

VILLAGE OF ESSEX JUNCTION
TRUSTEES
REGULAR MEETING AGENDA

Online & 2 Lincoln St.
Essex Junction, VT 05452
Tuesday, November 23, 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: 166 565 822#
- **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. Presentation from Our Village our Voices
 - b. Presentation from Town Meeting TV
 - c. Discussion on FY21 Fund Balance – Sarah Macy
 - d. Discuss and edit agreements and MOUs with the Town of Essex in relation to Independence
 - e. *Discussion and potential action regarding personnel
6. **CONSENT ITEMS**
 - a. Approve minutes: November 4, 2021; November 9, 2021
 - b. Agency of Natural Resources easement at 100 Pearl St. Essex
 - c. Approve Check Warrants: #17276—11/05/2021; #17277—11/12/2021; #17278—11/19/2021
7. **READING FILE**
 - a. Board member comments
 - b. Jim Jutras recipient of the 2021 NEWEA Residuals Management Achievement Award
 - 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 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 President. This agenda is available in alternative formats upon request. Meetings, like all programs and activities of the Village of Essex Junction, are accessible to people with disabilities. For information on accessibility or this agenda, call the Unified Manager's office at 878-1341 TTY: 7-1-1 or (800) 253-0191.

Certification: 11/19/2021



OUR VILLAGE OUR VOICES

NOVEMBER 23, 2021
REPORT TO THE BOARD OF TRUSTEES
AND THE VILLAGE OF ESSEX JUNCTION

OVERVIEW

- STARTED IN APRIL 2021
- A CITIZEN-LED COMMUNITY ENGAGEMENT INITIATIVE
- 4 MEMBER STEERING COMMITTEE, OVER 30 ACTIVE VOLUNTEERS
- THREE GOALS ESTABLISHED

GOAL ONE

Educate and Inform Essex Junction residents about the facts related to the upcoming separation vote

DELIVERABLE:

By October 26 2021, 75% of registered voters in Essex Junction will have the Trustee approved facts about the Charter to prepare them to cast an informed vote.

GOAL ONE - RESULT

- Over 71% of Essex Junction households received information door to door, reaching well over our goal of 75% of voters.
- FAQs answered and posted on our website. All information shared with the community was vetted by Village Trustees.

GOAL 2

Listen to Village Residents for input into the vision and values they have for Essex Junction

DELIVERABLE: By October 31 2021, host and attend at least 10 events to inform, listen to residents and provide information to the Trustees.

GOAL TWO: RESULT

Our Village Our Voices attended 1 Village event and hosted 10 events to engage, inform, and listen to Village residents:

- Attended Green Mountain Swing Night where volunteers mingled with attendees and asked about their knowledge of the upcoming vote
- Hosted Village Swim Night at Maple Street Pool
- Hosted Let's Talk Separation held at Firebird Cafe for Village residents to ask questions and share feedback with OVOV volunteers and Village Trustees
- Hosted 8 Saturday morning Coffee Chats + Trustees between August 25 and October 16. All 5 Trustees participated at least once.

GOAL THREE

Get Out the Vote by ensuring a high number of registered voters cast a ballot on the article on separation from the Town of Essex and the creation of the City of Essex Junction.

DELIVERABLE: 50% of registered voters cast a ballot on the article on separation, creation of the City of Essex Junction

GOAL THREE - RESULT

- 3,481 voters cast a ballot. This is just over 50% of all active registered voters in Essex Junction, and 45% of all voters on the checklist.
- This exceeds the number of votes cast on the advisory question to pursue separation.

TOTAL BUDGET		\$10,000
Expense	Vendor	Cost
Communications		
Logo design and all related work	Todd Logan	\$1,000
Logo design bid (not selected)		\$100
Website hosting	Wix	\$270
Rack card, Flyers, Buttons, Lawn Sign Design	Todd Logan	\$710
Todd - ongoing revisions	Todd Logan	\$260
Rack Cards - 2 printings	Vistaprint	\$271.21
Door Hangers - first printing	Vistaprint	\$264.18
Door Hangers and rack cards - second printing	Vistaprint	\$316.19
Printing 100 copies of 2-sides color flyer	Staples	\$120.10
Lawn signs	East Coast Printing	\$146.27
Business cards	Vistaprint	\$52
Total		\$3,509.95
Volunteers/Outreach		
T-shirts (first batch)	Kara Janero	\$960
T-shirts (volunteer, second batch)	New Horizons	\$1,198
Buttons	Pure Buttons	\$93.24
Food for volunteer celebration	The Food Bar	\$435
Total		\$2,686.08
Events		
Trivia Night and Happy Hour	Firebird Cafe	\$163
Swim Night at Maple Street Pool	EWSD for snack bar, shaved Ice truck	\$275
Coffee Chats	Nest	43.45
Prizes for events	Gift cards from Firebird, Nest	\$100
Events Total		\$581
Total		\$6,777.02
Funds allocated by the Trustees, unspent		\$3,224.98



November 18, 2021

MEMO TO: The Village of Essex Junction Trustees and Evan Teich, Unified Manager
FROM: Meghan O'Rourke, Channel Director, morourke@cctv.org
RE: Town Meeting TV FY21 Update and FY22/Village FY23 Budget Request

Town Meeting TV submits this report in advance of our visit with the Village of Essex Junction Trustees. The purpose of the presentation is to brief the Trustees on Town Meeting TV operations, to advise the members on funding requirements for Town Meeting TVs continued coverage, and to request an annual contribution and/or increased production funding for Town Meeting TV.

Introduction: Town Meeting Television was launched by its member communities in September 1990. Town Meeting TV is operated by CCTV Center for Media & Democracy on behalf of the Chittenden County Government Access Channel Trust.

We are in need of a new Trustee to represent the Village of Essex Junction. We welcome your input on who you would appoint to this position.

Between 10/1/20 and 9/30/21, Town Meeting TV produced and supported 1126 programs for our member communities, 445 were categorized as municipal meetings.

During the period of 10/1/2020 - 9/30/2021 **Town Meeting TV live streamed, recorded, produced, and archived 42 Trustee Meetings, Planning Cmsn and Joint Board meetings for the Village of Essex Junction, as well as Essex Junction election programs, legislative updates, and municipal updates** in addition to general community coverage. Town Meeting TV studios and internships remain open to all community members. The **42** programs represent **117%** of the production allotted to Essex Junction, 3 meetings/month, by the Trustees contract and indicate a possible need for increased production services.

We are requesting an FY23 Village of Essex Junction municipal contribution of \$12,600 to help meet expected revenue shortfalls from declining cable contributions. This is outlined in the 5 year projection chart below.

In addition, we are offering municipalities the opportunity to add meeting coverage by CCTV productions at the municipal rate. The current value for meeting production, including pre-production, field production, post-production, and archiving is estimated to be 7 hours per meeting at the municipal rate of \$95/hour or \$665 per meeting. 12 additional meetings in a year would cost the village approximately \$8550

Municipal Funding Request: In FY22, the Village of Essex Junction contribution is part of the municipal supplement to the Town Meeting TV annual budget. We have projected that Town Meeting TV's municipal members will contribute \$93,000 to support operations, or 15% of the operating revenue, toward streaming, airing, marketing, distributing and archiving. In addition, municipalities may opt to add additional meeting coverage at the current municipal production rate of \$95/hour.

In FY21, the Trustees opted to level fund most municipalities in the face of economic uncertainties due to Covid. See below for the chart of projected municipal support requests. For FY22 (municipal FY23 budget year), the Trustees request that you consider a 5% increase.

PROJECTIONS	FY19 (7/19)	FY20 (7/20)	FY21 (7/21)	FY22 (7/22)	FY23 (8/23)	FY24 (8/24)	FY25 (8/25)	
		50%	0%	5%	5%	5%	5%	5 years
Burlington	\$12,000	\$24,000	\$24,000	\$25,200	\$26,460	\$27,783	\$29,172	\$156,615
South Burlington	\$10,000	\$20,000	\$20,000	\$21,000	\$22,050	\$23,152	\$24,310	\$130,512
Winooski	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000	\$11,000	\$12,000	\$57,000
Essex	\$6,000	\$12,000	\$12,000	\$12,600	\$13,230	\$13,891	\$14,586	\$78,307
Essex Jct	\$6,000	\$12,000	\$12,000	\$12,600	\$13,230	\$13,891	\$14,586	\$78,307
Williston	\$6,000	\$12,000	\$12,000	\$12,600	\$13,230	\$13,891	\$14,586	\$78,307
Increase	\$46,000	\$87,000	\$88,000	\$93,000	\$98,200	\$103,610	\$109,240	\$579,050

Town Meeting TV FY21 Report

Town Meeting TV supports public officials who seek to engage their constituents in the work of local government. We connect community members to local government so they are able to take action on community and public issues.

Revenue Sources: A percentage of each cable subscriber bill is set aside for public, educational, and government (PEG) access throughout Vermont. This is based on federal requirements and Vermont Public Utility Commission regulation.

Town Meeting TV is funded, in large part, by the cable subscribers of Comcast and Burlington Telecom. In addition to their requirement to set aside channels and “cable capacity”, regional cable subscribers are assessed 5% of their bills for PEG operating and 1.5% for capital costs. This revenue, locally, is shared by Town Meeting Television and The Media Factory.

In Town Meeting TV’s FY22 Budget, approved by the municipal Trustees, cable revenue accounts for 84% of the FY22 budget revenue, estimated to be \$658K, detailed in the budget narrative, below.

Services: With your partnership, Town Meeting TV produces, live streams, records, titles, distributes and archives gavel-to-gavel coverage of municipal meetings, regional events, and educational programs designed to help open the doors of local government, civic life, and promote public awareness and participation.

Town Meeting TV is part of a network of community access media centers that provide an essential community service that has expanded to meet the needs of remote participation in public meetings, public health communications, more extensive election coverage, and community producer requests for services.

Between 10/1/20 and 9/30/21, Town Meeting TV produced and supported 1126 programs, 445 were categorized as municipal meetings.

During this year our services included:

- **Live streaming of gavel-to-gavel coverage of municipal and regional meetings** in Burlington, South Burlington, Winooski, Essex, Essex Junction, Williston and Colchester. These meetings are streamed live, aired on TV, and

archived. Town Meeting TV content is available on Comcast channel 1087, BT channel 217 and 17, BT channel 317, online at ch17.tv (with clickable agendas) and at youtube.com/TownMeetingTV (with transcripts.) The pandemic saw increased community and civic participation through online means, and Town Meeting TV continues to work with communities to make that experience productive while retaining high video and audio quality for TV distribution and archiving.

- **Hybrid Meeting planning and support** and development continues. We have learned a lot about community participation these last couple of years. We are using hybrid meeting systems that we have built for some municipalities that will allow for continued remote participation in local government into the next year and beyond. We anticipate continued technical growth in the coming years to support wider civic participation in community meetings and decision making events. Town Meeting TV is working to grow technical capacity to support these changes while maintaining a high quality video and audio experience for TV, online and archival viewers.
- **Redundant and reliable archiving** of community based video content, including meetings and public events is a unique service of Town Meeting TV. This content is available on YouTube and also searchable at www.cctv.org a/k/a ch17.tv. In addition to the preservation of current video content, Town Meeting TV staff continues to digitize the VHS and DVD catalog to make it publicly available. We have extended the offer to municipalities to archive additional remote meeting content produced during the 'pandemic year.'
- **In-depth election programming** - Town Meeting TV produces dozens of televised local forums featuring all candidates, municipal budgets and ballot presentations during Town Meeting, Primary and General elections. Town Meeting TV also partners with state level organizations such as AARP, League of Women Voters and media outlets such as VTDigger.org to bring election information to a wider audience. Town Meeting TV believes that creating a forum for local community members to participate in the electoral process is a key service to our municipalities. In many cases, Town Meeting TV is the only venue reporting on the details of local municipal elections.
- **Community based programs** produced with local constituents and about public issues of interest to our wider community are produced at Town

Meeting TV Studios and in the field. Democracy begins in dialogue. Community access TV is the site of many interesting and provocative conversations. From shows on addiction recovery and prevention, education reform, national politics, local issues, the Town Meeting TV studio (both in person and online) provides citizens a space to express and workshop ideas with their community.

- **Marketing and Outreach** to support community growth and local democracy. Opening the doors to democracy means connecting community members in a nonpartisan manner, to a variety of ideas and content. Our marketing efforts include supporting internships and experimentation with various tools and platforms for expanding our reach. We excerpt and share meeting highlights such as Mayor or councilor updates, connect local journalists to source material, and help the public make sense of the content that is recorded and archived by the Town Meeting TV field crew.
- **Media Education** for school groups (e.g., CCV, UVM, Champlain, local high schools) is a crucial part of the Town Meeting TV civic work. Helping students understand what is behind the creation of media and engaging them with local civic leaders through internships and volunteering are foundation to the work of community media. Not only are we developing the next generation of field producers and editors, but we are also introducing young people to how local government functions and why it is important.
- **Website Updating in the next year.** Town Meeting TV continues to run a website that was state of the art in 2005. The website is home to more than 50,000 pieces of archival content that will need to be redressed and rehomed in the next year. The process is a huge undertaking that we have been anticipating and scaffolding for the past few years. Our hope that is by early 2023 Town Meeting TV content will be available on a new platform and that municipalities will be able to more easily embed municipal content on their own home pages.
- **Town Meeting TV (Channel 17) Comcast Relocation & Branding:** In May of 2020, Town Meeting TV (Channel17) moved on the Comcast dial from channel 17 to channel 1087. You may need to reprogram your remote! Municipal content can now be found on a variety of places - the cable channel, the website, through the youtube channel and our marketing efforts

include sharing municipal content through various social media channels to connect and inform people on the workings of local government.

- **Legal and Advocacy Matters:** The Town Meeting TV Trustees advocate for public access to cable TV and using media to open the doors of local government. In this last legislative year, Town Meeting TV has worked closely with its colleagues in the Vermont Access Network (VAN) to advocate for the replacement of declining cable revenue. During the year, the Legislature recognized our work as an “essential service” of the COVID period, awarded CRF funds to subsidize COVID related communications and funded a comprehensive study (The PEG Study) to assess what authority the state has to restructure how PEG is funded. This work leads us to a short term statewide legislative request for FY23 of \$900K. The legislators will look to the municipalities to support this proposal, and we are happy to discuss this in more detail with you.

Town Meeting TV cable channels reach 25-30,000 cable subscribers within Chittenden County. The archive of all content is available at Ch17.tv. Applicable content is distributed statewide as well as nationwide. The **Town Meeting TV website** averages about 1000 hits per month, and the Town Meeting TV youtube channel maintains about 2,800 subscribers. People watch meetings and events, share them, and most importantly report that they can find them when needed.

Thank you for your support. We are happy to respond to any questions, comments, and are always open to ways that we can serve you better. The Town Meeting TV Budget Narrative for FY22 follows.

Town Meeting TV/ Town Meeting Television
BUDGET NARRATIVE FY22 - DRAFT
October 1, 2021 – September 30, 2022

OVERVIEW

Town Meeting TV is largely and historically funded by cable company revenue to support the recording, titling and airing of community content on a cable channel. Over the years that mission has grown while cable revenue has begun to decline. In addition to an estimated 1-5% decline in cable revenues, the cost of the work, as well as the expectations of the community have grown disproportional to the revenue source. Over the last three years municipal contributions have increased, fundraising to support the work and advocacy to find other ways to keep expanding the pathways for opening the doors to local democracy.

Town Meeting TV revenue is estimated at **\$658,122**. Town Meeting TV expenses are projected to be **\$699,063**. We recommend using **\$41K** from the Town Meeting TV reserve funds to address the shortfall.

REVENUE SUMMARY FY22 revenue is estimated at **\$658,122**. The majority of Town Meeting TV revenue continues to come from cable company contributions. This revenue continues to decline as expenses and expectations continue to grow.

REVENUE EXPENSE SUMMARY:

- a. **Cable Revenue \$549,500**
 - **Comcast** estimated revenue is projected to be **\$382K (down \$18K from FY21)** for operating and **\$138K** for capital. It should be noted that in our recent contract renewal Comcast agreed to a .01% increase in our Capital Budget allocation.
 - **Burlington Telecom's** total contribution is estimated to be **\$29.5K** for operating and capital in FY22 (down from **\$31.3K** in FY21).

- b. **Municipal revenue \$103,000** in FY21 remained flat in anticipation of municipal budget shortfalls due to the pandemic. In FY22 we will resume the requested 5% increases. Winooski's contribution will continue to increase by 1k/ year until they are at parity with other communities. In addition, municipalities are offered the opportunity to purchase more meeting and event coverage through CCTV at a reduced municipal rate.
 - **Burlington \$25,200** in contributions \$15K in production contributions
 - **South Burlington \$21K** in contributions

- **Winooski \$9k** in contributions
- **Williston \$12,600** in contributions
- **Essex \$12,600** in contributions
- **Essex Junction \$12,600** in contributions

c. **Interest/ Capital Gains** is estimated to be **\$2,500+/-**.

EXPENSE SUMMARY FY22 expenses are projected to be **\$699,063**. Town Meeting TV Total Operating Expense is estimated to be **\$583,590**. We expect **Capital Expenses** to be **\$115,473**. Those expenses are detailed below.

OPERATING EXPENSE SUMMARY:

a. **CCTV Base Contract** totals **\$554,140**. The CCTV base-line services include **8 FTE staff labor for Administration, Field Production, Studio Management, Administration, Post Production, and Marketing**. This contract represents a net **-\$68K** -financial loss to CCTV. These expenses are to be made up through CCTV Development activities. **CCTV base contract** highlights:

Wages and Benefits total \$457,285: This includes payroll, comprehensive benefits, unemployment and workers compensation Insurance, payroll taxes for **8FTE**.

Non-Wage Costs: \$96,855 highlights:

- **Site Costs:** Rent, Utilities, Offsite Storage: **\$47,240** (includes 3.4% rent increase + CAM%).
- **Communications** (Cell, Local, Long Distance, Postage, Internet): **\$3100**
- **Office Expenses** (Copying, Printing, Supplies): **\$437**
- **Meals/Travel:** Local Travel, Long Distance Travel, Conferences: **\$6000**
Allows for 7 staff to attend a regional training or conference.
- **Professional Development:** Includes training dues and expenses, conference, need for staff development in anticipation of leadership transitions. **Total: \$14,938**
- **Subcontracting support: \$8950** election programming talent, additional marketing support, consulting services.
- **CCTV Management & Overhead: \$95.5K**

b. **Trustees Expenses \$29,450** highlights:

- **Legal: \$3500** - If needed for Contract renewal.
- **Investment Fees: \$750**
- **Accounting Services: \$4,500**

- **Audit: \$8000**
- **Advertising: \$5000** - Pass through of Comcast funds.
- **Directors Insurance: \$1500**
- **Advocacy Contributions/ Membership: \$6,200**, (VAN, Alliance for Community Media)

CAPITAL EXPENSE SUMMARY:

Town Meeting TV's annual Capital budget is based on priority areas recommended by Staff and approved by the Trustees. The FY22 Capital recommendations, estimated to be **\$115,473** include hardware, supplies and contractors. Town Meeting TV continues to contract with third party technical services (Clearbearing) to monitor and support our technical operations, including at the Tech Core, shared with the Media Factory in the South End. This is the largest item in our capital budget and it ensures ongoing seamless support for our technical infrastructure and archival assets.

The second largest capital outlay will be the continued work on the backend and front end upgrade of our web hub in order to improve the user experience and internal management of our video workflow.

- c. **Capital Equipment Total: \$33,302** Estimated equipment costs largely reflect the annual replacement of cameras, computers and equipment due to extended use. This includes:
- **Production \$20,612:** Purchase of additional field production and public use camera kit, support of hybrid meeting infrastructure, and equipment for live titling in the field.
 - **Post Production \$3,450:** Editing Workstation, archival support
 - **Office \$2000:** Replacement staff computers
 - **IT/ Network/ Tech Core Equipment: \$3840:** Cold storage of files, hardware investments in tech core.
- d. **Capital Support Total: \$82,171** Capital Support constitutes the bulk of the capital budget, as most technical solutions are software and consultant supported. The FY22 budget includes:
- **Tech Core Charges \$6,180**
 - **Web Development: \$10K**
 - **Repair and Maintenance: \$10,650** Includes Tech Support and projects.
 - **Service Contracts: \$34,800** Tech Core Rental, Clearbearing Assistance and new Phone Lease.
 - **Technical Equipment Needs: \$5,290**
 - **Dues and Subscriptions: \$12,231** for interactive program guide (Gracernote), Adobe Creative Cloud, podcast subscriptions, Slack, Dropbox to improve remote workflow systems

MEMORANDUM

TO: Village Trustees; Evan Teich, Unified Manager
FROM: Sarah Macy, Finance Director
DATE: November 23, 2021
SUBJECT: FY21 Fund Balance Assignments



Issue

The issue is to update the Trustees on the FY21 Fund Balance Assignments and discuss assigning additional items.

Discussion

The Village General Fund had a total fund balance of \$865,811 at 6/30/21. Of this amount, \$165,445 was nonspendable (Inventory and Prepaid Expenses). Amounts already assigned are:

For Library Book Replacement	\$7,968
For Tree Advisory	\$3,000
For Termination Benefits	\$71,809
For Health Reimbursement Arrangement	<u>\$10,000</u>
Total Currently Assigned	\$92,777

Assigned and nonspendable fund balance equal \$258,222, leaving unassigned fund balance of \$607,589 at 6/30/21 (equal to 10.77% of the FY22 Budget). This is \$43,461 over the voter approved limit for unassigned fund balance. After discussions on budget day, I recommend we assign the balance of \$43,461 to offset the tax levy in FY23.

