

**CITY OF ESSEX JUNCTION  
CITY COUNCIL  
REGULAR MEETING AGENDA**

Online & 145 Maple St.  
Essex Junction, VT 05452  
**Wednesday, November 13, 2024**  
**6:30 PM**

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

[www.essexjunction.org](http://www.essexjunction.org)

Phone: (802) 878-6944

This meeting will be in-person in the Community Room at the Essex Police Department located at 145 Maple Street and available remotely. Options to watch or join the meeting remotely:

- **WATCH:** the meeting will be live streamed on [Town Meeting TV](#)
- **JOIN ONLINE:** [Join Zoom Meeting](#)
- **JOIN CALLING:** (toll free audio only): (888) 788-0099 | Meeting ID: 944 6429 7825; Passcode: 635787

1. **CALL TO ORDER** [6:30 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **APPROVE AGENDA**
4. **PUBLIC TO BE HEARD**
  - a. Comments from Public
5. **PUBLIC HEARING**
  - a. Public Hearing on Ordinance 8 Regulations of Motor Vehicles
  - b. Public Hearing on Stormwater Management and Utility Ordinances
6. **BUSINESS ITEMS**
  - a. Discussion and Consideration of Amendments to Ordinance 8 Regulations of Motor Vehicles
  - b. Discussion and Consideration of Stormwater Related Ordinances – Amendments to Ordinance 19 (Stormwater Permit Transfer), New Ordinance 20 (Stormwater Management) and New Ordinance 21 (Stormwater Utility).
  - c. Department Head Brief to Council, Susan McNamara-Hill, City Clerk
  - d. \*Recreation Advisory Committee Interviews and Consideration of Appointments
  - e. Annual Winooski Valley Parks District Presentation and Discussion
  - f. Annual Town Meeting TV Presentation and Discussion
  - g. Discussion and Consideration of a Rental Registry Program
  - h. \*\*Discussion and Consideration of an Executive Session to discuss a Contract
7. **CONSENT ITEMS**
  - a. Approve Meeting Minutes: October 30, 2024
  - b. Approve Amendments to the Banner Policy Application and Increase the Fee
  - c. Execute the Step 1 Planning Loan for the Pump Station Improvements – River St., Maple St., West St.
  - d. Approve Development Fee Schedule Amendments
8. **COUNCIL MEMBER COMMENTS & CITY MANAGER REPORT**
9. **READING FILE**
  - a. Check Warrant #24059 11/01/24
  - b. Regional Boards and Committees Minutes Memo
  - c. October Financial Reports
  - d. Property Valuation and Review Letter from VT Department of Tax and Form RA-308
  - e. Reappraisal November 2024 Update and Timeline
  - f. Lead Service Line Inventory Notification Letters
  - g. Bike Walk Advisory Committee 10/22/24
  - h. Police Community Advisory Board Minutes 10/15/24

10. **EXECUTIVE SESSION**

- a. \*An Executive Session may be needed for the appointment of public officials
- b. \*\*An Executive Session may be needed to discuss a contract

11. **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. Regarding zoom participants, if individuals interrupt, they will be muted; and if they interrupt a second time they will be removed. This agenda is available in alternative formats upon request. Meetings of the City Council, like all programs and activities of the City of Essex Junction, are accessible to people with disabilities. For information on accessibility or this agenda, call the City Manager's office at 802-878-6944 TTY: 7-1-1 or (800) 253-0191.*

**CITY OF ESSEX JUNCTION, VT  
MUNICIPAL CODE  
CHAPTER 8  
AN ORDINANCE RELATING TO MOTOR VEHICLE REGULATIONS**

ALL ORDINANCES CONTROLLING ITEMS OF STREET PARKING, STOP SIGNS, TRAFFIC LIGHTS, SPEED LIMITS, AND ETC. HAVE BEEN COMBINED UNDER THIS CHAPTER.

**SECTION 801. PARKING:**

There shall be no parking of motor vehicles, of any kind, within the public right-of-way on either side of the following named public streets and described areas:

**Brickyard Road** - from Main Street in an easterly direction for a distance of 225 feet to Sugartree Lane and from the east entrance of East Creek Condominiums to the east entrance of #60 Brickyard Road.

**Crestview Road** - from Main Street in a westerly direction for a distance of 100 feet.

**Mill Street** - its entire length.

**Robinson Parkway** - its entire length.

**Hillcrest Road** - from its intersection with Prospect Street for a distance of 90 feet in a southerly direction (1/28/03).

**Iroquois Avenue** - westward 60 feet from Park Street.

**Lincoln Street** - from the 5 corners to Lincoln Place.

**Lincoln Terrace** - its entire length.

**Main Street** - From Five Corners northeasterly for 100 feet; Southwesterly of the railroad tracks for a distance of 100 feet; northeasterly of the railroad tracks for a distance of 290 feet; 25 feet west of Pleasant Street to the City limits.

**Memorial Way** - its entire length.

**Maple Street** - its entire length.

**Park Street** - on the west side, from the Five Corners for 600 feet (after the driveway of 27 Park Street). On the east side of Park Street, from the Five Corners to the southerly railroad tracks. (adopted 4/10/90) (Amended Sept. 2024)

**Park Terrace** - its entire length.

**Pearl Street** - its entire length.

**Prospect Street** - westward 200 feet from Lincoln Street.

**River Street** - its entire length.

**Rivendell Drive** - within 200' of Maple Street.

**South Summit Street** - from Pearl to the railroad tracks.

**Summit Street** - north of Pearl on the west side and on the easterly side from the main entrance of Summit Street School to the driveway of #19 Summit Street. (amended 4/27/99).

**SECTION 802:**

There shall be no parking of motor vehicles, of any kind, within the public right-of-way on the side of the street so designated on the following streets:

**Beech Street** - on the west side of the street extending 20' on either side of the curb cut for Sweetwater Lane and the Countryside Pool.

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**Church Street** - on the east side, beginning at the church driveway and extending northerly to Main Street.

**Church Street** - on the west side from Main Street in a southerly direction for a distance of 100 feet.

**Grove Street** - on the westerly side between Central and Main Street.

**Hiawatha Avenue** - on the west side from Owaissa Ave. to Nahma, and on the east side from the north property line of 26 Hiawatha to the fire hydrant in front of Hiawatha School, between the hours of 7:30 - 8:30 a.m. and 2:30-3:30 p.m. when school is in session. The School Department has the authority to post this area as a no parking zone during evening assemblies. Residents of the west side of Hiawatha are exempt from this ordinance. (adopted Jan. 12, 1993, amended 8/28/07)

**Lincoln Street** - on the west side from the 5 corners to 210 feet north of Lincoln Terrace.

**Lincoln Street** - on the west side from Prospect Street to a point northerly for a distance of 125 feet.

**Lincoln Street** - on the west side for a distance of twenty-five feet north of the driveway at 44 Lincoln Street.

**Maplewood Lane** - on the westerly side of within 500 feet of its intersection with Maple Street.

**Park Street** - on the west side for a distance of 87 feet at the corner of Iroquois Avenue in front of 47 Park Street. (adopted 10/27/92)

**Prospect Street** - on the north side from Hillcrest to Lincoln Street. On the south side from the intersection of Summit Street to the westerly end of the property line for 36 Prospect Street, between the hours of 2PM and 3:30 PM Monday through Friday from August 15th through June 30th of the following year (Amended 1/28/03).

**Railroad Street** - on the east side.

**School Street** - north of Pearl Street on the east side, from Pearl Street in a northerly direction on the west side for a distance of 200 feet between the hours of 7-9 a.m. and 2:30 - 6 P.M., on the south side of Pearl Street on the east side from Pearl Street to Park Terrace and south of Pearl Street on the west side for a distance of 70 feet.

**South Street** - on the north side from West Street to Nahma Avenue.

**SECTION 803. LIMITED TIME PARKING:**

**Central Street:** There shall be a fifteen (15) minute parking limit between Lincoln Street and the railroad tracks (Amended 10/28/03).

**Lincoln Place:** There shall be a parking limit of 1 hour on both sides of Lincoln Place from 8:00 a.m. to 5:00 p.m. and a parking limit of 2 hours on both sides of Lincoln Place from 5:01 p.m. to 7:59 a.m. with the exception of 1 parking space at the curb cut on the north side behind 22 Railroad Avenue, and the 9 parking spaces on the North side east of Lincoln Street and the driveway between the Federal Building and 22 Railroad Avenue.

**Main Street:** There shall be a parking limit of one hour on both sides of Main Street from Pearl Street, northeast to the railroad tracks. In addition to the above 1-hour limit, the two parallel parking spaces located northeast of Memorial Way on Main Street shall be designated "No Parking Midnight to 9 A.M.". (amended 11/09/93 & 5/14/02)

**Park Street:** There shall be a one-hour parking limit on the westerly side between Iroquois Avenue and the driveway opening for 37 & 39 Park Street. (added 9/26/06)

**Railroad Avenue:** There shall be a parking limit of 1 hour on both sides of Railroad

Commented [RM1]: Removed limited parking in front of 34 Park St.



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Avenue from 8:00 a.m. to 5:00 p.m. and a parking limit of 2 hours on both sides of Railroad Avenue from 5:01 p.m. to 7:59 a.m. This ordinance shall apply to all sections of Railroad Avenue between Central Street and Main Street, with the following exceptions:

(1) There will be No Parking on the eastern side of Railroad Avenue from Central Street south for a distance of 140'; this area shall be for "Bus Parking Only", and.

(2) For that portion of Railroad Avenue located on the eastern side of Railroad Avenue which lies between the Railroad Station and a point which is 185' north of Main Street there shall be no parking restrictions.

(3) Commercial Exemption: Those businesses on Railroad Avenue which can demonstrate that the nature of their business requires that heavy items be moved from a business vehicle to the store throughout the day can apply to the Council for a maximum of one permit which would exempt them from the one-hour day time parking limit on Railroad Avenue. This permit would be good for one year and would be subject to revocation by the City Manager for cause.

**Summit Street:** There shall be a 15-minute parking limit on the easterly side from the Summit Street School's southerly driveway to the main entrance of Summit Street School during the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, from September 1 through June 15. (amended April 27, 1999)

**SECTION 804. RESIDENT ONLY PARKING:**

No person shall park any vehicle, except vehicles with a valid residential parking permit and clearly identifiable service or delivery vehicles, on any street designated as residential parking.

(a) Streets designated as residential parking at all times include:

1. Old Colchester Road (from North Street to the Town of Essex line)

(b) Streets designated as residential parking Monday through Friday, 7:00 AM to 3:00 PM, September 1st through July 1st include:

1. Drury Drive

2. Drury Drive Extension;

3. Upland Road;

4. Meadow Terrace;

5. Brookside Avenue;

6. Crestview Road;

7. Grove Street (between North Street and Central Street);

8. North Street.

(c) The City Clerk shall annually issue two residential parking permits for each Dwelling Unit on a designated street. A Dwelling Unit shall mean a dwelling structure, or portion thereof, designed, constructed or used as living quarters for one family persons, and which includes facilities for food preparation, sleeping and sanitation.

(d) Residential parking permits shall be displayed on the left-hand side of the dashboard of any vehicle parked in the street that requires a residential parking permit during the times described above in Section 804 (a) and (b) period listed in subsection (a).

(e) Vehicles parked as permitted under this section shall be subject to all other parking requirements of the City of Essex Junction Municipal Code.

Section 804 adopted by Trustees October 13, 1998, amended 10/25/00, and 7/11/06 and XX/XX/2024.

**SECTION 810. OTHER PARKING RESTRICTIONS:**

- (a) There shall be no parking at any time on any street within the 20 feet of an intersection with another street or designated crosswalk unless otherwise provided.
- (b) There shall be no parking at any time within 6 feet of any fire hydrant.
- (c) There shall be no parking at any time to block any portion of a public sidewalk.
- (d) There shall be no parking, on any public highway, in any manner, so that the parked vehicle would prevent the passage of fire trucks, rescue or other emergency vehicles.
- (e) There shall be no parking at any time within any public street wherein the driver's side of the vehicle is next to the property, sidewalk, curb, or road edge, except on one-way streets.
- (f) There shall be no parking, at any time, on any City Street blocking any designated driveway or part thereof.
- (g) No person shall park or leave unattended a vehicle of any type in any designated fire lane or bike lane.

**SECTION 815. WINTER PARKING BAN:**

No person shall ~~between the hours of 12 midnight and 7:00 a.m.~~ park or leave unattended a vehicle of any type on any street, road, or right-of-way in the City of Essex Junction ~~from during the period~~ December 1 through April 1, ~~1 of the next year between the hours of 12 midnight and 7:00 a.m.~~

**SECTION 818. CITY PARKING LOTS:**

The following regulations shall apply to parking lots operated by the City:

- (a) The City Council may, by resolution, designate not more than 50% of the parking spaces in any lot as "Reserved" and establish fees for the use of RESERVED parking spaces.
- (b) Any parking space designated as "Reserved" will be clearly marked and will be unavailable for public parking at all times. "Reserved" spaces shall not be sublet.
- (c) The City Council, or their designee, may authorize the use of RESERVED parking spaces by specific individuals upon payment to the City of the established fee. Such individuals must display a parking permit issued by the City when using a RESERVED parking space.
- (d) No parking shall be permitted in City parking lots between the hours of Midnight and 6 a.m. The Council may exempt designated spaces from this limitation. (Adopted 10/12/93)

**SECTION 820. TEMPORARY PARKING BAN:**

No person shall park or leave unattended a vehicle of any type on any street, road, or right-of-way in the City of Essex Junction that has been closed for the purpose of cleaning, clearing, oiling, repairing, surfacing a street, ~~S~~special ~~E~~vents, parades, or pruning or removing trees. The City Public Works, Essex Junction Fire, or Essex Police departments may close such a street to the parking of vehicles by causing signs to be posted thereon in conspicuous locations indicating the prohibition of parking thereon and the hours the parking ban is in effect. For the purposes of this Section, "~~S~~special ~~E~~vents" shall include, but not be limited to, the

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Annual City Block party and the Five Corners Farmers Market.

**SECTION 825. VIOLATION DEEMED NUISANCE – NOTICE, TOWING & CHARGES:**

- (a) The parking or leaving any vehicle in violation of this Chapter is hereby declared to be a public nuisance.
- (b) ~~The fact that a vehicle which is illegally parked is registered in~~ In any matter, proceeding, notice, hearing or violation where proof of ownership of a vehicle is required under this Chapter, the name of the person, rental agency or company to whom the vehicle is registered ("Registrant") shall serve as prima facie proof of evidence that such person, rental agency or company Registrant was in control of the automobile at the time of the violation such notice.
- (c) ~~It shall be sufficient notice of a~~ violation notice for a law enforcement officer to shall be issued by law enforcement in writing leave written notice on an official form securely attached to ~~on~~ the vehicle, and indicate the following: ~~ing~~ the specific nature of violation; the time of the violation; ~~the~~ and date of the violation; the location of the violation; and the registration number of the vehicle, and such other information as ~~seems~~ the issuing officer deems appropriate.
- (d) "Parking," in this Chapter for these purposes, shall means leaving a vehicle at rest with or without an operator in attendance unless otherwise provided.
- (e) The Public Works Department, or Fire Department of the City of Essex Junction, or any lawful police official within the State of Vermont, are hereby authorized to remove and tow away, or have removed and towed away, by commercial towing service, any vehicle illegally parked in any place where such parked vehicle violates in violation of this Chapter, creates or constitutes a public nuisance, or where such vehicle creates or constitutes causes a traffic hazard, blocks the use of fire hydrants, obstructs or may obstruct the movement of emergency vehicles, or interferes with the free flow of traffic or has three or more unpaid violations. In addition to towing, a police officer may issue a ticket in accordance with as described in sub-section (g) below.
- (f) A vehicle so towed away to storage under the provisions of for violation of this Chapter may be redeemed by the its owner of the vehicle upon the payment of all towing charges, fees, storage charges, or other expenses incurred in the moving of the vehicle, except that the charge of towing each vehicle shall not exceed an amount as established by the City Manager. The operator of the commercial towing service may hold such vehicle until such charges have been paid. In addition, any vehicle towed due to three or more outstanding violations shall be required to pay all fines prior to their vehicles being released to them by the commercial towing service.
- (g) Any person who violates at the provisions of this Chapter may be ticketed Twenty-Five Dollars per violation (\$25.00) for such offense by any lawful police official of the state of Vermont as listed below:  
Twenty-five dollars per violation

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(h) ~~Under certain circumstances (i.e. in order to clear streets for special events) the City may choose to have a vehicle towed to a location other than a commercial storage facility and may elect to choose to bear the cost of such towing (i.e. to clear streets for special events).~~

(i) ~~The provisions of this chapter are declared to be separable in that any provision declared to be invalid shall not affect the validity of the remaining provisions.~~

**SECTION 830. ONE WAY STREETS:**

It is hereby prohibited to operate a vehicle, motorcycle or other form of common conveyance in the following directions on the following streets or roads:

(a) ~~Operation of any type of vehicle, motorcycle, or other form of common conveyance in an easterly direction on the road between Lincoln Street and Main Street~~ On Memorial Way in front of

~~TD Bank shall be prohibited;~~

(b) ~~Operation of any type of vehicle, motorcycle, or other form of common conveyance in a southerly direction on Summit Street; is hereby prohibited.~~

(c) ~~Operation of any type of vehicle, motorcycle, or other form of common conveyance in a westerly direction on Prospect Street between Lincoln and Summit Streets; is hereby prohibited.~~

(d) ~~Operation of any type of vehicle, motorcycle, or other form of common conveyance in a northerly direction on School Street, north of Pearl Street between Pearl Street and Lincoln Terrace; is hereby prohibited.~~

(e) ~~Operation of any type of vehicle, motorcycle, or other form of common conveyance in an easterly direction on Lincoln Place between Railroad Street and Lincoln Street; is hereby prohibited. (amended 3/14/06)~~

(f) ~~Operation of any type of vehicle, motorcycle, or other form of common conveyance in an easterly direction on Park Terrace from School Street for 245 feet east; (adopted 4/10/90)~~

(g) ~~Operation of any type of vehicle, motorcycle, or other form of common conveyance in a westerly direction on Mill Street is hereby prohibited. (adopted Nov. 24, 1993; and)~~

(h) ~~Operation of any type of vehicle, motorcycle or other form of common conveyance in a southerly direction on Ivy Lane between Main Street and Central Street is hereby prohibited. (Adopted on Nov. 9, 1993, amended 6/24/03.)~~

Commented [RM2]: River Street has been removed

On the streets of Essex Junction designated as one-way streets and, on those streets, where, by appropriate pavement or street markings, more than one lane of traffic is designated in the same direction, it shall become lawful to overtake, and pass said vehicle proceeding in the same direction on either side thereof. The operator of any such vehicle, upon any such street shall, before turning his vehicle from one traffic lane into another traffic lane, indicate by hand signal or directional light, his intentions so to do, and shall turn into the other lane only after using due care and caution to avoid accidents. When traffic lanes are so marked to indicate their use for a right turn only, left turn only, through traffic only, or a combination of the above of same, no person shall operate a vehicle except in the direction so indicated by such markings. ~~Proper notice on the streets as indicated above shall be accomplished so that the operator of any vehicle, motorcycle, or other form of common conveyance, may be aware of the provisions of this Ordinance.~~

#### SECTION 835: BICYCLE PATH

No motorized vehicle of any type shall operate on any bicycle lane or path, trail or sidewalk or municipal open space, except for a vehicle entering or exiting a driveway (with the understanding that motorists shall yield to pedestrians or bicyclists using the bike path). (Amended 11/14/00, 10/23/01, 6/10/03, & ~~09~~XX/XX/2024)

Commented [RM3]: Reference to specific roadways were removed

#### SECTION 840: PROHIBITED RIGHT-HAND TURNS

(a) No Vehicle of any type, motorcycle or other form of common conveyance shall make a right-hand turn at any time at the following locations:

(1) ~~The~~ stop bar at the Five Corners from Main Street onto Lincoln Street. (adopted June 22, 1993), ~~and~~

(2) From River Street onto Stanton Drive.

(b) No Vehicle of any type, motorcycle or other form of common conveyance shall make a right hand turn at times when an illuminated sign indicating NO TURN ON RED is displayed to drivers at the following locations:

(1) ~~F~~rom Pearl Street onto Park Street (at the Five Corners Intersection);

(2) ~~F~~rom Park Street onto Maple Street (at the Five Corners Intersection);

(3) ~~F~~rom Maple Street onto Main Street (at the Five Corners Intersection);

(4) ~~F~~rom Lincoln Street onto Pearl Street (at the Five Corners Intersection);

(5) ~~From Railroad Street onto Park Street;~~

(6) ~~F~~rom South Summit Street onto Pearl Street, ~~and~~

(7) ~~F~~rom Pearl Street onto South Summit Street.

(Subsection b, 1-4 & 6-7 adopted 3/14/00, 5 adopted XX/XX/2024)

#### SECTION 841: PROHIBITED LEFT-HAND TURNS:

(a) No Vehicle of any type, motorcycle, or other form of common conveyance shall make a left-hand turn at any time at the following locations:

(1) ~~F~~rom the westbound lane of Pearl Street between the ~~A5~~-Five Corners ~~@~~ (intersection of Routes 15, 2A & 117) and a point 155 feet westerly of the intersection of Pearl and Park Streets;

(2) ~~F~~rom Main Street into the driveway between 4 and 10 Main Street. (adopted 4/10/90);

(3) ~~A~~t the Five Corners from Main Street onto Maple Street. (Adopted 4/10/90);

(4) ~~F~~rom the Park Street driveway of 1 Maple Street onto Park Street. (Adopted 12/9/97), ~~and~~

(5) ~~F~~rom ~~Maple Street onto Park Street~~. ~~adopted XX/XX/2024~~

#### SECTION 846: SPEED LIMITS

No vehicle of any type, motorcycle or other form of common conveyance shall be operated at a speed in excess of that listed below and posted on the streets named. The speed limit on the following streets shall be 25 mph with exceptions noted with an asterisk\*:

ABNAKI AVENUE	ATHENS DRIVE	BROWNELL DRIVE
ACORN CIRCLE	BEECH STREET	CAMP STREET
<del>ADAMS CT</del>	BRIAR LANE	CASCADE COURT
ALGONQUIN AVENUE	BRICKYARD ROAD	CASCADE STREET
ARLINGTON STREET	BROOKS AVENUE	CASCADNAC AVENUE
ASPEN DRIVE	BROOKSIDE AVENUE	CENTRAL STREET

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CHEROKEE AVENUE	KILN ROAD	RAILROAD STREET
CHERRY STREET	<a href="#">KILN ROAD EXT</a>	REDWOOD TERRACE
CHURCH STREET	LAMOILLE STREET	RIVENDELL DRIVE
CLEMS DRIVE	<a href="#">LAVOIE DRIVE</a>	RIVER STREET ****
CORDUROY ROAD	LINCOLN PLACE	ROSEWOOD LANE
COUNTRYSIDE DRIVE	LINCOLN STREET *	<a href="#">ROSCOE COURT</a>
CREE AVENUE	LINCOLN TERRACE	ROTUNDA AVENUE
CRESTVIEW ROAD	LOUBIER DRIVE	SCHOOL STREET
CURTIS AVENUE	MAIN STREET **	SENECA AVENUE
<a href="#">CUSHING DRIVE</a>	MANSFIELD AVENUE	<a href="#">SEWAGE TREATMENT</a>
DENSMORE DRIVE	MAPLE STREET	<a href="#">PLANT ROAD</a>
<a href="#">DOON WAY</a>	MAPLEWOOD LANE	SILVERBOW TERR
DRURY DRIVE	MASON ROAD	SOUTH STREET
<a href="#">DUNBAR DRIVE</a>	MCGREGOR STREET	SOUTH HILL DRIVE
EAST STREET	MEADOW TERRACE	S. SUMMIT STREET
EAST WILLIAMS ST	<a href="#">MEMORIAL WAY</a>	SOUTHVIEW ROAD
EDGEWOOD DRIVE	MILL STREET	STANTON DRIVE
EDUCATIONAL DRIVE	MOHAWK AVENUE	SUGARTREE LANE
ELM STREET	MURRAY ROAD	SUMMIT STREET
FAIRVIEW DRIVE	NAHMA AVENUE	SYCAMORE LANE
<a href="#">GILES DRIVE</a>	NORTH STREET N.	TAFT STREET
GRANDVIEW AVENUE	HILLCREST ROAD	TAMARACK DRIVE
GRANT STREET	OAK STREET	TYLER DRIVE
GREENWOOD AVE	OLD COLCHESTER	UPLAND ROAD
GROVE STREET	ONEIDA AVENUE	VALE DRIVE
HAWTHORN CIRCLE	ONONDAGA AVENUE	VILLA DRIVE
HAYDEN STREET	ORCHARD TERRACE	WARNER AVENUE
HIAWATHA AVENUE	OWAISSA AVENUE	WAVERLY STREET
HILLCREST ROAD	PARK AVENUE	WENONAH AVENUE
HUBBELLS FALLS DR	PARK STREET	WEST STREET
HURON AVENUE	PARK TERRACE	WEST STREET EXT.
IROQUOIS AVENUE	PEARL STREET ***	W. HILLCREST ROAD
JACKSON STREET	PINE COURT	WILKINSON DRIVE
JONES AVENUE	PLEASANT STREET	WILLEY'S COURT
JUNIPER RIDGE RD	<a href="#">POPLAR COURT</a>	WILLIAMS STREET
<a href="#">KETCHAM DRIVE</a>	PROSPECT STREET	WOODS END DRIVE
KILLORAN DRIVE	RAILROAD AVENUE	WRISLEY STREET

\* Lincoln Street., from the five corners the limit shall be 25 mph, from North Street to the City limit, the limit shall be posted by the Vermont Agency of Transportation.

\*\* Main Street, from the Five Corners to the Indian Brook, the limit shall be 25 mph, from Indian Brook to the City limits the limit shall be 30 mph. (amended April 14, 1998)

\*\*\* Pearl Street, from the Five Corners to 110 Pearl Street (Wendy's restaurant), the limit shall be 25 mph in both directions. In the westbound direction, from 110 Pearl St (Wendy's restaurant) to West Street Extension, the limit shall be 30 mph. From West Street Extension to Susie Wilson Road in the westbound direction, the limit shall be 45 mph. In the eastbound direction



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from Susie Wilson Road to approximately 300 feet west of West Street Extension, the limit shall be 45 mph. From approximately 300 feet west of West Street Extension to Warner Avenue in the eastbound direction, the limit shall be 35 mph. From Warner Avenue to 110 Pearl St (Wendy's restaurant) in the eastbound direction, the limit shall be 30 mph.  
\*\*\*\* River Street, the limit shall be 35 mph.

**SECTION 847:**

Emergency vehicles while in the performance of an emergency are exempt from the provisions of this Ordinance.

**SECTION 848: STOP SIGNS**

The operator of any vehicle, motorcycle, or other form of common conveyance shall come to a full stop before entering any intersection from any street, avenue, or road upon which there is a stop sign facing in his/her direction. The operator shall not proceed until the intersection is clear.

Stop signs shall be erected on the streets, avenues, and roads at intersections listed below:

On Abnaki Avenue (on both sides) @ South Summit St.

On Algonquin Avenue (on both sides) @ Iroquois Ave.

On Adams Court @ West Street

On Aspen Drive @ Beech Street (both intersections)

On Athens Drive @ Main St.

On Beech Street (on both sides) @ Countryside Drive

On Briar Lane (westerly intersection) @ Rosewood Lane

On Brickyard Road @ Main St. and @ Corduroy Rd.

On Brooks Avenue @ Villa Drive and @ Warner Ave.

On Brownell Drive @ West St.

On Camp Street @ Maple St.

On Cascade Court @ Cascade St.

On Cascade Street @ Park Street and

At Cascade Street On road from Wastewater Treatment Plant.

On Central Street @ Lincoln Street and @ Educational Ctr Dr.

On Central Street (on both sides) @ Grove Street

On Cherokee Avenue (on both sides) @ South Summit St.

On Cherry Street (on both sides) @ South Summit St.

On Cherry Street @ the Merchants Bank Driveway

On Church Street @ Main St. and @ East St.

On Clems Drive @ West St.

On Corduroy Road @ Beech St. and @ Briar Lane.

On Countryside Drive @ Brickyard Rd and at the north intersection with Beech Street.

On Crestview Road @ Drury Drive and @ Main St.

On Cushing Drive @ Lavoie Drive

On Curtis Avenue @ Pearl St.

On Densmore Drive @ Main St. and @ Brickyard Rd.

On Doon Way @ South St.

On Drury Drive @ Educational Center Drive

On Dunbar Drive @ Cushing Drive

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On East Street @ Maple St. and @ Pleasant St.  
On Educational Center access road @ Old Colchester Rd.; Main St.; Drury Dr; and Central St.  
On Elm Street @ Maple Street  
On Fairview Drive @ Main Street  
[On Giles Drive @ Cascade Street](#)  
On Grant Street @ Maple St. and @ Jackson St.  
On Greenwood Avenue @ Cascade Ct.  
On Grove Street (on both sides) @ Central St.  
On Grove Street @ North St. and @ Main St.  
On Hawthorn Circle (both intersections) @ Fairview Drive  
On Hayden Street @ West Street  
On Hayden Street @ the southerly intersection of Wilkinson Dr  
On Hiawatha Avenue @ West Street  
On Hillcrest Road @ Pearl St. and @ Prospect St.  
On ~~Hubbell~~=sHubbells Falls Road @ Beech Street and @ Juniper Ridge Road  
On Huron Avenue @ West Street and @ Mohawk Avenue  
On Iroquois Avenue @ South Summit St.  
On Jackson Street @ exit from public Works Complex  
On Juniper Ridge Road @ Fairview Drive  
[On Ketcham Drive @ Giles Drive](#)  
On Killoran Drive @ West St.  
[On Kiln Road Ext @ Kiln Road and @ Woods End Drive](#)  
On Kings Court @ Maple St.  
[On Lavoie Drive @ South Street and @ Dunbar Drive](#)  
On Lamoille Street @ East St.  
On Lincoln Place @ Railroad Ave.  
On Lincoln Terrace @ Lincoln St. and @ School St.  
On Locust Lane @ Hubbell=s Falls Drive  
On Main Street @ Ivy Lane Parking Lot.  
On Mansfield Avenue @ Maple St. and @ Brickyard Rd.  
On Maplewood Lane @ Maple St.  
On MacGregor Street @ Jackson St.  
On Meadow Terrace @ Drury Drive  
On Mohawk Avenue @ South Summit St.  
On Nahma Avenue @ South St.  
On North Street @ Central St., Lincoln St., and Grove St.  
On North Hillcrest Road @ Hillcrest Rd.  
On Oak Street @ Maple St.  
On Old Colchester Road @ North Street.  
On Orchard Terrace @ South St.; @ Iroquois from either direction.  
On Owaissa Avenue @ Hiawatha Avenue  
On Park Avenue @ Pleasant Street.  
On Park Terrace @ Park St. and @ School St.  
On Pleasant Street @ Main St. and @ Mansfield Ave.  
On Prospect Street @ Lincoln St.  
On Railroad Avenue @ Central St. and @ Main Street



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At Railroad Avenue On the fire lane between 4 & 8 Railroad Ave.  
On Railroad Street @ Main Street  
On Redwood Terrace @ at Cascade Court  
On Rivendell Drive @ Maple St. and @ Briar Lane  
On Roscoe Court @ West Street  
On Rosewood Lane (at the easterly end) @ Briar Lane and @ Mansfield Ave.  
On School Street @ Pearl St. from either direction  
On School Street @ Lincoln Terrace (to stop vehicles traveling  
from the Holy Family church parking lot).  
On Seneca Avenue (both sides) @ South Summit St.  
On Sewage Treatment Plant Road @ Cascade Street  
On Silver Bow Terrace @ Park St.  
On South Street (east and west bound) @ West St. and @ South St.  
On South Hill Drive @ Southview Rd. & @ Redwood Terrace (both sides)  
On South Summit Street @ West Street.  
On Southview Road @ South St. and @ Redwood Terrace  
On Stanton Drive @ River St.  
On Summit Street @ Prospect St.  
On Sugartree Lane (both intersections) @ Brickyard Rd.  
On Sycamore Lane (both intersections) @ Juniper Ridge Road  
On Taft Street @ Main Street  
On Tamarack Drive @ Beech Street (both intersections)  
On Tyler Drive @ Wilkinson Drive (both intersections)  
On Upland Road @ Drury Drive  
On Vale Drive @ Brickyard Rd and @ Countryside Drive  
On Warner Avenue @ Pearl St.  
On Wenonah Avenue @ West Street  
On West Street @ South Street and at the northerly intersection with West Street Ext. (to stop  
cars approaching from the dead-end section of West Street).  
On West Street Extension @ West Street.  
On West Hillcrest Road @ Pearl Street  
On Wilkinson Drive @ South Street and @ the northerly intersection of Hayden Street  
On Willeys Court @ Pearl Street.  
On Williams Street @ Willeys Court  
On Woods End Drive @ Rivendell Drive and @ Briar Lane  
On Wrisley Court @ Wrisley Street  
On Wrisley Street @ Jackson St.

**SECTION 849: TRAFFIC LIGHTS**

Any person operating any type of vehicle, motorcycle, or other form of common conveyance shall, when coming upon an intersection wherein there is installed traffic control lights, facing in their direction, adhere to said device as follows:

- (a) If the traffic light is a single light unit showing only amber or yellow or is a unit that is blinking only amber or yellow, proceed with caution through the intersection.
- (b) If the traffic light is a single light unit with the red-light blinking, stop, then proceed with caution through the intersection.

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- (c) If the traffic light is showing green, proceed through the intersection.
- (d) If the traffic light is a multi-light device and is showing amber prior to entering the intersection, said individual shall cause such vehicle to stop. If the vehicle has already entered the intersection under an amber condition, said person and vehicle shall proceed with caution. If this traffic light is showing red, then said person shall cause said vehicle to come to a full stop until said device changes to green.

**SECTION 850:**

Permanent traffic control lights are authorized at the following intersections:

- (a) The intersection of Park and South Streets.
- (b) The intersection of Maple, Pearl, Park, Lincoln and Main Streets, commonly referred to as the Five Corners.
- (c) The intersection of Pearl and South Summit Streets.
- (d) On Pearl Street at the entrance to the shopping centers on either side.
- (e) The intersection of West and Pearl Street.
- (f) The intersection of Pearl Street and Susie Wilson Road.
- (g) The intersection of Maple Street and Railroad Street.
- (h) The intersection of Main Street (Route 15), Crestview, and Brickyard Road.
- (i) On Maple Street at the intersection of Maple Street Extension and Robinson Parkway.
- (j) The intersection of Park Street and Railroad Street.
- (k) On Park Street at the intersection of Iroquois Avenue and Franklin Street.

Other traffic control devices of a mobile or portable nature may temporarily be utilized by the Police Department for emergency situations as they deem necessary.

**SECTION 851:**

Any person who violates the provisions of this ~~Ordinance~~ Chapter may receive a Vermont Civil Violation Complaint or be issued a municipal ticket for Twenty Five Dollars (\$25.00) or any other amount as authorized by or set forth in Title 23 of the Vermont Statutes Annotated ~~(eited)~~ for said ~~offense by any local lawful police official or any other Vermont law enforcement agency authorized to enforce vehicular laws. Appeals, adjudication and payment of tickets shall be handled in to the Vermont Traffic and Municipal Ordinance Judicial Bureau.~~

**SECTION 852: PROHIBITION OF TRUCKS**

Motor trucks with a registered vehicle weight in excess of sixteen thousand pounds (16,000 lbs.) shall be prohibited from the following streets in the City:

Cherry Street	North Street
Crestview Road	Park Terrace
Curtis Avenue	School Street
Drury Drive	South Summit Street
Grove Street	South Street, from Park Street to West
Iroquois Avenue, from Park Street	Summit Street
to South Summit Street	West Street and West Street Extension
Lincoln Terrace	

This article shall not apply to motor trucks making deliveries to or from properties

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located on such streets or emergency vehicles. This exemption shall also apply to motor vehicles originating from properties located on such streets.

Note: Pursuant to the provisions of 23 V.S.A. Sec. 1042, this ordinance received approval from the Secretary of Transportation on June 13, 1990. (effective July 21, 1990)

**SECTION 853. PROHIBITED PASSING:**

On Main Street in an easterly direction beginning at Brickyard Road to 161 Main Street.

**SECTION 855:**

Each of the provisions of this Ordinance are severable and if any provision is held invalid for any reason, the remaining provisions shall not be affected but shall remain in full force and effect.





