

Who does what? I live in the Village but I'm confused about who provides my local services: Essex Junction or Essex Town? Please tell me which government provides the services I use and depend on.

- Street and Sidewalk Plowing and Maintenance – **Essex Junction**
- Maple Street Park and Cascade Park – **Essex Junction**
- EJRP Daycare, After School Care, Rec Programs – **Essex Junction**
- Brownell Library – **Essex Junction**
- Senior Center/Senior Bus – **Essex Junction & Essex Town**
- Police – **Essex Town**
- Fire Department – **Essex Junction**
- Water/Sewer Line and Infrastructure Maintenance – **Essex Junction**
- Wastewater treatment – **Essex Junction**
- Community Development and Planning – **Essex Junction**
- Building permits & Zoning Variances – **Essex Junction**
- Business Licenses – **Essex Junction**
- Marriage Licenses, Dog Licenses, Liquor Licenses – **Essex Town**

Will there be any changes to the fire department? To Essex Rescue?

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. Essex Rescue is an independent organization that will not be affected by separation. Currently the Town pays Essex Rescue for its services to both the Village and Town outside the Village. If separation occurs, the new City would pay Essex Rescue directly for those services.

What will happen to the fire truck we bought jointly with the Town if we separate?

The fire truck was purchased by Essex Junction and will remain with the Essex Junction Fire Department.



Essex Junction Independence Frequently Asked Questions

Will the two fire departments still assist each other when needed?

Yes, Essex Junction's mutual aid agreement with Essex Town, and other communities in Chittenden County, will continue.

How are public spaces going to change?

All public spaces and facilities currently owned by Essex Junction and Essex Town will continue to be open to the public as they've always been.

How are departments going to change?

No changes are anticipated for major departments such as fire departments, police, parks, public works, libraries, etc. Essex Junction will need to expand a few of its administrative services, such as finance and billing, to compensate for the loss of administrative services presently shared with Essex Town. These changes are expected to be minor.

Would becoming a city be a phased-in process?

Part of the administrative transition from Village to City may occur over several years, which means some of the cost impacts would be phased in.

Essex Junction's total municipal tax rate is \$0.86, which is third highest of the large communities in Chittenden County. Essex Town's tax rate, outside the Village, is \$0.54, which is the second lowest. The Tax rate is the number that's multiplied times a homeowner's property value to determine their tax bill. Although exact numbers can't be known at present, estimates show that Essex Junction will have an overall reduced tax burden and tax rate after separation, if current municipal operations and services are kept running at present levels, that will be comparable to other Chittenden County municipalities.

How would separation affect our tax dollars? Will our taxes go up?

Present estimates show that taxes will go down in Essex Junction. This is because Essex Junction property owners and businesses will no longer be required to pay for services in Essex Town, outside of Essex Junction. Municipal taxes collected within Essex Junction will exclusively pay for Essex Junction's municipal services and costs.



Essex Junction Independence Frequently Asked Questions



Essex Junction Independence Frequently Asked Questions

Besides money and taxes, what are some of the other reasons for separation?

Essex Junction is one of Vermont's fastest growing communities, according to the 2020 U.S. census report. Much of that growth is due to Essex Junction's excellent community planning and development strategy, which envisions a compact but dynamic, diverse, pedestrian-friendly downtown surrounded by well-maintained, walkable, safe neighborhoods. The Village has achieved this success while also financially supporting growth and development in Essex Town, which has an entirely different development strategy that doesn't include the Village. An independent city government can focus its full attention on managing growth within the four square miles of Essex Junction without concern for having local resources drained away by a neighboring government.

An independent city will also have a higher degree of control over municipal regulations and taxes within Essex Junction, and will be more competitive for investment. Right now, businesses considering locating in Williston, Colchester, or Essex Town outside the Village know they'll only pay taxes to one local government; businesses locating in Essex Junction know they'll pay taxes to the Essex Town government as well as the Essex Junction government. Becoming an independent city will make Essex Junction more affordable for businesses.

CITY OF ESSEX JUNCTION, VERMONT

CHARTER

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; 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 receive and pay for consolidated services with the Town of Essex for administration, assessing, clerk/treasurer, finance, information technology, police, public works, and stormwater. The City Council shall set a tax rate and collect taxes to meet the obligations for the City's share of the Town of Essex municipal operations and all of the City of Essex Junction municipal operations 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. The taxes collected by the City for the Town of Essex shall be paid to the Town of Essex in two equal installments no later than October 15 and April 15. 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 of 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, shall propose and warn in the manner pursuant to this Charter, the first annual budget of the new City of Essex Junction for consideration by the voters at the first annual meeting.

§ 106 Budget and Administration

Following the approval of the Charter by the Legislature, the City Manager will propose a budget for the City for the next fiscal year that addresses proper service levels, contractual obligations, capital projects, and debt, and that reflects any changes related to the incorporation of the City of Essex Junction.

§ 107 Separation of City and Town Department Transitional Provisions

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

§ 108 Planning and Development

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

§ 109 Appointed Commission and Committee Members

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

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

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

§ 111 Personnel

- (a) On the effective date of this Charter, all employees of the Village of Essex Junction shall become employees of The City of Essex Junction and any and all employment contracts of the Village shall be assumed by the City unless otherwise terminated, re-

executed or renegotiated. Any and all personnel policies and regulations adopted by the Village shall become policies and regulations of the City of Essex Junction until further repealed, amended, or restated.

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

§ 112 Finances

- (a) Upon the effective date of this Charter, the City of Essex Junction shall adopt any and all portions of the Town of Essex Grand List for properties located within the borders of the City. Any and all property tax payments due and delinquencies incurred for the Village of Essex Junction prior to the effective date of this Charter shall be payable to the Town of Essex. Upon the effective date of this Charter, any City taxes due and delinquencies incurred shall be payable to the City.
- (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 Village of Essex Junction shall hereby be assigned to the City of Essex Junction.

§ 113 Future Governance Commission

Within three years after the approval of this 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 its corporate limits, shall now 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 otherwise 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 § 304(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 be determined by a vote of the Council. 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 \$1,500.00 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 City 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 Charter 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.

§ 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 clarity and precision 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.

§ 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 five permanent, self-perpetuating Library Trustees shall function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925. 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. 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 the 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 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 a 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.

§ 1403 Superseding Language

This City of Essex Junction shall be formed notwithstanding the following language (“Notwithstanding the provisions of any other municipal charters, territory within the corporate limits [of the Town of Essex] shall not be annexed to or become a part of any other municipal corporation except by annexation procedures as set forth in the statutes of the State of Vermont.”) contained in 24App. V.S.A. c. 117 § 101.

Memorandum

To: Board of Trustees; Evan Teich, Unified Manager

From: Marguerite Ladd, Assistant Manager

Re: Updating the Village Meeting Policy

Date: September 9, 2021

Issue

Reviewing and discussing updates that may be needed in the Village Meeting policy

Discussion

The Trustees have discussed meeting policy and would like to discuss potential updates to the current Village Meeting Policy.

Recommendation

This is for informational purposes

**VILLAGE OF ESSEX JUNCTION
TRUSTEES' POLICY
REGARDING TRUSTEES' MEETINGS**

PURPOSE: To provide guidance in regard to legislative, administrative, and citizens' participation at meetings of the Village Trustees.

Section 1. Meetings

All meetings shall be open to the public at all times, except as provided in 1 V.S.A. 313 in regard to executive sessions. In accordance with Section 2.08 of the Village Charter, "The Trustees shall meet regularly at least once in every month at such times and places as the Trustees may prescribe by rule."

- a. **Regular Meetings:** Regular meetings of the Board of Trustees shall be held on the second and fourth Tuesday of every month at 6:30 PM in the Village conference room, unless otherwise agreed to by the Village Trustees.
- b. **Special Meetings:** In accordance with Section 2.08 (a) of the Essex Junction Village Charter, "Special meetings may be held on the call of the President and two other members and, whenever practicable, upon no less than 48 hours notice to each member." In accordance with 1 V.S.A. 312 (c)(2), "The time, place and purpose of a special meeting subject to this section shall be publicly announced at least 24 hours before the meeting."
- c. **Emergency Meetings:** In accordance with 1 V.S.A. 312 (c)(3), "Emergency meetings may be held without public announcement, without posting of notices and without 24-hour notice to members, provided some public notice thereof is given as soon as possible before any such meeting."

Section 2. Agenda

- a. The agenda for each regular meeting shall be prepared under the direction of the Village President and Manager, and it shall contain only such matters of Trustee business as have been presented, delivered, or requested of the Manager not later than Noon of the Thursday preceding the regular meeting. Individuals or parties shall be encouraged to put their request(s) in writing. The Village President and Manager determine whether an item belongs on the Consent Agenda. A Consent Agenda is a practice by which the mundane and non-controversial board action items are organized apart from the rest of the agenda and approved as a group. This includes all of the business items that require formal Trustee approval but no discussion before taking a vote. Examples include: approval of the minutes, bill list, final approval of proposals or reports that the board has been dealing with for some time, reports provided for information only and correspondence requiring no action. Items may be removed from the

Consent Agenda on the request of any one Trustee and placed on the regular agenda. Items not removed may be adopted by general consent without debate.

- b. No request for an item to be added to the agenda will be unreasonably withheld. However, it is recognized that an agenda item may be scheduled for a future meeting in order to allow staff adequate time to perform necessary research and/or for time management purposes.

When Trustees are contacted directly by a citizen either by phone, email or in person and that citizen is making a request for the board's consideration, the Trustee will specify that they are able to listen to the request and/or concern, but shall not comment or make a commitment to that citizen. Rather, the Trustee(s) shall indicate that the board works together to resolve issues for our citizens and will refer that person's request to the Manager's office for consideration by the Village Manager, Village President, and if necessary, by the other trustees for placement on the board's agenda.

- c. In accordance with 1 V.S.A. 312 (d), "The agenda for a regular or special meeting shall be made available to the news media or concerned persons prior to the meeting upon specific request."

Section 3. Business

- a. Business shall be taken up for consideration of the Trustees and disposed of in the following order, unless otherwise agreed by the Trustees:

- I. Pledge of Allegiance to Flag
- II. Agenda Additions/Changes
- III. Guests/Presentations
- IV. Old Business
- V. New Business
- VI. Village Manager's Report
- VII. Trustees' Comments & Concerns/Reading File
- VIII. Consent Agenda
- IX. Executive Session
- X. Adjourn

Section 4. Quorum

- a. A majority of three Trustees shall constitute a quorum. Within twenty (20) minutes of the call for any meeting if a quorum is not present, any lesser number present shall adjourn the meeting.

Section 5. Chairperson

- a. The Village President shall be the chairperson of all meetings as prescribed by the Village Charter. In the absence of the Village President, the Vice President shall be elected chairperson for the meeting involved and be vested with all of the same

powers and duties as the Village President. The chairperson shall, however, be the parliamentarian of the meetings, and all questions of procedure shall be settled by the parliamentarian using Robert's Rules of Order.

Section 6. Public Participation

- a. At an open meeting, the public shall be given a reasonable opportunity to express its opinion on matters considered by the public body during the meeting. Any person or party desiring to present evidence, petition the Trustees, or make statements for the Trustees' consideration shall first wait until the agenda item is scheduled to be discussed and seek to be recognized by the chairperson. Upon recognition, the person or party shall state their names and addresses. All persons addressing the Trustees shall present their information and material as concisely as possible in accordance with rules established by the chairperson.
- b. Any person making personal, impertinent, boisterous, or slanderous remarks at the Trustees' meetings shall be asked to leave the meeting by the chairperson. If a person does not voluntarily comply, the chairperson may call the police in order to restore order.

Section 7. Motions

- a. No resolution, rule, regulation, appointment, or formal action shall be considered binding except as taken or made at such open meeting, except as provided under 1 V.S.A. 313 (a) (2) in regard to the negotiating or securing of real estate purchase options. The Trustee who has moved the adoption of any ordinance, resolution, or motion shall be accorded the privilege of being allowed to close the debate on the subject or call for the question.

Section 8. Voting

- a. In accordance with Section 2.08 of the Village Charter, "Voting, except for procedural matters, shall be by roll call and the ayes and nays shall be recorded in the minutes. No action of the Trustees, except as otherwise provided in Section 2.05 of the Village Charter, shall be valid or binding unless adopted by the affirmative vote of three (3) or more members of the Trustees." All members of the Board of Trustees including the President shall vote upon all items of business unless said voting would cause that Trustee a conflict of interest. The Village Manager shall have the right to participate in any and all discussions for debate by the Village Trustees but shall not have any right to vote.

Section 9. Minutes

- a. In accordance with 1 V.S.A. 312 (b)(1), "Minutes shall be taken of all meetings of public bodies. The minutes shall cover all topics and motions that arise at the meeting and give a true indication of the business of the meeting. Minutes shall include at least the following minimal information:
 - a. All members of the public body present;

- b. All other active participants in the meeting;
- c. All motions, proposals and resolutions made, offered and considered, and what disposition is made of same; and
- d. The results of any votes, with a record of the individual vote of each member if a roll call is taken.”

In addition, any Trustee may request the privilege of having an abstract of his/her remarks on any subject discussed at the meeting, not to exceed 100 words, entered into the minutes. If the majority of the Trustees approve said request, he/she thereafter shall prepare in writing such an abstract and shall submit it to the Clerk who shall enter the same in the minutes.

Adopted by the Village Trustees on September 8, 1998. Amended on 3/11/08 and 10/13/09.

VLCT MODEL RULES OF PROCEDURE FOR MUNICIPAL BOARDS, COMMITTEES, AND COMMISSIONS

A. PURPOSE.

The [*board, council, committee, or commission*] of [*municipality*], is required by law to conduct its meetings in accordance with the Vermont Open Meeting Law. 1 V.S.A. §§ 310-314. Meetings of the [*board, council, committee, or commission*] of [*municipality*] must be open to the public at all times, except as provided in 1 V.S.A. § 313.

B. APPLICATION.

This policy setting forth rules of procedure shall apply to the [*board, council, committee, or commission*] of the [*municipality*], which is referred to below as “the body.” These rules shall apply to all regular, special, and emergency meetings of the body.

C. ORGANIZATION.

1. The body shall annually elect a chair and a vice-chair. The chair of the body or, in the chair’s absence, the vice-chair shall preside over all meetings. If both the chair and the vice-chair are absent, a member selected by the body shall act as chair for that meeting.
2. The chair shall preserve order in the meeting and shall regulate its proceedings by applying these rules and making determinations about all questions of order or procedure.
3. A majority of the members of the body shall constitute a quorum. If a quorum of the members of the body is not present at a meeting, no meeting shall take place.
4. No single member of the body shall have authority to represent or act on behalf of the body unless, by majority vote, the body has delegated such authority for a specific matter at a duly-noticed meeting and such delegation is recorded in the meeting minutes.
5. Motions made by members of the body [*do/do not*] require a second. The chair of the body may make motions and may vote on all questions before the body. A motion will only pass if it receives the votes of a majority of the total membership of the body.
6. There is no limit to the number of times a member of the body may speak to a question. A member may speak or make a motion [*only after/without*] being recognized by the chair. Motions to close or limit debate [*will/will not*] be entertained.
7. Any member of the body may request a roll call vote. Pursuant to 1 V.S.A. § 312(a)(2), when one or more members attend a meeting electronically, a roll call vote is required for votes that are not unanimous.
8. Meetings may be recessed to a time and place certain.
9. These rules may be amended by [*unanimous/two thirds/majority*] vote of the body, and must be readopted annually.

D. AGENDAS.

1. Each regular and special meeting of the body shall have an agenda, with time allotted for each item of business to be considered by the body. Those who wish to be added to the meeting agenda shall contact the [chair/municipal manager/municipal administrator/municipal clerk] to request inclusion on the agenda. The chair shall determine the final content of the agenda.
2. At least 48 hours prior to a regular meeting, and at least 24 hours prior to a special meeting, a meeting agenda shall be posted in or near the municipal office and at the following designated public places in the municipality: [location of at least two public places in municipality]. [IF THE PUBLIC BODY/MUNICIPALITY HAS A DESIGNATED/MAINTAINED WEBSITE, INSERT THE FOLLOWING: "At least 48 hours prior to a regular meeting, and at least 24 hours prior to a special meeting, a meeting agenda shall be posted on [identify the website]."] The agenda must also be made available to any person who requests such agenda prior to the meeting.
3. All business shall be conducted in the same order as it appears on the noticed agenda, except that any addition to or deletion from the noticed agenda must be made as the first act of business at the meeting. No additions to or deletions from the agenda shall be considered once the first act of business at the meeting has commenced. Any other adjustment to the noticed agenda, for example, changing the order of business, postponing or tabling actions, may be made by [unanimous/two-thirds/majority] vote of the body.

E. MEETINGS.

1. Regular meetings shall take place on [day and time, for instance, the first and third Tuesday of the month at 7 p.m.] at [location].
2. Special meetings shall be publicly announced at least 24 hours in advance by giving notice to all members of the body unless previously waived; to an editor, publisher or news director, or radio station serving the area; and to any person who has requested notice of such meetings. In addition, notices shall be posted in the municipal clerk's office and at the following designated places in the municipality: [location of at least two public places in municipality].
3. Emergency meetings may be held without public announcement, without posting of notices, and without 24-hour notice to members, provided some public notice thereof is given as soon as possible before any such meeting. Emergency meetings may be held only when necessary to respond to an unforeseen occurrence or condition requiring immediate attention by the public body.
4. A member of the body may attend a regular, special, or emergency meeting by electronic or other means without being physically present at a designated meeting location, so long as the member identifies him or herself when the meeting is convened, and is able to hear and be heard throughout the meeting. Whenever one or more members attend electronically, voting that is not unanimous must be done by roll call. If a quorum or more of the body attend a meeting (regular, special, or emergency) without being physically present at a designated meeting location, the agenda for the meeting shall designate at least one physical location where a member of the public can attend and participate in the meeting. At least one member of the body, or at least one staff or designee of the body, shall be physically present at each designated meeting location.

F. PUBLIC PARTICIPATION.

1. All meetings of the body are meetings in the public, not of the public. Members of the public shall be afforded reasonable opportunity to express opinions about matters considered by the body, so long as order is maintained according to these rules.
2. At the *[beginning of/end of/conclusion of discussion of]* each agenda item, but before any action is taken by the public body at each meeting, there may be *[number]* minutes afforded for open public comment. By *[unanimous/two-thirds/majority]* vote, the body may increase the time for open public comment and its place on the agenda.
3. Comment by the public or members of the body must be addressed to the chair or to the body as a whole, and not to any individual member of the body or public.
4. Members of the public must be acknowledged by the chair before speaking.
5. If a member of the public has already spoken on a topic, he or she may not be recognized again until others have first been given the opportunity to comment.
6. Order and decorum shall be observed by all persons present at the meeting. Neither members of the body, nor the members of the public, shall delay or interrupt the proceedings or the peace of the meeting or interrupt or disturb any member while speaking. Members of the body and members of the public are prohibited from making personal, impertinent, threatening, or profane remarks.
7. Members of the body and members of the public shall obey the orders of the chair or other presiding member. The chair should adhere to the following process to restore order and decorum of a meeting, but may bypass any or all steps when he or she determines in his or her sole discretion that deviation from the process is warranted:
 - a. Call the meeting to order and remind the members of the applicable rules of procedure.
 - b. Declare a recess or table the issue.
 - c. Adjourn the meeting until a time and date certain.
 - d. Order the constable to remove disorderly person(s) from the meeting.

ADOPTED: _____

Signatures

Date

Memorandum

To: Village Trustees, Evan Teich, Unified Manager
From: Linda Mahns, Administrative Assistant 
Re: Appointment of volunteer to the Bike/Walk Advisory Committee
Date: September 10, 2021

Issue

The issue is whether the Trustees will appoint a volunteer to the Bike/Walk Advisory Committee.

Discussion

Chris Kline has stepped forward for consideration to join the Bike/Walk Advisory Committee and their letter of interest has been combined with this memo.

For reference, the following seats are vacant:

Committee/Board	Open seats	Term(s) ending	Status
Bike/Walk Advisory	1	June 30, 2023	Advertised since 7/20/21

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

Cost

None.

Recommendation

It is recommended that the Trustees interview Chris Kline for the Bike/Walk Advisory Committee ending June 30, 2024. If the board members wish to enter executive session, the following motion is recommended:

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



Christopher Kline



September 1, 2021

Linda Mahns
ESJ Administrative Assistant

Dear Linda,

As per our discussion last week, please find this letter of interest for a position on the Bike/Walk Advisory Committee.

I am a twenty-two year resident of the Village of Essex Junction, residing in the CountrySide Development where my wife and I have raised two children who are both are now in college. With more free time on my hands, I am exploring ways I can give back to our wonderful community in ways that might best utilize by unique life and work experiences.

I also have a longtime interest in cycling, starting with involvement on the University of South Florida Cycling Team during college, being past board Secretary of the GMBC (Green Mountain Bike Club) organization and seeking ways to promote bicycling as an safe and effective alternative mode of transportation using Vermont rich interest in bikeways.

I have over twenty years experience in technical IT project management, dealing with high growth challenges, technology replacement projects, and IT process improvement. (I process PMP, ITIL and CSM certifications). Companies I have worked for include MCI Telecommunications, National Life Group and NTT DATA Services. I feel my project management experience could be of benefit to any organization that requires professional development of goals and activities.

In general, I would like to be able to assist Village residents with informational and safety programs (especially children's safety) that will result in increasing bicycle usefulness while providing input and awareness for riders of all ages and abilities.

Thank you for your consideration of this request.

Sincerely,

Christopher Kline

Memorandum

To: Board of Trustees; Evan Teich, Unified Manager

From: Greg Duggan, Deputy Manager

Date: September 10, 2021

Issue

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

Discussion

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

Cost

N/A

Recommendation

If the Trustees wish to enter executive session, the following motion is recommended:

“I move that the Trustees enter into executive session to discuss the employment of a public employee in accordance with 1 V.S.A. Section 313(a)(3).”