Cost

There is no cost to this issue.

Recommendation

It is recommended that in addition to the amounts already assigned, the Trustees assign \$43,461 to offset the tax levy in the FY23 budget.

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;
 - c. Shared Financial Services Agreement;
 - d. Information Technology Agreement; and
 - e. Delinquent Tax Agreement.
2. Prior to the execution of the foregoing agreements, the Parties, working in good faith, 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; EJRP program access; Senior Center and Bus; Tree Farm building use and maintenance; and shared boards, commissions, and committees. 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. Joint administrative services (Manager; Human Resources, etc.) will be discontinued at such time the Village has retained those services for itself or February 25, 2022, whichever occurs first. 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.
 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 agreement is reached on those issues set forth in section 2, above. 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.

Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Delinquent Tax Collection 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 City following July 1 of the first fiscal year after the effective date of the City Charter will be collected by and payable to the City of Essex Junction;

~~WHEREAS, prior to the end of the last fiscal year in which Village voters were allowed to vote on the Town budget, the City shall pay the Town in full for the Town portion of these taxes; 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) Following July 1 of the first fiscal year following the effective date of the City Charter, - all property taxes due and delinquencies incurred for properties located in the former Village will be collected by and payable to the City. ~~The City will pay the Town the Town’s share of property taxes regardless of delinquencies.~~ The Town may continue collection efforts for both the Town and former Village, including tax sales, on delinquencies 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 at the end of the fiscal year in which Village voters were allowed to vote on the Town budget and may pursue its own collection efforts. The City shall honor the terms of any payment plans for any delinquent account purchased.

- 2) The Municipalities may choose to work cooperatively on collection efforts for properties with delinquencies owed to both the Town and the City.
- 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 Selectboard
 81 Main Street
 Essex Junction, VT 05452-3209

To City of Essex Junction:
 City of Essex Junction City Council
 2 Lincoln Street
 Essex Junction, VT 05452

- 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.
- 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.
- 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.
- 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.
- 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

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's IT Director and the City’s IT consultants will work together to develop a plan and facilitate this migration;

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

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; 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 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 will work with the Town’s IT Director to prepare a written plan for the migration of the former Village IT infrastructure, data, and resources to the City that will be in place prior to commencing the migration. The acceptance of the plan by the Town IT Director’s 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. This access shall be provided until the City completes the migration or June 30, 2023, whichever occurs sooner. 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 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 fifty percent (50%) 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. Both The Town and shall allow the City shall 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. In no event shall the City have access to non-Village related data following completion of the migration.
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 based upon the salary and benefit costs of the Town IT Director for the costs incurred in providing staff and equipment to assist with the migration.
6. This Agreement shall terminate at the time the City notifies the Town the migration is complete or June 30, 2023, whichever occurs sooner. Prior to termination of the Agreement, the City shall reimburse the Town for any costs incurred pursuant to Section 5 above.
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 Selectboard
81 Main Street
Essex Junction, VT 05452-3209

To City of Essex Junction:
City of Essex Junction City Council
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.
13. [This Agreement may be amended or modified by mutual written agreement of the Parties.](#)

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: Marguerite Ladd, Assistant Manager
Re: Executive session discussion about personnel
Date: November 18, 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.”

**TRUSTEE MINUTES
(DRAFT)**

**VILLAGE OF ESSEX JUNCTION TRUSTEES
DRAFT BUDGET DAY MINUTES
THURSDAY, NOVEMBER 4, 2021**

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Megan Allison, Youth Librarian; Courtney Bushey, Assistant Finance Director; Greg Duggan, Deputy Manager; Chris Gaboriault, Fire Chief; Tammy Getchell, Assistant to the Manager; Wendy Hysko, Library Director; Jim Jutras, Water Quality Superintendent; Marguerite Ladd, Assistant Manager; Brad Luck, Recreation Director; Susan McNamara-Hill, Town Clerk; Robin Pierce, Community Development Director; Hannah Tracey, Assistant Library Director; Tom Yandow, Buildings Manager

OTHERS PRESENT: Dottie Bergendahl, Irene Wrenner

1. CALL TO ORDER

Mr. Brown called the Village of Essex Junction Board of Trustees to order at 8:30 AM.

2. AGENDA ADDITIONS/CHANGES

None.

3. APPROVE AGENDA

No changes, approval not required.

4. PUBLIC TO BE HEARD

None.

5. BUSINESS ITEMS

a. Fiscal Year 2023 Budget Work Session

Overview, Revenues

The proposed FY23 Village General Fund budget is a 13.1% or \$740,137 increase from FY22. The biggest change in this budget is staffing, as the Village is hiring a new manager and assistant manager but will no longer be paying for Town administrative staff. Two part-time positions, one in recreation and another in the library have been requested to be filled as full-time. Ms. Macy informed the Board that she will no longer be serving as the Town or Village Finance Director as of December, and that a transition plan is being developed. Additional funding for stormwater, website updates, traffic control and code enforcement are also included in this proposal. Ms. Macy said that any department specific revenues are reflected in their respective department. She said that staff has been encouraging the development of a local option tax, but that this should not be included in the budget as it may not be approved by the voters.

Debt

Ms. Macy said that the only Village general fund debt is the Capital Improvement Bond. Interest decreases yearly.

Fire

Mr. Gaboriault said that the Department would like to increase the base hourly wage from \$15.50 to \$17.50 and incorporate a three-step system to the pay scale. This is planned to start in the middle of the fiscal year to mitigate costs. The approximate full year cost for this program is \$45,000 and this has been reduced to \$25,000 with a midyear start. This system will reward long-term commitment to the Fire

50 Department, as well as to help offset the cost of living in the area. Mr. Gaboriault said that call volume
51 has increased since 2020, and the primary driver for this increase is for EMS services. Mr. Gaboriault said
52 that the Fire Department has been able to purchase commercial washing machines as a result of a surplus
53 last year and plans to replace thermal imaging cameras during the current fiscal year. Mr. Brown asked
54 about department morale, and Mr. Gaboriault said that it has been good, and that turnout to calls has been
55 high. The Fire Department has a roster of thirty-three, and some new members have arrived fully trained
56 by other departments. Ms. Macy noted rolling stock transfers in this budget and said that the next planned
57 fire truck replacement is not until 2029. Mr. Gaboriault said that the fire station will need to be replaced
58 soon and said that a study will be required for this purpose. At some point, the department will need full-
59 time staff and have a building that can allow for this.

60

61 Library

62 Ms. Hysko said that increases to the library budget are driven by the move from a .6 FTE in the Tech
63 Services Assistant position to a 1.0 FTE in that role (\$51,000) and an increase from 14 hours/week to 20
64 hours/week of sub time to help with coverage issues and free staff to do additional programming and assist
65 with safety protocols. The library has also added additional digital subscriptions and will soon offer self-
66 service lockers that will enable community members to pick up materials 24/7. The Overdrive service has
67 been used heavily by the community since the pandemic. The library is back to almost pre-pandemic
68 hours and plans to do collaborative activities with the Teen Center. Ms. Allison said that the library is
69 working to host more programs on Saturdays, as well as inter-generational activities. Ms. Hysko said that,
70 at some point, the library hopes to move toward offering streaming services, but this has proved to be
71 cost-prohibitive. Mr. Tyler said that he is happy to see the outdoor pavilion being used extensively, and
72 Ms. Hysko said a lot of community meetups are happening in this space. Ms. Hysko mentioned some
73 problems that the library has been having regarding the homeless population and said that she is working
74 with the Howard Center and Essex Police to resolve problems. Mr. Chawla asked if there was a need for
75 additional staff training on this issue and said that Howard Center offered training for employers. Ms.
76 Hysko said that this is offered yearly, and that staff was recently training on de-escalation, run/hide/fight,
77 and mental health. The goal is to keep the building as welcoming as possible and to ensure that everyone
78 is expected to follow the rules. Ms. Hysko said that she started working at Brownell in 2009, and that
79 significant safety improvements have been made since then. Ms. Hysko said that asbestos removal and
80 roof replacement are building future needs for the library. Mr. Teich said that it may be possible for
81 ARPA funds to pay for some of these improvements.

82

83 Buildings, Capital

84 This budget covers all the buildings that are owned by the Village, including Lincoln Hall, the parks
85 buildings, the Wastewater Treatment Facility, the Public Works Garage, the library, and parking lots. Mr.
86 Yandow said that repair and maintenance is the biggest factor in this budget. He said that the replacement
87 of the Village Public Works garage is the most pressing issue in the buildings. Mr. Jones said that the size
88 of the building is an issue, as some of the newer vehicles are not able to fit in, which can reduce their
89 efficiency and life expectancy. Maple Street Park will need a roof replacement this year. Mr. Brown said
90 that the Fire Department and Public Works garage both need new buildings, and changes are needed to
91 make Lincoln Hall a center of the community. He said that a study should be done to determine the space
92 needs for the City. The Board will keep this in mind for possible consultant funding in FY24. Ms. Macy
93 said that there are a few areas, such as website redevelopment and code enforcement, that could have
94 money reallocated for this purpose. Mr. Teich said that he has requested that CVE contact the Village
95 first should they wish to sell any of their land. Conversations were also had on reducing the electric costs
96 for municipal buildings. Mr. Teich said that the school district currently has a lease for the Park Street
97 School space and is interested in relocating the program which is in that space. Should this occur, the

98 Village would like to use this space for childcare. Mr. Teich will follow-up with the school district on this
99 issue. Ms. Macy said that the overall cost increase is \$30,000, and that much of that is due to repair and
100 maintenance. No new Public Works equipment is planned to be purchased in the upcoming fiscal year.
101 Regarding Capital Projects, the Capital Committee has recommended a 15% increase. Mr. Teich said that
102 the new Densmore Drive culvert has been completed, and no problems or flooding have occurred after
103 recent heavy rainstorms.

104
105 **PW/Water/Sanitation**

106 Ms. Macy said that highway costs are up 5% this year. The highway budget reflects an additional 0.17
107 FTE from moving the WWTF Admin position from half time to full time. An increase of \$16,000 is
108 included in Traffic Control to reflect the actual costs of line striping. Paving related costs have increased
109 \$31,000. Ms. Macy said that an additional public works employee was originally proposed but is not
110 included in this year's budget. Mr. Jones provided an overview of departmental responsibilities, including
111 mowing, sewer flushing, snow removal, and sewer breaks. The department is still in the process of
112 changing out all water meters. Mr. Jones said that salt prices are similar to last year, and that no shortages
113 are anticipated.

114
115 **Water/Sanitation**

116 Ms. Macy said that water, sewer, and sanitation pay a percentage of administrative fees. This has gone up
117 as a result of an increase in administrative spending. She said that as part of the FY23 Water Fund budget
118 the operating segment the pass-through water purchased and sold to Global Foundries has been removed.
119 Water usage has not changed substantially. Mr. Teich said that, as the price of water goes up,
120 conservation goes up in tandem. He also said that water loss in water main breaks is something that needs
121 to be calculated. Regarding the Sanitation fund there is a \$71,144 or 12.2% increase. This is almost
122 entirely due to the increase in administration fees. Mr. Jutras said that he would like to see a breakdown
123 on administrative fees, and the specifics of which positions are being covered. He also highlighted
124 problems in IT services at the WWTF and said that failed communications at the pumping station are
125 becoming expensive, as it requires an overtime in-person visit to resolve.

126
127 **Wastewater Treatment Facility (WWTF)/Stormwater**

128 The Wastewater Fund is proposed to have an 11.8% or \$262,597 increase. The increase to Village user
129 fees is \$57,673 or 7.4% increase. Administrative fees are the main driver, however and \$11,000 increase
130 is a result of moving from a half time Admin position to a full-time position with full benefits and moving
131 a vacant part time position to full time. Several staff members are retirement eligible, and one has made it
132 known that they plan to retire in the FY23 fiscal year. Chemical prices have also increased, and supply
133 chain issues have caused some delays. The WWTF has been working to resolve additional odor
134 complaints. Mr. Jutras discussed recent activities and developments at the WWTF, as well as studies
135 conducted on best practices and a recent patent application. A line item for matching grant funds has been
136 added to the stormwater budget.

137
138 **Community Development**

139 Ms. Macy said that the permitting fee structure was revamped last year, and that the development of a
140 Code Enforcement program is budgeted for in FY23. Mr. Pierce shared some potential grant opportunities
141 with the Trustees to highlight the need for the matching grant fund. Mr. Chawla encouraged funding to be
142 including for crosswalk improvements and highlighted in importance of a Village-wide biking plan.

143
144
145

146 **Economic Development**

147 This is level-funded and includes money for community events and the matching grant fund. It also
148 includes contributions to other governmental agencies, such as Essex Rescue and the Chittenden County
149 Regional Planning Commission. Mr. Teich said that Essex Rescue is requesting a large increase due to
150 their call volume from the Town of Essex. Discussion was had regarding the current funding structure for
151 EMS and other emergency services. Mr. Tyler said that it is possible that Essex Rescue could be
152 expanded in tandem with the Essex Junction Fire Department in the future. The possibility of having a
153 professional fire department and EMS was discussed. Ms. Macy said that the penny on the tax rate was
154 reapproved in April and is anticipated to grow by \$111,983 plus interest earnings during FY22. At
155 Annual Meeting 2021 voters approved the transfer of \$82,555 from the Land Acquisition Fund to the
156 Economic Development Fund. This can be used for any capital improvements, as designated by the
157 Trustees.

158
159 **EJRP General Fund**

160 Ms. Macy said that the general fund is the only element of the EJRP budget that will be discussed today,
161 and the other funds will be discussed at a later meeting. Mr. Luck said that an additional customer service
162 representative will be added to the FY23 budget, due to the end of colocation with Essex Parks &
163 Recreation. The communications coordinator contract position has been removed, and work has been
164 reallocated to an existing full-time employee. Mr. Luck said that the recreation department does much of
165 its own work that administration and finance handles for other departments. While the department has 23
166 employees, the majority of these are financed by the enterprise fund. Mr. Luck said that most of the
167 recent increases in staff has been program related, especially in childcare and preschool programming.
168 The program fund does generate revenue; however, it does not pay the entire cost of the department.
169 Regarding Parks, Mr. Luck said that most of the increase is due to personnel and the rising cost of
170 supplies. Mr. Tyler asked if, should negotiations with the Selectboard regarding senior services fail, will
171 EJRP be able to fully provide senior services. Mr. Luck said that he does not think that the current
172 arrangement is working, and that an outside vendor should not be conducting business in a Village owned
173 space. He encouraged the Board to pursue a path where the Trustees have direct control over senior
174 services. Mr. Tyler said that the Board wants to keep the senior center open and available to all seniors,
175 regardless of where they reside.

176
177 **Finance & Admin**

178 Ms. Macy said that the City will need separate databases to run its own information on, and has budgeted
179 for this transition. Currently, the financial information for both the Village and the Town is on a shared
180 server housed at the Town Offices. She explained the processes used by the Finance Department to
181 allocate money to each municipality. She said that the Village would need to start fresh with account
182 structures, as the historical data will be very difficult to separate. Professional services funds are included
183 in the budget to work towards achieving this. Mr. Brown asked if additional funds would help to expedite
184 this. After some discussion, it was determined that this would not be ideal. Mr. Tyler asked Ms. Macy if
185 it was difficult for her to manage working for two Boards. She said that it was not when the two Boards
186 were working towards the same goal, however it has been difficult since the two communities are moving
187 in different directions. Ms. Macy said that operating a shared finance office is no longer an option. She
188 said that the entire framework of the finance department needs to change, and training needs to occur. Ms.
189 Macy said that, at minimum, each entity needs three full-time employees to run their finances, and that the
190 current proposal includes two full-time equivalents.

191
192 Regarding the administration budget, the net increase in personnel costs is \$173,190 which includes hiring
193 a manager, an assistant manager/HR position, eliminating the cost of shared employees with the Town,

194 and not filling the currently vacant administrative assistant position but assigning those duties to the
195 assistant to the manager position once shared management is terminated. Ms. Macy asked the Board if
196 they agreed with the establishment of these positions, and they answered affirmatively.
197

198 **General Discussion**

199 Mr. Chawla asked if it made sense to fill both manager positions in FY23, as Essex Junction will not be an
200 independent city at this time. Staff will look into the possibility of funding the interim City Manager as a
201 contract position. The Trustees decided to pause code enforcement work and website updates, and
202 requested more information regarding the need for a new position at the library. Mr. Teich said that any
203 admin or finance position that is not fully funded on July 1 has the advantage of also reducing the water,
204 sewer, and wastewater funds. He also said that an increase to the Capital Fund or paving fund could be
205 cut. Fund balance excess of \$45,000 will be used to offset the increase. The Board also discussed the
206 possibility of using ARPA funds for some governmental services, as well as the penny on the tax rate.
207 More research needs to be done to ensure that these funds are spent in accordance with federal and state
208 guidelines. Mr. Teich said that additional funding may be available through the state via grant funds. Ms.
209 Macy said the Town funds fully or partially funds several different Village departments, such as
210 stormwater, IT, library, and public works. The Village also pays half of the Unified Manager’s salary and
211 a portion of the human resources budget for the Town. Mr. Brown noted that, until the City is fully
212 independent, cost savings will not be seen. To save money, the Trustees also discussed reducing the
213 capital fund transfer, delaying maintenance projects, and utilizing additional fund balance. The Trustees
214 will be discussing this budget again at their second meeting in November, as well as subsequent meetings.
215 The Town of Essex will be discussing their budget next week.
216

217 **6. EXECUTIVE SESSION**

218 **a. An executive session was not held.**
219

220 **7. ADJOURN**

221 **RAJ CHAWLA made a motion, seconded by GEORGE TYLER, for the Trustees to adjourn.**
222 **Motion passed 5-0 at 3 PM.**
223

224 Respectfully Submitted,
225 Darby Mayville
226 Recording Secretary
227
228
229

VILLAGE OF ESSEX JUNCTION
TRUSTEES MEETING MINUTES
November 9, 2021

TRUSTEES PRESENT: Andrew Brown; George Tyler; Raj Chawla; Amber Thibeault; Dan Kerin

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Marguerite Ladd, Assistant Manager; Brad Luck, Essex Junction Recreation and Parks (EJRP) Director

OTHERS PRESENT: Bob Burrows; Amy Coonradt; Maureen Gillard; Elaine Haney; Roseanne Prestipino; Kristen Shamis; Mike Sullivan; R M; Irene Wrenner

1. **CALL TO ORDER**

Mr. Brown called the meeting to order at 6:30 PM.

2. **AGENDA ADDITIONS/ CHANGES**

Ms. Thibeault requested that item 6b be removed from the agenda for a future meeting when documents are available.

3. **APPROVE AGENDA**

AMBER THIBEAULT made a motion, seconded by RAJ CHAWLA, to amend the agenda. The motion passed 5-0.

4. **PUBLIC TO BE HEARD**

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

There were no comments from the public at this time.

5. **BUSINESS ITEMS**

a. **Discussion on next steps for Independence Initiative**

Mr. Luck opened the discussion, noting that the independence vote passed with 88% approval and voter participation was high. Mr. Brown noted the vote provided a clear direction and he thanked all involved. Mr. Chawla also thanked community volunteers. Mr. Brown said that the results are on the way to the State of Vermont's Legislature, where final decisions on separation will be determined. He said the Trustees will continue to work on the draft MOU and agreements with the Selectboard. Mr. Tyler suggested that the Trustees provide a presentation to local representatives to inform their conversations with the legislature and to present as needed. Mr. Brown agreed to talk with Rep. Houghton and Rep. Dolan about what should be included and the Trustees agreed to email Mr. Brown their suggestions.

Mr. Sullivan requested that the legislature presentation be shared with the public in advance.

b. **Discuss and edit agreements and MOU with the Town of Essex in relation to Independence**

Mr. Luck and Legal Counsel, Ms. Shamis, opened a discussion of the current drafts of the MOU and Agreements regarding the role of the Town of Essex in relation to independence. Ms. Thibeault noted that Ms. Shamis revised the drafts to reflect the Trustees' insistence that the documents not include condition-based language. The Trustees discussed how to overcome irreconcilable differences of opinion, between the Trustees and Selectboard, on the use of condition-based language in the documents. Mr. Chawla suggested that they set aside this terminology discussion, the next time they meet with the Selectboard, in order to get more done with the documents. The Trustees talked about completion status of some of the agreements:

- The Trustees see the Stormwater and Police agreements as close to completion.