# City of Essex Junction

Stormwater Ordinances Public Hearing

November 13, 2024



# Agenda

- 1. Proposed or Amended  
Stormwater Chapters for  
Municipal Code**
- 2. What is a Stormwater Utility and  
how are user fees calculated?**
- 3. Credit Manual**

# **Chapter 19: Establishing Stormwater Permit Transfer Authority for Expired and Unpermitted Discharges to Impaired Waterways**

- This chapter was originally adopted in July 2014 as a mechanism to comply with new state MS4 permit requirements.
- Proposed Amendments:
  - › Change references to reflect City of Essex Junction
  - › Update permit status for properties

# Chapter 20: Regulation of Stormwater Management

- New proposed chapter to regulate stormwater discharges to the Municipal Separate Storm Sewer System (MS4)
- Majority of the sections existed in the Land Development Code but did not relate to parcel development
- Examples of sections:
  - › Prohibitions
  - › Notification of spills
  - › Inspection and Enforcement
  - › Operation and Maintenance



# Chapter 21: Regulation of Stormwater Utility

- New proposed chapter that establishes the City's stormwater utility
- Outlines the following:
  - › Administration, development, and procedures of utility
  - › Assignment of ERU's
  - › Credits
  - › Billing and Collections
  - › Formation of Enterprise fund for stormwater

# What is a Stormwater Utility?

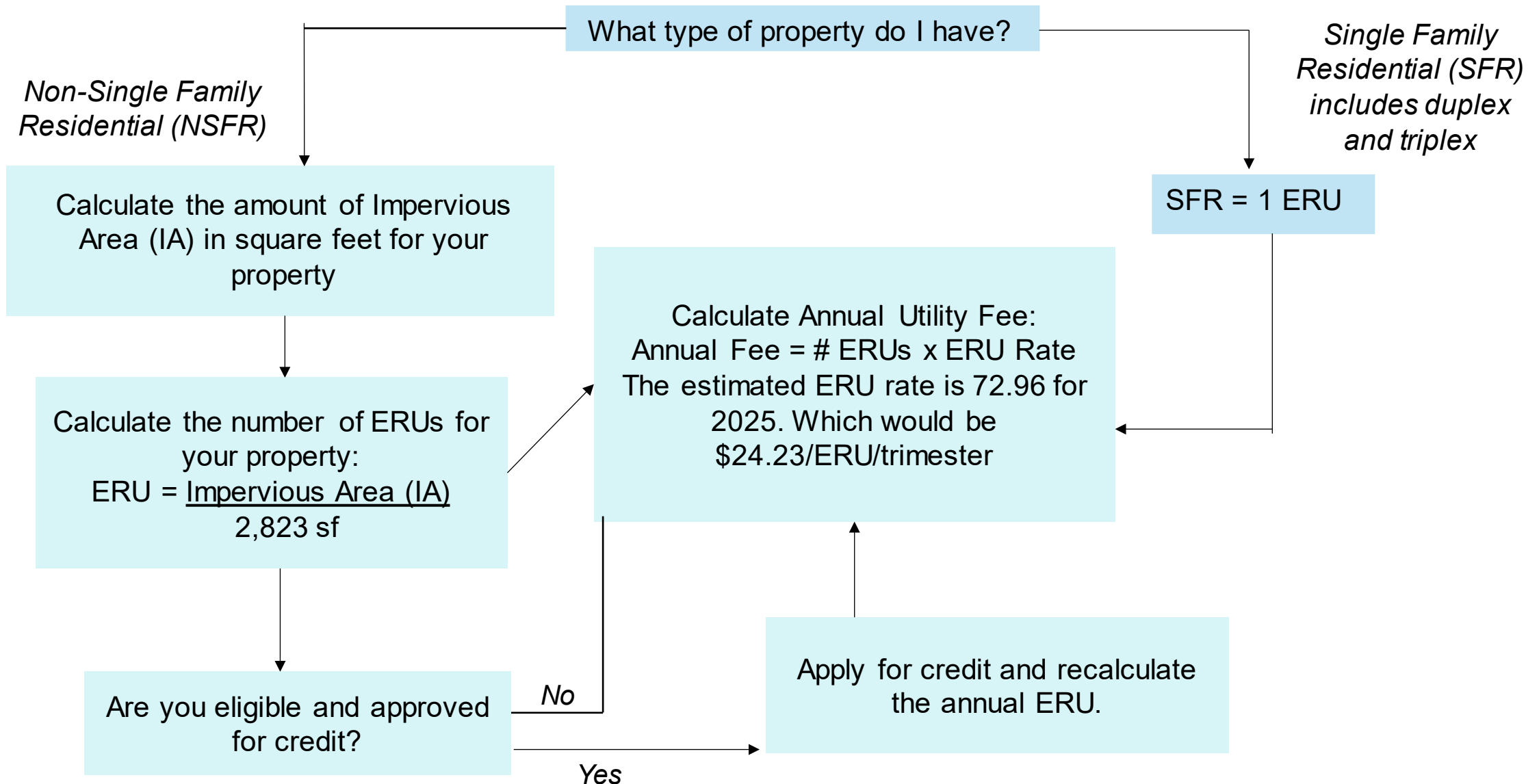
- Stormwater utilities are funded by stormwater user fees
  - › Stormwater runoff isn't metered like water. Instead, the burden that each property places on the system is based on property characteristics and most importantly, its total **impervious area**.
- Provides a fair, equitable, and stable source of funding
- Currently stormwater management is funded through the General Fund based on ad-valorem property taxes
- Seven communities have established stormwater utilities, two more are in formation

# How to Bill Based on Impervious Area?

- **Impervious area (IA)** is defined as developed areas of land that prevent or significantly impede the infiltration of stormwater into the soil.
- The standard unit of charge is the **Equivalent Residential Unit (ERU)**.
- The ERU is defined as the typical amount of impervious area on a single-family residential parcel. Calculated based on a median amount of IA in the City (2823 sq ft).
- The ERU is then calculated for all non-single family residential parcels based on the amount of measured impervious area.



# Stormwater Utility Fee Flowchart



# Example Properties

Single Family Residential  
Property:



2,823 sq ft IA

1 ERU

\$72.69 annual fee

Commercial Property:



57,785 sq ft IA

20 ERUs

\$1,453.80 annual fee

Tax Exempt Property:



44,857 sq ft IA

16 ERUs

\$1163.04 annual fee

# Credit Manual

- **Credit** towards the stormwater fee assessed for a property
- Application available online or through mail
- Only NSFR properties are eligible
- Credit cannot exceed 50% of the stormwater fee assessed for a property. Minimum charge of 1 ERU

# Credit Manual Categories

- Stormwater Treatment Practice (STP)
  - › Parcels that have practices on their site can apply
  - › Must be operational and maintained
  - › % credit received based on treatment standards met as specified in the Vermont Stormwater Management Manual
  - › The better the practice is at infiltration or improving water quality the more credit can be received
- MS4/TS4 permit holders
  - › % credit capped at 35%
- Education Credit
  - › Demonstrate teaching stormwater or water quality curriculum
  - › Schools can receive on top of STP credit

# Credit Recertification

- Every 2 years property owners need to recertify compliance with credit category requirements to continue to receive credit

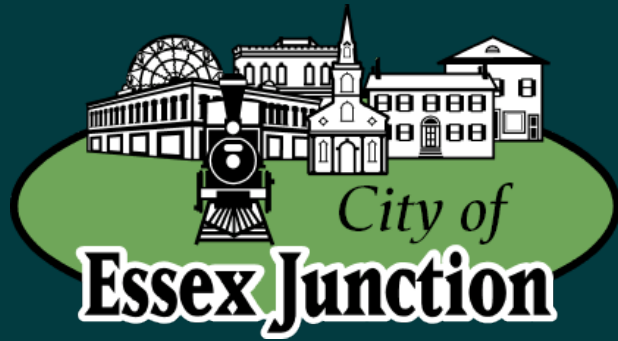


## Note:

- Since we are launching the utility mid-fiscal year the fee for Fiscal Year 2025 (July 1, 2024-June 30, 2025) will be split into **two bills**. February 2025 and June 2025
- Moving forward the fee for the fiscal year will be split into three bills

# What's next

- Water Quality Superintendent meeting individually with large ERU recipients to review bill and credit manual options
- City Council will approve the ERU rate at a January 2025 meeting
- February 2025- Property owners will receive a stormwater user fee on their utility bill. If they do not normally receive a utility bill from the City, they will receive a stormwater utility bill.
- Set the next ERU rate as part of the Fiscal Year 2026 City budget process



# Thank you!

**Any questions or concerns can be directed to:**

Chelsea Mandigo, Water Quality Superintendent

[Chelsea@essexjunction.org](mailto:Chelsea@essexjunction.org)

802-878-6943 X1705

City's stormwater utility page contains most up to date info!

<https://www.essexjunction.org/departments/stormwater/stormwater-utility>



## Memo

To: Essex Junction City Council  
From: Regina Mahony, City Manager  
Meeting Date: November 13, 2024  
Agenda Item: Public Hearing to Amend Municipal Ordinance 8: Motor Vehicle Regulations

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**Issue:** On October 30, 2024, the City Council warned a public hearing to amend the Municipal Ordinance 8: Motor Vehicle Regulations.

### Discussion:

Lt. Paul Courtois of the Essex Police Department prepared the substantive updates to this ordinance. These were done, for the most part, to account for changes associated with the Crescent Connector and the change of traffic patterns at River Street and Park Street. Further, the streets in the Whitcomb Heights II, and River's Edge developments have been added. Legal counsel has also reviewed the ordinance, and technical edits are recommended based on that review. These proposed ordinance updates more accurately represent current conditions on our roadways.

After the public hearing, the City Council may choose to:

- approve the amendments to Chapter 8: Motor Vehicle Regulations by the majority of the total membership of the Council or
- further amend the ordinance. If the Council amends the ordinance further, another public hearing must be held at which the amended ordinance will be further considered. The Council may finally pass the amended ordinance or amend it again, subject to the same procedures (City Charter Section 502).

The Ordinance becomes effective upon passage (City Charter Section 503).

After approval of the amendment to Chapter 8: Motor Vehicle Regulations, a notice of the amendments to the Essex Junction Municipal Code will be placed in the Seven Days newspaper and appear in the minutes.

Title 24 V.S.A. § 1973 grants citizens the right to petition for a vote at a special or Annual Meeting to disapprove ordinance amendments adopted by the City Council. To exercise this right, citizens must present to the City Council or the City Clerk a petition for a vote on the question of disapproving the amendments signed by not less than five percent (5%) of the City's qualified voters. The petition must be presented within forty-four (44) days following the date of the adoption of the amendments.

**Cost:** None

### Recommendation

It is recommended that the Council review the draft Motor Vehicle Regulation ordinance updates and approve it or identify areas they would like to amend further and set another public hearing.

### **Recommended Motions**

Should the Council decide to approve the ordinance amendments, here is a recommended motion:

“I move that the City Council approve the amendments to Essex Junction Municipal Ordinance Chapter 8: An Ordinance Relating to Motor Vehicle Regulations.”

Should the Council decide to amend the ordinance further and set another public hearing, here is a recommended motion:

“I move that the City Council warn a public hearing on December 11, 2024, at 6:30 pm to receive comment on changes to Essex Junction Municipal Ordinance Chapter 8: An Ordinance Relating to Motor Vehicle Regulations as amended and with any edits as discussed.”

### **Attachments:**

Draft Chapter 8: An Ordinance Relating to Motor Vehicle Regulations with tracked changes and comments to identify the edits.



## Memo

To: Essex Junction City Council

From: Chelsea Mandigo, Water Quality Superintendent

Meeting Date: November 13, 2024

Agenda Item: Public Hearing to Amend Municipal Ordinance 19: Establishing Permit Transfer Authority for Expired and Unpermitted Discharges to Impaired Waterways; Adopt Municipal Ordinance 20: Regulation of Stormwater Management; Adopt Municipal Ordinance 21: Regulation of Stormwater Utility; Adopt the Stormwater User Fee Credit Manual

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**Issue:** On October 30, 2024, the City Council warned a public hearing to amend the Municipal Ordinance 19: Establishing Permit Transfer Authority for Expired and Unpermitted Discharges to Impaired Waterways; Adopt Municipal Ordinance 20: Regulation of Stormwater Management; Adopt Municipal Ordinance 21: Regulation of Stormwater Utility and Adopt the Stormwater User Fee Credit Manual.

### Discussion:

On August 28, 2024, I gave a presentation on the development of the stormwater utility. On October 30, 2024, I gave a brief update on the utility formation and the need for a public hearing to formally adopt or amend the sections of the Municipal Ordinance and Stormwater User Fee Credit Manual. Legal counsel has reviewed all documents and comments have been incorporated. The ordinances are the following:

1) Municipal Ordinance Chapter 19 Establishing Permit Transfer Authority for Expired and Unpermitted Discharges to Impaired Waterways: is an amendment to an existing chapter created in 2014 related to stormwater permit compliance that was previously developed with the Town of Essex

2) Municipal Ordinance Chapter 20 Regulation of Stormwater Management: establishes the stormwater ordinance for the City. Most of the material in this chapter came from the Land Development Code that is more related to stormwater management in the City and not parcel development

3) Municipal Ordinance Chapter 21 Regulation of Stormwater Utility: establishes the stormwater utility and outlines the structure of the stormwater utility

4) Stormwater User Fee Credit Manual: establishes a mechanism for non-single family parcels to apply and potentially receive a reduction in the stormwater user fee assessed for their parcel

After the public hearing, the City Council may choose to:

- approve the amendment to Chapter 19 and adoption of Chapter 20, Chapter 21, and credit manual by the majority of the total membership of the Council or
- amended the ordinances and manual. If the Council amends the ordinances and manual further, another public hearing must be held at which the amended ordinances and manual will be further considered. The

Council may finally pass the amended ordinances and manual or amend it again, subject to the same procedures (City Charter Section 502).

The ordinances and manual become effective upon passage (City Charter Section 503).

After approval of the amendment to Chapter 19 and adoption of Chapter 20, and Chapter 21 a notice of the amendments and additions to the Essex Junction Municipal Code will be placed in the Seven Days newspaper and appear in the minutes.

Title 24 V.S.A. § 1973 grants citizens the right to petition for a vote at a special or Annual Meeting to disapprove ordinance amendments adopted by the City Council. To exercise this right, citizens must present to the City Council or the City Clerk a petition for a vote on the question of disapproving the amendments signed by not less than five percent (5%) of the City's qualified voters. The petition must be presented within forty-four (44) days following the date of the adoption of the amendments.

**Cost:** None

### **Recommendation**

It is recommended that the Council review the draft Establishing Permit Transfer Authority for Expired and Unpermitted Discharges to Impaired Waterways ordinance updates; Regulation of Stormwater Management as proposed; Regulation of Stormwater Utility as proposed; Stormwater User Fee Credit Manual as proposed; and approve them or identify areas they would like to amend further and set another public hearing.

### **Recommended Motions**

Should the Council decide to approve the ordinance amendments and adoptions, here is a recommended motion:

"I move that the City Council approve the amendments to Essex Junction Municipal Ordinance Chapter 19: An Ordinance Establishing Permit Transfer Authority for Expired and Unpermitted Discharges to Impaired Waterways; Adopt Essex Junction Municipal Ordinance Chapter 20: An Ordinance Relating to Stormwater Management Regulations; Adopt Essex Junction Municipal Ordinance Chapter 21 An Ordinance Relating to Stormwater Utility Regulation and Adopt the Stormwater User Fee Credit Manual."

Should the Council decide to amend the ordinance further and set another public hearing, here is a recommended motion:

"I move that the City Council warn a public hearing on December 11, 2024, at 6:30 pm to receive comment on changes to Essex Junction Municipal Ordinance Chapter 19: An Ordinance Establishing Permit Transfer Authority for Expired and Unpermitted Discharges to Impaired Waterways; Essex Junction Municipal Ordinance Chapter 20: An Ordinance Relating to Stormwater Management Regulations; Essex Junction Municipal Ordinance Chapter 21 An Ordinance Relating to Stormwater Utility Regulation; and the Stormwater User Fee Credit Manual, as amended and with any edits as discussed."

### **Attachments:**

- 1) Draft Chapter 19: Establishing Permit Transfer Authority for Expired and Unpermitted Discharges to Impaired Waterways
- 2) Draft Chapter 20: Regulation of Stormwater Management
- 3) Draft Chapter 21: Regulation of Stormwater Utility Draft
- 4) Draft Stormwater User Fee Credit Manual

**CITY OF ESSEX JUNCTION, VT****MUNICIPAL CODE****CHAPTER 19****ORDINANCE ESTABLISHING STORMWATER PERMIT TRANSFER AUTHORITY  
FOR EXPIRED AND UNPERMITTED DISCHARGES TO IMPAIRED WATERWAYS****SECTION 1901. BACKGROUND**

- A. Adopted on July 22, 2014, as Chapter 19 in the City of Essex Junction Municipal Code, to establish and transfer responsibility for the State of Vermont issued Department of Environmental Conservation authorization to discharge permits under general stormwater permits and for unpermitted discharges to impaired waterways within the City of Essex Junction.
- B. The Vermont Agency of Natural Resources Department of Environmental Conservation (“DEC”) issues Authorization to Discharge Permits under General Permits for area or site-specific stormwater discharges to applicants, including municipalities, private parties, and shared stormwater systems involving both privately owned and publicly owned components.
- C. Valid stormwater system discharge permits have been issued by the DEC for projects in the non-impaired and impaired waterways within the City, and the City has accepted full responsibility for such permits when it involves public infrastructure.
- D. As of the adoption of Chapter 19 of the Municipal Code on July 22, 2014, valid stormwater system discharge permits have not been issued to expired stormwater permit holders in the impaired waterways due to the inability to legally authorize, under State law, renewal of the previously issued Authorization to Discharge Permits.
- E. Current responsibility for previously issued expired stormwater permits and valid stormwater system discharge permits in the impaired watersheds in the MS4 area varies widely. In some cases, there is a well-defined chain of responsibility from the “owner” of the original permit to the current permit holder. In other cases, permit responsibility is either poorly defined or non-existent notwithstanding that permit responsibility runs with the land. Some expired and valid (permit) discharges are defined in the original permit as directly to a stream or waterbody; in others, they are defined as being directed to or connected to a shared stormwater system.
- F. Pre-existing unpermitted stormwater discharges occur within the impaired and non-impaired waterways. These discharges were either never issued permits or the discharges occurred before DEC began issuing discharge permits. Pre-existing unpermitted stormwater discharges into impaired waterways shall obtain legal coverage under the MS4 general permit in the manner outlined in this Ordinance.
- G. The City of Essex Junction regulates stormwater discharges through its Municipal Code.



## SECTION 1902. PURPOSE

- A. The City seeks to develop consistent policies and procedures for the determination of stormwater permit responsibility for both valid stormwater system discharge permits, and expired stormwater permits, and to establish minimum requirements for the transfer of expired and future new permit responsibility by and between the appropriate parties.
- B. The City's MS4 responsibility for the operation, repair, and maintenance of stormwater infrastructure extends only to public stormwater infrastructure and proportional shared responsibility on shared stormwater systems. The City may accept permit responsibility if determined by the appropriate legislative body to be in the City's best interest. Factors to be considered when determining whether acceptance of permit responsibility is in the City's "best interest" include, but are not limited to, whether improved water quality is not otherwise obtainable without additional City participation, potential cost savings to the City, or provision of land or easements for treatment or storage of stormwater for shared systems. The non-public contributing stormwater permittee shall be responsible for the operation, maintenance, repair, replacement, and upgrade of the non-public infrastructure unless the City determines that accepting some or all of this responsibility is in its best interests as defined above.

## SECTION 1903. AUTHORITY

For purposes of this Ordinance, the "appropriate legislative body" for the City is the City Council.

## SECTION 1904. DEFINITIONS

**"Authorization to Discharge Permits"** shall mean permits issued by the State of Vermont to discharge stormwater into receiving water bodies, which may or may not be valid permits at the time of adoption of this Ordinance.

**"Best Management Practices" or "BMPs"** shall mean any structural or non-structural site improvements recognized as the most effective and practical means to prevent and reduce stormwater volumes and flows to achieve water quality goals. BMPs include measures to prevent pollution and measures to mitigate pollution. BMPs include schedules of activities, prohibitions of practices, pollution prevention, education practices, natural resource protection, maintenance and operating procedures, management and treatment practices, and measures to control site runoff, spills, or leaks and reduce pollution.

**"Expired stormwater permits"** shall mean stormwater permits previously issued by the State of Vermont that are no longer current.

**"Flow Restoration Plan(s)"** shall mean a stream flow plan required by the State of Vermont designed to implement stormwater runoff controls producing runoff characteristics that return stream flows to compliant, stable flow conditions as required to meet the water-quality based Total Maximum Daily Load ("TMDL") requirements for a particular impaired waterway.

**"Impaired waterways"** means rivers, lakes, or streams that do not meet one or more water-quality standards, and therefore, are considered too polluted for their intended uses.

**"Municipal Separate Storm Sewer System" and "MS4"** shall mean a collection system or conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs,

gutters, ditches, manmade channels, or storm drains): (i) owned or operated by the City of Essex Junction or another designated MS4 entity that discharges to surface waters or groundwater; (ii) designed or used for collecting or conveying or discharging stormwater and groundwater entering the system; (iii) which is not a combined sewer; and (iv) which is not part of a Publicly Owned Treatment Works (POTW) as defined in 40 CFR, Section 122.2.

**“National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit”** shall mean a permit issued by the Environmental Protection Agency or the State of Vermont under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

**“Non-impaired waterways”** shall mean rivers, lakes, or streams that currently meet the designated water-quality standards for the waterbody.

**“Non-public contributing stormwater permittee”** shall mean a current stormwater permit holder, including homeowner associations and any successors or assigns, of either a valid or expired stormwater permit that is not a public entity.

**“Non-public stormwater infrastructure”** shall mean stormwater infrastructure not owned, operated, or maintained by the City.

**“Non- Structural BMPs”** BMPs that use natural measures involving site characteristics to reduce the volume of stormwater or eliminate the source of the pollutant.

**“Parcel” and “Property”** shall mean any lot, subdivided piece of land, unit of land, any subset of land, land owned in common, or a condominium unit or condominium association in the City of Essex Junction that could legally be sold as a separate entity as of January first of the year the fee is based on, and has a separate parcel identification number, map identification number or is identified as a separate parcel. Included in this definition are all roadways owned by the City, the State, and the Federal Government.

**“Private stormwater system owner”** shall mean the non-public owner of a stormwater system, including homeowner associations and any successors or assigns, consisting of, but not limited to, culverts, pipes, catch basins, treatment ponds, treatment devices, and/or stormwater infiltration systems.

**“Public stormwater infrastructure”** shall mean stormwater infrastructure such as, but not limited to, sewers, drains, culverts, pipes, catch basins, treatment ponds, treatment devices, and/or stormwater infiltration systems, all of which are under City ownership or within City easements, and which infrastructure has been accepted by the City as a component of the City stormwater system.

**“Residual Designation Authority (RDA)”** shall mean the authority granted to the United States Environmental Protection Agency and delegated to the State of Vermont to issue a permit directly to a party or parties discharging stormwater to a waterbody that has a TMDL and where discharges are contributing to water quality violations.

**“Shared stormwater system”** shall mean a stormwater system such as, but not limited to, culverts, pipes, catch basins, treatment ponds, treatment devices, sewers, drains, and/or stormwater infiltration systems that consist of both public and non-public stormwater infrastructure.

**“Stormwater”** shall mean any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

**"Structural"** BMPs are devices engineered and constructed to provide treatment and temporary storage of stormwater runoff.

**"Undeveloped Property"** shall mean any property that exists in a natural state.

**"Unpermitted stormwater discharges"** means a system discharging stormwater to a stream or watercourse that has never been issued any type of authorization to discharge stormwater by either the City or the State of Vermont.

**"Valid stormwater system"** shall mean a system that has been issued a stormwater permit by the City or the State of Vermont that is current concerning the issuance and expiration dates of the permit.

## **SECTION 1905. NPDES PHASE 2 MS4 REQUIREMENT FOR EXPIRED AUTHORIZATION TO DISCHARGE PERMITS**

- A. The Vermont Agency of Natural Resources (VANR) Authorization to Discharge Permit Number 7024-9014 issued to the City under NPDES MS4 General Permit 3-9014 requires the City to submit to the Secretary of VANR a plan for addressing expired stormwater permits discharging to the MS4 permittee's system, which was accomplished through the proposed adoption of this Ordinance.
- B. A compliance date of October 2015 is set within the Authorization to Discharge Permits for verification of the condition of all public and non-public stormwater infrastructure identified in and approved under each original expired permit that was met.
- C. On expired permits within the impaired waterways or with regard to discharges that have no permits in the impaired waterways, it is the intent of the VANR to either have these permits ultimately come under the umbrella of the City MS4 Permit or issue Residual Designation Authority (RDA) permits directly to each permittee or party responsible for the stormwater discharge not covered under the MS4 umbrella permit.

## **SECTION 1906. CLASSIFICATION OF STORMWATER SYSTEMS WITHIN THE CITY AS RELATES TO AUTHORIZATION TO DISCHARGE PERMITS**

Due to the complexity and variety of existing permit "ownership" and types of permits, the City has classified all valid stormwater system discharge permits and all expired stormwater permits into one of the following four types for purposes of determining permit responsibility:

1. **Type 1 Stormwater System** consists of a system of stormwater infrastructure that is entirely on public land (public rights of way, municipally-owned property, or on public stormwater easements) and owned by the City, including residential subdivisions or groups of houses with no non-public stormwater infrastructure, such as privately-owned catch basins or privately-owned stormwater pipelines connected into stormwater systems on public land (excluding private underdrain systems). For purposes of this Ordinance, a "private underdrain system" is stormwater infrastructure serving individual private lots or buildings from the private lot or building to the point of interconnection with public stormwater infrastructure.

- a. Examples of Type 1 stormwater systems include:
    - I. Public buildings such as municipal offices, police stations, fire stations, municipal highway garage complexes, schools, or other educational facilities with no on-site stormwater infrastructure (other than underdrains connected with public stormwater infrastructure) that do not discharge directly into a stream, and/or similar facilities.
    - II. Residential subdivisions with valid or expired permits in the City. Those residential subdivisions presently identified by the City as meeting the Type 1 criterion are listed in Table 1 in the Appendix to this Ordinance. Table 1 may be revised by the City, acting through its Municipal Manager or their designee(s) as such additional systems are identified.
  - b. Type 1 stormwater systems do not include any private lot, residential subdivision, or groups of housing covered under an expired stormwater permit that has non-public stormwater infrastructure such as catch basins and pipelines (excluding private underdrain systems) connected to public stormwater infrastructure.
2. **Type 2 Stormwater System** consists of a system of stormwater infrastructure that is entirely contained on private property, discharges directly or indirectly to a stream or other recognized water body and is not directly connected by piping to a Type 1 or Type 3 stormwater system.
- a. Examples of Type 2 stormwater systems include:
    - I. Private residential, commercial, or industrial systems that retain all stormwater flows onsite as originally designed and have valid or expired permits for such discharge, and private residential, commercial, or industrial systems that discharge some or all of their stormwater flows to a stream or other recognized water body.
    - II. Select stormwater systems in the City. Those private residential, commercial, or industrial systems presently identified by the City as meeting the Type 2 criterion are listed in Table 1 in the Appendix to this Ordinance. Table 1 may be revised by the City, acting through its Municipal Manager or their designee(s) as such additional systems are identified.
3. **Type 3 Stormwater System** consists of a shared stormwater system covered under either valid and/or expired stormwater permits that combines stormwater flow from both public and non-public stormwater infrastructure before discharging stormwater directly or indirectly into a stream, swale, or other method of water conveyance to waters of the State.
- a. Examples of Type 3 stormwater systems include:
    - I. Non-public stormwater infrastructure systems that discharge directly to public stormwater infrastructure; public stormwater infrastructure systems that discharge to non-public stormwater infrastructure; public and non-public infrastructure systems that discharge to a common stormwater pond or open swale on public or private property or an outfall pipe leading to a stream, swale or other conveyance to a recognized water body; other systems that combine stormwater flow from both public and non-public stormwater infrastructure; prior valid stormwater

permits involving both public and non-public components covered under one issued permit with responsibility defined in the permit between public and non-public contributors to a stormwater system.

- II. Those combined public-private systems in the City presently identified by the City as meeting the Type 3 criterion are listed in Table 1 in the Appendix to this Ordinance. Table 1 may be revised by the City, acting through its Municipal Manager or their designee(s) as such additional systems are identified.

#### 4. **Type 4 Stormwater System**

- a. Any other type of stormwater system not covered under Types 1 through 3.
- b. Unique stormwater systems with valid or expired stormwater permits not included in Types 1 through 3 have not been identified as of the date of adoption of this Ordinance. This category is reserved for such systems.
- c. Stormwater systems involving both City and Vermont Agency of Transportation (VTRANS) infrastructure.
- d. Those combined public-private systems in the City that are identified by the City as meeting the Type 4 criterion will be listed in Table 1 in the Appendix to this Ordinance created by the City, acting through its Municipal Manager. Table 1 may be revised by the City, acting through its Municipal Manager or their designee(s) as additional systems are identified.

### **SECTION 1907. METHODOLOGY FOR ESTABLISHMENT OF PERMIT RESPONSIBILITY FOR EACH TYPE OF STORMWATER SYSTEM**

#### **A. Type 1 Stormwater Systems**

1. The City accepts responsibility for all valid Type 1 stormwater system permits in the non-impaired waterways, all expired Type 1 stormwater system permits in the impaired waterways, and all future Type 1 stormwater system permits. These permits are consolidated under the City's NPDES MS4 General Permit 3-9014.
2. The City accepts responsibility for the operation, maintenance, repair, replacement, and upgrade of all public stormwater infrastructure included in Type 1 stormwater systems, except for private underdrain systems and overland stormwater flow systems from private lands such as driveways, open swales, and vegetated land. Such private underdrain systems and overland flow systems shall remain the responsibility of the property owner.
3. Acceptance of stormwater permit responsibility by the City does not relieve individual property owner(s) or housing and/or homeowner association(s), or any successor(s) and assign(s), from compliance with other sections of the City's stormwater ordinance or State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, fertilizer application with respect to phosphorous and overall compliance with best stormwater management practices as defined in adopted regulations or ordinances.

B. Type 2 Stormwater Systems

1. The City shall have no responsibility for the operation, maintenance, repair, replacement, or upgrade of non-public stormwater infrastructure identified in a valid or expired stormwater permit, or non-public stormwater infrastructure added subsequent to the original version of a valid or expired permit, to meet an approved Flow Restoration Plan (FRP) unless it is determined by the appropriate legislative body, in its sole discretion, to be in the City's best interests, as defined in Section 602.B above, to accept some or all of this responsibility.
2. The City may accept MS4 permit responsibility for valid or expired Type 2 stormwater system permits if requested by the current private stormwater system owner provided the following conditions are satisfied:
  - a. The private stormwater system owner under an original valid or expired permit enters into a written agreement with the City, which includes, at a minimum, the requirements set forth in section 1907(B)(2)(b), below. A form of the Type 2 Stormwater System Agreement is provided in Appendix B of this Ordinance. If the private stormwater system owner has not entered into a written agreement with the City, the City will request the State to use its RDA to require permit compliance by the holder of the expired Type 2 stormwater permit.
  - b. The written agreement specified in section 1907(B)(2)(a) by and between the City and a private stormwater system owner shall, at a minimum, require the following:
    - i. All applicable permit fees, including initial fees and all future renewal fees, if any such fees are required, shall be paid by the Type 2 private stormwater system owner.
    - ii. The Type 2 private stormwater system owner shall allow the City to hire a professional engineer, at no cost to the City of the Type 2 stormwater permit, to inspect and certify that the Type 2 non-public stormwater infrastructure complies with the infrastructure requirements as contained in the expired permit. Alternatively, the current holder of the expired non-public stormwater permit may hire a professional engineer, acceptable to the City, to perform the necessary inspection and certification. Future inspections that occur after the initial certification inspection of Type 2 non-public stormwater infrastructure shall be conducted by the City at no charge to the private stormwater system owner.
    - iii. The Type 2 non-public contributing stormwater permittee shall correct any deficiencies noted as a result of the engineer's inspection at their own expense
    - iv. The Type 2 non-public contributing stormwater system permittee shall be responsible for permanent maintenance, repair, replacement, and upgrade, if necessary, of all elements covered under the Type 2 stormwater system permit. The City shall conduct annual system compliance inspections to verify the condition and maintenance of the

- Type 2 stormwater system and report findings, and the responsible party identified under the Type 2 stormwater system permit.
- v. The Type 2 non-public contributing stormwater system permittee shall sweep clean all paved private roadways or parking lots at least twice per year and clean out all private catch basins whenever the depth of deposited material exceeds 50% of the depth of the catch basin sump or enter into an agreement with the City to perform the services for a fee.
  - vi. The failure of the Type 2 non-public contributing stormwater system permittee to perform the required actions under b. iv. and v. shall be deemed a violation of this Ordinance and shall subject the non-public contributing stormwater system permittee to penalties under Chapter 20 of the Municipal Code. The City has the right but not the obligation to take the necessary actions to ensure that the required maintenance is performed and otherwise correct any violation of this Ordinance.
  - vii. The cost of required stormwater system upgrades to the Type 2 stormwater system to meet the City's adopted and State approved FRP shall be borne by the non-public contributing stormwater system permittee unless it is determined by the City to be in its best interests as defined in Section 1902.B above to participate in some or all of the system upgrade project or project costs.
3. Any prior written agreements entered into by the City and non-public contributing stormwater system permittees shall remain in full force with respect to cost sharing and operation, maintenance, repair, and replacement of existing stormwater infrastructure.
- a. Permit responsibility and upgrades to meet the FRP are separate elements of stormwater responsibility not defined in previous agreements, and therefore, this Ordinance is the controlling document relative to permitting.
  - b. In the event of any conflict between pre-existing agreements and the ordinance, the pre-existing agreements shall control.
4. Acceptance of partial stormwater permit responsibility by the City shall not relieve non-public contributing stormwater system permittees from compliance with all other elements of the stormwater ordinance or applicable State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, fertilizer application with respect to phosphorous and overall compliance with best stormwater management practices as defined in adopted regulations or ordinances.

#### C. Type 3 Stormwater Systems

- 1. The City will not accept responsibility for operation, maintenance, repair, replacement, and upgrade to meet an approved FRP of non-public stormwater infrastructure identified in a valid or expired stormwater permit or non-public stormwater infrastructure added subsequent to the original version of the valid or expired permit, unless it is determined by the City Council, in its sole discretion, to be in the best interests of the City, as defined in Section 1902.B above, to accept some or all of this responsibility.
- 2. The City will accept MS4 permit responsibility on a proportional basis by relative impervious area contributed within the permitted area of the shared stormwater system for

the valid or expired Type 3 stormwater system permit if requested by the non-public contributing stormwater system permittee and provided the following conditions are satisfied:

- a. The Type 3 non-public contributing stormwater permittee shall enter into a written agreement with the City, which includes, at a minimum, the requirements set forth in Section 1906(b)(i)-(vii) above. A form of the Type 3 Stormwater System Agreement is provided in Appendix C to this Ordinance. If the non-public contributing stormwater system permittee has not entered into a written agreement, the City will request the State to use its RDA to require permit compliance by the Type 3 non-public contributing stormwater system permittee.
  - b. If the Type 3 non-public contributing stormwater system permittee elects not to enter into a shared agreement with the City on MS4 permit responsibility, the City shall comply with the requirements pertaining to the public stormwater infrastructure and may request the State to use its RDA over that portion of the shared stormwater system not included within an agreement with the City.
  - c. All applicable permit fees, including initial fees and all future renewals, if such fees are required, shall be shared between the municipality and the non-public contributing stormwater permittee based on relative impervious area, unless the appropriate legislative body determines that it is in the City's best interests, as defined in Section 1902.B above, that such fees shall be paid either on a larger percentage than relative impervious area or in full by the City. If the City accepts permit responsibility, then the intent is to consolidate the permit under the municipal NPDES MS4 General Permit 3-9014.
3. Any prior written agreements entered into by the City and the Type 3 non-public contributing stormwater system permittee shall remain in full force with respect to cost sharing and operation, maintenance, repair, and replacement of existing stormwater infrastructure.
    - a. Permit responsibilities and upgrades to meet the FRP are separate elements of stormwater responsibility not defined in previous agreements and therefore this Ordinance is the controlling document relative to these issues.
    - b. In the event of any conflict between executed pre-existing agreements and this Ordinance, the pre-existing agreements shall control.
4. Acceptance of MS4 Permit responsibility by the City does not relieve non-public contributing stormwater system permittees from compliance with other elements of the City's stormwater ordinance or State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, fertilizer application with respect to phosphorous and overall compliance with best stormwater management practices as defined in adopted regulations or ordinances.



