

VILLAGE OF ESSEX JUNCTION
TRUSTEES
REGULAR MEETING AGENDA

Online & 2 Lincoln St.
Essex Junction, VT 05452
Tuesday, November 9, 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: 912 746 428#
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. Discussion on next steps for Independence Initiative
b. Discuss and edit agreements and MOU with the Town of Essex in relation to Independence
c. Discussion and potential action on recognizing Juneteenth as a holiday
d. Discussion and potential action regarding ending Memorandum of Understanding Regarding the Unified Manager
e. *Discussion and potential action regarding personnel
6. CONSENT ITEMS
a. Approve minutes: October 26, 2021
b. Agency of Natural Resources easement at 100 Pearl St. Essex
c. Approve Check Warrants: #17275—10/29/2021
7. READING FILE
a. Board member comments
b. Village center development update
c. Upcoming meeting schedule
8. EXECUTIVE SESSION
a. *An executive session may be needed to discuss 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: 11/5/2021 [Signature]

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 the 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 amicably to plan for the Village’s separation from the Town;

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

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

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 Village hereby agree as follows:

1. The Town and Village have prepared the following tentative agreements which are attached as Exhibits to this MOU:
 - a. Police Services Agreement;

b. Reappraisal and Assessor Services Agreement;

~~e.a. Right of First Refusal for 81 Main Street;~~

~~d. Stormwater Agreement;~~

~~e.c. Shared Financial Services Agreement;~~

~~f.d. Information Technology Agreement; and~~

~~g.e. Delinquent Tax Agreement.~~

~~As a condition precedent~~ Prior^[GD1] to the execution of the foregoing agreements, the Parties, working in good faith, must shall attempt to reach agreement, at a minimum, on the following matters: Right of First Refusal for 81 Main Street; Stormwater Agreement; Indian Brook access; and EJRP program access; Senior Center and Bus; Tree Farm building use and maintenance; Administration Transition (manager, HR, etc.); and shared boards, commissions, and committees.

~~Indian Brook and EJRP program access; Senior Center and Bus; Tree Farm building use and maintenance; Administration Transition (manager, HR, etc.); and shared boards, commissions, and committees.~~

2. Should the Vermont Legislature approve the City Charter, the City will enter a transitional period during which the separation of departments, municipal services, and operations will occur. By entering into this MOU the Town does not waive the opportunity to ~~oppose separation or~~ ask for certain conditions during the transition phase at the Legislature and expressly reserves the Town's right to do so. ~~Should the Vermont Legislature not approve the City Charter by the conclusion of the 2021-2022 legislative session, this MOU shall terminate and have no further force or effect unless extended by mutual agreement of the Parties.~~
3. The Town and Village intend that the Town and City will enter the above referenced tentative agreements generally consistent with the form of those attached hereto as Exhibits A-E during the transitional period ~~provided the condition precedent set forth in Section 1, above, is satisfied.~~ The Town and the Village will work in good faith to execute the agreements.
4. The Parties agree to first mediate any dispute prior to submitting the matter to court, provided that a mediator may be obtained within 60 days of when such a dispute arises. The Parties, however, recognize that the contract for Police Services concerns an essential municipal function, and thus, any dispute between the Parties that arises concerning Police Services and which could cause an

interruption of police services is emergent and in need of immediate attention by the court and therefore not subject to a mediation requirement prior to initiating a filing with the court.

5. This MOU may be amended or modified by mutual written agreement of the Parties. This MOU shall terminate upon the execution of the agreements set forth in Section 1. Should the Vermont Legislature not approve the City Charter by the conclusion of the 2021-2022 legislative session, this MOU shall terminate and have no further force or effect unless extended by mutual agreement of the Parties.

5.6. Any notice required under this MOU 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 Selectboard~~Municipal Manager~~
81 Main Street
Essex Junction, VT 05452

To Village of Essex Junction: Village Board of Trustees~~Municipal Manager~~
2 Lincoln Street
Essex Junction, VT 05452

7. 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.
8. 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.
9. 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

Delinquent Tax 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 Town has historically collected property tax payments for the Town, the incorporated Village of Essex Junction and the Essex Westford School District (“EWSD”) and would pay the Village and EWSD the full amount they were due regardless of whether or not those taxes were actually collected;

WHEREAS, the Town would then pursue collection of delinquent property taxes and maintain the proceeds from those efforts;

WHEREAS, the Municipalities desire to define the rights and responsibilities of collecting property tax payments and delinquencies between the Municipalities;

WHEREAS, any property tax payments due or delinquencies incurred for properties located in the ~~Municipalities~~ City prior to the end of the fiscal year following the effective date of the City Charter will be collected by the City and ~~payable to the Town of Essex~~ the City shall pay the Town in full for the Town portion of these taxes; and

~~WHEREAS, beginning with the first fiscal year following the effective date of the City of Essex Junction City Charter, any property taxes due or delinquencies incurred for properties located in the City shall be payable to the City;~~

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) ~~Prior to the end of the fiscal year f~~Following the effective date of the City Charter, all property taxes due and delinquencies incurred for properties located in the City ~~the Village of Essex Junction and the Town of Essex~~ will be collected by and the City. ~~payable to the Town of Essex.~~ The Town ~~City~~ will pay the City ~~Town~~ the Village’s ~~City’s~~ share of property taxes regardless of delinquencies. The Town ~~and~~ may continue collection efforts, including tax sales, on delinquencies for both the Town and former Village beyond the effective date of the City Charter, if lawful. In the event the Town cannot lawfully pursue collection of delinquent property taxes in a separate municipality, the City shall purchase those delinquent accounts from the Town and may pursue its own

collection efforts. The City shall honor the terms of any payment plans for any delinquent account purchased.

~~2) On and after the beginning of the first fiscal year after the effective date of the City Charter, all property taxes due for the City of Essex Junction and delinquencies incurred for properties within the City shall be payable to and collected by the City.~~

3)2) _____ The Municipalities may choose to work cooperatively on collection efforts for properties with delinquencies owed to both the Town and the City.

4)3) _____ 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

5)4) _____ 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.

6)5) _____ 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.

7)6) This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

8)7) 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.

9)8) 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 _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY 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 police services, including law enforcement, protection, community justice, dispatch, and emergency services (collectively described as “Police Services”) to the Town, including 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, it is the mutual goal of the Municipalities that the Essex PD serve both communities and maintain their trust and support; and

WHEREAS, the Town is willing to provide the City Police Services on the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties now wish to enter into this Agreement for the Town to provide Police Services of the Essex PD to the City of Essex Junction;

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 unless either Party terminates the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 11 herein) or the Parties enter into a new or revised agreement. This Agreement will continue to renew for an unlimited number of Extended Terms, until it is terminated pursuant to Section 11 herein.

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. In addition to any requested reviews, the Parties shall meet to review this Agreement, including whether the allocation of costs on a per capita basis remains an appropriate metric, on or about the second anniversary of its effective date, and every three years thereafter, ~~or upon the occurrence of a material event.~~

3. Cost and Payment.

The City shall be assessed the cost of the Police Services by calculating, on a per capita basis, its share of the direct and indirect costs and expenses for the Police Services described herein as set forth in the Town's voter approved annual budget. The City agrees to pay the Town the assessed cost for the Police Services described herein based upon the Town's approved annual budget on a quarterly basis or on such other schedule as mutually agreed upon by the Parties. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, worker's compensation insurance, property & casualty insurance, liability 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 City shall be assessed an additional 3.5% of the direct costs to support indirect police related expenses. The intention is to support administration costs, human resources costs, Information Technology (IT) costs, finance costs and other mutually agreed upon costs related to the operations of the police department. The per capita basis shall be reassessed every ten years when new census data is released by the US Census Bureau.

In year two and every year thereafter, ~~no later than at the time of~~ the Town's billing for the ~~second~~^{first} quarter of each fiscal year, the Town will reconcile the actual costs compared to the budgeted amount that the City was billed for, and a true up will be included in the bill for under or over payments from the previous fiscal year.

If an audit reveals a discrepancy in what was paid by the City and what actual costs should have been paid on a per capita basis, then the City shall be either credited any amount overpaid during the ensuing fiscal year, or the City shall make payment on any underpayment in the next fiscal year as part of its quarterly installments. The Town will make all reasonable efforts to stay within any approved budget.

An anticipated fee for Police Services shall be provided by the Town to the City in advance of any City budget meeting such that the City may include the costs of these services in its budget. 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 Police Services to be provided.