- 55 • The Trustees hope the Selectboard will agree or provide a counter proposal about Town
56 access to EJRP. The Trustees had proposed that the Town could equitably share the cost, but
57 this would not include licensed childcare because it is financed by an Enterprise Fund.
- 58 • The Trustees would like the Selectboard to suggest how they could share Indian Brook Park.
59 The Trustees had proposed they pay 42% of the cost of the average expense of maintaining it.
- 60 • The Trustees acknowledged that the Town has not determined whether they want to have their
61 own Senior Center. The Trustees discussed continuing to operate the current Senior Center
62 and bus service through the City until the Town decides.
63

64 Mr. Luck and Ms. Shamis scrolled through the current drafts of the MOU and agreements and
65 discussed the most recent edits with the Trustees. In the MOU, they acknowledged that language
66 was revised to reflect the recent vote. Ms. Thibeault requested they remove the term Manager
67 throughout the documents. In the Police Services agreement, they discussed:

- 68 • Changes made on page two, which updated the timeline
- 69 • Revising Section 4 to clarify what should happen for cost-sharing if the Town vote fails
- 70 • Changes mad to part c that requires the City to provide a two year advance notice to the Town
71 if they ever plan to have their own Police Department.
72

73 Mr. Luck and Mr. Teich talked about staff discussions, regarding the IT agreement, and Mr.
74 Paluba's plan to develop a proposal for IT in the City. They talked about the removal of condition-
75 based language and additions that clarify hourly rates and termination of agreements. Ms.
76 Thibeault suggested that if they include language about the Town invoicing the City for IT use, the
77 Trustees need to see the contracts to be considered. Mr. Luck said these will be available on the
78 Joint Meeting scheduled for the November 22, 2021.
79

80 The Trustees discussed the Delinquent Tax Agreement and acknowledged that the current
81 Finance Manager, Ms. Macy, provided suggestions for how to manage Delinquent Taxes, which
82 were included. Mr. Luck said there are two issues being addressed in the agreement: 1) Who
83 would collect taxes in the first year? The agreement states that the City would collect the taxes and
84 give the money to the Town. 2) How would delinquent taxes to the Town, from residents of the
85 City, be handled and collected? The agreement states that the Town would handle and collect
86 these taxes. The Trustees agreed with the proposed language in the agreement. Mr. Teich said the
87 only outstanding debt the City would be responsible for is the Police Building, and the City would
88 still need to levy this debt to the Town.
89

90 Staff agreed that the edits discussed at this meeting can be provided to the Selectboard to
91 consider at their next Selectboard meeting. Mr. Chawla requested that at least one of the
92 agreements be functionally finished.
93

94 c. **Discussion and potential action on recognizing Juneteenth as a holiday**

95 Mr. Teich introduced the issue of whether the Trustees would adopt Juneteenth as a Village
96 recognized holiday. He said this year the Village and the Town celebrated Juneteenth at the
97 Library; the Federal government made it a recognized holiday; and the Town added it as a
98 municipal holiday. He said this is in line with the Trustees prioritization of equity work within the
99 community. As a Village holiday, Juneteenth would increase Village staff's paid days off from 13 to
100 14 and would potentially add a benefit to the bargaining unit outside of the normal bargaining cycle.
101 The Trustees agreed with the idea and had no questions.
102

103 **RAJ CHAWLA made a motion, seconded by DAN KERIN, that the Trustees adopt Juneteenth as**
104 **a Village recognized holiday and authorize the Unified Manager to update the Village**
105 **Personnel Rules and Regulations to add Juneteenth as a recognized holiday and to execute a**

106 **Memorandum of Understanding with the Village employee Association to add Juneteenth as a**
107 **paid holiday to their bargaining agreement. The motion passed 5-0.**
108

109 d. **Discussion and potential action regarding ending Memorandum of Understanding**
110 **Regarding the Unified Manager**

111 Mr. Brown opened the discussion about ending the MOU regarding the Unified Manager when it
112 expires. He said this was announced and discussed in a previous meeting of the Trustees. There
113 were no questions about this agenda item.
114

115 **DAN KERIN made a motion, seconded by AMBER THIBEAULT, that the Trustees end the**
116 **Memorandum of Understanding Regarding the Unified Manager when the MOU expires after**
117 **February 26, 2022.**

118 Mr. Tyler expressed deep gratitude of the Trustees for Mr. Teich's exceptional performance over
119 the past few years, and Mr. Brown emphasized that this action is not a reflection of Mr. Teich's
120 skills or abilities.

121 **The motion passed 5-0.**
122

123 e. ***Discussion and potential action regarding personnel**

124 The Trustees agreed to discuss this item in open session, due to the recent announcement that
125 Ms. Macy will depart from her position and the motion to not renew the MOU for the Unified
126 Manager after it expires. Mr. Brown opened the discussion on the issue of whether the Trustees
127 wish to request funding from the Town of Essex in fiscal year 2022 to help the cost of recruiting
128 and/or paying for new Finance Director and a new Village Manager for the remainder of fiscal year
129 2022. Regarding the Village's 3-year agreement with the Town to share the Finance Director, Mr.
130 Brown and Mr. Tyler discussed that, in the event that the current finance director leaves, the
131 agreement would become invalid. Moving forward, Mr. Brown said, there would be two Finance
132 Directors working closely together.
133

134 **RAJ CHAWLA made a motion with a friendly amendment from ANDREW BROWN, seconded by**
135 **DAN KERIN, that the Trustees request \$97,003.85 from the Town of Essex to recruit and hire a**
136 **Village Manager in fiscal year 2022 due to the upcoming end of shared management. The**
137 **motion passed 5-0.**
138

139 **RAJ CHAWLA made a motion, seconded by DAN KERIN, that the Trustees request \$60,000**
140 **from the Town of Essex to recruit and hire a Village Finance Director in fiscal year 2022. The**
141 **motion passed 5-0.**
142

143 Mr. Brown said the interim Village Manager would work 30 hours per week to make decisions on
144 Village/ City Matters during the separation transition period. He proposed conducting outreach to
145 individuals who may be interested and proposed an interview process that would include
146 department heads and Trustees. Mr. Chawla suggested that the selection process include
147 stakeholders. Mr. Brown said that a higher number of stakeholders should be included when hiring
148 a full-time City Manager, later, but when they hire this interim Manager, only a few stakeholders
149 should be on the interview panel. Mr. Tyler suggested that there only be one interview for each
150 candidate. Mr. Teich suggested that they ask the department heads to each nominate two staff
151 persons to serve on the selection committee. Mr. Tyler thanked Village staff for being flexible
152 during this process. Mr. Brown said the HR Director, Mr. Sabatato, sent a job description to the
153 Trustees to consider as they draft one for the Interim Manager, to be approved at a later date.
154

155 6. **CONSENT ITEMS**
156

157 **RAJ CHAWLA made a motion, seconded by GEORGE TYLER, to approve the consent agenda**
158 **as amended:**

- 159 a. **Approve minutes: October 26, 2021**
160 ~~b. **Agency of Natural Resources easement at 100 Pearl St. Essex**~~
161 c. **Approve Check Warrants: #17275—10/29/2021**

162 **The motion passed 5-0**
163

164 7. **READING FILE**

165 a. **Board member comments**

- 166 • Mr. Kerin said he received a correspondence from Jeff Carr, who has served in multiple
167 positions in Essex Municipal government. He is moving from Essex and will not be able to
168 serve on the Regional Planning Committee, so a new person will need to be selected.
169 • Mr. Kerin announced that the Essex Area Senior Center is holding a Pie Sale Fundraiser.
170 People can place orders at the Senior Center, 2 Lincoln St., until Friday November 19th and
171 pick up will be on the 23rd and 24th. \$15 each for Apple, Pumpkin or Strawberry Rhubarb, and
172 \$18 each for Mincemeat or Pecan.
173

174 b. **Village center development update**

175 c. **Upcoming meeting schedule**
176

177 8. **EXECUTIVE SESSION**

178 a. ***An executive session may be needed to discuss employment of public officials**

179 This discussion took place as Item 5e so an executive session was not needed.
180

181 9. **ADJOURN**
182

183 **DAN KERIN made a motion, and RAJ CHAWLA seconded, that the Trustees adjourn the**
184 **meeting. The motion passed 5-0 at 8:15 PM.**
185

186
187 Respectfully Submitted,
188 Cathy Ainsworth

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.

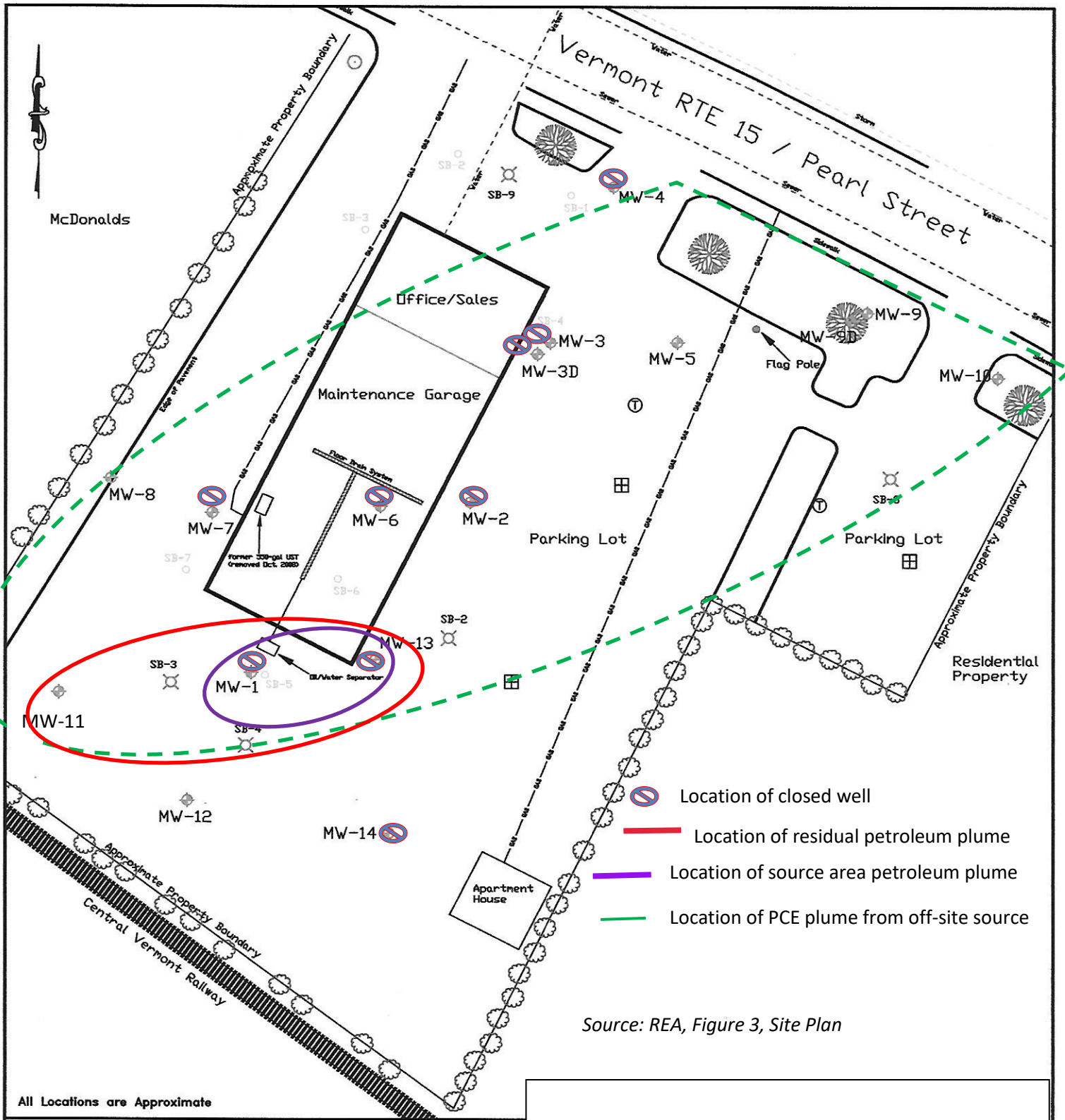
Sincerely,



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



Secretary's Office
1 National Life Dr - Davis 2
Montpelier VT 05620-3901

AGENCY OF NATURAL RESOURCES
Office of the Secretary

September 10, 2021

ANDY WATTS
SELECTBOARD CHAIR
81 MAIN STREET
ESSEX JUNCTION, VT 05452

Subject: Grant of Environmental Restrictions, Right of Access and Easement
75-103 Pearl Street, Essex Shopping Plaza
Essex, VT (SMS Site #2015-4611)

Dear Mr. Watts:

The Agency of Natural Resources proposes to acquire an interest in real property at the Essex Shopping Plaza Property located at 75-103 Pearl Street (VT Route 15) in the Town of Essex, in Chittenden County, Vermont. This interest is a necessary component in completing the remedial action taking place at the site and to protect the public health and the environment. Attached to this letter is a copy of the draft easement.

This 5.14-acre property (the Site) was recently purchased by Handy Hotels & Rentals, LLC in Spring 2021.

The Site was developed as a retail shopping center in the mid-1960s. The original layout of the parcel included two main retail buildings divided by an alley way and an asphalt parking lot. An addition constructed in the late 1960s joined the two buildings resulting in the current footprint. A dry cleaning operation was a historic tenant of the shopping center, although it was reportedly operated only as a drop-off location.

The Site was assigned a hazardous site listing following the detection of chlorinated volatile organic compounds (CVOCs) in groundwater samples collected during environmental due diligence performed in 2014 to support a real estate transaction for the former Capital Mercury property located at 100 Pearl Street. Subsequent site investigations revealed the source of CVOCs to be the Essex Shopping Center property.

Environmental investigation activities have taken place on the Essex Shopping Plaza Site since 2015. These investigations have completed the delineation of CVOC impacts to groundwater and have identified a potential vapor intrusion condition for several of the retail units within the shopping center. A CVOC vapor intrusion assessment, an evaluation of corrective action alternatives, and vapor intrusion mitigation pilot testing was completed in 2019.

One of the corrective action measures specified in the Corrective Action Plan approved on November 17, 2020, has been implemented by the former property owner, Hauke Building Supply, Inc. This corrective action measure includes the installation and testing of a sub-slab depressurization system.

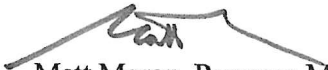
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In addition to mitigating vapor intrusion, the filing of an appropriate Land Use Restriction with the Registry of Deeds is an additional corrective action measure that is required to be implemented by the current owner. The land use restriction provides the Agency rights to access the property, to limit earth disturbing activities for the entire parcel to protect public health and the environment, and to ensure that constructed corrective action measures are functioning as intended.

This letter is to ask for the Town of Essex Selectboard's consideration and concurrence that the restrictions requested by the Agency of Natural Resources in this remedial action are acceptable to the Town of Essex. I also wish to use this letter to offer you the opportunity to meet on the proposed easement and answer any questions you may have. If the members of the Selectboard would like to discuss this acquisition, please contact James Donaldson, the Agency of Natural Resources project manager, at (802) 477-2632 to arrange a meeting or to respond to questions you may have.

Sincerely,



Matt Moran, Program Manager
Sites Management Section

Encl: Grant of Environmental Restrictions, Right of Access, and Easement; draft June 18, 2021
Attorney's Report and Opinion on Title; Kolvoord, Overton, & Wilson, PC
Boundary Line Adjustment Plat; O'Leary-Burke Civil Associates, PLC; December 23, 2003

**GRANT OF ENVIRONMENTAL RESTRICTIONS,
RIGHT OF ACCESS, AND EASEMENT**

THIS GRANT OF ENVIRONMENTAL RESTRICTIONS, RIGHT OF ACCESS, AND EASEMENT (“Grant”) is made this ____ day of _____, 2021, by Handy Hotels & Rentals, LLC, a Vermont limited liability company with its principal place of business located in Colchester, Vermont, its successors and assigns (“Grantor”), for the benefit of the State of Vermont, Agency of Natural Resources, and any successor agencies, Grantee (“Agency of Natural Resources”).

WITNESSETH:

WHEREAS, the property, is situated on lands and premises owned by Grantor consisting of 5.14 acres, more or less, located at 75 – 103 Pearl Street (VT Route 15) in the Town of Essex, in Chittenden County, Vermont, and has been assigned SMS# 2015-4611 (the “Parcel”), as more particularly described in Exhibit A; and

WHEREAS, the Parcel has historically been used for commercial purposes; and

WHEREAS, the Parcel is currently used for commercial purposes and the Grantor proposes to maintain the Parcel for commercial use; and

WHEREAS, the Grantor has cooperated with the Grantee in studying and evaluating conditions on the Parcel associated with prior commercial uses; and

WHEREAS, certain easements, rights, obligations, covenants and restrictions, as more particularly set forth below, are necessary at the Parcel for construction, operation, and maintenance of response actions at the site and to ensure that future activities at the Parcel, including the areas owned by Grantor, do not interfere with response activities, or in any way increase the ecological, human, or environmental risks at the Parcel; and

WHEREAS, it is the purpose of this instrument to convey real property rights from the Grantor to the Grantee, including, but not limited to, easements, rights of access, other rights, obligations, covenants and use restrictions (hereinafter “Environmental Restrictions”), all in perpetuity, to the Grantee, which will run with the Parcel, in perpetuity; and

WHEREAS, these Environmental Restrictions are required pursuant to the Vermont Investigation and Remediation of Contaminated Properties Rule, Subchapter 9, effective July 6, 2019, as provided in Section 3 of a Corrective Action Plan issued by Hauke Building Supply, Inc., for the Parcel (dated October 13, 2020), a true and correct copy of which is on file with the Agency of Natural Resources, in order to mitigate the potential for exposure to hazardous material remaining in soils and soil gas at the Parcel;

WHEREAS, as provided in the Corrective Action Plan, additional corrective actions and Environmental Restrictions or institutional controls may be required to mitigate potential for exposure to hazardous materials remaining in groundwater at the Parcel after additional monitoring activities are performed;

WHEREAS, the Grantor agrees that these Environmental Restrictions, right of access and easement will run with the Parcel in perpetuity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the SMAC, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor and Grantee, the Grantor, on behalf of itself, by these presents does hereby GIVE, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the Grantee, and its authorized representatives, successors and assigns, and with WARRANTY, COVENANTS forever, these environmental restrictions, right of access and easement, and shall apply to the Parcel as set forth below:

1. Easement Rights of Access. Grantor grants to Grantee the perpetual right and easement and right of access in, on, upon, to, through, over and under the Parcel for the following purposes:
 - a. monitoring and oversight of all aspects of the response actions;
 - b. capping and closure of the response areas;
 - c. verifying any data or information submitted to the Agency of Natural Resources;
 - d. assessing the need for, planning, or implementing additional response actions at or near the Parcel;
 - e. determining whether the Parcel is being used in a manner that is prohibited or restricted;
 - f. enforcing the rights of Grantees to the Parcel and the covenants of the Grantor set forth herein;
 - g. surveying;
 - h. all other activities necessary to implement, construct, operate or maintain the response actions.
2. Restricted Uses and Activities. Grantor makes the following covenants and agrees to permanent use restrictions and obligations on behalf of Grantor, its successors and assigns, for the benefit of Grantee, its authorized representatives, successors and assigns, which covenants, restrictions and obligations shall run with and bind the Parcel in perpetuity:
 - a. Grantor shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants on or from the Parcel;

- b. Grantor shall not use the Parcel or conduct any activities on the Parcel, or allow uses or activities to be conducted on the Parcel that would:
 - i. unreasonably interfere with any investigations of the environmental conditions at the Parcel;
 - ii. cause or exacerbate contamination of the Parcel or contamination of off-site properties; or
 - iii. pose or present any risk to the implementation, construction, operation, or maintenance of the remedy.
- c. Grantor shall not take or authorize any of the following activities or actions on the Parcel without the prior express written consent from the Grantee:
 - i. Construction, substantial improvement, or stabilization of buildings or any work on the foundations of buildings;
 - ii. Plowing, tilling, ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials;
 - iii. Construction activities which will materially change hydrogeologic conditions or will likely cause migration of contaminated groundwater;
 - iv. Installation of wells or use of groundwater underlying the Parcel;
 - v. Use of the Parcel or allowing the Parcel to be used for residential use or for day care centers for the care of children;
 - vi. Any other use that may impact or adversely affect the implementation, construction, operation, and maintenance of the remedy.

3. Enforcement.

- a. The Grantee shall be entitled to enforce the terms of these Environmental Restrictions by resort to specific performance or other legal process, including enforcement in the courts of the State of Vermont.
- b. The Grantor agrees that a violation of the Environmental Restrictions will constitute irreparable harm and entitle Grantee to injunctive relief.
- c. All reasonable costs and expenses of Grantee, including, but not limited to, attorneys' fees, incurred in any enforcement action shall be borne by the Grantor or its successors in interest or assigns if Grantee prevails in any such action.
- d. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including but not limited to federal and state hazardous waste management statutes. Nothing in these Environmental Restrictions shall be

construed to limit or otherwise affect the Agency of Natural Resources' rights of entry and access provided by law or regulation.

- e. Enforcement of the terms of these Environmental Restrictions shall be at the discretion of the Grantee, and any forbearance, delay or omission to exercise their rights under these Environmental Restrictions shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under these Environmental Restrictions.
 - f. Grantee shall be entitled to recover monetary damages for violations of the terms of these Environmental Restrictions, or for any injury to the response actions.
 - g. Grantee shall be entitled to recover damages for injury to the public health and welfare or to the environment protected by these Environmental Restrictions.
4. Severability. The provisions of these Environmental Restrictions are severable. If any provision of these Environmental Restrictions is invalid, or if any application of these Environmental Restrictions to any circumstance is invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.
5. Provisions to Run With the Land in Perpetuity. The environmental restrictions, rights of access, easements, obligations and covenants, granted in this instrument shall run with the land, and any portion thereof, in perpetuity, and shall be binding on the Grantor, the Grantor's agents, successors and assigns, and shall inure to the benefit of the Grantee and its authorized representatives, successors and assigns.
6. Incorporation into Leases. Grantor hereby agrees to incorporate these Environmental Restrictions, in full or by reference, into all leases, licenses, occupancy agreements, or any other instrument of transfer by which a right to use the Parcel, or any portion thereof, is conveyed.
7. Termination.
- a. This Grant of environmental restrictions, right of access and easement may be modified, or terminated in whole or in part only upon written agreement between of the Grantor, its successors or assigns, and the Grantee, signed by the Grantee and recorded in the land records in the Town of Essex, Vermont.
 - b. The Grantee may terminate, in whole or in part, the environmental restrictions, right of access and easement at such time or times, if ever, when the Grantee, in its sole reasonable discretion, determines that termination is necessary or that the purposes for which these environmental restrictions, right of access and easement were created have been achieved.
8. Miscellaneous Rights and Obligations.