**D. Type 4 Stormwater Systems**

1. Other stormwater systems with valid or expired stormwater permits that do not qualify as a Type 1, 2, or 3 stormwater system.
2. These systems shall be managed on a case-by-case basis, using the general procedures and methods as applicable from the three system types described herein.
3. Permits involving the City and VTRANS shall fall under this category. VTRANS is a separate MS4 permittee. Under a future adopted FRP for each impaired waterway, the City will negotiate an agreement with VTRANS on the level of shared responsibility and costs for meeting the TMDL requirement of each impaired waterway. In the event an agreement cannot be negotiated with VTRANS, the City will request VANR to use its RDA concerning those VTRANS direct or indirect discharges contributing stormwater flow to the impaired watersheds under the VTRANS MS4 permit.

**SECTION 1908. PENALTY**

Any person violating any of the provisions of Chapters 19-21 of the City of Essex Junction Municipal Code ("this Ordinance") shall be subject to a civil penalty of Five Hundred Dollars (\$500) for each violation. Each day that any violation of any of the provisions of this Ordinance or a permit issued hereunder continues shall constitute a separate offense. The City may recover all attorney's fees, court costs, and other expenses associated with the enforcement of this Ordinance including sampling and monitoring expenses.

**APPENDIX A**

**Table 1: Expired and Valid Storm Water Permits in the City of Essex Junction as of the Date of Ordinance as amended 10/22/2024**

Permit #	Project Name	Valid or Expired	Ordinance Type	Watershed
2-0855	Village Knoll-Woods End & Acorn	Valid	Type 1	Indian Brook
2-1103	Pleasant Street & East Street	Valid	Type 1	Indian Brook
1-1074	Countryside II Fairview Farms: Chestnut Lane	Valid	Type 2	Indian Brook
1-1074	Countryside II Fairview Farms: Spruce Lane	Valid	Type 2	Indian Brook
1-1074	Countryside II Fairview Farms: Walnut Lane	Valid	Type 2	Indian Brook
2-0835	Village Glen	Valid	Type 2	Indian Brook
1.1527.0111	Highland Village	Expired	Type 2	Sunderland Brook

1-0236	Brickyard	Valid	Type 2 & 3	Indian Brook
1-1074	Countryside II Fairview Farms: Locust Lane	Valid	Type 3	Indian Brook
2-0863	167 Pearl Street	Expired	TBD	Sunderland Brook

## Appendix B

## TYPE 2 STORMWATER SYSTEM AGREEMENT

This STORM WATER SYSTEM AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the [City of Essex Junction], a Vermont municipal corporation with a principal place of business at [City address] [2 Lincoln Street], Essex Junction, Vermont 05452 (the [“City”]), and \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (“Permittee”). The City and Permittee are sometimes each referred to in this Agreement as a “Party” or collectively as the “Parties.”

## WITNESSETH:

WHEREAS, the City has adopted Chapter 19 of the City of Essex Junction Municipal Code (“Chapter 19”) entitled Establishing Stormwater Permit Transfer Authority for Expired and Unpermitted Discharges to Impaired Waterways Regulation of; and

WHEREAS, the Storm Water Ordinance amendment identifies the requirements under Section 1907(B) necessary for the City to accept stormwater permit responsibility for a valid or expired Type 2 stormwater permit, as such type is defined in the Ordinance; and

WHEREAS, the Parties have identified that it is in their best interests to have the City accept stormwater permit responsibility by entering into this Agreement; and

WHEREAS, it is in the best interests of the Parties to work together to achieve State of Vermont stormwater permit compliance; and

WHEREAS, the Parties agree that the City has no responsibility for the operation, maintenance, repair, replacement, or upgrade of all non-public stormwater or stormwater-related infrastructure, or non-public stormwater infrastructure added to the original version of a valid or expired stormwater permit; and

WHEREAS, the City may in its sole discretion, if determined by the City Council to be in its best interests, to accept some or all of the operation, maintenance, repair, replacement, or upgrade of all non-public stormwater or stormwater-related infrastructure, at some future date;

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, and on the express condition that all conditions precedent described below are satisfied, the Parties agree as follows:

#### SECTION ONE

##### [CITY] OBLIGATIONS

The City agrees to accept full or shared permit responsibility for valid or expired storm water system permits as follows and also shall:

1. Hire a professional engineer, at no cost to the City, to inspect and certify that the Type 2 stormwater system, including but not limited to catch basins, storm pipes, and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit, unless such work is undertaken at no cost to the City by Permittee.
2. Conduct future inspections that occur after the initial certification inspection of Type 2 stormwater systems at no charge to the Permittee.
3. Conduct annual system compliance inspections to verify the condition and maintenance of the Type 2 stormwater system and report findings to the State and the Permittee.
4. Inspect and prepare an annual structural condition survey and extent of debris capture in all catch basins contributing to stormwater flow within the permitted area.
5. At the request of the Permittee, arrange for cleaning of non-public catch basins, and to bill such cleaning costs to the Permittee.
6. Make best efforts to minimize the impact on the Permittee's property and their business operations thereon in performing its obligations under this Agreement.

#### SECTION TWO

##### PERMITTEE OBLIGATIONS

Permittee shall:

1. Accept all responsibility for the operation, maintenance, repair, replacement, or upgrade of non-public stormwater infrastructure identified in a valid or expired stormwater permit, or non-public stormwater infrastructure added subsequent to the original version of a valid or expired permit, to meet an approved Flow Restoration Plan (FRP) unless it is determined by the City Council, in its sole discretion, to be in the City's best interests, as defined in Section 1902(B) above, to accept some or all of this responsibility.

2. To pay all applicable permit fees, including initial fees and all future renewal fees, if any such fees are required of the Type 2 stormwater system.
3. Hire a professional engineer, at no cost to the City, to inspect and certify that the Type 2 stormwater system, including but not limited to catch basins, storm pipes, and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit, unless Permittee requests such work be performed by the City and the City agrees.
4. Correct any deficiencies identified in the engineer's stormwater system inspection at their own expense prior to the date for system certification.
5. Maintain, repair, replace, and upgrade as necessary all stormwater infrastructure covered under the Type 2 stormwater system permit.
6. Sweep clean all paved private roadways or parking lots at least twice per year and clean out all private catch basins whenever the depth of deposited material exceeds 50% of the depth of the catch basin sump, or enter into an agreement with the City to perform the services for a fee.
7. Bear all costs of required stormwater system upgrades (if needed) to the Type 2 stormwater system to meet the City's adopted and State approved FRP unless it is determined by the City to be in its best interests as defined in Section 1902(B) of the Chapter 19 to participate in some or all of the system upgrade project or project costs.
8. Comply with all other elements of the stormwater Ordinance or other applicable State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, fertilizer application with respect to phosphorous and overall compliance with best stormwater management practices as defined in adopted regulations or ordinances.
9. Perform any necessary structural repairs to any non-public stormwater infrastructure beyond the annual routine maintenance within at least six (6) months of discovery of such needed structural repair or, if not repaired within six months of discovery, reimburse the City for all its costs for such catch basin repair plus a ten percent (10%) surcharge for associated administrative expenses relating to such repair.
10. Indemnify, defend, and hold harmless the City and its officers, employees, agents, and representatives for and from any claims for liability and or damages arising out of the City's performance of the required annual operations and maintenance and required testing of the stormwater infrastructure, including all catch basins and pipes, that may occur on Permittee's property, except to the extent such claims (a) arise from the gross negligence or intentional misconduct of the City or its employees, agents or contractors.

### SECTION THREE

#### MISCELLANEOUS

1. The City will notify the Permittee at such time as the FRP for the watershed in which the property lies is adopted as to any obligations of the Permittee to make on-site stormwater improvements as required under the FRP.

2. All payments required under this Agreement shall be due upon receipt of an invoice. Any payments not made within thirty (30) days of their due date shall accrue interest at a rate of one percent (1%) per month on the past due amount until paid in full.
3. The Parties covenant and agree that the conditions and obligations under this Agreement shall run with the land and shall accrue to the benefit of and be binding upon their respective successors and assigns as if they were parties to this Agreement. Any payments required under this Agreement not made when due shall constitute a lien on the property of the Party failing to make payment and shall be collectible in the same fashion as unpaid property taxes.
4. In the event a Party resorts to the judicial process to enforce another Party's obligations hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.
5. This Agreement shall be interpreted consistent with and governed by the laws of the State of Vermont.
6. This Agreement consists of the entire understanding between the Parties relative to its subject matter, and may not be modified orally, but only by a written instrument signed by all Parties.

**IN WITNESS WHEREOF**, the Parties have caused their corporate seal to be affixed hereto and these premises to be signed in its name and on its behalf by its duly authorized agent as of the day and date first written above.

\_\_\_\_\_, VERMONT

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Duly Authorized Agent

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Duly Authorized Agent

**STATE OF VERMONT**

)

)

**SS.**

**COUNTY OF CHITTENDEN**

)

At Essex Junction in said County this \_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_, personally

appeared \_\_\_\_\_ duly authorized officer of \_\_\_\_\_, and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed and the free act and deed of the City of Essex Junction.

Before me,

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF VERMONT )

) SS.

COUNTY OF CHITTENDEN )

At Essex Junction in said County this \_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_, personally appeared \_\_\_\_\_ duly authorized officer of \_\_\_\_\_, and he/she acknowledged this instrument, by him/her sealed and subscribed to be his/her free act and deed and the free act and deed of \_\_\_\_\_.

Before me,

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

#### Appendix C

### TYPE 3 STORMWATER SYSTEM AGREEMENT

This STORM WATER SYSTEM AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the [City of Essex Junction], a Vermont municipal corporation with a principal place of business at 2 Lincoln St Main Street, Essex Junction, Vermont 05452 (the ["City"]), and \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ ("Permittee"). The City and Permittee are sometimes each referred to in this Agreement as a "Party" or collectively as the "Parties." (**NOTE: May be multiple parties to sign**)

## WITNESSETH:

WHEREAS, the City has adopted Chapter 19 of the City of Essex Junction Municipal Code (“Chapter 19”) entitled Establishing Stormwater Permit Transfer Authority for Expired and Unpermitted Discharges to Impaired Waterways; and

WHEREAS, Chapter 19 identifies the requirements in section 605(C) necessary for the City to accept shared or full stormwater permit responsibility for a valid or expired Type 3 stormwater permit, as such type is defined in the Ordinance; and

WHEREAS, Permittee (***NOTE: May be multiple parties***) has identified that it is in their best interests to have the City accept stormwater permit responsibility by entering into this Agreement; and

WHEREAS, it is in the best interests of the Parties to work together to achieve State of Vermont stormwater permit compliance; and

WHEREAS, the Parties agree that the City has no responsibility for the operation, maintenance, repair, replacement, or upgrade of all non-public stormwater or stormwater-related infrastructure, or non-public stormwater infrastructure added to the original version of a valid or expired stormwater permit and shared responsibility on stormwater systems consisting of both public and non-public infrastructure; and

WHEREAS, the City may in its sole discretion, if determined by the City Council to be in the City’s best interests, to accept some or all of the operation, maintenance, repair, replacement, or upgrade of all non-public stormwater or stormwater-related infrastructure, at some future date;

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, and on the express condition that all conditions precedent described below are satisfied, the Parties agree as follows:

## SECTION ONE.

## CITY OBLIGATIONS

The City agrees to accept full or shared permit responsibility on a proportional basis by relative impervious area contributed by the public and non-public stormwater infrastructure within the permitted area for valid or expired stormwater system permits. The relative impervious area has been agreed as follows: City \_\_%; Permittee \_\_%. The City also shall:

1. Hire a professional engineer, at no cost to the Permittee, to inspect and certify that the Type 3 stormwater system, including but not limited to catch basins, storm pipes, and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit, unless such work is undertaken at no cost to the City on non-public stormwater infrastructure by Permittee.
2. Conduct future inspections that occur after the initial certification inspection of Type 3 stormwater systems at no charge to the Permittee.
3. Conduct annual system compliance inspections to verify the condition and maintenance of the Type 3 stormwater system and report findings to the State and the Permittee.
4. Inspect and prepare a structural condition survey and extent of debris capture in all catch basins contributing to stormwater flow within the permitted area.
5. At the request of the Permittee, arrange for cleaning of non-public catch basins, and to bill such cleaning costs to the Permittee.
6. Make best efforts to minimize the impact on any Permittee's property and their business operations thereon in performing its obligations under this Agreement.

## SECTION TWO

### PERMITTEE OBLIGATIONS

Permittee (***NOTE: May be multiple parties***) shall:

7. Accept all responsibility for the operation, maintenance, repair, replacement, or upgrade of non-public stormwater infrastructure identified in a valid or expired stormwater permit, or non-public stormwater infrastructure added subsequent to the original version of a valid or expired permit, or their portion of a shared stormwater system to meet an approved Flow Restoration Plan (FRP) unless it is determined by the appropriate City Council, in its sole discretion, to be in the City's best interests, as defined in Section 602(B) of the Chapter 19 to accept some or all of this responsibility.
8. Pay their proportionate share of all applicable permit fees, including initial fees and all future renewal fees, if any such fees are required of the Type 3 stormwater system, and
9. Hire a professional engineer, at no cost to the City, to inspect and certify that the non-public or shared portion of Type 3 stormwater system, including but not limited to catch basins, storm pipes, and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit, unless Permittee requests such work be performed by the City.
10. Correct any deficiencies on the non-public portion of the stormwater system identified by the engineer's stormwater system inspection at their own expense prior to the date for system certification.
11. Maintain, repair, replace, and upgrade as necessary all non-public stormwater infrastructure and share responsibility for portions of shared stormwater systems covered under the Type 3 stormwater system permit according to the percentages identified above.



12. Sweep clean all paved private roadways or parking lots at least twice per year and clean out all private catch basins whenever the depth of deposited material exceeds 50% of the depth of the catch basin sump on non-public private stormwater infrastructure or enter into an agreement with the City to perform such services for a fee.
13. Bear the cost of required stormwater system upgrades on non-public portions of the shared stormwater systems and to share in the costs of all shared elements of the stormwater system ( if needed) to the Type 3 stormwater system to meet the City's adopted and State approved FRP according to the percentages identified above unless it is determined by the City to be in its best interests as defined in Section 602(B) of Chapter 19 to participate in some or all of the system upgrade project or project costs.
14. Comply with all other elements of the stormwater Ordinance or other applicable State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, fertilizer application with respect to phosphorous and overall compliance with best stormwater management practices as defined in adopted regulations or ordinances.
15. Perform any necessary structural repairs to any non-public stormwater infrastructure beyond the annual routine maintenance within at least six (6) months of discovery of such needed structural repair or, if not repaired within six (months) of discovery, reimburse the City for all its costs for such catch basin repair plus a ten percent (10%) surcharge for associated administrative expenses relating to such repair; and share in such costs on shared elements of the stormwater system according to the percentages identified above.
16. To indemnify, defend, and hold harmless the City and its officers, employees, agents, and representatives for and from any claims for liability and or damages arising out of the City's performance of the required annual operations and maintenance and required testing of the stormwater infrastructure, including all catch basins and pipes, that may occur on Permittee's property, except to the extent such claims (a) arise from the gross negligence or intentional misconduct of the City or its employees, agents or contractors.

### SECTION THREE

### MISCELLANEOUS

17. The City will notify the Permittee at such time as the FRP for the watershed in which the property lies is adopted as to any obligations of the Permittee to make on-site stormwater improvements as required under the FRP.
18. All payments required under this Agreement shall be due upon receipt of an invoice. Any payments not made within thirty (30) days of their due date shall accrue interest at a rate of one percent (1%) per month on the past due amount until paid in full.
19. The Parties covenant and agree that the conditions and obligations under this Agreement shall run with the land and shall accrue to the benefit of and be binding upon their respective successors and assigns as if they were parties to this Agreement. Any payments required under this Agreement not made when due shall constitute a lien on the property of the Party failing to make payment and shall be collectible in the same fashion as unpaid property taxes.

20. In the event a Party resorts to the judicial process to enforce another Party's obligations hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.
21. This Agreement shall be interpreted consistent with and governed by the laws of the State of Vermont.
22. This Agreement consists of the entire understanding between the Parties relative to its subject matter, and may not be modified orally, but only by a written instrument signed by all Parties.

**IN WITNESS WHEREOF**, the Parties have caused their corporate seal to be affixed hereto and these premises to be signed in its name and on its behalf by its duly authorized agent as of the day and date first written above.

CITY OF ESSEX JUNCTION, VERMONT

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Duly Authorized Agent

PERMITTEE

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Duly Authorized Agent

STATE OF VERMONT )

) SS.

COUNTY OF CHITTENDEN )

At Essex Junction in said County this \_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_, personally appeared \_\_\_\_\_ duly authorized officer of \_\_\_\_\_, and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed and the free act and deed of the City of Essex Junction.

Before me,

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

DRAFT

**CITY OF ESSEX JUNCTION, VT****MUNICIPAL CODE****CHAPTER 20****REGULATION OF STORMWATER MANAGEMENT****SECTION 2001. PURPOSE:**

The purpose of this ordinance is to protect the public health, safety, and welfare of the City of Essex Junction through the regulation of stormwater discharges to the Municipal Separate Storm Sewer (hereafter “MS4”) as required by federal and state law and surface water in the City.

This includes:

- a) Adverse effects of erosion and stormwater discharge from new development and redevelopment
- b) Illicit discharges
- c) Impacts from impervious surfaces
- d) Adverse impacts on water quality
- e) Flood risk reduction

**SECTION 2002. INTENT:**

The intent of this ordinance is to allow no increase in stormwater runoff because of land development activity.

**SECTION 2003. APPLICATION:**

Any discharge of stormwater from developed property in the City shall be subject to the provisions of this division.

Required Approvals:

- a) No owner of Developed Property in the City shall change or alter, or allow to be changed or altered, the discharge of stormwater from such property without first obtaining a permit or approval required under this or any other City Ordinance, state law, or federal law. As used herein, change or alter shall mean an act done that will result in a direct or indirect impact on the contribution of stormwater into the Public Stormwater System.
- b) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public storm drain or appurtenance thereof.

**SECTION 2004. RELATION TO OTHER ORDINANCES**

If the provisions of these regulations conflict with the provisions of another valid and enforceable Ordinance(s), the stricter provisions shall prevail.

## SECTION 2005. ADMINISTRATION

Except where specifically noted in this Ordinance, the Water Quality Superintendent shall administer, implement, and enforce the provisions of this Ordinance. The powers and duties granted to and held by the Water Quality Superintendent in Chapters 19-21 of the City of Essex Junction Municipal Code may be delegated by the Water Quality Superintendent, at the Superintendent's discretion, to another qualified employee of the City of Essex Junction if the delegation is deemed appropriate and necessary by the Superintendent to achieve the intent and purpose of these Chapters.

## SECTION 2006. DOCUMENTS REFERENCED

- 1) City of Essex Junction Land Development Code

## SECTION 2007. DEFINITIONS

**"Authorization to Discharge Permits"** shall mean permits issued by the State of Vermont to discharge stormwater into receiving water bodies, which may or may not be valid permits at the time of adoption of this Ordinance.

**"Best Management Practices" or "BMPs"** shall mean any structural or non-structural site improvements recognized as the most effective and practical means to prevent and reduce stormwater volumes and flows to achieve water quality goals. BMPs include measures to prevent pollution and measures to mitigate pollution. BMPs include schedules of activities, prohibitions of practices, pollution prevention, education practices, natural resource protection, maintenance and operating procedures, management and treatment practices, and measures to control site runoff, spills, or leaks and reduce pollution.

**"Construction"** shall mean any clearing, grading, earthmoving, or excavating activity that results in land disturbance; the erection, placement, or assembly of any building or structure or additions thereto on any parcel; the moving and placement of any building, structure or materials onto any parcel.

**"Department of Stormwater"** shall mean the employees, contractors, or designees of the City of Essex Junction Water Quality Superintendent.

**"Developed Property"** shall mean any property that is altered from a natural state by construction, or installation of improvements such as buildings, structures, or other impervious surfaces.

**"Illicit Connections"** shall mean any drain or conveyance, whether on the surface or subsurface which allows an illegal discharge to enter the MS4, including but not limited to any conveyances that allow any non-stormwater discharge including sewage, process wastewater, laundry, and wash water to enter the MS4, and any connections to the MS4, from indoor drains, and sinks regardless of whether said drain or connection had been previously allowed, permitted or approved by an authorized state agency or by the City.

**"Illicit Discharge"** shall mean any direct or indirect non-stormwater discharge to the storm drain system.

**"Impaired waterways"** means rivers, lakes, or streams that do not meet one or more water-quality standards, and therefore, are considered too polluted for their intended uses.

**“Municipal Separate Storm Sewer System” and “MS4”** shall mean a collection system or conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains): (i) owned or operated by the City of Essex Junction or another designated MS4 entity that discharges to surface waters or groundwater; (ii) designed or used for collecting or conveying or discharging stormwater and groundwater entering the system; (iii) which is not a combined sewer; and (iv) which is not part of a Publicly Owned Treatment Works (POTW) as defined in 40 CFR, Section 122.2.

**“National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit”** shall mean a permit issued by the Environmental Protection Agency or the State of Vermont under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

**“Non-Stormwater Discharge”** shall mean any discharge to the MS4 that is not composed entirely of stormwater.

**“Parcel” and “Property”** shall mean any lot, subdivided piece of land, unit of land, any subset of land, land owned in common, or a condominium unit or condominium association in the City of Essex Junction that could legally be sold as a separate entity as of January first of the year the fee is based on, and has a separate parcel identification number, map identification number or is identified as a separate parcel. Included in this definition are all roadways owned by the City, the State, and the Federal Government.

**“Stormwater”** shall mean any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

**“Stormwater Runoff”** shall mean flow on the surface of the ground, resulting from precipitation.

**“Stormwater Treatment Practice (STP)”** shall mean measures, either structural or non-structural, that are determined to be the most effective, practical means of preventing or reducing point source or non-point source stormwater pollution inputs to stormwater runoff and water bodies.

**“Structural” BMPs** are devices engineered and constructed to provide treatment and temporary storage of stormwater runoff.

**“Unpermitted stormwater discharges”** means a system discharging stormwater to a stream or watercourse that has never been issued any type of authorization to discharge stormwater by either the City or the State of Vermont.

**“Water Quality Superintendent”** shall mean the person who manages the stormwater and wastewater departments. Also referred to as the Superintendent in this document.

## SECTION 2008. TECHNICAL REVIEW

In the event the Superintendent or Zoning Administrator finds, in the discharge of their duties under this Ordinance, that they require the assistance of qualified professionals in stormwater management, erosion control, engineering, or related fields to determine compliance with the provisions of this Ordinance, the Superintendent or Zoning Administrator, as applicable, may require an independent review of one or more aspects of a permit, plan or application, with the cost of the review to be paid by the applicant or permittee.

## **SECTION 2009. COMPLIANCE WITH EXISTING PERMITS**

It shall be a violation of this Ordinance of any owner of Developed Property that is subject to any local, state, or federal permit requirements regarding the discharge of stormwater to fail to comply with such permit requirements.

## **SECTION 2010. WATERCOURSE PROTECTION**

No person shall deposit or cause to be deposited in a watercourse or on the land impacted by runoff to the watercourse any trash, yard debris, or any other material that would pollute and adversely alter the natural flow of water through or can erode into the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. Natural riparian buffers and manmade watercourses established as part of a development and required by the City regulation shall be maintained.

## **SECTION 2011. PROHIBITION**

- a) Under the authority set forth in 24 VSA Chapter 59 and 24 VSA § 2291 Subsection 14, it is hereby declared that it shall be a public nuisance for anyone to contribute pollutants, illegally connect, or illegally discharge into the Municipal Separate Storm Sewer System (MS4), or otherwise discharge non-stormwater discharges in violation of the requirements of this Ordinance.
- b) Illicit discharge-No person shall throw, deposit, or leave in or upon any premise, parcel, driveway, parking area, street, alley, sidewalk, stormwater systems or surface water in the City of Essex Junction, any object or material, including but not limited to refuse, rubbish, garbage, animal waste, litter, yard waste, or other abandoned objects, that may cause or contribute to pollution, or interfere with the operation, maintenance, and access to the MS4. Wastes deposited in streets in proper waste receptacles for the purposes of collection are exempt.
- c) Illicit connection- the construction, use, maintenance, or continued existence of illicit connections to the MS4 are prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- d) The prohibition in this section shall not apply to any non-stormwater discharges permitted under the NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the United States Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver or order and other applicable laws and regulations, and written approval must be granted for any discharge to the MS4 by the Water Quality Superintendent.
- e) The following discharges are exempt:
  - a. Water line flushing with De-chlorinated Water
  - b. Landscape irrigation

- c. Diverted stream flows
- d. Uncontaminated groundwater, either naturally rising or pumped
- e. Uncontaminated groundwater infiltration into stormwater drains
- f. Discharges from potable water sources
- g. Uncontaminated foundation drains
- h. Air conditioning condensate
- i. Irrigation water
- j. Springs
- k. Uncontaminated water from crawl space pumps
- l. Uncontaminated water from footing drains
- m. Lawn watering
- n. Individual residential car washing
- o. Flows from riparian habitats and wetlands
- p. De-chlorinated swimming pool discharges
- q. Street wash water
- r. Discharges or flows from firefighting activities occurring during emergencies not involving hazardous materials or oil.
- s. Dye testing if approved by the City Engineer.

## **SECTION 2012. NOTIFICATION OF SPILLS**

Property owners or citizens responsible for facility operation and management who know or suspect the release of materials that may result in an illegal discharge to the stormwater system must immediately notify proper emergency response agencies. Release of non-hazardous materials shall be notified to the Water Quality Superintendent, Public Works Superintendent, or their designee.

## **SECTION 2013. REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORMWATER POLLUTANTS BY USE OF BEST MANAGEMENT PRACTICES**

Any person or entity owning, occupying, or having an interest in a property from which there has been an illicit discharge may be required to implement, at said person's or entity's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing discharge of stormwater associated with industrial activity to the extent practicable shall be deemed in compliance with the provisions of this Section.

## **SECTION 2014. POWER TO INSPECT**

Duly authorized representatives of the City of Essex Junction shall be permitted to enter and inspect all properties subject to regulation under this Ordinance for the purposes of inspection, observation, measurement, sampling, and testing as often as needed to determine compliance. Authorized persons shall have the right to set up devices as necessary to conduct monitoring and or sampling of any regulated discharge from a property. Authorized persons may also examine and copy records of a property owner, agent, or manager that must be kept under the conditions of an NPDES permit to discharge stormwater.



## **SECTION 2015. OPERATION AND MAINTENANCE**

All stormwater systems shall have a written, and approved, enforceable operation and maintenance agreement, duly recorded in the City land records with a copy sent to the Water Quality Superintendent, to ensure the system functions as designed. The maintenance agreement shall include a schedule for when and how often maintenance will occur and plans for annual inspections by a qualified individual to ensure proper performance of the facility between scheduled cleanouts. Where required, an annual report, which certifies the system has been inspected and maintained in accordance with submitted plans, must be submitted to the Water Quality Superintendent by September 1<sup>st</sup> of each year. City Staff may elect to audit some of the permits annually.

## **SECTION 2016. SUSPENSION**

The City may, without notice, suspend MS4 discharge access to a person or entity when such suspension is necessary to stop an actual or threatened discharge that presents or may present danger to the environment, health, and welfare of the MS4.

## **SECTION 2017. ENFORCEMENT REMEDIES GENERALLY**

An action, injunction, or other enforcement proceeding may be instituted in the Vermont Superior Court, Civil Division, by the City of Essex Junction to prevent, restrain, correct, or abate any violation or activity causing a violation or threatening to cause. The relief sought may include the right to enter onto private property to abate or correct the violation, to restrain any activity that would create further or future threatened violations, or to compel a person or persons to perform abatement or remediation of the violation; and to seek fines, penalties or damages for all costs, including reasonable attorney's fees, incurred by the City of Essex Junction in pursuing and obtaining such relief. In addition to any other remedies authorized in law or equity, the City of Essex Junction may seek an order specifically requiring:

- a) The elimination of illicit connections and/or non-stormwater discharges to the MS4;
- b) The discontinuance of practices, activities, or operations that lead to violations of this Ordinance;
- c) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property/parcel;
- d) The implementation of source control or treatment through the use of best management practices; the performance of monitoring, analysis, and reporting.

## **SECTION 2018. PENALTY**

Any person violating any of the provisions of Chapters 19-21 of the City of Essex Junction Municipal Code ("this Ordinance") shall be subject to a civil penalty of Five Hundred Dollars (\$500) for each violation. Each day that any violation of any of the provisions of this Ordinance or a permit issued hereunder continues shall constitute a separate offense. The City may recover all attorney's fees, court costs, and other expenses associated with the enforcement of this Ordinance including sampling and monitoring expenses.

**SECTION 2019. APPEALS TO CITY COUNCIL**

Any interested person who believes that the staff has committed an error in making a decision or taking an action may appeal such act or decision to the City Council by filing a written Notice of Appeal with the City Clerk within 15 calendar days of the subject action or decision. The Notice of Appeal must identify the decision or action appealed from and identify the issues on appeal.

The Council shall conduct a duly warned Public Hearing. The Council shall take testimony and consider all relevant evidence before it and issue a written decision. A party aggrieved by a decision of the City Council may appeal the decision to the Vermont Superior Court, Civil Division, within 30 days of the date of the decision pursuant to Vermont Rule of Civil Procedure 75.

**SECTION 2020. ULTIMATE RESPONSIBILITY**

The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend nor imply that compliance by any Person will ensure that there will be no contamination, pollution, or unauthorized discharge or discharge of pollutants.

**SECTION 2021. SEVERABILITY**

The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, it shall not affect the validity or application of other provisions of this Ordinance.

**CITY OF ESSEX JUNCTION, VT****MUNICIPAL CODE****CHAPTER 21****REGULATION OF STORMWATER UTILITY****SECTION 2101. PURPOSE**

- a) In November 2024, the City Council established the Essex Junction Stormwater Utility. The basic purpose of the utility is to administer the City's Stormwater Management Program, including stormwater infrastructure maintenance and repair, permitting, and capital improvements. The utility is a division of the City's Stormwater Department.
- b) The purpose of this Ordinance is to provide for the health, safety, and general welfare of the citizens of the City through the regulation of stormwater discharges to the stormwater system.
- c) The stormwater utility provides a stable and adequate source of revenue for the City's Stormwater Management Program which allocates the costs of stormwater services across every stormwater "user" in the City through a stormwater utility fee (or user fee). The impervious surface area on individual properties is the basis for the fee charged to property owners in the City. The stormwater fee that a property owner pays is directly proportional to the impervious surface found on the property.

**SECTION 2102. ADMINISTRATION**

Except where specifically noted in this Ordinance, the Water Quality Superintendent shall administer, implement, and enforce the provisions of this Ordinance. The powers and duties granted to and held by the Water Quality Superintendent in Chapters 19-21 of the City of Essex Junction Municipal Code may be delegated by the Water Quality Superintendent, at the Superintendent's discretion, to another qualified employee of the City of Essex Junction if the delegation is deemed appropriate and necessary by the Superintendent to achieve the intent and purpose of these Chapters.

**SECTION 2103. DOCUMENTS REFERENCED**

- a) City of Essex Junction Utility Billing Policy
- b) City of Essex Junction Stormwater Utility Credit Manual
- c) City of Essex Junction Land Development Code

**SECTION 2104. DEFINITIONS**

**“Best Management Practices” or “BMPs”** shall mean any structural or non-structural site improvements recognized as the most effective and practical means to prevent and reduce stormwater volumes and flows to achieve water quality goals. BMPs include measures to prevent pollution and measures to mitigate pollution. BMPs include schedules of activities, prohibitions of practices, pollution

prevention, education practices, natural resource protection, maintenance and operating procedures, management and treatment practices, and measures to control site runoff, spills, or leaks and reduce pollution.

**“Credit”** shall mean an annual reduction in a parcel’s normally calculated stormwater fee for certain qualifying activities that reduce the impact of increased stormwater runoff resulting from development, or provide an ongoing public benefit related to stormwater management. The annual reduction in fee is subject to continued compliance with the terms of this manual.

**“Department of Stormwater”** shall mean the employees, contractors, or designees of the City of Essex Junction Water Quality Superintendent.

**“Developed Property”** shall mean any property that is altered from a natural state by construction, or installation of improvements such as buildings, structures, or other impervious surfaces.

**“Equivalent Residential Unit”** (“ERU”) shall refer to the unit of measurement used to bill stormwater fees. It is equal to the square footage that represents the median of the area of impervious surface for all Single-Family Residential properties in the city.

**“Exempt from stormwater fee”** shall refer to 1) properties included within the limits of a railroad track right-of-way (property on which railroad stations, maintenance buildings, or other developed land used for railroad purposes is located shall not be exempt), 2) 1000 River St currently owned by GlobalFoundries, 3) properties that are required to develop and meet “Required Agricultural Practices” Sect.10V.S.A.§1264 and 4) those included within the limits of a public road right-of-way.

**“Impervious area, surface, or cover”** shall mean developed areas of land that prevent or significantly impede the infiltration of stormwater into the soil. Typical impervious surfaces include, but are not limited to roofs, sidewalks, walkways, driveways, parking lots, access extensions, alleys, and other paved, engineered, compacted, or gravel surfaces.

**“Municipal Separate Storm Sewer System” and “MS4”** shall mean a collection system or conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains): (i) owned or operated by the City of Essex Junction or another designated MS4 entity that discharges to surface waters or groundwater; (ii) designed or used for collecting or conveying or discharging stormwater and groundwater entering the system; (iii) which is not a combined sewer; and (iv) which is not part of a Publicly Owned Treatment Works (POTW) as defined in 40 CFR, Section 122.2.

**“Non-Single Family Residential”** (“NSFR”) shall refer to all properties that are not Single Family Residential. This includes government properties, including those owned by the City of Essex Junction, the State of Vermont, and the federal government.

**“Non- Structural BMPs”** BMPs that use natural measures involving site characteristics to reduce the volume of stormwater or eliminate the source of the pollutant.

**“Parcel” and “Property”** shall mean any lot, subdivided piece of land or real property, unit of land, any subset of land, land owned in common, or a condominium unit or condominium association in the City of Essex Junction that could legally be sold as a separate entity as of January first of the year the fee is based on, and has a separate parcel identification number, map identification number or is identified as a separate parcel. Included in this definition are all roadways owned by the City, the State, and the Federal Government.

**“Single Family Residential”** (“SFR”) shall mean property comprised of the following property types as defined in the city’s Land Development code: Dwelling, Single-Family, Dwelling, Two-Family or Duplex, or Dwelling, Three-Family or Triplex.

**“Stormwater”** shall mean any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

**“Stormwater Runoff”** shall mean flow on the surface of the ground, resulting from precipitation.

**“Stormwater Treatment Practice (STP)”** shall mean measures, either structural or non-structural, that are determined to be the most effective, practical means of preventing or reducing point source or non-point source stormwater pollution inputs to stormwater runoff and water bodies.

**“Structural BMPs”** are devices engineered and constructed to provide treatment and temporary storage of stormwater runoff.

**“Transportation Separate Storm Sewer System, or TS4”** shall mean Vermont Agency of Transportation owned or controlled state highways, sidewalks, multi-use pedestrian paths, welcome centers, airports, gravel pits, mineral mining facilities, maintenance facilities, park & rides, truck weigh stations, and other impervious surfaces, and Vermont Agency of Transportation owned facilities leased to third parties, except for rail lines, rail yards, public transit facilities, and rail trails.”

**“Undeveloped Property”** shall mean any property that exists in a natural state.

**“Water Quality Superintendent”** shall mean the person who manages the stormwater and wastewater departments. Also referred to as the Superintendent in this document.

## **SECTION 2105. ESTABLISHMENT OF STORMWATER UTILITY AND USER FEES**

- a) A user fee based on an equivalent residential unit (“ERU”) shall be imposed on every owner of non-exempt Developed Property within the City, including tax-exempt properties.
- b) The City Council shall have the authority to set and modify the user fee rates so that the total revenue generated by said charges, and any secondary sources of revenue, shall be sufficient to fund the City's Stormwater Program.
- c) The City Council shall establish by motion the annual rate for each ERU.
- d) Impervious areas in the City shall be re-evaluated periodically. The City Council shall, by motion, establish the square footage that constitutes one ERU on a periodic basis.
- e) Fees will be calculated in accordance with the property customer class: SFR or NSFR, as defined in Section 2104 above.

**SECTION 2106. ASSIGNMENT OF ERUs**

- a) Parcels containing less than 500 square feet of impervious area shall be assigned zero (0) ERU, regardless of customer class.
- b) Each SFR property is assigned one (1) ERU.
- c) Each NSFR property is assigned the number of ERUs equal to the measured impervious surface on the parcel divided by ERU value and rounded up to the nearest integer.
- d) Exempt properties shall include 1000 River Street, Essex Junction currently owned by GlobalFoundries, and property regulated under the Required Agricultural Practices for discharges of agricultural waste or agricultural nonpoint source pollution pursuant to 24 V.S.A § 4414(9) as amended.