MEMORANDUM



Date: September 8, 2021

To: Evan Teich and the Village of Essex Junction Trustees

From: Lt. Robert Kissinger

Re: Public Nuisance Ordinance

Issue: advising the Village Trustees on proposed public nuisance ordinance.

Discussion:

Corrections to the ordinance as recommended by the Trustees on August 24, 2021.

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

- Define Public Official.
 - **Public Official:** shall mean an authorized employee of the Village of Essex Junction.
- Replace Village Clerk with Public Official.
- Changes to section 605:
 - Time restrictions for sound from 6 A.M. to 7 A.M. to be consistent with all of the other times in the ordinance this section.
 - Section C(d) change wording maximum to minimum.
 - Sound level measurements shall be taken with a sound level meter meeting the minimum American Standards Institute (ANSI) requirements for Type 1 or Type II accuracy and shall have a fast response setting.”
 - Section D (xii) remove the following section “The use of firearms when used for hunting in accordance with the State Fish and Wildlife Laws” as discharging a firearm within the Village limits is prohibited.

Cost: None

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

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 V.S.A., Section 2291, et seq. It shall constitute a civil ordinance within the meaning of 24 V.S.A., 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 V.S.A. § 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 Official**: shall mean an authorized employee of the Village of Essex Junction.
- R. **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.
- S. **Receiving Property**: The location that is receiving the sound in question.
- T. **Sample period**: shall mean 15 minutes of continuous monitoring.
- U. **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.
- V. **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 village 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.
- W. **Solicitor or Peddler**: means the person, firm or corporation, either as a principal or agent, which engages in solicitation as defined herein.
- X. **Sound measurement standards**: Sound shall be measured in accordance with standards specified by the American National Standards Institute (ANSI).
- Y. **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.

- Z. **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.
- AA. **Standard working day:** means Monday through Friday, 8:00 a.m. to 5:00 p.m., except weekends and holidays.
- BB. **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 V.S.A. § 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:
- a. 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 sound. 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 sound is sound 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 sound. 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 sound 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 sound. 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 P.M. and 7:00 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 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 General Provisions, in excess of the following stated limits during the stated time periods for the sound 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 taken with a sound level meter meeting the minimum American Standards Insitutite (ANSI) requirements for Type I or Type II accuracy, 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 7:00 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 7:00 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 sound 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 V.S.A. § 1022;

See Disorderly conduct 13 V.S.A. §1026.

- 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 V.S.A. §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.S.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 an authorized public official from Village of Essex Junction.
 - 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. Sound. 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 P.M. and 7 A.M.

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 in 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 with all clauses and regulations of State of Vermont Department of Health regarding food handling.
 - f. Shall not misrepresent facts to the authorized public official / 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 authorized public official 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 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 V.S.A. § 3701;

See, Interference with devices or signals 23 V.S.A. § 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 V.S.A. § 1134(a)

614 Open Fires

- A. Burning materials of 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 V.S.A. § 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 only - 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 one (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.

VILLAGE OF ESSEX JUNCTION

APPLICATION TO CLOSE OR OBSTRUCT A STREET

I/we hereby make application, as required by the Village of Essex Junction, Vermont, to close or obstruct a Village street.

CONDITIONS:

- 1. On the attached form, provide unanimous consent signatures of the households and businesses that abut the section of street to be closed or obstructed. Return the signature form with your completed application to the Village Office, 2 Lincoln Street, Essex Junction, VT 05452.
2. Work with the Public Works Director (878-6942 or 878-6944) to obtain road signs to warn drivers of road closing. The applicant will be responsible for picking up the signs from the Public Works garage, erecting the signs and returning them to the Public Works garage in a timely manner.
3. Maintain a twelve foot clear road in the center of the street in case of emergency.
4. Remove any obstructions immediately if emergency vehicles need to use the street.

Street(s) section to be closed: McGregor St.

Purpose: Community BBQ

Date 9/10/21 Hours: 11:45 am to 2:15 pm

Name (please print) Karen Dolan Address 28 Jackson St.

Signature Karen Dolan Phone #: 802 233 7434/daytime evening

FOR COMPLETION BY VILLAGE STAFF

The following have been contacted by Village Staff and advised of this event.

Police Dept. Yes [checked] Date: Fire Dept. Yes [checked] Date:

Comments: Comments:

Application approved by the Board of Trustees on (date): [Signature] 8-30/21

policy/close or obstruct street Comments: No fireworks, please. 8/6/2003

RECEIVED AUG 17 2021

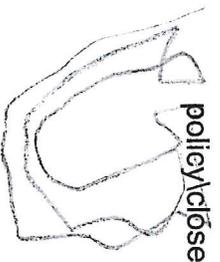
APPLICATION TO CLOSE OR OBSTRUCT A STREET

We, the undersigned, acknowledge that (street name) McGregor St. #2-#14 will be closed to traffic on (date) Monday 9/6/21 between the hours of 11:45 am and 2:15 pm for the purpose of a block party.

NAME (Please print)	SIGNATURE	STREET ADDRESS	PHONE #
Karen Dolan		28 Jackson St	802-233-4434
Rail Fairfield		2 McGregor	215-866-2177
Melanie Tracy		4 McGregor	578-6088
DAVID HAMBLEN		6 McGregor	310-3213
Tim Logan		8 McGregor	999-9547
Mike Conley		10 McGregor	598-3558
Mike Belser		12 McGregor	999-4759
David Henderson		14 McGregor	201-608-4721
Stephen Dunbar		9 McGregor St	802-358-2241

policy/close or obstruct street

8/6/2003



**SELECTBOARD & TRUSTEES
(DRAFT)**

**TOWN OF ESSEX SELECTBOARD
VILLAGE OF ESSEX JUNCTION TRUSTEES
DRAFT JOINT MEETING MINUTES
MONDAY, AUGUST 23, 2021**

SELECTBOARD: Andy Watts, Chair; Tracey Delphia; Dawn Hill-Fleury; Patrick Murray

TRUSTEES: Andrew Brown, President; Raj Chawla; Amber Thibeault; George Tyler

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Bill Ellis, Town Attorney; Brad Luck, Essex Junction Recreation & Parks (EJRP) Director; Claudine Safar, Village Attorney; Ally Vile, Essex Parks and Recreation (EPR) Director.

OTHERS PRESENT: Jim Barnes; Ben Bergeron; Andy Champagne; Annie Cooper; Patty Davis; Mike Dimitroff; Betsy Dunn; Sven Eklof, Tree Farm Board; Steve Eustis; William Hines; Jill Lampron, Tree Farm Management Group; Jim Goudie; Barbara Higgins; Deb McAdoo; Dylan McNamara; Meg Munson, Vermont Youth Soccer Association; Ed DeMulder, TOPSoccer; Mike Nick, Elite Eight Soccer League; Mary Post; Paula Sargent; Eric Senn; Cory Smith; Gabrielle Smith, Essex Housing Commission; Harlan Smith; Ken Willetts; Lorraine Zaloom; Mr. ____; Charles ____; Dustin ____

1. CALL TO ORDER

Mr. Watts called the Town of Essex Selectboard to order for the Joint meeting with the Village of Essex Junction Board of Trustees at 6:30 PM.

Mr. Brown called the Village of Essex Junction Board of Trustees to order for the Joint meeting with the Essex Selectboard at 6:30 PM.

2. AGENDA ADDITIONS/CHANGES

None.

3. APPROVE AGENDA

Not required.

4. PUBLIC TO BE HEARD

Mr. Watts explained that this is the time during the meeting for members of the public to speak on items not included in tonight's agenda.

- Ms. Dunn said that the Sand Hill Pool is difficult for families to use due to the pool depth and needs other updates. Maple Street Pool has a zero-entry pool; however, it is much more expensive to use for Town residents who are not also Village residents. Ms. Dunn expressed concern about the safety of the slides at Sand Hill Park during hot weather. She ended by saying that she believes that the Conservation and Trails Committee should be split into two different groups since the current committee has been focusing almost exclusively on trails.
- Ms. Post said that the Selectboard needs to pay more attention to Town Outside the Village (TOV) issues, specifically firearms discharge and safety in the Saxon Hill area. She requested that the Selectboard stop negotiating with the Trustees and said that the number of meetings currently happening is untenable. Mr. Teich said that the Town of Essex does not put-up signs for shooting

- 49 zones, since bullets can travel a long distance and the Town does not want to give a false sense of
50 safety. Ms. Post responded that this issue should be brought up to the wider community.
- 51 • Ms. Sargent said that she is a former member of the Essex Senior Center and expressed concern that
52 the Senior Center has not reopened. The reopening effort has been chaotic and not well-
53 communicated, and members are unsure what the opening procedures will be. Mr. Teich said that the
54 Senior Center will be open on September 3rd, and that it will be staffed by volunteers, rather than
55 staff.
 - 56 • Mr. Harlan Smith said that he is concerned with the boards' use of executive session. He said that
57 reducing the number of conversations in executive session would help increase transparency and help
58 the public to understand how decisions are made.
 - 59 • Mr. Champagne expressed support for installing no-shooting zone signs in Saxon Hill.
 - 60 • Ms. Davis also expressed support for installing no-shooting signs in Saxon Hill. She said that it is the
61 Selectboard's responsibility to keep trail users safe and offered to assist the Conservation and Trails
62 Committee in this initiative.

63
64 **5. BUSINESS ITEMS**

65 **a. Update and discussion on Housing Commission**

66 Ms. Smith, Vice Chair of the Essex Housing Commission, said the seven-member group first met last fall.
67 The goal of the commission is to work to ensure that all residents have affordable, accessible, safe, and
68 appropriate housing. The commission has been looking into developing a Housing Trust Fund and hopes
69 to have a proposal for this in the next few months. The commission is also working on inclusionary
70 zoning initiatives, renter/landlord surveys, and the possibility of a rental registry. The Housing
71 Commission is a joint commission for the Town and Village. Ms. Smith said that the Commission is
72 requesting a change to its charter so that quorum will consist of four members, rather than three. This will
73 assist in more easily planning working group meetings, as presently these can consist of no more than two
74 members. In addition, the Commission plans to present a budgetary request for the next fiscal year.

75
76 Mr. Watts referenced a statement in the Essex Housing Needs Assessment which said that many renters do
77 not receive the financial support that they are entitled to and asked if the Commission planned to work
78 with renters to educate them on eligibility. Ms. Smith said she would discuss this with the rest of the
79 Commission. Mr. Teich asked Ms. Smith to estimate the amount of housing units Essex is lacking. Ms.
80 Smith said that it is difficult to estimate, but the number has been rapidly growing due to large increases in
81 prices. Ms. Smith said that one way that the Commission has been working to support an increase in
82 housing units is to promote the addition of accessory units on existing dwellings. Ms. Delphia asked if
83 there was interest on the part of the Commission to change their metrics of measuring housing
84 affordability to something more uniform, rather than an income percentage. Ms. Smith will bring the
85 issue back to the Commission to discuss.

86
87 In public comment, Ms. Higgins suggested consulting with legal council as she is concerned about setting
88 a potential precedent for other committees to change their charter to avoid conducting business in warned
89 meetings. Mr. Watts said that, in this case, the Board was removing an exception rather than creating one.
90 Mr. Champagne said that housing in Essex is unaffordable. Ms. Zaloom asked if the Housing
91 Commission collaborated in any way with the Champlain Housing Trust, as it seems like that group is
92 already doing much of the work that the Commission hopes to do. Ms. Smith said that they do not
93 formally collaborate, but that the two groups have had discussions. She said that many other
94 municipalities throughout the state have a Housing Trust Fund, in addition to working with Champlain
95 Housing Trust. Mr. Brown said that he has previously worked in affordable housing, and that a municipal
96 Housing Trust could be one of a variety of sources to promote affordable housing and other economic

97 development. Ms. Post asked if there is anything that the community can do to enforce affordability in
98 new developments. Ms. Smith said that this is one of the things can be done using inclusionary zoning,
99 which could mandate that a certain number of affordable units be constructed with a project. Mr. Duggan
100 said that the development regulations currently provide density bonuses for affordable housing, which
101 would allow a developer to build more homes in an area than they normally would be allowed to do. Ms.
102 Dunn said that she was happy to see the Housing Commission present to the Selectboard, and that she
103 would like to see this done with all the volunteer boards. Mr. Chawla asked if the Housing Commission
104 has been working with the Essex Junction Planning Commission on updates to the Land Development
105 Code. Ms. Smith said that this has not been done but this is a goal for the future.
106

107 **GEORGE TYLER made a motion, seconded by RAJ CHAWLA, that Trustees change the Housing**
108 **Commission’s charter so that a quorum shall consist of four members. The motion passed 4-0.**
109

110 **TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard**
111 **update the Housing Commission’s charter so that a quorum is defined as four members. The motion**
112 **passed 4-0.**
113

114 **b. Discussion and possible action on Tree Farm Lease**

115 Mr. Luck said that the Tree Farm parcel is co-owned by the Village and Town and that it is currently
116 managed by the Tree Farm Management Group. Mr. Luck recommended the following: the lease not be
117 renewed; the property to be managed by both Recreation Departments in the future; and that the parcel
118 operates like a public park. He said he hopes this change will allow the community to have more of a say
119 in how the parcel is used. It is anticipated that the Tree Farm Management Group will still have input and
120 a seat on the advisory board in the future. Mr. Chawla suggested adding baseball and softball
121 representation on the board as well and said that this property could bring forward increased recreational
122 opportunities for other sports. Mr. Tyler asked if there were use restrictions on the property and whether it
123 could be used for other recreational uses besides soccer and rugby. Mr. Luck said all recreational and
124 educational uses were allowed. Mr. Brown asked how users will be impacted by this change and Ms. Vile
125 said there will be minimal changes. Mr. Luck said that all fee and user agreements will be honored going
126 forward. Ms. Delphia asked about the financial impact of this change as well as the impact on municipal
127 staff. Ms. Vile said this will not have a large impact on staff as current seasonal staff can be used to staff
128 this property. Ms. Hill-Fleury asked how seasonal staffing will work because their employment typically
129 ends in August. Ms. Vile said that an experienced seasonal staffer could have their time extended for this
130 purpose and Mr. Luck said that all direct expenses for the Tree Farm are paid for by facility users. Mr.
131 Watts expressed concern that, should separation occur and the two communities not come to an agreement
132 about how to manage the space, the facility could suffer. Mr. Luck said that this should be determined
133 prior to the start of the next season and thus not be an issue. Mr. Tyler asked about the revenue generated
134 by the Tree Farm and expressed concern that this budget is never reviewed by either Board. Mr. Teich
135 said that this was never required since it is a lease.
136

137 Mr. Eklof, Tree Farm Board member, was invited to speak. He said expenses for the year are around
138 \$110,000 and revenues around \$150,000. Mr. Eustis, a former Village Trustee, was invited to explain the
139 history of the property. Mr. Eustis said this property was handed down from the State of Vermont as a
140 sports and trails facility. It was intended to be available for members of the public for recreation. He said
141 that the facility has been locked in recent years and that “no parking” signs are visible in nearby
142 neighborhoods. Non-field areas and trails are also not being maintained or mowed. He said that both
143 things are preventing the general public from being able to use the area for recreation other than team

144 sports. Mr. Eustis supports the transition of this property management to the Village and Town due to
145 these concerns.

146
147 Public Comment:

- 148 • Mr. Nick said that he runs the Elite Eight Soccer League and has been playing at the facility for 15
149 years. The success of his league hinges on the success of the Tree Farm. He would like a guarantee
150 given to current renters indicating they will be able to use the facility. He said there is not enough
151 room at the Tree Farm for current soccer needs and he is concerned that adding other sports will
152 worsen this problem.
- 153 • Mr. Champagne said that taking over the Tree Farm is a power grab by EJRP. He expressed concern
154 with the conditions and maintenance at current parks. In addition, Mr. Champagne said that Stevens
155 Park is not being mowed and falling into disrepair. He is concerned that the same thing will happen to
156 the Tree Farm should it be taken over by either Recreation Department and that the money for its
157 operation will be funneled to other facilities. In addition, he called for the resignation of the Town
158 Manager. Mr. Brown and Mr. Murray reminded Mr. Champagne to refrain from attacking staff,
159 making unsubstantiated accusations and encouraged him to remain civil.
- 160 • Mr. McNamara, a cross country coach at Essex High School, indicated his support for Mr. Eustis's
161 comments as he believes that trails are not being maintained properly.
- 162 • Mr. DeMulder said when the state handed over the property, the original documents stated that there
163 would be no permanent structures including little league backstops. He asked if this has changed. Mr.
164 Teich said that he is not aware of anything in the deed that prevents recreation equipment from being
165 placed on the property. Mr. DeMulder said that the use of this facility by sports other than soccer will
166 impact soccer users. He is the state coordinator for Vermont TOPSoccer, which is a group for special
167 needs soccer players. He has been very impressed with the Tree Farm Management group in their
168 support of Vermont TOPSoccer and hopes that this relationship continues.
- 169 • Mr. _____ expressed concern that, should management change hands, the facility will not be as
170 accessible to soccer players as it has in the past. He said that more notice should have been given to
171 the regular lessees at the Tree Farm regarding this proposal and asked to hear more about the long-
172 term plans for the property.
- 173 • Ms. Lampron said that she is the scheduler at the Tree Farm and prior to that was the parent of a
174 soccer player. She said that the Tree Farm gate typically opened at dawn and closed at dusk. This
175 changed due to COVID, however, residents can always park outside the gate and enter on foot or bike.
176 The Tree Farm Management Group recently changed landscaping companies and will work to increase
177 the amount of space mowed in the future. Ms. Lampron said that the high school cross-country team
178 recently moved their Labor Day tournament to the Tree Farm and one of the conditions of this
179 agreement was that they would maintain the trails that they created. She noted that an ultimate frisbee
180 team currently practices at the Tree Farm.
- 181 • Mr. Barnes said that he is a parent of cross-country runners and that the Tree Farm is an amazing
182 property. Much of the trail upkeep is done by the team and their parents. He suggested that they have
183 some oversight from a professional landscaping company. With some work, the Tree Farm could be
184 one of the best cross-country facilities in the state.
- 185 • Mr. Hines said that he runs the Vermont Amateur Soccer League and has been renting from the Tree
186 Farm for years. He is concerned about his league being squeezed out of the space should it be taken
187 over by the Recreation Departments. The Tree Farm Management Group has been great to work with
188 and highly responsive. He would have upkeep concerns if the Recreation Departments were to take it
189 over.
- 190 • Charles ____ requested the Boards consider the impact of this decision on the New American
191 community, as many of them enjoy soccer. There is much less access to soccer facilities in the United

- 192 States than in other countries. Should other sports be allowed to use the space, it is inevitable that
193 soccer will be given less space.
- 194 • Mr. Dimitroff said that he is a soccer parent, and that this decision seems to be rushed, even if it is in
195 fact the best decision in the long-term. Some of the arguments made by the Recreation Directors are
196 contradictory, as things will change at the facility if other sports fields are added. It is difficult to
197 believe that this will have no tax impact, as this is a large parcel and facility. He said this decision
198 should wait until the dust has settled with separation.
 - 199 • Mr. Chawla clarified his earlier comments regarding adding additional sport fields at the Tree Farm.
200 This was his idea alone and not included in any formal plans.
 - 201 • Dustin _____ said that he encourages the communities to extend the lease and use this time to have the
202 groups collaborate to form a better plan. The Tree Farm Management Group has tournaments planned
203 for several years from now and does not believe that the community is ready for a change at this time.
 - 204 • Mr. Cory Smith is a referee and player at the Tree Farm. He said the fields are overused and that turf
205 fields are needed to increase the playing season.
 - 206 • Mr. Bergeron said that he has been playing soccer for many years at the Tree Farm and is a current
207 player in the Elite Eight. He believes that the facility is at capacity with soccer and cannot support any
208 other sports.
 - 209 • Ms. Zaloom asked what the sports capacity was in the Town. She also asked for quantification of the
210 volunteer hours that go into maintaining the Tree Farm and asked if taking these hours away would
211 impact staff time and thus taxes. She asked for clarification regarding ultimate frisbee and lacrosse
212 representation on the Tree Farm Advisory Board. She asked if there has been an impact assessment
213 done regarding the number of people brought into Essex through Tree Farm activities. She does not
214 believe that the Town can manage the property as well as the current management group. She
215 suggested adding a representative of running groups to the current Tree Farm Advisory Board.
 - 216 • Ms. Munson said that she is the Executive Director of the Vermont Youth Soccer Association. She
217 wants to advocate for the continued use of soccer at the Tree Farm, as it is an essential property for
218 soccer in Vermont. She asked for more transparency on the planned use for the property in the future.
 - 219 • Ms. Cooper asked where the profits from the Tree Farm go. In addition, she said that these
220 conversations are common when contracts are up for renewal and that this does not seem rushed to
221 her. She said the voices of soccer players will be heard no matter who is managing the property.
 - 222 • Mr. Goudie said that the Tree Farm Management Group is a non-profit organization and that any
223 profits are invested back into the Tree Farm operations and facility improvements.
 - 224 • Ms. McAdoo said that she is a rugby player and encouraged that the road be fixed. She also said that
225 she is happy with EJP's management of current resources.
 - 226 • Mr. Eklof said that he believes that this process has been rushed, and that there has been very limited
227 discussion between the Town and Tree Farm Management Group. The Town and Village currently
228 make up 1/3 of the Tree Farm Advisory Board. He is concerned that the two Recreation Departments
229 are not getting along and this could impede the process. The Tree Farm Advisory Board has been
230 doing a great job for the past 20 years. There are plans to fix the road this year, as well as creating a
231 schedule to retire fields yearly to strengthen the grass.
 - 232 • Ms. Dunn said that Tree Farm Management Group does a very good job managing the property for a
233 low price. The Conservation and Trails Committee could assist with trail management. She read from
234 legal documents and said that buildings can be built or altered on the property, however, there is a
235 process that needs to be followed due to their historic status.
 - 236 • Ms. Post said that this process felt similar to the Memorial Hall process, where there was a major
237 change in management and it was not publicized to the general public. She would like to see these

- 238 items brought up at one meeting and voted on at the next to allow for citizen input and more
239 transparency.
- 240 • Mr. Senn said that he was a previous president of the Tree Farm Advisory Board. He said that the gate
241 was installed due to vandalism. The Tree Farm closes at dusk to prevent drug use on the property. He
242 said he does not believe that the Recreation Directors understand the amount of work that will go into
243 managing the property without increased staff or budget.
 - 244 • Mr. Willetts said that he is a coach, soccer player, and has been involved in the Tree Farm for the past
245 17 years. This property is a huge value for the community and the Tree Farm Management Group
246 does a great job managing it. The Town and Village should not be taking over the property during the
247 middle of separation efforts and should consider extending the lease. Bringing in additional groups
248 will harm the field and will displace groups who have put in hundreds of volunteer hours over the
249 years. He said the Foster Road fields are maintained by the Little League due to EPR's inability to
250 maintain the property to an appropriate level. Should his club be displaced, there would be no other
251 comparable field for them to play on.
 - 252 • Ms. Sargent said that the Recreation Departments need to build credibility at this time. They are
253 unable to get the staffing needed to re-open the Senior Center and have been providing limited
254 communication on this issue. They departments need to work on reestablishing existing programs
255 before implementing new ones.
 - 256 • Ms. Higgins said that she is not opposed to moving the Tree Farm to municipal management but now
257 is not the time to do so. The lease should be extended through 2023, if not longer.
 - 258 • Ms. Davis asked if the Tree Farm allows hunting. Mr. Watts said that it does not. Ms. Davis
259 suggested that the same hold true for Saxon Hill.