- a. Nothing contained herein shall give or grant to the public a right to enter upon or to use the Parcel or any portion thereof where no such right existed in the public immediately prior to the execution of these Environmental Restrictions.
- b. If Grantor or its successors and assigns become delinquent in payment of said taxes or assessments such that a lien against the Parcel is created, the Grantee shall have the right to take actions as may be necessary to protect the Grantee's interest in the Parcel and to assure the continued enforceability of the rights granted herein.
- c. Grantor does further covenant and represent that the Grantor is seized of the Parcel in fee simple and warrants that it has good right and title to grant and convey the interests granted herein, and that the Parcel is free and clear of any and all encumbrances, that Grantor shall warrant, defend, and indemnify against all lawful claims whatever, and that Grantee and its successors and assigns shall have the use of and enjoyment all of the benefits derived from and arising out of these Environmental Restrictions.
- d. Grantee shall be entitled to record these Environmental Restrictions, or to record a notice making reference to the existence of these Environmental Restrictions, in the Land Records for the Town of Essex as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A. Chapter 5, Subchapter 7, including 27 V.S.A. §§ 603 and 605.
- e. The parties hereto recognize and agree that the benefits of the environmental restrictions, easement, and right of access granted and imposed herein are in gross and are assignable by Grantee, subject to notice to Grantor and recording of the assignment in the Land Records for the Town of Essex.

TO HAVE AND TO HOLD this Grant of Environmental Restrictions, Rights of Access and Easements unto the said Grantee Agency of Natural Resources of Vermont, its authorized representatives, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor _____ has caused these presents to be executed and sealed below the day and year first above written.

_____ by: _____

Witness Printed name: _____.

STATE OF VERMONT

COUNTY OF _____, ss.

At _____ this ___ day of _____, 2021, _____

_____ of _____, personally appeared and
acknowledged this instrument by him sealed and subscribed to be his own free act and
deed.

Before me: _____

Notary Public

Commission expires _____

DRAFT

ATTORNEY'S REPORT AND OPINION ON TITLE

RECORD OWNERS: Handy's Hotels & Rentals, LLC

ADDRESS OF PROPERTY: 71, 75, 103A & 103B Pearl Street, Essex

PROPERTY DESCRIPTION:

Being all and the same lands and premises conveyed to Handy's Hotels & Rentals, LLC by Warranty Deed of Hauke Building Supply, Inc. dated March 30, 2021 and recorded in Volume 1065 at Page 319 of the Town of Essex Land Records. Being more particularly described as follows:

Being all and the same lands and premises conveyed to Hauke Building Supply, Inc. by Warranty Deed of William R. Hauke, Roland J. Hauke, William R. Hauke, Jr. and Bruce T. Venner d/b/a Hauke Building Supply dated October 1, 1968 of record at Book 85, Page 466 of the Town of Essex Land Records. Reference is hereby made to a Boundary Adjustment between Hauke Building Supply, Inc. and Champlain Valley Exposition, Inc. dated April 29, 2003 of record at Book 553, Page 324 of the Town of Essex Land Records.

Being Parcels 1, 2 and 3 with all buildings thereon located on the northerly side of Pearl Street as shown and depicted on a final plat entitled: "Boundary Line Adjustment, Hauke Building Supply, Inc. & Champlain Valley Exposition, Inc." prepared by O'Leary-Burke Civil Associates, PLC, dated December 23, 2002, of record in Map Slide 400 of the Land Records of the Town of Essex.

Parcel 1 contains 0.64 acres, more or less. Parcel 2 contains 4.51 acres, more or less. Parcel 3 contains 0.54 acres, more or less.

Parcel 1 is known as 103A and 103B Pearl Street, Essex Junction. Parcel 2 is known as 75 Pearl Street, Essex Junction. Parcel 3 is known as 71 Pearl Street, Essex Junction.

Reference is hereby made to the above instruments and to their records, and to all deeds and records therein referred, in further aid of this description.

The following opinion and report on the title of the record owner to the above described property is based on an examination of the appropriate records of the Town of Essex. It is furnished in connection with a proposed easement being conveyed to the State of Vermont by Handy's Hotels & Rentals, LLC and is not transferable.

Based on such examination and the assumption that the records examined are currently and correctly indexed in the general indices, it is my opinion that, except as set forth below, on the effective date of this report the title of the record owner is a marketable title in Fee Simple free and clear of encumbrances, except as noted below.

1. MUNICIPAL CHARGES: (Unless otherwise indicated, these are based on oral verification or written summaries furnished by the appropriate municipal officer or department and is reported as given by such department or officer.)

a. Assessed Valuation:

71 Pearl Street:	\$753,800.00
75 Pearl Street:	\$3,409,000.00
103A Pearl Street:	\$234,600.00
103B Pearl Street:	\$1,024,000.00

b. Parcel Identification Number:

71 Pearl Street:	1035057000
75 Pearl Street:	1035055000
103A Pearl Street:	1035055001
103B Pearl Street:	1035055002

c. SPAN Number:

71 Pearl Street:	207-066-41376
75 Pearl Street:	207-066-12853
103A Pearl Street:	207-066-12854
103B Pearl Street:	207-066-12855

d. Taxes for current fiscal period:

i.) Annual Taxes for July 1, 2020 to June 30, 2021

71 Pearl Street:	\$19,910.88
75 Pearl Street:	\$90,045.32
103A Pearl Street:	\$6,196.72
103B Pearl Street:	\$27,047.42

ii.) Taxes are due September 15 and March 15. All installments have been paid. Taxes have not yet been assessed for the 2021-2022 fiscal tax year.

e. Delinquent Taxes - None of record.

f. Street, Curb and Sidewalk Assessments - None of record.

g. Water Liens - Current. A final reading is required prior to closing.

h. Electricity Liens - None of record.

i. Sewer Assessments - Current. See water above.

j. Fire District or other Municipal Liens or Assessments - None of record.

k. Condominium/Homeowners Association Fees and Charges - N/A, not a condominium.

2. MORTGAGES:

- a. Said lands and premises are subject to a Commercial Mortgage, Security Agreement and Assignment of Leases given by Handy's Hotels & Rentals, LLC in favor of Community Bank National Association dated March 31, 2021 in the original principal sum of \$13,000,000.00 and recorded in Volume 1065 at Page 321 of the Town of Essex Land Records.

3. ATTACHMENTS AND LIENS: None of record.

4. EASEMENTS AND RIGHTS-OF-WAY: Said lands and premises are, or may be, subject to or benefitted by the following as they are recorded in the Town of Essex Land Records:

- a. Easements, rights of way and other matters as may be depicted or recited on a final plat entitled: "Boundary Line Adjustment, Hauke Building Supply, Inc. & Champlain Valley Exposition, Inc." prepared by O'Leary-Burke Civil Associates, PLC, dated December 23, 2002, of record at Map Slide 400 of the Town of Essex Land Records.
- b. Easement in favor of Green Mountain Power Corporation and Verizon New England, Inc. dated October 19, 2006 of record at Book 709, Page 539 of the Town of Essex Land Records.
- c. Easement in favor of the Trustees of the Diocese of Vermont of the Episcopal Church, Champlain Valley Exposition, Inc. and Essex Junction Post 6689 Veterans of Foreign Wars dated April 29, 2003 of record at Book 553, Page 329 of the Town of Essex Land Records.
- d. Easement favor of the Trustees of the Diocese of Vermont of the Episcopal Church, Champlain Valley Exposition, Inc. and Essex Junction Post 6689 Veterans of Foreign Wars dated April 29, 2003 of record at Book 553, Page 327 of the Town of Essex Land Records.
- e. Easement in favor of Vermont Gas Systems, Inc. dated June 7, 1991 of record at Book 265, Page 428 of the Town of Essex Land Records.
- f. Easement in favor of Green Mountain Power Corporation dated March 2, 1971 of record at Book 96, Page 440 of the Town of Essex Land Records.
- g. Easement In favor of Green Mountain Power Corporation dated December 17, 1970 of record at Book 96, Page 8 of the Town of Essex Land Records.
- h. Easement in favor of the Village of Essex Junction to install, maintain, replace, patrol and remove traffic signal conduits, poles and guys dated December 7, 2015 and of record in Volume 965 at Page 659 of said Land Records.

5. PROTECTIVE COVENANTS; OTHER RESTRICTIONS OF RECORD: None.

6. LEASE LAND RENT: No indication of lease land.
7. STATE AND LOCAL PERMITS: This Report on Title is not intended to be a complete or full report on various regulatory matters affecting the property. Such a report would require inspections of the property and opinions by professionals in the engineering, survey and construction fields, all of which are not part of the Title Report. Violations and/or lack of compliance that are on file in the applicable records are reported.
- a. State Subdivision/Wastewater: Subject to the terms and conditions of the following: (i.) State of Vermont Public Building Permit PB-4-0713 dated July 7, 1982; (ii.) State of Vermont Wastewater System and Potable Water Supply Permit WW-4-0325, WW-4-0325-1, WW-4-0325-2 and all subsequent amendments thereto; and (iii.) State of Vermont Wastewater System and Potable Water Supply Permit WW-4-1938 dated June 5, 2003 and all subsequent amendments thereto. Reference is made to a letter from Delores LaRiviere from the District Office of the DEC dated June 5, 2003 that the above-referenced boundary adjustment between Hauke Building Supply, Inc. and the Champlain Valley Exposition, Inc. was exempt from permitting requirements pursuant to Section 1-404(a)(H) of the State of Vermont Wastewater and Potable Water Supply Rules.
 - b. State Underground Storage: Subject to the terms and conditions of an Amended Underground Storage Tank Registration and Permit for 103-A Pearl Street dated July 12, 2017 and recorded in Volume 986 at Page 191 of the Town of Essex Land Records.
 - c. Act 250: Not applicable.
 - d. State of Vermont Fire and Safety: The undersigned makes no certifications as to whether the subject parcel is in compliance with State of Vermont Fire and Safety Regulations.
 - e. State Stormwater: The subject lands and premises has more than three (3) acres of impervious surface and therefore, falls under the jurisdiction of State of Vermont General Permit 3-9050 that went into effect on December 1, 2020 and requires an owner of an affected property to apply for coverage under the General Permit by January 1, 2022. According to the State of Vermont Department of Environmental Conservation, an application for coverage has been received for the subject property.
 - f. Local Planning/Zoning: Subject to the terms and conditions of the following permits:
 - i. Village of Essex Junction Zoning Permit 169 dated December 23, 1998 for a drive thru window for Brooks Pharmacy.
 - ii. Village of Essex Junction Zoning Permit 52 dated May 12, 1999 for a sign.
 - iii. Village of Essex Junction Zoning Permit 57-2003 dated May 1, 2003 for demolition of an existing building.

- iv. Village of Essex Junction Zoning Permit No. 103-2003 dated June 11, 2003 for a bank building and associated Certificate of Occupancy dated September 10, 2003.
- v. Village of Essex Junction Zoning Permit 149-2003 dated July 15, 2003 for a sign.
- vi. Village of Essex Junction Zoning Permit 45 dated April 22, 2003 for a sign.
- vii. Village of Essex Junction Zoning Permit 2004-90 dated June 4, 2004 for parking lot lighting.
- viii. Village of Essex Junction Zoning Permit 2004-208 dated November 22, 2004 for lighting and vinyl siding canopy roof.
- ix. Village of Essex Junction Zoning Permit 2004-214 dated December 10, 2004 for a sign.
- x. Village of Essex Junction Zoning Permit 151 dated September 20, 2006 for a change of use and associated Certificate of Occupancy.
- xi. Village of Essex Junction Zoning Permit 171 dated October 18, 2006 for a sidewalk.
- xii. Village of Essex Junction Zoning Permit 9 dated February 7, 2007 for a sign.
- xiii. Village of Essex Junction Zoning Permit 81 dated June 21, 2007 for a sign.
- xiv. Village of Essex Junction Zoning Permit 107 dated July 18, 2007 for a sign.
- xv. Village of Essex Junction Zoning Permit 156 dated September 27, 2007 for a temporary tent sale.
- xvi. Village of Essex Junction Zoning Permit 66 dated May 7, 2008 for a temporary tent sale.
- xvii. Village of Essex Junction Zoning Permit 174 dated December 17, 2008 for a sign.
- xviii. Village of Essex Junction Zoning Permit 62 dated May 27, 2009 for a sign.
- xix. Village of Essex Junction Zoning Permit 100 dated August 24, 2009 for a sign.
- xx. Village of Essex Junction Zoning Permit 101 dated August 25, 2009 for a sign.
- xxi. Village of Essex Junction Zoning Permit 114 dated September 16, 2009 for a temporary tent sale.
- xxii. Village of Essex Junction Zoning Permit 59 dated May 12, 2010 for a temporary tent sale.
- xxiii. Village of Essex Junction Zoning Permit 107 dated August 4, 2010 for a sign.
- xxiv. Village of Essex Junction Zoning Permit 154 dated December 7, 2010 for a sign.
- xxv. Village of Essex Junction Zoning Permit 117 dated October 5, 2011 for an additional
- xxvi. bathroom and increased restaurant seating.
- xxvii. ZP-11-14 dated February 25, 2014 for a 17.5' x 2' sign for "Easy Home".
- xxviii. ZP24-14 dated April 2, 2014 for a 46.2 square foot Aubuchon Hardware sign.
- xxix. ZP-83-14 date June 27, 2014 for a 20 square foot "Main Street Floor Covering" sign.

- xxx.ZP-139-14 dated October 31, 2014 for a 22 square foot "Vermont Lamp and Shade" sign.
- xxxii.ZP-117-15 dated October 8, 2015 for the replacement of the existing 6' x 8' sign.
- xxxiii.ZP-112-16 dated September 19, 2016 for a "Fleet Street Sports" sign.
- xxxiiii.ZP-130-16 dated October 27, 2016 for a "Shannon's Jewelry" sign.
- xxxv.ZP-120-17 dated October 10, 2017 authorizing the expansion of the paved parking area of 71 Pearl Street by 499 square feet.
- xxxvi.ZP-122-17 dated October 20, 2017 authorizing the replacement of a 5' x 4' Northfield Savings Bank sign at 71 Pearl Street.
- xxxvii.ZP-118-18 dated December 10, 2018 authorizing the change of use of a portion of 75 Pearl Street from retail sales to a person services facility.
- xxxviii.ZP-30-19 dated May 3, 2019 for a "Planet Fitness" wall sign.
- xxxix.ZP-115-19 dated October 10, 2019 for a "Walgreen's" wall sign.

8. OBJECTIONS TO TITLE/REMARKS: The information in this Opinion pertaining to any delinquent taxes, water or sewer charges, etc., was obtained from the appropriate municipal official or department and is reported as given by such department or official. The writer not having personally examined these records, certifies only to the extent of information which was reported and is not responsible for incorrect information provided by such authorities.
- a. Lease with Snider dated December 18, 1970 of record at Volume 96, Page 63 of the Town of Essex Land Records. This lease is now expired.
 - b. Lease with State of Vermont Department of Liquor Control dated June 21, 1974 of record at Volume 115, Page 129 of the Town of Essex Land Records; dated June 29, 1979 of record at Volume 148, Page 254 of said Land Records; and dated March 1, 1984 of record at Volume 179, Page 138 of said Land Records. This lease is now expired.
 - c. Lease with Aubuchon Hardware dated December 13, 1984 of record at Volume 187, Page 91 of the Town of Essex Land Records; dated October 12, 1990 of record at Volume 258, Page 578 of said Land Records; dated August 31, 1999 of record at Volume 419, Page 89 of said Land Records; and dated January 23, 2003 of record at Volume 525, Page 562 of said Land Records. This lease is now expired.
 - d. Lease with FEP dated June 1, 1987 of record at Volume 225, Page 488 of the Town of Essex Land Records; and dated May 22, 1995 of record at Volume 337, Page 103 of said Land Records. This lease is now expired.
 - e. Lease with Green Mountain Lanes dated November 2, 1990 of record at Volume 258, Page 485 of the Town of Essex Land Records. This lease is now expired.
 - f. Lease with Champlain Oil Company, Inc. dated January 1, 1991 of record at Volume 265, Page 337 of the Town of Essex Land Records as signed to Alliance Energy, LLC by instrument dated July 16, 2018 and recorded in Volume 999 at Page 337 of said Land Records.

- g. Lease with Laserworld dated April 15, 1991 of record at Volume 263, Page 414 of the Town of Essex Land Records. This lease is now expired.
- h. Lease with Fay's dated July 18, 1994 of record at Volume 326, Page 576 of the Town of Essex Land Records; and dated July 15, 1994 of record at Volume 329, Page 492 of said Land Records. This lease is now expired.
- i. Lease with Maxi Drug, Inc. dated December 9, 1998 of record at Volume 400, Page 466 of the Town of Essex Land Records.
- j. Lease with Sherwin Williams dated May 6, 1999 of record at Volume 413, Page 3 of the Town of Essex Land Records.
- k. Lease with Northfield Savings Bank dated May 7, 2003 of record at Volume 545, Page 496 of the Town of Essex Land Records.
- l. Reference is made to a Boundary Adjustment Agreement between Hauke Building Supply, Inc. and Champlain Valley Exposition dated April 29, 2003 and recorded in Volume 553 at Page 324 of said Land Records.
- m. The intended use of the property is for commercial purposes
- n. Title to the property is marketable under the provisions of 27 V.S.A Section 301, et seq.
- o. The undersigned certifies that there is necessary access for ingress and egress and for the installation, maintenance and repair of all utilities.
- p. The undersigned certifies that there are no existing violations of any state of municipal permits and that all applicable permits for the intended use of the property have been issued.

EXCEPTIONS:

This report does not cover; and this opinion is subject to:

- a. Rights or claims of parties in possession not shown of record
- b. Mechanics' or Materialmen's Liens not recorded
- c. All applicable statutes, ordinances, and regulations of governmental bodies including use, zoning and building restrictions, imposed by them except as included in paragraph 7 above.
- d. Any facts which would be disclosed by a physical survey or inspection of the premises.
- e. Except where indicated, Probate, Bankruptcy and other Court records, and records of birth, death, marriage and divorce.
- f. Special assessments or liens, if any, not shown of record.

- g. The information in this Opinion pertaining to any delinquent taxes, water, or sewer charges, etc., was obtained from the appropriate municipal official or department and is reported as given by such department or official. The writer, not having personally examined these records, certifies only to the extent the information was reported to him.
- h. The boundaries and quantity of land have been reported as found in the land records from deed description and/or maps or surveys, and this Opinion contains only what has been found covering the period of the search.
- i. This Opinion does not include any determination of, nor does it relate to, compliance with or exemption from the provisions of any statute, regulation, or ordinance concerning water resources and pollution, land planning, subdivision, land development, or health regulations and zoning.
- j. Notice and regulation of Underground Liquid Storage Tanks pursuant to 10 V.S.A., Chapter 59.
- k. Any right of claim, including but not limited to any right of possession or claim for damages relating to the land, which has or may be asserted of record or not, by or on behalf of any Indian or Indian Tribe. This exception will not be incorporated in any title insurance policy issued in connection with this title opinion.
- l. The undersigned does not make any representation, or certification, as to whether or not the above-described lands and premises constitute "wetlands" as such may be protected or regulated by Title 10, Vermont Statutes Annotated.
- m. Any facts which would render the above property subject to Act 250 jurisdiction under the Vermont Supreme Court ruling set out in: In Re: Eastland, Inc., 151 Vt. 497 (1989).
- n. Liens and title deficiencies resulting from the subdivision or improvement of land without lawful authority, which liens or title deficiencies are not disclosed by the records that were searched in preparing this Opinion.

PERIOD OF SEARCH: This report and opinion refer to and apply only so far back as forty (40) years from and is effective down to the 27th day of July, 2021 at 10:30 a.m.

KOLVOORD, OVERTON & WILSON, PC

By: _____

Jason F. Ruwet, Esq.

SCHEDULE "A"

Being all and the same lands and premises conveyed to Handy's Hotels & Rentals, LLC by Warranty Deed of Hauke Building Supply, Inc. dated March 30, 2021 and recorded in Volume 1065 at Page 319 of the Town of Essex Land Records. Being more particularly described as follows:

Being all and the same lands and premises conveyed to Hauke Building Supply, Inc. by Warranty Deed of William R. Hauke, Roland J. Hauke, William R. Hauke, Jr. and Bruce T. Venner d/b/a Hauke Building Supply dated October 1, 1968 of record at Book 85, Page 466 of the Town of Essex Land Records. Reference is hereby made to a Boundary Adjustment between Hauke Building Supply, Inc. and Champlain Valley Exposition, Inc. dated April 29, 2003 of record at Book 553, Page 324 of the Town of Essex Land Records.

Being Parcels 1, 2 and 3 with all buildings thereon located on the northerly side of Pearl Street as shown and depicted on a final plat entitled: "Boundary Line Adjustment, Hauke Building Supply, Inc. & Champlain Valley Exposition, Inc." prepared by O'Leary-Burke Civil Associates, PLC, dated December 23, 2002, of record in Map Slide 400 of the Land Records of the Town of Essex.