Upon request and with reasonable advance notice, 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. The Town shall make expenditures consistent with the Police Services budget as presented and approved. The Town will advise the City of any material changes to an approved budget. For purposes of this agreement, a material change shall be a change of more than ten percent (10%) of the approved budget.

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 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 consideration of the City's payment of funds, described above, the Town shall provide the City with all of the following "Police Services": (1) 24-hour, 365-days per year police protection, response, prevention, law enforcement, investigation services, education, 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 Essex Junction Public Works, and Essex Junction Fire Department.

The Town will include in the annual budget for Police Services funds for special events planned in advance of the date by which the Town provides the budget to the City. For special events that are not planned in advance and require overtime pay, the Municipality hosting such event shall be responsible for payment of those overtime costs. Special events include, but are not limited to, parades, community gatherings, holiday events, but do not include school crossings.

In the event either Party seeks 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 Party requesting the change shall provide the other Party with a written description of the proposed change(s) and the rationale for the same. 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. No change in the agreed upon level of service shall occur within the fiscal year when the change is first proposed unless mutually agreed upon. In the event the Town voters fail to approve a proposed budget that necessitates a reduction in the budget for Police Services, there will be a concomitant reduction in the level of service and any refund for services not provided or reduced shall be paid to the City. If the Town changes the level of service that benefits the Town only, the City will not be responsible for payment towards the costs of such service. Likewise, if the City desires an additional service that benefits the City only, the City will be responsible for payment for those additional services.

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 accept input from and cooperate with the City Manager. 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 the Town form a Police Advisory Board (“Advisory Board”) in the future, the City shall be afforded reasonable representation on the Advisory Board.

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). This obligation shall continue notwithstanding termination of this Agreement.

11. Termination.

A Notice of Intent to Terminate this Agreement must be delivered to the other Party not less than three (3) years nor more than four (4) 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. The Parties shall split the costs of the mediator, but otherwise bear their own costs of the mediation, including their attorneys' fees. The Parties shall mediate in good faith.

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

- a. The dissolution or insolvency of either of the Municipalities; ~~or~~

~~b. At such time that the City has notified the Town that it has established a municipal Police Department that performs the Services; or~~

b. The Parties enter into a new written agreement which expressly supersedes this Agreement; or:

c. At such time that the City has notified the Town that it has established a municipal Police Department that performs the Services, for which notice shall be provided to the Town a minimum of two years in advance.

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 Section 10.

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, unless such dispute involves an immediate disruption to police services. 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 as to its subject matter. 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 the other Party. 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

Information Technology 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 Town presently provides information technology (IT) infrastructure, data, and resources to the entire Town, including the incorporated Village of Essex Junction with the exception of the Brownell Library;

WHEREAS, with the separation of the Village from the Town and creation of the City of Essex Junction, the City will need to create its own IT system separate from the Town’s system, and will need to migrate Village related IT infrastructure, data, and resources to the City;

WHEREAS, the Town agrees to work with the City’s IT consultants to plan and facilitate this migration; and

WHEREAS, the City agrees to provide the Town with a list of the IT consultants the City has hired and authorized to access the former Village’s IT infrastructure, data, and resources;

WHEREAS, the Town IT Department expects the time required to facilitate the migration on the Town’s part to be negligible;

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 City shall provide the Town with a list of IT consultants and staff (“IT Consultants”) the City has authorized to access the former Village’s IT infrastructure, data, and resources. The City shall keep this list current and provide updates to the Town of any changes to this list.
2. The IT Consultants shall prepare a written plan for the migration of the former Village IT infrastructure, data, and resources to the City, and submit such plan to the Town’s IT Director ~~for approval~~ prior to commencing the migration. The ~~acceptance of the plan by the~~ Town IT Director’s ~~approval of such plan~~ shall not constitute a warranty that the plan will achieve its stated objective, which is and shall remain the responsibility of the IT Consultants.

3. The Town's IT Director shall oversee and provide the IT Consultants reasonable access to its equipment to plan and facilitate the migration of the former Village IT infrastructure, data, and resources to the City. The IT Consultants and or the City shall be responsible for any damage to Town infrastructure caused by their access to same, ~~and shall, to the fullest extent permitted by law, indemnify and hold harmless the Town against any claims and penalties resulting from such access, In the process of migration, the City shall not violate including any violation of~~ state or federal regulations concerning protected data. If there are IT related contracts with expiration dates after the last fiscal year in which City residents pay Town taxes, that cannot be transferred to the City without penalty or would be canceled if the City were no longer a part of the contract, the Town and City shall maintain the contract through its expiration date and the City shall reimburse the Town for its share of the amount due. The Town shall provide a copy of the vendor's invoice and invoice the City the amount due with payment terms. The Town and City may consider future conversations of extending, renewing, or creating IT related contracts if they so desire. In the event the migration causes the cancellation of any contracts with third-party IT vendors, the City shall be responsible for the payment of any penalties resulting from such cancellation. The Town shall allow the City to negotiate with those vendors on any claimed penalties.
4. The Town staff shall work cooperatively with the IT Consultants to facilitate the migration of the former Village IT infrastructure, data, and resources to the City.
5. In the event the migration is not complete by the end of the last fiscal year in which City residents pay Town taxes, the City shall thereafter reimburse the Town at a reasonable hourly rate for the costs incurred in providing staff and equipment to assist with the migration. ~~The City also shall compensate the Town for costs incurred related to the migration that are beyond those costs budgeted to support the migration, which shall be reasonably budgeted for.~~
6. This Agreement shall terminate at the time the City notifies the Town the migration is complete. ~~The City shall compensate the Town for all migration related costs incurred by the Town prior to termination of the Agreement.~~
7. 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

8. 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.
9. 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.
10. This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.
11. 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.
12. 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 _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

MEMORANDUM

To: Trustees; Evan Teich, Unified Manager

From: Travis Sabatano, HR Director JM Marguerite Ladd, Assistant Manager ML

Date: October 26, 2021

Re: Recognizing Juneteenth as a Village Holiday

Issue

The issue is whether the Trustees will adopt Juneteenth as a Village recognized holiday.

Discussion

Juneteenth is celebrated in commemoration of June 19, 1865 when the last enslaved people in Galveston, Texas were informed of Lincoln's Emancipation Proclamation on September 22, 1862 and the April 9, 1865 end of the Civil War, when Robert E. Lee surrendered the last major Confederate army to Ulysses S. Grant at Appomattox Courthouse. Juneteenth has been celebrated in Texas since June 19, 1866 and, in 1979, Texas became the first state to make Juneteenth an official holiday. Forty-seven states and the District of Columbia now recognize Juneteenth as a state or ceremonial holiday. The day was recognized as a federal holiday on June 17, 2021, when President Joe Biden signed the Juneteenth National Independence Day Act into law.*The day is also celebrated outside the United States, being used by organizations in a number of countries to recognize the end of slavery and to honour the culture and achievements of African Americans.**

The Federal Government recently recognized Juneteenth as a federal holiday. Currently the Village of Essex Junction recognizes all federal holidays with the exception of Inauguration day. Given this fact, given the importance of Juneteenth to our country, our community and our employees, and given that the Trustees have prioritized equity work within our community, the board may want to consider adding Juneteenth to the Village holiday schedule. Doing so would increase the number of paid holidays in the Village from 13 to 14, and would be potentially adding a benefit to our bargaining unit outside of the normal bargaining cycle.

Cost

The cost would be equal to one additional paid holiday for each Full Time staff member. This is difficult to directly quantify but it is not anticipated to be a significant expense.

Recommendation

It is recommended that the Trustees adopt Juneteenth as a Village recognized holiday and authorize the Unified Manager to update the Village Personnel Rules and Regulations to add Juneteenth as a recognized holiday and to execute a Memorandum of Understanding with the Village employee Association to add Juneteenth as a paid holiday to their bargaining agreement

*"Juneteenth - Wikipedia." *Wikipedia, the Free Encyclopedia*, Wikimedia Foundation, Inc., 11 July 2002, <https://en.wikipedia.org/wiki/Juneteenth>

**"Juneteenth." *Encyclopaedia Britannica*, <https://www.britannica.com/topic/Juneteenth>

Memorandum

To: Board of Trustees; Evan Teich, Unified Manager
Cc: Marguerite Ladd, Assistant Manager; Travis Sabataseo, HR Director
From: Greg Duggan, Deputy Manager
Re: Management decision for Trustees
Date: November 4, 2021

Issue

The issue is whether the Trustees will take action to end the Memorandum of Understanding Regarding the Unified Manager when the MOU expires after February 26, 2022.