**SECTION 2107. CREDITS**

- a) The City stormwater utility offers credits against the stormwater fee for stormwater service customers who undertake specific, approved actions that reduce the impact of stormwater runoff on the public stormwater system, or provide an ongoing public benefit related to stormwater management. A credit is an ongoing reduction in the fee.
- b) Stormwater fee credits are offered by the stormwater utility to NSFR properties. These are credits for approved stormwater treatment practices (“STPs”), educational credits, Transportation Separate Storm Sewer System (“TS4”) credits, and MS4 credits. Individual SFR properties are not eligible to receive credits. Credits will remain in effect as long as the STP is approved, maintained, and functioning as designed.
- c) To qualify for any of the user fee credits, the stormwater utility customer must submit a complete credit application form and submit it by mail or electronically by email to the Water Quality Superintendent. The application will be evaluated to determine the amount of credit that an individual parcel will be given, which shall be within the Water Quality Superintendent’s sole discretion. Eligibility for user fee credits is independent of the State Stormwater permitting process. Properties both with and without valid State Stormwater permits are equally eligible for user fee credits.
- d) Refer to the City’s Stormwater Utility Credit Manual for detailed definitions of each credit type, credit policies, and application approval process.

**SECTION 2108. BILLING AND COLLECTIONS**

- a) Stormwater user fees will be billed tri-annually and shall be reflected on the utility bills for each property owner, where applicable, or a separate Stormwater bill. The bill shall also state the ERUs allocated to each property.
- b) A Property owner may appeal an allocation of ERUs to the Water Quality Superintendent by submitting a written notice of appeal within fifteen (15) calendar days of the mailing date of the bill. The Water Quality Superintendent shall promptly communicate with the property owner and issue a decision on the allocation of ERUs. A property owner may appeal the Water Quality

Superintendent's determination regarding credit revocation in the same manner. The filing of an appeal shall not relieve a property owner of the obligation to pay the user fee when due.

- c) In the event any Stormwater user fee is not paid within thirty (30) days from the billing date, a late penalty charge will be added to the fee together with interest charges. The amount of the late penalty charge and the interest rate on the overdue accounts shall be the same as those applied to delinquent utilities. If such payment is not made, Stormwater user fees will be collected using the City's Delinquent Utility and Shut Off policy.
- d) Property owners have a right to appeal their bills if they believe that the fee is in error. The City's Stormwater bill appeal policies shall be up to the discretion of the City Manager and are outlined in the Billing Policy document.

## **SECTION 2107. ESTABLISHMENT OF ENTERPRISE FUND**

- a) The user fees, as well as any secondary sources of revenue, shall be used to fund the City's efforts to manage Stormwater in the municipality and operate the City's system for Stormwater collection, conveyance, and treatment.
- b) Revenues from user fees will be placed into the Stormwater Enterprise Fund and may be retained and expended in the manner set forth herein.
- c) The City Council shall establish a dedicated Stormwater Enterprise Fund in the City budget and an accounting system to manage all funds collected for the purposes and obligations of the Stormwater program. All revenues and receipts of the Stormwater program shall be placed in the Stormwater Enterprise Fund, which shall be separate from all other funds. Fees will be set at a rate that covers the costs associated with Stormwater management, collection, conveyance, treatment, planning, staffing, engineering, maintenance and repair, public education, capital improvements, technical assistance, customer service, and other services approved by the City to implement the purposes of the Stormwater program as set forth herein. The City Council may consider both Stormwater quality and quantity management needs in determining whether to expend any funds in the Stormwater Enterprise Fund, and the use of the fund is limited to operating expenses, nonoperating expenses such as equipment, payment of principal and interest on debt obligations, capital improvement projects, reserve expenses, and other costs as deemed necessary by the City Council. Excess revenues may be placed into a reserve fund and may be retained and expended pursuant to the provisions of this Chapter.

## **SECTION 2018. PENALTY**

Any person violating any of the provisions of Chapters 19-21 of the City of Essex Junction Municipal Code ("this Ordinance") shall be subject to a civil penalty of Five Hundred Dollars (\$500) for each violation. Each day that any violation of any of the provisions of this Ordinance or a permit issued hereunder continues shall constitute a separate offense. The City may recover all attorney's fees, court costs, and other expenses associated with the enforcement of this Ordinance including sampling and monitoring expenses.

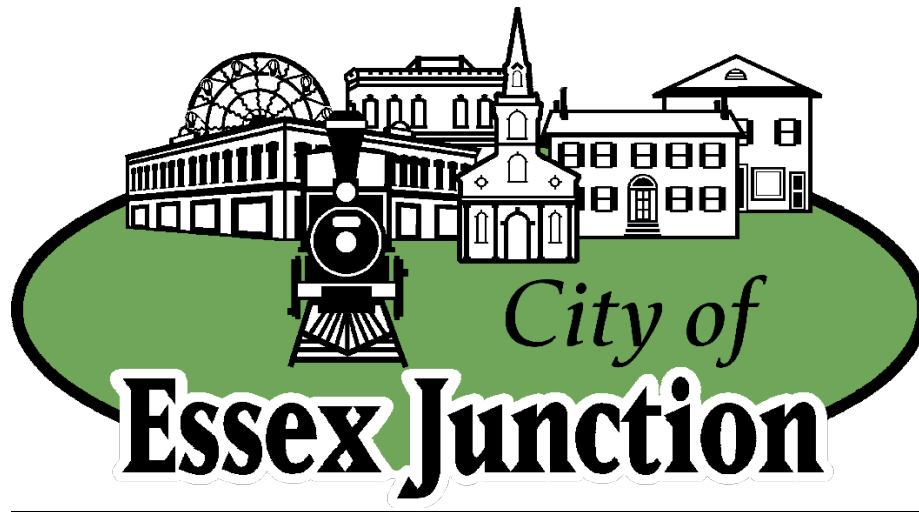
**SECTION 2019. APPEALS TO CITY COUNCIL**

Any interested person who believes that the staff has committed an error in making a decision or taking an action may appeal such act or decision to the City Council by filing a written Notice of Appeal with the City Clerk within 15 calendar days of the subject action or decision. The Notice of Appeal must identify the decision or action appealed from and identify the issues on appeal.

The Council shall conduct a duly warned Public Hearing. The Council shall take testimony and consider all relevant evidence before it and issue a written decision. A party aggrieved by a decision of the City Council may appeal the decision to the Vermont Superior Court, Civil Division, within 30 days of the date of the decision pursuant to Vermont Rule of Civil Procedure 75.

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# **Stormwater User Fee Credit Manual**

**November 13, 2024**

## **1. INTRODUCTION AND PURPOSE**

On November 13, 2024, the City Council for the City of Essex Junction established Chapter 21 Regulation of Stormwater Utility as part of the City's Municipal Code. The basic purpose of the utility is to administer the City's Stormwater management program, including stormwater infrastructure, maintenance and repair, permitting, and capital improvements.

The Utility provides a stable and adequate source of revenue for the City's stormwater management program that allocates the costs of stormwater services equitably across every stormwater "user" through a stormwater user fee. The area of impervious surfaces on a parcel is the basis of the fee charged to the parcel owner. Impervious surfaces are developed areas of land that prevent or significantly impede the infiltration of stormwater into the soil. Typical impervious surfaces include, but are not limited to roofs, sidewalks, walkways, private driveways, parking lots, access extensions, alleys, and other paved, engineered, compacted, or gravel surfaces. The stormwater fee that a parcel owner pays is directly proportional to the impervious area found on their parcel.

The Essex Junction Stormwater Utility offers credits against the stormwater fee for parcel owners who undertake specific, approved actions that reduce the impact of stormwater runoff into the public stormwater system, or provide an ongoing public benefit related to stormwater management. The credits will serve to equitably reduce the fee assessed to owners of such parcels. A credit is an annual reduction in fee subject to periodic recertification. This Stormwater User Fee Credit Manual ("Manual") details the policies and procedures for Stormwater Utility Credits.

Three different stormwater fee credits are offered by the Stormwater Utility to Non-Single-Family Residential Properties (NSFR). Individual Single-Family Residential Properties (SFR) are not eligible to receive credits. To qualify for the user fee credits, the Stormwater Utility Customer must fill out a credit application form and submit it to the Water Quality Superintendent with the applicable fee. The application will be evaluated to determine the amount of credit that an individual parcel will be given. Eligibility for user fee credits is independent of the State stormwater permitting process. Parcels both with and without valid State stormwater permits are equally eligible for user fee credits. These credits are discussed in the following pages.

## **2. DEFINITIONS**

For more definitions refer to the City of Essex Junction Municipal Code Chapter 20 Regulation of Stormwater Management and Chapter 21 Regulation of Stormwater Utility.

**Credit** shall mean an annual reduction in a parcel's normally calculated stormwater fee for certain qualifying activities that reduce the impact of increased stormwater runoff resulting from development, or provide an ongoing public benefit related to stormwater management. The annual reduction in fee is subject to continued compliance with the terms of this manual.

**Municipal Separate Storm Sewer System and MS4** shall mean a collection system or conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains): (i) owned or operated by the City of Essex Junction or another designated MS4 entity that discharges to surface waters or groundwater; (ii) designed or used for collecting or conveying or discharging stormwater and groundwater entering the system; (iii) which is not a combined sewer; and (iv) which is not part of a Publicly Owned Treatment Works (POTW) as defined in 40 CFR, Section 122.2.

**National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit** shall mean a permit issued by the Environmental Protection Agency or the State of Vermont under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

**Parcel and Property** shall mean any lot, subdivided piece of land, unit of land, any subset of land, land owned in common, or a condominium unit or condominium association in the City of Essex Junction that could legally be sold as a separate entity as of January first of the year the fee is based on, and has a separate parcel identification number, map identification number or is identified as a separate parcel. Included in this definition are all roadways owned by the City, the State, and the Federal Government.

**Stormwater Runoff** shall mean the flow of water on the surface of the ground, resulting from precipitation.

**Stormwater Treatment Practice (STP)** shall mean measures, either structural or non-structural, that are determined to be the most effective, practical means of preventing or reducing point source or non-point source stormwater pollution inputs to stormwater runoff and water bodies.

**Transportation Separate Storm Sewer System, or TS4** shall mean Vermont Agency of Transportation owned or controlled state highways, sidewalks, multi-use pedestrian paths, welcome centers, airports, gravel pits, mineral mining facilities, maintenance facilities, park & rides, truck weigh stations, and other impervious surfaces, and Vermont Agency of

Transportation owned facilities leased to third parties, except for rail lines, rail yards, public transit facilities, and rail trails.”

**Water Quality Superintendent** shall mean the person who manages the stormwater and wastewater departments for the City of Essex Junction (“Superintendent”).

### **3. GENERAL CREDIT POLICIES**

- a) Credit is given to eligible NSFR parcels as described in this Manual.
- b) Credits will remain in effect as long as the parcel is eligible as per the credit descriptions defined herein and remains in compliance with the requirements of this Manual.
- c) Multiple credits can be given to eligible parcels. The total credit to any given parcel cannot exceed 50% of the stormwater fee for that parcel except for the Vermont Agency of Transportation or MS4 entity, which will have a maximum credit allowance of 35%. At no time, will a parcel eligible for credits pay less than 1 equivalent residential unit (ERU).
- d) It is the responsibility of the parcel owner to apply for stormwater credits and provide the necessary information with the credit application. In addition, the parcel owner must successfully demonstrate compliance to continue to receive credit.
- e) The Department of Stormwater should be contacted with questions related to credits and credit applications. The Superintendent shall make all decisions involving approvals, denials, or revocations of stormwater credits.

### **4. CREDIT APPLICATION AND APPROVAL**

#### **A. Application Process**

- a) Credit applications can be found in the Appendix of this Manual or on the City of Essex Junction’s website <https://www.essexjunction.org/departments/stormwater/stormwater-utility>.
- b) Credit applications must be completed in full and submitted to the Department of Stormwater. Electronic submissions by email are preferred; however, U.S. mail is also accepted. The contact information for submitting applications can be found on the credit application forms.
- c) Credit applications must include calculations and an associated narrative demonstrating the STPs meet the technical criteria, design requirements, and/or applicable restrictions set forth as specified in the Vermont Stormwater Management Manual (“VSMM”), as amended.

- d) All engineering calculations, drawings, and inspection reports required by the application must be prepared and stamped by a Vermont Licensed Professional Engineer.
- e) Credit applications for non-structural practices must include site plans or other engineering documents that demonstrate that the non-structural practice complies with the “*Minimum Criteria for Credit*” outlined in the VSMM, as amended.
- f) Credit applications for new construction may be submitted to the Department of Stormwater as part of the normal development plan review process. However, the credit will not be approved based on site plans alone. The credit application approval requires that the STP must first be constructed and working in proper operating conditions before application approval.
- g) A Right-of-Entry or easement, as applicable, must be granted to the City to perform periodic inspections. Right-of-entry is presumed granted via the applicant’s or parcel owner’s signature on the credit application.
- h) If all requirements and conditions of this section are met, the credit will be granted upon successful completion of the credit application process and favorable City site inspection.

#### **B. Review of Credit Applications**

- a) Review will take place within 30 days after a complete application is submitted.
- b) The applicant will be notified of the approval or denial of the credit application electronically.

### **5. APPLICATION OF CREDIT TO BILL**

- 1. If credit applications are approved at least two months before an applicant’s next regularly scheduled bill issue date, the credit will be applied beginning with that next regularly scheduled bill.  
Credits will not be applied retroactively, and the Stormwater Utility will not refund any portion of the Stormwater fees paid before the approval of the Applicant’s Credit application.

### **6. COMPLIANCE**

- a) The Department of Stormwater will, at its discretion, undertake a periodic visual inspection of the BMPs being utilized to obtain a credit. The Superintendent may revoke credit at any time for non-compliance by providing thirty (30) days' written notice of a non-complying condition and intent to revoke the credit to the parcel. Non-complying conditions include the BMP facility not being functional or requiring unperformed maintenance. If the non-compliance is not cured by the parcel owner within 30 days, the Superintendent shall eliminate the credit. The parcel owner will then have to reapply for credit as outlined in this Manual.

- b) Properties or parcels that have been issued stormwater credits will be required to submit compliance statements every two (2) years from the date of credit issuance. The Superintendent may revoke credit for failure to submit this compliance statement by providing thirty (30) days written notice, notice being calculated from the date of the notice to the parcel owner. If the non-compliance is not cured within the thirty (30) day period, the Superintendent shall eliminate the credit. Before the credit is reinstated, the parcel owner will have to reapply for the credit as outlined in this Manual.

## **7. APPEALS**

The Superintendent's determination to grant, deny, or revoke user fee credits per this Manual may be appealed to the City Council. The party aggrieved shall deliver a Notice of Appeal to the City Clerk within 15 days of the date of the decision appealed from, providing a copy of the decision and stating the reasons for the appeal. The City Council shall hold a hearing to address the appeal. Any decision of the City Council may be appealed to the Vermont Superior Court, Civil Division, within 30 days of the date of the decision pursuant to Vermont Rule of Civil Procedure 75.

## **8. CREDIT CATEGORIES AND DESCRIPTIONS**

### **A) Stormwater Treatment Practice (STP) Credit**

- a) An STP Credit is available to NSFRs that design, construct, and maintain Stormwater Treatment Practices (STPs) that meet the treatment standards, sizing criteria, and/or non-structural criteria and restrictions contained in the (VSMM), as amended.
- b) The STP credit is a graduated credit that is based on the treatment standards that are implemented on an NSFR parcel. A parcel can implement one or more of the treatment standards, adding credit percentages up to 50% of the total Stormwater fee for that parcel. The total credit given to any parcel cannot exceed 50% of the Stormwater fee for that parcel. At no time will a parcel eligible for credits pay less than 1 equivalent residential unit (ERU).

Table 1 contains the available credit allocation for each treatment standard.

**Table 1. STP Credit Percentages**

<b>Treatment Standard or Criteria</b>	<b>Credit Amount</b>
Water Quality (WQ <sub>v</sub> )	15%

Groundwater Recharge (Re <sub>v</sub> )	15%
Channel Protection (CP <sub>v</sub> )	15%
Overbank Flood (Q <sub>p10</sub> ) or Extreme Storm (Q <sub>p100</sub> )	10%
Non-structural Practices	10%

- c) Properties or parcels that qualify for waivers of the Groundwater Recharge, the Overbank Flood (Q<sub>p10</sub>), or the Extreme Flood (Q<sub>p100</sub>) treatment standards are not eligible for the STP credit for the treatment standard that has been waived. For those properties or parcels that implement controls for both Q<sub>p10</sub> and Q<sub>p100</sub> treatment standards, a maximum of 10% credit is available for flood control STPs.
- d) Runoff Reduction. The Runoff Reduction Framework as outlined in the VSMM may be used to wholly or partially meet the treatment credits. The methods for meeting each treatment standard through runoff reduction are described in the VSMM.
- e) An STP submitted for credit must treat the stormwater to the full extent of the treatment standard as specified in the VSMM.
- f) For an STP to receive credit it does not have to treat all the stormwater on a parcel. Credit can be prorated for STPs that treat a portion of the impervious area on a parcel as long as the STP meets the requirements of the VSMM. For example, if a parcel contains 4 acres of impervious surface and installs an STP that treats stormwater from 2 acres of impervious surface to the full extent of the Water Quality Volume standard as specified in the VSMM, then that site is eligible for 50% of the WQv Credit. The site would receive a 7.5% reduction (i.e. the WQv credit is worth a 15% credit,  $50\% \times 15\% = 7.5\%$ ) to its Stormwater fee.
- g) STPs utilized at State permitted redevelopment sites that are designed to treat 50% of the Water Quality Volume (WQv) are only eligible to receive 50% of the WQv credit amount ( $50\% \times 15\% = 7.5\%$ ).
- h) An STP is only eligible to receive credit for the treatment standards for which it meets in the VSMM. If a pond is designed to meet all CPv criteria, but does not meet all WQv criteria, only the CPv Credit will be applied to the Stormwater treated.
- i) STPs that receive permit coverage through the City's MS4 Permit are eligible to receive credit as long as the applicant operates and maintains the STPs. Inspection and reporting conducted by City staff does not preclude these STPs from receiving credit.

- j) A homeowner's association common area may receive credit for eligible STPs that are operated and maintained by the homeowner's association. Credits issued to incorporated homeowner's associations for STPs will be applied only to that portion of the parcel served by the STP.
- k) An STP owned by an incorporated homeowner's association, but operated and maintained by the City is not eligible for credit.
- l) If non-structural practices as outlined in VSMM are employed on a site, allowing reductions in the required treatment volumes for water quality ( $WQ_v$ ) and recharge ( $Re_v$ ) credit is available. A maximum of 10% credit will only be applied to that portion of a parcel served by the non-structural practice These include:
  - Natural area conservation
  - Disconnect rooftop runoff and direct it to a pervious area that provides for infiltration and/or filtering
  - Disconnect non-rooftop runoff from impervious surface areas and direct to pervious areas that provide for infiltration and/or filtering
  - Stream buffers
  - Grass channels

Sufficient information must be supplied to the Superintendent to verify that STPs, as designed and constructed, meet the treatment standards and criteria and/or restrictions as specified within the VSMM. These include documents like hydroCAD and engineer drawings.

All STPs and non-structural practices must be operated and maintained in proper condition at all times to control stormwater runoff to the treatment standards and criteria specified within the VSMM, as amended. Failure of the applicant to meet these requirements will result in the discontinuance of the credit.

## **B) MS4 or TS4 Credit**

- a) A credit is offered to entities that have a valid National Pollution Discharge Elimination System (NPDES) permit and are required by the State of Vermont to comply with General Permit 3-9014 or 3-9007, as amended. This credit known as the MS4/TS4 Credit is offered in recognition of the permit compliance activities performed by the MS4/TS4 permittee that may reduce impacts on non-point source stormwater runoff and/or provide an ongoing public benefit related to stormwater management.
- b) MS4/TS4 credit applicants must submit a credit application to receive the credit.
- c) The credit amount is 35% of the total stormwater fee assessed to the parcel. If the MS4/TS4 entity owns multiple parcels and therefore receives multiple bills, the 35% credit will be applied to every fee assessed to the MS4/TS4 entity.
- d) At no time will a parcel eligible for credits pay less than 1 equivalent residential unit (ERU).



### **C) Stormwater Education Credit**

The Stormwater Education Credit is available to public and private schools that educate and inform their students about the importance of stormwater, local surface water, and groundwater resources and how they can be protected. The rationale behind this credit is that the information provided will translate into appreciation and stewardship of water resources and thereby reduce negative impacts on local streams, ponds, and lakes that can result from uninformed citizens. Approval on the sufficiency of the educational program to meet the requirements stated in the NPDES Phase II MS4 Permit 3-9014, IV.H.1a.5.d, is as follows: Develop elementary, middle school, or high school education curricula regarding local stormwater concerns based on new or existing material.

Approval of the credit application will result in a 20% credit of the assessed stormwater fee. The credit will be applied only to the school parcel(s) where the curriculum is taught. The total credit available to any parcel cannot exceed 50% of the stormwater fee for that parcel. At no time will a parcel eligible for credits pay less than 1 equivalent residential unit (ERU).

Schools that are interested in obtaining the Education Credit must submit a completed application form to the Department of Stormwater. The form will require a description of the educational program, a list of educational tools used, an estimated number of students that will/have received the education, the length of the educational program, and the schedule for providing refresher teacher training courses.

## **Appendix: Credit Application Forms**

## Memo

**To:** City Council

**From:** Susan McNamara-Hill, City Clerk/Treasurer

**Meeting Date:** November 13, 2024

**Agenda Item:** Department Head Conversation

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This is intended to be an opportunity for the Council to engage with the Department Head and to have a conversation that is not driven by a business item or budget need, but an honest look into their operations, staff, and services. The Department Head will begin with a few highlights from each of the three sections below before opening it up to a dialogue with the Council. The intention is for this conversation to be 10-15 minutes.

**Six-Month Department Look Back (celebrations, accomplishments, mistakes, challenges, staff, volunteers, community members, partnerships, budgets, programs, initiatives, efforts, etc.)**

- In July we moved out of our offices into the Senior Center. The arrangement worked out better than anticipated thanks to Harlan Smith and his crew from EJRP. Harlan was able to obtain some cubicles and office furniture from VLCT (they were downsizing) and set up many office spaces. Most of the 2 Lincoln staff is working remotely, and we miss the interaction with other departments, but it would be difficult to try to fit all of us into the space at one time. The Clerk's office continues to work on site as our jobs are not suited for remote work.
- In August we held the statewide Primary Election at the Fairgrounds. Everything seemed to go smoothly.
- On my mind right now is the General Election that was held on November 5<sup>th</sup>. Changes for this election were:
  - I spent the whole day at the polls
    - I intended to enter absentee ballots in the computer as they came in (this would save me time after the election). I did not have time to complete this process.
    - I did not anticipate that 138 voters would show up to the polls and need to register to vote. In the past, voters would fill out the registration form and be written in the book and vote. I would have to go through the stack of applications the next day and add them on the computer. Being at the polls meant I could add the new voters immediately. This way, if a voter was transferring their registration from another Vermont community, I would get a pop-up message indicating if they already voted in that community or if they were issued a ballot. For those that were issued a ballot from another community (but not voted), I would have them fill out an Affidavit of No Ballot Cast. The process of entering new voters in the computer was time consuming for the voter, but I think it was necessary.
  - We changed the traffic pattern for people exiting after voting. I did not get a chance to get outside so I do not know how well this worked. We did get some feedback from Tim

Shea that indicated it was working well, though additional parking attendants during the afternoon/evening busy times would be helpful in the future.

My experience at the polls was insightful and I plan to develop a training plan for our election officials. There are practices that can be improved upon, including how the check-in tables are handled, and how the write-in vote counts were handled.

Write-ins: Current state law requires that we enter all write-in votes in our Official Return of Votes report within 48 hours of the close of polls (made it with 2 hours to spare!). For one race, that meant listing 267 individual names (most with one vote each). Needless to say, gathering the information, adding and checking the numbers, and then entering the information in the system took me all day Wednesday and Thursday. A future improvement includes producing one summary sheet (rather than multiple) at the end of the night, with all the write-in votes tallied.

In addition to elections, the clerk's office is the collection point for all payments: Taxes, Utility billing, A/R, licenses, certified copies, etc. Utility bills were issued on October 21<sup>st</sup> as we were in the midst of dealing with the mail-in balloting and preparing for the General Election.

**Six-Month Department Look Ahead (celebrations, accomplishments, mistakes, challenges, staff, volunteers, community members, partnerships, budgets, programs, initiatives, efforts, etc.)**

- As we look forward to next year, I will continue to train Assistant Clerk Dan Brown in all aspects of the clerk's position.
- My new schedule of 32 hours/week starts January 1<sup>st</sup>. I anticipate taking one day off a week (Friday) with adjustments as necessary for staff vacations and busy times.
- We hope to have additional staff trained to take in payments, and assist in the clerk's office for those times when both Dan and I need to be out of the office.
- I will be meeting with the Board of Civil Authority and creating election worker training manuals and scheduling training for our volunteers.
- After five elections in one year, we are looking forward to conducting only one election in 2025.
- We have talked about looking into becoming a U.S. Passport Agency – I will pursue this further going into the New Year.

**Anything you think the Council should know**

- The clerk's office appreciates the support of the Council and welcomes questions and feedback.



## Memo

To: Essex Junction City Council  
From: Joanne Pfaff, Administrative Assistant  
Meeting Date: November 13, 2024  
Agenda Item: Recreation Advisory Committee Appointments

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**Issue:** The City has seven (7) open positions on the newly created Recreation Advisory Committee (RAC).

**Discussion:** We have received 7 applications for the RAC so far. One applicant interviewed at the October 30<sup>th</sup> meeting. The remaining 6 applicants are attending the meeting in person or via Zoom and are available for the City Council to interview:

- Cora Delucia (Interviewed 10/30/24)

The remaining 6 applicants will be available to be interviewed either in person or via Zoom.

- Jeff Dube (In-Person)
- Jocelyn Emilo (Zoom)
- Pat Lynch (In-Person)
- Bridget Meyer (In-Person)
- Nichole Rogerson (in-Person)
- Michael Thorne (In-Person)

**Cost:** None

**Recommendation:** It is recommended that the City Council enter Executive Session to consider appointments to the Recreation Advisory Committee.

### Recommended Motion:

Motion #1 "I move that the City Council enter into executive session to discuss the appointment of public officials, pursuant to 1 V.S.A. § 313(a)(3) to include the City Manager."

### Following Executive Session:

"I make a motion to appoint (Name) and (Name) to the Recreation Advisory Committee for an extended 1-year term ending in June of 2026."

"I make a motion to appoint (Name) and (Name) to the Recreation Advisory Committee for an extended 2-year term ending in June 2027."

"I make a motion to appoint (Name), (Name), and (Name) to the Recreation Advisory Committee for an extended 3-year term ending in June 2028."

**Attachments:** Applications for:

Jeff Dube

Jocelyn Emilo

Pat Lynch

Bridget Meyer

Nichole Rogerson

Michael Thorne.

## View results

Respondent

16

Anonymous

32:02

Time to complete

1. Full name \*

Jeff Dube

2. Phone number \*

[REDACTED]

3. Email \*

[REDACTED]

4. Address \*

[REDACTED]

5. I am interested in applying to join the \*

(note: if you are interested in more than one, please complete a separate application for each committee):

- ☐ Bike/Walk Advisory Committee
- ☐ Capital Program Review Committee
- ☐ Chittenden Solid Waste District (CSWD)
- ☐ Development Review Board
- ☐ Green Mountain Transit Board of Commissioners Alternate
- ☐ Planning Commission
- ☐ Police Community Advisory Board
- ☒ Rec Advisory Committee
- ☐ Town Meeting TV
- ☐ Tree Advisory Committee
- ☐ Tree Farm Management Group

6. Have you previously or are you currently an appointed member to the committee you are wishing to be appointed to? \*

- ☐ Yes
- ☒ No

## New Committee Members

7. Why are you interested in joining this committee? \*

I am interested in giving back to my community and feel that this committee aligns with my interests and experience very well. I am an active user and participant in the EJRP network (Maple St Playground/Pool, Preschool, and events) and want to make sure that EJRP reflects the needs and desires of the broader community, whether park user or not. I am committed to the success of Essex Junction and EJRP and want to make sure that EJRP maintains the high standard of excellence we have come to know from them, while remaining in high public opinion of the Junction's constituents. Park spaces and community events are vital to a healthy, engaged, and cohesive community.

8. What about you education, experiences, and background will help you be a contributing member to this committee? \*

I am a professional Landscape Architect, registered in the State of Vermont. I have been practicing first in Baltimore, then in greater-Burlington for roughly 8 years, focused mainly on public spaces and urban design. I have worked hand-in-hand with the general public, participating in many public engagement sessions, to make sure the community's vision is represented in the development of the final project. I hold a Masters Degree in Landscape Architecture from the University of Michigan, and a Bachelors in Environmental Sciences from the University of Vermont. Aside from my profession, I consider myself an active park user and community event participant. I have worked on several park "Friends" groups in Baltimore and can appreciate the level of planning, coordination, dedication, and cost that goes into many aspects of park maintenance and events.



9. What do you hope to accomplish during your term on this committee? \*

I hope to leverage my experience in park design and planning in a way that directly impacts the well-being of my community. With this, I plan to serve as the link between the community and EJRP to ensure that EJRP has the community's trust to implement a vision for recreation in Essex Junction that enhances the livability of the City for all.

10. Is there anything else you would like to say about your interest and application? \*

Thank you for your consideration of my application.

## View results

Respondent

23

Anonymous

08:25

Time to complete

1. Full name \*

Jocelyn emilo

2. Phone number \*

[REDACTED]

3. Email \*

[REDACTED]

4. Address \*

5. I am interested in applying to join the \*

(note: if you are interested in more than one, please complete a separate application for each committee):

- ☐ Bike/Walk Advisory Committee
- ☐ Capital Program Review Committee
- ☐ Chittenden Solid Waste District (CSWD)
- ☐ Development Review Board
- ☐ Governance Committee
- ☐ Green Mountain Transit Board of Commissioners Alternate
- ☐ Planning Commission
- ☐ Police Community Advisory Board
- ☒ Rec Advisory Committee
- ☐ Town Meeting TV
- ☐ Tree Advisory Committee
- ☐ Tree Farm Management Group

6. Have you previously or are you currently an appointed member to the committee you are wishing to be appointed to? \*

☐ Yes

☒ No

## New Committee Members

7. Why are you interested in joining this committee? \*

Recreation Advisory Committee

As a single mother of a child with autism I feel that there is a need in the community to join either together some adaptive sports to have some more supports with some of the programs for kids with special needs in the environment making it more inclusive for them and an option for them to join with neurotypical children or to engage in different programmings that we could collaborate with possible other resources and bring to the recreation in the town.

8. What about you education, experiences, and background will help you be a contributing member to this committee? \*

I have a bachelor's of science in public relations and a minor in sociology. I worked in business as an account manager in the medical device industry for 13 years, I currently work in cybersecurity. I am a born and raised vermonter growing up in different towns throughout the state. I now reside in Essex junction with my four-year-old son who has autism, global developmental delay in sensory processing disorder. I am a parent advocate for Vermont family network, I am a committee and parent advisor for building Bright futures of Vermont. I am on the Vermont interogracy council as a parent contributor, I also have recently joined the state parent advisory council as a participant regarding programs for children with developmental needs such as PCA's etc.

I am in a support group through Essex pediatrics for children with special needs and autism spectrum disorder. Apparent advocate for a few members of the community. And trying as well to start my own support group for parents and I would love that opportunity possibly to do it through Parks and recs. As I have heard there is a need. I'm very passionate about helping others and allowing kids with special needs to have the option to engage if they would like with neurotypical children through programs in our community.

9. What do you hope to accomplish during your term on this committee? \*

I would like to gauge the line between neurotypicals and kids with special needs autism specifically in manners where they can participate in some of the activities possibly bring in adaptive sports to be a supporting person in these options as nobody has really collaborated with them as they have told me. And I want kids to all have the option to participate in these activities that are community provides for our children. My son is four and has done soccer sparks but I would love it if let's say that and other options of programming could collaborate with adaptive sports or provide a one-on-one so these kids can join different activities with the support needed even if that is a high school kid or a college kid I want to make it accessible for all and have all kids feel inclusive and have the option to do so for parents.

10. Is there anything else you would like to say about your interest and application? \*

This is something that is a passion of mine. As mentioned I do put my child in neurotypical programming. I also have had him in adaptive programs he's only four but he's done soccer sparks, And I've had him in adaptive sports such as rock climbing at even just 4 years old. I'm trying to start a support group as mentioned for parents of kids with autism in the community looking for places that I could possibly do this to gauge the gap between parents and children and resources and give them a place to congregate.

I want everybody to feel inclusive and this is something that I'm passionate about myself but it would be great to bring it in the community and have more support to do so.

I am a single mother so my time could be limited at times because I do not have any extra help to babysit my son So I'm hopeful that some of these meetings would be via zoom or at least an option so that I could use my voice and engage but not worry about having to go to an in-person meeting constantly without having a babysitter for him.

I'm happy to have a few of these committees write a reference and hopefully I can get an option like I mentioned to do some virtual meetings or call in so I can engage like I do on all my other committees that would make it very much accommodating for me.

Looking forward to hearing from you.

Thank you for your time and consideration.

Jocelyn Emilo

## View results

Respondent

15

Anonymous

61:47

Time to complete

1. Full name \*

Patrick Lynch

2. Phone number \*

[REDACTED]

3. Email \*

[REDACTED]

4. Address \*

[REDACTED]

5. I am interested in applying to join the \*

(note: if you are interested in more than one, please complete a separate application for each committee):

- ☐ Bike/Walk Advisory Committee
- ☐ Capital Program Review Committee
- ☐ Chittenden Solid Waste District (CSWD)
- ☐ Development Review Board
- ☐ Green Mountain Transit Board of Commissioners Alternate
- ☐ Planning Commission
- ☐ Police Community Advisory Board
- ☒ Rec Advisory Committee
- ☐ Town Meeting TV
- ☐ Tree Advisory Committee
- ☐ Tree Farm Management Group

6. Have you previously or are you currently an appointed member to the committee you are wishing to be appointed to? \*

- ☐ Yes
- ☒ No

## New Committee Members

7. Why are you interested in joining this committee? \*

As the father of a young child, I've taken a deep interest in both our city's parks, as well as the youth program offerings from EJRP. I feel like any chance to contribute to the sustained health and success of our recreational offerings is something I should pursue.

8. What about your education, experiences, and background will help you be a contributing member to this committee? \*

I love Essex Junction and I love our parks. I know those aren't conventional resume lines, but over the past 4 years especially I've felt more connected to the kind of recreational opportunities (both structured and freelance) that our city has to offer. I've spent as much time at Cascade Park as anyone! Professionally, I'm a scheduling coordinator for a security company which makes me a creative problem-solver by nature. I'm interested in an opportunity to be apply those traits to something I'm interested in and affects me, my family, and families like ours across the city.

9. What do you hope to accomplish during your term on this committee? \*

I'd like to bring a fresh set of eyes to our parks and recreational offerings; see what's working for our community, and hopefully contribute new ideas for what \*can\* work for Essex Junction. I'd like to make sure Essex Junction is providing recreational opportunities that are not only a draw for our own residents, but are enticing to others from surrounding areas as well.

10. Is there anything else you would like to say about your interest and application? \*

I appreciate your consideration, and please let me know if you require any additional information.



## View results

Respondent

20

Anonymous

14:48

Time to complete

1. Full name \*

Bridget Meyer

2. Phone number \*

[REDACTED]

3. Email \*

[REDACTED]

4. Address \*

[REDACTED]

5. I am interested in applying to join the \*

(note: if you are interested in more than one, please complete a separate application for each committee):

- ☐ Bike/Walk Advisory Committee
- ☐ Capital Program Review Committee
- ☐ Chittenden Solid Waste District (CSWD)
- ☐ Development Review Board
- ☐ Governance Committee
- ☐ Green Mountain Transit Board of Commissioners Alternate
- ☐ Planning Commission
- ☐ Police Community Advisory Board
- ☒ Rec Advisory Committee
- ☐ Town Meeting TV
- ☐ Tree Advisory Committee
- ☐ Tree Farm Management Group

6. Have you previously or are you currently an appointed member to the committee you are wishing to be appointed to? \*

- ☒ Yes
- ☐ No

## Returning Committee Members

7. Why do you want to be reappointed to this committee? \*

As a longtime member and chair of the previous RAC, I was able to fulfill my commitment to public recreation available for all. The chance to serve again is irresistible!

8. What have you enjoyed about your time on this committee so far? \*

It's been awhile but I do remember the diligence of the staff and other RAC members to the goal of serving all in the City by providing parks and programs for all

9. What are two significant accomplishments this committee has made during your term? \*

Preschool and afterschool

10. What do you hope to accomplish by being reappointed for another term? \*

I hope to continue the good work by participating in EJRP strategic planning and by serving as a conduit to the community at large. As a senior citizen I'm interested in the establishment of our new senior center and activities for seniors.