Parcel 1 contains 0.64 acres, more or less. Parcel 2 contains 4.51 acres, more or less. Parcel 3 contains 0.54 acres, more or less.

Parcel 1 is known as 103A and 103B Pearl Street, Essex Junction. Parcel 2 is known as 75 Pearl Street, Essex Junction. Parcel 3 is known as 71 Pearl Street, Essex Junction.

Reference is hereby made to the above instruments and to their records, and to all deeds and records therein referred, in further aid of this description.

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
05290	10/29/21	ADVANCE AUTO PARTS RV ANTIFREEZE -50 552130224778	210-5-40-12-610.000 General Supplies	113.22	36817	11/05/21
19815	11/03/21	AMAZON CAPITAL SERVICES MSP Cameras 179QTMVVKHWQ	210-5-30-12-610.000 General Supplies	428.97	36819	11/05/21
07465	10/29/21	BIBENS ACE HARDWARE INC landscaping tools 42812	210-5-40-12-610.000 General Supplies	37.72	36822	11/05/21
07465	11/02/21	BIBENS ACE HARDWARE INC Supplies for Village offi 42846	210-5-41-20-431.000 R&M Buildings & Grounds	20.98	36822	11/05/21
21210	10/28/21	CINTAS LOC # 68M 71 M shop towels 4100044131	210-5-40-12-610.000 General Supplies	80.17	36826	11/05/21
21210	11/02/21	CINTAS LOC # 68M 71 M first aid 5082255995	210-5-40-12-610.000 General Supplies	93.14	36826	11/05/21
17025	10/28/21	COONRADT AMY 10/26 Trustees Meeting #0071	210-5-10-10-530.000 Communications	127.92	36832	11/05/21
27420	10/25/21	DAVE WHITCOMB'S SERVICE C 2018 Chevrolet state insp 27521	210-5-40-12-430.000 R&M Vehicles & Equipment	60.00	36833	11/05/21
27420	10/25/21	DAVE WHITCOMB'S SERVICE C 2019 Chevrolet state insp 27526	210-5-40-12-430.000 R&M Vehicles & Equipment	60.00	36833	11/05/21
26305	11/02/21	FIREBIRD CAFE Out About Vouchers 110321D	210-5-17-10-831.000 Special or New Programs	930.00	36839	11/05/21
34895	11/01/21	GAUTHIER TRUCKING, INC. Main Fairview on greenbe 1596399	210-5-40-12-425.000 Trash Removal	75.00	36848	11/05/21
34895	11/01/21	GAUTHIER TRUCKING, INC. 11 JACKSON ST 1596545	210-5-40-12-425.000 Trash Removal	104.11	36848	11/05/21
34895	11/01/21	GAUTHIER TRUCKING, INC. Trash removal 10/1-10/31 1596546	210-5-41-20-400.000 Contracted Services	533.51	36848	11/05/21
34895	11/01/21	GAUTHIER TRUCKING, INC. PEARL ST, MAIN ST MEMORIA 1596547	210-5-40-12-425.000 Trash Removal	476.06	36848	11/05/21
34895	11/01/21	GAUTHIER TRUCKING, INC. BARREL ON BIKE PATH 1596681	210-5-40-12-425.000 Trash Removal	64.59	36848	11/05/21
34895	11/01/21	GAUTHIER TRUCKING, INC. MSP Trash Removal 1597354	210-5-41-26-400.000 Contracted Services	392.33	36848	11/05/21
20470	10/31/21	GLOBAL MONTELLO GROUP Global Fuel Oct 2021 278855	210-5-41-26-626.000 Gasoline	133.55	36850	11/05/21
20470	10/31/21	GLOBAL MONTELLO GROUP Global Fuel Oct 2021 278855	210-5-41-22-626.000 Gasoline	408.34	36850	11/05/21
20470	10/31/21	GLOBAL MONTELLO GROUP Global Fuel Oct 2021 278855	210-5-40-12-626.000 Gasoline	2005.32	36850	11/05/21
23595	10/20/21	HAMMOND ELECTRIC INC Repair EJ Fire Dept. 9488HN	210-5-41-22-431.000 R&M Buildings & Grounds	1264.40	36855	11/05/21
25465	10/07/21	HOK MASONRY INC Repairs to preschool buil 10/07/2021	210-5-41-23-431.000 R&M Buildings & Grounds	3904.50	36857	11/05/21
03525	10/28/21	KITTELL BRANAGAN & SARGEN Audit services 82604	210-5-13-10-335.000 Audit	5600.00	36861	11/05/21
33585	11/01/21	LHS ASSOCIATES, INC. Village election memory c 71433	210-5-10-10-820.000 Elections	565.00	36864	11/05/21
14585	10/27/21	MUNICIPAL EMERGENCY SERVI SCBA Repair IN1637465	210-5-25-10-430.000 R&M Vehicles & Equipment	113.42	36869	11/05/21
44275	11/03/21	MVP SELECT CARE INC. Administrative Fee Invoic 202110A	210-5-13-10-570.000 Other Purchased Services	97.50	36870	11/05/21

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
26505	NEST COFFEE & BAKERY LLC	11/03/21	Out About Vouchers 110321D	210-5-17-10-831.000 Special or New Programs	195.00	36872	11/05/21
14085	ON TAP BAR & GRILL	11/03/21	Out About Vouchers 110321D	210-5-17-10-831.000 Special or New Programs	320.00	36874	11/05/21
23420	P & P SEPTIC SERVICE INC.	10/26/21	Cascade Portolet - Final T565286	210-5-30-12-330.000 Professional Services	110.00	36876	11/05/21
25140	PIKE INDUSTRIES INC	10/29/21	Asphalt 1162825	210-5-40-12-605.000 Summer Construction Suppl	641.28	36877	11/05/21
37430	R R CHARLEBOIS INC	10/23/21	8E5 Annual Maintenance RC76318	210-5-40-12-430.000 R&M Vehicles & Equipment	1341.70	36880	11/05/21
V1976	ROCKY'S PIZZA	11/03/21	Out About Vouchers 11/3/21	210-5-17-10-831.000 Special or New Programs	245.00	36883	11/05/21
02050	RON BUSHEY'S SUNOCO	11/02/21	tires and state inspectio 2 044	210-5-40-12-430.000 R&M Vehicles & Equipment	843.96	36884	11/05/21
37965	S D IRELAND CONCRETE	10/04/21	COVER,58" DIA for catch b 359187	210-5-40-12-575.000 Storm Sewer Maintenance	526.00	36886	11/05/21
70855	THE ESSEX	11/03/21	Out About Vouchers 110321D	210-5-17-10-831.000 Special or New Programs	135.00	36890	11/05/21
09040	TOWN MEETING TELEVISION A	06/25/21	FY22 Village Support FY22Village	210-5-10-10-530.000 Communications	12000.00	36894	11/05/21
26730	UNCOMMON COFFEE LLC	11/03/21	Out About Vouchers 110321D	210-5-17-10-831.000 Special or New Programs	220.00	36895	11/05/21
36130	VERIZON WIRELESS	10/18/21	shared 9/9 to 10/18/21 9890873070	210-5-16-10-530.000 Communications	40.01	36899	11/05/21
36130	VERIZON WIRELESS	10/18/21	shared 9/9 to 10/18/21 9890873070	210-5-25-10-530.000 Communications	160.04	36899	11/05/21
36130	VERIZON WIRELESS	10/19/21	cell phones 9/20 to 10/19 9890957436	210-5-40-12-530.000 Communications	192.71	36900	11/05/21
V2380	VLCT PACIF	09/02/21	Insurance Add INT195090221	210-5-13-10-520.000 Insurance	387.00	36903	11/05/21
29825	VT GAS SYSTEMS	10/22/21	MSP Gas October 1578756 1021	210-5-41-26-621.000 Natrual Gas/Heating	44.06	36908	11/05/21
29825	VT GAS SYSTEMS	10/22/21	various 9/20 to 10/19/21 21602	210-5-41-20-621.000 Natrual Gas/Heating	120.36	36908	11/05/21
29825	VT GAS SYSTEMS	10/22/21	various 9/20 to 10/19/21 21602	210-5-41-23-621.000 Natrual Gas/Heating	173.69	36908	11/05/21
29825	VT GAS SYSTEMS	10/22/21	various 9/20 to 10/19/21 21602	210-5-40-12-621.000 Natural Gas/Heating	77.16	36908	11/05/21
29825	VT GAS SYSTEMS	10/22/21	various 9/20 to 10/19/21 21602	210-5-41-22-621.000 Natrual Gas/Heating	49.04	36908	11/05/21
29825	VT GAS SYSTEMS	10/22/21	various 9/20 to 10/19/21 21602	210-5-41-21-621.000 Natrual Gas/Heating	144.60	36908	11/05/21
29825	VT GAS SYSTEMS	10/22/21	MSP Gas October 810044 1021	210-5-41-26-621.000 Natrual Gas/Heating	62.76	36910	11/05/21
07565	W B MASON CO INC	10/27/21	Maint Supplies 224602210	210-5-30-12-610.000 General Supplies	282.31	36913	11/05/21
07565	W B MASON CO INC	10/27/21	Soap 224606129	210-5-30-12-610.000 General Supplies	124.90	36913	11/05/21
23000	WHITCOMB	10/22/21	704.05A 4980	210-5-40-12-605.000 Summer Construction Suppl	117.01	36915	11/05/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
20445	10/19/21	WHITE CAP L P	PATINA CAST IRON WET SET	210-5-40-12-451.000	392.00	36916	11/05/21
			50017094281	Summer Construction Servi			
03280	10/28/21	ENGINEERS CONSTRUCTION IN	PAVE WATERBREAKAREAAAT 51	254-5-54-20-433.000	4275.00	36835	11/05/21
			4068	R&M Infrastructure			
20470	10/31/21	GLOBAL MONTELLO GROUP	Global Fuel Oct 2021	254-5-54-20-626.000	128.05	36850	11/05/21
			278855	Gasoline			
03525	10/28/21	KITTELL BRANAGAN & SARGEN	Audit services	254-5-54-20-335.000	3360.00	36861	11/05/21
			82604	Audit			
V9454	11/03/21	LENNY'S SHOE & APP	uniforms - Barrows	254-5-54-20-612.000	494.91	36863	11/05/21
			3372942	Uniforms			
10110	11/01/21	MCGOVERN MECHANICAL CORP	meter replacements	254-5-54-70-750.001	150.00	36867	11/05/21
			1713	Meter Replacement Program			
40640	10/27/21	POLLARD WATER	140 TABLET VITA-D CHLOR A	254-5-54-20-610.000	651.89	36878	11/05/21
			0202459	General Supplies			
V2227	11/02/21	TI-SALES, INC.	Neptune R900 Belt Clip Tr	254-5-54-70-750.001	1111.07	36893	11/05/21
			INV0137171	Meter Replacement Program			
36130	10/19/21	VERIZON WIRELESS	cell phones 9/20 to 10/19	254-5-54-20-530.000	177.06	36900	11/05/21
			9890957436	Communications			
29825	10/22/21	VT GAS SYSTEMS	various 9/20 to 10/19/21	254-5-54-20-621.000	43.03	36908	11/05/21
			21602	Natural Gas/Heating			
04940	10/23/21	COMCAST	November internet	255-5-55-30-530.000	213.30	36831	11/05/21
			0316028 1021	Communications			
06870	10/26/21	ENDYNE INC	Compliance GW Testing	255-5-55-30-567.000	3240.00	36834	11/05/21
			390012	Biosolids Land Applicatio			
06870	10/28/21	ENDYNE INC	Oct 12 TDS and FOG New Pe	255-5-55-30-340.000	110.00	36834	11/05/21
			390320	Technical Services			
06870	10/29/21	ENDYNE INC	Land Application Complian	255-5-55-30-340.000	1855.00	36834	11/05/21
			390440	Technical Services			
06870	11/03/21	ENDYNE INC	Holding Tank #2 Fecals	255-5-55-30-567.000	640.00	36834	11/05/21
			391176	Biosolids Land Applicatio			
06870	11/03/21	ENDYNE INC	10/-19 TKN Only	255-5-55-30-340.000	35.00	36834	11/05/21
			391177	Technical Services			
38955	10/28/21	F W WEBB COMPANY	Chemical Feed Tubing BiSu	255-5-55-30-570.000	25.19	36837	11/05/21
			73602011	Other Purchased Services			
04640	10/20/21	FASTENAL INDUSTRIAL & CON	Centrifuge Pump Gallery G	255-5-55-30-570.000	2973.33	36838	11/05/21
			VTBUR301148	Other Purchased Services			
20470	10/31/21	GLOBAL MONTELLO GROUP	Global Fuel Oct 2021	255-5-55-30-626.000	161.48	36850	11/05/21
			278855	Gasoline			
07010	10/20/21	GREEN MOUNTAIN POWER CORP	39 Cascade 9/20 to 10/19/	255-5-55-30-622.000	11195.74	36853	11/05/21
			1021cascade	Electricity			
03525	10/28/21	KITTELL BRANAGAN & SARGEN	Audit services	255-5-55-30-335.000	3360.00	36861	11/05/21
			82604	Audit			
20040	11/01/21	RAB CONSULTING & SERVICES	Permit appeal and Zn cons	255-5-55-30-320.000	170.00	36881	11/05/21
			122	Legal Services			
20040	11/01/21	RAB CONSULTING & SERVICES	Permit appeal and Zn cons	255-5-55-30-330.000	68.00	36881	11/05/21
			122	Professional Services			
36130	10/18/21	VERIZON WIRELESS	shared 9/9 to 10/18/21	255-5-55-30-530.000	55.46	36899	11/05/21
			9890873070	Communications			
23395	11/02/10	VILLAGE HARDWARE - WILLIS	Lube and soil sample buck	255-5-55-30-567.000	22.73	36902	11/05/21
			514010	Biosolids Land Applicatio			

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
23395	VILLAGE HARDWARE - WILLIS	11/02/10	Lube and soil sample buck 514010	255-5-55-30-570.000 Other Purchased Services	12.34	36902	11/05/21
29825	VT GAS SYSTEMS	10/22/21	various 9/20 to 10/19/21 21602	255-5-55-30-621.000 Natural Gas/Heating	586.31	36908	11/05/21
17765	WAITE-HEINDEL ENVIRONMENT	10/28/21	Groundwater MW Install PF 4838	255-5-55-30-567.000 Biosolids Land Applicatio	5019.32	36914	11/05/21
38955	F W WEBB COMPANY	10/22/21	Stilling Well West Susie 73521789	256-5-56-40-434.001 Susie Wilson PS Costs	56.25	36837	11/05/21
38955	F W WEBB COMPANY	10/22/21	Stilling Well West Susie 73521789	256-5-56-40-434.002 West Street PS Costs	56.25	36837	11/05/21
20470	GLOBAL MONTELLO GROUP	10/31/21	Global Fuel Oct 2021 278855	256-5-56-40-626.000 Gasoline	80.62	36850	11/05/21
03525	KITTELL BRANAGAN & SARGEN	10/28/21	Audit services 82604	256-5-56-40-335.000 Audit	1680.00	36861	11/05/21
10110	MCGOVERN MECHANICAL CORP	11/01/21	meter replacements 1713	256-5-56-70-750.001 Meter Replacement Program	300.00	36867	11/05/21
V2227	TI-SALES, INC.	11/02/21	Neptune R900 Belt Clip Tr INV0137171	256-5-56-70-750.001 Meter Replacement Program	2222.13	36893	11/05/21
36130	VERIZON WIRELESS	10/23/21	pump stations 9/24 to10/2 9891361688	256-5-56-40-431.000 R&M Buildings & Grounds	148.13	36901	11/05/21
36130	VERIZON WIRELESS	10/23/21	pump stations 9/24 to10/2 9891361688	256-5-56-40-434.001 Susie Wilson PS Costs	38.16	36901	11/05/21
36130	VERIZON WIRELESS	10/23/21	pump stations 9/24 to10/2 9891361688	256-5-56-40-434.002 West Street PS Costs	38.16	36901	11/05/21
29825	VT GAS SYSTEMS	10/22/21	various 9/20 to 10/19/21 21602	256-5-56-40-621.000 Natural Gas/Heating	41.69	36908	11/05/21
29825	VT GAS SYSTEMS	10/22/21	various 9/20 to 10/19/21 21602	256-5-56-40-434.001 Susie Wilson PS Costs	37.61	36908	11/05/21
29825	VT GAS SYSTEMS	10/22/21	various 9/20 to 10/19/21 21602	256-5-56-40-434.002 West Street PS Costs	38.80	36908	11/05/21
25445	802 REPTILES	10/27/21	RK MSP Reptile Show 11/10 000393	259-5-30-15-580.000 Travel	450.00	36814	11/05/21
07305	AIRGAS USA LLC	10/31/21	Pool Chemicals 9983399169	259-5-30-11-431.000 R&M Buildings & Grounds	56.95	36818	11/05/21
19815	AMAZON CAPITAL SERVICES	10/20/21	RK MSP Supplies 16R4GN3J4KK6	259-5-30-15-610.000 General Supplies	97.72	36819	11/05/21
19815	AMAZON CAPITAL SERVICES	10/22/21	RK MSP Supplies 17KYCMTQ1XJM	259-5-30-15-610.000 General Supplies	26.89	36819	11/05/21
19815	AMAZON CAPITAL SERVICES	10/25/21	RK Summit Supplies 1DHG1G146PPR	259-5-30-15-610.000 General Supplies	12.99	36819	11/05/21
19815	AMAZON CAPITAL SERVICES	10/24/21	RK FMS Supplies 1L49FWQ6KT4Y	259-5-30-15-610.000 General Supplies	61.16	36819	11/05/21
19815	AMAZON CAPITAL SERVICES	10/21/21	RK Summit Supplies 1PPFV6HTGK3V	259-5-30-15-610.000 General Supplies	9.98	36819	11/05/21
19815	AMAZON CAPITAL SERVICES	10/24/21	RK MSP Supplies 1WHXMJWPNC1Q	259-5-30-15-610.000 General Supplies	30.98	36819	11/05/21
28565	FIRTH RICHARD	10/26/21	Bus Clinic 102621D	259-5-30-15-330.000 Professional Services	160.00	36842	11/05/21
19215	GENGRAS CASSANDRA	10/26/21	Enrichment October 6A	259-5-30-15-330.000 Professional Services	840.00	36849	11/05/21

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
20470	GLOBAL MONTELLO GROUP	10/31/21	Global Fuel Oct 2021 278855	259-5-30-15-626.000 Gasoline	195.39	36850	11/05/21
20780	NATIONAL ASSOC. FOR THE E	11/03/21	C McLaughlin Conference R R0330497	259-5-30-16-500.000 Training, Conf, Dues	380.00	36871	11/05/21
24830	REINHART FOODSERVICE	10/21/21	RK MSP Snack 559238	259-5-30-15-610.000 General Supplies	98.51	36882	11/05/21
24830	REINHART FOODSERVICE	10/20/21	RK Westford Snack 559353	259-5-30-15-610.000 General Supplies	43.89	36882	11/05/21
24830	REINHART FOODSERVICE	10/25/21	RK Summit Snack 559742	259-5-30-15-610.000 General Supplies	172.80	36882	11/05/21
24830	REINHART FOODSERVICE	10/25/21	RK EES Snack 561034	259-5-30-15-610.000 General Supplies	119.68	36882	11/05/21
24830	REINHART FOODSERVICE	10/25/21	RK FMS Snack 561036	259-5-30-15-610.000 General Supplies	146.73	36882	11/05/21
24830	REINHART FOODSERVICE	10/25/21	RK Fleming Snack 561379	259-5-30-15-610.000 General Supplies	79.07	36882	11/05/21
24830	REINHART FOODSERVICE	10/26/21	RK Hiawatha Snack 562109	259-5-30-15-610.000 General Supplies	131.49	36882	11/05/21
24830	REINHART FOODSERVICE	10/26/21	RK Westford Snack 562589	259-5-30-15-610.000 General Supplies	174.95	36882	11/05/21
Report Total					----- 84796.53 =====		