Discussion

An announcement has been made about the ending of shared management with the Town of Essex, and the Trustees should take a vote on the decision.

Cost

n/a

Recommendation

If the Trustees take action on the unified manager MOU, staff recommends the following motion:

“I move that the Trustees end the Memorandum of Understanding Regarding the Unified Manager when the MOU expires after February 26, 2022.

**MEMORANDUM OF UNDERSTANDING
REGARDING THE UNIFIED MANAGER**

This Memorandum of Understanding, made and entered into this 26 day of February, 2018, by and between the Town of Essex, Vermont, a municipal corporation acting by and through its Selectboard (the "Town"), and the Village of Essex Junction, a municipal corporation acting by and through its Board of Trustees (the "Village"):

RECITALS

WHEREAS, the Town and Village desire to employ the services of Evan K. Teich as a Town Manager of the Town of Essex and a Village Manager of the Village of Essex Junction, a position to be referred to as Unified Manager, and have entered into an Employment Agreement with Evan K. Teich dated January 14, 2018 ("Employment Agreement"), for that purpose; and

WHEREAS, the Town and the Village acknowledge and agree that the success of the Unified Manager will depend greatly upon continued cooperation and communication between the Town and Village, and to that end desire to set forth their understanding as to how the services of the Unified Manager will be shared and utilized, as well as to establish a schedule for joint meetings between the parties; and

WHEREAS, the parties intend that this Memorandum of Understanding shall be for an initial term of 1 year, and shall be revisited at least annually during the term of the Employment Agreement with the Unified Manager.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties mutually agree as follows:

SECTION I: UNIFIED MANAGER COMPENSATION AND BENEFITS

The Town and the Village shall each be responsible for fifty percent (50%) of the Unified Manager's annual salary and any performance bonuses payable to the Unified Manager in the Town and Village's discretion pursuant to Section IV.B. of the Employment Agreement. The Town shall be solely responsible for payment of the benefits and expenses set forth in Sections V and VII of the Employment Agreement.

SECTION II: GOALS & OBJECTIVES

Prior to July 1 of each year of the Employment Agreement, the Town, the Village and the Unified Manager shall establish and define such goals and performance objectives that they mutually determine are necessary for the proper operation of the Town and Village, and the attainment of the Town's and the Village's policy objectives. The Town,

the Village and the Unified Manager shall further establish a relative priority among the various goals and objectives, and said goals and objectives shall be reduced to writing. The goals and objectives shall generally be attainable within the time limits specified, within the annual operating and capital budgets and appropriations provided by the Town and Village and within existing circumstances and external conditions affecting the Town and Village.

SECTION III: ANNUAL REVIEW

The Town and the Village shall annually review and evaluate the Unified Manager's accomplishment of the goals and objectives established pursuant to Section II, above, and the Manager's performance in achieving those goals and objectives. This review and evaluation shall be in accordance with Specific, Measurable, Achievable, Relevant, and Time Constrained (SMART) criteria developed jointly by the Town, Village, and Unified Manager prior to the start of the performance period.

SECTION IV: BI-MONTHLY MEETINGS

The Town and Village shall meet at least bi-monthly (once every two months) for the express purpose of discussing any issues or concerns regarding the Unified Manager's performance, and to reinforce good performance. The goal of the bi-monthly meetings is to maintain strong communication between the Town and Village, and to receive and provide feedback between the parties and the Unified Manager.

SECTION V: MISCELLANEOUS

A. In recognition of the amount of time the Unified Manager must devote outside of normal office hours to the business of the Town and Village, the Unified Manager will be allowed to establish a reasonable schedule, in consultation with the Chair of the Town Selectboard and President of the Village Trustees. The Unified Manager will devote full time and attention to the business of the Town and Village and will not engage in any other business, except with the approval of the Town and the Village.

B. The Town and the Village acknowledge and recognize the Unified Manager as the chief administrative officer of both governments, exercising full supervisory authority over all Town and Village staff. To support the success of the Unified Manager, members of the Town Selectboard and the Village Trustees acknowledge and affirm that they will not interfere in Town or Village operations, including interacting with staff without the Unified Manager's specific approval. Staff members will be made aware of this policy and will report any encounters with elected officials which they believe violate this policy to the Unified Manager. The Unified Manager will report repeated violations to the membership of both boards for review and remediation.

C. The Town and Village recognize and understand that there is a possibility that a conflict could arise between the Parties. Both the Town and the Village shall instruct

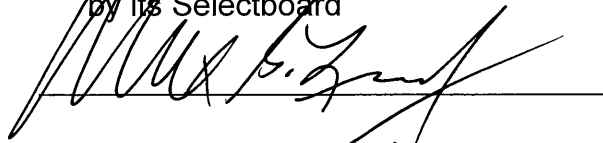
the Unified Manager that in the event any such conflict arises, the Unified Manager shall advise both the Town and the Village of the conflict, and thereafter remain neutral as to the conflict.

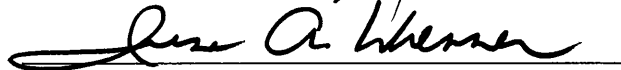
D. This Memorandum of Understanding will be reviewed at least annually by the Parties, and any amendments shall be in writing and signed by both Parties.

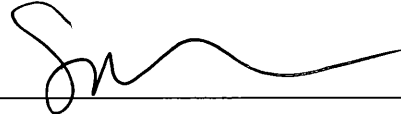
IN WITNESS THEREOF, THE Parties have hereunto signed and sealed this Memorandum of Understanding and a duplicate thereof this 26 day of February 2018.

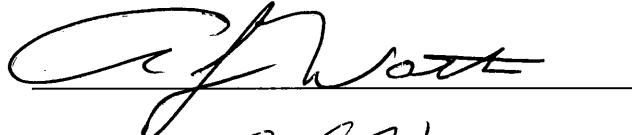
TOWN OF ESSEX

by its Selectboard










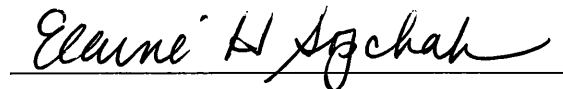



VILLAGE OF ESSEX JUNCTION

by its Board of Trustees









[printed February 26, 2018]

Memorandum

To: Trustees; Evan Teich, Unified Manager
From: Marguerite Ladd, Assistant Manager
Re: Executive session discussion about personnel
Date: November 04, 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), to include the Unified Manager and Assistant Manager.”

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**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
October 26, 2021**

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

ADMINISTRATION: Evan Teich, Unified Manager; Marguerite Ladd, Assistant Manager; Brad Luck, Director of Essex Junction Parks & Recreation; Robin Pierce, Community Development Director.

OTHERS PRESENT: Bob Burrows, Kevin Collins, Annie Cooper, Mariah Flynn. Elaine Haney, Deb McAdoo, Lynda Ossola, Roseanne Prestipino, Harlan Smith, Mike Thorne, Irene Wrenner.

1. **CALL TO ORDER**

Andrew Brown called the meeting to order at 6:32 pm.

2. **AGENDA ADDITIONS/CHANGES**

None at this time.

3. **APPROVE AGENDA**

The agenda was not changed, so no approval was needed.

4. **PUBLIC TO BE HEARD**

a. Comments from public on items not on the agenda

Harlan Smith asked for more information about the executive session agenda item around downtown parking and the purchasing of lands.

5. **BUSINESS ITEMS**

a. *Work Session on Essex Junction Independence Initiative

Mr. Luck said that tonight's working session is an opportunity for the Trustees to debrief after their conversation with the Selectboard at their October 25, 2021 Joint meeting.

Mr. Brown opened up the discussion, noting that the next joint meeting is November 22 and the final one is scheduled for December 13. Mr. Brown said it would be helpful to continue having these meetings. He said he is hopeful that prioritizing outstanding contracting issues into Tier 1 and Tier 2 has been a helpful in negotiations with the Selectboard.

Mr. Tyler spoke about the Joint Board meeting, noting that there has been a lot of back-and-forth with contract redlines between the Selectboard and the Trustees and that it has been difficult conducting negotiations with the full Board of Trustees and Selectboard. He said that in hindsight, he would have had a subgroup negotiate the police contract, rather than have both boards do it. He cautioned about adding new redlines. He also noted that at the Joint Board meeting on October 25, Mr. Brown divided the contract items into Tier 1 and Tier 2, but cautioned that the Selectboard may have differing priorities and may categorize Tier 1 and Tier 2 items differently. He suggested confirming with the Selectboard if their priorities align. Mr. Chawla agreed, and asked if it would be possible for the Trustees to meet at some point in the first week of November. He expressed concern that the process may be lagging. He asked whether it would be appropriate for a subgroup to discuss the Tier 2 items.