11. Is there anything else you would like to say about your interest and application? \*

Wendy Johnson and I shared the honor of being recipients of the Theresa S. Brungardt Award, the highest honor bestowed by the Vermont Recreation and Parks Association. This was an honor and I'd like to continue deserving it!

## New Committee Members

12. Why are you interested in joining this committee? \*

xxxxxxxx

13. What about you education, experiences, and background will help you be a contributing member to this committee? \*

xxxxxxxxxx

14. What do you hope to accomplish during your term on this committee? \*

xxxxxxxxxxxxxxxxxxxx

15. Is there anything else you would like to say about your interest and application? \*

xxxxxxxxxxxxxxxxxxxx

## View results

Respondent

24

Anonymous

06:41

Time to complete

1. Full name \*

Nichole Rogerson

2. Phone number \*

[REDACTED]

3. Email \*

[REDACTED]

4. Address \*

[REDACTED]

5. I am interested in applying to join the \*

(note: if you are interested in more than one, please complete a separate application for each committee):

- ☐ Bike/Walk Advisory Committee
- ☐ Capital Program Review Committee
- ☐ Chittenden Solid Waste District (CSWD)
- ☐ Development Review Board
- ☐ Governance Committee
- ☐ Green Mountain Transit Board of Commissioners Alternate
- ☐ Planning Commission
- ☐ Police Community Advisory Board
- ☒ Rec Advisory Committee
- ☐ Town Meeting TV
- ☐ Tree Advisory Committee
- ☐ Tree Farm Management Group

6. Have you previously or are you currently an appointed member to the committee you are wishing to be appointed to? \*

- ☐ Yes
- ☒ No

## New Committee Members

7. Why are you interested in joining this committee? \*

I have been a long time member of the Essex community, and now with a young child I would like to get more involved in helping within the community.

8. What about you education, experiences, and background will help you be a contributing member to this committee? \*

Degree in Elementary Education, but currently working in marketing. A diverse background that would offer a different perspective on how to approach a new event, program or problem.

9. What do you hope to accomplish during your term on this committee? \*

Help to get new community members to the Rec events that might not have ever been to an event or participated in a program before.

10. Is there anything else you would like to say about your interest and application? \*

Excited for the possibility to try and help grow the rec department!

## View results

Respondent

17

Anonymous

1185:20

Time to complete

1. Full name \*

Michael G. Thorne

2. Phone number \*

[REDACTED]

3. Email \*

[REDACTED]

4. Address \*

[REDACTED]

5. I am interested in applying to join the \*

(note: if you are interested in more than one, please complete a separate application for each committee):

- ☐ Bike/Walk Advisory Committee
- ☐ Capital Program Review Committee
- ☐ Chittenden Solid Waste District (CSWD)
- ☐ Development Review Board
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- ☐ Green Mountain Transit Board of Commissioners Alternate
- ☐ Planning Commission
- ☐ Police Community Advisory Board
- ☒ Rec Advisory Committee
- ☐ Town Meeting TV
- ☐ Tree Advisory Committee
- ☐ Tree Farm Management Group

6. Have you previously or are you currently an appointed member to the committee you are wishing to be appointed to? \*

- ☐ Yes
- ☒ No

## New Committee Members

7. Why are you interested in joining this committee? \*

I have been a resident in the Junction since 1997. I have been invested in the community as a parent and as an athletic coach. A viable community needs to have a vibrant and flexible recreation department to meet the changing needs of its residents. Having resident engagement is an important supplement for the recreation operations to provide insight, address community concerns, and maintain active communication for Essex Junction residents.

I would appreciate having the opportunity to provide service to the Essex Junction community to work with the Committee to support the operational and recreational needs of the EJRP and the Junction residents.



8. What about your education, experiences, and background will help you be a contributing member to this committee? \*

Throughout my entire life I have been influenced by recreational sports, outdoor activities, multiple team\club sports as a participant,parent and coach. Recreational activity and athletic competition has provided me with many memories, established friendships, added to my quality of life, provided me opportunities, afforded me with life experiences, given me the opportunity to pay forward, share knowledge, and have experiences with my family and children.

I have a degree in Business Administration\Marketing, had a 34 year career with a worldwide leader in transportation logistics, played on multiple sports teams from grammar school into college, been involved in recreational activities my whole life and have been coaching male and female team sports for 35+years.

In recent years,during the post merger process, I served on the Essex Junction City Manager Criteria Search Committee.

9. What do you hope to accomplish during your term on this committee? \*

I was raised in southern Vermont until I relocated to the Chittenden County area with a work promotion in 1995. Living in a rural community outside of Rutland City provided me a great deal of opportunity to appreciate being outdoors and establishing relationships with peers in the community. Attending school in Rutland afforded me opportunities to participate in recreational activities in the City rec department and in school. I came to appreciate very early on the commitment and value employees and residents had for their recreation department and the need to continually evolve with the needs of the community many times through years of challenges. A well established recreation department has a direct correlation to the vitality of the quality of life in the community.

One of the benefits for our future family we established when buying our home in the Junction was the value of the then greater Essex community recreation opportunities, parks,programs and in the school system. This meant so much to us adding to the quality of life in the Junction. We see this in the number of residents who partake in the programs and offerings. This is something to be extremely proud of as a community which the Junction and Town have contributed to for several generations. That historical commitment must be maintained in the community core and moving forward as the current caretakers and benefactors.

I want to work with committee members to assist with this commitment to provide community value and pride, maintain community input and address the changing recreational\program needs of the community while doing so in a fiscally responsible manner.

10. Is there anything else you would like to say about your interest and application? \*

Having been a resident in the Junction since 1997 has provided our family with so much opportunity and given us a quality of life that we are very thankful for. We have established many friendships, live in a special neighborhood and have continued to enjoy the many opportunities provided in the Junction and surrounding community. Our family has been blessed.



# Winooski Valley Park District

**Ethan Allen Homestead**  
**Burlington, Vermont 05408**

Tel: (802) 863-5744   info@wvpd.org   www.wvpd.org   Fax: (802) 865-0647



November 4, 2024  
Regina Mahoney, City Manager  
City of Essex Junction  
2 Lincoln Street  
Essex Junction, Vermont 05452

Dear Regina:

We seek the City's support for Winooski Valley Park District's operations this coming year. As you may know, most of the WVPD's operating budget comes from its eight municipal members in the form of dues, based on each member community's relative population and the equalized property tax grand list.

WVPD is requesting a total of \$33,895 for FY 2026 from Essex Junction.

WVPD will continue to seek new revenues that reduce the reliance on municipal shares for operations and will continue to work as hard as possible to multiply the dollars that Essex Junction provides by motivating volunteers to help steward the parks, soliciting donated services, performing fee-based services for municipal clients, accepting donated or discounted property, acting as a fiscal agent for other organizations, and by writing grants. WVPD also expands its services to the community through partnerships with multiple organizations including conservation non-profits, land trusts, local conservation commissions, business groups, neighborhood groups and area schools and universities.

Our proposed FY26 operating budget (attached) includes notes to explain the rationale and assumptions behind different line items. Please do not hesitate to contact me if you have any questions.

Thank you for your support. The WVPD would not exist without its member municipalities!

Respectfully submitted,

Nick Warner  
Executive Director



# Winooski Valley Park District

**Ethan Allen Homestead**

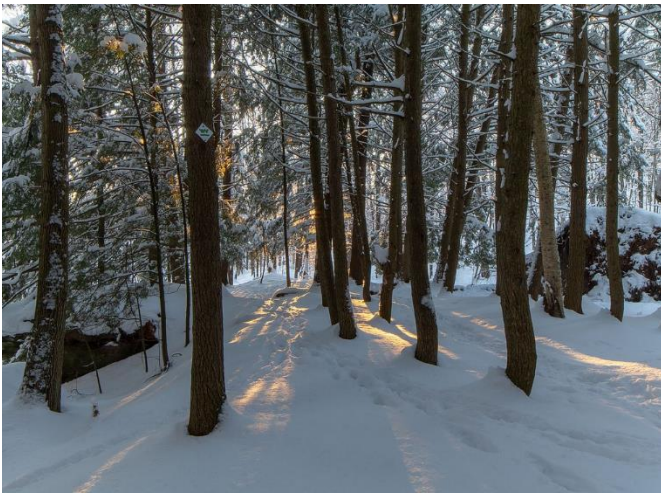
**Burlington, Vermont 05408**

(802) 863-5744   info@wvpd.org   www.WVPD.org



Date: October 22, 2024  
To: Essex Junction City Council  
From: Nick Warner Executive Director  
Tim Larned, Park Superintendent  
Lauren Chicote, Operations Manager  
Cc: George Tyler, Essex Junction Trustee  
Regina Mahoney, City Manager  
Re: Annual Report from Winooski Valley Park District

Thank you for your continued support of the Winooski Valley Park District. Your annual investment in this municipal partnership is leveraged each year with grants, leasing, donated services and materials, volunteer labor and strategic partnerships.



A Vermont Regional Municipality, WVPD owns and manages 1,757 permanently conserved acres across eighteen public parks on behalf of its eight member towns. In Essex Junction, this includes a portion of Woodside Park.

Three full time staff - Operations Manager Lauren Chicote, Park Superintendent Tim Larned, and Executive Director Nick Warner are joined by a seasonal crew that is fully engaged performing trail maintenance, litter pick-up, and managing the wear and tear of hard use throughout the WVPD's network of natural areas. Essex Junction's WVPD Trustee is George Tyler.

Leveraged resources at WVPD include grants for capital projects, strategic partnerships with public/private/non-profit entities, and access to discounted or donated labor and services. WVPD has increased its role as a Fiscal Agent and Grant Administrator for partner organizations, generating income and goodwill. WVPD currently has over \$700k in grants under management (including water quality upgrades, building upgrades, trail work, invasive management, signage system, capacity support), with more anticipated in the coming months. WVPD offers fee-based contracting services maintenance tasks on non-WVPD properties, generating income and expanding our impact. Grant-supported work by Vermont Youth Conservation Corps and other groups continue to flourish, as well as volunteer-supported tree plantings, invasive plant management, trash pickup and trail maintenance. This system is ingrained into our operations, with substantial work completed and multiple groups returning each year to assist.



Natural events have been dominating WVPD's work: three major floods and several high wind events have occurred over the past 18 months. Continued issues with shoreline erosion and storm damage are part of the "new normal" for WVPD - Tim and the crew have been busy with the reconstruction of walking bridges, puncheon, steps, and washed-out areas. Strategies for resilience include the relocation of trails, targeted shoreline plantings, and cabling of structures to ease their retrieval after flood events.



These tangible impacts of climate change have highlighted WVPD's responsibility as owner/manager of floodplains, shoreline, and wetlands – a role that is embraced by the organization. Going forward, WVPD will be proactive in working to mitigate impacts of climate change through its management practices and acquisition policies.



**Looking to the Future** In the past few years, WVPD welcomed your community into the fold, progressed on the addition of new parks in Williston and Winooski, upgraded park infrastructure and buildings, and accessed resources for additional upgrades and improvements. With climate change and water quality issues dominant, WVPD is at the forefront of the effort to preserve lands that can contribute to positive ecological change. Originally formed in response to the rapid land use changes in the late 1960's and 70's, WVPD's mission was focused on preserving areas of scenic beauty and providing recreational access. Now, WVPD is increasingly focused on ecological values and the ability of our landscapes to process floodwaters, host rare and endangered species, and provide top quality habitat – all while providing robust public access. Thank you for your support!!

## WINOOSKI VALLEY PARK DISTRICT: MUNICIPAL FAIR SHARE ANALYSIS **FY2025** VS. **FY2026**

WVPD Member Town	Town Pop. FY25	Town Pop. FY26	% of Pop. FY25	% of Pop. FY26	FY25 Equalized Education Property Values	Current Equalized Education Property Values	FY25 % Eq. Mun. Prop. Values	Current % Eq. Mun. Prop. Values	Sum of %'s FY25	Sum of %'s FY26	Fair Share FY25	Fair Share FY26	FY 2025 FUNDING REQUESTS	FY 2026 FUNDING REQUESTS
Burlington	44,595	44,528	34.62%	34.55%	\$59,397,389	\$64,910,504	27.96%	27.2%	62.58%	61.75%	31.29%	30.87%	\$129,573	\$135,887
Colchester	17,604	17,588	13.67%	13.65%	\$30,578,679	\$33,814,332	14.39%	14.14%	28.06%	27.79%	14.03%	13.9%	\$58,099	\$61,186
Essex	10,917	10,817	8.48%	8.39%	\$14,262,196	\$16,722,501	6.71%	7.0%	15.19%	15.39%	7.6%	7.7%	\$31,472	\$33,895
Junction Town of Essex	11,491	11,462	8.92%	8.89%	\$20,523,649	\$23,198,978	9.66%	9.7%	18.58%	18.59%	9.29%	9.3%	\$38,471	\$40,938
Jericho	5,095	5,089	3.96%	3.95%	\$8,477,768	\$9,585,549	3.99%	4.00%	7.95%	7.95%	3.98%	3.98%	\$16,481	\$17,519
South Burlington	20,624	21,043	16.02%	16.33%	\$43,513,838	\$50,088,339	20.48%	20.94%	36.5%	37.27%	18.24%	18.63%	\$75,533	\$82,007
Williston	10,104	10,092	7.86%	7.83%	\$27,213,548	\$30,922,899	12.81%	12.93%	20.67%	20.76%	10.33%	10.37%	\$42,777	\$45,648
Winooski	8,328	8,251	6.47%	6.41%	\$8,486,721	\$9,776,348	4.00%	4.09%	10.47%	10.5%	5.24%	5.25%	\$21,699	\$23,110
TOTALS	128,758	128,870	100%	100%	\$212,453,788	\$239,019,450	100%	100%	200%	200%	100%	100%	\$414,105	\$440,190

**Notes:**

- Population data is from the US Census Bureau
- All Education Property Values shown are 1/100 of actual (rounded off)
- Equalized Education Property Values are from the Vermont Department of Taxes

# **WINOOSKI VALLEY PARK DISTRICT**

## **FY2026 BUDGET NOTES**

### **BUDGET OVERVIEW**

This budget supports the FY2026 (July 1, 2025 – June 30, 2026) operations of the Winooski Valley Park District (WVPD), an incorporated Vermont municipality and 501(c)(3) non-profit supported primarily by annual allocations from eight member municipalities: City of Burlington, Town of Colchester, Town of Essex, City of Essex Junction, Town of Jericho, City of South Burlington, Town of Williston, and City of Winooski. WVPD's operations is governed by a Board of Trustees comprised of one representative from each member municipality.

The Winooski Valley Park District's mission is to plan, acquire, and manage lands and waters within the boundaries of its member municipalities in the Winooski River Valley for purposes of conservation, preservation of natural areas, establishment of parks, and resource-based education and recreation.

WVPD manages 18 regional parks and natural areas throughout its member municipalities comprising of 1,753 acres of conserved land with 24+ miles of publicly accessible passive recreation trails, and 13+ miles of shoreline along rivers, lakes, and ponds. Roughly 29% of WVPD's land holdings are floodplain forests and over 35% are wetlands. All WVPD managed land is under permanent conservation easements, deed restriction, and/or protective covenant. WVPD lands have high conservation value and are managed for habitat protection and connectivity; several are home to rare, threatened and endangered species. Parks are actively managed and used for passive recreation activities including walking, hiking, running, xc-skiing, snowshoeing, bird watching, fishing, and kayak/canoe access, along with nature-connection based activities such as photography and painting, and place-based environmental education. WVPD parks also provide numerous water quality and watershed health benefits such as flood mitigation and nutrient filtration to communities within the lower Winooski River Valley.

Operationally, WVPD maintains stable capital reserves and debt-free operations. Capital upgrade projects and land acquisitions are primarily funded through grants, philanthropy, and donations. Hundreds of hours of volunteer and pro-bono services are leveraged yearly to carry out park upgrades, trail maintenance, legal services, and project consulting.

WVPD is investing for the future. Capital upgrades over the next 1-5 years, primarily funded by outside resources, include significant upgrades in the Hill-Brownell Educational Center at the Ethan Allen Homestead, upgrades to informational signage in

the park system, improvements to the Wetlands Walk North boardwalk at Ethan Allen Homestead, and upgrades to park infrastructure system-wide. Grant requests are now being prepared for trail improvements, invasive plant management, park planning, and facility upgrade projects.

Three major flooding events since July 2023 have thrust WVPD into the world of water quality and clean water management. Two pilot projects to improve water quality – at Wolcott Family Natural Area and on Colchester Pond Road – are underway, and WVPD’s focus is on acquisitions/management of lands to support flood resilience and water quality.

### **Revenue Streams:**

WVPD’s largest source of operating revenue derives from annual formulaic payments from its member municipalities. To help offset this commitment, and to accommodate the growth and demands on the park system, WVPD accesses/enhances revenue streams through leasing, contracted work, acting as a Fiscal Agent for other entities, and from grant income.

WVPD is renovating several capital assets (Hill-Brownell Educational Center, Allen House cabin, Colchester Pond Farmhouse and Barn) that in turn will enhance long-term revenues through leasing. Partnerships are being established with outside entities for program and event delivery that also generate income. WVPD is upgrading and marketing rental facilities, renegotiating leases, and ramping up its’ contracted maintenance services.

To support revenue growth, and protect assets, WVPD staff carry out daily operations, work on capital upgrades, facilitate the expansion of the park system, and carry out site-specific management plans for each property in the WVPD portfolio.

Budget increases are driven by the increased cost of retaining experienced full-time staff, seasonal personnel costs; increased costs to health insurance, unemployment insurance, snow removal, rubbish/trash disposal, and building maintenance; in addition to longer parks maintenance seasons and additional park assets and growing parks portfolio to maintain. WVPD works to offset these increases over time using a model that promotes long-term revenue growth through leasing and contracted maintenance. WVPD will continue to seek operating capital and work to secure additional annual revenue streams.

### **Strategic Partnerships:**

WVPD leverages resources through strategic partnerships with several partner entities. At the Ethan Allen Homestead, a 294-acre property in Burlington's Intervale that includes the historic Ethan Allen cabin, and Hill-Brownell Education Center ("Museum Barn") which houses the Ethan Allen Homestead Museum (EAHM) and the Burlington Forest Preschool. The Ethan Allen Homestead Museum provides tours and educational programs and supports the preservation of the historic Ethan Allen cabin. The Burlington Forest Preschool operates a place-based, environmental education program that supports WVPD's mission in providing resource-based education. Both entities hold lease agreements generating rental income and utility reimbursement for the building.

Alnôbaiwi – a non-profit dedicated to preserving Vermont Abenaki cultural heritage – leases space in the WVPD office building and outdoor "Village" at the Ethan Allen Homestead are also generating rental income.

Burlington Wildways is a coalition of several public-facing land managers within the City of Burlington, including Burlington Parks, Recreation and Waterfront Department, Intervale Center, Rock Point, and WVPD. Burlington Wildways goals are to protect and connect the wild places and paths of the city, through collaboration on stewardship and trail maintenance initiatives the leverage resources and capacity across the partnership to advance stewardship, trail maintenance, and conservation goals within each organization. WVPD is the fiscal agent for the coalition, generating income for financial administration.

### **Grant Revenues:**

Grant income is utilized for specific projects and programs and is typically not relied upon for operating expenses. These revenues are generally offset by the costs of the projects, often with an in-kind match of labor/materials, with indirect and WVPD's administrative costs built in when possible. WVPD applies for grants supporting park/land acquisitions, trail construction and infrastructure upgrades, facility upgrades, safety equipment purchases, and natural resources management. Grants are aggressively pursued to offset any large projects/expenditures whenever possible.

WVPD has ramped up an important service to our non-profit partners, acting as a Fiscal Agent for various projects and initiatives. WVPD provides grant administration and reporting in return for administrative fees, creating additional income for WVPD while ensuring efficient grant processing.



### **Debts/Loans:**

Outside of the use of a credit card (balance paid off monthly), WVPD carries no mortgages or loans, and does not have any liens against any property or asset.

### **Financial Audit:**

WVPD completed a full financial audit for FY16, and commissions annual Financial Reviews (conducted by the same auditing firm through annual 990's reporting), with full audits scheduled on a five-year cycle. The pandemic has delayed the audit cycle. A financial review was conducted in fall of 2021 revealing no findings.

## **FY2026 BUDGET NOTES (by budget category)**

### **OPERATING INCOME**

#### **1. Municipal Support of Operations from Member Municipalities**

Dues from member municipalities are based on the most current available data for 1) Population and 2) Equalized Municipal Property Tax Grand List. These two variables are given equal weight in a formula that determines the portion asked of each municipality.

As an inter-municipal form of government, the WVPD has been supported by its member municipalities for the last 52 years. Elected officials signed an Agreement to create an inter-municipal conservation district in 1972. After that, a majority of voters from each member community voted to create and join the WVPD.

A new community officially joined WVPD in FY24: the City of Essex Junction was formed effective July 1, 2022. From WVPD's fiscal standpoint, this has had a null impact as the Essex Junction (and its' population/grand list) was formerly part of the overall Town of Essex which is now a separate municipality.

Member towns realize numerous benefits from WVPD: joint ownership and management control over 18 permanently conserved properties, direct representation on the WVPD Board, free and open access to all parks in the system, outstanding outdoor recreation opportunities, and a growing portfolio of properties that provide flood resilience, water quality and habitat conservation and protection. The sharing of resources across eight towns makes the system efficient, its governance allows its activities to be transparent, and its public access equitable.

## **2. Interest Income**

High interest rates are pursued, when possible, by investing in FDIC insured Certificates of Deposits. However, in recent years these rates have been highly variable and WVPD has not been making these investments but continues to use several interest-bearing bank accounts.

## **3. Caretaker House Rentals**

On-site caretakers provide site security and rental income at the Colchester Pond Natural Area and the Ethan Allen Homestead. Each caretaker residence currently pays \$7,800 per year for rent. In exchange for below market rent, each caretaker is available on weekends and after office hours to educate park visitors about park rules, open and close the park entrance gate year-round at dawn and dusk, monitor parking lot use, shovel snow for pedestrian access to information boards and fire hydrants in the winter, manage the picnic shelter at the Ethan Allen Homestead, and monitor the WVPD's other parks throughout the winter when the WVPD's seasonal maintenance crew is not available. With increases in park use at both facilities, the value of our caretaker's work increases over time.

The FY26 budget anticipates a rental rate increase to \$9,200 per year for both caretaker residences.

Caretakers are paid in pretax dollars at \$12/hour in the form of a rental rebate for additional services above and beyond routine services, as they arise. These expenses are included as a Park's Maintenance Expense. Additionally, the Colchester Pond caretakers are reimbursed \$720/year for electricity due to running a dehumidifier in the caretaker house basement for moisture control; this expense is included as a Buildings Maintenance Expense.

## **4. Facilities Rentals**

- **Farm Fields and Community Gardens:** The WVPD owns and leases farm fields at Colchester Pond in Colchester, the Ethan Allen Homestead in Burlington, and Muddy Brook Park in South Burlington. An additional farm field is managed for free in exchange for services at the Macrae Farm in Colchester. The first three farm fields are leased to farmers in a "break even" operation, where rental income is used to maintain the health of the soil. The benefits to the public are scenic vistas and full pedestrian access to the fields. The farm roads and bridges are maintained by the farmers and are used by the public. These acres are kept open and fertile and could easily be converted to food production.

The Association of Africans Living in Vermont (AALV) New Farms for New Americans (NFNA) program rents a 5+ acre community and teaching garden at the Ethan Allen Homestead.

The Vermont Garden Network, Janet S. Munt Family Room, and Burlington Area Community Gardens operate community and teaching garden programs at the Ethan Allen Homestead and reimburse WVPD for time mowing and maintaining the grounds around the garden spaces.

- **Alnobaiwi:** Per a lease agreement, Alnobaiwi provides a yearly lease payment for space in the WVPD office building at the Ethan Allen Homestead. Alnobaiwi covers the cost of heating (via a separate propane tank) for the space.
- **Ethan Allen Homestead Museum:** EAHM provides a yearly rent payment and utility reimbursements for space in the Hill-Brownell Education Center at the Ethan Allen Homestead. Current rental payment amount is based on a formula using the EAHM’s income from the past year.
- **Burlington Forest Preschool:** There are two classrooms in the Hill-Brownell Education Center at the Ethan Allen Homestead. Both classrooms, along with office and kitchen space, are rented to the Burlington Forest Preschool for their year-round operation. Burlington Forest Preschool also provides utilities reimbursement for the building.
- **Rentals of Picnic Shelter:** The Ethan Allen Homestead’s open-air picnic shelter tends to be reserved during most summer and fall weekends for small gatherings, such as birthday parties, showers, reunions, and meetings. Rental rates are as follows:

**2024 Picnic Shelter Rental Rates:**

<b>Small Groups</b> (35 people or less)	
Half day (4 hours or less)	\$65
Full day	\$100
<b>Large Groups</b> (36-65 people)	
Half day (4 hours or less)	\$95
Full Day	\$155

WVPD is perusing longer-term, reoccurring rental of this space for educational programs and camps. Two Roads Academy, an approved therapeutic independent school located in Colchester, Vermont, serving upper middle and high school students, will be renting the space for weekly outdoor programming starting this

fall (2024) for the remainder of the school year 2024-2025 school year. WVPD anticipates this to become a long-term relationship with the school and a model for other programs.

## **5. General Income**

This includes nominal donations, typically unsolicited by park users expressing their appreciation with a small donation.

In recent years, this line item has also been used to capture income from the sale of equipment, such as the sales of WVPD old work vehicles, maintenance equipment, and office furniture.

## **6. Grant Income**

WVPD has multiple open grants supporting various maintenance and programmatic projects. General operating/administrative costs are included in grant budgets when applicable and as indirect costs and captured in this line item. Other grant income/expenses are carried separately from the Operating Budget as they are project specific and can vary from year to year.

Current Open Grants include:

- Vermont Recreation Trails Program (RTP) for improvements to Colchester Pond trail (\$30,000)
- Lake Champlain Basin Program (LCBP) for upgraded signage at WVPD park information/welcome kiosks (\$39,700)
- Community Development Block Grant (CDBG) from the City of Burlington for improvements to the roof of the Museum Barn at the Ethan Allen Homestead (\$47,000)
- Chittenden County Regional Planning Commission (CCRPC) Basin 5 Clean Water Service Provider (CWSP) for Floodplain Reconnection at Wolcott Family Natural Area preliminary design (\$6,981)

WVPD acts as a Fiscal Agent for Burlington Wildways which generates income based on a percentage of funds raised for this collaborative effort.

Under an agreement with the Great Lakes Fisheries Commission (GLFC), WVPD will be a grant administrator for several grants awarded to Alnobaiwi and the Ethan Allen Homestead Museum starting in 2025. This will generate income based on a percentage of funds being administered and is expected to become a long-term partnership between WVPD and GLFC.

## **7. Contracted Park Maintenance**

WVPD utilizes some income from subcontracting services as part of the operations budget. This income is from trail maintenance and restoration projects conducted on non-WVPD lands. This is done on a contractual basis with municipalities and non-profits.

## **8. Other Operational Support**

Recently, through Planned Giving at the Vermont Community Foundation, a bequest was set up that will generate approximately \$6,000/year to WVPD in perpetuity. This fund can be supplemented over time to increase the yearly yield. Despite small annual gifts (<\$500/year total), this is the first gift of its kind to WVPD and was unexpected. How this can be leveraged in the future to grow annual income is a topic that WVPD will address this year.

Understanding that member municipalities face multiple budgetary constraints, WVPD committed to securing an additional \$20,000 in outside operational support for FY25 (realized through an operation support specific grant). WVPD is again committing to securing additional operational support for FY26.

# **OPERATING EXPENSES**

## **SALARIES**

### **1. A. Staff Salaries – Year-Round**

The WVPD has three salaried, year-round positions:

- Executive Director: Nick Warner has served as Executive Director since 2014.
- Park Superintendent: Tim Larned has worked for WVPD since 2002, originally as a Parks Maintenance Crew Member.
- Operations Manager: Lauren Chicote has been with WVPD since 2011, originally as the AmeriCorps Environmental Educator and then hired in 2013.

### **B. Staff Salaries – Temporary**

The WVPD hires several seasonal employees to maintain the parks April – October each year. They receive an hourly wage based on Burlington's livable wage amount, plus a \$500 incentive for staying through the end of the season. Typical maintenance season is planned from April through October, however the season can extend into November and December, or start in mid-late March, depending on the year and seasonal weather conditions, leading to increased seasonal personnel costs.

The WVPD pays three gate tenders to open and close park gates April – October each year. For Delta Park in Colchester the gate tender receives \$100/month. For Wolcott Family Natural Area (WFNA) in Colchester the gate tender receives \$200/month; due to the remote location of WFNA this rate is higher to compensate for additional travel to and from the park twice a day. WVPD added a gate tender for Derway Cove and Derway Island Natural Area in Burlington in 2024 at \$100/month.

### **C. Payroll Fees**

This line item is for the monthly fees plus annual W2 processing paid to WVPD's payroll processing service. A modest increase in the fee is anticipated each year.

## **EMPLOYEE BENEFITS**

### **2. FICA**

This is calculated as 7.65% of salaries per federal law.

### **3. Workers Compensation**

This is covered through the Vermont League of Cities and Towns (VLCT) and is dependent on VLCT classifications and rates. It is anticipated to remain relatively stable for FY26.

### **4. Unemployment Insurance**

This is covered by the Vermont League of Cities and Towns. Decreased from FY26 to reflect actual anticipated costs.

### **5. Dental Insurance**

WVPD provides dental insurance through the Vermont League of Cities and Towns for permanent, full-time staff. A slight premium increase for calendar year 2025 is expected.

### **6. Health Insurance**

WVPD offers the Blue Cross Blue Shield of Vermont menu from Vermont Health Connect. Previously employee coverage was based on a fixed amount, which were based on 2012 premium rates. The WVPD Board of Trustees approved changing WVPD's employee coverage to a percentage in 2024; WVPD will now cover 70% of the premium cost for health insurance for Full-Time Year-Round employees. With the anticipated 24% increase to premiums for 2025 announced by BCBS, WVPD anticipates a significant increase in health insurance coverage for FY26.

A \$2,400 per year incentive is provided for Full Time Year-Round employees who opt to be covered by a partner's health insurance instead of the WVPD's insurance. This reflects a \$100/month increase to the incentive from previous fiscal years, approved by the WVPD Board of Trustees in 2024.

Changes in individual employee coverage status (i.e., from one person to two-person or family coverage) can dramatically increase this line item. One WVPD staff member remains on their spouse's insurance creating some savings for this line item.

## **7. Retirement**

The WVPD has a 457 plan (analogous to a 401K) through the State of Vermont. Maintenance and administrative costs to the WVPD are minimal. Contributions by employees must be voluntary, by law. Assets are the property of the employee. The total contribution by the WVPD for the Operations Manager and the Parks Superintendent is 3% of their salary.

Anticipated annual contribution of at least 7.25% of salary is made to the Vermont Municipal Employees Retirement System (VMERS) for the Executive Director (current FY25 rate is 7%). Contribution percentage is set by the state on an annual basis and is anticipated to increase each year.

## **PARK EXPENSES**

## **8. Liability/Fire Insurance**

WVPD has property and liability insurance through the VLCT's PACIF program. WVPD is reimbursed for insurance costs from the EAHM for the historic Ethan Allen cabin and a portion of the Hill-Brownell Education Center and its contents related to the museum. This line item includes a mandatory \$1,130 management/membership fee (for FY24); an increase from previous fiscal years. Expected increases can be anticipated due to recent flooding, with WVPD assets part of the overall statewide "pool" of properties covered.

## **9. Travel/Auto**

The WVPD owns two pickup trucks (2006 Ford F350 purchased in FY21; 2004 Ford F350 purchased in FY20). This category includes fuel for the two vehicles plus mowers/weed whackers, along with preventative maintenance for the vehicles. Employees who use their own vehicles for WVPD business are reimbursed for mileage at the federal rate. Increases to fuel cost and increased maintenance needs/costs for the vehicles has led to an increase in this expense line. Maintenance of the vehicles was previously expenses to the Parks Maintenance line and has been moved to better reflect auto/vehicle expenses.

## **10. Utilities**

WVPD receives reimbursement for utilities cost of the Education Center at the Ethan Allen Homestead from the Burlington Forest Preschool and Ethan Allen Homestead Museum. On-site caretakers pay for their own utilities, except for City water in Burlington for the Ethan Allen Homestead Caretaker House. This line includes electric through the City of Burlington Electric Department, propane heat through Suburban Propane, water use and storm water charges from the City of Burlington Water Resources Department for the Ethan Allen Homestead buildings, and now annual storm water fee from the Town of Colchester for parks in Colchester. Unanticipated increases in utility rates can drastically impact this line item. The cost of propane continues to increase annually.

## **11. Buildings Maintenance**

Overall, the WVPD's 10 buildings\* have been kept in good condition. Capital improvements (roof upgrade on barn, drainage repairs on Allen House) are ongoing, with more anticipated in the coming years (Colchester Pond caretaker house and barn improvements). Maintenance to the buildings is being done by the WVPD's seasonal crew as preventative maintenance, when possible, instead of being contracted out as repairs. Annual expenses also include fees for sprinkler systems inspection, fire extinguisher inspections and replacement, water filtration system at the Colchester Pond house, and dehumidifier/moisture control reimbursements to caretakers.

### **\*Building Inventory:**

- a. Ethan Allen Homestead (6 structures total): 1 historic structure (Ethan and Fanny Allen's restored farmhouse), 1 caretaker residence, 1 picnic shelter, 1 outhouse, 1 administrative building (the WVPD's office, Alnobaiwi office/program space, public restrooms, and maintenance garage), and 1 large barn (converted to offices, classrooms, exhibit space, and public restrooms).
- b. Colchester Pond Natural Area (4 structures total): 1 caretaker house (historically significant), 1 detached garage/workshop, 1 milk house (historically significant), and 1 barn.

## **12. Parks Maintenance**

Increased usage of parks, vandalism, and major rain, wind, and flooding events are the biggest factors that can unpredictably drive-up maintenance expenses. Significant repairs and improvements to trail infrastructure are covered through project specific grants whenever possible.



This expense line covers materials and equipment for work performed by the WVPD's seasonal maintenance crew to maintain the park portfolio of over 1,750 acres of land and 24+ miles of trails. This work includes mowing lawns, routine trail maintenance, picking up litter and other debris/trash, building and installing park signage, picnic tables, foot bridges, fences, beaver baffles, gates, water bars, benches, canoe access stairs, and informational kiosks. Routine maintenance for mowers, brush-hogs, and weed whackers, along with purchase and replacement of trail building/maintenance tools and materials is also included in this expense line.

### **13. Snow Removal**

Two parks require snow removal and sanding – Ethan Allen Homestead in Burlington and Colchester Pond in Colchester. City of Burlington Parks, Recreation, and Waterfront Department provides snow removal and sanding for the Ethan Allen Homestead through a seasonal contract; Colchester Pond is sources through a private contractor. This line item can change significantly from year to year depending on winter conditions and the need for snow and ice management.

### **14. Subcontracted Services**

With the purchase of new equipment and training, WVPD seasonal maintenance crew performs most maintenance tasks that used to require hiring a contracted service. This line item includes routine work that must be done by a professional because it requires equipment or expertise beyond that possessed by WVPD's staff, such as:

- a. Hazardous Tree Removal: Removal of dead, standing trees that cannot be safely removed in-house, and large trees damaged or down by high wind/storm events. Specialized equipment and experience are required when the tree is close to a structure or too large to be safely done WVPD staff.
- b. On-call Services: This includes services outside of routine annual maintenance for WVPD's furnaces, septic tanks, vault toilets, overhead doors, water filtration system, alarm systems, and sprinkler system.
- c. IT Support: Computer network maintenance, updates, and recommendations on new hardware and software purchases.
- d. Park Signs: Fabrication of one new park entrance sign per year at \$1,000.

### **15. Rubbish Removal**

Illegal dumping at WVPD parks can cause this expense to increase unexpectedly. This expense covers disposal fees for of large items (appliance, construction debris, tires, furniture, etc.) dumped at parks, cleanup and removal of abandoned encampments, and

cleanup of general park litter at 18 parks. It also includes hauler expenses for monthly rubbish and recycling at the Ethan Allen Homestead, and office compost disposal.

## **OFFICE EXPENSES**

### **16. Telephone/Email/Internet/Fax**

This line item includes expenses for the WVPD office telephone and emergency/security line to the Ethan Allen House, employee cell phone usage (for Parks Superintendent), office internet connection, and website hosting/maintenance and domain fees.

### **17. Postage**

WVPD relies primarily on electronic communications. These costs are related to correspondence that must be mailed (bills, legal notices, etc.).

### **18. Supplies**

This line item covers general office supplies, furniture, and equipment, janitorial supplies, and supplies for a laminating machine for signage production in house.