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
37985	10/23/21	A T & T MOBILITY CELL PHONE Svc EPD 8781498 1021	110-5-14-10-735.000 Tech: Equip/Hardware	43.23	36917	11/12/21
37985	10/23/21	A T & T MOBILITY CELL PHONE Svc EPD 8781498 1021	110-5-20-10-432.000 R&M Technology	43.23	36917	11/12/21
37985	10/23/21	A T & T MOBILITY CELL PHONE Svc EPD 8781498 1021	110-5-40-12-570.000 Other Purchased Services	83.41	36917	11/12/21
37985	10/23/21	A T & T MOBILITY CELL PHONE Svc EPD 8781498 1021	110-5-30-12-530.000 Communications	29.91	36917	11/12/21
37985	10/23/21	A T & T MOBILITY CELL PHONE Svc EPD 8781498 1021	110-5-30-13-530.000 Communications	100.92	36917	11/12/21
07305	11/03/21	AIRGAS USA LLC Welding supplies 9119337262	110-5-40-12-430.001 R&M Vehicles - Supplies	93.68	36921	11/12/21
28555	10/20/21	ALLEGIANCE TRUCKS EPR Gloves X12200029801	110-5-30-12-612.000 Uniforms	274.30	36923	11/12/21
19815	11/07/21	AMAZON CAPITAL SERVICES CHIARAVALLE ALLOWANCE 17NP6G4JDP49	110-5-20-10-612.000 Uniforms	103.06	36924	11/12/21
10070	10/13/21	BEAUREGARD EQUIPMENT INC front end repair - Backho WV36255	110-5-40-12-430.000 R&M Vehicles & Equipment	2453.89	36928	11/12/21
07465	11/01/21	BIBENS ACE HARDWARE INC Shop Supplies 42825	110-5-30-12-431.000 R&M Buildings & Grounds	8.97	36929	11/12/21
07465	11/03/21	BIBENS ACE HARDWARE INC Shop Supplies 42853	110-5-30-12-610.000 General Supplies	26.32	36929	11/12/21
07465	11/04/21	BIBENS ACE HARDWARE INC supplies for PW admin off 42867	110-5-41-14-610.000 General Supplies	49.35	36929	11/12/21
07465	11/04/21	BIBENS ACE HARDWARE INC long shank padlocks 42868	110-5-41-15-610.000 General Supplies	24.99	36929	11/12/21
07465	11/04/21	BIBENS ACE HARDWARE INC new lock and keys for lan 42869	110-5-41-15-610.000 General Supplies	31.08	36929	11/12/21
07465	11/04/21	BIBENS ACE HARDWARE INC supplies to fix lighting 42870	110-5-41-11-431.000 R&M Buildings & Grounds	35.78	36929	11/12/21
07465	11/05/21	BIBENS ACE HARDWARE INC top soil for fill hole - 42879	110-5-41-11-431.000 R&M Buildings & Grounds	21.54	36929	11/12/21
07465	11/05/21	BIBENS ACE HARDWARE INC grass seed - Library hole 42880	110-5-41-11-431.000 R&M Buildings & Grounds	6.59	36929	11/12/21
07465	11/10/21	BIBENS ACE HARDWARE INC shop supplies 42912	110-5-41-15-610.000 General Supplies	22.96	36929	11/12/21
26740	10/14/21	BLACK FLANNEL BREWING CO Town Village Employee pa BF0932	110-5-10-10-500.000 Training, Conf, Dues	750.00	36931	11/12/21
24475	11/05/21	BOND O'REILLY AUTO-ESSEX GL -WIPER FLD 5677329449	110-5-40-12-430.001 R&M Vehicles - Supplies	49.41	36932	11/12/21
11375	10/01/21	CASELLA WASTE MANAGEMENT trash pick up 81 Main 3219571	110-5-41-10-400.000 Contracted Services	141.52	36937	11/12/21
23455	11/04/21	CHITTENDEN SOLID WASTE DI tire disposal 3346401	110-5-40-12-570.000 Other Purchased Services	30.00	36940	11/12/21
25120	11/04/21	CLICKTIME.COM Town ClickTime October 358558	110-5-13-10-505.000 Tech. Subs, Licenses	328.00	36944	11/12/21
25120	11/04/21	CLICKTIME.COM Town ClickTime October 358558	110-5-30-10-505.000 Technology, Subscriptions	200.00	36944	11/12/21
04940	10/27/21	COMCAST internet service 5 Jerich 0167066 1121	110-5-41-14-530.000 Communications	163.39	36945	11/12/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
04940	11/01/21	Internet hgwy complex 11/0167074 1121	110-5-40-12-530.000	Communications	81.70	36946	11/12/21
19330	10/30/21	9/30-10/29/21 Potts lines 103021D	110-5-30-11-530.000	Communications	58.76	36949	11/12/21
17025	11/04/21	Town Selectboard 11/10072	110-5-11-10-330.000	Professional Services	234.52	36950	11/12/21
08145	11/08/21	Refund of Tax Credit 1030123002C	110-2-00-00-200.002	Overpayments Payable	2196.87	36951	11/12/21
33075	11/01/21	Laptops 10530509017	110-5-14-10-735.000	Tech: Equip/Hardware	2153.22	36954	11/12/21
17215	11/08/21	regular gas 0178775-21	110-5-41-15-626.000	Gasoline	7261.32	36957	11/12/21
25290	11/03/21	Magazine Subscriptions 7935767	110-5-35-10-640.201	Adult Collection	1562.99	36958	11/12/21
25290	11/03/21	Magazine Subscriptions 7935767	110-5-35-10-640.202	Juvenile Collection	602.63	36958	11/12/21
23215	11/09/21	grade stakes 108073550001	110-5-40-12-605.000	Summer Construction Suppl	116.10	36963	11/12/21
28855	11/09/21	Refund-Permit Fees 166	110-4-16-10-030.007	Building Structures	50.00	36964	11/12/21
21845	10/26/21	Statement closing 10/26 9572 1021	110-5-10-10-610.000	General Supplies	39.00	36965	11/12/21
21845	10/26/21	Statement closing 10/26 9572 1021	110-5-10-10-570.000	Other Purchased Services	495.87	36965	11/12/21
21845	10/26/21	Statement closing 10/26 9572 1021	110-5-30-13-570.000	Other Purchased Services	30.00	36965	11/12/21
21845	10/26/21	Statement closing 10/26 9572 1021	110-5-10-10-500.000	Training, Conf, Dues	183.45	36965	11/12/21
21825	10/26/21	EMS SUPPLIES AND TRK REPA 5442 1021	110-5-25-10-611.000	Small Tools and Equipment	63.59	36966	11/12/21
21825	10/26/21	EMS SUPPLIES AND TRK REPA 5442 1021	110-5-25-10-430.000	R&M Vehicles & Equipment	89.99	36966	11/12/21
21825	10/26/21	EMS SUPPLIES AND TRK REPA 5442 1021	110-5-25-10-611.000	Small Tools and Equipment	74.44	36966	11/12/21
24825	10/26/21	OCT CREDIT CARD 102621D	110-5-20-10-500.000	Training, Conf, Dues	1062.38	36967	11/12/21
24825	10/26/21	OCT CREDIT CARD 102621D	110-5-20-10-550.000	Printing and Binding	78.83	36967	11/12/21
24825	10/26/21	OCT CREDIT CARD 102621D	110-5-20-10-580.000	Travel	59.06	36967	11/12/21
24825	10/26/21	OCT CREDIT CARD 102621D	110-5-20-10-610.000	General Supplies	17.99	36967	11/12/21
24825	10/26/21	OCT CREDIT CARD 102621D	110-5-20-10-612.000	Uniforms	274.93	36967	11/12/21
14595	11/02/21	CARPET RUNNERS 1397910	110-5-41-13-400.000	Contracted Services	50.15	36976	11/12/21
13570	11/03/21	Adult Large Print Books 76138853	110-5-35-10-640.201	Adult Collection	122.36	36977	11/12/21
25155	10/31/21	winter calcium w/boost 11012083	110-5-40-12-600.000	Salt, Sand and Gravel	2635.50	36978	11/12/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
04035	11/04/21	GOT THAT RENTAL & SALES I Weed Wacker Parts 92984	110-5-30-12-431.000 R&M Buildings & Grounds	27.35	36979	11/12/21
07010	10/28/21	GREEN MOUNTAIN POWER CORP 9/27-10/27/21 Power vario 102821D	110-5-41-14-622.000 Electricity	136.04	36981	11/12/21
07010	10/28/21	GREEN MOUNTAIN POWER CORP 9/27-10/27/21 Power vario 102821D	110-5-41-16-622.000 Electricity	104.99	36981	11/12/21
07010	10/28/21	GREEN MOUNTAIN POWER CORP 9/27-10/27/21 Power vario 102821D	110-5-41-17-622.000 Electricity	170.46	36981	11/12/21
07010	10/28/21	GREEN MOUNTAIN POWER CORP 9/27-10/27/21 Power vario 102821D	110-5-41-18-622.000 Electricity	61.23	36981	11/12/21
07010	10/28/21	GREEN MOUNTAIN POWER CORP 9/27-10/27/21 Power vario 102821D	110-5-41-24-622.000 Electricity	47.36	36981	11/12/21
07010	10/28/21	GREEN MOUNTAIN POWER CORP 9/27-10/27/21 Power vario 102821D	110-5-40-12-622.200 Streetlight Electricity	8529.09	36981	11/12/21
28845	11/08/21	GREGOIRE BEEBE C Refund of Tax Credit 1037034000	110-2-00-00-200.002 Overpayments Payable	1458.05	36982	11/12/21
24420	11/08/21	HERITAGE FORD parts for car #28 284703	110-5-40-12-430.001 R&M Vehicles - Supplies	18.94	36984	11/12/21
24735	10/31/21	HOWARD CENTER FOR HUMAN S COMMUNITY OUTREACH Q1 220727	110-5-20-10-330.000 Professional Services	10347.50	36986	11/12/21
24735	10/31/21	HOWARD CENTER FOR HUMAN S COMMUNITY OUTREACH Q2 220764	110-5-20-10-330.000 Professional Services	10347.50	36986	11/12/21
33495	10/29/21	INGRAM LIBRARY SERVICES I Juvenile Books 55599277	110-5-35-10-640.202 Juvenile Collection	30.95	36988	11/12/21
33495	10/29/21	INGRAM LIBRARY SERVICES I Juvenile Books 55599277	110-5-35-10-610.000 General Supplies	3.37	36988	11/12/21
33495	10/29/21	INGRAM LIBRARY SERVICES I Adult Books 55599278	110-5-35-10-640.201 Adult Collection	86.75	36988	11/12/21
33495	10/29/21	INGRAM LIBRARY SERVICES I Adult Books 55599278	110-5-35-10-610.000 General Supplies	2.76	36988	11/12/21
25725	10/27/21	J&L HARDWARE INC Ice Rink Supplies 455376	110-5-30-12-431.000 R&M Buildings & Grounds	259.99	36990	11/12/21
17710	11/04/21	KOFIL INC / GOVOS INC Land Records Nov. 2021 1002030	110-5-12-10-505.000 Tech. Subs, Licenses	1205.00	36995	11/12/21
28830	10/26/21	MAD RIVER PAINTING LLC Painter Hired to paint cl 000055	110-5-41-10-431.000 R&M Buildings & Grounds	292.50	36998	11/12/21
13000	10/29/21	MARSHALL TIRE GROUP INC mount / dismount tires 64255	110-5-40-12-430.000 R&M Vehicles & Equipment	165.00	37001	11/12/21
13000	10/29/21	MARSHALL TIRE GROUP INC Tires 64294	110-5-40-12-430.000 R&M Vehicles & Equipment	2161.38	37001	11/12/21
20080	11/02/21	MICROMARKETING LLC Adult Books on CD 867492	110-5-35-10-640.201 Adult Collection	60.20	37004	11/12/21
20080	11/04/21	MICROMARKETING LLC Adult Books on CD 868018	110-5-35-10-640.201 Adult Collection	103.17	37004	11/12/21
13470	09/29/21	MONTPELIER CITY OF TRAINING 277	110-5-20-10-500.000 Training, Conf, Dues	250.00	37007	11/12/21
40075	11/01/21	NEW YORK CLEANERS OCT DRY CLEANING 110121D	110-5-20-10-612.000 Uniforms	433.95	37008	11/12/21
25990	10/14/21	ORIENTAL TRADING CO., INC Children's Craft Supplies 71239764801	110-5-35-10-610.000 General Supplies	92.08	37011	11/12/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
27165	10/29/21	OUTDOOR GEAR EXCHANGE Snowshoes OH002539	110-5-90-00-890.000 Federal Grant Expenditure	1130.54	37012	11/12/21
22860	11/03/21	PARSONS ENVIRONMENT & INF inspection fees 63226	110-5-40-12-570.000 Other Purchased Services	2.21	37013	11/12/21
24100	11/01/21	PERMA-LINE CORP OF NEW EN channel posts for traffic 189520	110-5-40-12-610.000 General Supplies	1410.00	37015	11/12/21
24100	11/01/21	PERMA-LINE CORP OF NEW EN Traffic control signs 189521	110-5-40-12-610.000 General Supplies	208.55	37015	11/12/21
28030	11/03/21	ROUTE 15 AUTOMOTIVE SERVI LOF/VSI/M/B 4 TIRES/DISPO 131176	110-5-20-10-430.000 R&M Vehicles & Equipment	214.95	37025	11/12/21
28030	11/03/21	ROUTE 15 AUTOMOTIVE SERVI LOF/VSI/M/B 4 TIRES/DISPO 131177	110-5-20-10-430.000 R&M Vehicles & Equipment	214.95	37025	11/12/21
28030	11/03/21	ROUTE 15 AUTOMOTIVE SERVI LOF 131178	110-5-20-10-430.000 R&M Vehicles & Equipment	34.95	37025	11/12/21
28030	11/08/21	ROUTE 15 AUTOMOTIVE SERVI VSI/M/B 4 TIRES 131180	110-5-20-10-430.000 R&M Vehicles & Equipment	140.00	37025	11/12/21
28030	11/08/21	ROUTE 15 AUTOMOTIVE SERVI LOF/VSI/M/B 4 TIRES 131181	110-5-20-10-430.000 R&M Vehicles & Equipment	244.95	37025	11/12/21
05280	11/04/21	S & D LANDSCAPES LLC November plowing contract 210851	110-5-40-12-422.000 Snow Removal	6584.74	37026	11/12/21
22790	11/08/21	SEVCIK GARY Refund of Tax Credi 103401700022	110-2-00-00-200.002 Overpayments Payable	1715.02	37030	11/12/21
19720	11/01/21	VERIZON CONNECT NWF, INC. AVL OCT SERVICE 2594437	110-5-40-12-530.000 Communications	291.42	37035	11/12/21
19720	11/01/21	VERIZON CONNECT NWF, INC. AVL OCT SERVICE 2594437	110-5-30-12-530.000 Communications	32.38	37035	11/12/21
28470	10/29/21	VMERS DB 110800 Payroll Transfer PR-10/29/21	110-2-00-00-210.004 Retirement Payable	5589.79	37038	11/12/21
22005	10/29/21	VT CRIMINAL JUSTICE TRAIN CANINE PATROL SCHOOL 211012261	110-5-20-10-500.000 Training, Conf, Dues	1494.00	37040	11/12/21
29825	10/22/21	VT GAS SYSTEMS SH Garage Gas October 2202232 1021	110-5-41-16-621.000 Natural Gas/Heating	36.79	37041	11/12/21
29825	10/22/21	VT GAS SYSTEMS SH Pool Gas October 2536530 1021	110-5-41-13-621.000 Natural Gas/Heating	96.77	37042	11/12/21
41920	10/31/21	VT HERITAGE DISTRIBUTORS Bottled water svc 81 Main 901793 1021	110-5-13-10-610.000 General Supplies	10.45	37043	11/12/21
41920	10/31/21	VT HERITAGE DISTRIBUTORS Bottled water svc PWO Oct 902441 1021	110-5-40-12-570.000 Other Purchased Services	54.00	37043	11/12/21
27030	11/12/21	VT OFFICE OF CHILD SUPPOR Payroll Transfer PR-11/12/21	110-2-00-00-210.005 Misc Deductions Payable	311.54	37044	11/12/21
07565	11/03/21	W B MASON CO INC Oct office supplies C1305527 10A	110-5-20-10-610.000 General Supplies	235.86	37045	11/12/21
07565	11/03/21	W B MASON CO INC Oct office supplies C1305527 10A	110-5-41-15-610.000 General Supplies	57.96	37045	11/12/21
07565	11/03/21	W B MASON CO INC Oct office supplies C1305527 10A	110-5-41-10-610.000 General Supplies	115.62	37045	11/12/21
07565	11/03/21	W B MASON CO INC Oct office supplies C1305527 10A	110-5-12-10-610.000 General Supplies	104.63	37045	11/12/21
07565	11/03/21	W B MASON CO INC Oct office supplies C1305527 10A	110-5-41-14-610.000 General Supplies	64.30	37045	11/12/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
07565	11/03/21	W B MASON CO INC Oct office supplies C1305527 10A	110-5-35-10-610.000 General Supplies	82.80	37045	11/12/21
07565	11/03/21	W B MASON CO INC Oct office supplies C1305527 10A	110-5-16-10-610.000 General Supplies	225.16	37045	11/12/21
28395	10/30/21	WOOLIEVER SAMUEL C Vectorizing logos for Tow ESSEX01	110-5-11-10-330.000 Professional Services	75.00	37046	11/12/21
V1161	11/12/21	ICMA RETIREMENT TRUST-401 Payroll Transfer PR-11/12/21	110-2-00-00-210.004 Retirement Payable	6663.90	11030468	11/12/21
V1160	11/12/21	ICMA RETIREMENT TRUST-457 Payroll Transfer PR-11/12/21	110-2-00-00-210.004 Retirement Payable	1388.46	11030469	11/12/21
17425	11/12/21	ICMA ROTH PLAN 706287 Payroll Transfer PR-11/12/21	110-2-00-00-210.004 Retirement Payable	25.00	11030471	11/12/21
14545	11/12/21	ICMA-RC (PLAN 705508) Payroll Transfer PR-11/12/21	110-2-00-00-210.005 Misc Deductions Payable	489.40	11100287	11/12/21
23055	11/12/21	ICMA - 401 (PLAN 10904 Payroll Transfer PR-11/12/21	110-2-00-00-210.004 Retirement Payable	668.53	11100288	11/12/21
09005	11/12/21	ICMA - 457 (PLAN 302056) Payroll Transfer PR-11/12/21	110-2-00-00-210.005 Misc Deductions Payable	4091.21	11100289	11/12/21
21385	11/12/21	HEALTH EQUITY Payroll Transfer PR-11/12/21	110-2-00-00-210.009 HSA Payable HE	159.50	21111201	11/12/21
05390	11/12/21	FAMILY SUPPORT REGISTRY Payroll Transfer PR-11/12/21	110-2-00-00-210.010 Judgements Payable	69.23	21111202	11/12/21
26030	11/01/21	THOMSON REUTERS - WEST OCT CLEAR LE INVEST 845263939	121-5-00-00-750.000 Machinery & Equipment	194.78	37032	11/12/21
19720	11/01/21	VERIZON CONNECT NWF, INC. AVL OCT SERVICE 2594437	121-5-00-00-750.000 Machinery & Equipment	259.04	37035	11/12/21
24825	10/26/21	FIRST NATIONAL BANK OMAHA OCT CREDIT CARD 102621D	122-5-22-10-610.000 General Supplies	48.76	36967	11/12/21
24825	10/26/21	FIRST NATIONAL BANK OMAHA OCT CREDIT CARD 102621D	122-5-22-10-750.000 Machinery & Equipment	203.88	36967	11/12/21
28835	11/06/21	PEASE GRACE CJC MILEAGE REIMB 110621D	122-5-22-10-580.000 Travel	34.72	37014	11/12/21
07565	11/03/21	W B MASON CO INC Oct office supplies C1305527 10A	122-5-22-10-610.000 General Supplies	71.36	37045	11/12/21
V10658	05/06/21	HORSFORD GARDEN CENTER Arbor Day Trees 102438	130-5-16-10-740.001 Conservation	477.30	36985	11/12/21
17250	11/07/21	TOYOTA FINANCIAL SERVICES Rav 4 Lease Pmt 31 WS401 1121	130-5-95-00-970.907 Lease Prin - Assr Vehicle	234.08	37033	11/12/21
17250	11/07/21	TOYOTA FINANCIAL SERVICES Rav 4 Lease Pmt 31 WS401 1121	130-5-95-00-975.907 Lease Int - Assr Vehicle	50.62	37033	11/12/21
37985	10/23/21	A T & T MOBILITY CELL PHONE Svc EPD 8781498 1021	151-5-51-10-530.000 Communications	137.50	36917	11/12/21
42625	11/01/21	ALDRICH & ELLIOTT PC Town Center Waterline 80199	151-5-51-70-723.002 Town Center Water Line	86.86	36922	11/12/21
42625	11/01/21	ALDRICH & ELLIOTT PC consulting work - (sewer) 80225	151-5-51-30-330.000 Professional Services	347.44	36922	11/12/21
07465	11/02/21	BIBENS ACE HARDWARE INC parts for w/s air compres 42850	151-5-51-10-430.001 R&M Vehicles - Supplies	9.78	36929	11/12/21
07465	11/04/21	BIBENS ACE HARDWARE INC Keys for w/s bldgs 42863	151-5-51-10-431.000 R&M Buildings & Grounds	8.17	36929	11/12/21