Elaine Haney provided an update that 2,147 ballots have been returned (30.6% of registered voters). She said that anything the Trustees can do to motivate people to return their ballots would be very important.

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b. Discussion about retail cannabis

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Mr. Pierce began the discussion, noting that in order to have retail cannabis in the Village, they would need to have it placed as an item on a ballot and would need a majority of voters to opt into it. He noted confusion about whether this is the Town's decision or if the Village can hold their own vote and clarified that Act 164 states that "municipalities" can choose to opt in (and that the Village is a municipality). He noted a second cannabis category that would be more integrated (wholesale, retail, manufacturing, etc.), but that this designation is not within the municipality's purview to regulate. He said that the Planning Commission is discussing an overlay district as a mechanism for regulation, which would include cannabis but also tobacco and alcohol. He noted that retail cannabis cannot be located within 500 feet of a school, which makes it difficult for locating anything in the Village. He finally noted that the Chittenden County Regional Planning Commission (CCRPC) will be presenting more information on the topic to the Selectboard on November 1.

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Mr. Chawla asked about the Planning Commission's process and timeline for developing an overlay district. Mr. Pierce replied that the Planning Commission has been discussing overlay districts as part of their Land Development Code update process, and that they have a relatively long runway for this discussion. He noted that retail cannabis establishments will not open until May or June of 2022. Mr. Chawla suggested having more meetings on the retail cannabis topic in order to provide more opportunity for stakeholder engagement. He also noted that distance requirements don't necessarily work for the Village, since many children are walking around the Village and the areas that may qualify for retail cannabis are on school walking routes. Mr. Chawla asked if the Village is bound to a Town decision on retail cannabis, and Mr. Pierce replied that no, each municipality can have its own vote.

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Ms. Thibeault noted that the Village had previously discussed holding an opt in vote in March or April, but that there isn't necessarily a push to hold that vote. Mr. Pierce replied that there is no requirement to hold a vote and that the Village could vote to opt in at any point after that.

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Mr. Brown asked how long it would take the Village to create an overlay district. Mr. Pierce said that the Village would solicit input from schools and residents, and it would depend on how quickly they could get responses. He said the overlay district could be incorporated into the Land Development Code updates that the Planning Commission is currently working on. Mr. Brown said he would advocate for more meetings on this topic. He said that because the retail cannabis option is to opt in, if the Village does not hold a vote to opt in then they are presumed opted out. He also said that he would like the Village to have a local option tax to offset cost for managing cannabis retail at the local level.

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Mr. Chawla asked when the soonest would be that an integrated cannabis license could be issued in Essex. Mariah Flynn who will presenting with CCRPC on November 1st replied that the soonest is October of 2022. Mr. Chawla said that zoning regulations need to be in place by then.

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Ms. Flynn noted that current medical dispensaries can be approved for retail cannabis licenses in May of 2022, but full retail isn't available for all licensees until October 2022. She noted that the CCRPC is researching how communities in other states have tried to minimize substance abuse by youth and high-risk populations.

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Mr. Brown opened the discussion up to the public.

94 Annie Cooper said that it would be good to slow the process down and be deliberate about gathering
95 stakeholder feedback.

96 c. **Discussion of contracts and the negotiating or securing of real estate purchases for downtown
97 parking—Robin Pierce

98 Mr. Teich said that the Board had asked for an update on discussion with a property-owner.

99

100 d. ***Discussion of personnel

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102 6. **CONSENT ITEMS**

103 a. Approve minutes: October 12, 2021

104 Approve Check Warrants #17273—1-/15/2021; #17274—10/22/2021

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

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109 8. **READING FILE**

110 a. Board member comments: Ms. Thibeault said that she looks forward to hearing more about the
111 success of Out and About in Essex. Mr. Teich said that the event went well.

112 b. Upcoming meeting Schedule

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114 9. **EXECUTIVE SESSION:**

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

117 ** An executive session may be needed to discuss negotiation of contracts

118 *** An executive session may be requested to discuss the employment of public employees

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120 **GEORGE TYLER made a motion, and DAN KERIN seconded, that the Trustees make the**
121 **specific finding that general public knowledge of contracts and confidential attorney-client**
122 **communications made for the purpose of providing professional legal services to the body**
123 **would place the Village at a substantial disadvantage. The motion passed 5-0.**

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125 **GEORGE TYLER made a motion, and DAN KERIN seconded, that the Trustees enter into**
126 **executive session to discuss contracts and confidential attorney-client communications made**
127 **for the purpose of providing professional legal services to the body, pursuant to 1 V.S.A.**
128 **Section 313(a)(1)(A) and (F) to include the Trustees, Village Attorney, Unified Manager,**
129 **Assistant Manager, and Community Development Director. The motion passed 5-0.**

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131 **GEORGE TYLER made a motion, and DAN KERIN seconded, that the Trustees enter into**
132 **executive session to discuss the employment of a public employee in accordance with 1 V.S.A.**
133 **Section 313(a)(3) to include the Village Attorney, Unified Manager, and Assistant Manager. The**
134 **motion passed 5-0.**

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136 **The Trustees entered into executive session at 7:28 PM.**

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138 **DAN KERIN made a motion, and RAJ CHAWLA seconded, to exit executive session. The**
139 **motion passed 5-0 at 8:37 PM.**

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141 10. **ADJOURN**

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143 **RAJ CHAWLA** made a motion, and **AMBER THIBEAULT** seconded, to adjourn the meeting. The
144 **motion passed 5-0 at 8:38 PM.**

145
146 Respectfully Submitted,
147 Amy Coonradt

State of Vermont
Department of Environmental Conservation
Waste Management & Prevention Division
1 National Life Drive – Davis 1
Montpelier, VT 05620-3704
matt.moran@vermont.gov

May 22, 2019

Mr. Steve Carbone
11813 Pebblewood Drive
Wellington, FL 33414

RE: Site Management Activities Complete, Former Capital Mercury
100 Pearl Street, Essex, SMS Site #2015-4570

Dear Mr. Carbone:

The Sites Management Section (SMS) has recently conducted a review of the above referenced site file to determine if the site is eligible for a Site Management Activities Complete (SMAC) designation. Information contained within the site file includes the following:

- In September 2014, KAS, Inc. performed Phase I and II Environmental Site Assessments (ESAs) at the former Capital Mercury property. The Phase II ESA identified perchloroethylene (PCE) concentrations in groundwater beneath the property that exceeded Vermont Groundwater Enforcement Standards (VGES). A source of the PCE contamination was not identified during the Phase II ESA, however, the groundwater data suggested an off-site source.
- In October 2014, Ross Environmental Associates, Inc. (REA) performed an initial site investigation to identify a source of the PCE contamination. The investigation included the advancement of nine soil borings, installation of seven monitoring wells, and the collection of soil and groundwater samples for laboratory analysis. Groundwater sample results indicated an exceedance of VGES for PCE in five of the sampled wells, and a VGES exceedance for benzene in the sample collected from monitoring well MW-1. Neither PCE nor petroleum-related compounds were detected in any of five soil samples submitted for laboratory analysis.
- REA performed a confirmatory groundwater monitoring event in December 2014. Results of the event confirmed VGES exceedances of benzene in MW-1 in addition to PCE in five of seven monitoring wells sampled. Based on the groundwater data and a review of current and historical uses of surrounding properties, REA opined that the likely source of the PCE in groundwater was the historical dry cleaning operations conducted at the Essex Shopping Plaza.
- In March 2015, REA completed a supplemental site investigation which confirmed that the source of the PCE-contaminated groundwater plume emanated from an offsite, upgradient source. Based upon the results of this investigation the SMS assigned Responsible Party status and Site #2015-4611 to the Essex Shopping Plaza. However, benzene concentrations remained elevated above VGES in the groundwater sample collected from MW-1 and a source had yet to be identified.
- REA performed another supplemental site investigation in August 2015 to identify a source of the petroleum contamination identified on the site. In conjunction with site investigation, the oil/water separator on the site located in the vicinity of MW-1 was opened and inspected, and the associated

(OVER)



pipng system was inspected with a camera. Results of the site investigation provided additional delineation of the petroleum-related groundwater contaminant plume, and the oil/water separator inspection indicated that it was not the source of contamination.