260
261 Ms. Hill-Fleury asked how much land is available for uses besides soccer. Ms. Lampron said the space is
262 split evenly between parking, trails, and fields. Mr. Brown said that he heard a lot of concerns regarding
263 continuing the allow soccer to thrive at the Tree Farm, as well as the development of a business and
264 maintenance plan. He would like to hear how other similar facilities are managed before making any
265 decisions. Mr. Chawla said the MOU does not specifically mention soccer and said that it is important to
266 see how all users can be included. He would also like information on how an Enterprise Fund would work
267 for this purpose. Mr. Tyler said that there is no desire to push soccer outside of the Tree Farm. He also
268 said most of the recreation budget consists of program fees, rather than tax revenue. Mr. Tyler said that
269 the main issue in front of the Boards is that a non-profit organization is operating on municipal property
270 and that this can affect efficient operations. Mr. Luck said that the intention of this change is not to stop
271 the success of the Tree Farm and that this is not in jeopardy in any way. The Recreation Departments
272 hope to establish a Field Management Plan. The departments are used to running events on the weekends
273 and managing large groups. The goal of a Recreation Department is to maximize knowledge, use, and
274 community management of publicly owned facilities and this is an effort to do so.

275
276 This issue will be discussed further at a future meeting. Mr. Brown called for a ten-minute recess. When
277 the meeting was called back to order, the Boards choose to discuss items "E" and "G" prior to item "C."

278
279 **e. Consider designating voting delegates for Vermont League of Cities and Towns' Annual Town**
280 **Meeting, VLCT Employment and Resource Benefits Trust annual meeting, and Property and**
281 **Casualty Intermunicipal Fund annual meeting**

282 Mr. Watts said these meetings would be held on September 29 and that the Boards would need a
283 representative for each. This could, but does not have to be, the same person for all three.

284

285 **ANDY WATTS made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard**
286 **nominate Tracey Delphia as their voting delegate for the VLCT Annual Town Fair. The motion**
287 **passed 4-0.**

288
289 Mr. Brown discussed this commitment with the Trustees and no one in attendance was available. He
290 suggested appointing Mr. Teich to attend this event.

291
292 **RAJ CHAWLA made a motion, seconded by GEORGE TYLER, that the Trustees nominate Evan**
293 **Teich as their voting delegate for the VLCT Annual Town Fair. The motion passed 4-0.**

294
295 **g. Consider appointment of Selectboard member to Cannabis Study Committee (Selectboard only)**
296

297 **TRACEY DELPHIA made a motion, seconded by PATRICK MURRAY to appoint Dawn Hill-**
298 **Fleury as the Selectboard representative to the Cannabis Study Committee. The motion passed 3-0-**
299 **1, with DAWN HILL-FLUERY abstaining.**

300
301 **c. Discussion of sharing services in event of creation of independent City of Essex Junction**

302 Mr. Watts and Mr. Brown suggested prioritizing tonight's discussion to the following areas: Indian Brook,
303 Senior Services, Police, Finance, and Reappraisal. Mr. Watts said that the Selectboard supports providing
304 contracted Police services to the new City of Essex Junction. He said that this contract would include all
305 Policing costs, including those which are not typically included in the Police budget. The Selectboard
306 would support a contract cost on a per-capita basis, however, is also willing to looking at other metrics.
307 While the Trustees asked for a long-term contract, Mr. Watts said that the Selectboard is considering a 3-
308 5-year contract with an annual budgetary review. The Town Manager will have final say regarding the
309 hiring of the Police chief, however the Village Manager will likely be consulted. Mr. Watts said that the
310 Selectboard does not want to be contractually bound by any ordinance alignment, although he does
311 support it. Special events, possibility including school dismissal at Five Corners, would be discussed on a
312 case-by-case basis. All Police debt would be voted on by the Town only, but pricing based on these debts
313 could be incorporated into contract pricing for the City. All future revenue would be retained by the Town
314 but would be used to offset costs for the Police Department.

315
316 Mr. Brown said that it would be helpful to develop informal consensus at this meeting and that this would
317 be used to develop into a contractual document in the future. Mr. Watts asked if the Trustees expect the
318 Selectboard to sign a contract before separation is approved and Mr. Brown answered affirmatively. Mr.
319 Ellis said that he supports a tentative agreement but recommended that singular agreements are not made
320 for specific issues. A formal binding agreement will be put in place when all parties agree on all issues.

321
322 The Trustees agreed with the Selectboard that Policing costs be determined on a per-capita basis, with Mr.
323 Tyler suggesting that the Police Chief be consulted to ensure that this is the best method. Mr. Brown
324 indicated support for City funding the actual cost of the Police Department but asked that the Finance
325 Department come up with a proposal for what this cost would actually look like. From the audience, Ms.
326 Higgins asked for a point of order. She said that the Selectboard had never voted to enter into formal
327 negotiations with the Trustees regarding separation. The public was told that this was an investigation,
328 not a negotiation. Mr. Ellis said that the Trustees made a proposal and the Selectboard was responding.
329 He said this discussion ought not be stopped for a procedural objection. Ms. Hill-Fleury suggested that
330 the Selectboard listen to the Trustees responses during this time and not comment on them. Mr. Teich
331 said that tonight's discussion was to set up the parameters for further detailed conversations as there is no

332 way for the Selectboard to plan for the future without having conversations with the Trustees. Mr. Ellis
333 reiterated that the purpose of tonight’s meeting was to see where each Board stands on specific issues.
334

335 Mr. Brown asked if revenue and surplus would go back to the Town and City equally and Mr. Ellis
336 suggested having a true-up at the end of the year. Mr. Brown agreed with Mr. Watt’s earlier suggestion of
337 the inclusion equity groups on the Police Oversight Board. Mr. Watts also said this board would be
338 established by the Town, as the Police Department is a Town department. It would be anticipated that at
339 least one City resident would have a seat on the board. Mr. Chawla expressed support for including equal
340 representation for Village residents on this board. Policing in the Village is different than in the Town and
341 it will be important to provide this input to the Police Department. Mr. Watts asked if an advisory board
342 membership was a “sticking point” for the Trustees. Mr. Chawla said that this was very important to him
343 as the City residents need to have their own input and oversight on Policing. Mr. Brown said that this is
344 desired but not a showstopper at this time. Mr. Watts asked if flexibility to go to other organizations is
345 something that the City would be interested in pursuing. Mr. Teich said if there is a service that the
346 Village desires that is not typically provided, such as the school crossing at the Five Corners, this ought to
347 be listed as a separate contractual cost. He also suggested that manhours can be tracked for events in
348 either the Town or City, if this is desired. Mr. Luck said that tracking manhours for events can become an
349 administrative nightmare and could be seen as a challenge to the Chief’s ability to manage the department.
350

351 Mr. Watts said that the Selectboard would also like to have the Village pay the complete costs associated
352 with the Finance Department. He said Town employees will be hired at the full discretion of the Town
353 Manager, however, the City Manager may be consulted. The Selectboard would like more information
354 about the proposed sixth employee proposed by the Trustees and their role in the department. The
355 Selectboard would also like to learn more about the City’s intention for sharing the Clerk and Treasurer,
356 as they may be interested in continuing to share the position. Mr. Brown said that current Town/Village
357 Clerk/Treasurer has said that each community must have their own Clerk/Treasurer. Regarding the
358 Finance Department, Mr. Brown said that, during the transition period, this would be a truly shared
359 department. Finance is an essential service to the City and they need to have some authority. Mr. Watts
360 said these are the same constraints the contract placed on the Police Department and asked why Finance
361 was seen differently. Mr. Brown said Finance would only be for a specific period to allow for the
362 unwinding of the department. Mr. Brown said his main concern is that the person who is responsible for
363 finances needs to have some type of oversight by the City Manager or council. Mr. Ellis said that the
364 Selectboard feels this would cause the Finance Director to have two bosses with separate priorities. Mr.
365 Brown said this mirrors the current setup with the Unified Manager. Ms. Safar said there is no problem
366 with this from a legal perspective but rather a lack of willingness to manage jointly and administratively.
367 Mr. Teich said that it can be difficult to listen to two bosses and this is especially hard when they are not
368 going in the same direction. Mr. Tyler said that, during the transitional period, the management will be
369 people that we know and trust, and he feels comfortable with them being managed exclusively by the
370 Town.
371

372 There was some discussion on whether the external costs of the Finance Department (e.g., IT, Workers
373 Comp, etc.) would need to be paid for by the Village. Currently, there are five Finance employees, with
374 another to be added under the Village’s proposal. Currently, only one Finance employee is exclusively a
375 Village employee. Most of these employees are Town employees who do work for the Village. During
376 the transitional period, some of the costs would be transferred out as three of the six employees would
377 become Village employees. Mr. Luck said that by the end of FY2023, there will be two Finance
378 employees in both the Village and Town and the Finance Director and Assistant Director would be shared.
379 Mr. Luck said that these positions would be full-time Town employees and the City would pay a share of

380 this. There was some discussion on whether or not a sixth employee would be required should separation
381 not occur, as well as how their training would be provided. Mr. Luck said that the person would be
382 brought on while the Finance team is still shared and would be needed regardless.

383

384 Mr. Watts noted that the time was now past 11 PM, and that a unanimous vote is required by the
385 Selectboard to continue past this time.

386

387 **PATRICK MURRAY made a motion, seconded by TRACEY DELPHIA, that the Selectboard**
388 **continue the August 23rd meeting to 11:30 PM. Motion passed 4-0.**

389

390 Regarding reappraisal: Mr. Watts said that the Selectboard would like to have a Common Reappraisal
391 Fund with the City, as well as continuing with a shared Assessor. Mr. Teich said that reappraisal is likely
392 to begin at the end of 2022 and may take 2-3 years to complete. Both Boards expressed a desire to figure
393 out how separation would impact this process.

394

395 Regarding Senior Services: Mr. Watts said the Selectboard does not want to pay half for a Senior Center
396 space that can be used for other services by the City. If this is the case, the Selectboard would like to find
397 its own space for a Senior Center and would be happy to consider sharing the space. Mr. Brown said the
398 Town could be charged for the time that the space would be used for Senior Services. Mr. Tyler said that
399 the seniors are a vulnerable population and encouraged sharing the services. He would like to reassure our
400 seniors that they are not going to lose their services because of politics.

401

402 Regarding Indian Brook, Mr. Watts said that the current fee structure does not cover the full cost of the
403 park. The Selectboard said they would be open to offering the resident rate to City residents but the City
404 would need to pay some of the costs of park management. In addition, the Town would like resident
405 access to all EJRP programs including childcare. Mr. Brown said that this is not fair to the Village, as the
406 Village would be supporting Indian Brook and losing revenue from EJRP programs. He said he would
407 want to know more of the financial details for offering resident rate to Town residents.

408

409 Mr. Brown also said that, at future meetings, the Boards need to be willing to do the work needed for
410 separation without having other agenda items interfere.

411

412 **f. Discuss agenda topics for next joint meeting**

413 The Boards discussed item “f” prior to item “d.” Mr. Brown requested that the Tentative Agreements be
414 presented at the next joint meeting and Mr. Watts said this could be difficult to do since the Selectboard
415 only has one meeting prior to the next joint meeting. Other items suggested for the next meeting agenda
416 include: retail cannabis sales, the Tree Farm property, and the evaluation of the Unified Manager.

417

418 **PATRICK MURRAY made a motion, seconded by DAWN HILL-FLEURY that the Selectboard**
419 **continue the August 23rd meeting to 12 AM. Motion passed 4-0.**

420

421 **d. Discussion about planning for Fiscal Year 2023 budget**

422 Mr. Teich asked both Board members for their priorities for the next budgetary year. Some of the
423 suggestions included: diversity and equity initiatives, economic development, sidewalk plowing,
424 stormwater initiatives, and energy efficiency. Mr. Watts requested that tax equity between the Town and
425 Village continue to be pursued. Mr. Brown stated, should the Selectboard move forward with this
426 suggestion, that funding capital projects in the Village using the Town Capital Fund would be helpful.

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6. READING FILE

- a. Board member comments: None.
- b. List of Boards/Committees/Commission openings
- c. Memo from Karen Lemnah re: Reappraisal & Common Level of Appraisal (CLA)
- d. Upcoming meeting schedule

7. EXECUTIVE SESSION

None.

8. ADJOURN

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, that the Selectboard adjourn the meeting. The motion passed 4-0 at 11:41 PM.

GEORGE TYLER made a motion, seconded by RAJ CHAWLA, that the Trustees adjourn the meeting. The motion passed 4-0 at 11:41 PM.

Respectfully Submitted,
Darby Mayville
Recording Secretary

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**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
August 24, 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; Maguerite Ladd, Assistant Manager; Brad Luck, Director of Essex Junction Parks & Recreation; Sarah Macy, Finance Director; Robin Pierce, Community Development Director.

OTHERS PRESENT: Alyse Certa, Andy Champagne, Annie Cooper, Bridget Downey-Myer, Elaine Haney, Tim Shea, Gabrielle Smith, Joe [REDACTED].

1. **CALL TO ORDER**

Andrew Brown called the meeting to order at 6:30 pm.

2. **AGENDA ADDITIONS/CHANGES**

Ms. Thibeault requested to move Consent Agenda Item 6a to 5h and add material to support Business Item 5g.

3. **APPROVE AGENDA**

DAN KERIN made a motion, and RAJ CHAWLA seconded, to approve the agenda as amended. The motion passed 5-0.

4. **PUBLIC TO BE HEARD**

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

Mr. Champagne asked if Village residents have voting rights for both Village and Town board members. Mr. Brown replied yes. Mr. Champagne asked if Village residents can serve on both Selectboard and Trustees at the same time. Mr. Brown replied yes. Mr. Champagne asked whether the Village controls the Town if 3 members of the Selectboard are from the Village. Mr. Brown replied no. Mr. Champagne asked about amounts in the Village and Town budgets. Mr. Brown confirmed the numbers. Mr. Champagne asked if the Town Manager reports to both the Selectboard and Trustees. Mr. Brown replied yes. Mr. Champagne asked if Village residents would be able to vote for Selectboard members if the Village separates from the Town, and Mr. Brown replied they would not. Mr. Champagne asked about enforcement and accountability for any agreements between the Town and Village, and Mr. Brown replied that those agreements would be backed by contractual law.

5. **BUSINESS ITEMS**

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

Mr. Luck began by outlining the topics that will be discussed during the work session, which include: the current status of the charter, discussion about the proposals with the Town of Essex, an update from Our Village, Our Voices, and reviewing the meeting schedule.

Mr. Luck began by reviewing the charter. Mr. Brown asked about consolidated services during the Transition Period (Section 102) and whether services not planned for consolidation during the transition period should be listed in the section. Mr. Luck clarified that the transition period is the one year following approval from the legislature, in which the City would continue with existing consolidated services. Mr. Luck noted that language in the finance section has been updated to reflect Village tax delinquencies that ought to stay with the Town for the transition period. He briefly ran

53 through other minor changes. He noted that the Trustees will vote to approve the charter at their
54 September 14 meeting.

55
56 Mr. Luck then led a discussion of the August 23 joint meeting between the Trustees and the Town
57 Selectboard. Ms. Thibeault asked whether the Trustees and Selectboard need to be in conceptual
58 agreement about shared services by November or whether they must have a signed and executed
59 contract for those services by November. Mr. Brown said he had similar concerns, as a comment was
60 made that the shared services must be agreed-upon by the end of September. He said that focus
61 should be on items that are outstanding in terms of budgetary impacts (for Police, Finance, Assessor,
62 or other services that are being shared). Mr. Tyler clarified that the only item on the ballot would be the
63 proposed charter, not shared services. He said it is important to have shared service arrangements in
64 place for separation but not necessarily in time for the vote. Mr. Brown said that having shared service
65 arrangements in place would inform a proposed budget, which is important in terms of whether voters
66 will approve the charter. Mr. Tyler said that having a conservative estimate or a range could still be
67 informative if exact budget figures aren't available at the time of the vote. Mr. Chawla asked what will
68 be in a Tentative Agreement (TA) and whether it could include figures. He also asked who decides
69 what a complete deal is.

70
71 Mr. Brown reviewed the list of proposed shared services and asked Trustees to weigh in on whether
72 there are items that could be taken off that list to expedite the process with the Selectboard. The
73 Trustees discussed each of the items and determined that there is enough consensus between the
74 Trustees and Selectboard to draft TAs for Police services, reappraisals, and assets (first right of
75 refusal for 81 Main Street). They determined that more discussion is needed in the areas around
76 finances, Indian Brook access, the transition period, tax delinquencies, and senior services.

77
78 Elaine Haney provided an update from Our Village, Our Voices (OVOV) on efforts to inform and
79 educate voters about the upcoming vote in November. She said that there are currently 23 active
80 volunteers assisting OVOV and that another 15-20 plan to join the canvassing effort. She noted that
81 they have had several events including: spinning and coffee chats with Trustees as opportunities for
82 conversation and questions. She showed an example of the information cards and informational flyers
83 that OVOV produces and brings to events. She noted that the most frequently asked questions are
84 around how taxes will be impacted, what will happen with police services, and what will happen after
85 the vote. She noted that OVOV will conduct additional outreach through the fall.

86
87 Joe _____ asked about the legislature, saying that the Village should be proactive about any potential
88 reasons why the legislature would vote against this charter change. Mr. Brown said that it is often
89 difficult to predict how the legislature will vote on any given measure, saying that the Village is making
90 efforts to ensure the support of its legislative delegation.

91
92 Mr. Luck then briefly summarized the upcoming meeting schedule.

93
94 **b. Consider approval of warning of first and second public hearings re: Charter for City of**
95 **Essex Junction**

96 Mr. Luck noted that the public hearings would take place on September 28 and October 12.

97
98 **DAN KERIN made a motion, and GEORGE TYLER seconded, that the Trustees approve the**
99 **warnings for two public hearings regarding the City of Essex Junction charter on September 28**
100 **and October 12, pending review from the clerk. The motion passed 5-0.**

101

102 **c. Consider approval of content from Our Village, Our Voices on the Village of Essex Junction**
103 **website**

104 **GEORGE TYLER made a motion, and DAN KERIN seconded, that the Trustees review and**
105 **approve the FAQ documents and other materials provided by the citizen group, Our Village,**
106 **Our Voices prior to posting those materials to the Village website and prior to distributing**
107 **those materials. The motion passed 5-0.**

108 **d. Consider authorizing the Village Clerk to mail out ballots to all active registered voters for**
109 **the November 2nd election**

110 Mr. Brown spoke in favor of this, noting the overwhelming success and increased participation of
111 voters through the mail-in ballot process.

112 **RAJ CHAWLA made a motion, and AMBER THIBEAULT seconded, that the Trustees authorize**
113 **the November 2nd ballot to be mailed to all active registered Essex Junction residents. The**
114 **motion passed 5-0.**

115 **e. Discussion about planning for Fiscal Year 2023 budget**

116 Ms. Macy noted that a critical part of budget process is receiving input from the Trustees on high level
117 goals and priorities for the budget year and invited them to give their input.

118
119 Mr. Brown said that a priority is ensuring that the Village has the financial resources available for
120 separation activities and related costs. He said another goal is having ordinance enforcement be more
121 proactive in nature, since enforcement is currently lacking, and asked about the resources that it would
122 take to do that. Mr. Tyler recalled that when this had been discussed in the past, increased
123 enforcement also likely entailed legal action and costs, which should be taken into consideration. Mr.
124 Kerin noted that in the past, they had discussed having a board to address ordinance violations at the
125 local level. Mr. Chawla spoke about an idea from the Racial Equity Task Force to invest 1% of the
126 budget for an equity position to be shared with the Town. He also noted that the Village doesn't have
127 Community Development in the citizen sense, in terms of outreach and communication.

128
129 Mr. Tyler asked about discussing pursuit of a Local Option Tax. Mr. Brown replied that he'd like to
130 prepare for a vote on a Local Options Tax. He said from a budgetary standpoint, staff proposals on
131 how to budget and plan for a Local Option Tax will be necessary.

132
133 Mr. Tyler noted a request to upgrade ventilation in the Brownell Library, citing concerns over current
134 ventilation and the rise of Covid-19 variants. Mr. Kerin said that Efficiency Vermont may be able to
135 assess the Library's HVAC system. Mr. Brown noted that they may be able to leverage ARPA funding
136 for some of these activities.

137
138 **f. Consider adoption of Public Nuisance Ordinance**

139 Chief Hoague said that he and Lieutenant Kissinger have incorporated feedback from the Trustees'
140 previous discussion of the ordinance into the most current version. He asked the Trustees for
141 additional feedback.