### **19. Financial Review (990)**

Preparation of the annual 990 Non-profit Tax reporting and associated financial compilation/review by an accountant. This expense was previously included in the Subcontracted Services expense line, and broken out into its own expense line to better reflect actual expenses.

### **20. Copies**

This covers maintenance of the WVPD office printer/copier machine in a yearly service contract (paid monthly based on usage). This category also includes the cost of color and/or oversized copies based on usage.

### **21. Employee Trainings**

This provides funding for employees to learn new skills and complete voluntary trainings. WVPD works to retain skilled staff and build organizational capacity through a proactive program of training. Grants are being sought to add new training opportunities.

### **22. Membership**

Includes members for the Vermont Trails and Greenways Council, and the Vermont Recreation and Parks Association – organizations directly related to WVPD's programs and activities that provide member benefits and access to some funding sources.

## **PUBLICITY EXPENSES**

### **23. Events**

This includes items for events that are not covered by outside sources.

### **24. Printing/Advertising/Exhibits**

This provides for WVPD promotions/displays at events and programs, for printing signs and notices, and for occasional advertising for recruitment.

### **25. Conferences**

WVPD staff participates in conferences and trainings directly relevant to upgrades of operations and staff development. In addition, this covers mandatory attendance of conferences as a condition of some grant sources.

# WINOOSKI VALLEY PARK DISTRICT

## APPROVED FY2026 OPERATING BUDGET

(July 1, 2025 - June 30, 2026)

Approved by WVPD Board of Trustees at October 24, 2024 Trustee Meeting

OPERATING REVENUE	Actual FY2024	Budgeted FY2025	Approved FY2026
1. Municipal Support from Member Towns	\$389,073.00	\$414,105.00	\$440,190.00
2. Interest	\$170.02	\$200.00	\$200.00
3. Caretaker House Rental	\$15,600.00	\$16,500.00	\$19,200.00
4. Facility Rentals	\$32,590.00	\$31,250.00	\$36,000.00
5. General Income	\$8,328.20	\$2,500.00	\$3,000.00
6. Grant Income	\$15,000.00	\$5,500.00	\$8,000.00
7. Contracted Parks Maintenance	\$3,916.60	\$5,500.00	\$6,000.00
8. Other Operational Support	- -	\$20,000.00	\$26,000.00
<b>Total Operating Revenue</b>	<b>\$464,677.82</b>	<b>\$495,555.00</b>	<b>\$538,590.00</b>

OPERATING EXPENSES	Actual FY2024	Budgeted FY2025	Approved FY2026
<b>Salaries</b>			
1. A. Staff Salaries - Year Round	\$218,182.24	\$231,500.00	\$241,500.00
1. B. Staff Salaries - Temporary	\$67,124.01	\$98,000.00	\$103,000.00
1. D. Payroll Fees	\$1,605.09	\$1,700.00	\$1,850.00
<b>Subtotal Salaries</b>	<b>\$286,911.34</b>	<b>\$331,200.00</b>	<b>\$346,350.00</b>

<b>Employee Benefits</b>			
2. FICA	\$20,894.11	\$25,000.00	\$26,550.00
3. Workers Compensation	\$6,593.00	\$6,250.00	\$6,900.00
4. Unemployment Insurance	\$3,627.00	\$4,250.00	\$3,900.00
5. Dental Insurance	\$1,651.98	\$1,875.00	\$1,885.00
6. Health Insurance	\$22,771.76	\$34,800.00	\$42,000.00
7. Retirement	\$9,593.09	\$9,000.00	\$10,500.00
<b>Subtotal Benefits</b>	<b>\$65,130.94</b>	<b>\$81,175.00</b>	<b>\$91,735.00</b>

<b>Park Expenses</b>			
10. Liability/Fire Insurance	\$13,826.70	\$9,250.00	\$14,000.00
11. Travel/Auto	\$8,265.93	\$3,750.00	\$9,000.00
12. Utilities	\$8,372.08	\$10,575.00	\$10,575.00
13. Buildings Maintenance	\$26,571.43	\$16,250.00	\$16,250.00
14. Parks Maintenance	\$21,118.75	\$20,550.00	\$20,550.00
15. Snow Removal/Sanding	\$485.00	\$2,500.00	\$2,500.00
16. Subcontracted Services	\$11,625.00	\$6,000.00	\$6,000.00

17. Rubbish Removal	\$2,946.83	\$2,750.00	\$3,000.00
<b>Subtotal Park Expenses</b>	<b>\$93,211.72</b>	<b>\$71,625.00</b>	<b>\$81,875.00</b>

	<b>Actual FY2024</b>	<b>Budgeted FY2025</b>	<b>Proposed FY2026</b>
<b>Office Expenses</b>			
18. Phone, Email, Internet, and Fax	\$4,550.09	\$3,750.00	\$3,900.00
19. Postage	\$136.00	\$275.00	\$150.00
20. Supplies	\$2,233.91	\$4,000.00	\$3,000.00
21. Financial Review (990)	--	--	\$9,000.00
22. Copies	\$281.25	\$300.00	\$300.00
23. Employee Trainings	\$0.00	\$1,000.00	\$500.00
24. Membership	\$320.00	\$380.00	\$380.00
<b>Subtotal Office Expenses</b>	<b>\$7,521.25</b>	<b>\$9,705.00</b>	<b>\$17,230.00</b>

<b>Publicity Expenses</b>			
25. Events	\$330.11	\$100.00	\$100.00
26. Printing/Advertising/Exhibits	\$250.00	\$400.00	\$300.00
27. Conferences	\$1,090.47	\$1,000.00	\$1,000.00
<b>Subtotal Publicity</b>	<b>\$1,670.58</b>	<b>\$1,500.00</b>	<b>\$1,400.00</b>

<b>Other</b>			
28. Legal Services	\$35.00	\$35.00	\$0.00
29. Capital Improvement Program	\$165.00	\$165.00	\$0.00
30. Operating Reserve Fund	\$100.00	\$100.00	\$0.00
31. Audit Fund	\$50.00	\$50.00	\$0.00
<b>Subtotal Other</b>	<b>\$350.00</b>	<b>\$350.00</b>	<b>\$0.00</b>

<b>Total Operating Expenses</b>	<b>\$454,795.83</b>	<b>\$495,555.00</b>	<b>\$538,590.00</b>
	\$9,881.99	\$0.00	\$0.00



November 13, 2024

**MEMO TO:** City of Essex Junction, City Council President Raj Chawla & City Manager Regina Mahoney

**FROM:** Jordan Mitchell, Town Meeting TV Director of Operations, [jmitchell@cctv.org](mailto:jmitchell@cctv.org)

**RE:** Town Meeting TV FY24 Update and FY25/Municipality's FY26 Budget Request

*Town Meeting TV submits this report as part of our visit briefing the City Council on Town Meeting TV operations, hearing from the community on how Town Meeting TV might better serve your needs, and requesting an annual municipal contribution in the amount of **\$14,586** for general Town Meeting TV operations.*

**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. Town Meeting TV Trustees oversee policy and budget decisions on behalf of the municipalities. Town Meeting TV serves as a community partner to municipalities with meeting and community event recording and archiving, technical support for hybrid meetings, election programming, and media education.

*The City of Essex Junction is currently represented by Amber Thibeault on the Town Meeting TV Trustees. Thank you to Amber for her consistent participation and oversight on behalf of the City of Essex Junction.*

**Between 10/1/23 and 9/30/24, Town Meeting TV produced and supported 1,519 programs for our member communities; 377 were categorized as municipal coverage.**

During the period of 10/1/2023 - 9/30/2024 Town Meeting TV **live streamed, recorded, produced, and archived 38 City Council and Development Review Board/Planning Commission meetings** for the City of Essex Junction. **In addition, coverage and service includes other general TV programs recorded in and about Essex Junction, local election programs, legislative updates, and**

**municipal updates.** Town Meeting TV studios and internships remain open to all community members. The **contract between the Trustees and CCTV stipulates** production of 3 meetings/month and at least one Essex Junction specific general program. **Essex Junction officials and the public are invited to inform us of more community based programming for coverage.**

**The FY26 City of Essex Junction municipal contribution request for \$14,586** helps ensure Town Meeting TV can continue to meet community needs for government accessibility, transparency, media literacy, and free speech.

**Municipal Funding Request:** The City 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 \$109,240 or 15% of the overall revenue. ***Municipalities may opt to purchase additional meeting coverage or archiving services at the current municipal production rate of \$112/hour.*** The current municipal rate for meeting production, including pre-production, field production, live streaming & titling, post-production, and archiving is \$112/hour. *Costs for titling, airing, and archiving recorded meetings conducted without Town Meeting TV operators can also be calculated on a case by case basis.*

## Town Meeting TV FY24 Report

### *Town Meeting TV opens the door to local government.*

[Town Meeting TV](#) is a trusted producer, educational and equipment resource, and community archive of video providing access to local government and facilitating engagement in local democracy. Town Meeting TV is Chittenden County's regional government access TV channel overseen by municipally appointed representatives from Burlington, South Burlington, Essex, Essex Junction, Williston, Winooski, Colchester, and St. George. Town Meeting TV programs are made available on Comcast 1087, Burlington Telecom 17 & 217, as well as at [www.CH17.TV](http://www.CH17.TV). Launched in 1990 to cover municipal events and public issues, Town Meeting TV airs 100 hours of public meetings, election coverage, and community events each month on [Comcast](#) and [Burlington Telecom](#) and [www.ch17.tv](http://www.ch17.tv).



**Revenue Sources:** Town Meeting TV is funded by a diversity of sources but primarily by the cable subscribers of Comcast and Burlington Telecom (BT). In addition to the requirement on cable companies 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.

**Town Meeting TV's FY25 budgeted revenue** is 69% cable subscribers, 15% municipal, 13% legislative, and 3% fee for service.

**Services:** With municipal 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 23 community access media centers statewide that provide an essential community service. This service 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.

**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](http://ch17.tv) with clickable agendas and on our YouTube page ([youtube.com/TownMeetingTV](https://youtube.com/TownMeetingTV)) with auto-generated captions and clickable agendas. 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 support** - Town Meeting TV worked with municipalities to continue to support high quality hybrid meeting systems allowing remote attendees to clearly see, hear, and engage with in-person attendees through online platforms. In many cases, the capital equipment for these systems were purchased by the



municipalities with an expected technical life of 3 years from installation. In addition, CCTV is part of the Act 133 working group on [changes to the open meeting law](#). As hybrid meetings become a core practice to support access to local democracy, Town Meeting TV values your feedback to inform best practice and resource advocacy discussions with the Vermont Legislature and the Secretary of State's Office.

**Redundant and reliable archiving** of community based video content, including meetings and public events, is a unique service of Town Meeting TV. The entire catalog is searchable at [www.cctv.org](http://www.cctv.org). As part of the changes to Open Meeting Law, Town Meeting TV can act as the repository for the long term storage of municipal meetings. We stress that YouTube is not an archive, but a distribution platform, and storage requires metadata that is searchable, as well as a workflow to ensure archives have redundant backup.

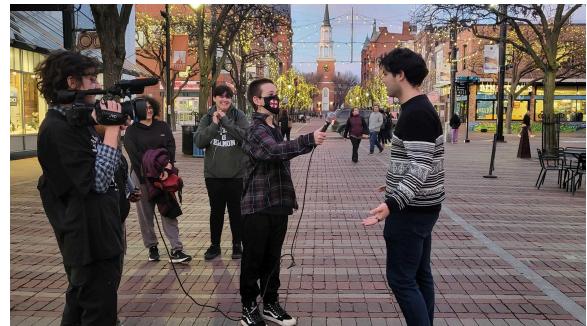
**In-depth local election programming** - Town Meeting TV produces televised local forums featuring all candidates, municipal budgets and ballot presentations during Town Meeting, Primary and General elections. Town Meeting TV also partners with



both state and local level organizations such as VPIRG, League of Women Voters and media outlets such as VTDigger.org to bring election information to a wider audience. In most cases, Town Meeting TV's forum is the only event in which all registered candidates appear in front of voters in a fair, congenial, and high quality format.

**Meeting community accessibility needs** through the addition of a 24/7 captioning service to our cable channels in addition to the auto captioning provided by YouTube's streaming platform. This comes on the heels of an accessibility audit and developing a checklist of ways to meet accessibility needs in the community for our television programs as well as events, outreach, and educational offerings.

**Community based programs** - 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, and local issues, the Town Meeting TV studio (both in person and online) provides citizens a space to express and workshop ideas with their community. In FY24 we facilitated 2-3 studio programs a week, as well as community shows filmed on location in the field.



**Marketing and outreach** - Opening the doors to democracy also means connecting community members in a nonpartisan manner to a variety of ideas and content. We excerpt and share meeting highlights such as Mayoral, Councilor, City Manager or Municipal 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. Our outreach is working on behalf of local democracy to encourage engagement and greater understanding. We are here to work with your municipal communications team.



**Media education** for school groups, individuals, visiting dignitaries, and local organizations (e.g., CCV, UVM, Champlain, local high schools) is a crucial part of the Town Meeting TV civic engagement work. Helping uncover the media making process and engaging students with local civic leaders through internships and volunteering are foundation to the work of community media. We are developing the next generation of field producers and editors, as well as introducing young people to how local government functions and why it is important. Through one on one design, media making cohorts, tours, and learning sessions, we deliver high quality media making and civic education on behalf of our member communities.



**An accessible web presence** - Town Meeting TV's website connects visitors to more than 50,000 pieces of archival content. This gateway to community content, both present and historic, connects municipal officials, journalists, activists, researchers and the general public to community video content. The Town Meeting TV website is moving to a new platform that will allow municipalities to more easily embed municipal content on their own home pages.

**Advocacy for public access** - Town Meeting TV has worked closely with its colleagues in the Vermont Access Network (VAN) to advocate for the replacement of declining cable revenue. The Legislature has recognized our work as an "essential service" and in FY25 funded VAN's work in the Vermont base budget through a grant administered by the Secretary of State's office.



**CCTV Center for Media and Democracy** administers the services of Town Meeting TV on behalf of the Trustees. This relationship allows Town Meeting TV to be housed alongside other community based projects such as the CCTV Archives, VT Language Justice Project and CCTV Productions. These relationships allow us to share expertise, community connections, and carry the work we do together even farther.

**Town Meeting TV cable channels** reach 25-30,000 cable subscribers within Chittenden County. The archive of all content is available at [www.cctv.org](http://www.cctv.org). Applicable content is distributed statewide as well as nationwide. The Town Meeting TV website averages about 1,000 hits per month, and the Town Meeting TV Youtube channel maintains about 5,800 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 FY25 follows on the following page:



**Town Meeting TV/ Town Meeting Television**  
**BUDGET NARRATIVE FY25**  
**October 2024 – September 2025**

**Town Meeting TV** is a trusted producer, educational and equipment resource, and community archive of video providing access to local government and facilitating engagement in local democracy. Town Meeting TV is Chittenden County's regional government access TV channel overseen by municipally appointed representatives from Burlington, South Burlington, Essex, Essex Junction, Williston, Winooski, Colchester, and St. George. Town Meeting TV programs are made available on Comcast 1087, Burlington Telecom 17 & 217, as well as at [www.CH17.TV](http://www.CH17.TV).

Launched in 1990 to cover municipal events and public issues, Town Meeting TV airs more than 100 hours of public meetings, election coverage, and community events each month on Comcast and Burlington Telecom and [www.ch17.tv](http://www.ch17.tv). *Town Meeting TV opens the door to local government.*

## **1. OVERVIEW**

Funding Formulas: Comcast and BT are required by the VT Public Utility Commission to set aside 5% of their gross revenue on cable television to support PEG Access Management Organization (AMO) operating costs. The cable companies are also required to pay a portion, that is negotiated through contract discussion with individual AMOs, for capital funding.

This funding is passed on to the cable subscriber in the form of a “PEG fee” on each subscriber's bill.

In Chittenden County, this 5% is shared and intended to be split evenly between Town Meeting TV and The Media Factory.

Town Meeting TV receives 1.66% of the cable operators' (Comcast and Burlington Telecom) annual gross revenue. The funding level for Town Meeting TV capital from Comcast is set at .6% of gross revenue and BT is set at .5%

The Media Factory receives 3.34% (1.66% and 1.68%) The .02% percentage difference that they receive is used to support Town Meeting TV's portion of our shared use tech core at 208 Flynn Avenue.

Burlington Telecom and Comcast's fiscal year runs from 1 January through 31 December. BT provides operating and capital funding to Town Meeting TV in September of each year. Comcast pays Town Meeting TV on a quarterly basis. We have generated Comcast revenue projections based on past performance. Cable

subscriber revenue continues to decline BT declined by 3% and we are projecting at least 3% decline for Comcast.

FY25 total revenue is estimated at **\$724,913**. Our expenses are estimated to be **\$748,413**. This leaves a shortfall of \$23,500, down from FY24's \$34.5K shortfall, to be made up through cost management and fundraising efforts by CCTV.

## 2. REVENUE SUMMARY

FY25 total revenue is estimated at **\$724,913**.

- The estimated revenue received from Comcast is projected to be **\$346K** for operating and **\$125K** for capital, this projects a 9% decline in cable subscriber revenue.
- **Burlington Telecom's** total contribution is estimated to be **\$21.2K** for operating and **\$6.4K** for capital. This is a 3% decline from the previous year.
- **Municipal revenue** in FY25 is based on past contributions, will come from municipalities FY26 budgets, and is set at **\$126,770**. This includes a **%5** increase for most municipalities and the contribution from Burlington to support specific additional production support for Neighborhood Planning Assembly live streaming and hybrid meetings.
- The Vermont Legislature included \$1M in base funding as part of the Secretary of State's budget. Distribution of these funds to the 23 Access Management Organizations is based on a formula that takes into account cable revenue decline and populations received. Town Meeting TV expects to receive **\$94.4K** from that allocation.
- Keeping with the previous year, Interest/ Capital Gains is estimated to be **\$2,500+/-**. We will keep an eye on that investment to determine if that continues to be the best way to shepherd these funds.

## 3. EXPENSE SUMMARY

The total Town Meeting TV FY25 expenses are projected to be **\$748,413**. **This breaks down to** operating expenses of **\$633,602** and capital **\$114,811**.

**Operating Expenses** are estimated to be **\$633,602** and include:

- **CCTV Base contract** in the amount of **\$599,302** (a %3 increase from FY24) for Town Meeting TV operations which includes staff labor for administration, production, internship support, archiving, and marketing (about 9 FTE) as well as overall administrative, insurance, professional development, and site

costs.

- The other line items on the operating expense budget include **\$2.5K** in legal and investment fees, **\$4K** to pay bookkeeping expenses, **\$9.5K** for the annual audit, **\$6K** in dues to the VT Access Network and the Alliance for Community Media, **\$5K** to support ad buys and marketing costs on behalf of Town Meeting TV, and \$3K to support advocacy work CCTV has done with VAN to secure legislative support for PEG media.

**Capital Expenses** are estimated to be **\$114,811**

Town Meeting TV's annual Capital budget is based on priority areas recommended by Staff and approved by the Trustees. The FY25 Capital recommendations include hardware, supplies, network infrastructure, dues and subs, and technical contractors. This year we are relying on a lean capital budget and this is possible in large part because of the hybrid systems now in place at many of our municipal partner locations.

**Equipment Total: \$42,443** Estimated equipment costs largely reflect the annual replacement of cameras, computers and large scale equipment due to extended use. While equipment life expectancy continues to diminish from 5 years to a 2-3 year cycle, we do our best to get the most use out of gear we possibly can. The use of in place hybrid systems reduces our annual equipment costs.

- **Production \$8.4K:** Purchase of additional portable hybrid system, field production camera, and PTZ camera replacement.
- **Office/Network Equipment \$2,500:** Potential New Staff Computer
- **Playback \$12,115:** Supports a 2 year contract for captioning equipment on both of the channels for 24/7 learning auto captioning software.
- **Studio/Control Room \$1,900:** Replacement of studio laptop.
- **IT/ Network/ Tech Core Equipment: \$16,778:** This covers AWS storage backup, cloud computing on Digital Ocean, our webvideo storage on Google Bucket, and replacement storage harddrives.

**Capital Support Total: \$72,368**

Capital Support constitutes the bulk of the capital budget, as most technical solutions are software and consultant supported. The FY25 budget includes (see Capital Detail for the complete list):

- **Tech Core Rental \$6,500:** Supports our portion of the shared tech core space at 208 Flynn providing climate controlled and secure infrastructure space for our playback and network storage. Town Meeting TV is connected to this space via high speed dark fiber provided by Burlington Telecom.
- **Streaming and Web Development \$25,000:** Second half of the payment to Grand Rapids Community Media center for website development.

- **Service Contracts \$19,700:** Clear Bearing for Network infrastructure support and monitoring, contract reduction expected due to build down of technical infrastructure and an annual payment to Grand Rapids for website management and updating.
- **Repair and Maintenance: \$7,250** Includes 30 hours of contracted project support with Clearbearing and general equipment repairs and maintenance.
- **Equipment Supplies and Production \$6,480:** Smaller purchases to support the video production workflow. See Capital Detail Budget.
- **Equipment Supplies Office \$1,200:** Switches, office chairs, etc.
- **Subscriptions and Licenses \$5,088:** Supporting fees for subscriptions that allow for video workflow including Dropbox, Adobe Creative Cloud, Parsec, Zoom, Teradek and cell service connections. These subscriptions are audited annually.

**CCTV CONTRACT breaks down as follows:**

**Wages and Benefits total \$494,547** CCTV manages staff compensation and human resources these costs include:

- **Payroll: \$355,061**
- **Health/Dental/Vision Insurance: \$103,286**
- **Unemployment and Workers Compensation: \$3,375**
- **Payroll taxes: \$28,724 (includes new child care tax)**

**Non-Wage Costs specific to TMTV \$65,657** Site costs are shared by all CCTV projects and administration and include:

- **Site Costs \$39,832:** Rent (up this year with the move of VLJP to offsite location), utilities, and specific Trustees package liability:
- **Communications \$2,381:** Phone, postage, online services.
- **Repair & Maintenance of Facilities \$1,340:** HVAC and carpet cleaning.
- **Meals/Travel/Professional Development \$11,604 :** Includes training dues and expenses, conferences, coaching, and employee support for leadership and skills development. The Alliance for Community Media national conference will be held in Boston this year.
- **Subcontracting \$10,500:** This includes \$3k to support CCTV's advocacy efforts with VAN on behalf of the Trustees, Ad buys for the election year, Talent for election nights, and paid media internships. The internship expenses may be offset by grant support.

**CCTV Management for TMTV in FY24 \$125,573:** Administrative costs are calculated as a percentage of each program in CCTV by labor. In FY25 Town Meeting TV labor represents 52% of all of the organization's labor. The administrative costs are at 19% of the revenue.



Administration includes employee management and HR, project development, legal and administrative tasks, budgeting, reporting, and compliance.

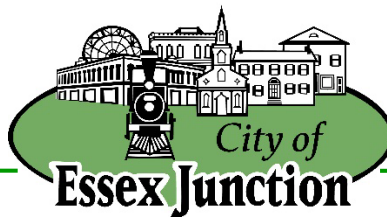
#### **4. FUND BALANCE**

The Town Meeting TV assets & liabilities as of August 31, 2024 are \$273,753 or 4.7 months of operating revenue. These assets include \$101.5K in the VCF reserve fund In addition to current receivables and liabilities. As a matter of sound fiscal practice, the Town Meeting TV Trustees have established a 3-6 month set-aside of its annual budget in order to address cash flow issues and emergencies. Monthly expenses in FY25 are projected to be **\$62,367, this is comparable to FY24.** We do not recommend using your reserve to cover operating or capital costs this year.

#### **5. FUTURE PLANNING**

Town Meeting TV was established on PEG fees to provide a wide range of Government Access services for cable subscribers on cable television. Over the years those services have grown and the community we serve is not only cable subscribers, but the general public, journalists, municipal partners among others. The challenge continues to diversify revenue sources to meet the requirements and needs of these community partners from hybrid support to live streaming and archiving of content. We will meet this challenge by continued work with our municipal partners and legislative advocacy as well as CCTV support of philanthropic fundraising and fee for service work.

Town Meeting TV Launched in 1990 to cover municipal events and public issues, Town Meeting TV airs 100 hours of public meetings, election coverage, and community events each month on **Comcast** and **Burlington Telecom** and [www.ch17.tv](http://www.ch17.tv). *Town Meeting TV opens the door to local government.*



## MEMORANDUM

**To:** City Council  
**From:** Regina Mahony, City Manager  
**Meeting Date:** November 13, 2024  
**Subject:** Rental Registry Program

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**Issue:** The issue is whether the City Council would like Staff to pursue a Rental Registry program.

### Discussion:

The City Council considered a Rental Registry and Inspection program last Fall and Winter. It was discussed and considered during these Council meetings: 11/8/23; 12/20/23; 1/24/24 (public hearing); 2/28/24. The Council did not move forward with the program and ordinance at that time but wanted to re-evaluate the proposal at a future date.

Ultimately, a Rental Registry and Inspection program would be beneficial in the City because:

1. The rental vacancy rate in Chittenden County was 1.2% in June 2024 (reported by the [Building Homes Together campaign](#), Source: Allen, Brooks & Minor Report). This is an anemic rate and a strong indicator of a lack of supply of rental homes. A healthy rental vacancy rate is closer to 5%. In addition, the median sales price of primary homes in Chittenden County in 2023 was \$460,500 – a 5.5% increase from 2022 (reported by the Building Homes Together campaign, Source: VT Department of Taxes: Property Transfer Tax records). This and high interest rates put homeownership out of reach for many people. The result is that tenants have no choice and no options for movement. On the other hand, if a tenant moves out, landlords have plenty of people who can move in. Even in the most well-intentioned tenant landlord relationship, the landlord has the upper hand in this market. In subpar rental conditions, a tenant is put in an extremely difficult position to decide whether to file a complaint, when they have nowhere else to go.
2. Currently, beyond the initial construction inspection, there is no proactive inspection system for rental homes in Essex Junction to ensure these homes meet the Residential Rental Housing Health & Safety Code. Also, older rentals and those falling under the public buildings definition would not likely have received an initial inspection.
3. Over 40% of the homes in Essex Junction are rentals; however, we don't know exactly how many there are, where they are located, and how they are configured. Having a complete and thorough understanding of residential rental properties across the City would greatly benefit the on-scene emergency command during an incident.
4. The concept of a Rental Registry and Inspection program was incorporated into the 2019 Comprehensive Plan and further studied by the Housing Commission and Planning Commission, resulting in a draft ordinance as previously presented to the Council.
5. As we approach 50% of the housing stock as rental homes, it will be important to ensure the Residential Rental Housing Health & Safety Code is being followed in the City; and that we have a method for a non-tenant complaint based system to address situations where the code is not being met.

My recommendation at this point is to:

1. Begin this program slowly, by collecting data from the large landowners via an online form. There will be no fee associated with this. The method would be tested, improved if necessary, and then

expanded out city wide. The timeline of the expanded data collection effort could be aligned with the spring utility bills as a method to get the word out.

2. This program would be run out of the Essex Junction Fire Department, and the data would be incorporated into the existing Fire Record Management Software from ESO.
3. This will provide us with more accurate data on the number of rentals. Once we have that, we will return to the Council with a recommendation for the rental inspection program, ordinance, and associated fee.
4. During this time, we will also be able to see how things are working with the State responding to rental housing complaints. Though this is still only a complaints-based system.
5. The Fire Record Management Software from ESO includes a Properties and Inspection module within the program, and therefore, it would be an easy transition to the full inspection program.
6. The concept of the full program, including a full-time Fire Marshall as the inspector and Health Officer, is described in the memo from the Fire Chief in the [2/28/2024 Council meeting packet](#) starting on pg. 11.

**Cost:** N/A

**Recommendation:**

My recommendation is for the City Council to authorize staff to move forward with a rental housing registry program with the intention of transitioning to a rental registry and inspection program in the future; however, this does not commit the City to an inspection program at this time.

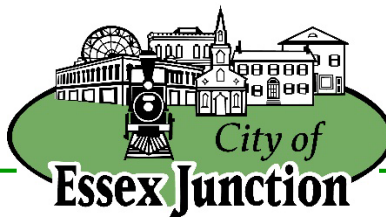
**Recommended Motion:**

If the Council chooses to move forward, the recommended motion is:

“I move that the City Council authorize staff to move forward with a rental housing registry program with the intention of transitioning to a rental registry and inspection program in the future; however, this does not commit the City to an inspection program at this time.”

**Attachments:**

None



## MEMORANDUM

**To:** Essex Junction City Council

**From:** Regina Mahony, City Manager

**Meeting Date:** November 13, 2024

**Subject:** Executive session for a contract

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**Issue:** The issue is whether the City Council will enter executive session to discuss a contract.

**Discussion:** To have a complete and thorough discussion about this topic, an executive session may be necessary because the premature disclosure of the information may put the City Council and the City at a substantial disadvantage. Contracts can be a protected discussion.

**Cost:** N/A at this time

### **Recommendation:**

If the City Council wishes to enter executive session, the following motions are recommended:

#### Motion #1

"I move that the City Council make the specific finding that premature disclosure of the contractual matters would place the city at a substantial disadvantage."

#### Motion #2

"I move that the City Council enter into executive session to discuss a contract, pursuant to 1 V.S.A. § 313(a)(1)(A) to include the City Council, City Manager and Mark Brislin, EJRP."

**CITY OF ESSEX JUNCTION  
CITY COUNCIL  
REGULAR MEETING  
MINUTES OF MEETING  
October 30, 2024**

**COUNCILORS PRESENT:** Raj Chawla, President; Amber Thibeault; Vice President; Tim Miller, Clerk;  
Marcus Certa, Elaine Haney.

**ADMINISTRATION:** Regina Mahony, City Manager; Chelsea Mandigo, Water Quality  
Superintendent;

**OTHERS PRESENT:** Colleen Ballard, Cora Delucia, Sven Ekloff, Maria Godleski. Dennis Thibeault,  
Resa.

**1. CALL TO ORDER**

City Council President Chawla called the meeting to order at 6:30 P.M.

**2. AGENDA ADDITIONS/CHANGES**

None.

**3. APPROVE AGENDA**

None needed.

**4. PUBLIC TO BE HEARD**

a. Comments from public on items not on the agenda

None.

**5. BUSINESS ITEMS**

a. Rec Advisory Committee Interviews

The City Council interviewed Cora Delucia for a seat on the Recreation Advisory Committee (RAC). The candidate introduced herself and spoke about her interest in serving the community on the RAC. The Council asked her about her experience in the parks and what her favorite parts of the parks are. Ms. Delucia replied that she largely uses the parks for running and uses Stevens Park and Maple Street Park. She said she has been surprised that not very many people use the parks, and would like to increase community awareness of these amenities. She spoke about ways to increase community engagement and awareness of Essex Junction events and amenities. City Council President Chawla noted that this is the first of two interview sessions for seats on the RAC, but that candidates will be outreached once decisions are made.

b. Annual Presentation by the Tree Farm Management Group

Sven Eklof, President of the Tree Farm Management Group, began by introducing the members of the Tree Farm Management Board, noting that 6 of the 11 members are residents of Essex Junction. He spoke about what the Tree Farm Group does, including hosting a number of soccer and rugby leagues. He spoke about the past year's highlights, which included 2,500 hours of rental time, revenue of \$208,000, the hosting of five large tournaments (including frisbee, lacrosse, and football tournaments, in addition to soccer and rugby). He noted that 80% of field rentals are for children's sports, but that adult rentals are increasing. He spoke about a focus on reinvesting in the facility through improving and maintaining field conditions and field rotation, improving the portalet conditions, and improving grounds maintenance. He spoke about diversifying the activities at the Tree Farm. He noted that one goal for this year was to reduce costs, which they have been successful at and anticipate continued reduced costs in out years. He noted that all deadlines for the Town and Junction have been met, except for the attainment of non-profit status, but they are working diligently to obtain this status. He spoke about continuing to improve road conditions, especially after rain events, and spoke about improving relations with neighbors in terms of the road and parking.

Giles Willey spoke about the financial highlights for the Tree Farm Group this past year. He noted that this past year had the highest income it's ever seen (which will come in at about \$216,000). He noted a 3% increase in fees, which is in line with inflation. He said that he believes revenue will likely peak at around \$220,000 annually for the facility, meaning that they will need to be very diligent about managing their expenses. He noted that they had high expenses in 2022 and 2023, between field maintenance, dealing with back taxes, and hiring a legal firm to help obtain non-profit status. He said they anticipate more modest spending over the next year, as well as higher reserves from increased revenue.

Mr. Eklof concluded by speaking about Tree Farm Management Group's plans for 2025. He said they would like to pursue having a seat on the board for someone from the school, given the school's active use of the facilities. He said they are also focusing on improving the road and parking lot. He also spoke about bringing all leagues into equal pay arrangements beginning in 2025, as well as having a more modest fee increase. He noted that they are balancing increasing fees and rates with demand, to ensure that the facility remains competitive in the market. He also said he would like to put together a capital project plan.

City Council President Chawla asked what alternatives to the Tree Farm facilities groups or tournaments would have, if fees were increased too much. Mr. Eklof replied that there is the worry that increasing rates too much would lead to fewer people (primarily kids) going outside and enjoying these activities. They also spoke about potentially making the facility more competitive by converting the fields into turf, but acknowledged that this is costly.

c. Annual Essex Rescue Presentation

Colleen Ballard, Executive Director of Essex Rescue, presented on this item. She began by noting that Essex Rescue is asking to increase the contribution from municipal partners to 5.5%. She noted that last year's increase of 3% did not quite cover the inflation increase for staff, and that a 5.5% increase will help offset costs from inflation and growth in call volume. She noted that overall call volume has increased 30% in the last 4 years. She said that Essex Rescue is generally in good financial health, though it is not immune to the staffing issues facing most organizations currently. She noted an increase in per diem and part-time personnel to try and staff a second ambulance, though the reliability of these staff (who often work multiple EMS jobs) is tenuous. She noted several unanticipated capital expenses during the last year, including a replacement HVAC system.

Councilor Haney asked if Essex Rescue will still offer a subscription plan, and Ms. Ballard replied that yes, it will be offered with a \$5 increased cost (to \$55 in total). She noted that they did not want to increase the amount too much, as this could present access issues to those on fixed incomes. Councilor Haney asked if they could implement a sliding scale pricing model for the subscription, and Ms. Ballard replied that they could, but that the management would be administratively burdensome and they lack staff capacity to do so.

City Council President Chawla asked about subscription utilization statistics. Ms. Ballard replied that around 9.6% of subscribers on average have been utilizing services. She noted that Essex Rescue is writing off about \$400,000 between transports and non-transportes that is not reimbursable. City Council President Chawla asked whether the State is providing any financial relief to EMS providers. Ms. Ballard replied that the State put aside funding for training and work with the Ambulance Association. She also spoke about a report on Vermont's health system that was funded through Act 167, and that one recommendation in that report to improve the system and curb health care costs is to strengthen the state's EMS infrastructure. She said that a number of EMS providers met with the State to discuss this recommendation and potential strategies, including regionalization and community paramedicine.

Councilor Miller noted that the number of Essex Rescue's calls fielded for Essex Junction in 2023 was 1,187, and asked how many of those Essex Rescue was able to field, and how many were answered by mutual aid from neighboring municipalities. Ms. Ballard replied that in total there are around 400-500 calls annually where outside ambulances are coming in.

Councilor Certa asked for details on how Essex Rescue staffs its ambulances. Ms. Ballard spoke about the use of basic EMTs as crew leaders or chiefs, instead of only using paramedics or AEMTs in this role, to try and staff more efficiently. Councilor Certa asked for details about volunteering and available training for EMS providers, and Ms. Ballard provided a summary of the training and certifications for EMT basics and AEMTs/paramedics, noting the education/training pipeline is between 1.5-2 years.

d. Department Head Brief to Council, Chelsea Mandigo, Water Quality Superintendent  
Water Quality Superintendent Mandigo provided a highlight of successes, challenges, and future work for the Wastewater, Stormwater, and Sanitation divisions that she oversees. She noted that the Wastewater division is almost fully staffed and is proud of that, and noted that a challenge for Wastewater has been the issues the digester has been having. She noted continued work on the Pe-phlo project, through a state grant. She noted that one challenge around Stormwater has been getting the utility set up, and said that once it is, they can hire someone to oversee that full time. She noted Stormwater challenges around failed outlets. She noted that the biggest hurdle for Sanitation is aging infrastructure. She spoke about future activities for each division. She noted that for Wastewater they are completing a ten-year evaluation of the facility to develop capital and upgrade project lists and applying for recertification for a land application program for biosolids. She noted that for Stormwater, the main focus has been on setting up a stormwater utility. She noted that for Sanitation, the division is working on a Sewer Use Ordinance and drafting/adopting a Sewer Allocation Policy, as well as working to bring final design forward for the three pump station replacements and working on identifying sources of infiltration and inflow in the collection system.