- A groundwater monitoring event was performed by REA in October 2015. The event included the collection of groundwater samples for laboratory analysis and an evaluation of two on-site drywell-type catch basins. A significant decline in petroleum-related groundwater contaminant concentrations in groundwater was observed and no evidence of petroleum contamination was identified in either catch basin.
- Mountain View Environmental Services (MVES) performed a groundwater monitoring event in March 2016. Results of the event confirmed a declining petroleum-related concentration trend in groundwater, however the VGES for several petroleum-related compounds was exceeded in monitoring wells MW-1, MW-11, and MW-13.
- In March 2018, MVES conducted a groundwater monitoring event including the collection of groundwater samples for laboratory analysis from monitoring wells MW-1, MW-11, and MW-13. Recent paving of the site parking lot obstructed access to MW-11, therefore a sample could not be collected. MVES returned to the site on June 29, 2019, to uncover MW-11 and collect a groundwater sample for laboratory analysis. The 2018 sampling confirmed the declining trend and demonstrated non-detect results in the sample collected from MW-11, indicating that VGES exceedances were confined to the site.
- All groundwater monitoring wells not required for use in monitoring the PCE-contaminated groundwater plume relating to Site #2015-4611 were properly decommissioned on January 4, 2019.
- Aside from soil and groundwater, no other sensitive receptors were identified as being impacted by the release of petroleum at the site. The on-site building is constructed with a concrete slab on grade and the depth to groundwater on the site is greater than five feet, so the potential for petroleum vapor intrusion is unlikely. Drinking water and wastewater services are provide to the property by the municipality.

The SMS has determined that the site has satisfied the requirements of Subchapter 7, Section 35-701 of the Investigation and Remediation of Contaminated Properties Rule (IRule) and at this time the SMS is not requesting any additional work in response to the release of petroleum discovered in 2014. Therefore, the SMS is assigning the site a SMAC designation. The SMAC designation does not release the owner or operator (past, current, or future) from any past or future liability associated with the petroleum contamination at this site resulting from the release identified in 2014. The Secretary may return the site to an active status if any of the criteria outlined in Subchapter 7, Section 35-701(e) of the IRule are met.

This SMAC letter and attached site map also serve as a **Notice to the Land Records** to document that residual groundwater contamination remains on this property from the release of petroleum identified in 2014. Any residual contamination does not pose an unacceptable risk to human health and the environment providing it remains undisturbed. The Agency of Natural Resources, Department of Environmental Conservation, Waste Management and Prevention Division, Sites Management Section, must be notified prior to conducting any subsurface work, excavation, or groundwater extraction near the residual contamination depicted on the enclosed Site Plan. If a person fails to follow the use restrictions contained within this notice, the person may be liable for further site investigation, remediation, and penalties pursuant to the Vermont Waste Management Act, 10 V.S.A. Chapter 159.

(Next Page)

This SMAC letter and map shall be recorded in the Municipal Land Record for this site within one week of receipt of the document. A copy of the recorded SMAC letter with the recorder's stamps must be provided to the Agency within 10 days of recordation. Upon Agency receipt the SMAC designation will take effect.

Please feel free to call either me or James Donaldson, the Project Manager, at (802) 828-1138 if you have any questions.

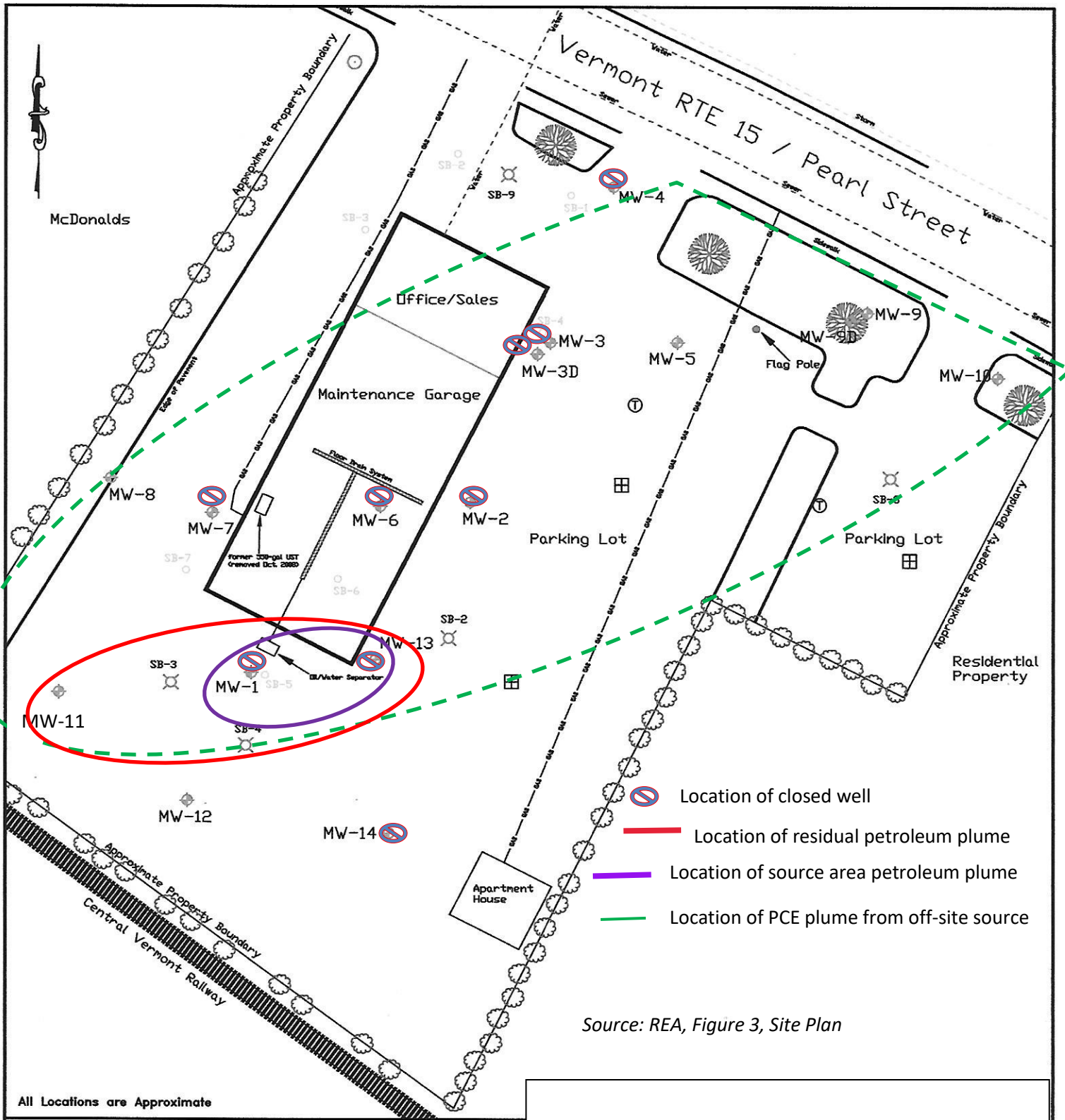
Sincerely,



Matt Moran, Environmental Program Manager
Site Management Section

Enclosure - Site Plan

c: John Diego, Mountain View Environmental Services
Greg Steen, The Vertex Companies, Inc.
Gabe Handy, JIDDU/SITTU TRUST
DEC Regional Office
Essex Selectboard
Essex Health Officer



All Locations are Approximate

Legend	
	Monitoring Well
	Hedgerow
	Tree
	Utility Pole
	R.E.A Soil Boring
	KAS Soil Boring
	Catch Basin

Mountain View Environmental Services

140 Old Stage Road
 Essex Jct. VT 05452
 802-288-9600

**Figure 2
 Site Plan**

Capital Automotive, Inc.
 Pearl Street
 Essex Jct. VT
 Measurement date February 18, 2019
 Scale: 1" = 50'

Marguerite Ladd

From: Evan Teich
Sent: Monday, October 25, 2021 8:41 PM
To: Gregory Duggan; Marguerite Ladd
Subject: FW: Environmental easement

For the next VB agenda. I will just need to find the original

From: C Safar <csafar@msdvt.com>
Sent: Wednesday, October 20, 2021 1:58 PM
To: Evan Teich <eteich@essex.org>; Richard Hamlin <rhamlin@dlhce.com>; Robin Pierce <robin@essexjunction.org>
Cc: Andrew Brown <abrown@essexjunction.org>
Subject: Re: Environmental easement

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

Evan
I spoke with the state's representative James Donaldson today. He gave me a re-cap on what is happening here on this property.