142
143 Mr. Brown asked about edits to the sound ordinance section and whether the timing of various
144 activities was made internally consistent. Mr. Chawla noted that some start times were 6:00 AM and
145 others were 7:00 AM. The Trustees agreed to adjust all start times for trash hauling and other activities
146 to 7:00 AM in the sections and definitions. Ms. Thibeault asked to strike "utilizing mechanized
147 conveyances" from the trash collection section, citing concerns that noise could still emanate from

148 trash trucks whether they use a device to collect trash or collect it manually. Mr. Kerin, Mr. Tyler, and
149 Mr. Brown disagreed, saying that the intent was to target larger trash haulers.

150
151 Ms. Thibeault asked about language around frightening horses and missiles. Chief Hoague noted that
152 the definition of missiles in the language is any object that can be thrown. He also noted that the
153 language is pertinent to gatherings such as parades, where spooked horses could pose a public safety
154 concern.

155
156 Ms. Thibeault asked about language around the use of firearms, asking whether discharging firearms
157 is even permitted in the Village. Lieutenant Kissinger replied that he will remove the language, as it
158 applied more to the Town than to the Village.

159
160 Other minor changes were discussed. Edits will be incorporated and brought back before for the
161 Trustees for final approval at a subsequent meeting.

162
163 **g. Consider potential action on Rail Council**

164 Mr. Pierce said that this item came out of a review of the Vermont Rail Plan, which would reinstate Rail
165 Service between Montreal and Boston via Springfield, Massachusetts and would stop in Essex
166 Junction. Given this activity and that the Essex Junction station is the busiest in Vermont, staff
167 recommend that the Village pursue representation on the Vermont Rail Advisory Council. Mr. Brown
168 agreed that it would be good to have a Village Trustee on the Council. Others agreed and will think
169 about who may be best to suggest for appointment.

170
171 **h. Consider approval of Champlain Valley Expo events requiring waiver list **was Consent**
172 **Agenda item 6a****

173 Ms. Thibeault asked for an explanation of the current waivers. Mr. Shea walked through the current
174 waiver requests.

175
176 **6. CONSENT ITEMS**

- 177 a. Consider approval of Champlain Valley Expo events requiring waivers list **now Business Item
178 5h**
- 179 b. Consider approval of EJRP Bus Bid recommendation
- 180 c. Approve minutes: August 10, 2021
- 181 d. Approve Check Warrant #17264—8/13/21

182
183 **GEORGE TYLER made a motion, and DAN KERIN seconded, to approve the consent agenda as**
184 **presented. The motion passed 5-0.**

185
186 **7. READING FILE**

- 187 a. Board member comments: Mr. Chawla thanked Mr. Luck and Chief Hoague for their clarification
188 about Maple Street Park.
- 189 b. Memo from Chief Ron Hoague re: Recap of National Night Out
- 190 c. Email from Nicole Mone-St. Marthe re: Reopening options for Senior Center
- 191 d. List of Boards/Committees/Commission openings
- 192 e. Memo from Brad Luck re: Maple Street Safety
- 193 f. Upcoming meeting Schedule

194
195 **8. EXECUTIVE SESSION:**

196 * An executive session may be needed to discuss negotiation of contracts and agreements with the
197 Town of Essex

198 An executive discussion was not needed.

199

200 **9. ADJOURN**

201 **DAN KERIN made a motion, and RAJ CHAWLA seconded, to adjourn the meeting. The motion**
202 **passed 5-0.**

203 The meeting adjourned at 8:47 PM.

204

205 Respectfully Submitted,

206 Amy Coonrad

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
24455	07/09/21	Bungee Cord X20102846001	210-5-25-10-430.000 R&M Vehicles & Equipment	105.36	35571	08/23/21
42665	08/10/21	YCol, ACol, YProg, AProg, 069852 0821	210-5-35-10-640.202 Juvenile Collection	25.98	35574	08/23/21
42665	08/10/21	YCol, ACol, YProg, AProg, 069852 0821	210-5-35-10-640.201 Adult Collection	327.31	35574	08/23/21
42665	08/10/21	YCol, ACol, YProg, AProg, 069852 0821	210-5-35-10-840.202 Childrens Programs	23.87	35574	08/23/21
42665	08/10/21	YCol, ACol, YProg, AProg, 069852 0821	210-5-35-10-840.201 Adult Programs	36.95	35574	08/23/21
42665	08/10/21	YCol, ACol, YProg, AProg, 069852 0821	210-5-35-10-610.000 General Supplies	43.35	35574	08/23/21
09345	08/10/21	Monthly Fee for COBRA Adm 40512549	210-5-10-10-210.000 Group Insurance	42.50	35577	08/23/21
02235	07/15/21	Curaplex Oxygen Nasal Can 84131990	210-5-25-10-613.000 Program Supplies	13.62	35580	08/23/21
00530	07/30/21	Youth Materials, Supplies B6241384	210-5-35-10-640.202 Juvenile Collection	8.88	35581	08/23/21
00530	07/30/21	Youth Materials, Supplies B6241384	210-5-35-10-610.000 General Supplies	0.80	35581	08/23/21
00530	08/02/21	Youth Collection, Supplie B6242637	210-5-35-10-640.202 Juvenile Collection	40.61	35581	08/23/21
00530	08/02/21	Youth Collection, Supplie B6242637	210-5-35-10-610.000 General Supplies	2.40	35581	08/23/21
00530	08/02/21	Youth Collection, Supplie B6242640	210-5-35-10-640.202 Juvenile Collection	48.77	35581	08/23/21
00530	08/02/21	Youth Collection, Supplie B6242640	210-5-35-10-610.000 General Supplies	3.20	35581	08/23/21
00530	08/02/21	Youth Collection, Supplie B6242656	210-5-35-10-640.202 Juvenile Collection	38.97	35581	08/23/21
00530	08/02/21	Youth Collection, Supplie B6242656	210-5-35-10-610.000 General Supplies	2.40	35581	08/23/21
00530	08/04/21	FASTips - Foundation/Dona B6244755	210-5-90-00-991.000 Library Donation Expense	31.85	35581	08/23/21
00530	08/04/21	FASTips - Foundation/Dona B6244755	210-5-35-10-610.000 General Supplies	1.60	35581	08/23/21
00530	08/04/21	Youth Foundation / Donati B6244947	210-5-90-00-991.000 Library Donation Expense	37.31	35581	08/23/21
00530	08/10/21	Adult Collection, Supplie B6249583	210-5-35-10-640.201 Adult Collection	630.34	35581	08/23/21
00530	08/10/21	Adult Collection, Supplie B6249583	210-5-35-10-610.000 General Supplies	35.20	35581	08/23/21
V04609	08/01/21	Adult Collection 1866808	210-5-35-10-640.201 Adult Collection	93.48	35587	08/23/21
09040	07/27/21	CCTV hybrid setup 081721	210-5-10-10-330.000 Professional Services	6165.95	35589	08/23/21
25120	08/05/21	Town Timesheets July 351486	210-5-10-10-610.000 General Supplies	80.00	35590	08/23/21
25715	08/13/21	Amtrak Station ADA 17815 081321	210-5-10-10-330.000 Professional Services	555.00	35596	08/23/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
23215	08/13/21	ESSEX EQUIPMENT INC COUPLER, FEMALE 10797842-000	210-5-25-10-431.000 R&M Buildings & Grounds	18.65	35600	08/23/21
16000	08/13/21	FISHER AUTO PARTS Krylon Semi-Flat Black 293342504	210-5-40-12-610.000 General Supplies	8.15	35606	08/23/21
04035	08/11/21	GOT THAT RENTAL & SALES I .PAINT UPSIDE DOWN/ 89441	210-5-40-12-610.000 General Supplies	15.00	35612	08/23/21
04035	08/17/21	GOT THAT RENTAL & SALES I Fuel Cap 89674	210-5-30-12-610.000 General Supplies	40.15	35612	08/23/21
07010	08/10/21	GREEN MOUNTAIN POWER CORP solar accts 7/8 to 8/9/21 08/10/2021D	210-5-41-20-622.000 Electricity	109.72	35613	08/23/21
07010	08/10/21	GREEN MOUNTAIN POWER CORP solar accts 7/8 to 8/9/21 08/10/2021D	210-5-41-23-622.000 Electricity	57.74	35613	08/23/21
07010	08/10/21	GREEN MOUNTAIN POWER CORP solar accts 7/8 to 8/9/21 08/10/2021D	210-5-40-12-622.200 Streetlight Electricity	87.42	35613	08/23/21
07010	08/10/21	GREEN MOUNTAIN POWER CORP solar accts 7/8 to 8/9/21 08/10/2021D	210-5-40-12-622.000 Electricity	37.57	35613	08/23/21
07010	08/10/21	GREEN MOUNTAIN POWER CORP solar accts 7/8 to 8/9/21 08/10/2021D	210-5-41-22-622.000 Electricity	109.72	35613	08/23/21
07010	08/10/21	GREEN MOUNTAIN POWER CORP solar accts 7/8 to 8/9/21 08/10/2021D	210-5-41-21-622.000 Electricity	207.61	35613	08/23/21
27840	08/17/21	MADISON NATIONAL LIFE INS Life Prem Sept 2021 090121V	210-5-10-10-210.000 Group Insurance	109.81	35627	08/23/21
27840	08/17/21	MADISON NATIONAL LIFE INS Life Prem Sept 2021 090121V	210-5-13-10-210.000 Group Insurance	36.61	35627	08/23/21
27840	08/17/21	MADISON NATIONAL LIFE INS Life Prem Sept 2021 090121V	210-5-40-12-210.000 Group Insurance	122.91	35627	08/23/21
27840	08/17/21	MADISON NATIONAL LIFE INS Life Prem Sept 2021 090121V	210-5-40-13-210.000 Group Insurance	19.51	35627	08/23/21
27840	08/17/21	MADISON NATIONAL LIFE INS Life Prem Sept 2021 090121V	210-5-35-10-210.000 Group Insurance	219.60	35627	08/23/21
27840	08/17/21	MADISON NATIONAL LIFE INS Life Prem Sept 2021 090121V	210-5-16-10-210.000 Group Insurance	73.20	35627	08/23/21
27840	08/17/21	MADISON NATIONAL LIFE INS Life Prem Sept 2021 090121V	210-5-30-10-210.000 Group Insurance	146.40	35627	08/23/21
27840	08/17/21	MADISON NATIONAL LIFE INS Life Prem Sept 2021 090121V	210-5-30-12-210.000 Group Insurance	72.86	35627	08/23/21
27395	08/08/21	MVP HEALTH CARE INC 43118 Health Prem Sept 2021 090121V	210-5-10-10-210.000 Group Insurance	4554.38	35633	08/23/21
27395	08/08/21	MVP HEALTH CARE INC 43118 Health Prem Sept 2021 090121V	210-5-40-12-210.000 Group Insurance	5233.28	35633	08/23/21
27395	08/08/21	MVP HEALTH CARE INC 43118 Health Prem Sept 2021 090121V	210-5-40-13-210.000 Group Insurance	903.31	35633	08/23/21
27395	08/08/21	MVP HEALTH CARE INC 43118 Health Prem Sept 2021 090121V	210-5-35-10-210.000 Group Insurance	7176.86	35633	08/23/21
27395	08/08/21	MVP HEALTH CARE INC 43118 Health Prem Sept 2021 090121V	210-5-16-10-210.000 Group Insurance	1351.56	35633	08/23/21
27395	08/08/21	MVP HEALTH CARE INC 43118 Health Prem Sept 2021 090121V	210-5-30-10-210.000 Group Insurance	7595.84	35633	08/23/21
27395	08/08/21	MVP HEALTH CARE INC 43118 Health Prem Sept 2021 090121V	210-5-30-12-210.000 Group Insurance	2027.38	35633	08/23/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
44275	08/03/21	Administrative Fee Invoic	202107	210-5-13-10-570.000 Other Purchased Services	102.50	35634	08/23/21
05485	08/10/21	Copier leases 8/15-9/14/2	73463774	210-5-35-10-442.000 Rental Vehicles/Equip	80.72	35635	08/23/21
05485	08/10/21	Copier leases 8/15-9/14/2	73463774	210-5-35-10-442.000 Rental Vehicles/Equip	80.74	35635	08/23/21
05485	08/10/21	Copier leases 8/15-9/14/2	73463774	210-5-40-12-442.000 Rental Vehicles/Equip	72.59	35635	08/23/21
05485	08/10/21	Copier leases 8/15-9/14/2	73463774	210-5-10-10-442.000 Rental Vehicles/Equip	138.97	35635	08/23/21
06675	08/19/21	Copier usage various 7/18	IN438111	210-5-35-10-442.000 Rental Vehicles/Equip	0.18	35636	08/23/21
06675	08/19/21	Copier usage various 7/18	IN438111	210-5-35-10-442.000 Rental Vehicles/Equip	78.92	35636	08/23/21
06675	08/19/21	Copier usage various 7/18	IN438111	210-5-40-12-442.000 Rental Vehicles/Equip	0.56	35636	08/23/21
06675	08/19/21	Copier usage various 7/18	IN438111	210-5-10-10-442.000 Rental Vehicles/Equip	55.24	35636	08/23/21
28035	08/09/21	Throw Bags	243525	210-5-25-10-750.000 Machinery & Equipment	264.55	35639	08/23/21
28035	08/12/21	Life Vests	243783	210-5-25-10-750.000 Machinery & Equipment	242.46	35639	08/23/21
25235	08/11/21	Sprinkler system inspecti	01828	210-5-41-21-431.000 R&M Buildings & Grounds	217.50	35641	08/23/21
01175	08/02/21	SRP Grant \$200 Donation	125-21	210-5-90-00-890.000 Federal Grant Expenditure	200.00	35642	08/23/21
01175	08/02/21	SRP Grant \$200 Donation	125-21	210-5-90-00-991.000 Library Donation Expense	400.00	35642	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil	090121V	210-5-10-10-210.000 Group Insurance	233.98	35644	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil	090121V	210-5-13-10-210.000 Group Insurance	68.55	35644	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil	090121V	210-5-40-12-210.000 Group Insurance	346.64	35644	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil	090121V	210-5-40-13-210.000 Group Insurance	56.85	35644	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil	090121V	210-5-35-10-210.000 Group Insurance	496.26	35644	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil	090121V	210-5-16-10-210.000 Group Insurance	71.96	35644	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil	090121V	210-5-30-10-210.000 Group Insurance	517.76	35644	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil	090121V	210-5-30-12-210.000 Group Insurance	104.53	35644	08/23/21
17505	08/11/21	Village Solar July	232	210-5-41-26-622.000 Electricity	2984.45	35656	08/23/21
17505	08/11/21	Village Solar July	232	210-5-41-23-622.000 Electricity	395.88	35656	08/23/21
17505	08/11/21	Village Solar July	232	210-5-41-21-622.000 Electricity	770.38	35656	08/23/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
17505	08/11/21	SAND HILL SOLAR LLC Village Solar July 232	210-5-41-22-622.000 Electricity	484.53	35656	08/23/21
17505	08/11/21	SAND HILL SOLAR LLC Village Solar July 232	210-5-41-20-622.000 Electricity	484.53	35656	08/23/21
17505	08/11/21	SAND HILL SOLAR LLC Village Solar July 232	210-5-40-12-622.000 Electricity	955.94	35656	08/23/21
17505	08/11/21	SAND HILL SOLAR LLC Village Solar July 232	210-5-40-12-622.000 Electricity	269.34	35656	08/23/21
11345	08/11/21	SANITARY EQUIPMENT CO INC VAC - REDUCER WLDMNT 0153897	210-5-40-12-430.000 R&M Vehicles & Equipment	146.24	35657	08/23/21
11345	08/12/21	SANITARY EQUIPMENT CO INC VAC - SUCTION ELBOW WEAR 0153966	210-5-40-12-430.000 R&M Vehicles & Equipment	566.56	35657	08/23/21
29835	07/30/21	SHERWIN-WILLIAMS Poly for Pavilion 08077	210-5-41-21-431.000 R&M Buildings & Grounds	79.96	35660	08/23/21
29835	08/17/21	SHERWIN-WILLIAMS Paint 15791	210-5-25-10-431.000 R&M Buildings & Grounds	135.14	35660	08/23/21
29835	07/30/21	SHERWIN-WILLIAMS Poly for Pavilion 30532	210-5-41-21-431.000 R&M Buildings & Grounds	79.96	35660	08/23/21
23855	08/12/21	SOUTHWORTH-MILTON, INC. door for loader 2347160	210-5-40-12-430.000 R&M Vehicles & Equipment	2098.36	35662	08/23/21
43260	08/02/21	ULINE Panel Rack 136871339	210-5-25-10-431.000 R&M Buildings & Grounds	48.18	35671	08/23/21
23395	08/13/10	VILLAGE HARDWARE - WILLIS Fatmax Tape 513734	210-5-40-12-610.000 General Supplies	20.89	35674	08/23/21
V10238	08/09/21	VT AIR TESTING SVC Wolfsgart 2021 523	210-1-00-00-130.002 Exchange - Billable	820.00	35676	08/23/21
V10126	03/05/21	VT COUNCIL ON RURAL DEVEL Annual Contribution 1	210-5-16-10-500.000 Training, Conf, Dues	150.00	35678	08/23/21
22780	08/11/21	WITTEN MATTHEW Children's Programs 081121D	210-5-35-10-840.202 Childrens Programs	250.00	35686	08/23/21
25715	08/13/21	DONALD L. HAMLIN CONSULT Road ResQ 19801 081321	220-5-00-00-720.002 1 Main; Road Res-Q	249.00	35596	08/23/21
25715	08/13/21	DONALD L. HAMLIN CONSULT Crescent Connector 12833 081321	230-5-16-10-890.824 Cres. Connector	1377.50	35596	08/23/21
27840	08/17/21	MADISON NATIONAL LIFE INS Life Prem Sept 2021 090121V	254-5-54-20-210.000 Group Insurance	91.50	35627	08/23/21
27395	08/08/21	MVP HEALTH CARE INC 43118 Health Prem Sept 2021 090121V	254-5-54-20-210.000 Group Insurance	4692.66	35633	08/23/21
24960	08/16/21	NORTHEAST DELTA DENTAL Dental Prem Sept 2021 Vil 090121V	254-5-54-20-210.000 Group Insurance	439.29	35644	08/23/21
11345	08/11/21	SANITARY EQUIPMENT CO INC VAC - REDUCER WLDMNT 0153897	254-5-54-20-430.000 R&M Vehicles & Equipment	24.37	35657	08/23/21
11345	08/12/21	SANITARY EQUIPMENT CO INC VAC - SUCTION ELBOW WEAR 0153966	254-5-54-20-430.000 R&M Vehicles & Equipment	94.43	35657	08/23/21
38760	08/11/21	TI-SALES INC Meter Swivel Nut x 3/4'' 0134184	254-5-54-70-750.001 Meter Replacement Program	110.30	35670	08/23/21
42625	07/31/21	ALDRICH & ELLIOTT PC Gravity Bypass 5/30-7-31- 80022	255-5-55-70-730.001 Energy Conservation	254.32	35570	08/23/21
07465	08/13/21	BIBENS ACE HARDWARE INC WASP HORNET KILLR20OZ 42159	255-5-55-30-570.000 Other Purchased Services	15.00	35579	08/23/21