Councilor Certa asked if the stormwater utility charges will be another line item in the water/sewer bill or whether it will be a separate bill for rate-payers. Water Quality Superintendent Mandigo replied that it will be included as a charge for existing accounts, but properties without water/sewer bills will receive a separate stormwater utility bill.

Councilor Miller asked about current remaining capacity and future sanitation capacity. Water Quality Superintendent Mandigo replied that from a flow perspective, the City is at about 2 million gallons in a system designed for about 3 million gallons, but in terms of treatment, the City is approaching 75% capacity. She noted tri-town work on a high-strength waste policy to help create more headroom within existing capacity.

e. Discussion and Consideration of Stormwater-related Ordinances – Amendments to Ordinance 19 (Stormwater Permit Transfer), New Ordinance 20 (Stormwater Management) and New Ordinance 21 (Stormwater Utility): Introduction and Warn Public Hearing

Water Quality Superintendent Mandigo said that in order to form a stormwater utility, the City needs to have ordinances to codify and govern the utility. She noted the creation of Chapter 20 in the municipal code for stormwater management. She noted that they are proposing amendments to Chapter 19 of the code to reference the City's stormwater ordinance rather than the Town's ordinance. She also noted that they needed to establish a stormwater credit manual for fees for non-single-family parcels, which is proposed the Chapter 21. She asked that the City Council warn these drafts for a public hearing in November.

Councilor Haney asked what the single-family residences will be paying, and Water Quality Superintendent Mandigo replied that the FY25 annual rate is \$72.69, which will be split between three bills from FY26 onward.

**City Council President Chawla made a motion, seconded by Councilor Certa, that the City Council warn a public hearing on November 13, 2024 to discuss the adoption of a credit manual and the addition and amendment of chapters to the Municipal Code for the regulation of stormwater management utility and permit transfer authority. The motion passed 5-0.**

f. Discussion and Consideration of Amendments to Ordinance 8 Regulations of Motor Vehicles: Introduction and Warn Public Hearing

City Manager Mahony said that Chapter 8 regulates where the City has stop signs, one-way streets, streets with parking, streets without parking, and a variety of other detail necessary for the Police Department to

enforce the City's ordinances. She noted that this proposed amendment includes technical changes to accommodate an adjustment to traffic patterns from Global Foundries from River Street to Park Street, as well as the new traffic lights and traffic pattern changes related to the Crescent Connector project.

City Council President Chawla asked if the fee associated with violations has been updated, and also asked how this fee compares to that of Burlington. City Manager Mahony replied that this fee is consistent statewide. Councilor Haney noted that several streets are not listed in this ordinance, and City Manager Mahony said she will look into this and have them added. Councilor Miller asked that the diagonal spots off Iroquois Avenue be included in the limited parking list. City Manager Mahony replied that a better approach may be to holistically look at the City's parking management strategy as a whole.

**City Council President Chawla made a motion, seconded by Councilor Certa, that the City Council warn a public hearing on November 13, 2024 at 6:30pm to receive comment on changes to Essex Junction Municipal Ordinance Chapter 8: An Ordinance Relating to Motor Vehicle Regulations as presented, and with any edits as discussed. The motion passed 5-0.**

g. \*Discussion and Consideration of Executive Session to discuss a Contract  
See item #9a below.

**6. CONSENT ITEMS**

- a. Approve Meeting Minutes: October 9, 2024
- b. Approve Main St. Park Design Change in Scope
- c. Capital Plan amendment for Pickup Truck for Water Department

**Councilor Haney made a motion, seconded by City Council President Chawla, to approve the consent agenda as presented. The motion passed 5-0.**

**7. COUNCILOR COMMENTS & CITY MANAGER REPORT:**

City Manager Mahony thanked all who attended and participated in the Pumpkin-palooza event. She also noted that the City has begun land application of biosolids at Whitcomb Farm this week. She thanked the Police Department for lending their space for City Council meetings through the duration of renovations at 2 Lincoln Street. Councilor Certa thanked EJRP and other staff for putting on the Pumpkin-palooza event. He also noted that he will be holding a Coffee with a Councilor event on November 16<sup>th</sup>, for any interested members of the public. City Council President Chawla also spoke about the success of the Pumpkin-palooza event.

**8. READING FILE**

- a. Check Warrant #25047 10/18/2024
- b. Land Development Code Amendment Written Report – just information as the Planning Commission Public Hearing is 11/7/24
- c. Stormwater Utility Bill Insert
- d. CVE Sound Reports
- e. Planning Commission Minutes 10/10/24

**9. EXECUTIVE SESSION**

- a. \*An Executive Session may be needed to discuss a Contract

**Councilor Certa made a motion, seconded by City Council President Chawla that the City Council make the specific finding that premature disclosure of the contractual matters would place the city at a substantial disadvantage. The motion passed 5-0.**



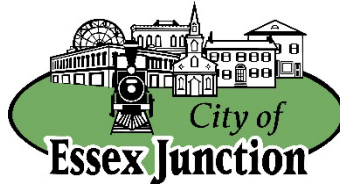
Councilor Certa made a motion, seconded by City Council President Chawla, that the City Council enter into executive session to discuss a contract, pursuant to 1 V.S.A. § 313(a)(1)(A) to include the City Council and City Manager. The motion passed 5-0.

City Council President Chawla made a motion, seconded by Councilor Haney, to exit executive session. The motion passed 5-0 at 8:43 P.M.

10. **ADJOURN**

City Council President Chawla made a motion, seconded by Councilor Certa, to adjourn the meeting. The motion passed 5-0 at 8:43 P.M.

Respectfully Submitted,  
Amy Coonradt



## **Memo**

To: Essex Junction City Council

From: Joanne Pfaff, Administrative Assistant

Meeting Date: November 13, 2024

Agenda Item: Street Banner, Gas Lamp Banners, and Event Flags Policy Amendments

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**Issue:** The Council Policy regarding Street Banners, Gas Lamp Banners and Event Flags needs to be amended.

**Discussion:** The policy regarding Street Banners, Gas Lamp banners and Event Flags was last amended in 2012. The overall policy will remain the same, with small revisions to make the policy current. A change is needed in the fees we charge to hang the banners. Currently, the cost to hang the banners is greater than the fee we are collecting with the application.

**Cost:** None

**Recommendation:** It is recommended that the City Council approve the amendments to the Street Banners, Gas Lamp Banners, and Event Flags Policy.

**Recommended Motion:** I recommend that the City Council approve the amendments to the City of Essex Junction Council Policy regarding Street Banners, Gas Lamp Banners, and Event Flags.

### **Attachments:**

Policy regarding Street Banners, Gas Lamp Banners, and Event Flags with tracked changes.  
Policy regarding Signs and Banners on Lincoln Hall Property.

**~~VILLAGE-CITY~~ OF ESSEX JUNCTION  
TRUSTEES' COUNCIL POLICY REGARDING STREET BANNERS, GAS LAMP  
BANNERS AND EVENT FLAGS**

1. **Purpose:** To outline the requirements and approval process for street banners, gas lamp banners and event flags.
2. **Eligibility:**
  - A. Banner(s) or event flags must not violate any Federal, State, or ~~Village-City~~ laws or ordinances.
  - B. Applications to erect a banner(s) or event flags must be from non-profit organizations announcing an event.
  - C. The event must be held within the ~~Village-City~~ of Essex Junction limits.
  - D. Banner(s) or event flags must conform to the specifications below or will be rejected.
  - E. Banner(s) or event flags may be hung for up to two weeks in a calendar year. No banner or event flag will be hung between November 1<sup>st</sup> and April 1st.
  - F. Insurance: The ~~Village-City~~ of Essex Junction requires a Certificate of Insurance to be submitted with the application demonstrating that the non-profit organization has insurance at a combined single limit of one million (\$1,000,000) dollars aggregate for public liability and property damage including vehicle coverage. Also, the applicant shall be required to sign and submit the attached Liability Waiver form with the application.
3. **Street Banner Specifications:** This is for banners to be hung over Park Street at the entrance to the ~~Village-City~~ of Essex Junction.
  - A. Banner Material: Mesh or solid vinyl face with wind pockets to allow for air to flow through (12-24 per banner).
  - B. Height: Must be 3 - 3½ feet high and no longer than 30 feet. Anything less than 3½ feet shall have droppers on the grommets.
  - C. Rope: No rope attached.
  - D. Grommets: Grommets shall be installed at the top and bottom of the banner, a minimum of every four (4) feet, with hooks in each grommet which will be secured on guy wires. All four corners shall have grommets.
  - E. Advertising: No more than 20% of the sign area shall contain advertising of any product or commercial logo.

F. Miscellaneous: Two-sided banners are preferred.

**4. Gas Lamp Banner Specifications:** This is for banners to be hung on the gas lamps on Railroad Avenue and Main Street.

- A. Banner Material: ~~—~~ Sunbrella or vinyl banner material is preferred.
- B. Height/Width: ~~—~~ 3 feet high, plus 4" pole sleeves top and bottom and 1.5 feet wide.
- C. Advertising: ~~-~~ No more than 20% of the sign shall contain advertising of any product or commercial logo.

**5. Event Flag Specifications:** This is for event flags to be hung on telephone poles.

- A. Flag Material: ~~\_~~ 100% nylon
- B. Height: ~~\_~~ 4 feet high, 2.5 feet wide on a 5 foot pole.
- C. Advertising: ~~-~~ No more than 20% of the sign shall contain advertising of any product or commercial logo.
- D. Restrictions: ~~-~~ The following dates are reserved to hang American flags, per the ~~Trustees' Council~~ Policy on Flags: one week prior to Memorial Day through July 4<sup>th</sup>, and one week prior to and including Veterans Day.

**6. Approval for Banners or Event Flags**

- A. ~~Telephone Call~~ the ~~Village-City Manager's Municipal~~ Office at ~~802-878-6944~~ to check on ~~times-dates~~ available.
- B. Send completed application to the ~~Village-City~~ of Essex Junction, [c/o ~~Village Manager Administrative Assistant~~,] 2 Lincoln Street, Essex Junction, VT 05452. A complete application shall include the application form, required ~~\$250~~350 fee, Certificate of Insurance and a signed Liability Waiver form.
- C. Applications shall be approved on a first-come, first-served basis. The ~~Village-City~~ of Essex Junction ~~Trustees-City Council~~ will vote to approve or reject the application. The ~~Trustees-Council~~ meets on the second and fourth ~~Tuesday-Wednesday~~ of every month. Applicants will be notified by the ~~Village-City Manager's Administrative Assistant~~ of the approval or rejection of the application shortly thereafter.
- D. If approved, the banner(s) or flags must be delivered to the ~~Village-City~~ Offices three working days (Monday through Friday) prior to the date it is scheduled to be hung. The banner(s) or flags will be hung by the Essex Junction Public Works Department.

**APPLICATION TO HANG STREET BANNERS, GAS LAMP BANNERS OR EVENT  
FLAGS IN THE ~~VILLAGE-CITY~~ OF ESSEX JUNCTION**

*Please Print*

Applicant's Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Tax Exempt #: \_\_\_\_\_ Non-Profit: \_\_\_\_ Yes \_\_\_\_ No

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Application for: Street Banner \_\_\_\_ Gas Lamp Banners \_\_\_\_ Event Flags \_\_\_\_

Message and dimensions: \_\_\_\_\_  
\_\_\_\_\_

Locations you would like the event flags displayed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates banner(s) is to be hung: From: \_\_\_\_\_ To: \_\_\_\_\_

I certify that the above-described banner(s) or event flags have been constructed in  
accordance with the specifications noted.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Please return completed application to the Managers ~~Office~~, ~~Village-City~~ of Essex  
Junction, 2 Lincoln Street, Essex Junction, VT 05452.

**OFFICE USE ONLY**

Insurance Certificate received: \_\_\_\_ Yes \_\_\_\_ No

Liability Waiver received: \_\_\_\_ Yes \_\_\_\_ No

Policy/banners

Waiver signed: Yes \_\_\_\_ No \_\_\_\_

Page 3 of 4

11/13/2024

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\$~~250-350~~ fee received: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Application complete: \_\_\_\_\_ Yes \_\_\_\_\_ No

~~Trustees~~Council = approval (date): \_\_\_\_\_

#### LIABILITY WAIVER

The ~~Village-City~~ of Essex Junction has agreed to hang a banner(s) or event flags for  
(print organization name) \_\_\_\_\_, hereinafter known  
as "Owner."

To the extent permitted by law, the "Owner" agrees to indemnify and hold harmless the  
~~Village-City~~ of Essex Junction and its subsidiaries, its agents, employees or any other  
persons against loss or expense including attorney's fees, by reason of the liability  
imposed by law upon the ~~Village-City~~ except in cases of the ~~Village's-City's~~ sole  
negligence, for damage because of bodily injury including death at any time resulting  
therefrom, sustained by any person or persons, or on account of damaged property  
arising out of the hung banner or in consequence of the performance of hanging the  
banner, whether such injuries to persons or damage to property are due, or claim to be  
due, to any passive negligence of the ~~Village-City~~ employees or agents or any other  
person.

This indemnification and hold harmless agreement shall be insured by liability insurance  
naming the ~~Village-City~~ as an additional insured in the "Owner's" policy, and a certificate  
of insurance must be provided prior to hanging the banner(s) or event flags.

Event: \_\_\_\_\_

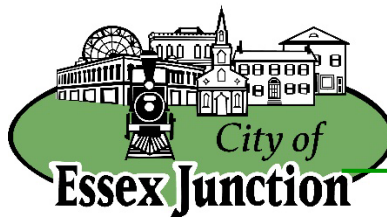
The banner(s)/event flags will be hung from \_\_\_\_\_ to \_\_\_\_\_  
date date

#### OWNER'S ACKNOWLEDGMENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

#### ~~VILLAGE-CITY~~ OF ESSEX JUNCTION ACKNOWLEDGMENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_



## MEMORANDUM

**To:** City Council

**From:** Regina Mahony, City Manager

**CC:** Chelsea Mandigo, Water Quality Superintendent

**Meeting Date:** November 13, 2024

**Subject:** Execute the Step 1 Planning Loan for the Pump Station Improvements - River St, Maple St West St

**Issue:** Execution of the Vermont State Revolving Fund, Loan RF1-375-1.0, in the amount of \$12,900.00, for the Preliminary Engineering Report for the River, Maple, and West St Pump Stations Upgrade is required by the Legislative Body Chair.

**Discussion:** At the February 14, 2024, meeting a discussion occurred around a memo titled "Pump station Improvements - River St, Maple St, West St." Staff was approved to move forward with the funding application to the State of Vermont Clean Water State Revolving Fund (CWSRF). The loan has been approved and now requires execution by the Legislative Body Chair.

As a reminder, the City's pump stations are aging with four of the eight in need of retrofits within the next couple years to decade. Some have not received major upgrades since installation ranging from 1970's to 2000's.

Three of the stations that are at the top of the list are River St (1973), Maple St (1972) and West St (installed 1964, retrofit 1983). River St and Maple St are ejector style stations which is outdated technology and tricky to troubleshoot. West St is the station with the greatest amount of flow City-wide and in need for more capacity to service the City and Town of Essex. The Town of Essex cost shares West St pump station expenses at 50% with the City per the Two-Party Agreement.

In 2022, Aldrich and Elliott Water Resource Engineers (A&E) conducted a pump station improvement study for the three stations to evaluate available refurbishment/upgrade options for these stations. The study identified a proposed project to refurbish all three stations with a total construction cost estimate of \$3,250,000.

With the sanitation capital fund severely underfunded to meet future needs, it was suggested that a priority list application be submitted to the State of Vermont Clean Water State Revolving Fund (CWSRF) Loan Program. This loan is for \$12,900 for Step I engineering services.

**Costs:** Estimated costs for the three improvement projects is \$3.25 Million which would be funded through the CWSRF program and supported with a bond (the bond vote is now anticipated for April 2025). CWSRF program offers 50% subsidy for Step I and Step II engineering services which includes the \$12,900 Step I (Preliminary Engineering Report) for this project and a future step II agreement estimated to be approximately \$99,000. These services are included in the \$3.25 M total project cost.

The West St Pump Station portion of the project represents the greatest cost of the three, but this cost shared with the Town of Essex.

### Recommended Motion:

I move that the City Council authorize the City Council President to execute the Vermont State Revolving Fund, Loan RF1-375-1.0, in the amount of \$12,900.00, for the Preliminary Engineering Report for the River, Maple, and West St Pump Stations Upgrade.

## LOAN AGREEMENT

### Vermont State Revolving Fund

Loan RF1-375-1.0

Loan Amount: \$12,900.00

1. City of Essex Junction, the Municipality, hereby certifies to the Vermont Bond Bank (“Bond Bank”) that:
  - (a) It will secure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the “Project”), if any, as described in Exhibit A;
  - (b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
    - (i) Principal, administrative fees and interest of the Municipal Note, as the same becomes due; and
    - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, and the system of which is a part;
  - (c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Note shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan, if any.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C) available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality’s certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Note payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any



changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

6. The period of performance for this agreement begins upon execution and ends five years after execution.

7. Notwithstanding paragraph 14 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

8. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Clean Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

9. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

11. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

12. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it

may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

13. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

14. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

15. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

16. The Municipality will obtain flood insurance for any insurable portion of the Project.

17. The Municipality agrees to use the loan proceeds solely for the project for which the loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Funds will be disbursed from Federal Award ID Number CS500001## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

18. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

19. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

20. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Clean Water State Revolving Fund, CFDA number 66.458, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall

have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.


21. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

22. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), may apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208, as applicable.

23. The effective date of the Loan Agreement is the execution date of the General Obligation Note.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:

  
\_\_\_\_\_  
Secretary

VERMONT BOND BANK

By:   
\_\_\_\_\_  
Executive Director

Attest:

\_\_\_\_\_  
Clerk

City of Essex Junction

By: \_\_\_\_\_  
Chair of the Governing Body

And by:

\_\_\_\_\_  
Treasurer

Date \_\_\_\_\_

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Note

EXHIBIT D: Resolution and Certificate

## EXHIBIT A

### PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

#### Description:

This planning loan is for a PER for the River, Maple, and West St Pump Stations Upgrade.

#### Conditions:

- 1) Repayment of this loan shall commence no later than five (5) years after the execution of the loan, unless the terms of the loan indicate the loan principal will be completely forgiven.
- 2) If the project funded with this loan proceeds to construction within five (5) years of loan execution and the construction project is funded with a SRF loan, the planning loan will be consolidated with the construction loan.
- 3) The engineer will meet with the Water Investment Division (WID) to present work summaries at 30% work completion, 60% work completion, and 90% work completion, or as otherwise directed by the WID engineer. Disbursements will not be made without each required meeting and disbursements above 90% of the loan amount will not be made until the final documents have been received, reviewed, and approved by WID.
- 4) After completion of planning, if project construction is to be fully funded by grants and/or loans administered by other federal, state, or local funding agencies (referred to as "alternative funding"), the Applicant will, within sixty (60) days of receiving alternative funds, repay the entire portion of the CWSRF planning loan. Under certain circumstances partial or full planning loan forgiveness may be allowable, such as when planning costs are not being paid for from alternative funds.
- 5) The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

## EXHIBIT B

### LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

#### ENVIRONMENTAL:

- “American Iron and Steel” requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation 16 USC §469a-1
- Bald and Golden Eagle Protection Act, 16 USC §668-668c
- Clean Air Act, 42 USC §7401
- Coastal Barrier Resources Act, 16 USC §3501
- Coastal Zone Management 16 USC §1451
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act, 16 USC §1531
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990 (1977) as amended by Executive Order 12608 (1997)
- Environmental Justice, Executive Order 12898
- Protection and Enhancement of the Cultural Environment, Executive Order 11990 (1977), as amended by Executive Order
- Farmland Protection Policy Act, 7 USC §4201
- Fish and Wildlife Coordination Act, 16 USC §661
- Magnuson-Stevens Fishery Conservation and Management Act, 16 USC §1801 *et seq.*
- Marine Mammal Protection Act, 16 USC §7703 *et seq.*
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act 54 USC § 300101 *et seq.*
- Rivers and Harbors Act, 33 USC §403
- Safe Drinking Water Act, 42 USC §300f
- Wild and Scenic Rivers Act 16 USC §1271

#### ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

#### SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 USC § 47113 - Minority and disadvantaged business participation

- Equal Employment Opportunity, Executive Order 11264
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Signage requirements per 2015 EPA guidance
- 2 CFR 200.216 and section 889 of Public Law 115-232, Prohibition of certain telecommunication and video surveillance services or equipment
- Build America, Buy America (BABA) provisions of the Federal Infrastructure Investment and Jobs Act (IIJA)

## EXHIBIT C

\$12,900.00

UNITED STATES OF AMERICA  
STATE OF VERMONT  
City of Essex Junction  
GENERAL OBLIGATION NOTE

The City of Essex Junction (hereinafter called the “Municipality”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Bond Bank, or registered assigns, the not-to-exceed sum of \$12,900.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 11/1/2029 as follows:

Vermont EPA Clean Water State Revolving Fund						
Essex Junction, Vermont						
Loan RF1-375-1.0						
Prepared on 9/26/2024						
Loan Terms						
Loan Amount:	✓	\$12,900.00				
Loan Term Years	✓	5				
Interest rate:	✓	0.0000%				
Administrative Fee	✓	0.0000%				
Repayment Date	Payment Number	Principal Due	Principal Payment	Principal Forgiven	Interest Payment	Administrative Fees
11/1/2029	✓ 1	12,900.00	1,290.00	6,450.00	0.00	0.00
11/1/2030	✓ 2	5,160.00	1,290.00	0.00	0.00	0.00
11/1/2031	✓ 3	3,870.00	1,290.00	0.00	0.00	0.00
11/1/2032	✓ 4	2,580.00	1,290.00	0.00	0.00	0.00
11/1/2033	✓ 5	1,290.00	1,290.00	0.00	0.00	0.00
			6,450.00	6,450.00	0.00	0.00
For planning purposes only. Figures subject to change based on actual disbursements.						



EXHIBIT C

This Note is payable in lawful money of the United States at M&T Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Note is issued by the Municipality for the purpose of financing planning of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a governing body of the Municipality duly passed on 9/26/2024.

This Note is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Note to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

City of Essex Junction

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Majority of its Governing Body

Date \_\_\_\_\_

\_\_\_\_\_  
Treasurer

EXHIBIT C

\$12,900.00

City of Essex Junction

GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a fully registered Note, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Note. The name and address of the original registered owner of this Note is Vermont Bond Bank, 100 Bank St, Suite 401, Burlington, VT 05402.

\_\_\_\_\_  
Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE  
(General Obligation)  
(Vermont Clean Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the City of Essex Junction (herein called the "Municipality") at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was found and determined that the public interest and necessity required certain public wastewater improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same shall be submitted to the legal voters at meetings thereof, and it will be ordered, all of which action will be hereby ratified and confirmed; and

WHEREAS, the Municipality has applied for financial assistance in planning for the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Bond Bank respecting a Loan from said Bank in the amount of \$12,900.00 to be discounted by the amount of up to \$6,450, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

AND WHEREAS, the Note to be given by the Municipality to the Vermont Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Note to be executed and delivered to the Vermont Bond Bank upon the price and terms stated, and be registered as the law provides; and

BE IT FURTHER RESOLVED, that the Note when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Note, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

## EXHIBIT D

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Note, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$12,900.00 to the Vermont Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that M&T Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Note and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Note payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Note is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Note is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We further certify that no litigation is pending or threatened affecting the validity of the Note nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Note, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

EXHIBIT D

ATTEST:

City of Essex Junction

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_

\_\_\_\_\_

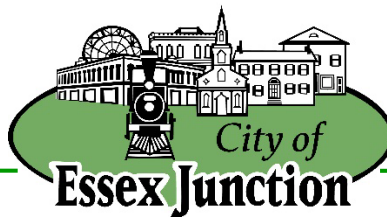
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Majority of its Governing Body

And By:

\_\_\_\_\_  
Its Treasurer



## MEMORANDUM

**To:** City Council  
**From:** Christopher Yuen, Community Development Director  
**CC:** Rick Jones, Public Works Superintendent  
**Date:** November 13, 2024  
**Subject:** Development Fee Schedule Amendment

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**Issue:** The issue is whether the City Council should adopt amendments to the Development Fee Schedule.

### Discussion:

The Community Development Department and Public Works Department has prepared a set of updates to the Development Fee Schedule. These changes are intended to:

1. Realign fees with actual costs of review and service provision, some of which have risen over time,
2. Clarify fee structure for the review of stormwater-only improvements,
3. Add a provision for the pass-through of review costs for excavation in the Crescent Connector Right-of-way as required in by the Corrective Action Plan related to contaminated soils in the area,
4. Reduce the fee for development design review. Current fees for minor changes such as the change of paint color and minor exterior alterations may be excessive and have the effect of discouraging investment or encouraging non-compliance.

### Cost:

N/A

### Recommendation:

It is recommended that the City Council adopt the development fee schedule amendments as presented.

### Recommended Motion:

"I move that the City Council adopt the Development fee Schedule amendments as presented"

### Attachments:

Attachment 1 – Draft development Fee Schedule Amendments.

## CITY OF ESSEX JUNCTION DEVELOPMENT FEE SCHEDULE

Effective Date: MMM DD YYYY

**NOTE: ALL FEES ARE DUE UPON SUBMITTAL OF APPLICATIONS. APPLICATIONS SHALL NOT BE CONSIDERED COMPLETE NOR RECEIVED WITHOUT PAYMENT OF REQUIRED FEES. ALL FEES WILL BE ACCORDING TO THE CURRENT CITY FEE SCHEDULE AT THE TIME THE APPLICATION IS SUBMITTED AND APPROVED, FEES ARE NON-REFUNDABLE. ALL APPLICATION FEES SHALL BE DOUBLE THE AMOUNT LISTED BELOW FOR APPLICATIONS SUBMITTED AFTER THE ACTIVITY HAS COMMENCED FOR WHICH APPROVAL IS BEING SOUGHT WITH THE EXCEPTION OF SCHOOL IMPACT FEES, SEWER AND WATER FEES.s**

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### **1. SUBDIVISION APPLICATION**

**A \$15 per application recording fee, and \$25 per plat recording fee, will be assessed in addition to the following fees:**

Boundary Line Adjustments	\$200
Lot Consolidation or Vacation of Property Line	\$200
Subdivision, Conventional <sup>i</sup>	
A. Sketch Plan	\$50 per lot/unit
B. Preliminary Plat	\$100 per lot/unit
C. Final Plat	\$200 per lot/unit
Planned Residential Development <sup>1</sup>	
A. Conceptual Plan	\$50 per lot/unit
B. Preliminary Plan	\$100 per lot/unit

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<sup>1</sup> If combination application for Planned Development and Subdivision Review, only one application fee is required. Fees charged will be the higher of each individual fee.

C. Final Plan	\$200 per lot/unit
Planned Commercial Development <sup>1</sup>	
A. Conceptual Plan	\$.10 per sf
B. Preliminary Plan	\$.15 per sf
C. Final Plan	\$.20 per sf
Agriculture Planned Development	
A. Conceptual Plan	\$50 per lot/unit
B. Preliminary Plan	\$100 per lot/unit
C. Final Plan	\$200 per lot/unit
Amendments <sup>2</sup>	
A. Subdivisions	\$400
B. Planned Development	
1. Major	\$450
2. Minor	\$250
3. Minimal	\$150

## **2. EXPOSITION CENTER PLANNED DEVELOPMENT**

**A \$15 per application recording fee will be assessed in addition to the following fees.**

Conceptual Plan	\$150
Major Activities Permit	\$400
Annual Activities Permit	\$850
Temporary Activities Permit	\$150
Concert Application	\$250

## **3. SITE PLAN APPLICATION**

**A \$15 per application recording fee will be assessed in addition to the following fees.**

<u>Minimum Site Plan or Application Fee<sup>3</sup></u>	<u>\$150</u>
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Commercial and Industrial

A. Conceptual Plan	\$150
B. Less than 1,000 sq. ft. of improved area <sup>4</sup>	\$200
C. 1,001 to 2,500 sq. ft. of improved area <sup>4</sup>	\$350

<sup>2</sup> Fee based on area affected by proposed amendment.

<sup>3</sup> The minimum fee is assessed for site plan applications not otherwise indicated below, or if the unit-based total falls below the minimum fee.

<sup>4</sup> Improved area includes but is not limited to driveways, parking lots, paths, roads and structures not solely intended for use in stormwater management. Improved area excludes areas solely dedicated to stormwater management.



D. 2,501 to 5,000 sq. ft. of improved area <sup>4</sup>	\$550
E. 5,001 to 10,000 sq. ft. of improved area <sup>4</sup>	\$850
F. Greater than 10,000 sq. ft. of improved area <sup>4</sup>	\$1200
G. Design Review (no increase in footprint)	<del>\$450</del> 150
<u>H. Design Review (change of color only)</u>	<u>\$50</u>

#### Residential

A. <del>Three Family, Four Family and</del> Multi-Family	\$150 per unit
B. Conceptual Plan	\$150
<u>C. Design Review (no increase in footprint)</u>	<u>\$150</u>
<u>D. Design Review (change of color only)</u>	<u>\$50</u>

#### Public and Semi-Public<sup>5</sup>

A. Less than 1,000 sq. ft. of improved area	\$150
B. 1,001 to 2,500 sq. ft. of improved area	\$.15 per sf
C. 2,501 sq. ft. to 5,000 sq. ft. of improved area	\$.15 per sf
D. 5,001 to 10,000 sq. ft. of improved area	\$.15 per sf
E. Greater than 10,000 sq. ft. of improved area	\$.15 per sf
F. Greater than 100,000 sq. ft. of improved area	\$ 15,000

Land Disturbance Only	\$.10 per sf
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#### Amendments

A. Major	\$250
B. Minor	\$150

### **4. ENGINEER PLAN REVIEW AND INSPECTIONS**

The applicant will pay the actual cost for engineering plan review and construction inspections by the City Engineer. The City Engineer will bill the municipality for services rendered and the municipality will bill the applicant. All bills for plan review must be paid in full prior to the issuance of a zoning permit for the project. All inspection fees must be paid prior to the issuance of a Certificate of Occupancy for the Project (For larger projects the fee must be paid prior to the issuance of a final Certificate of Occupancy).

<sup>5</sup> Fees shall be waived for projects paid for by the City of Essex Junction General Fund and for projects in City parks, but all associated recording fees shall be paid.

## **5. CONDITIONAL USE AND SPECIAL USE PERMIT**

**A \$15 per application recording fee will be assessed in addition to the following fees.**

Conditional Use	\$200
Special Use	\$200

## **6. SIGN PERMIT**

**A \$15 per application recording fee will be assessed in addition to the following fees.**

Temporary Sign	No Fee
Temporary Sign in Right-of-Way	\$50
Wall Sign	\$50
Projecting Sign	\$50
Freestanding Sign	\$50
Home Occupation Sign	\$50

## **7. ZONING/BUILDING PERMIT**

**A \$15 per application recording fee will be assessed in addition to the following fees.**

### **Commercial and Industrial**

A. Less than 1,000 sq. ft. of improved area	\$150
B. 1,001 to 2,500 sq. ft. of improved area	\$150 or .10/sf whichever is greater
C. 2,501 to 5,000 sq. ft. of improved area	\$.10 per sf
D. 5,001 to 10,000 sq. ft. of improved area	\$.10 per sf
E. Greater than 10,000 sq. ft. of improved area	\$.10 per sf
F. Greater than 100,000 sq. ft. of improved area	\$10,000
F. Design Review (no increase in footprint)	<del>\$200</del> <u>50</u>

### **Residential**

A. Single Family Detached	
1. New Principal Dwelling	\$300
2. Addition	
a. Less than 500 sq. ft.	\$100
b. 500 sq. ft or greater	\$200
3. Accessory Structures	
a. Detached Garage	\$100
b. Storage Sheds, Decks, Swimming Pools, Driveways, etc.	\$50
B. Accessory Apartments	\$ 200
C. Two-Family, Three-Family, Four-Family and Multi-Family	\$300/unit

D. Land Filling/Regrading	\$100
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### **Public and Semi-Public<sup>5</sup>**

A. Less than 1,000 sq. ft. of improved area	\$150
B. 1,001 to 2,500 sq. ft. of improved area	\$150 or .10/sf whichever is greater
C. 2,501 to 5,000 sq. ft. of improved area	\$.10 per sf
D. 5,001 to 10,000 sq. ft. of improved area	\$.10 per sf
E. Greater than 10,000 sq. ft. of improved area	\$.10 per sf
F. Greater than 100,000 sq. ft. of improved area	\$10,000
New Use or Change of Use	\$200
Demolition or Relocation	\$200
Home Occupation	\$50
Certificate of Occupancy	\$50
Temporary Certificate of Occupancy	\$50

### **8. TEMPORARY USE, STRUCTURE OR ACTIVITY PERMIT**

Temporary Use	\$50
Temporary Sale of Vehicles	\$50
Temporary Structure	\$50
Sidewalk or Tent Sale, Commercial	\$50
Yard or Garage Sale	No Fee
Peddlers, Door to Door	\$25
Move Structure on City Streets	\$100

### **9. EXCAVATION AND RIGHT-OF-WAY PERMIT**

Excavation permits are classified as major or minor permits.

Major Excavation Permit	\$100.00 per project application
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Major Excavation Permit is issued for work within the public right-of-way, which will disturb the roadbed, pavement, sidewalk or curbing.

If the cut is under 100 sq. ft., the Public Works Department will perform the repair and bill the applicant for the time and material costs (see PUBLIC WORKS TIME AND MATERIALS FEE SCHEDULE) or as otherwise agreed to by the Public Works Superintendent.

If the cut is over 100 sq. ft., the applicant will be required to hire a qualified contractor to make the repair in accordance with Essex Junction Public Works specifications.

Minor Excavation Permit	\$30.00 per project application
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Minor Excavation Permit is for other work within the right-of-way which will not disturb the roadbed, pavement, sidewalk, or curbing.

#### Earth Work within Crescent Connector Right-Of-Way<sup>6</sup>

In accordance with the Municipal Code Ordinance Regulating Earth Work Within the Crescent Connector Right-of-Way, all earthwork within the Crescent Connector Right-Of-Way (Railroad Street between Park Street and Main Street) require review and prior approval due to the presence of contaminated soil. The applicant will pay the actual cost for plan review and construction inspections by the City Engineer and/or City's consultant. The City Engineer and/or consultant will bill the municipality for services rendered and the municipality will bill the applicant. All bills for plan review must be paid in full prior to the issuance of an excavation permit.

**NOTE:** Excavations for water and sewer services are not included in the fees for WATER SERVICE and SEWER SERVICE

### **10. SEWER SERVICE**

Connection Fee to Municipal Sewer System \$7.19 per gallon/day

- Connection fees are assessed on all new units, as defined in Chapter 2 the Land Development Code
- Connection fees may be waived if a new unit does not require the modification or replacement of an existing sewer connection
- Flow rates (gallon/day) are determined by State of Vermont Wastewater System and Potable Water Supply Rules

Municipal Sewer System Capacity Allocation Fee \$12.80 per gallon/day

- Allocation fees are assessed based on net increase in wastewater capacity requested through Sewer Allocation Request form.

Private Septic System

- |                 |       |
|-----------------|-------|
| A. Conventional | \$100 |
| B. Mound        | \$150 |

Private Packaged Treatment System \$250

### **11. WATER SERVICE**

Tap, Curb Stop, Meter and Final Installation to be done by the Municipality. Excavation provided by the applicant. Meter will be supplied by the Municipality.

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<sup>6</sup> This section will take effect upon completion of the Crescent Connector project and adoption of the new Municipal Code: Ordinance Regulating Earth Work Within the Crescent Connector Right-of-Way.

A. 3/4" Service (existing curb stop)	\$550 per meter
B. 3/4" Service, tap and curb stop	\$650 per meter
<del>C. 1" Service, tap and curb stop</del>	<del>\$700 per meter</del>
<del>D. 12" Service, tap and curb stop</del>	<del>\$1,100 per meter</del>
<del>E. 2" Service</del>	<del>\$1,400 per meter</del>
New 5/8" meter without tap or replace existing 5/8" meter	<del>\$300-350</del> per meter

### For a Meter Above ~~3/4~~"

Tap, Gate Valve, curb stop~~Installation of the Meter~~, and Excavation shall be done by the applicant under the supervision of the City Engineer. If a metering vault is required, it shall be the responsibility of the applicant. ~~The Municipality will purchase the meter and provide it to the applicant at cost, plus \$500.~~

A. 1" Service, tap and curb stop	\$700 per meter
B. 1 1/2" Service, tap and curb stop	\$1,100 per meter
C. 2" Service	\$1,400 per meter
<u>D. Anything larger: The Municipality will purchase the meter and provide it to the applicant at cost, plus \$500.</u>	

Water meter test ~~5/8" to 12" meter~~ ~~One hour~~ At C cost  
~~of labor~~

~~Water meter test - large meter~~ ~~Cost~~

**NOTE: If meter is defective there is no charge for meter test**

Shut water off at curb stop - Regular time	<del>\$25</del> 40
Turn water on at curb stop - Regular time	<del>\$25</del> 40
Turn on or shut off during overtime hours per call-in	\$100
These rates shall not apply to delinquent account reconnections, which shall be in accordance with the maximum amount allowed by Vermont state law.	