Basically, to make a very long story short, the property across the street was being sold at one point. The new potential buyer performed environmental due diligence- often called a Phase 1 and then Phase 2 environmental assessment. This process can reveal possible contaminants on site. It did and then the process from there demonstrated that the source of the contamination was this property. At the time the property was owned by Hauke. Hauke complied with the state and accepted full responsibility. The source of the contaminants was old dry cleaning operations on the property. Hauke recently sold to Handy. Hauke retains liability through the current phases of the sub-slab vapor mitigation system testing and then at some point full liability will spill over to Handy.

This easement is being required pursuant to the CAP. The state needs this for funding and needs the governor's approval. As a part of this process, they need municipal buy in/approval. There really is no major impact on the municipality but you should know that the state will have control and oversight over this property and its future development. This easement restricts how the property can be developed and also allows for access for monitoring. The property can't be developed for residential or daycare or senior housing, etc. The reason is that there would be high exposure with these uses. In any event, I have reviewed the easement and don't really see an issue with it.

They are looking for Trustee approval on this easement hopefully at the next Trustee's meeting.
Let me know if you need more info.
Claudine



Claudine C. Safar, Esq.
Monaghan Safar Ducham PLLC

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
14400	ABOVE AND BEYOND	10/21/21	Cleaning Oct. 3- Nov. 6 6461	210-5-41-20-400.000 Contracted Services	750.00	36697	10/29/21
14400	ABOVE AND BEYOND	10/21/21	Cleaning Oct. 3- Nov. 6 6461	210-5-41-21-400.000 Contracted Services	2212.75	36697	10/29/21
05290	ADVANCE AUTO PARTS	10/25/21	HOSE CLAMP - PS 552129853172	210-5-40-12-610.000 General Supplies	2.78	36698	10/29/21
42665	AMAZON/SYNCB	10/10/21	J Coll, A Coll, Y Prog, A 069852 1021	210-5-35-10-640.202 Juvenile Collection	21.50	36702	10/29/21
42665	AMAZON/SYNCB	10/10/21	J Coll, A Coll, Y Prog, A 069852 1021	210-5-35-10-640.201 Adult Collection	18.99	36702	10/29/21
42665	AMAZON/SYNCB	10/10/21	J Coll, A Coll, Y Prog, A 069852 1021	210-5-35-10-840.202 Childrens Programs	227.04	36702	10/29/21
42665	AMAZON/SYNCB	10/10/21	J Coll, A Coll, Y Prog, A 069852 1021	210-5-35-10-840.201 Adult Programs	5.49	36702	10/29/21
42665	AMAZON/SYNCB	10/10/21	J Coll, A Coll, Y Prog, A 069852 1021	210-5-35-10-610.000 General Supplies	312.32	36702	10/29/21
07465	BIBENS ACE HARDWARE INC	10/27/21	Out About Vouchers 102721D	210-5-17-10-831.000 Special or New Programs	555.00	36706	10/29/21
00530	BRODART CO	10/11/21	Library Donation expense B6295690	210-5-90-00-991.000 Library Donation Expense	4.85	36708	10/29/21
20840	BULLDOG FIRE APPARATUS OF	10/19/21	Ladder Rungs P00505	210-5-25-10-430.000 R&M Vehicles & Equipment	500.00	36711	10/29/21
26750	CAFE MEDITERANO	10/27/21	Out About Vouchers 102721D	210-5-17-10-831.000 Special or New Programs	130.00	36712	10/29/21
21210	CINTAS LOC # 68M 71 M	10/15/21	medical items 5080250495	210-5-40-12-610.000 General Supplies	79.09	36719	10/29/21
25120	CLICKTIME.COM	10/06/21	EJRP Online Timesheets Se 355911	210-5-30-10-330.000 Professional Services	567.00	36721	10/29/21
26880	CODY'S IRISH PUB AND GRIL	10/26/21	Out About Voucher 102721D	210-5-17-10-831.000 Special or New Programs	255.00	36722	10/29/21
04940	COMCAST	10/12/21	TV and internet 11 Jackso 0091811 1021	210-5-40-12-600.000 Salt, Sand and Gravel	61.00	36723	10/29/21
04940	COMCAST	10/12/21	TV and internet 11 Jackso 0091811 1021	210-5-40-12-610.000 General Supplies	179.50	36723	10/29/21
04940	COMCAST	10/19/21	Internet 2 Lincoln 10/26- 0136343 1021	210-4-41-20-090.000 Transfer Town/Village	-163.39	36726	10/29/21
04940	COMCAST	10/19/21	Internet 2 Lincoln 10/26- 0136343 1021	210-5-41-20-530.000 Communications	163.39	36726	10/29/21
31545	COSTCO #314	10/20/21	Water Candy 102021D	210-5-25-10-610.000 General Supplies	408.46	36729	10/29/21
25715	DONALD L. HAMLIN CONSULT	10/21/21	Park Terrace september 19804 1021	210-5-40-12-330.000 Professional Services	314.00	36733	10/29/21
25715	DONALD L. HAMLIN CONSULT	10/21/21	Pleasant Street traffic c 21803 1021	210-5-40-12-330.000 Professional Services	2864.25	36733	10/29/21
25715	DONALD L. HAMLIN CONSULT	10/21/21	various drainage issues S 21810 1021	210-5-40-12-330.000 Professional Services	545.49	36733	10/29/21
25715	DONALD L. HAMLIN CONSULT	10/21/21	Fairview Capital Estimate 21823 1021	210-5-40-12-330.000 Professional Services	471.50	36733	10/29/21
35260	EAST COAST PRINTERS INC	08/10/21	Portwest US380 safety ves 07072133	210-5-40-12-612.000 Uniforms	252.00	36737	10/29/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
23580	10/18/21	Pump Testing	12021	210-5-25-10-430.000 R&M Vehicles & Equipment	440.00	36738	10/29/21
05000	10/27/21	Out About Vouchers	102721D	210-5-17-10-831.000 Special or New Programs	145.00	36740	10/29/21
21845	10/20/21	Tech Subscr, Y Progs, Sta	0017 1021	210-5-35-10-505.000 Tech. Subs, Licenses	106.65	36743	10/29/21
21845	10/20/21	Tech Subscr, Y Progs, Sta	0017 1021	210-5-35-10-840.202 Childrens Programs	55.00	36743	10/29/21
21845	10/20/21	Tech Subscr, Y Progs, Sta	0017 1021	210-5-35-10-500.000 Training, Conf, Dues	129.54	36743	10/29/21
08475	10/05/21	Supplies: light bulbs	S3865583001	210-5-35-10-610.000 General Supplies	112.50	36751	10/29/21
07010	10/08/21	MSP Power September	102175 MAPLE	210-5-41-26-622.000 Electricity	820.12	36753	10/29/21
07010	10/08/21	MSP Power September	102175mp12	210-5-41-26-622.000 Electricity	75.12	36754	10/29/21
V9454	10/26/21	clothing - Jamie	3371482	210-5-40-12-612.000 Uniforms	44.99	36764	10/29/21
27515	10/06/21	OVOV Door Hanger Design	100621D	210-5-17-10-850.000 Community Events and Cele	260.00	36765	10/29/21
26920	10/27/21	10/19 Joint Meeting	21	210-5-10-10-530.000 Communications	38.11	36770	10/29/21
38540	10/31/21	EJRP Premier Membership	33207 1021	210-5-30-10-500.000 Training, Conf, Dues	675.00	36774	10/29/21
27240	10/11/21	Elevator service contract	100400558379	210-5-41-21-400.000 Contracted Services	318.72	36779	10/29/21
25140	10/12/21	Asphalt	1158694	210-5-40-12-605.000 Summer Construction Suppl	297.66	36782	10/29/21
25140	10/25/21	Asphalt	1161982	210-5-40-12-605.000 Summer Construction Suppl	836.70	36782	10/29/21
28550	10/09/21	Adult Collection	20211009	210-5-35-10-640.201 Adult Collection	10.00	36783	10/29/21
01620	10/27/21	Out About Vouchers	102721D	210-5-17-10-831.000 Special or New Programs	495.00	36789	10/29/21
37965	10/20/21	MAIN GROVE -	92950	210-5-40-12-451.000 Summer Construction Servi	558.00	36792	10/29/21