For Check Acct 01 (GENERAL FUND) All check #s 08/23/21 To 08/23/21 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
06870	08/12/21	Metals 381492	255-5-55-30-340.000 Technical Services	50.00	35598	08/23/21
06870	08/12/21	Q 3 Metals 381493	255-5-55-30-340.000 Technical Services	50.00	35598	08/23/21
06870	08/13/21	8/3/21 TKN 381706	255-5-55-30-340.000 Technical Services	35.00	35598	08/23/21
06870	08/17/21	Zn Confirmation sample 381838	255-5-55-30-340.000 Technical Services	270.00	35598	08/23/21
06870	08/18/21	Zn follow-up 382087	255-5-55-30-340.000 Technical Services	90.00	35598	08/23/21
38955	08/02/21	CHP CIRC PMP 2400 HCPCTY 72483968	255-5-55-30-570.000 Other Purchased Services	-693.74	35602	08/23/21
38955	07/30/21	CHP CIRC PMP 2400 72484041	255-5-55-30-570.000 Other Purchased Services	693.74	35602	08/23/21
04640	07/30/21	Gantry for pump gallery VTBUR297575	255-5-55-30-570.000 Other Purchased Services	290.56	35604	08/23/21
V10347	08/12/21	August PEST SERVICE 3343855	255-5-55-30-570.000 Other Purchased Services	74.00	35619	08/23/21
05495	08/11/21	field service 7/20 and 7 14195	255-5-55-30-570.000 Other Purchased Services	1500.00	35622	08/23/21
V9454	08/13/21	clothing - Jutras 3361721	255-5-55-30-612.000 Uniforms	150.00	35623	08/23/21
27840	08/17/21	Life Prem Sept 2021 090121V	255-5-55-30-210.000 Group Insurance	189.10	35627	08/23/21
27395	08/08/21	Health Prem Sept 2021 090121V	255-5-55-30-210.000 Group Insurance	7848.24	35633	08/23/21
05485	08/10/21	Copier leases 8/15-9/14/2 73463774	255-5-55-30-442.000 Rental Vehicles/Equip	80.74	35635	08/23/21
06675	08/19/21	Copier usage various 7/18 IN438111	255-5-55-30-442.000 Rental Vehicles/Equip	27.05	35636	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil 090121V	255-5-55-30-210.000 Group Insurance	455.65	35644	08/23/21
11345	08/11/21	VAC - REDUCER WLDMNT 0153897	255-5-55-30-430.000 R&M Vehicles & Equipment	24.37	35657	08/23/21
11345	08/12/21	VAC - SUCTION ELBOW WEAR 0153966	255-5-55-30-430.000 R&M Vehicles & Equipment	94.43	35657	08/23/21
V2159	08/13/21	4,800 gal Sodium Hypochlo 360788	255-5-55-30-619.000 Chemicals	4713.60	35665	08/23/21
07010	08/10/21	solar accts 7/8 to 8/9/21 08/10/2021D	256-5-56-40-622.000 Electricity	87.75	35613	08/23/21
07010	08/10/21	solar accts 7/8 to 8/9/21 08/10/2021D	256-5-56-40-434.001 Susie Wilson PS Costs	58.62	35613	08/23/21
07010	08/10/21	solar accts 7/8 to 8/9/21 08/10/2021D	256-5-56-40-434.002 West Street PS Costs	64.50	35613	08/23/21
27840	08/17/21	Life Prem Sept 2021 090121V	256-5-56-40-210.000 Group Insurance	51.23	35627	08/23/21
27395	08/08/21	Health Prem Sept 2021 090121V	256-5-56-40-210.000 Group Insurance	3353.31	35633	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil 090121V	256-5-56-40-210.000 Group Insurance	176.70	35644	08/23/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
17505	08/11/21	Village Solar July	232	256-5-56-40-622.000 Electricity	668.46	35656	08/23/21
17505	08/11/21	Village Solar July	232	256-5-56-40-434.001 Susie Wilson PS Costs	451.64	35656	08/23/21
17505	08/11/21	Village Solar July	232	256-5-56-40-622.000 Electricity	156.06	35656	08/23/21
11345	08/11/21	VAC - REDUCER WLDMNT	0153897	256-5-56-40-430.000 R&M Vehicles & Equipment	292.47	35657	08/23/21
11345	08/12/21	VAC - SUCTION ELBOW WEAR	0153966	256-5-56-40-430.000 R&M Vehicles & Equipment	1133.10	35657	08/23/21
38760	08/11/21	Meter Swivel Nut x 3/4"	0134184	256-5-56-70-750.001 Meter Replacement Program	220.59	35670	08/23/21
19815	08/12/21	Sr Center Supplies	11J3L1C6HV7D	258-5-33-13-610.000 General Supplies	391.91	35573	08/23/21
05485	08/10/21	Copier leases 8/15-9/14/2	73463774	258-5-33-13-442.000 Rental Vehicles/Equip	94.15	35635	08/23/21
06675	08/19/21	Copier usage various 7/18	IN438111	258-5-33-13-442.000 Rental Vehicles/Equip	0.06	35636	08/23/21
19815	08/15/21	CMS Supplies	11PR4LVGJ7GC	259-5-30-17-610.000 General Supplies	209.48	35573	08/23/21
19815	08/05/21	Camp Discovery Supplies	14F6YW14DMJ6	259-5-30-17-610.000 General Supplies	55.12	35573	08/23/21
19815	08/10/21	Pool Gloves	1K3G93TT4WMX	259-5-30-11-610.000 General Supplies	105.52	35573	08/23/21
19815	08/11/21	CMS Supplies	1KP1TT3TFNHQ	259-5-30-17-610.000 General Supplies	27.17	35573	08/23/21
19815	08/07/21	CMS Supplies	1KQC314XRYHD	259-5-30-17-610.000 General Supplies	46.98	35573	08/23/21
42665	07/10/21	EJRP Amazon FY22	0432266 0721	259-5-30-17-610.000 General Supplies	170.36	35574	08/23/21
42665	07/10/21	EJRP Amazon FY22	0432266 0721	259-5-30-16-610.000 General Supplies	86.94	35574	08/23/21
42665	07/10/21	EJRP Amazon FY22	0432266 0721	259-5-30-14-610.000 General Supplies	143.96	35574	08/23/21
42665	07/10/21	EJRP Amazon FY 21	0432266 072B	259-5-30-17-610.000 General Supplies	356.36	35574	08/23/21
42665	07/10/21	EJRP Amazon FY 21	0432266 072B	259-5-30-15-610.000 General Supplies	218.72	35574	08/23/21
42665	07/10/21	EJRP Amazon FY 21	0432266 072B	259-5-30-11-610.000 General Supplies	33.53	35574	08/23/21
17045	08/16/21	Blueprint Summer Camp	081621D	259-5-30-14-330.000 Professional Services	8000.00	35578	08/23/21
28210	08/11/21	Camp Venture 8/510	081121D	259-5-30-17-580.000 Travel	183.00	35585	08/23/21
31545	08/12/21	Camp REACH Supplies	081221D	259-5-30-17-610.000 General Supplies	127.25	35592	08/23/21
20680	08/16/21	Drivers Ed Summer Session	103	259-5-30-14-330.000 Professional Services	13950.00	35599	08/23/21
25075	08/11/21	Hornets Volleyball Camps	081121D	259-5-30-14-330.000 Professional Services	9524.00	35601	08/23/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
07070	08/11/21	Hornets Volleyball Camps	081121D	259-5-30-14-330.000 Professional Services	3168.00	35624	08/23/21
27840	08/17/21	Life Prem Sept 2021	090121V	259-5-30-15-210.000 Group Insurance	217.73	35627	08/23/21
27840	08/17/21	Life Prem Sept 2021	090121V	259-5-30-16-210.000 Group Insurance	143.85	35627	08/23/21
V1456	08/23/21	Camp Reach food 8/11	1003	259-5-30-17-610.000 General Supplies	138.15	35629	08/23/21
27970	08/14/21	CMS Last Day Celebration	00000018	259-5-30-17-330.000 Professional Services	250.00	35631	08/23/21
27395	08/08/21	Health Prem Sept 2021	090121V	259-5-30-15-210.000 Group Insurance	3378.90	35633	08/23/21
27395	08/08/21	Health Prem Sept 2021	090121V	259-5-30-16-210.000 Group Insurance	6514.72	35633	08/23/21
05485	08/10/21	Copier leases 8/15-9/14/2	73463774	259-5-30-10-442.000 Rental Vehicles/Equip	177.89	35635	08/23/21
06675	08/19/21	Copier usage various 7/18	IN438111	259-5-30-10-442.000 Rental Vehicles/Equip	133.73	35636	08/23/21
38540	08/17/21	EJRP NRPA Conf Hotel	081721D	259-5-30-10-500.000 Training, Conf, Dues	3180.96	35637	08/23/21
38540	08/17/21	EJRP NRPA Conf Hotel	081721D	259-5-30-15-500.000 Training, Conf, Dues	1060.32	35637	08/23/21
38540	08/17/21	EJRP NRPA Conf Hotel	081721D	259-5-30-12-500.000 Training, Conf, Dues	1060.32	35637	08/23/21
38540	08/17/21	EJRP NRPA Conf Hotel	081721D	259-5-30-16-500.000 Training, Conf, Dues	1060.32	35637	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil	090121V	259-5-30-15-210.000 Group Insurance	287.84	35644	08/23/21
24960	08/16/21	Dental Prem Sept 2021 Vil	090121V	259-5-30-16-210.000 Group Insurance	428.55	35644	08/23/21
2900	08/06/21	Camp Discovery Creemes	7082	259-5-30-17-610.000 General Supplies	952.00	35647	08/23/21
24855	08/19/21	Petty Cash Reimbursement	081921D	259-5-30-17-610.000 General Supplies	175.37	35651	08/23/21
10435	07/30/21	Manager TShirts	18790	259-5-30-11-610.000 General Supplies	137.50	35658	08/23/21
17675	08/13/21	Camp Venture 8/13	2	259-5-30-17-580.000 Travel	480.00	35661	08/23/21
17675	07/08/21	CMS Field Trip 8/13	3	259-5-30-17-580.000 Travel	455.00	35661	08/23/21
23495	08/13/21	Reach EES Bus 8/9-12	70128333	259-5-30-17-580.000 Travel	971.57	35664	08/23/21
23495	08/13/21	Reach Bus 8/11 12	70128334	259-5-30-17-580.000 Travel	812.74	35664	08/23/21
23495	08/16/21	CMS Bus 8/13	70128392	259-5-30-17-580.000 Travel	649.51	35664	08/23/21
23495	08/16/21	Reach EES Bus 8/13	70128393	259-5-30-17-580.000 Travel	204.64	35664	08/23/21
27815	08/13/21	Camp Field Trip Skate Ren	000039	259-5-30-17-580.000 Travel	460.00	35668	08/23/21

08/24/21
09:27 am

Town of Essex / Village of EJ Accounts Payable
Check Warrant Report # 17265 Current Prior Next FY Invoices For Fund (GENERAL FUND)
For Check Acct 01 (GENERAL FUND) All check #s 08/23/21 To 08/23/21 & Fund 2

Page 8 of 8
cackermanfaedi

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
25280	THE LIFEGUARD STORE	08/04/21	Guard Suits INV001103613	259-5-30-11-610.000 General Supplies	58.00	35669	08/23/21
25280	THE LIFEGUARD STORE	08/05/21	Guard Board Short INV001104078	259-5-30-11-610.000 General Supplies	22.75	35669	08/23/21
25280	THE LIFEGUARD STORE	07/30/21	Guard Supplies INVOO1102499	259-5-30-11-610.000 General Supplies	191.85	35669	08/23/21
25315	VESPA'S PIZZA PASTA & DEL	08/11/21	Camp Discovery Food 081121D	259-5-30-17-610.000 General Supplies	41.00	35673	08/23/21
28380	WATER SAFETY PORDUCTS INC	07/23/21	Pool Supplies 205334	259-5-30-11-610.000 General Supplies	235.70	35684	08/23/21
Report Total					144081.70		

To the Treasurer of Town of Essex, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ***144,081.70
Let this be your order for the payments of these amounts.

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
14400	ABOVE AND BEYOND	06/30/21	6/6-7/3 cleaning 6201	210-5-41-20-400.000 Contracted Services	1575.00	35688	08/27/21
14400	ABOVE AND BEYOND	06/30/21	6/6-7/3 cleaning 6201	210-5-41-21-400.000 Contracted Services	3532.75	35688	08/27/21
14400	ABOVE AND BEYOND	08/17/21	8/1-9/4 CLEANING 6341	210-5-41-20-400.000 Contracted Services	750.00	35688	08/27/21
14400	ABOVE AND BEYOND	08/17/21	8/1-9/4 CLEANING 6341	210-5-41-21-400.000 Contracted Services	2212.75	35688	08/27/21
05290	ADVANCE AUTO PARTS	08/19/21	paint, etc. 552123122169	210-5-40-12-610.000 General Supplies	31.24	35689	08/27/21
09345	BASIC	07/27/21	One Time ARPA Admin Fee- 512036	210-5-10-10-210.000 Group Insurance	225.00	35695	08/27/21
02235	BOUND TREE MEDICAL LLC	08/02/21	Trauma Dressing 84152176	210-5-25-10-613.000 Program Supplies	49.02	35698	08/27/21
21210	CINTAS LOC # 68M 71 M	08/18/21	first aid supplies 5073095295	210-5-40-12-610.000 General Supplies	203.52	35704	08/27/21
04940	COMCAST	08/12/21	TV and internet 0091811 0821	210-5-40-12-600.000 Salt, Sand and Gravel	61.00	35706	08/27/21
04940	COMCAST	08/12/21	TV and internet 0091811 0821	210-5-40-12-610.000 General Supplies	179.50	35706	08/27/21
25715	DONALD L. HAMLIN CONSULT	08/18/21	VEJ-Misc Assistance 2021 21-810A	210-5-40-12-330.000 Professional Services	494.00	35710	08/27/21
04640	FASTENAL INDUSTRIAL & CON	08/23/21	nuts and washers VTBUR298620	210-5-40-12-610.000 General Supplies	21.74	35714	08/27/21
04035	GOT THAT RENTAL & SALES I	08/19/21	.LASER, TOPCON 89783	210-5-40-12-610.000 General Supplies	1014.73	35721	08/27/21
07010	GREEN MOUNTAIN POWER CORP	08/13/21	non-solar accts 7/13 to 8 0001 081321D	210-5-40-12-622.200 Streetlight Electricity	9825.58	35722	08/27/21
07010	GREEN MOUNTAIN POWER CORP	08/13/21	non-solar accts 7/13 to 8 0001 081321D	210-5-40-12-622.200 Streetlight Electricity	623.72	35722	08/27/21
07010	GREEN MOUNTAIN POWER CORP	08/10/21	MSP Power July 081021 EJRP	210-5-41-26-622.000 Electricity	44.89	35724	08/27/21
07010	GREEN MOUNTAIN POWER CORP	08/10/21	MSP Power July 41748 0821	210-5-41-26-622.000 Electricity	1620.19	35726	08/27/21
25465	HOK MASONRY INC	08/17/21	MASONRY FOR DROP BOX 2 LINCOLN ST	210-5-41-20-431.000 R&M Buildings & Grounds	754.00	35730	08/27/21
23980	INTERSTATE BATTERY OF VT	08/23/21	truck #7 battery 190320101515	210-5-40-12-430.000 R&M Vehicles & Equipment	296.00	35732	08/27/21
03525	KITTELL BRANAGAN & SARGEN	08/19/21	Audit Services 81886	210-5-13-10-335.000 Audit	1085.53	35736	08/27/21
V10462	MONAGHAN SAFAR DUCHAM PL	08/01/21	July Legal JULY	210-5-10-10-320.000 Legal Services	140.00	35742	08/27/21
V10462	MONAGHAN SAFAR DUCHAM PL	08/01/21	July Legal JULY	210-5-10-10-320.000 Legal Services	2522.50	35742	08/27/21
V10462	MONAGHAN SAFAR DUCHAM PL	08/01/21	July Legal JULY	210-5-10-10-320.000 Legal Services	52.50	35742	08/27/21
V10462	MONAGHAN SAFAR DUCHAM PL	08/01/21	July Legal JULY	210-5-16-10-320.000 Legal Services	472.50	35742	08/27/21
V10462	MONAGHAN SAFAR DUCHAM PL	08/01/21	July Legal JULY	210-5-16-10-320.000 Legal Services	17.50	35742	08/27/21

10:44 am

Check Warrant Report # 17266 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 08/24/21 To 08/27/21 & Fund 2

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
V10462	08/01/21	MONAGHAN SAFAR DUCHAM PL July Legal	210-5-16-10-320.000	35.00	35742	08/27/21
		JULY	Legal Services			
V10462	08/01/21	MONAGHAN SAFAR DUCHAM PL July Legal	210-5-10-10-320.000	165.00	35742	08/27/21
		JULY	Legal Services			
V10615	08/09/21	NATIONAL PEN COMPANY, LLC Flashlights	210-5-25-10-613.000	447.90	35745	08/27/21
		112161032	Program Supplies			
29835	08/24/21	SHERWIN-WILLIAMS paint	210-5-40-12-610.000	233.91	35759	08/27/21
		18894	General Supplies			
V9848	08/17/21	TSI, INC Calibration Cleaning	210-5-25-10-431.000	763.27	35767	08/27/21
		91374228	R&M Buildings & Grounds			
14900	06/30/21	UNITED STATES TREASURY Village PCORI Fees CY 202	210-5-10-10-210.000	101.08	35771	08/27/21
		06/30/2021	Group Insurance			
36130	06/19/21	VERIZON WIRELESS service from 5-20 to 6-19	210-5-40-12-530.000	192.85	35773	08/27/21
		9882253973	Communications			
11935	08/20/21	VIKING-CIVES USA 1VIKVR452 replaced circui	210-5-40-12-430.000	675.18	35775	08/27/21
		4508407	R&M Vehicles & Equipment			
11935	08/23/21	VIKING-CIVES USA IV1K.VR451 hydraulic hose	210-5-40-12-430.000	931.31	35775	08/27/21
		4508435	R&M Vehicles & Equipment			
21230	08/19/21	VISION SERVICE PLAN (CT) Vision Prem Sept 21 Villa	210-5-10-10-210.000	58.19	35776	08/27/21
		090121V	Group Insurance			
21230	08/19/21	VISION SERVICE PLAN (CT) Vision Prem Sept 21 Villa	210-5-13-10-210.000	13.61	35776	08/27/21
		090121V	Group Insurance			
21230	08/19/21	VISION SERVICE PLAN (CT) Vision Prem Sept 21 Villa	210-5-40-12-210.000	67.94	35776	08/27/21
		090121V	Group Insurance			
21230	08/19/21	VISION SERVICE PLAN (CT) Vision Prem Sept 21 Villa	210-5-40-13-210.000	10.86	35776	08/27/21
		090121V	Group Insurance			
21230	08/19/21	VISION SERVICE PLAN (CT) Vision Prem Sept 21 Villa	210-5-35-10-210.000	90.55	35776	08/27/21
		090121V	Group Insurance			
21230	08/19/21	VISION SERVICE PLAN (CT) Vision Prem Sept 21 Villa	210-5-16-10-210.000	18.76	35776	08/27/21
		090121V	Group Insurance			
21230	08/19/21	VISION SERVICE PLAN (CT) Vision Prem Sept 21 Villa	210-5-30-10-210.000	86.81	35776	08/27/21
		090121V	Group Insurance			
21230	08/19/21	VISION SERVICE PLAN (CT) Vision Prem Sept 21 Villa	210-5-30-12-210.000	22.99	35776	08/27/21
		090121V	Group Insurance			
10840	08/17/21	WINTER EQUIPMENT CO INC BlockBuster HammerHead li	210-5-40-12-610.000	5356.26	35785	08/27/21
		48621	General Supplies			
V9941	07/13/21	COMMERCIAL CARD SVCS EMPLOYEE RECOGNITION/COMM	210-5-10-10-845.000	645.21	101633	08/24/21
		24 HR WRISTB	Employee/Volunteer Recogn			
V9941	07/09/21	COMMERCIAL CARD SVCS EMP APPREC/AMTRAK	210-5-10-10-845.000	143.16	101633	08/24/21
		24HR WRISTBA	Employee/Volunteer Recogn			
V9941	07/09/21	COMMERCIAL CARD SVCS EMP APPREC/AMTRAK	210-5-17-10-850.000	715.80	101633	08/24/21
		24HR WRISTBA	Community Events and Cele			
V9941	07/08/21	COMMERCIAL CARD SVCS Order for EJ Fire Dept	210-5-41-22-610.000	38.35	101633	08/24/21
		3907448	General Supplies			
V9941	08/09/21	COMMERCIAL CARD SVCS Public Works charges 7/15	210-5-40-12-610.000	330.00	101633	08/24/21
		7790 08/09/2	General Supplies			
V9941	07/12/21	COMMERCIAL CARD SVCS EMPLOYEE APPRECIATION	210-5-10-10-845.000	247.92	101633	08/24/21
		AMAZON H	Employee/Volunteer Recogn			
V9941	07/22/21	COMMERCIAL CARD SVCS BULLETIN BOARD 2 LINCOLN	210-5-41-20-431.000	389.04	101633	08/24/21
		AMAZON N	R&M Buildings & Grounds			

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
V9941	COMMERCIAL CARD SVCS	07/22/21	OFFICE SUPPLIES	210-5-10-10-610.000	22.96	101633	08/24/21
	AMAZON OA			General Supplies			
V9941	COMMERCIAL CARD SVCS	07/26/21	DROP BOX LINCOLN HALL	210-5-41-20-431.000	212.07	101633	08/24/21
	AMAZON P			R&M Buildings & Grounds			
V9941	COMMERCIAL CARD SVCS	07/12/21	AMTRAK EVENT TICKETS	210-5-17-10-850.000	1.00	101633	08/24/21
	AMTRAK E			Community Events and Cele			
V9941	COMMERCIAL CARD SVCS	07/09/21	EMPLOYEE APPRECIATION	210-5-10-10-845.000	72.58	101633	08/24/21
	CHRISTMAS TR			Employee/Volunteer Recogn			
25715	DONALD L. HAMLIN CONSULT	08/13/21	Gravel Wetland Project	230-5-40-13-890.816	205.20	35710	08/27/21
			20-802 08132	Brick/Mansfield CA0462			
V10462	MONAGHAN SAFAR DUCHAM PL	08/01/21	July Legal	230-5-16-10-890.824	1832.50	35742	08/27/21
	JULY			Cres. Connector			
V10462	MONAGHAN SAFAR DUCHAM PL	08/01/21	July Legal	230-5-16-10-890.824	35.00	35742	08/27/21
	JULY			Cres. Connector			
37965	S D IRELAND CONCRETE	08/03/21	Densmore Dr Pay Req 4	230-5-40-13-890.801	203025.00	35755	08/27/21
			668	Densmore Dr FEMA			
23435	CHAMPLAIN WATER DISTRICT	07/31/21	Village Water July 2021	254-5-54-20-411.000	1164.27	35703	08/27/21
			073121V	CWD Water Purchase			
23435	CHAMPLAIN WATER DISTRICT	07/31/21	Village Water July 2021	254-5-54-70-411.400	5998.75	35703	08/27/21
			073121V	CWD Water Purchase - Glob			
23435	CHAMPLAIN WATER DISTRICT	07/31/21	Village Water July 2021	254-5-54-20-411.000	55698.87	35703	08/27/21
			073121V	CWD Water Purchase			
23435	CHAMPLAIN WATER DISTRICT	07/31/21	Village Water July 2021	254-5-54-70-411.400	286980.20	35703	08/27/21
			073121V	CWD Water Purchase - Glob			
07010	GREEN MOUNTAIN POWER CORP	08/13/21	non-solar accts 7/13 to 8	254-5-54-20-622.000	74.72	35722	08/27/21
			0001 081321D	Electricity			
03525	KITTELL BRANAGAN & SARGEN	08/19/21	Audit Services	254-5-54-20-335.000	651.32	35736	08/27/21
			81886	Audit			
38760	TI-SALES INC	08/25/21	Ford Meter Flange x 2" Fe	254-5-54-70-750.001	126.96	35765	08/27/21
			0134643	Meter Replacement Program			
36130	VERIZON WIRELESS	06/19/21	service from 5-20 to 6-19	254-5-54-20-530.000	177.25	35773	08/27/21
			9882253973	Communications			
21230	VISION SERVICE PLAN (CT)	08/19/21	Vision Prem Sept 21 Villa	254-5-54-20-210.000	81.50	35776	08/27/21
			090121V	Group Insurance			
V10734	ENCORE ESSEX JUNCTION SOL	08/23/21	Monthly Payment 7/20/21-8	255-5-55-30-622.000	2969.11	35711	08/27/21
			2108-WWTP	Electricity			
23215	ESSEX EQUIPMENT INC	08/23/21	grinder accessories	255-5-55-30-570.000	35.36	35713	08/27/21
			10798772	Other Purchased Services			
03525	KITTELL BRANAGAN & SARGEN	08/19/21	Audit Services	255-5-55-30-335.000	651.32	35736	08/27/21
			81886	Audit			
V10462	MONAGHAN SAFAR DUCHAM PL	08/01/21	July Legal	255-5-55-30-320.000	377.50	35742	08/27/21
	JULY			Legal Services			
V10462	MONAGHAN SAFAR DUCHAM PL	08/01/21	July Legal	255-5-55-30-320.000	17.50	35742	08/27/21
	JULY			Legal Services			
V1661	NORTH CENTRAL LABORATORIE	08/12/21	Lab Supplies	255-5-55-30-618.000	57.03	35751	08/27/21
			458494	Laboratory Supplies			
V2124	STAPLES ADVANTAGE	08/21/21	office supplies	255-5-55-30-610.000	55.76	35763	08/27/21
			3485045667	General Supplies			
21230	VISION SERVICE PLAN (CT)	08/19/21	Vision Prem Sept 21 Villa	255-5-55-30-210.000	99.09	35776	08/27/21
			090121V	Group Insurance			