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04940	11/01/21	COMCAST Internet hgwy complex 11/0167074 1121	151-5-51-10-530.000 Communications	81.69	36946	11/12/21
19330	10/30/21	CONSOLIDATED COMMUNICATIO 9/30-10/29/21 Potts lines 103021D	151-5-51-30-530.000 Communications	57.24	36949	11/12/21
07010	10/28/21	GREEN MOUNTAIN POWER CORP 9/27-10/27/21 Power vario 102821D	151-5-51-30-622.000 Electricity	985.29	36981	11/12/21
03070	11/10/21	MINUTEMAN PRESS Postage Nov bills 111021D	151-5-51-10-540.000 Advertising	1544.02	37006	11/12/21
37985	10/23/21	A T & T MOBILITY CELL PHONE Svc EPD 8781498 1021	159-5-30-15-530.000 Communications	35.05	36917	11/12/21
28885	11/03/21	ADAMS ELIZABETH Luncheon Refund 126656	159-4-30-20-020.300 Program Registration Fees	39.00	36919	11/12/21
07465	10/29/21	BIBENS ACE HARDWARE INC Pumpkin Event Supplies 428165	159-5-30-20-610.000 General Supplies	86.97	36929	11/12/21
28880	11/03/21	EMMONS JANET Luncheon Refund 126657	159-4-30-20-020.300 Program Registration Fees	117.00	36960	11/12/21
23215	11/01/21	ESSEX EQUIPMENT INC Halloween Event Set Up 108056350001	159-5-30-20-610.000 General Supplies	212.80	36963	11/12/21
23215	11/01/21	ESSEX EQUIPMENT INC Halloween Event Light Tow 108062080002	159-5-30-20-610.000 General Supplies	264.87	36963	11/12/21
14365	11/03/21	JURNAK STEVE Luncheon Refund 126658	159-4-30-20-020.300 Program Registration Fees	13.00	36992	11/12/21
28800	11/09/21	KANE ROBERT ESP MTB OCT 100721D	159-5-30-15-835.000 Program Instructor Fees	500.00	36993	11/12/21
28895	11/03/21	KINDERMUSIK WITH RACHEL L Kindermusik Program 110321D	159-5-30-14-835.000 Program Instructor Fees	880.00	36994	11/12/21
25625	11/02/21	LOWE'S - 1080 EJRP Lowes October 4191080 1121	159-5-30-20-610.000 General Supplies	223.36	36996	11/12/21
28875	11/03/21	MARCOUX SHERYL Luncheon Refund 126659	159-4-30-20-020.300 Program Registration Fees	13.00	37000	11/12/21
24620	11/01/21	MILTON RENTAL AND SALES Halloween Event Propane T 1619723	159-5-30-20-610.000 General Supplies	83.50	37005	11/12/21
24855	11/10/21	PETTY CASH - CAITLIN FAY EJRP Petty Cash Reimburse 111021D	159-5-30-20-610.000 General Supplies	45.78	37016	11/12/21
28865	11/03/21	PLANT SANDRA Luncheon Refund 126661	159-4-30-20-020.300 Program Registration Fees	52.00	37018	11/12/21
25605	11/02/21	SAWMILL STUDIO ESP Woodworking October 113021D	159-5-30-15-835.000 Program Instructor Fees	720.00	37028	11/12/21
42965	10/26/21	TREE FARM MANAGEMENT GROU Fall Soccer Field Use 102621D	159-5-30-14-835.000 Program Instructor Fees	4580.00	37034	11/12/21
23395	10/26/21	VILLAGE HARDWARE - WILLIS Halloween Event Supplies 513984	159-5-30-20-610.000 General Supplies	109.90	37037	11/12/21
05290	11/04/21	ADVANCE AUTO PARTS Supplies 455213084737	210-5-30-12-610.000 General Supplies	44.12	36920	11/12/21
05290	11/05/21	ADVANCE AUTO PARTS battery 552130925108	210-5-40-12-610.000 General Supplies	19.30	36920	11/12/21
05290	11/08/21	ADVANCE AUTO PARTS FLUID FILM 11.75 OZ FLDF 552131253691	210-5-40-12-610.000 General Supplies	20.04	36920	11/12/21
19815	11/09/21	AMAZON CAPITAL SERVICES Batteries 1NTT4FWXQ79Q	210-5-30-12-610.000 General Supplies	60.99	36924	11/12/21

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
25055	11/04/21	AQUARIUS LANDSCAPE SPRINK	5569759	210-5-40-12-571.000 Streetscape Maintenance	92.00	36926	11/12/21
25055	11/04/21	AQUARIUS LANDSCAPE SPRINK	5569760	210-5-41-20-431.000 R&M Buildings & Grounds	152.00	36926	11/12/21
28860	11/09/21	BARNYARD WOOD CRAFTED PIZ	110921D	210-5-17-10-831.000 Special or New Programs	1030.00	36927	11/12/21
26740	10/14/21	BLACK FLANNEL BREWING CO	BF0932	210-5-10-10-845.000 Employee/Volunteer Recogn	750.00	36931	11/12/21
17185	10/25/21	BOXWOOD TECHNOLOGY INCORP	3778113	210-5-30-10-500.000 Training, Conf, Dues	443.00	36933	11/12/21
00530	10/15/21	BRODART CO	B6300385	210-5-35-10-640.201 Adult Collection	76.94	36934	11/12/21
00530	10/26/21	BRODART CO	B6305555	210-5-35-10-640.202 Juvenile Collection	24.26	36934	11/12/21
00530	10/26/21	BRODART CO	B6305555	210-5-35-10-610.000 General Supplies	1.60	36934	11/12/21
00530	10/26/21	BRODART CO	B6305557	210-5-35-10-640.202 Juvenile Collection	67.93	36934	11/12/21
00530	10/26/21	BRODART CO	B6305557	210-5-35-10-610.000 General Supplies	4.00	36934	11/12/21
00530	10/26/21	BRODART CO	B6305654	210-5-90-00-991.000 Library Donation Expense	74.50	36934	11/12/21
00530	10/26/21	BRODART CO	B6305654	210-5-35-10-610.000 General Supplies	4.00	36934	11/12/21
00530	10/26/21	BRODART CO	B6305770	210-5-35-10-640.201 Adult Collection	323.83	36934	11/12/21
00530	10/26/21	BRODART CO	B6305770	210-5-35-10-610.000 General Supplies	16.00	36934	11/12/21
00530	10/27/21	BRODART CO	B6306555	210-5-35-10-640.201 Adult Collection	1297.60	36934	11/12/21
00530	10/27/21	BRODART CO	B6306555	210-5-35-10-610.000 General Supplies	71.20	36934	11/12/21
00530	10/28/21	BRODART CO	B6307136	210-5-35-10-640.202 Juvenile Collection	32.14	36934	11/12/21
00530	10/28/21	BRODART CO	B6307136	210-5-35-10-610.000 General Supplies	1.60	36934	11/12/21
00530	10/28/21	BRODART CO	B6307144	210-5-90-00-991.000 Library Donation Expense	38.32	36934	11/12/21
00530	10/28/21	BRODART CO	B6307300	210-5-35-10-640.202 Juvenile Collection	11.99	36934	11/12/21
00530	10/28/21	BRODART CO	B6307300	210-5-35-10-610.000 General Supplies	0.80	36934	11/12/21
00530	10/28/21	BRODART CO	B6307301	210-5-35-10-640.202 Juvenile Collection	19.49	36934	11/12/21
00530	10/28/21	BRODART CO	B6307301	210-5-35-10-610.000 General Supplies	0.80	36934	11/12/21
16030	07/27/21	BROWN ELECTRIC	35932	210-5-40-12-431.000 R&M Buildings & Grounds	188.99	36935	11/12/21
02035	09/01/21	BURLINGTON FREE PRESS #10	0004140358	210-5-10-10-550.000 Printing and Binding	399.00	36936	11/12/21

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21210	09/02/21	shop towels, etc. 4094725105	210-5-40-12-610.000 General Supplies	80.17	36941	11/12/21
21210	11/01/21	WATERBREAK COOLER LEASE 9152195358	210-5-40-12-610.000 General Supplies	50.00	36941	11/12/21
39475	11/08/21	Bulbs: Brownell 24803	210-5-40-12-571.000 Streetscape Maintenance	17.49	36942	11/12/21
17895	11/01/21	MSP Cleaning October 10196	210-5-41-26-400.000 Contracted Services	5878.00	36943	11/12/21
25120	11/04/21	Town ClickTime October 358558	210-5-13-10-570.000 Other Purchased Services	80.00	36944	11/12/21
04940	10/23/21	MSP Internet November 0176315 102A	210-5-41-26-530.000 Communications	354.60	36947	11/12/21
04940	10/23/21	Park St Internet 10/30-11 0210908 102A	210-5-41-23-530.000 Communications	215.27	36948	11/12/21
38280	11/09/21	water 2 Lincoln 17722277 112	210-5-41-20-610.000 General Supplies	32.92	36952	11/12/21
31275	11/02/21	Replace light base (pearl 10491	210-5-40-12-610.200 Streetlight Supplies	1590.00	36955	11/12/21
31275	11/03/21	grove and main st storm d 10492	210-5-40-12-575.000 Storm Sewer Maintenance	4126.50	36955	11/12/21
31275	11/03/21	Villa Drive storm drain i 10493	210-5-40-12-575.000 Storm Sewer Maintenance	4972.00	36955	11/12/21
V10576	11/01/21	Web hosting Nov 3008	210-5-10-10-530.000 Communications	129.00	36959	11/12/21
23215	11/08/21	BLOWER, STIHL 108071270001	210-5-40-12-610.000 General Supplies	560.18	36963	11/12/21
21845	10/26/21	Statement closing 10/26 9572 1021	210-5-17-10-831.000 Special or New Programs	358.57	36965	11/12/21
21845	10/26/21	Statement closing 10/26 9572 1021	210-5-40-12-540.000 Advertising	50.00	36965	11/12/21
21845	10/26/21	Statement closing 10/26 9572 1021	210-5-10-10-340.000 Technical Services	330.63	36965	11/12/21
21845	10/26/21	Statement closing 10/26 9572 1021	210-5-10-10-845.000 Employee/Volunteer Recogn	51.74	36965	11/12/21
21835	09/25/21	Annual Subscription - Mic 09252021	210-5-25-10-431.000 R&M Buildings & Grounds	105.99	36969	11/12/21
19005	11/01/21	11-1 Statement Telephone 10199650	210-5-41-26-530.000 Communications	469.88	36971	11/12/21
19005	11/01/21	Communications Brownell: 10199690	210-5-41-21-530.000 Communications	278.71	36972	11/12/21
19005	11/01/21	communications 10199731	210-5-41-26-530.000 Communications	84.37	36973	11/12/21
16000	11/08/21	Engine Oil Filter truck # 293354682	210-5-40-12-430.000 R&M Vehicles & Equipment	45.37	36974	11/12/21
16000	11/08/21	Fuel Filter 293354788	210-5-40-12-430.000 R&M Vehicles & Equipment	168.75	36974	11/12/21
33495	10/24/21	Adult Collection 55482145	210-5-35-10-640.201 Adult Collection	132.99	36988	11/12/21
37715	11/04/21	Troubleshooting phones 40452	210-5-41-21-431.000 R&M Buildings & Grounds	142.50	36989	11/12/21

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25625	11/02/21	LOWE'S - 1080 EJRP Lowes October 4191080 1121	210-5-30-12-610.000 General Supplies	428.10	36996	11/12/21
V10130	10/19/21	LOWE'S BUSINESS ACCOUNT Security box at 2 Lincoln 02678	210-5-41-20-431.000 R&M Buildings & Grounds	23.01	36997	11/12/21
V10130	10/26/21	LOWE'S BUSINESS ACCOUNT miscellaneous supplies 02744	210-5-40-12-610.000 General Supplies	51.28	36997	11/12/21
V10130	10/20/21	LOWE'S BUSINESS ACCOUNT TOP CHOICE KU FIR 02966	210-5-40-12-610.000 General Supplies	21.45	36997	11/12/21
V10130	10/26/21	LOWE'S BUSINESS ACCOUNT 50 -FT IDS 12797	210-5-25-10-610.000 General Supplies	59.79	36997	11/12/21
V10130	10/07/21	LOWE'S BUSINESS ACCOUNT 955429 OE LED 900 23187	210-5-40-12-610.000 General Supplies	28.49	36997	11/12/21
28820	11/03/21	MAGIC MANN LLC Out About Vouchers 110321D	210-5-17-10-831.000 Special or New Programs	40.00	36999	11/12/21
26920	11/04/21	MAYVILLE DARBY 11/4 Minutes Village Budg 22	210-5-10-10-530.000 Communications	168.00	37002	11/12/21
44745	10/20/21	NORTHEASTERN SECURITY Security service call 986561	210-5-41-21-431.000 R&M Buildings & Grounds	125.00	37010	11/12/21
24410	09/30/21	PRIORITY EXPRESS INC Courier September: 6 stop 80272140	210-5-35-10-560.000 Postage	129.68	37020	11/12/21
24410	10/31/21	PRIORITY EXPRESS INC Courier October 9 stops: 80272145	210-5-90-00-890.000 Federal Grant Expenditure	191.16	37020	11/12/21
37430	11/08/21	R R CHARLEBOIS INC IE08120 truck #5 IE08120	210-5-40-12-430.000 R&M Vehicles & Equipment	421.18	37021	11/12/21
37430	11/08/21	R R CHARLEBOIS INC IE08128 trucks #34 and 6 IE08128	210-5-40-12-430.000 R&M Vehicles & Equipment	359.26	37021	11/12/21
37965	09/21/21	S D IRELAND CONCRETE 24 South Hill Dr. sidewal 92179	210-5-40-12-451.000 Summer Construction Servi	619.00	37027	11/12/21
28815	11/03/21	THE FOOD BAR Out About Vouchers 110321D	210-5-17-10-831.000 Special or New Programs	145.00	37031	11/12/21
19720	11/01/21	VERIZON CONNECT NWF, INC. AVL OCT SERVICE 2594437	210-5-40-12-442.000 Rental Vehicles/Equip	129.52	37035	11/12/21
23395	10/27/11	VILLAGE HARDWARE - WILLIS straw 513989	210-5-40-12-451.000 Summer Construction Servi	37.02	37037	11/12/21
28395	10/30/21	WOOLIEVER SAMUEL C Vectorizing logos for Tow ESSEX01	210-5-10-10-530.000 Communications	75.00	37046	11/12/21
25715	10/21/21	DONALD L. HAMLIN CONSULT Pocket Park design prelim 19801 102121	220-5-00-00-720.002 1 Main; Road Res-Q	568.72	36956	11/12/21
V9632	11/01/21	HOYLE, TANNER & ASSOC, IN Brickyard Culvert design 0065792	230-5-40-13-895.830 BC2058 Brickyard Culvert	3551.32	36987	11/12/21
V9632	11/09/21	HOYLE, TANNER & ASSOC, IN Densmore FEMA Final Bill 0065863	230-5-40-13-890.801 Densmore Dr FEMA	4304.00	36987	11/12/21
21840	10/20/21	FIRST NATIONAL BANK OMAHA Data Log (NGO) for water 1021D	254-5-54-20-614.000 Meters and Parts	10.59	36968	11/12/21
21840	11/04/21	FIRST NATIONAL BANK OMAHA Data Log for water phone 441822921816	254-5-54-20-735.000 Tech: Equip/Hardware	10.59	36968	11/12/21
05290	11/04/21	ADVANCE AUTO PARTS oil filter refund 552130847384	255-5-55-30-570.000 Other Purchased Services	-2.10	36920	11/12/21
V10734	10/19/21	ENCORE ESSEX JUNCTION SOL Monthly Payment (9/20/21- 2110WWTP	255-5-55-30-622.000 Electricity	2969.11	36961	11/12/21

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06870	11/05/21	Oct 28 TKN 391474	255-5-55-30-340.000 Technical Services	35.00	36962	11/12/21
06870	11/05/21	Effluent Metals 391523	255-5-55-30-340.000 Technical Services	50.00	36962	11/12/21
19005	11/01/21	October 2021 10199649	255-5-55-30-530.000 Communications	552.57	36970	11/12/21
V0838	11/08/21	Seals Main Heat loop circ SI057307	255-5-55-30-570.000 Other Purchased Services	356.00	36975	11/12/21
24785	11/08/21	REPL BATTERY H2S detecto 9113843818	255-5-55-30-570.000 Other Purchased Services	51.76	36980	11/12/21
V10347	11/03/21	November SERVICE 4241336	255-5-55-30-570.000 Other Purchased Services	74.00	36991	11/12/21
34995	10/13/21	Sampler and 2G parts 66605052	255-5-55-30-570.000 Other Purchased Services	235.89	37003	11/12/21
34995	11/04/21	Aeration Light Repairs 67850141	255-5-55-30-570.000 Other Purchased Services	153.48	37003	11/12/21
V1661	10/29/21	Lab Glassware and Supplie 462013	255-5-55-30-618.000 Laboratory Supplies	2089.19	37009	11/12/21
12775	10/31/21	Gauthier Drive pump stati 9375	255-5-55-70-722.011 Pump Station Odor Control	1366.41	37019	11/12/21
07465	11/05/21	Pump Station heater 42878	256-5-56-40-431.000 R&M Buildings & Grounds	119.98	36929	11/12/21
26290	11/03/21	Susie Wilson Transducer r 2479	256-5-56-40-434.001 Susie Wilson PS Costs	815.76	36939	11/12/21
14400	11/03/21	Senior Center Cleaning Oc 6544	258-5-33-13-330.000 Professional Services	250.00	36918	11/12/21
01930	11/04/21	Senior Center Food 432823	258-5-33-13-830.000 Regular Programs	55.00	36938	11/12/21
21570	11/03/21	Sr Center Petty Cash Reim 110321D	258-5-33-13-830.000 Regular Programs	69.92	37017	11/12/21
07565	11/03/21	Oct office supplies C1305527 10A	258-5-33-13-830.000 Regular Programs	139.05	37045	11/12/21
37985	10/23/21	CELL PHONE Svc EPD 8781498 1021	259-5-30-14-330.000 Professional Services	43.24	36917	11/12/21
19815	11/01/21	RK Bus Supplies 11F4LN79QFTL	259-5-30-15-610.000 General Supplies	23.34	36924	11/12/21
19815	10/31/21	RK Summit Supplies 19PJFGJFF6W4	259-5-30-15-610.000 General Supplies	14.80	36924	11/12/21
19815	10/31/21	RK Summit Supplies 1CDVCYDJFMGV	259-5-30-15-610.000 General Supplies	22.98	36924	11/12/21
19815	10/30/21	RK MSP Supplies 1CDVCYDJFMVW	259-5-30-15-610.000 General Supplies	148.36	36924	11/12/21
19815	11/07/21	RK FMS Supplies 1F9GTDTF6F6N6	259-5-30-15-610.000 General Supplies	87.71	36924	11/12/21
19815	11/02/21	RK Hiawatha Supplies 1LJKTDV7X1VP	259-5-30-15-610.000 General Supplies	18.33	36924	11/12/21
19815	11/02/21	RK Bus Supplies 1LQRFHWD4QFL	259-5-30-15-610.000 General Supplies	45.98	36924	11/12/21
19815	11/02/21	RK Summit Supplies 1LQRFHWDDLH6	259-5-30-15-610.000 General Supplies	29.94	36924	11/12/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
19815	AMAZON CAPITAL SERVICES	11/08/21 RK Fleming Supplies 1M4YQ1LH4QTT	259-5-30-15-610.000 General Supplies	139.33	36924	11/12/21
19815	AMAZON CAPITAL SERVICES	10/26/21 RK Hiawatha Supplies 1NPR191GNWMD	259-5-30-15-610.000 General Supplies	92.35	36924	11/12/21
19815	AMAZON CAPITAL SERVICES	10/29/21 RK Summit Supplies 1NQDJNM7DRP1	259-5-30-15-610.000 General Supplies	51.91	36924	11/12/21
19815	AMAZON CAPITAL SERVICES	10/28/21 RK Summit Supplies 1TDJ3L6QG4R9	259-5-30-15-610.000 General Supplies	13.99	36924	11/12/21
19815	AMAZON CAPITAL SERVICES	10/31/21 RK Summit Supplies 1XWRGJMNCWTK	259-5-30-15-610.000 General Supplies	34.95	36924	11/12/21
19815	AMAZON CAPITAL SERVICES	11/05/21 RK Summit Supplies 1Y6PJGJV61RD	259-5-30-15-610.000 General Supplies	26.23	36924	11/12/21
28530	DAVIS WAYNE R	11/01/21 Pickleball Clinics 110121D	259-5-30-14-330.000 Professional Services	60.00	36953	11/12/21
11030	GUARINOS SWIMMING POOL SV	10/28/21 MSP Pool Closing 0457734IN	259-5-30-11-431.000 R&M Buildings & Grounds	3379.44	36983	11/12/21
24855	PETTY CASH - CAITLIN FAY	11/10/21 EJRP Petty Cash Reimburse 111021D	259-5-30-10-500.000 Training, Conf, Dues	140.61	37016	11/12/21
24855	PETTY CASH - CAITLIN FAY	11/10/21 EJRP Petty Cash Reimburse 111021D	259-5-30-15-610.000 General Supplies	79.99	37016	11/12/21
24855	PETTY CASH - CAITLIN FAY	11/10/21 EJRP Petty Cash Reimburse 111021D	259-5-30-15-610.000 General Supplies	17.96	37016	11/12/21
24830	REINHART FOODSERVICE	11/01/21 RK Summit Snack 563764	259-5-30-15-610.000 General Supplies	166.04	37022	11/12/21
24830	REINHART FOODSERVICE	10/28/21 RK EES Snack 563858	259-5-30-15-610.000 General Supplies	100.85	37022	11/12/21
24830	REINHART FOODSERVICE	11/02/21 RK MSP Snack 565033	259-5-30-15-610.000 General Supplies	40.17	37022	11/12/21
24830	REINHART FOODSERVICE	11/01/21 RK FMS Snack 565198	259-5-30-15-610.000 General Supplies	114.60	37022	11/12/21
24830	REINHART FOODSERVICE	11/01/21 RK Hiawatha Snack 565256	259-5-30-15-610.000 General Supplies	87.29	37022	11/12/21
24830	REINHART FOODSERVICE	11/02/21 RK Fleming Snack 565572	259-5-30-15-610.000 General Supplies	182.74	37022	11/12/21
24830	REINHART FOODSERVICE	11/02/21 RK Summit Snack 565955	259-5-30-15-610.000 General Supplies	76.97	37022	11/12/21
24830	REINHART FOODSERVICE	11/02/21 RK Fleming Snack 566112	259-5-30-15-610.000 General Supplies	60.00	37022	11/12/21
24830	REINHART FOODSERVICE	11/04/21 RK MSP Snack 566505	259-5-30-15-610.000 General Supplies	92.43	37022	11/12/21
24830	REINHART FOODSERVICE	11/03/21 RK EES Snack 566528	259-5-30-15-610.000 General Supplies	148.59	37022	11/12/21
24830	REINHART FOODSERVICE	11/08/21 RK Summit Snack 567826	259-5-30-15-610.000 General Supplies	179.29	37022	11/12/21
24830	REINHART FOODSERVICE	11/09/21 RK Westford Snack 568201	259-5-30-15-610.000 General Supplies	112.29	37022	11/12/21
24830	REINHART FOODSERVICE	11/08/21 RK FMS Snack 568299	259-5-30-15-610.000 General Supplies	175.42	37022	11/12/21
24830	REINHART FOODSERVICE	11/08/21 RK EES Snack 568496	259-5-30-15-610.000 General Supplies	125.69	37022	11/12/21