28570	10/05/21	Out About Vouchers	102721D	210-5-17-10-831.000 Special or New Programs	230.00	36794	10/29/21
00275	10/19/21	Village Vote Banners	25523	210-5-17-10-850.000 Community Events and Cele	830.00	36795	10/29/21
09105	10/05/21	EJRP Shred Service Octobe	374825	210-5-30-10-330.000 Professional Services	22.00	36796	10/29/21
26520	10/27/21	Out About Vouchers	102721D	210-5-17-10-831.000 Special or New Programs	45.00	36802	10/29/21
36130	10/18/21	CELL PHONE SERVICE PD	9890870498	210-5-40-12-530.000 Communications	35.01	36805	10/29/21
22070	09/29/21	Out About Brochures	8541	210-5-17-10-831.000 Special or New Programs	778.00	36806	10/29/21
07565	08/03/21	Village office supplies	222249873	210-5-25-10-610.000 General Supplies	57.84	36811	10/29/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
07565	08/03/21	Village office supplies 222249873	210-5-25-10-610.000 General Supplies	-201.82	36811	10/29/21
07565	08/03/21	Village office supplies 222249873	210-5-25-10-610.000 General Supplies	110.11	36811	10/29/21
07565	08/03/21	Village office supplies 222249873	210-5-10-10-610.000 General Supplies	22.16	36811	10/29/21
07565	08/03/21	Village office supplies 222249873	210-5-16-10-610.000 General Supplies	11.43	36811	10/29/21
07565	08/03/21	Village office supplies 222249873	210-5-10-10-810.113 Trustee Expenditures	19.96	36811	10/29/21
07565	10/04/21	Water and Pens 223925235	210-5-30-10-610.000 General Supplies	155.90	36811	10/29/21
07565	10/14/21	Office Supplies 224234585	210-5-30-10-610.000 General Supplies	36.74	36811	10/29/21
07565	10/04/21	Water Bottle Credit CM0252580	210-5-30-10-610.000 General Supplies	-30.00	36811	10/29/21
28535	10/14/21	Matthew Smith Maint Mgmt 101421D	210-5-30-12-500.000 Training, Conf, Dues	1798.82	36812	10/29/21
23000	08/24/21	Outbound crushed glass 3610	210-5-40-12-605.000 Summer Construction Suppl	73.70	36813	10/29/21
23000	10/08/21	1 1/2" AA Crushed Concret 4585	210-5-40-12-605.000 Summer Construction Suppl	89.38	36813	10/29/21
23000	10/12/21	1/2" AA Crushed Concrete 4621	210-5-40-12-605.000 Summer Construction Suppl	596.70	36813	10/29/21
23000	10/06/21	Outbound crushed glass 4678	210-5-40-12-605.000 Summer Construction Suppl	341.50	36813	10/29/21
23000	10/20/21	SHUR-PAC 4893	210-5-40-12-605.000 Summer Construction Suppl	1170.13	36813	10/29/21
23000	10/21/21	SHUR-PAC 4931	210-5-40-12-605.000 Summer Construction Suppl	305.53	36813	10/29/21
25715	10/21/21	Crescent Connector August 12833 1021	230-5-16-10-890.824 Cres. Connector	2030.00	36733	10/29/21
25715	10/21/21	Amtrak Station 17815 102121	230-5-16-10-890.824 Cres. Connector	648.00	36733	10/29/21
36240	10/11/21	Crescent Connector 83	230-5-16-10-890.824 Cres. Connector	6976.76	36734	10/29/21
V9632	10/20/21	Densmore #2 Engineer Sept 0065724	230-5-40-13-722.801 Densmore Dr non-FEMA	12741.50	36760	10/29/21
31275	09/29/21	Hillcrest Road - Water Br 10460	254-5-54-20-430.000 R&M Vehicles & Equipment	2900.00	36732	10/29/21
10110	10/20/21	meter replacements 1709	254-5-54-70-750.001 Meter Replacement Program	250.00	36772	10/29/21
11375	10/01/21	October Service 39 Cascad 3217908	255-5-55-30-421.000 Grit Disposal	1025.83	36713	10/29/21
35260	09/29/21	Sport Tek ST350 - silver 09222110	255-5-55-30-612.000 Uniforms	165.00	36737	10/29/21
06870	10/25/21	Oct 12 TKN 389950	255-5-55-30-340.000 Technical Services	35.00	36739	10/29/21
38955	10/19/21	boiler circulator retrofi 73458356	255-5-55-30-570.000 Other Purchased Services	40.99	36741	10/29/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
38955	10/19/21	F W WEBB COMPANY boiler 2 circulator retro	255-5-55-30-570.000	181.34	36741	10/29/21
		73476798	Other Purchased Services			
42805	08/18/21	MARYLAND BIOCHEMICAL CO.I 3 HP Little John Digester	255-5-55-70-722.011	27471.27	36768	10/29/21
		8PP1075	Pump Station Odor Control			
V2124	10/23/21	STAPLES ADVANTAGE various office supplies	255-5-55-30-610.000	270.68	36800	10/29/21
		3490558878-8	General Supplies			
04595	10/22/21	TMDE CALIBRATION LABS Lab Calibration Svcs 10/1	255-5-55-30-618.000	675.00	36803	10/29/21
		43288	Laboratory Supplies			
36130	10/18/21	VERIZON WIRELESS CELL PHONE SERVICE PD	255-5-55-30-530.000	80.78	36805	10/29/21
		9890870498	Communications			
36130	10/18/21	VERIZON WIRELESS CELL PHONE SERVICE PD	255-5-55-30-570.000	40.01	36805	10/29/21
		9890870498	Other Purchased Services			
23395	10/27/21	VILLAGE HARDWARE - WILLIS Chemical feed tubing	255-5-55-30-570.000	51.82	36807	10/29/21
		513991	Other Purchased Services			
10110	10/20/21	MCGOVERN MECHANICAL CORP meter replacements	256-5-56-70-750.001	500.00	36772	10/29/21
		1709	Meter Replacement Program			
14400	10/21/21	ABOVE AND BEYOND Senior Center Cleaning Se	258-5-33-13-330.000	350.00	36697	10/29/21
		6464	Professional Services			
19815	10/21/21	AMAZON CAPITAL SERVICES Senior Center Supplies	258-5-33-13-830.000	54.71	36700	10/29/21
		1961DMRVGXXJ	Regular Programs			
01930	10/20/21	CENTER FOR TECHNOLOGY Senior Luncheon	258-5-33-13-830.000	55.00	36715	10/29/21
		432821	Regular Programs			
37985	09/23/21	A T & T MOBILITY EJRP Cell Phones Sept.	259-5-30-15-530.000	274.00	36695	10/29/21
		87279920921	Communications			
37985	09/27/21	A T & T MOBILITY EJRP Cell Phones IBR Hots	259-5-30-15-530.000	382.40	36696	10/29/21
		8730181921	Communications			
19815	10/11/21	AMAZON CAPITAL SERVICES RK Summit Supplies	259-5-30-15-610.000	19.99	36700	10/29/21
		11CPF1XYDCWQ	General Supplies			
19815	10/06/21	AMAZON CAPITAL SERVICES RK Westford Supplies	259-5-30-15-610.000	140.07	36700	10/29/21
		14ML6NLHRF4Q	General Supplies			
19815	10/06/21	AMAZON CAPITAL SERVICES RK Hiawatha Supplies	259-5-30-15-610.000	84.68	36700	10/29/21
		14VPHLLHHTFF	General Supplies			
19815	10/19/21	AMAZON CAPITAL SERVICES RK FMS Supplies	259-5-30-15-610.000	125.67	36700	10/29/21
		1CCWGC31C7HT	General Supplies			
19815	10/03/21	AMAZON CAPITAL SERVICES RK Summit Supplies	259-5-30-15-610.000	16.38	36700	10/29/21
		1CJNV67WVTL	General Supplies			
19815	10/11/21	AMAZON CAPITAL SERVICES RK Summit Supplies	259-5-30-15-610.000	74.22	36700	10/29/21
		1CK7N4TMD6VL	General Supplies			
19815	10/07/21	AMAZON CAPITAL SERVICES RK EES Supplies	259-5-30-15-610.000	54.97	36700	10/29/21
		1F7M4WHF6DDH	General Supplies			
19815	10/13/21	AMAZON CAPITAL SERVICES RK MSP Supplies	259-5-30-15-610.000	274.91	36700	10/29/21
		1GGPTFYXLV1H	General Supplies			
25595	10/13/21	AMERICAN RED CROSS CPR First Aid Certificat	259-5-30-15-330.000	256.00	36703	10/29/21
		22380232	Professional Services			
25595	10/13/21	AMERICAN RED CROSS CPR First Aid Certificat	259-5-30-14-330.000	128.00	36703	10/29/21
		22380232	Professional Services			
02695	10/19/21	AMERICAN SOCIETY OF COMPO Music Licensing Fee	259-5-30-14-330.000	377.57	36704	10/29/21
		1021Dascap	Professional Services			
25275	08/02/21	BMI Music Licensing	259-5-30-14-330.000	368.00	36707	10/29/21
		40764505	Professional Services			