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
07010	GREEN MOUNTAIN POWER CORP	08/13/21	non-solar accts 7/13 to 8 0001 081321D	256-5-56-40-622.000 Electricity	377.58	35722	08/27/21
03525	KITTELL BRANAGAN & SARGEN	08/19/21	Audit Services 81886	256-5-56-40-335.000 Audit	361.83	35736	08/27/21
12235	NEW ENGLAND CENTRAL RAILR	08/03/21	ROW 8951 176208	256-5-56-40-441.000 Rental Land/Buildings	1544.35	35747	08/27/21
38760	TI-SALES INC	08/25/21	Ford Meter Flange x 2" Fe 0134643	256-5-56-70-750.001 Meter Replacement Program	253.93	35765	08/27/21
21230	VISION SERVICE PLAN (CT)	08/19/21	Vision Prem Sept 21 Villa 090121V	256-5-56-40-210.000 Group Insurance	34.82	35776	08/27/21
26020	802 RESTROOMS	08/20/21	Camp Restroom Service Cal 18117082021	259-5-30-17-330.000 Professional Services	3825.00	35687	08/27/21
19815	AMAZON CAPITAL SERVICES	08/20/21	RK MSP Supplies 1MK1JNGTKDW7	259-5-30-15-610.000 General Supplies	789.90	35690	08/27/21
19815	AMAZON CAPITAL SERVICES	08/23/21	RK EES Summit Westford Su 1N7NRQXCGDLW	259-5-30-15-610.000 General Supplies	405.66	35690	08/27/21
19815	AMAZON CAPITAL SERVICES	08/22/21	RK MSP Supplies 1NR73QQKHC1V	259-5-30-15-610.000 General Supplies	782.75	35690	08/27/21
19815	AMAZON CAPITAL SERVICES	08/23/21	RK Fleming Supplies 1VPMTMLD4VW	259-5-30-15-610.000 General Supplies	388.56	35690	08/27/21
25595	AMERICAN RED CROSS	08/18/21	Lifeguarding Review 22369236	259-5-30-11-330.000 Professional Services	80.00	35691	08/27/21
2915	BERGERON DORIS	08/18/21	Aspire Punch Pass Refund 120168	259-4-30-14-020.311 Youth Programs	50.00	35696	08/27/21
28210	CATAMOUNT FAMILY CENTER,	08/23/21	Camp Venture 8/17 19 082321D	259-5-30-17-580.000 Travel	108.00	35700	08/27/21
2935	FUREY KIRK	08/25/21	RK Bus Transport Service 1	259-5-30-15-330.000 Professional Services	3000.00	35718	08/27/21
24855	PETTY CASH - CAITLIN FAY	08/26/21	EJRP Petty Cash Reimburse 082621D	259-5-30-17-580.000 Travel	47.00	35752	08/27/21
24855	PETTY CASH - CAITLIN FAY	08/26/21	EJRP Petty Cash Reimburse 082621D	259-5-30-15-610.000 General Supplies	46.75	35752	08/27/21
24855	PETTY CASH - CAITLIN FAY	08/26/21	EJRP Petty Cash Reimburse 082621D	259-5-30-16-610.000 General Supplies	178.76	35752	08/27/21
24830	REINHART FOODSERVICE	08/24/21	RK Snack 526261	259-5-30-15-610.000 General Supplies	562.94	35753	08/27/21
24830	REINHART FOODSERVICE	08/24/21	RK Summit Snack 527254	259-5-30-15-610.000 General Supplies	242.38	35753	08/27/21
24830	REINHART FOODSERVICE	08/24/21	RK Hiawatha Snack 527259	259-5-30-15-610.000 General Supplies	216.53	35753	08/27/21
24830	REINHART FOODSERVICE	08/24/21	RK Fleming Snack 527272	259-5-30-15-610.000 General Supplies	286.20	35753	08/27/21
10435	SCREENMYLOGO.COM	08/16/21	Pool Manager Suits 18813	259-5-30-11-610.000 General Supplies	30.00	35757	08/27/21
14160	SHELBURNE MUSEUM	07/30/21	CMS Field Trip 7/30 1194	259-5-30-17-580.000 Travel	320.00	35758	08/27/21
14160	SHELBURNE MUSEUM	08/04/21	Camp Discovery 8/4 1195	259-5-30-17-580.000 Travel	255.00	35758	08/27/21
45825	SPARE TIME	08/18/21	Camp Venture 8/18 19115300	259-5-30-17-580.000 Travel	356.00	35762	08/27/21

For Check Acct 01 (GENERAL FUND) All check #s 08/24/21 To 08/27/21 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
26445	08/17/21	Pickleball Clinics 081721D	259-5-30-14-330.000 Professional Services	1680.00	35768	08/27/21
25315	08/18/21	CMS Staff Food 081821D	259-5-30-17-610.000 General Supplies	120.00	35774	08/27/21
21230	08/19/21	Vision Prem Sept 21 Villa 090121V	259-5-30-15-210.000 Group Insurance	75.04	35776	08/27/21
21230	08/19/21	Vision Prem Sept 21 Villa 090121V	259-5-30-16-210.000 Group Insurance	80.24	35776	08/27/21
Report Total				----- 616708.15 =====		

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Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
05290	ADVANCE AUTO PARTS	08/26/21	Long Life 1 EA SYLV, ligh 552123822443	210-5-40-12-610.000 General Supplies	5.59	35786	09/03/21
05290	ADVANCE AUTO PARTS	08/30/21	BRITE TOUCH-PRMR GRY 1 (552124246035	210-5-40-12-610.000 General Supplies	7.88	35786	09/03/21
27490	AMILIA CONSULTING USA INC	04/20/21	Cost Recovery 2nd Payment INV0277	210-5-30-10-330.000 Professional Services	1493.75	35790	09/03/21
07465	BIBENS ACE HARDWARE INC	08/27/21	Signage 423035	210-5-35-10-610.000 General Supplies	4.99	35792	09/03/21
19630	BP WASTEWATER SERVICES OF	09/01/21	Auger the sewer line 8678	210-5-41-20-431.000 R&M Buildings & Grounds	575.00	35795	09/03/21
00530	BRODART CO	08/02/21	Adult Collection, Supplie B6242633	210-5-35-10-640.201 Adult Collection	15.12	35796	09/03/21
00530	BRODART CO	08/02/21	Adult Collection, Supplie B6242633	210-5-35-10-610.000 General Supplies	0.80	35796	09/03/21
00530	BRODART CO	08/02/21	Adult Collection, Supplie B6242634	210-5-35-10-640.201 Adult Collection	44.45	35796	09/03/21
00530	BRODART CO	08/02/21	Adult Collection, Supplie B6242634	210-5-35-10-610.000 General Supplies	1.60	35796	09/03/21
00530	BRODART CO	08/02/21	Adult Collection, Supplie B6242635	210-5-35-10-640.201 Adult Collection	61.00	35796	09/03/21
00530	BRODART CO	08/02/21	Adult Collection, Supplie B6242635	210-5-35-10-610.000 General Supplies	3.20	35796	09/03/21
00530	BRODART CO	08/02/21	Adult Collection, Supplie B6242636	210-5-35-10-640.201 Adult Collection	157.90	35796	09/03/21
00530	BRODART CO	08/02/21	Adult Collection, Supplie B6242636	210-5-35-10-610.000 General Supplies	8.00	35796	09/03/21
00530	BRODART CO	08/02/21	Adult Collection, Supplie B6242643	210-5-35-10-640.201 Adult Collection	48.17	35796	09/03/21
00530	BRODART CO	08/02/21	Adult Collection, Supplie B6242643	210-5-35-10-610.000 General Supplies	2.40	35796	09/03/21
23455	CHITTENDEN SOLID WASTE DI	08/25/21	SMALL TIRE (WIL) 3329079	210-5-40-12-425.000 Trash Removal	9.00	35799	09/03/21
27450	CHURCHMAN JOHN C & JENNIF	08/05/21	Youth Programs 08052021D	210-5-35-10-840.202 Childrens Programs	100.00	35800	09/03/21
17895	CLEAN NEST	08/23/21	MPR Floor Cleaning 10173	210-5-41-26-400.000 Contracted Services	1292.50	35802	09/03/21
04940	COMCAST	08/23/21	MSP Internet Sept 8/30-9/ 0176315 0821	210-5-41-26-530.000 Communications	355.15	35805	09/03/21
04940	COMCAST	08/23/21	Park St Internet Sept 8/3 0210908 0821	210-5-41-23-530.000 Communications	215.61	35806	09/03/21
31545	COSTCO #314	08/27/21	Supplies EJFD 08272021	210-5-25-10-610.000 General Supplies	169.83	35810	09/03/21
38280	CRYSTAL ROCK BOTTLED WATE	08/17/21	Water 2 Lincoln 177222770821	210-5-41-20-610.000 General Supplies	12.92	35811	09/03/21
V10576	ECOPIXEL LLC	09/01/21	Web hosting sept 2980	210-5-10-10-530.000 Communications	129.00	35816	09/03/21
04640	FASTENAL INDUSTRIAL & CON	08/24/21	cross walks signs bolts VTBUR298679	210-5-40-12-610.000 General Supplies	62.79	35820	09/03/21
18000	FERGUSON WATERWORKS #590	08/26/21	8 MUNI BALL PLUG, etc. 1045439	210-5-40-12-575.000 Storm Sewer Maintenance	371.20	35821	09/03/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
21845	08/18/21	FIRST NATIONAL BANK OMAHA Google Workspace July 1-3 00170821	210-5-35-10-505.000 Tech. Subs, Licenses	120.38	35823	09/03/21
15045	08/20/21	GLOBAL FOUNDRIES US2 LLC MSP Land Lease 2021 1260002401	210-5-30-12-441.000 Rental Land/Buildings	500.00	35833	09/03/21
04035	08/17/21	GOT THAT RENTAL & SALES I Excavator Rental B9562	210-5-30-12-442.000 Rental Vehicles/Equip	670.00	35834	09/03/21
10810	08/23/21	HARRISON REDI MIX CORP BLOCKS for yard 52472	210-5-40-12-431.000 R&M Buildings & Grounds	912.50	35839	09/03/21
33495	07/28/21	INGRAM LIBRARY SERVICES I Adult Collection, Supplie 54027521	210-5-35-10-640.201 Adult Collection	132.99	35842	09/03/21
33495	07/28/21	INGRAM LIBRARY SERVICES I Adult Collection, Supplie 54027521	210-5-35-10-610.000 General Supplies	0.90	35842	09/03/21
33495	08/18/21	INGRAM LIBRARY SERVICES I Adult Collection, Supplie 54353104	210-5-35-10-640.201 Adult Collection	27.43	35842	09/03/21
33495	08/18/21	INGRAM LIBRARY SERVICES I Adult Collection, Supplie 54353104	210-5-35-10-610.000 General Supplies	0.90	35842	09/03/21
37715	08/30/21	INTEGRITY COMMUNICATIONS VIDEO DOORBELL 40140	210-5-41-20-431.000 R&M Buildings & Grounds	496.01	35843	09/03/21
2905	08/18/21	JANARO KARA Our Village/Voices TShirt 081821D	210-5-17-10-850.000 Community Events and Cele	960.00	35845	09/03/21
33195	08/24/21	LIMOGE & SONS GARAGE DOOR repair shed door 73530TE	210-5-40-12-431.000 R&M Buildings & Grounds	168.85	35848	09/03/21
V10130	08/17/21	LOWE'S BUSINESS ACCOUNT Materials for Washer Inst 02109A	210-5-25-10-431.000 R&M Buildings & Grounds	65.99	35849	09/03/21
11265	09/03/21	NEW HORIZONS EMBROIDERY & Community events celecrat S18979	210-5-17-10-850.000 Community Events and Cele	596.00	35854	09/03/21
27240	08/15/21	OTIS ELEVATOR COMPANY Maintenance Service from 100400491992	210-5-41-21-431.000 R&M Buildings & Grounds	318.72	35857	09/03/21
V10729	08/02/21	OVERDRIVE INC Juvenile Collection 014591014821	210-5-35-10-640.202 Juvenile Collection	532.86	35858	09/03/21
27365	08/31/21	PETTY CASH-TOWN CLERK Supplies for pkg permit - 1964948	210-5-10-10-610.000 General Supplies	10.99	35861	09/03/21
27365	07/23/21	PETTY CASH-TOWN CLERK Certification expense rei 210723	210-5-10-10-500.000 Training, Conf, Dues	70.00	35861	09/03/21
25140	08/31/21	PIKE INDUSTRIES INC Asphalt 1150788	210-5-40-12-605.000 Summer Construction Suppl	383.36	35862	09/03/21
25635	08/23/21	PIONEER MANUFACTURING CO Athletic Field Paint INV802520	210-5-30-12-610.000 General Supplies	819.50	35863	09/03/21
23465	08/18/21	PITNEY BOWES, INC. POSTAGE LEASE 9/20-12/19/ 3314078646	210-5-10-10-442.000 Rental Vehicles/Equip	209.97	35864	09/03/21
V1816	08/31/21	POSTMASTER BURLINGTON PERMIT FEE PERMIT 675	210-5-10-10-560.000 Postage	265.00	35865	09/03/21
37965	08/23/21	S D IRELAND CONCRETE Main Pleasant for blinky 91341	210-5-40-12-451.000 Summer Construction Servi	280.00	35871	09/03/21
00275	08/18/21	SB SIGNS INC GROUNDS MAINTENANCE 25240	210-5-41-20-431.000 R&M Buildings & Grounds	270.00	35873	09/03/21
42565	08/11/21	SEVEN DAYS Employment Ad 213665	210-5-30-10-550.000 Printing and Binding	100.00	35875	09/03/21
42565	08/18/21	SEVEN DAYS Job Ads 213836	210-5-30-10-550.000 Printing and Binding	100.00	35875	09/03/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
42565	08/18/21	SEVEN DAYS EJRP Bus Bid 213964	210-5-30-10-550.000 Printing and Binding	24.44	35875	09/03/21
42565	08/25/21	SEVEN DAYS Job Ads 214013	210-5-30-10-550.000 Printing and Binding	100.00	35875	09/03/21
42565	08/25/21	SEVEN DAYS Planning Commission ad fo 214098	210-5-16-10-540.000 Advertising	61.88	35875	09/03/21
29835	08/26/21	SHERWIN-WILLIAMS painting supplies 19728	210-5-40-12-610.000 General Supplies	106.08	35876	09/03/21
29835	08/30/21	SHERWIN-WILLIAMS painting supplies 60632	210-5-40-12-610.000 General Supplies	18.10	35876	09/03/21
23855	08/25/21	SOUTHWORTH-MILTON, INC. Seal-Bulk nv2358228	210-5-40-12-430.000 R&M Vehicles & Equipment	74.80	35877	09/03/21
V2124	08/14/21	STAPLES ADVANTAGE Office supplies 3484523293	210-5-10-10-610.000 General Supplies	50.99	35879	09/03/21
36825	08/30/21	THE SMALL ENGINE CO INC Sheave Blade Drive 091465	210-5-40-12-430.000 R&M Vehicles & Equipment	138.82	35882	09/03/21
36130	08/18/21	VERIZON WIRELESS CELL PHONE SERVICE 9886499827	210-5-40-12-530.000 Communications	35.01	35886	09/03/21
36130	08/18/21	VERIZON WIRELESS shared inv. 7/19 to 8/18/ 9886502232	210-5-16-10-530.000 Communications	40.01	35887	09/03/21
36130	08/18/21	VERIZON WIRELESS shared inv. 7/19 to 8/18/ 9886502232	210-5-25-10-530.000 Communications	159.95	35887	09/03/21
36130	08/19/21	VERIZON WIRELESS 7/20 to 8/19/21 9886586680	210-5-40-12-530.000 Communications	192.83	35888	09/03/21
23395	08/26/21	VILLAGE HARDWARE - WILLIS 2/0x10 ZN Pass Chain 200247B	210-5-40-12-610.000 General Supplies	33.78	35889	09/03/21
V10238	08/25/21	VT AIR TESTING SVC Twiddle 2021 524	210-1-00-00-130.002 Exchange - Billable	1192.50	35891	09/03/21
V10238	08/25/21	VT AIR TESTING SVC Billy Strings 2021 525	210-1-00-00-130.002 Exchange - Billable	617.50	35891	09/03/21
V10238	08/25/21	VT AIR TESTING SVC Modest Mouse 2021 526	210-1-00-00-130.002 Exchange - Billable	617.50	35891	09/03/21
29825	08/23/21	VT GAS SYSTEMS MSP Gas August 7/19-8/19/ 1578756 0821	210-5-41-26-621.000 Natural Gas/Heating	39.32	35893	09/03/21
29825	08/23/21	VT GAS SYSTEMS 7/19 to 8/19/21 21410	210-5-40-12-621.000 Natural Gas/Heating	70.56	35894	09/03/21
29825	08/23/21	VT GAS SYSTEMS 7/19 to 8/19/21 21410	210-5-41-20-621.000 Natural Gas/Heating	66.78	35894	09/03/21
29825	08/23/21	VT GAS SYSTEMS 7/19 to 8/19/21 21410	210-5-41-23-621.000 Natural Gas/Heating	130.74	35894	09/03/21
29825	08/23/21	VT GAS SYSTEMS 7/19 to 8/19/21 21410	210-5-41-22-621.000 Natural Gas/Heating	50.75	35894	09/03/21
29825	08/23/21	VT GAS SYSTEMS 7/19 to 8/19/21 21410	210-5-41-21-621.000 Natural Gas/Heating	60.10	35894	09/03/21
29825	08/23/21	VT GAS SYSTEMS MSP Gas August 7/19-8/19/ 810044 0821	210-5-41-26-621.000 Natural Gas/Heating	74.63	35898	09/03/21
07565	08/10/21	W B MASON CO INC Office Supplies 222388282	210-5-30-10-610.000 General Supplies	14.97	35903	09/03/21
07565	08/11/21	W B MASON CO INC Office Supplies 222431269	210-5-30-10-610.000 General Supplies	180.66	35903	09/03/21

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Check Warrant Report # 17267 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 09/03/21 To 09/03/21 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
07565	08/20/21	Trash Liners Paper Towel 222685091	210-5-30-12-610.000 General Supplies	367.93	35903	09/03/21
07565	08/20/21	Face Masks 222689900	210-5-30-10-610.000 General Supplies	19.98	35903	09/03/21
07565	08/25/21	Water Supplies 222809965	210-5-30-10-610.000 General Supplies	108.68	35903	09/03/21
07565	08/25/21	Water Cooler Rental 222814167	210-5-30-10-610.000 General Supplies	29.97	35903	09/03/21
07565	08/26/21	Office Supplies 222840085	210-5-30-10-610.000 General Supplies	3.08	35903	09/03/21
07565	08/11/21	Water Bottle Credit CM0098392	210-5-30-10-610.000 General Supplies	-36.00	35903	09/03/21
07565	08/25/21	Water Bottle Credit CM0139726	210-5-30-10-610.000 General Supplies	-12.00	35903	09/03/21
07565	08/25/21	Water Bottle Credit CM0139730	210-5-30-10-610.000 General Supplies	-36.00	35903	09/03/21
31275	08/10/21	Jackson St Hydrant 10414	254-5-54-20-430.000 R&M Vehicles & Equipment	1470.00	35815	09/03/21
43435	08/19/21	backhoe repair 2103411	254-5-54-20-430.000 R&M Vehicles & Equipment	9390.59	35866	09/03/21
43435	08/19/21	backhoe repair 2103426	254-5-54-20-430.000 R&M Vehicles & Equipment	1920.13	35866	09/03/21
43435	08/30/21	hyd hose 2105737	254-5-54-20-430.000 R&M Vehicles & Equipment	145.17	35866	09/03/21
36130	08/19/21	7/20 to 8/19/21 9886586680	254-5-54-20-530.000 Communications	177.24	35888	09/03/21
29825	08/23/21	7/19 to 8/19/21 21410	254-5-54-20-621.000 Natural Gas/Heating	39.32	35894	09/03/21
04940	08/23/21	internet 8/30 to 9/29/21 0316028 0821	255-5-55-30-530.000 Communications	213.30	35807	09/03/21
06870	08/27/21	Essex Jct. WWTF TKN Only 383068	255-5-55-30-340.000 Technical Services	35.00	35818	09/03/21
07010	08/23/21	39 Cascade 7/20 - 8/19/21 0821 WWP	255-5-55-30-622.000 Electricity	5845.12	35836	09/03/21
07010	09/03/21	39 Cascade 0821 WWP	255-5-55-30-622.000 Electricity	5845.12	35838	09/03/21
17220	08/16/21	digester grit 681641	255-5-55-30-421.000 Grit Disposal	843.00	35855	09/03/21
36130	08/18/21	CELL PHONE SERVICE 9886499827	255-5-55-30-530.000 Communications	80.96	35886	09/03/21
36130	08/18/21	CELL PHONE SERVICE 9886499827	255-5-55-30-570.000 Other Purchased Services	40.01	35886	09/03/21
36130	08/18/21	shared inv. 7/19 to 8/18/ 9886502232	255-5-55-30-530.000 Communications	55.85	35887	09/03/21
29825	08/23/21	7/19 to 8/19/21 21410	255-5-55-30-621.000 Natural Gas/Heating	564.39	35894	09/03/21
29825	08/23/21	7/19 to 8/19/21 21410	256-5-56-40-621.000 Natural Gas/Heating	45.03	35894	09/03/21
29825	08/23/21	7/19 to 8/19/21 21410	256-5-56-40-434.001 Susie Wilson PS Costs	40.14	35894	09/03/21