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
24830	REINHART FOODSERVICE	11/08/21	RK Fleming Snack 568708	259-5-30-15-610.000 General Supplies	118.29	37022	11/12/21
24830	REINHART FOODSERVICE	11/08/21	RK Hiawatha Snack 568916	259-5-30-15-610.000 General Supplies	133.43	37022	11/12/21
22840	RIES DANIEL	11/06/21	Door Handle Replacement I211106463	259-5-30-12-330.000 Professional Services	150.00	37024	11/12/21
10435	SCREENMYLOGO.COM	10/26/21	Over 30 Hoops Shirts 18965	259-5-30-14-610.000 General Supplies	112.50	37029	11/12/21
10435	SCREENMYLOGO.COM	10/26/21	Halloween Hustle T Shirts 18966	259-5-30-14-610.000 General Supplies	351.00	37029	11/12/21
25315	VESPA'S PIZZA PASTA & DEL	08/13/21	Staff Meeting Food 081321D	259-5-30-15-610.000 General Supplies	176.00	37036	11/12/21
25945	VT AFTERSCHOOL	11/05/21	EJRP RecKids Membership 5929	259-5-30-15-330.000 Professional Services	690.00	37039	11/12/21
Report Total					----- 162565.39 =====		

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Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
05290	ADVANCE AUTO PARTS	11/12/21	QUICK DISCONNECT 552131647532	210-5-40-12-610.000 General Supplies	24.63	37050	11/19/21
24455	ALLEGIANCE TRUCKS	10/30/21	Light X20103844301	210-5-25-10-430.000 R&M Vehicles & Equipment	102.95	37051	11/19/21
17120	BOYLE LAKSMI JOSHI	11/02/21	Election work 210211	210-5-10-10-820.000 Elections	36.00	37059	11/19/21
02035	BURLINGTON FREE PRESS	10/01/21	Notice of charter changes 0004203128	210-5-10-10-550.000 Printing and Binding	223.50	37060	11/19/21
02035	BURLINGTON FREE PRESS #10	10/01/21	Notice Ads 0004203119	210-5-10-10-550.000 Printing and Binding	1359.00	37061	11/19/21
06955	CLEMENS DIANE	11/02/21	Election work 210211	210-5-10-10-820.000 Elections	400.00	37068	11/19/21
25120	CLICKTIME.COM	11/04/21	EJRP Timesheets October 358255	210-5-30-10-330.000 Professional Services	588.00	37069	11/19/21
04940	COMCAST	10/27/21	Internet EJFD 11/4-12/3/2 0179210 1021	210-5-25-10-530.000 Communications	149.74	37071	11/19/21
V9941	COMMERCIAL CARD SVCS	11/02/21	HR subscription 11/2-12/1 \$83916G	210-5-10-10-340.000 Technical Services	335.66	37072	11/19/21
V9941	COMMERCIAL CARD SVCS	10/18/21	SUPPLIES AMAZON E + F	210-5-41-20-610.000 General Supplies	26.76	37072	11/19/21
V9941	COMMERCIAL CARD SVCS	10/07/21	Office and event supplies Amazon B	210-5-17-10-850.000 Community Events and Cele	75.44	37072	11/19/21
V9941	COMMERCIAL CARD SVCS	10/07/21	Office and event supplies Amazon B	210-5-16-10-610.000 General Supplies	4.87	37072	11/19/21
V9941	COMMERCIAL CARD SVCS	10/07/21	Office and event supplies Amazon B	210-5-10-10-610.000 General Supplies	9.90	37072	11/19/21
V9941	COMMERCIAL CARD SVCS	10/12/21	Supplies Amazon C	210-5-10-10-610.000 General Supplies	32.57	37072	11/19/21
V9941	COMMERCIAL CARD SVCS	10/24/21	AD FOR OUT ABOUT FACEBOOK D	210-5-17-10-831.000 Special or New Programs	5.00	37072	11/19/21
25715	DONALD L. HAMLIN CONSULT	10/21/21	41 Maple St 21802 102121	210-1-00-00-130.002 Exchange - Billable	988.00	37074	11/19/21
25715	DONALD L. HAMLIN CONSULT	11/11/21	period 10/01/2021 to 10/3 218101 11121	210-5-40-12-330.000 Professional Services	1298.76	37074	11/19/21
05550	ESO SOLUTIONS INC	09/06/21	Annual Maintenance ESO60485	210-1-00-00-120.000 Prepaid Expenses	1269.46	37076	11/19/21
05550	ESO SOLUTIONS INC	09/06/21	Annual Maintenance ESO60485	210-5-25-10-505.000 Tech. Subs, Licenses	3494.29	37076	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	210-5-30-10-330.000 Professional Services	119.40	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	210-5-30-10-530.000 Communications	46.99	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	210-5-17-10-831.000 Special or New Programs	608.00	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	210-5-30-10-330.000 Professional Services	15.89	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	210-5-30-10-610.000 General Supplies	581.94	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	210-5-30-10-610.000 General Supplies	-32.94	37081	11/19/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
21760	10/26/21	FIRST NATIONAL BANK OMAHA EPR Credit Card October 0492 1021	210-5-30-10-530.000 Communications	348.00	37081	11/19/21
19005	11/01/21	FIRSTLIGHT FIBER Telephone Service 10199733	210-5-41-22-530.000 Communications	129.49	37082	11/19/21
19005	11/01/21	FIRSTLIGHT FIBER MSP Internet November 10200210	210-5-41-26-530.000 Communications	360.00	37083	11/19/21
16000	11/08/21	FISHER AUTO PARTS Air Filter 293354790	210-5-40-12-430.000 R&M Vehicles & Equipment	381.60	37084	11/19/21
16000	11/09/21	FISHER AUTO PARTS Fuel Filter truck 7 293354864	210-5-40-12-430.000 R&M Vehicles & Equipment	123.38	37084	11/19/21
07010	11/08/21	GREEN MOUNTAIN POWER CORP Solar Accounts 10/07 to 1 110821D Sola	210-5-41-20-622.000 Electricity	232.01	37090	11/19/21
07010	11/08/21	GREEN MOUNTAIN POWER CORP Solar Accounts 10/07 to 1 110821D Sola	210-5-41-22-622.000 Electricity	232.01	37090	11/19/21
07010	11/08/21	GREEN MOUNTAIN POWER CORP Solar Accounts 10/07 to 1 110821D Sola	210-5-40-12-622.000 Electricity	32.89	37090	11/19/21
07010	11/08/21	GREEN MOUNTAIN POWER CORP Solar Accounts 10/07 to 1 110821D Sola	210-5-41-21-622.000 Electricity	607.49	37090	11/19/21
07010	11/08/21	GREEN MOUNTAIN POWER CORP Solar Accounts 10/07 to 1 110821D Sola	210-5-40-12-622.000 Electricity	364.43	37090	11/19/21
07010	11/08/21	GREEN MOUNTAIN POWER CORP Solar Accounts 10/07 to 1 110821D Sola	210-5-41-23-622.000 Electricity	45.62	37090	11/19/21
24250	10/28/21	IMPACT FIRE ANNUAL FIRE EXTINGUISHER 10823512	210-5-25-10-431.000 R&M Buildings & Grounds	93.00	37094	11/19/21
24250	10/29/21	IMPACT FIRE ANNUAL FIRE EXTINGUISHER 10831101	210-5-25-10-431.000 R&M Buildings & Grounds	209.75	37094	11/19/21
24250	10/29/21	IMPACT FIRE ANNUAL FIRE EXTINGUISHER 10832384	210-5-25-10-431.000 R&M Buildings & Grounds	397.50	37094	11/19/21
28135	11/01/21	JOURNYX, INC EJRP ClockView October 711	210-5-30-10-330.000 Professional Services	600.00	37099	11/19/21
V10462	11/15/21	MONAGHAN SAFAR DUCHAM PL Oct 21 Legal OCT21	210-5-10-10-320.000 Legal Services	1255.00	37105	11/19/21
V10462	11/15/21	MONAGHAN SAFAR DUCHAM PL Oct 21 Legal OCT21	210-5-10-10-320.000 Legal Services	30.00	37105	11/19/21
V10462	11/15/21	MONAGHAN SAFAR DUCHAM PL Oct 21 Legal OCT21	210-5-10-10-320.000 Legal Services	5940.00	37105	11/19/21
V10462	11/15/21	MONAGHAN SAFAR DUCHAM PL Oct 21 Legal OCT21	210-5-10-10-320.000 Legal Services	52.50	37105	11/19/21
V10462	11/15/21	MONAGHAN SAFAR DUCHAM PL Oct 21 Legal OCT21	210-5-16-10-320.000 Legal Services	52.50	37105	11/19/21
V10462	11/15/21	MONAGHAN SAFAR DUCHAM PL Oct 21 Legal OCT21	210-5-16-10-320.000 Legal Services	174.03	37105	11/19/21
V10462	11/15/21	MONAGHAN SAFAR DUCHAM PL Oct 21 Legal OCT21	210-5-16-10-320.000 Legal Services	282.50	37105	11/19/21
05485	11/09/21	NATIONAL BUSINESS LEASING Copier leases 11/15-12/14 74436882	210-5-35-10-442.000 Rental Vehicles/Equip	80.72	37106	11/19/21
05485	11/09/21	NATIONAL BUSINESS LEASING Copier leases 11/15-12/14 74436882	210-5-35-10-442.000 Rental Vehicles/Equip	80.74	37106	11/19/21
05485	11/09/21	NATIONAL BUSINESS LEASING Copier leases 11/15-12/14 74436882	210-5-40-12-442.000 Rental Vehicles/Equip	72.59	37106	11/19/21

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	210-5-10-10-442.000 Rental Vehicles/Equip	138.97	37106	11/19/21
25140	PIKE INDUSTRIES INC	11/12/21	Asphalt 1165268	210-5-40-12-605.000 Summer Construction Suppl	1980.30	37114	11/19/21
23465	PITNEY BOWES, INC.	11/17/21	12/20/2021-3/19/2022 3314675183	210-5-10-10-442.000 Rental Vehicles/Equip	209.97	37115	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Village Solar Oct 2021 235	210-5-41-26-622.000 Electricity	1620.75	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Village Solar Oct 2021 235	210-5-41-23-622.000 Electricity	214.89	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Village Solar Oct 2021 235	210-5-41-21-622.000 Electricity	418.29	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Village Solar Oct 2021 235	210-5-41-22-622.000 Electricity	263.11	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Village Solar Oct 2021 235	210-5-41-20-622.000 Electricity	263.11	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Village Solar Oct 2021 235	210-5-40-12-622.000 Electricity	518.94	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Village Solar Oct 2021 235	210-5-40-12-622.000 Electricity	146.33	37119	11/19/21
09105	SECURE SHRED	11/02/21	Shredding Service Novembe 377176	210-5-30-10-330.000 Professional Services	22.00	37120	11/19/21
12855	SHEARER CATHERINE F	11/02/21	ELECTION WORKER 210211	210-5-10-10-820.000 Elections	66.00	37122	11/19/21
23855	SOUTHWORTH-MILTON, INC.	11/15/21	filters for skid steer 2431949	210-5-40-12-610.000 General Supplies	273.61	37124	11/19/21
20865	TOWLE ANN	11/02/21	Election work 210211	210-5-10-10-820.000 Elections	24.00	37127	11/19/21
40445	VT EMS DISTRICT # 3	11/15/21	Annual Dues EJFD 11152021	210-5-25-10-500.000 Training, Conf, Dues	60.00	37130	11/19/21
07565	W B MASON CO INC	10/22/21	Office PS Supplies 224487653	210-5-30-10-610.000 General Supplies	42.34	37133	11/19/21
07565	W B MASON CO INC	10/25/21	Water Coolers 224528739	210-5-30-10-610.000 General Supplies	29.97	37133	11/19/21
07565	W B MASON CO INC	10/27/21	Water 224610007	210-5-30-10-610.000 General Supplies	95.94	37133	11/19/21
07565	W B MASON CO INC	11/04/21	MSP Cameras - Memory Card 224853344	210-5-30-12-610.000 General Supplies	179.90	37133	11/19/21
07565	W B MASON CO INC	10/27/21	Water Bottle Credit CM0327400	210-5-30-10-610.000 General Supplies	-6.00	37133	11/19/21
07565	W B MASON CO INC	10/27/21	Water Bottle Credit CM0327404	210-5-30-10-610.000 General Supplies	-18.00	37133	11/19/21
07565	W B MASON CO INC	10/27/21	Water Bottle Credit CM0327409	210-5-30-10-610.000 General Supplies	-6.00	37133	11/19/21
07565	W B MASON CO INC	10/27/21	Water Bottle Credit CM0327413	210-5-30-10-610.000 General Supplies	-6.00	37133	11/19/21
07565	W B MASON CO INC	10/27/21	Water Bottle Credit CM0327441	210-5-30-10-610.000 General Supplies	-36.00	37133	11/19/21
23000	WHITCOMB	11/02/21	SHUR-PAC 900235184	210-5-40-12-605.000 Summer Construction Suppl	465.71	37134	11/19/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
23000	11/10/21	SHUR-PAC 900235343	210-5-40-12-605.000 Summer Construction Suppl	747.04	37134	11/19/21
V9632	11/12/21	Densmore #2 final plans b 0065883	230-5-40-13-722.801 Densmore Dr non-FEMA	6292.75	37092	11/19/21
V9632	11/12/21	Brickyard Rd culvert desi 0065884	230-5-40-13-895.830 BC2058 Brickyard Culvert	7978.66	37092	11/19/21
V10462	11/15/21	Oct 21 Legal OCT21	230-5-16-10-890.824 Cres. Connector	220.00	37105	11/19/21
V10462	11/15/21	Oct 21 Legal OCT21	254-5-54-70-723.004 Main St Water Line	280.00	37105	11/19/21
07465	01/16/21	Silicone 2G roof leak 429645	255-5-55-30-570.000 Other Purchased Services	20.97	37057	11/19/21
11375	11/08/21	disposal of culverts 707738	255-5-55-30-421.000 Grit Disposal	56.80	37064	11/19/21
23455	11/16/21	Hazardous Waste and used 11002543	255-5-55-30-570.000 Other Purchased Services	187.78	37067	11/19/21
06870	11/10/21	Nov 2 TKN 391898	255-5-55-30-340.000 Technical Services	35.00	37075	11/19/21
38955	11/05/21	Digester Gas Valves 73714959	255-5-55-30-570.000 Other Purchased Services	320.26	37079	11/19/21
V9769	11/12/21	4247 gallons Ferrous chlo 9017733134	255-5-55-30-619.000 Chemicals	7856.30	37100	11/19/21
V10462	11/15/21	Oct 21 Legal OCT21	255-5-55-30-320.000 Legal Services	1487.50	37105	11/19/21
05485	11/09/21	Copier leases 11/15-12/14 74436882	255-5-55-30-442.000 Rental Vehicles/Equip	80.74	37106	11/19/21
12160	11/12/21	FY22 AR1004 loan pmt AR1004 1121	255-5-55-70-955.001 ARRA Loan-AR1-004 Admin	441.32	37112	11/19/21
12160	11/12/21	FY22 AR1004 loan pmt AR1004 1121	255-2-00-00-250.001 AR1-004	2015.20	37112	11/19/21
07565	11/09/21	Paper 224980001	255-5-55-30-610.000 General Supplies	38.49	37133	11/19/21
07010	11/08/21	Solar Accounts 10/07 to 1 110821D Sola	256-5-56-40-622.000 Electricity	88.70	37090	11/19/21
07010	11/08/21	Solar Accounts 10/07 to 1 110821D Sola	256-5-56-40-434.001 Susie Wilson PS Costs	191.93	37090	11/19/21
07010	11/08/21	Solar Accounts 10/07 to 1 110821D Sola	256-5-56-40-434.002 West Street PS Costs	63.69	37090	11/19/21
12160	11/12/21	FY22 AR1004 loan pmt AR1004 1121	256-5-56-70-955.001 ARRA Loan-AR1-004 Admin	2673.13	37112	11/19/21
12160	11/12/21	FY22 AR1004 loan pmt AR1004 1121	256-2-00-00-250.001 AR1-004	12206.40	37112	11/19/21
17505	11/11/21	Village Solar Oct 2021 235	256-5-56-40-622.000 Electricity	363.01	37119	11/19/21
17505	11/11/21	Village Solar Oct 2021 235	256-5-56-40-434.001 Susie Wilson PS Costs	245.35	37119	11/19/21
17505	11/11/21	Village Solar Oct 2021 235	256-5-56-40-622.000 Electricity	84.76	37119	11/19/21
21760	10/26/21	EPR Credit Card October 0492 1021	258-5-33-13-830.000 Regular Programs	73.82	37081	11/19/21

For Check Acct 01 (GENERAL FUND) All check #s 11/19/21 To 11/19/21 & Fund 2

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	258-5-33-13-442.000 Rental Vehicles/Equip	94.15	37106	11/19/21
37985	A T & T MOBILITY	10/23/21	ERJP Cell Phones 8727992 1021	259-5-30-15-530.000 Communications	265.05	37047	11/19/21
37985	A T & T MOBILITY	10/27/21	EJRP Cell Phones IBR Hot 87301811021	259-5-30-15-530.000 Communications	382.16	37048	11/19/21
42665	AMAZON/SYNCB	10/10/21	EJRP Amazon September Pur 0432266 1021	259-5-30-16-610.000 General Supplies	254.09	37053	11/19/21
42665	AMAZON/SYNCB	10/10/21	EJRP Amazon September Pur 0432266 1021	259-5-30-14-610.000 General Supplies	691.68	37053	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	259-5-30-14-610.000 General Supplies	1016.54	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	259-5-30-14-610.000 General Supplies	118.29	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	259-5-30-14-610.000 General Supplies	-470.02	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	259-5-30-14-330.000 Professional Services	155.00	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	259-5-30-14-610.000 General Supplies	-25.00	37081	11/19/21
14570	METROCK STATION / VERTI	11/10/21	ESP Enrichment Session 1 111021D	259-5-30-15-330.000 Professional Services	500.00	37103	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	259-5-30-10-442.000 Rental Vehicles/Equip	177.89	37106	11/19/21
20620	RASCO LAURA	11/09/21	Playgroup October 110921D	259-5-30-16-330.000 Professional Services	240.00	37116	11/19/21
07565	W B MASON CO INC	10/22/21	Office PS Supplies 224487653	259-5-30-16-610.000 General Supplies	12.99	37133	11/19/21
Report Total					78366.11		

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November 2, 2021

James Jutras
Village of Essex Junction
2 Lincoln St.
Essex Junction VT 05452

Dear Jim:

It is my privilege to notify you that you have been selected as recipient of the 2021 NEWEA:

Biosolids Management Achievement Award

The NEWEA Biosolids Management Award recognizes and honors individuals, groups, engineering firms, specific projects, municipalities, or a specific facility whether municipal or industrial for their outstanding contributions/accomplishments in the field of biosolids technology and management within the New England States, and demonstrating a sustained commitment to biosolids utilization.

You are cordially invited to the annual Awards Luncheon ceremony to accept your award. This ceremony will be held during the 2022 NEWEA Annual Conference at the Boston Marriott Copley Place Hotel, January 23-26, 2022. Your attendance affords you the public and professional recognition you deserve for outstanding achievement. The award will be presented to you at the Awards Luncheon Ceremony, which will be held on Wednesday, January 26 at 11:00 AM-1:00 PM. As our guest, you may pick up your complimentary luncheon ticket at the conference registration desk on the fourth floor.

In order to appropriately celebrate this important achievement, we need a photo for the official Awards Brochure (as seen here: <http://www.newea.org/wp-content/uploads/2020/06/2020-Awards-Brochure.pdf>) and our online recognition campaign. The photo needs to be a high-resolution, color digital photo. This can be a "formal" portrait close-up or a work-related setting that relates to the reason for the Award. Casual, distant, or group setting photos **should not** be submitted. Please e-mail an electronic copy or mail a high-quality print to the NEWEA office marked clearly for Awards Brochure as soon as possible, but no later than **November 30, 2021**.

Also, please note that we will be using the name listed at the top of this letter for engraving on any NEWEA-issued awards (not WEF issued) and for the Awards Brochure, as well as the address listed to send a formal letter.. So that there are no errors, please confirm that the address and spelling of your name are correct. If you have any changes to the spelling of your name, as it will appear on the award, please let us know immediately.

To assist us in setting guarantees, please email Heather at howard@newea.org to let us know whether you will attend the Awards Luncheon.

Congratulations on being selected for this significant honor.



Sincerely,

Mary Barry
Executive Director

cc: Virgil Lloyd, President
Jay Sheehan, Chair, Awards Committee

MEETING SCHEDULES

11/23/2021

TOWN SELECTBOARD MEETINGS	VILLAGE TRUSTEES MEETINGS	JOINT MEETINGS
		
Meeting Date/Time	Meeting/Location	Recording Secretary
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	