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
32285	CHAMPLAIN COLLEGE	09/23/21	Career Fair Registration 115	259-5-30-15-330.000 Professional Services	35.00	36716	10/29/21
14440	CHAPIN ORCHARD	10/05/21	RK MSP Field Trip 96421	259-5-30-15-580.000 Travel	84.00	36718	10/29/21
28530	DAVIS WAYNE R	10/18/21	Pickleball Clinics 101821D	259-5-30-14-330.000 Professional Services	720.00	36731	10/29/21
04640	FASTENAL INDUSTRIAL & CON	09/29/21	RK Bus Supplies VTBUR300308	259-5-30-15-610.000 General Supplies	176.46	36742	10/29/21
14230	PREMIER COACH CO INC	10/18/21	DC Trip Bus #2 Deposit 63391A	259-5-30-14-330.000 Professional Services	1094.00	36784	10/29/21
26165	RAILROAD AND MAIN	10/07/21	EJRP Staff Appreciation D 5899	259-5-30-15-610.000 General Supplies	1301.46	36788	10/29/21
24830	REINHART FOODSERVICE	09/06/21	RK FMS Snack 533599	259-5-30-15-610.000 General Supplies	141.91	36790	10/29/21
24830	REINHART FOODSERVICE	10/07/21	RK MSP Snack 551336	259-5-30-15-610.000 General Supplies	151.49	36790	10/29/21
24830	REINHART FOODSERVICE	10/07/21	RK Fleming Snack 551389	259-5-30-15-610.000 General Supplies	179.04	36790	10/29/21
24830	REINHART FOODSERVICE	10/13/21	RK EES Snack 554993	259-5-30-15-610.000 General Supplies	218.81	36790	10/29/21
24830	REINHART FOODSERVICE	10/14/21	RK MSP Snack 556068	259-5-30-15-610.000 General Supplies	175.14	36790	10/29/21
24830	REINHART FOODSERVICE	10/18/21	RK Summit Snack 556373	259-5-30-15-610.000 General Supplies	160.33	36790	10/29/21
24830	REINHART FOODSERVICE	10/18/21	RK Fleming Snack 556793	259-5-30-15-610.000 General Supplies	121.17	36790	10/29/21
24830	REINHART FOODSERVICE	10/18/21	RK FMS Snack 557509	259-5-30-15-610.000 General Supplies	132.42	36790	10/29/21
24830	REINHART FOODSERVICE	10/18/21	RK Hiawatha Snack 557863	259-5-30-15-610.000 General Supplies	107.95	36790	10/29/21
24830	REINHART FOODSERVICE	10/19/21	RK EES Snack 558149	259-5-30-15-610.000 General Supplies	102.33	36790	10/29/21
23495	STUDENT TRANSPORTATION OF	06/30/21	Discovery Bus 6/28 70125893	259-5-30-17-580.000 Travel	229.25	36801	10/29/21
23495	STUDENT TRANSPORTATION OF	06/30/21	Discovery Bus 6/29 70125894	259-5-30-17-580.000 Travel	138.64	36801	10/29/21
23495	STUDENT TRANSPORTATION OF	07/05/21	Discovery Bus 7/1 70126019	259-5-30-17-580.000 Travel	211.84	36801	10/29/21
23495	STUDENT TRANSPORTATION OF	07/12/21	Discovery Bus 7/6-9 70126225	259-5-30-17-580.000 Travel	1784.28	36801	10/29/21
23495	STUDENT TRANSPORTATION OF	07/19/21	CMS Bus 7/16 70126498	259-5-30-17-580.000 Travel	961.40	36801	10/29/21
23495	STUDENT TRANSPORTATION OF	07/19/21	Discovery Bus 7/12 70126499	259-5-30-17-580.000 Travel	970.56	36801	10/29/21
23495	STUDENT TRANSPORTATION OF	07/26/21	STAR Bus 7/23 70126871	259-5-30-17-580.000 Travel	573.12	36801	10/29/21
23495	STUDENT TRANSPORTATION OF	07/26/21	CMS Bus 7/23 70126899	259-5-30-17-580.000 Travel	843.18	36801	10/29/21
23495	STUDENT TRANSPORTATION OF	07/31/21	Discovery Bus 7/26-30 70127348	259-5-30-17-580.000 Travel	1045.97	36801	10/29/21

10/29/21

Town of Essex / Village of EJ Accounts Payable

01:49 pm

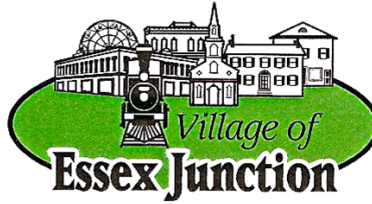
Check Warrant Report # 17275 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01 (GENERAL FUND) All check #s 10/29/21 To 10/29/21 & Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
23495	STUDENT TRANSPORTATION OF	08/10/21	Discovery Bus 8/2-6 70128175	259-5-30-17-580.000 Travel	1449.25	36801	10/29/21
23495	STUDENT TRANSPORTATION OF	08/13/21	Camp Discovery Bus 8/9-12 70128332	259-5-30-17-580.000 Travel	850.98	36801	10/29/21
36130	VERIZON WIRELESS	10/18/21	CELL PHONE SERVICE PD 9890870498	259-5-30-16-610.000 General Supplies	40.39	36805	10/29/21
Report Total					95775.13		

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The economic engine of Vermont.

2 Lincoln Street

Essex Junction, VT 05452

www.essexjunction.org

Community Development Department

Office: (802) 878-6950

Fax: (802) 878-6946

MEMORANDUM

TO: Evan Teich, Unified Manager, Trustees
FROM: Robin Pierce, Community Development Director
DATE: November 9th 2021
SUBJECT: Village Center Development.

Issue

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

Discussion

It looks like two retail spaces at **3 Maple Street** will be rented, one by Nomad Coffee the other by a bagel store.

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

The **1 Main Street** Pocket Park timetable for remediation remains unchanged: The Village will issue the RFP in the autumn/winter with a remediation/construction commencement date in early spring.

Connector Road. A RFP was issued by G&W/NECR for the Connector Road rail crossing work in the Village; existing crossings plus the new crossing for the Road. A pre bid meeting occurred on the morning of October 20th on site. The original scope of work was over budget and therefore the project didn't progress as planned this year. Village Community Development Staff approached NECR and enquired if they would ask Amtrak to fold the existing crossing into work Amtrak was undertaking through a federal Earmark. Amtrak agreed and this resulted in \$1.5 million dollars being removed from the Connector Road project costs bringing it into budget. This was important as VTrans had suggested that the Village could make up the over budget sum of \$1.5 Million as currently there is no Village match in the project. Schedule for the rail crossing work currently has a completion date of June 30th 2022.

Senator Leahy released the remaining nine Senate appropriations bills and the \$3 million dollar Earmark funds to upgrade the **Train Station** is in a Bill as drafted. We have moved one step closer to the funds.

Recommendation

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

MEETING SCHEDULES

11/05/2021

TOWN SELECTBOARD MEETINGS 	VILLAGE TRUSTEES MEETINGS 	JOINT MEETINGS 
Meeting Date/Time	Meeting/Location	Recording Secretary
November 15, 2021—6:30 PM	SB Regular	Darby
November 22, 2021—6:30 PM	JB Special—81 Main	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—81 Main	Darby
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	Darby
January 25, 2022—6:30 PM	VB Regular	Cathy
February 7, 2022—6:30 PM	SB Regular	Darby
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	Darby
February 28, 2022—7:30 PM	Town Informational Hearing	Darby
March 7, 2022—6:30 PM	SB Regular	Darby
March 8, 2022—6:30 PM	VB Regular	
March 21, 2022—6:30 PM	SB Regular	Darby
March 22, 2022—6:30 PM	VB Regular	Cathy
April 4, 2022—6:30 PM	SB Regular	Darby
April 6, 2022—7:00 PM	Village Informational Hearing	Cathy
April 13, 2022—6:30 PM	VB Regular	