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Check Warrant Report # 17267 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 09/03/21 To 09/03/21 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
29825	08/23/21	7/19 to 8/19/21 21410	256-5-56-40-434.002 West Street PS Costs	41.77	35894	09/03/21
21570	08/25/21	Sr Center Petty Cash Reim 082521D	258-5-33-13-830.000 Regular Programs	91.58	35860	09/03/21
19815	08/28/21	RK EES Supplies 16QDJY7FJX1R	259-5-30-15-610.000 General Supplies	110.43	35787	09/03/21
19815	08/25/21	RK MSP Supplies 17WFJ31D1HLX	259-5-30-15-610.000 General Supplies	54.99	35787	09/03/21
19815	08/29/21	RK FMS Supplies 1DX9J93TT4Y	259-5-30-15-610.000 General Supplies	168.59	35787	09/03/21
19815	08/28/21	RK Fleming Snack 1YKTWGH4KKD1	259-5-30-15-610.000 General Supplies	231.87	35787	09/03/21
19815	08/25/21	EES Summit Westford RK Su 1YXWFD479QQH	259-5-30-15-610.000 General Supplies	72.72	35787	09/03/21
23455	08/24/21	Pool Trash Removal 3328645	259-5-30-11-431.000 R&M Buildings & Grounds	10.00	35799	09/03/21
02800	08/16/21	Preschool Supplies P40701370001	259-5-30-16-610.000 General Supplies	953.12	35813	09/03/21
04640	07/27/21	First Aid Supplies VTBUR297364	259-5-30-17-610.000 General Supplies	2.84	35820	09/03/21
04640	07/27/21	First Aid Supplies VTBUR297365	259-5-30-17-610.000 General Supplies	5.98	35820	09/03/21
25325	08/20/21	Pool Chemicals 31422	259-5-30-11-431.000 R&M Buildings & Grounds	2995.77	35822	09/03/21
20195	08/12/21	CMS Field Trip 7/23 813455	259-5-30-17-580.000 Travel	1008.00	35832	09/03/21
20195	08/06/21	CMS Field Trip 7/9 839333	259-5-30-17-580.000 Travel	992.00	35832	09/03/21
38460	08/27/21	Garden Supplies 23793	259-5-30-14-610.000 General Supplies	84.21	35847	09/03/21
14570	07/09/21	Camp Discovery Field Trip 88775A	259-5-30-17-580.000 Travel	706.00	35850	09/03/21
14570	08/24/21	Venture Outdoor Summer Se 90475	259-5-30-17-580.000 Travel	5000.00	35850	09/03/21
24830	07/13/21	Discovery Snack 506073	259-5-30-17-610.000 General Supplies	252.83	35867	09/03/21
24830	08/25/21	RK FMS Snack 528026	259-5-30-15-610.000 General Supplies	181.95	35867	09/03/21
24830	08/30/21	RK Fleming Snack 529836	259-5-30-15-610.000 General Supplies	57.72	35867	09/03/21
24830	08/30/21	RK FMS Snack 530042	259-5-30-15-610.000 General Supplies	196.10	35867	09/03/21
28025	08/06/21	Preschool Supplies QU011295923	259-5-30-16-610.000 General Supplies	1088.77	35874	09/03/21
45825	07/02/21	Discovery Field Trip 7/2 18366692	259-5-30-17-580.000 Travel	698.80	35878	09/03/21
23495	08/25/21	Reach Bus 8/10 70128746	259-5-30-17-580.000 Travel	252.05	35880	09/03/21
42345	08/11/21	Preschool Chairs 5183926700	259-5-30-16-610.000 General Supplies	206.93	35884	09/03/21

09/03/21

Town of Essex / Village of EJ Accounts Payable

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Check Warrant Report # 17267 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 09/03/21 To 09/03/21 & Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
36130	VERIZON WIRELESS	08/18/21	CELL PHONE SERVICE 9886499827	259-5-30-16-610.000 General Supplies	40.48	35886	09/03/21
07565	W B MASON CO INC	08/25/21	RK Supplies 222810210	259-5-30-15-610.000 General Supplies	73.98	35903	09/03/21
Report Total					----- 60088.39 =====		

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Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
APDEFAULT	09/02/21	Hardware for Washers 42350	210-5-25-10-431.000 R&M Buildings & Grounds	273.46	35908	09/10/21
23190	09/02/21	FREIGHTLINER repair W 18296	210-5-40-12-430.000 R&M Vehicles & Equipment	1616.62	35909	09/10/21
07465	09/01/21	DUCT TAPE 20YD BLACK ACE 42347	210-5-40-12-610.000 General Supplies	9.98	35910	09/10/21
07465	09/02/21	Hardware for Washers 42350	210-5-25-10-431.000 R&M Buildings & Grounds	273.46	35910	09/10/21
00530	07/30/21	FASTips, Supplies B6241383	210-5-90-00-991.000 Library Donation Expense	170.83	35911	09/10/21
00530	07/30/21	FASTips, Supplies B6241383	210-5-35-10-610.000 General Supplies	9.60	35911	09/10/21
00530	08/04/21	Adult Collection B6244977	210-5-35-10-640.201 Adult Collection	125.40	35911	09/10/21
00530	08/24/21	Youth Collection, Supplie B6261303	210-5-35-10-640.202 Juvenile Collection	31.43	35911	09/10/21
00530	08/24/21	Youth Collection, Supplie B6261303	210-5-35-10-610.000 General Supplies	3.20	35911	09/10/21
00530	08/24/21	Youth Collection, Supplie B6261305	210-5-35-10-640.202 Juvenile Collection	10.77	35911	09/10/21
00530	08/24/21	Youth Collection, Supplie B6261305	210-5-35-10-610.000 General Supplies	2.40	35911	09/10/21
00530	08/24/21	Youth Collection, Supplie B6261306	210-5-35-10-640.202 Juvenile Collection	214.83	35911	09/10/21
00530	08/24/21	Youth Collection, Supplie B6261306	210-5-35-10-610.000 General Supplies	15.20	35911	09/10/21
16030	08/30/21	100 12"X12"X6"PVC Junctio 36047	210-5-40-12-610.200 Streetlight Supplies	631.49	35912	09/10/21
21210	09/01/21	WATERBREAK COOLER AGRMENT 9144791753	210-5-40-12-610.000 General Supplies	50.00	35917	09/10/21
17895	09/03/21	MSP Cleaning August 10182	210-5-41-26-400.000 Contracted Services	2795.00	35919	09/10/21
17895	09/03/21	MSP Cleaning August 10183	210-5-41-26-400.000 Contracted Services	4139.00	35919	09/10/21
25120	09/01/21	EJRP Online Timesheets Au 353545	210-5-30-10-330.000 Professional Services	987.00	35920	09/10/21
25120	09/01/21	Town Online Timesheets Au 353840	210-5-13-10-570.000 Other Purchased Services	80.00	35920	09/10/21
04940	08/19/21	Internet 2 Lincoln 8/26-9 0136343 0821	210-5-41-20-530.000 Communications	163.39	35921	09/10/21
04940	08/19/21	Internet 2 Lincoln 8/26-9 0136343 0821	210-4-41-20-090.000 Transfer Town/Village	-163.39	35921	09/10/21
35260	09/03/21	Embroidery 07082161	210-5-25-10-612.000 Uniforms	45.00	35926	09/10/21
24045	08/12/21	cleaning supplies for 2 L 209203	210-5-41-20-610.000 General Supplies	116.19	35927	09/10/21
23215	09/02/21	GLOVES, LEATHER LX513KT 10799915-000	210-5-40-12-612.000 Uniforms	99.96	35929	09/10/21
19005	09/01/21	communications 9845737	210-5-40-12-530.000 Communications	84.33	35932	09/10/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
34895	09/01/21	GAUTHIER TRUCKING, INC.	11 Jackson Street 1581889	210-5-40-12-425.000 Trash Removal	104.11	35937	09/10/21
34895	09/01/21	GAUTHIER TRUCKING, INC.	PEARL ST, MAIN ST MEMORIA 1581891	210-5-40-12-425.000 Trash Removal	476.06	35937	09/10/21
34895	09/01/21	GAUTHIER TRUCKING, INC.	BARREL ON BIKE PATH 1582023	210-5-40-12-425.000 Trash Removal	64.59	35937	09/10/21
34895	09/01/21	GAUTHIER TRUCKING, INC.	Trash Service August 1582699	210-5-41-26-400.000 Contracted Services	502.33	35937	09/10/21
34895	09/03/21	GAUTHIER TRUCKING, INC.	Dumping Fee 8/12 1583740	210-5-40-12-431.000 R&M Buildings & Grounds	746.08	35937	09/10/21
20470	08/31/21	GLOBAL MONTELLO GROUP	Global Fuel 8-31-21 invoi 276663	210-5-41-26-626.000 Gasoline	155.61	35938	09/10/21
20470	08/31/21	GLOBAL MONTELLO GROUP	Global Fuel 8-31-21 invoi 276663	210-5-41-22-626.000 Gasoline	439.58	35938	09/10/21
20470	08/31/21	GLOBAL MONTELLO GROUP	Global Fuel 8-31-21 invoi 276663	210-5-40-12-626.000 Gasoline	1953.55	35938	09/10/21
20445	08/23/21	HD SUPPLY CONSTRUCTION &	SONOTUBE RAINGUARD 20"X12 10014804105	210-5-40-12-451.000 Summer Construction Servi	145.00	35941	09/10/21
33495	08/22/21	INGRAM LIBRARY SERVICES I	Adult Collection, Don. Ex 54411823	210-5-35-10-640.201 Adult Collection	123.99	35948	09/10/21
33495	08/22/21	INGRAM LIBRARY SERVICES I	Adult Collection, Don. Ex 54411823	210-5-90-00-991.000 Library Donation Expense	9.00	35948	09/10/21
33495	08/22/21	INGRAM LIBRARY SERVICES I	Adult Collection, Don. Ex 54411823	210-5-35-10-610.000 General Supplies	0.90	35948	09/10/21
28135	09/01/21	JOURNYX, INC	ClockView August 527	210-5-30-10-330.000 Professional Services	600.00	35952	09/10/21
25625	09/02/21	LOWE'S - 1080	EJRP Lowe's July August 4191080 0921	210-5-30-12-610.000 General Supplies	1406.58	35959	09/10/21
44275	09/03/21	MVP SELECT CARE INC.	Administrative Fee Invoic 2021-08A	210-5-13-10-570.000 Other Purchased Services	102.50	35962	09/10/21
29340	08/04/21	O'BRIEN & SONS, INC.	Dewitt Field playground I211014IN	210-5-30-12-431.000 R&M Buildings & Grounds	80.88	35964	09/10/21
23420	08/31/21	P & P SEPTIC SERVICE INC.	Cascade Portolet Septembe T561407	210-5-30-12-330.000 Professional Services	110.00	35967	09/10/21
25140	08/27/21	PIKE INDUSTRIES INC	Asphalt 1150234	210-5-40-12-605.000 Summer Construction Suppl	129.28	35970	09/10/21
24410	08/31/21	PRIORITY EXPRESS INC	Courier for August 2021: 80272136	210-5-35-10-560.000 Postage	185.92	35973	09/10/21
43275	08/25/21	RYCANDON MECHANICAL, INC.	MSP HVAC Maintenance 13839	210-5-30-12-330.000 Professional Services	347.01	35977	09/10/21
09105	09/07/21	SECURE SHRED	Shredding Service Septemb 372418	210-5-30-10-330.000 Professional Services	22.00	35978	09/10/21
42565	09/01/21	SEVEN DAYS	Job Ad 214242	210-5-30-10-550.000 Printing and Binding	100.00	35979	09/10/21
42565	09/01/21	SEVEN DAYS	Planning Commission Ad fo 214315	210-5-16-10-550.000 Printing and Binding	52.00	35979	09/10/21
29835	09/01/21	SHERWIN-WILLIAMS	ACETONE-5-SW 6109-3	210-5-40-12-572.000 Traffic Control	517.17	35980	09/10/21
V10695	08/15/21	SUNSET TREE CARE	cut tree on West Street 08-15-21D	210-5-40-12-571.000 Streetscape Maintenance	450.00	35982	09/10/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
V2377	10/01/21	VLCT EMPLOYMENT RESOURCE	FY22Q2 Unemp REN031723-Q4	210-5-13-10-250.000 Unemployment Insurance	1281.38	35987	09/10/21
V2377	10/01/21	VLCT EMPLOYMENT RESOURCE	FY22Q2 Unemp REN031723-Q4	210-5-40-12-250.000 Unemployment Insurance	252.91	35987	09/10/21
V2377	10/01/21	VLCT EMPLOYMENT RESOURCE	FY22Q2 Unemp REN031723-Q4	210-5-40-13-250.000 Unemployment Insurance	25.29	35987	09/10/21
07565	09/02/21	W B MASON CO INC	Safety Glasses 223034423	210-5-30-12-610.000 General Supplies	45.99	35989	09/10/21
07565	09/03/21	W B MASON CO INC	Office Supplies 223074758	210-5-30-10-610.000 General Supplies	25.59	35989	09/10/21
07565	09/03/21	W B MASON CO INC	Office Supplies Maint G1 223082028	210-5-30-10-610.000 General Supplies	11.30	35989	09/10/21
07565	09/03/21	W B MASON CO INC	Office Supplies Maint G1 223082028	210-5-30-12-610.000 General Supplies	22.36	35989	09/10/21
23000	08/26/21	WHITCOMB	Outbound crushed glass 90023-000036	210-5-40-12-451.000 Summer Construction Servi	77.80	35991	09/10/21
23000	08/25/21	WHITCOMB	Outbound crushed glass 90023-00003A	210-5-40-12-451.000 Summer Construction Servi	38.10	35991	09/10/21
21760	07/26/21	FIRST NATIONAL BANK OMAHA	EPR Credit Card August 0492 0821	210-5-30-10-530.000 Communications	46.99	9102106	09/10/21
21760	07/26/21	FIRST NATIONAL BANK OMAHA	EPR Credit Card August 0492 0821	210-5-30-10-505.000 Tech. Subs, Licenses	15.89	9102106	09/10/21
21760	07/26/21	FIRST NATIONAL BANK OMAHA	EPR Credit Card August 0492 0821	210-5-30-12-610.000 General Supplies	119.00	9102106	09/10/21
36240	08/31/21	DUBOIS & KING INC	Crescent Connector 82	230-5-16-10-890.824 Cres. Connector	5943.27	35925	09/10/21
V9632	08/26/21	HOYLE, TANNER & ASSOC, IN	Densmore Dr. culvert 7-11 0065400	230-5-40-13-890.801 Densmore Dr FEMA	9023.75	35943	09/10/21
29160	06/25/21	RECREATION SUPPLY CO INC	Pool Supplies 427863	233-5-00-00-740.006 Pool Improvements	8093.95	35974	09/10/21
21760	07/26/21	FIRST NATIONAL BANK OMAHA	EPR Credit Card August 0492 0821	233-5-00-00-730.002 Buildings & Facilities	4207.00	9102106	09/10/21
18000	09/02/21	FERGUSON WATERWORKS #590	5-1/4 SAF FLG REP KIT hyd 1044818	254-5-54-20-430.000 R&M Vehicles & Equipment	721.09	35931	09/10/21
20470	08/31/21	GLOBAL MONTELLO GROUP	Global Fuel 8-31-21 invoi 276663	254-5-54-20-626.000 Gasoline	170.24	35938	09/10/21
V2227	09/03/21	TI-SALES, INC.	2' Neptune T-10 Meter 0135060	254-5-54-70-750.001 Meter Replacement Program	388.57	35985	09/10/21
V2377	10/01/21	VLCT EMPLOYMENT RESOURCE	FY22Q2 Unemp REN031723-Q4	254-5-54-20-250.000 Unemployment Insurance	63.23	35987	09/10/21
20470	08/31/21	GLOBAL MONTELLO GROUP	Global Fuel 8-31-21 invoi 276663	255-5-55-30-626.000 Gasoline	190.98	35938	09/10/21
04115	08/05/21	KINSLEY POWER SYSTEMS	high school pump station 000155691	255-5-55-30-570.000 Other Purchased Services	2269.83	35955	09/10/21
V2377	10/01/21	VLCT EMPLOYMENT RESOURCE	FY22Q2 Unemp REN031723-Q4	255-5-55-30-250.000 Unemployment Insurance	147.53	35987	09/10/21
20470	08/31/21	GLOBAL MONTELLO GROUP	Global Fuel 8-31-21 invoi 276663	256-5-56-40-626.000 Gasoline	601.38	35938	09/10/21
V2227	09/03/21	TI-SALES, INC.	2' Neptune T-10 Meter 0135060	256-5-56-70-750.001 Meter Replacement Program	777.15	35985	09/10/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
V2377	10/01/21	VLCT EMPLOYMENT RESOURCE	FY22Q2 Unemp REN031723-Q4	256-5-56-40-250.000 Unemployment Insurance	71.66	35987	09/10/21
19815	08/25/21	AMAZON CAPITAL SERVICES	Sr Center Supplies 14JXDC4Y1WTN	258-5-33-13-830.000 Regular Programs	40.98	35906	09/10/21
19815	08/29/21	AMAZON CAPITAL SERVICES	Sr Center Supplies 19XQ11X7QDVQ	258-5-33-13-830.000 Regular Programs	294.99	35906	09/10/21
21760	07/26/21	FIRST NATIONAL BANK OMAHA	EPR Credit Card August 0492 0821	258-5-33-13-830.000 Regular Programs	19.51	9102106	09/10/21
21760	07/26/21	FIRST NATIONAL BANK OMAHA	EPR Credit Card August 0492 0821	258-5-33-13-830.000 Regular Programs	34.07	9102106	09/10/21
21760	07/26/21	FIRST NATIONAL BANK OMAHA	EPR Credit Card August 0492 0821	258-5-33-13-830.000 Regular Programs	117.69	9102106	09/10/21
37985	08/23/21	A T & T MOBILITY	CELL PHONE SERVICE 878149869 08	259-5-30-14-330.000 Professional Services	43.23	35904	09/10/21
07305	08/31/21	AIRGAS USA LLC	Pool Chemicals 9981934904	259-5-30-11-431.000 R&M Buildings & Grounds	335.00	35905	09/10/21
42665	08/10/21	AMAZON/SYNCB	EJRP Amazon August 0432266 0821	259-5-30-16-610.000 General Supplies	144.87	35907	09/10/21
04640	08/17/21	FASTENAL INDUSTRIAL & CON	First Aid Supplies VTBUR298264	259-5-30-15-610.000 General Supplies	10.02	35930	09/10/21
04640	08/24/21	FASTENAL INDUSTRIAL & CON	First Aid Supplies VTBUR298673	259-5-30-15-610.000 General Supplies	0.31	35930	09/10/21
04640	08/24/21	FASTENAL INDUSTRIAL & CON	PS First Aid Supplies VTBUR298675	259-5-30-16-610.000 General Supplies	13.76	35930	09/10/21
20470	08/31/21	GLOBAL MONTELLO GROUP	Global Fuel 8-31-21 invoi 276663	259-5-30-15-626.000 Gasoline	259.27	35938	09/10/21
04360	08/06/21	HOAGIES PIZZA & PASTA	Camp Pizza 080621D	259-5-30-17-610.000 General Supplies	273.74	35942	09/10/21
20485	08/26/21	HUTTON ROSALIND	Summer Youth Soccer Coach 082621D	259-5-30-14-330.000 Professional Services	150.00	35945	09/10/21
07070	09/01/21	LIGUORI JENNIFER	Hornets Volleyball Camps 090121D	259-5-30-14-330.000 Professional Services	3000.00	35957	09/10/21
27970	06/23/21	MINI GOLF ON THE GO LLC	Camp Reach 7/12 14 00000012	259-5-30-17-330.000 Professional Services	350.00	35961	09/10/21
23420	07/20/21	P & P SEPTIC SERVICE INC.	Program Portolets T558563	259-5-30-14-330.000 Professional Services	330.00	35967	09/10/21
24855	09/09/21	PETTY CASH - CAITLIN FAY	EJRP Petty Cash 9.9 090921D	259-5-30-16-610.000 General Supplies	53.70	35969	09/10/21
24855	09/09/21	PETTY CASH - CAITLIN FAY	EJRP Petty Cash 9.9 090921D	259-5-30-10-560.000 Postage	26.35	35969	09/10/21
24855	09/09/21	PETTY CASH - CAITLIN FAY	EJRP Petty Cash 9.9 090921D	259-5-30-15-610.000 General Supplies	15.56	35969	09/10/21
14230	08/25/21	PREMIER COACH CO INC	DC Trip 4/2022 Deposit 63391	259-5-30-14-330.000 Professional Services	1094.00	35972	09/10/21
2945	08/23/21	RICE MEMORIAL HIGH SCHOOL	Gym Rental 8/269/2 082321D	259-5-30-14-330.000 Professional Services	375.00	35976	09/10/21
21760	07/26/21	FIRST NATIONAL BANK OMAHA	EPR Credit Card August 0492 0821	259-5-30-15-500.000 Training, Conf, Dues	650.00	9102106	09/10/21
21760	07/26/21	FIRST NATIONAL BANK OMAHA	EPR Credit Card August 0492 0821	259-5-30-17-610.000 General Supplies	41.45	9102106	09/10/21

09/10/21

Town of Essex / Village of EJ Accounts Payable

11:08 am

Check Warrant Report # 17268 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 09/10/21 To 09/10/21 & Fund 2

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
21760	07/26/21	FIRST NATIONAL BANK OMAHA EPR Credit Card August 0492 0821	259-5-30-10-500.000 Training, Conf, Dues	3012.80	9102106	09/10/21
21760	07/26/21	FIRST NATIONAL BANK OMAHA EPR Credit Card August 0492 0821	259-5-30-17-580.000 Travel	188.21	9102106	09/10/21
21760	07/26/21	FIRST NATIONAL BANK OMAHA EPR Credit Card August 0492 0821	259-5-30-14-330.000 Professional Services	515.50	9102106	09/10/21
Report Total				66631.53		

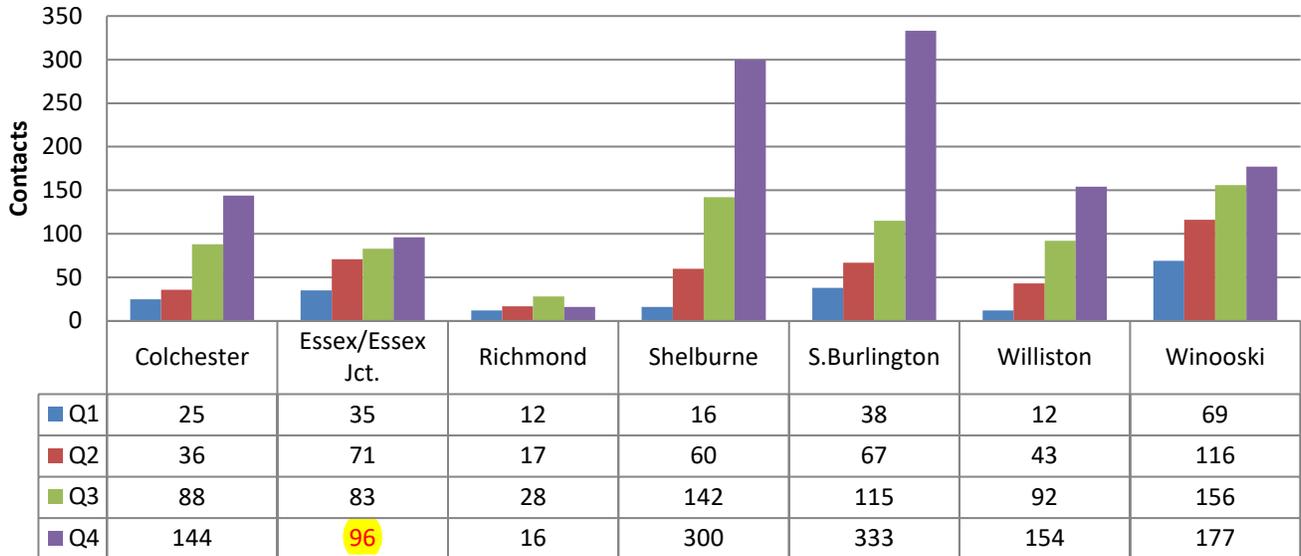
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**HOWARD CENTER COMMUNITY OUTREACH REPORT
FY20/FY21 COMPARISON**

	FY20	FY21
Total Contacts	1,575	2,707
Phone (multiple calls may be made in one contact)	3,344	6,561
Face-to-Face	734	1,110
Unique Client Count	567	1,084
% Adult (Unique client count)	78%	84%
Adult	440	896
Youth (< 18 yrs)	80	120
Age unknown		68
% Services with Active Designated Agency Enrollment	43%	55%
Active Howard Center Services	671	1404
Not Active Howard Center Services	470	949
Unknown	211	322
Referrals to...	1,270	1,982
Behavioral Health Care	446	715
Social Services (Economic, Housing, Basic Needs)	135	648
Medical Health Care	32	144
FCCC	184	331
Police-Involved Contacts	818	1,044
Assisting Police or Co-Response	381	503
Diverting Police	384	211
Police Resource Time Saved (hours)	33.4	193
Proactive Community Outreach Supports	186	2,100
Outcome to the Emergency Department	92	153
Medically Necessary (only)	10	25
Psychiatrically Necessary (only)	53	78
Both Medically & Psychiatrically Necessary	28	50
Transportation Means to the ED		
Ambulance	40	78
Police	35	55
Outreach Staff Transport	8	5
Family/Other Transport	8	11
Level of Distress: Total services where distress rated		1,272
Maintaining or improvement by pre-post encounter		99%
If distressed, % showing improvement by end of service	55%	65%
Escalating in distress at end of service		<1%

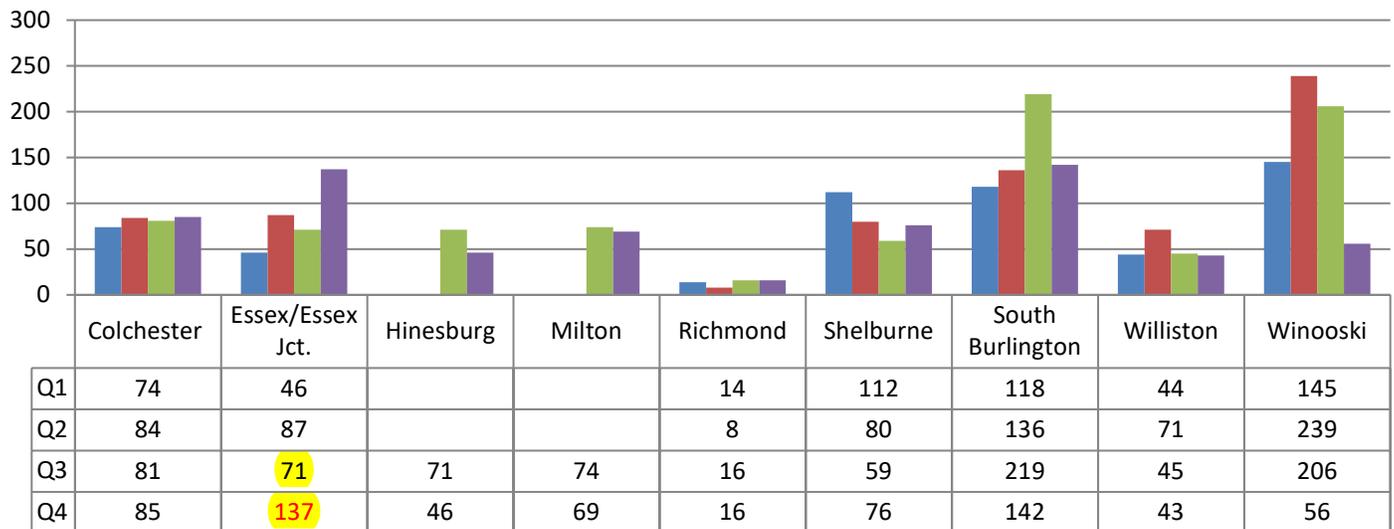
Italics text on FY20 indicates numbers may have shifted with change to new EHR after Q1.

FY20 - Services by Town



FY21 Services by Town

*(each service may include multiple calls)



**HOWARD CENTER COMMUNITY OUTREACH QUARTERLY REPORT FY21
Q4 (April 1, 2021 – June 30, 2021)**

Total Number Of Services (each service may include multiple calls)	646
Phone	1689
Face-to-Face Contacts	267
Unique Client Count	321
% Adult (Unique client count)	80%
Adult	257
Youth (< 18 yrs)	46
Age unknown	18
% Services with Active Designated Agency Enrollment	42%
Active Howard Center Services	260
Not Active Howard Center Services	238
Unknown	119
Referrals to...	320
Behavioral Health Care	81
Social Services (Economic, Housing, Basic Needs, Employment)	135
Medical Health Care	38
FCCC	66
Police-Involved Contacts	251
Assisting Police or Co-Response	125
Diverting Police	70
Police Resource Time Saved (hours)	99
Proactive/Engaging Community Outreach Supports	398
Outcome to the Emergency Department	38
Medically Necessary (only)	5
Psychiatrically Necessary (only)	23
Both Medically & Psychiatrically Necessary	10
Transportation Means to the ED	-
Ambulance	15
Police	15
Outreach Staff Transport	5
Family/Other Transport	3
Level of Distress: Total services where distress rated	217
Maintaining or improvement by pre-post encounter	99%
If distressed, % showing improvement by end of service	144/217 (66%)
Escalating in distress at end of service	1%

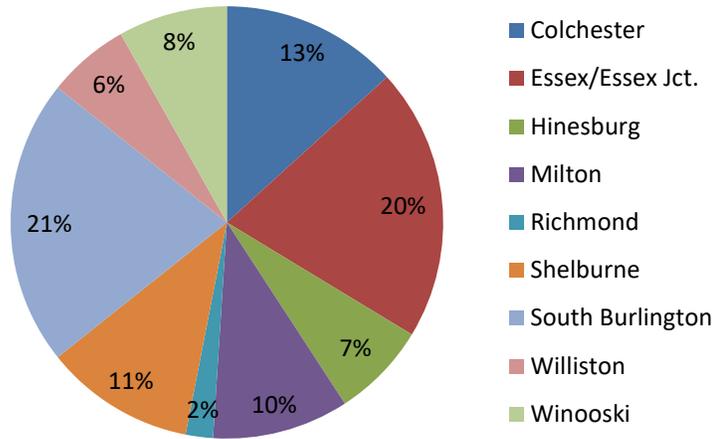
Who Initiated the Call?	
Caller	Total
Client/Community Member (self)	76
Police	336
Providers	23
Community Outreach staff	74
Schools	6
Family/Parent/Guardian/Friend	53
FCCC	44
Other (e.g., DOC, DCF, business)	34

Primary Concern	
Issues	Total
Emotional/Behavioral/Mental Health Concern	569
Family/Relational Conflict	14
Homeless	44
Substance Use/Abuse	20
Violent/aggressive behaviors	1
Suicidal ideation/behaviors	4
Housing	20
Legal	8
Self-Harm	0
Medical	4
Other or Missing Info	37

*Based on *primary* issue to increase sensitivity

FY21 Q4: Contacts By Town		
Town Served	Total	% of Town Contacts
Colchester	85	13%
Essex/Essex Jct.	137	20%
Hinesburg	46	7%
Milton	69	10%
Richmond	16	2%
Shelburne	76	11%
South Burlington	142	21%
Williston	43	6%
Winooski	56	8%

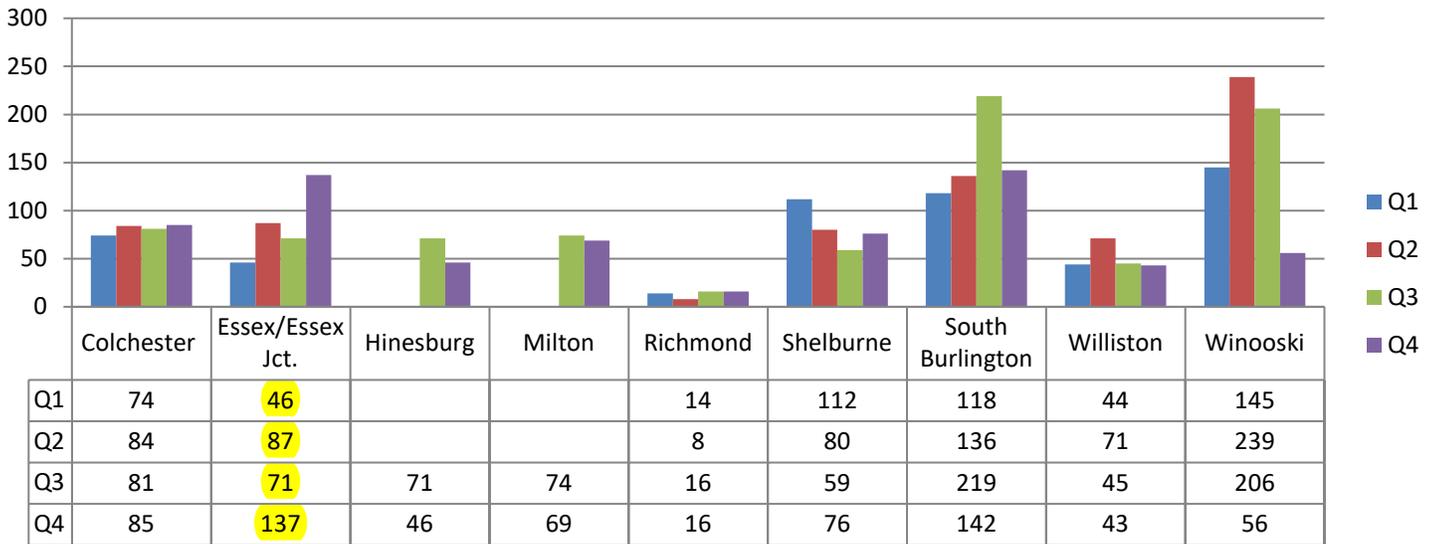
Contacts by Town



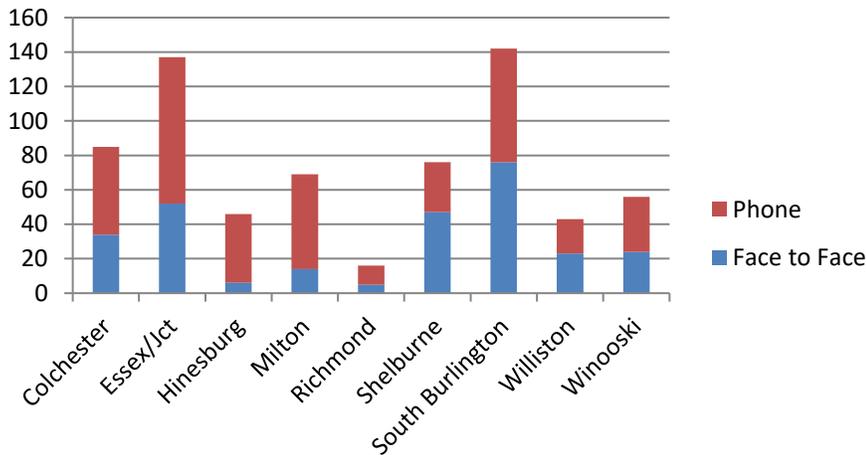
*Contacts by Town can overlap as services cross town borders

FY21 Services by Town

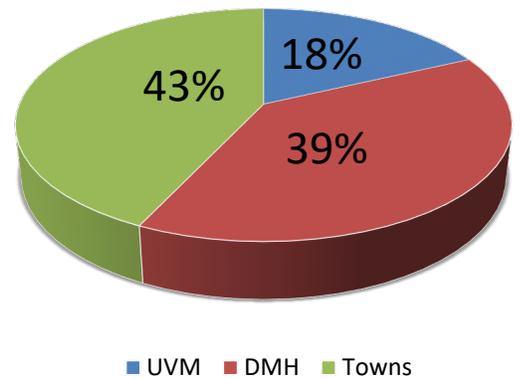
*(each service may include multiple calls)



Q4 Service Type per Town



Partnership Funding Distribution





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 WITH YOUR LETTER OF INTEREST**



Community Development Department

2 Lincoln Street
Essex Junction, VT 05452
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: September 14, 2021
SUBJECT: Village Center Development.

Issue

The issue is whether the Trustees wish to know about development in the Village Center District.

Discussion

The building at 11 Park Street received temporary CO's from the State and the Village enabling occupancy to begin September 1st. The residential apartments in the building are fully rented.

The 3 Maple Street building received a temporary CO's September 9th. The residential units in this building are all rented. Staff approved an administrative change for the property on the eastern edge of the building. Previously a bike rack was at the edge of the sidewalk with vegetation behind it blocking off access to Nomad Coffee (which is going to occupy the eastern corner of the building). Staff moved the bike rack behind the entrance to Nomad Coffee and removed the vegetation to create a small paved seating area that will add vibrancy to the Maple streetscape and provide outdoor seating for Nomad which had not been present previously. A tree to the east and south of the seating area will provide morning and afternoon shade.

The possibility of public parking at 11 Park Street is still on hold.

The Village signed Agreements with G&W and NECR are being reviewed by senior rail road staff and general counsel. No issues have been raised by the review. Once the Agreements between G&W and Amtrak are executed G&W and NECR will sign the Village Agreements. The Connector Road schedule remains unchanged, rail work 2022 and road work 2023. It is hoped to bid the work for the rail crossings in the Village Center this autumn.

No updates on the \$3 million dollar Earmark funds to upgrade the Train Station or the possible \$5.4 million dollars for the Connector Road.

Recommendation

This is an informational only memo. No action required at the moment by the Trustees.



Community Development Department

2 Lincoln Street
Essex Junction, VT 05452
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: September 14, 2021
SUBJECT: Ordinance and Building Inspections.

Issue

The issue is whether the Trustees wish to consider instituting Building Inspections in the Village, or strengthening an existing ordinance.

Discussion

Currently the Village has an Ordinance in the Municipal Code Chapter 18 that regulates Control of Litter, Refuse, Garbage, Junk, Motor Vehicles, Trash and Solid Waste. At the moment the Town Community Development Department is utilizing this ordinance to develop an ordinance of their own.

The current Village Ordinance could be strengthened by adding 'teeth' that would give the Village greater powers to resolve violations in a more timely manner. This would resolve one issue that comes to mind that dragged on for quite some time.

Recently the Community Development Department was asked to consider building inspections of rental properties in the community. The State has a building inspection department that regulates all rental properties and any property that has two or more units, residential or retail/commercial. If we started a building inspection program we could be duplicating the States services. If we decide to go down the municipal building inspection route then we need to completely revamp the LDC to include building inspection language, or create a separate document for same. In the end, it can be paired down to a cost benefit analysis: How many times do we have issues each year with properties? How many of these issues can be handled by the existing State program, or the Village ordinances and LDC? If municipal building inspections are to be developed we could subcontract out the services and charge a yearly fee per rental unit to cover all or most of the cost. The cost per unit would depend on the number of rental units (residential and retail/commercial) and the cost to subcontract the work out.

In general very little development happens without the appropriate permits in the village. Examples of when it does occur are interior additions, such as a bedroom in a basement. Work undertaken without a permit requires a double the fee payment when discovered. Currently the Planning Commission is considering a new fee for an 'after the fact permit' in the range of \$500 to increase the consequences for such work which may be as little as \$50 at the moment. No building structural issues have arisen in

the Village for many years. The more likely violations are; grass too long, health and safety issues that are in Jerry Firkeys bailiwick, unregistered vehicles on a property or parked on a property illegally, camper van parked on a property and on a very rare occasion occupied illegally.

Other items that arise occasionally are civil matters between neighbors which the Village is asked to get involved in, or very rarely an issue that rises to the level of intervention by EPD.

It should be remembered that if any ordinance, regulation or code is not adhered to the ultimate resolution is to go to court which will not necessarily bring a swift determination of an issue. Indeed a violation may be cured just prior to a court date and then reemerge when legal action has subsided. Making for on again off again situation where it is difficult to enforce regulations or get resolution legally.

Recommendation

This is an informational only memo. No action required at the moment by the Trustees as they consider the value that could be gained by adding Building Inspections to the Village tableau, or strengthening the current Ordinance 18.

From: Ramón Matanzo
Sent: Wednesday, September 8, 2021 9:46 AM
To: Annie Cooper; Micah Hagan
Subject: Re: Leaving BWAC

Good Morning, Micah,

I hope you are doing well!

I would like to thank you and the team the time and efforts everyone continuously puts forward in benefit to our community. During the past year my understanding of the team responsibilities and community needs has grown, so as my awareness of them. The team's unwavering commitment to safety in the community is admirable. I am honored to say that I have been part of such a proactive team.

Due to professional responsibilities, I keep spending more and more time out of the state and I have come to the conclusion it is time for me to resign and leave the spot open to another neighbor to offer new perspectives to our bike and walk transit discussions in the Village.

Thank you so much for the opportunity. Please extend my warmest regards and appreciation to everyone in the team.

All the best,
Ramón Matanzo

MEETING SCHEDULES

08/27/2021

TOWN SELECTBOARD MEETINGS 	VILLAGE TRUSTEES MEETINGS 
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
September 28, 2021—6:30 PM	SB Regular – Amy
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 - Darby
October 26, 2021—6:30 PM	VB Regular -- Amy
November 1, 2021—6:30 PM	SB Regular – Amy
November 2, 2021 – 8:30 AM	VB All day budget workshop – Darby
November 9, 2021 – 8:00 AM	SB All day budget workshop --
November 9, 2021—6:30 PM	VB Regular – Cathy
November 15, 2021—6:30 PM	SB Regular -- Darby
November 22, 2021—6:30 PM	JB Special - Amy
November 23, 2021—6:30 PM	VB Regular – Darby
December 6, 2021—6:30 PM	SB Regular -- Cathy
December 13, 2021—6:30 PM	JB Special -
December 14, 2021—6:30 PM	VB Regular -- Amy
December 20, 2021—6:30 PM	SB Regular – Cathy
December 21, 2021—6:30 PM	VB Regular -- Amy
January 3, 2022—6:30 PM	SB Regular -- Amy
January 11, 2022—6:30 PM	VB Regular – Darby
January 18, 2022—6:30 PM	SB Regular
January 25, 2022—6:30 PM	VB Regular -- Cathy
February 7, 2022—6:30 PM	SB Regular

February 8, 2022—6:30 PM	VB Regular
February 22, 2022—6:30 PM	VB Regular -- Cathy
February 23, 2022—6:30 PM	SB Regular meeting
February 28, 2022—6:30 PM	Town Informational hearing
March 7, 2022—6:30 PM	SB Regular
March 8, 2022—6:30 PM	VB Regular
March 21, 2022—6:30 PM	SB Regular
March 22, 2022—6:30 PM	VB Regular -- Cathy
April 4, 2022—6:30 PM	SB Regular
April 6, 2022 – 7:00 PM	Village Informational hearing -- Cathy
April 13, 2022—6:30 PM	VB Regular