## **12. OTHER PERMITS AND FEES**

~~Written Administrative Determinations~~Certificate of Zoning Compliance / Administrative Determination ~~\$25~~50

Fee for Returned Check or Other Form of Payment	\$25
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## **13. RELIEF AND APPEALS**

Appeal of Administrative Determination	\$100
Appeal of Staff Decision to Development Review Board	\$100

Appeal of Staff Decision to City Council	\$100
Request for Variance	\$100
Waivers to General Development Standards	\$100
Waivers to Subdivision Standards	\$100
Waivers to Public Works Standards	\$100

#### **14. COPY FEES**

##### Text

A. Comprehensive Plan	Cost
B. Developers Handbook	\$5
C. Unified Development Code	Cost

##### Photo Copies

A. 8 2 X 11 (each side)	\$0.10
B. 11 X 14 (each side)	\$0.25
C. 11 X 17 (each side)	\$0.25

##### Maps

A. City Map	\$1.50
B. Plats, Large Maps	\$5

#### **15. PUBLIC WORKS TIME AND MATERIALS FEE SCHEDULE**

Labor - Regular Time	\$35/hr.
Labor - Overtime	\$52.50./hr set at true 1.5 times
OT	
Materials	Cost
Equipment Fee based on applicable Federal Schedule of Equipment Rates as amended	
<a href="https://www.fema.gov/assistance/public/schedule-equipment-rates">https://www.fema.gov/assistance/public/schedule-equipment-rates</a>	
Compactor	
Compressor	
Dump Truck	
Loader	
Pickup Truck	
Roller	
Street Sweeper	
Trailer	
Power broom	
Loader Backhoe	
Vacuum Truck	

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11/01/24

## City of Essex Junction Accounts Payable

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Check Warrant Report # 24059 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 11/01/24 To 11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
80132	ACHEE, DAVID	10/22/24	Stipend BWAC October 24 102224Achee	210-5-16-10-190.000 Board member Payments	50.00	53843	11/01/24
05290	ADVANCE AUTO PARTS	10/28/24	OIL 5W30 FULL SYN 5 QT F 455243025240	210-5-40-12-626.000 Gasoline	195.93	53844	11/01/24
05290	ADVANCE AUTO PARTS	10/28/24	Oil filters 455243025241	210-5-40-12-430.000 R&M Vehicles & Equipment	29.16	53844	11/01/24
05290	ADVANCE AUTO PARTS	10/29/24	OIL DRAIN PLUG for Truck 552430352450	210-5-40-12-610.000 General Supplies	4.78	53844	11/01/24
05290	ADVANCE AUTO PARTS	10/29/24	Fibre Dsc 2in 80 552430352475	210-5-40-12-610.000 General Supplies	34.05	53844	11/01/24
07305	AIRGAS USA LLC	10/16/24	Oxygen 1134265036	210-5-25-10-613.000 Program Supplies	125.65	53845	11/01/24
19815	AMAZON CAPITAL SERVICES	10/28/24	BL JBooks OCT24 1137H73349DP	210-5-35-10-640.202 Juvenile Collection	96.49	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/22/24	Seniors Supplies 11R4Y3Y7DPPN	210-5-30-10-610.000 General Supplies	102.22	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/28/24	BL CProg-Teen OCT24 1MJN47JJ16J6	210-5-35-10-840.202 Childrens Programs	76.26	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/17/24	BL JBooks OCT24 1PYRFRFLMW1P	210-5-35-10-640.202 Juvenile Collection	59.44	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/16/24	BL Supplies OCT24 1RD6331L7XWV	210-5-35-10-610.000 General Supplies	73.47	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/23/24	BL SuppliesJ OCT24 1TXDXRF1MT4M	210-5-35-10-610.000 General Supplies	126.60	53846	11/01/24
29410	BERGENDAHL DOROTHY	10/23/24	BL DBerg BrdPymnt OCT24 BERG1024	210-5-35-10-190.000 Board Member Payments	50.00	53849	11/01/24
30125	BIEBER PHILLIP	10/22/24	Stipend BWAC October 2024 102224Bieber	210-5-16-10-190.000 Board member Payments	50.00	53850	11/01/24
80017	BOWKER ERIC	10/22/24	Stipend BWAC October 2024 102224Bowker	210-5-16-10-190.000 Board member Payments	50.00	53853	11/01/24
00530	BRODART CO	09/25/24	BL ABooks SEP24 B6863931	210-5-35-10-640.201 Adult Collection	22.49	53855	11/01/24
00530	BRODART CO	09/30/24	BL JBooks OCT24 B6867924	210-5-35-10-640.202 Juvenile Collection	108.22	53855	11/01/24
00530	BRODART CO	09/30/24	BL JBooks OCT24 B6867924	210-5-35-10-610.000 General Supplies	8.08	53855	11/01/24
00530	BRODART CO	09/30/24	BL JBooks OCT24 B6868002	210-5-35-10-640.202 Juvenile Collection	144.52	53855	11/01/24
00530	BRODART CO	09/30/24	BL JBooks OCT24 B6868002	210-5-35-10-610.000 General Supplies	11.11	53855	11/01/24
00530	BRODART CO	09/30/24	BL JBooks OCT24 B6868073	210-5-35-10-640.202 Juvenile Collection	40.65	53855	11/01/24
00530	BRODART CO	09/30/24	BL JBooks OCT24 B6868073	210-5-35-10-610.000 General Supplies	3.03	53855	11/01/24
00530	BRODART CO	10/03/24	BL JBooks OCT24 B6871900	210-5-35-10-640.202 Juvenile Collection	31.48	53855	11/01/24
00530	BRODART CO	10/03/24	BL JBooks OCT24 B6871900	210-5-35-10-610.000 General Supplies	2.02	53855	11/01/24
00530	BRODART CO	10/03/24	BL JBooks OCT24 B6871902	210-5-35-10-640.202 Juvenile Collection	59.90	53855	11/01/24



11/01/24

## City of Essex Junction Accounts Payable

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Check Warrant Report # 24059 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 11/01/24 To 11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
00530	BRODART CO	10/03/24	BL JBooks OCT24 B6871902	210-5-35-10-610.000 General Supplies	5.05	53855	11/01/24
00530	BRODART CO	10/03/24	BL JBooks OCT24 B6871920	210-5-35-10-640.202 Juvenile Collection	169.67	53855	11/01/24
00530	BRODART CO	10/03/24	BL JBooks OCT24 B6871920	210-5-35-10-610.000 General Supplies	13.13	53855	11/01/24
00530	BRODART CO	10/07/24	BL JBooks OCT24 B6873401	210-5-35-10-640.202 Juvenile Collection	76.40	53855	11/01/24
00530	BRODART CO	10/07/24	BL JBooks OCT24 B6873401	210-5-35-10-610.000 General Supplies	8.08	53855	11/01/24
00530	BRODART CO	10/07/24	BL FNDNBooks OCT24 B6873454	210-5-90-00-991.000 Library Donation Expense	48.05	53855	11/01/24
00530	BRODART CO	10/07/24	BL FNDNBooks OCT24 B6873454	210-5-35-10-610.000 General Supplies	3.03	53855	11/01/24
00530	BRODART CO	10/07/24	BL FNDNBooks OCT24 B6873466	210-5-90-00-991.000 Library Donation Expense	63.16	53855	11/01/24
00530	BRODART CO	10/07/24	BL FNDNBooks OCT24 B6873466	210-5-35-10-610.000 General Supplies	4.04	53855	11/01/24
00530	BRODART CO	10/08/24	BL JBooks OCT24 B6874070	210-5-35-10-640.202 Juvenile Collection	286.01	53855	11/01/24
00530	BRODART CO	10/08/24	BL JBooks OCT24 B6874070	210-5-35-10-610.000 General Supplies	19.19	53855	11/01/24
00530	BRODART CO	10/08/24	BL JBooks OCT24 B6874129	210-5-35-10-640.202 Juvenile Collection	41.36	53855	11/01/24
00530	BRODART CO	10/08/24	BL JBooks OCT24 B6874129	210-5-35-10-610.000 General Supplies	4.04	53855	11/01/24
00530	BRODART CO	10/08/24	BL JBooks OCT24 B6874189	210-5-35-10-640.202 Juvenile Collection	166.50	53855	11/01/24
00530	BRODART CO	10/08/24	BL JBooks OCT24 B6874189	210-5-35-10-610.000 General Supplies	12.12	53855	11/01/24
00530	BRODART CO	10/16/24	BL JBooks OCT24 B6878050	210-5-35-10-640.202 Juvenile Collection	63.93	53855	11/01/24
00530	BRODART CO	10/16/24	BL JBooks OCT24 B6878050	210-5-35-10-610.000 General Supplies	4.04	53855	11/01/24
00530	BRODART CO	10/16/24	BL JBooks OCT24 B6878102	210-5-35-10-640.202 Juvenile Collection	33.95	53855	11/01/24
00530	BRODART CO	10/16/24	BL JBooks OCT24 B6878102	210-5-35-10-610.000 General Supplies	1.01	53855	11/01/24
00530	BRODART CO	10/16/24	BL JBooks OCT24 B6878147	210-5-35-10-640.202 Juvenile Collection	10.79	53855	11/01/24
00530	BRODART CO	10/16/24	BL JBooks OCT24 B6878147	210-5-35-10-610.000 General Supplies	1.01	53855	11/01/24
00530	BRODART CO	10/22/24	BL FNDNBks OCT24 B6880939	210-5-90-00-991.000 Library Donation Expense	92.34	53855	11/01/24
00530	BRODART CO	10/22/24	BL FNDNBks OCT24 B6880939	210-5-35-10-610.000 General Supplies	6.06	53855	11/01/24
30360	BURLINGTON TELECOM	11/01/24	Phone/Internet November 2 43985110124	210-5-41-20-530.000 Communications	359.64	53857	11/01/24
30360	BURLINGTON TELECOM	11/01/24	Phone/Internet November 2 43985110124	210-5-41-22-530.000 Communications	53.16	53857	11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
30360	BURLINGTON TELECOM	11/01/24	Phone/Internet November 2 43985110124	210-5-41-26-530.000 Communications	282.48	53857	11/01/24
30360	BURLINGTON TELECOM	11/01/24	Phone/Internet November 2 43985110124	210-5-30-13-530.000 Communications	26.58	53857	11/01/24
30360	BURLINGTON TELECOM	11/01/24	Phone/Internet November 2 43985110124	210-5-41-23-530.000 Communications	194.74	53857	11/01/24
30360	BURLINGTON TELECOM	11/01/24	Phone/Internet November 2 43985110124	210-5-40-12-530.000 Communications	161.16	53857	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	210-5-30-12-610.000 General Supplies	565.12	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	210-5-30-10-610.000 General Supplies	72.88	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	210-5-30-10-330.000 Professional Services	195.00	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	210-5-17-10-850.000 Community Events and Cele	4.99	53858	11/01/24
V0461	CENTRAL BEVERAGE	10/09/24	BL NewsPprs SEP24 127	210-5-35-10-640.201 Adult Collection	447.75	53860	11/01/24
21210	CINTAS LOC # 68M 71 M	10/24/24	Supplies for shop 4209302675	210-5-13-10-610.000 General Supplies	180.41	53862	11/01/24
21210	CINTAS LOC # 68M 71 M	10/18/24	GLV ION CHILL HV ORG THER 5235389312	210-5-40-12-610.000 General Supplies	146.42	53862	11/01/24
17895	CLEAN NEST	10/01/24	City Bldg Cleaning Sept 15366	210-5-41-21-420.000 Cleaning Services	3030.00	53863	11/01/24
17895	CLEAN NEST	10/01/24	City Bldg Cleaning Sept 15366	210-5-41-20-420.000 Cleaning Services	723.31	53863	11/01/24
04940	COMCAST	10/19/24	2 Lincoln Internet Novemb 013634311012	210-5-41-20-530.000 Communications	248.39	53865	11/01/24
25715	DONALD L. HAMLIN CONSULT	09/30/24	Statement Period: August 2481493024	210-5-40-13-451.000 Summer Construction Servi	2310.71	53871	11/01/24
35260	EAST COAST PRINTERS INC	10/16/24	Misc Uniforms 10152415	210-5-40-12-612.000 Uniforms	763.00	53874	11/01/24
19410	EAST COAST SIGNALS	10/28/24	SEPT 2024 Service Work 0924201953	210-5-40-12-572.000 Traffic Control	320.00	53875	11/01/24
V0795	ESSEX TOWN OF	10/04/24	Q1 PD/Assessor/Debt 1340	210-5-15-10-330.000 Professional Services	22267.66	53879	11/01/24
V0795	ESSEX TOWN OF	10/04/24	Q1 PD/Assessor/Debt 1340	210-5-95-00-900.000 Transfer Between Town/Cit	50143.41	53879	11/01/24
V0795	ESSEX TOWN OF	10/04/24	Q1 PD/Assessor/Debt 1340	210-5-18-10-800.108 Essex Police Dept	710254.84	53879	11/01/24
80021	FIRST NATIONAL BANK OF OM	09/13/24	PW Job Ad Ineeded 00835941	210-5-10-10-540.000 Advertising	500.05	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	09/30/24	PW job ad sept 24 01047111	210-5-10-10-540.000 Advertising	16.03	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	09/20/24	Staff Appreciation Lunch 092024	210-5-10-10-845.000 Employee/Volunteer Recogn	43.47	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	09/26/24	Road Stencils 092624	210-5-40-12-572.000 Traffic Control	88.00	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	10/08/24	Annual VT Dev Conf Cyuen 100824 mgigu	210-5-16-10-500.000 Training, Conf, Dues	350.00	53882	11/01/24

11/01/24

## City of Essex Junction Accounts Payable

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Check Warrant Report # 24059 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 11/01/24 To 11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
80021	FIRST NATIONAL BANK OF OM	10/01/24	GOCO Oct 24 141728	210-5-10-10-505.000 Tech. Subs, Licenses	748.00	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	09/25/24	PW job ad Sept 24 3 2400966215	210-5-10-10-540.000 Advertising	515.60	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	09/20/24	2 Lincoln Supplies 2642607	210-5-10-10-610.000 General Supplies	42.90	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	09/20/24	2 Lincoln Supplies 2642607	210-5-41-20-610.000 General Supplies	15.68	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	10/03/24	admin time tracking Sep 2 437996	210-5-13-10-505.000 Tech. Subs, Licenses	200.00	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	10/03/24	Brownell time tracking Se 438450	210-5-13-10-505.000 Tech. Subs, Licenses	204.00	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	09/16/24	Hand Cart 4870643	210-5-10-10-610.000 General Supplies	41.98	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	09/26/24	2 Lincoln Supplies 5481034	210-5-11-10-610.000 General Supplies	10.73	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	09/26/24	2 Lincoln Supplies 5481034	210-5-16-10-610.000 General Supplies	24.63	53882	11/01/24
80021	FIRST NATIONAL BANK OF OM	09/11/24	APA Conference Stowe VT 68P92172E132	210-5-16-10-500.000 Training, Conf, Dues	607.30	53882	11/01/24
244635	FIRST NATIONAL BANK OMAHA	10/15/24	Firebird Cafe Council Tou 101524	210-5-11-10-610.000 General Supplies	35.94	53884	11/01/24
21845	FIRST NATIONAL BANK OMAHA	10/18/24	BL CProg, TechAcc SEP24 0017 1024	210-5-35-10-840.202 Childrens Programs	20.99	53885	11/01/24
21845	FIRST NATIONAL BANK OMAHA	10/18/24	BL CProg, TechAcc SEP24 0017 1024	210-5-35-10-505.000 Tech. Subs, Licenses	139.05	53885	11/01/24
21835	FIRST NATIONAL BANK OMAHA	09/25/24	Microsoft 365 Subscriptio 09252024	210-5-25-10-505.000 Tech. Subs, Licenses	106.99	53886	11/01/24
21835	FIRST NATIONAL BANK OMAHA	10/21/24	CR Subscrip Cancellation 10212024	210-5-25-10-505.000 Tech. Subs, Licenses	-106.99	53886	11/01/24
21835	FIRST NATIONAL BANK OMAHA	09/21/24	Donuts Coffee 6389	210-5-25-10-500.000 Training, Conf, Dues	42.48	53886	11/01/24
25410	FIRST NATIONAL BANK OMAHA	10/18/24	Postage 20241018	210-5-12-10-560.000 Postage	156.40	53887	11/01/24
80042	GOV OS INC	10/17/24	October land records 1NV7750	210-5-12-10-505.000 Tech. Subs Licenses	357.00	53890	11/01/24
07010	GREEN MOUNTAIN POWER CORP	10/14/24	Non-Solar Accounts 09/12/ 101424NS	210-5-40-12-622.200 Streetlight Electricity	12176.19	53892	11/01/24
07010	GREEN MOUNTAIN POWER CORP	10/14/24	Non-Solar Accounts 09/12/ 101424NS	210-5-40-12-622.000 Electricity	866.25	53892	11/01/24
07010	GREEN MOUNTAIN POWER CORP	10/10/24	MSP Power November 102475MAPLE	210-5-41-26-622.000 Electricity	425.22	53893	11/01/24
07010	GREEN MOUNTAIN POWER CORP	10/10/24	MSP Power November 102475MAPLE2	210-5-41-26-622.000 Electricity	42.78	53894	11/01/24
07010	GREEN MOUNTAIN POWER CORP	10/16/24	Railroad Street Crossing 83616101624	210-5-40-12-622.000 Electricity	276.18	53896	11/01/24
07010	GREEN MOUNTAIN POWER CORP	10/16/24	Electricity for Park/Rail 8592101624	210-5-40-12-622.000 Electricity	139.85	53897	11/01/24
80091	HERGESHEIMER KAREN	10/23/24	BL BrdStipend OCT24 HERG 102024	210-5-35-10-190.000 Board Member Payments	50.00	53898	11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
30370	HERTZ FURNITURE SYSTEMS L	10/09/24	BL FurniturePart OCT24 712631	210-5-35-10-755.000 Furniture & Fixtures	110.83	53899	11/01/24
24250	IMPACT FIRE LLC	10/23/24	15 LB CO2 FIRE EXTINGUISH 25034953	210-5-41-21-431.000 R&M Buildings & Grounds	685.00	53901	11/01/24
27670	IROQUOIS MANUFACTURING, I	10/28/24	CABLE ASSEMBLY, SPINNER M 170871	210-5-40-12-430.000 R&M Vehicles & Equipment	81.52	53902	11/01/24
80087	KONICA MINOLTA PREMIER FI	10/11/24	Copier Lease October 2024 540120722	210-5-10-10-442.000 Rental Vehicles/Equip	165.54	53904	11/01/24
80087	KONICA MINOLTA PREMIER FI	10/11/24	Copier Lease October 2024 540120722	210-5-30-10-442.000 Rental Vehicles/Equip	149.40	53904	11/01/24
80087	KONICA MINOLTA PREMIER FI	10/11/24	Copier Lease October 2024 540120722	210-5-35-10-442.000 Rental Vehicles/Equip	328.00	53904	11/01/24
80087	KONICA MINOLTA PREMIER FI	10/11/24	Copier Lease October 2024 540120722	210-5-40-12-442.000 Rental Vehicles/Equip	70.40	53904	11/01/24
V9454	LENNY'S SHOE & APP	10/23/24	Uniform for Dan Verwey Pu 4032489	210-5-40-12-612.000 Uniforms	244.98	53907	11/01/24
25625	LOWE'S - 1080	10/02/24	EJRP Lowes October 41910801024	210-5-41-20-431.000 R&M Buildings & Grounds	46.45	53909	11/01/24
25625	LOWE'S - 1080	10/02/24	EJRP Lowes October 41910801024	210-5-30-12-610.000 General Supplies	879.74	53909	11/01/24
26920	MAYVILLE DARBY	10/16/24	BCA Minutes 10-15-24 28	210-5-12-10-330.000 Professional Services	48.00	53911	11/01/24
80012	MECHLER THOMAS	10/25/24	BL CProg-DD OCT24 MECH 102024	210-5-35-10-840.202 Childrens Programs	100.00	53912	11/01/24
V10462	MONAGHAN SAFAR DUCHAM PL	09/30/24	Sept 2024 legal Sept 2024	210-5-10-10-320.000 Legal Services	2563.00	53913	11/01/24
V10462	MONAGHAN SAFAR DUCHAM PL	09/30/24	Sept 2024 legal Sept 2024	210-5-16-10-320.000 Legal Services	2133.50	53913	11/01/24
80058	MSR SOUND	10/11/24	Sound for Ribbon Cutting 1122-880696	210-5-10-10-850.000 Community Events and Cele	500.00	53915	11/01/24
10220	NEW ENGLAND AIR SYSTEMS L	10/17/24	Park St HVAC Service 201969	210-5-41-23-431.000 R&M Buildings & Grounds	1219.77	53916	11/01/24
37605	NEW ENGLAND MUNICIPAL RES	10/04/24	online PRC annual fee 55726	210-5-15-10-505.000 Tech. Subs, Licenses	515.00	53917	11/01/24
80081	O'BRIEN JOHN	10/22/24	Stipend BWAC October 2024 102224OBrien	210-5-16-10-190.000 Board member Payments	50.00	53918	11/01/24
80095	OCLC INC	10/17/24	BL AColl-Digi 1024-1025 1000407396	210-5-35-10-640.201 Adult Collection	1125.00	53919	11/01/24
80095	OCLC INC	10/17/24	BL AColl-Digi 1024-1025 1000407396	210-1-00-00-120.000 Prepaid Expenses	375.00	53919	11/01/24
19325	OPEN APPROACH INC	10/11/24	iPad Management 24236	210-5-25-10-570.000 Other Purchased Services	8532.00	53920	11/01/24
23420	P & P SEPTIC SERVICE INC.	10/18/24	Cascade Portolet October T632809	210-5-30-12-330.000 Professional Services	120.00	53922	11/01/24
24100	PERMA-LINE CORP OF NEW EN	10/12/24	FINISHED TRAFFIC SIGNS-TY 206598	210-5-40-12-572.000 Traffic Control	91.55	53924	11/01/24
80133	PHILBROOK, LAUREN	10/22/24	Stipend BWAC October 2024 102224Philbr	210-5-16-10-190.000 Board member Payments	50.00	53925	11/01/24
V10554	PHOENIX BOOKS BURLINGTON	10/15/24	BL J-FNDN Books OCT24 1292274	210-5-90-00-991.000 Library Donation Expense	41.57	53926	11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
25140	PIKE INDUSTRIES INC	10/16/24	Asphalt 1302952	210-5-40-12-605.000 Summer Construction Suppl	306.28	53927	11/01/24
25140	PIKE INDUSTRIES INC	10/28/24	Asphalt 1305517	210-5-40-12-605.000 Summer Construction Suppl	379.24	53927	11/01/24
80050	PLAGEMAN ROBERT M	10/29/24	Stipend CRC October 2024 102924Plagem	210-5-13-10-190.000 Board Member Payments	50.00	53928	11/01/24
37430	R R CHARLEBOIS INC	10/16/24	Fluid Film BC03304	210-5-25-10-430.000 R&M Vehicles & Equipment	675.00	53931	11/01/24
37430	R R CHARLEBOIS INC	10/16/24	State Inspection Fluid C RC87280	210-5-25-10-430.000 R&M Vehicles & Equipment	1195.59	53931	11/01/24
80069	RAFTELLIS FINANCIAL CONSU	10/10/24	Prof serv 9 01, 2024 to 9 35881	210-5-40-13-330.000 Professional Services	2346.25	53932	11/01/24
18010	REYNOLDS & SON, INC.	10/16/24	Suspenders-2024-09-26 10: 3445876	210-5-25-10-612.000 Uniforms	162.36	53933	11/01/24
80162	RITCCA CONFERNCE FUND	10/21/24	N.E. Clerk's Conf 57th Conf	210-5-12-10-500.000 Training Conf Dues	400.00	53934	11/01/24
02050	RON BUSHEY'S SUNOCO	10/15/24	Oil Change and State Insp 208624	210-5-25-10-430.000 R&M Vehicles & Equipment	140.00	53937	11/01/24
29085	SAVATREE BARRETT'S TREE	10/07/24	cut 5 trees159 West Stree 000675298	210-5-40-12-571.000 Streetscape Maintenance	5388.00	53938	11/01/24
42565	SEVEN DAYS	10/23/24	PC Hearing Nov 7 2024 242176	210-5-16-10-540.000 Advertising	134.68	53939	11/01/24
29835	SHERWIN-WILLIAMS	10/01/24	MSP Paint 47083	210-5-30-12-610.000 General Supplies	118.05	53940	11/01/24
29470	SIKORA SERVICE CENTER	10/25/24	REPLACE ONE TRAILER TIRE 40579	210-5-40-12-430.000 R&M Vehicles & Equipment	126.95	53941	11/01/24
V10040	SMALL DOG ELECTRONICS	10/16/24	BL Computrs-iPads OCT24 SB1479416	210-5-35-10-735.000 Tech: Equip/Hardware	1240.00	53942	11/01/24
80160	UNDERDOG FILM LLC	10/04/24	BL Grant Prog OCT24 1084	210-5-35-10-895.000 State and Other Grant Exp	250.00	53947	11/01/24
36130	VERIZON WIRELESS VSAT	10/17/24	Cellular Service October 9976532521	210-5-10-10-530.000 Communications	40.44	53948	11/01/24
36130	VERIZON WIRELESS VSAT	10/17/24	Cellular Service October 9976532521	210-5-25-10-530.000 Communications	100.06	53948	11/01/24
36130	VERIZON WIRELESS VSAT	10/17/24	Cellular Service October 9976532521	210-5-40-12-530.000 Communications	80.52	53948	11/01/24
23395	VILLAGE HARDWARE - WILLIS	10/23/24	NUTS-BOLTS-SCREWS 519053	210-5-40-12-610.000 General Supplies	2.98	53951	11/01/24
23395	VILLAGE HARDWARE - WILLIS	10/24/24	2PK YEL Lumber Crayon 519065	210-5-40-12-610.000 General Supplies	6.63	53951	11/01/24
23395	VILLAGE HARDWARE - WILLIS	10/24/24	YEL Marking Crayon 519066	210-5-40-12-610.000 General Supplies	20.41	53951	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	210-5-10-10-210.000 Group Insurance	73.95	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	210-5-12-10-210.000 Group Insurance	14.02	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	210-5-13-10-210.000 Group Insurance	73.95	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	210-5-40-12-210.000 Group Insurance	88.63	53952	11/01/24

11/01/24

## City of Essex Junction Accounts Payable

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Check Warrant Report # 24059 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 11/01/24 To 11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	210-5-40-13-210.000 Group Insurance	4.63	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	210-5-35-10-210.000 Group Insurance	96.20	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	210-5-16-10-210.000 Group Insurance	33.36	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	210-5-30-10-210.000 Group Insurance	150.78	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	210-5-30-12-210.000 Group Insurance	23.69	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	210-5-10-10-210.000 Group Insurance	73.95	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	210-5-12-10-210.000 Group Insurance	14.02	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	210-5-13-10-210.000 Group Insurance	73.95	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	210-5-40-12-210.000 Group Insurance	88.63	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	210-5-40-13-210.000 Group Insurance	4.63	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	210-5-35-10-210.000 Group Insurance	96.20	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	210-5-16-10-210.000 Group Insurance	33.36	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	210-5-30-10-210.000 Group Insurance	150.78	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	210-5-30-12-210.000 Group Insurance	23.69	53952	11/01/24
V2380	VLCT PACIF	09/13/24	PZ Forum CYuen MGiguere 09132024	210-5-16-10-500.000 Training, Conf, Dues	20.00	53953	11/01/24
V2380	VLCT PACIF	10/10/24	PZ Forum DClemens 10172024	210-5-16-10-500.000 Training, Conf, Dues	10.00	53953	11/01/24
28470	VMERS DB 110800	10/25/24	Payroll Transfer PR-10/25/24	210-2-00-00-210.004 Retirement Payable	20090.61	53954	11/01/24
80130	VMERS DC 110800	10/25/24	Payroll Transfer PR-10/25/24	210-2-00-00-210.004 Retirement Payable	3078.63	53955	11/01/24
07565	W B MASON CO INC	10/16/24	MSP Maint Supplies 249847198	210-5-30-12-610.000 General Supplies	126.82	53956	11/01/24
07565	W B MASON CO INC	10/17/24	Preschool/Office Supplies 249881434	210-5-30-10-610.000 General Supplies	149.97	53956	11/01/24
07565	W B MASON CO INC	10/22/24	Office Supplies 249978884	210-5-30-10-610.000 General Supplies	108.39	53956	11/01/24
07565	W B MASON CO INC	10/22/24	BL Bldg Supplies OCT24 249980766	210-5-41-21-610.000 General Supplies	69.99	53956	11/01/24
80025	WILKINSON, MICHAEL	10/17/24	Refund overage Wilkinson 101724 D	210-4-16-10-030.008 License and Zoning Fees	5.00	53957	11/01/24
80154	WORKPLACE STRATEGY CONSUL	10/22/24	Consultant Admin 2024 01CEJ	210-5-10-10-500.000 Training, Conf, Dues	800.00	53958	11/01/24
25715	DONALD L. HAMLIN CONSULT	10/14/24	Cres Conn August 2024 22822 101424	230-5-16-10-890.824 Cres. Connector	41224.16	53871	11/01/24

11/01/24

## City of Essex Junction Accounts Payable

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Check Warrant Report # 24059 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 11/01/24 To 11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
25715	DONALD L. HAMLIN CONSULT	10/17/24	Cres Conn Stone Envir 22822 101724	230-5-16-10-890.824 Cres. Connector	2943.82	53871	11/01/24
25715	DONALD L. HAMLIN CONSULT	10/29/24	Cres Con Phase 2 Sept 202 22822 102924	230-5-16-10-890.824 Cres. Connector	32896.02	53871	11/01/24
03280	ENGINEERS CONSTRUCTION IN	09/30/24	Cres Conn 5300 (13) 13	230-5-16-10-890.824 Cres. Connector	725333.66	53878	11/01/24
V10462	MONAGHAN SAFAR DUCHAM PL	09/30/24	Sept 2024 legal Sept 2024	230-5-16-10-890.824 Cres. Connector	2327.50	53913	11/01/24
20365	KEY CHEVROLET BUICK GMC C	10/17/24	Silverado Chevrolet 2025 10D89607385	231-5-40-12-751.002 4Wd Pickup - Trk #3	40183.00	53903	11/01/24
29090	SUNBELT RENTALS	10/21/24	Accessories for new Truck 000161013461	231-5-40-12-751.002 4Wd Pickup - Trk #3	240.10	53944	11/01/24
29090	SUNBELT RENTALS	10/21/24	Supplies for shop 610134610001	231-5-40-12-751.002 4Wd Pickup - Trk #3	240.10	53944	11/01/24
80077	BREADLOAF CONSTRUCTION CO	10/23/24	2 Lincoln Renovations Aug 23708083124	232-5-41-20-890.832 2 Lincoln Street Renovati	8046.11	53854	11/01/24
80077	BREADLOAF CONSTRUCTION CO	10/23/24	2 Lincoln Renovations Sep 23708093024	232-5-41-20-890.832 2 Lincoln Street Renovati	39207.22	53854	11/01/24
31275	DON WESTON EXCAVATING INC	10/02/24	Moving water pipe 11051	254-5-54-70-723.004 Main St Water Line	3135.00	53870	11/01/24
40025	E J PRESCOTT INC	10/23/24	6X4 VALVE BOX MUD PLUG 6391029	254-5-54-20-610.000 General Supplies	186.45	53872	11/01/24
40025	E J PRESCOTT INC	10/10/24	VALVE BOX COVER WATER 6402716	254-5-54-20-614.000 Meters and Parts	115.20	53872	11/01/24
80021	FIRST NATIONAL BANK OF OM	10/03/24	admin time tracking Sep 2 437996	254-5-54-20-505.000 Tech. Subs, Licenses	13.33	53882	11/01/24
07010	GREEN MOUNTAIN POWER CORP	10/14/24	Non-Solar Accounts 09/12/ 101424NS	254-5-54-20-622.000 Electricity	67.79	53892	11/01/24
V2227	TI-SALES, INC.	10/15/24	Neptune T-10 Meter Integr 0176693	254-5-54-70-750.001 Meter Replacement Program	730.00	53946	11/01/24
V2227	TI-SALES, INC.	10/21/24	5/8" X 3/4" Neptune T-10 0176903	254-5-54-70-750.001 Meter Replacement Program	1815.36	53946	11/01/24
V2227	TI-SALES, INC.	10/22/24	5/8" X 3/4" Neptune T-10 0176974	254-5-54-70-750.001 Meter Replacement Program	1815.36	53946	11/01/24
36130	VERIZON WIRELESS VSAT	10/17/24	Cellular Service October 9976532521	254-5-54-20-530.000 Communications	100.92	53948	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	254-5-54-20-210.000 Group Insurance	36.83	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	254-5-54-20-210.000 Group Insurance	36.83	53952	11/01/24
V10655	AQUAFIX (THE BUGMAN)	10/14/24	Bug Juice 015463	255-5-55-30-619.000 Chemicals	3597.76	53848	11/01/24
V10655	AQUAFIX (THE BUGMAN)	10/21/24	V itaStim Rebuild (30-lb 015535	255-5-55-30-619.000 Chemicals	3513.74	53848	11/01/24
V10411	CLEAN WATERS, INC.	10/17/24	Charge-Pack 155 (2,290 # 13935	255-5-55-30-568.000 Biosolids Subcontractor	6835.87	53864	11/01/24
V10411	CLEAN WATERS, INC.	10/21/24	Cal-Nitro (Bulk) 13940	255-5-55-30-619.000 Chemicals	14105.00	53864	11/01/24
04940	COMCAST	10/23/24	Internet Only October 30, 03160281024	255-5-55-30-530.000 Communications	288.34	53866	11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
80097	DL THURROTT INC	10/30/24	EXPANSION MODULE REPLACEM 30408819	255-5-55-30-570.000 Other Purchased Services	5816.31	53869	11/01/24
V10734	ENCORE ESSEX JUNCTION SOL	09/19/24	WWTP - Fixed Monthly Paym 2409	255-5-55-30-622.000 Electricity	2969.11	53876	11/01/24
06870	ENDYNE INC	10/18/24	Essex Jct. WWTF TKN Only 508789	255-5-55-30-340.000 Technical Services	35.00	53877	11/01/24
06870	ENDYNE INC	10/18/24	Constituent Monitoring 508830	255-5-55-30-340.000 Technical Services	100.00	53877	11/01/24
06870	ENDYNE INC	10/25/24	Essex Jct. WWTF TKN Only 509500	255-5-55-30-340.000 Technical Services	35.00	53877	11/01/24
38955	F W WEBB COMPANY	10/18/24	0 CPLG 1/2 PVC INSxINS 87820009	255-5-55-30-435.000 COGEN	13.85	53880	11/01/24
38955	F W WEBB COMPANY	10/22/24	Digester Maintenance 87880990	255-5-55-70-722.014 Digester Maintenance	45.19	53880	11/01/24
29280	FIRST NATIONAL BANK OMAH	10/18/24	WWTF Visa - 09/20/24-10/1 0481101824	255-5-55-30-610.000 General Supplies	-6.99	53881	11/01/24
29280	FIRST NATIONAL BANK OMAH	10/18/24	WWTF Visa - 09/20/24-10/1 0481101824	255-5-55-30-431.000 R&M Buildings	29.98	53881	11/01/24
29280	FIRST NATIONAL BANK OMAH	10/18/24	WWTF Visa - 09/20/24-10/1 0481101824	255-5-55-30-618.000 Laboratory Supplies	272.51	53881	11/01/24
29280	FIRST NATIONAL BANK OMAH	10/18/24	WWTF Visa - 09/20/24-10/1 0481101824	255-5-55-30-500.000 Training, Conf, Dues	114.00	53881	11/01/24
29280	FIRST NATIONAL BANK OMAH	10/18/24	WWTF Visa - 09/20/24-10/1 0481101824	255-5-55-30-435.000 COGEN	255.65	53881	11/01/24
29280	FIRST NATIONAL BANK OMAH	10/18/24	WWTF Visa - 09/20/24-10/1 0481101824	255-5-55-30-610.000 General Supplies	100.49	53881	11/01/24
80021	FIRST NATIONAL BANK OF OM	10/03/24	admin time tracking Sep 2 437996	255-5-55-30-505.000 Tech. Subs, Licenses	53.33	53882	11/01/24
32035	GMWEA	10/21/24	Fall Tradeshow 11/17/24 746	255-5-55-30-500.000 Training, Conf, Dues	665.00	53889	11/01/24
24785	GRAINGER	10/29/24	SOLENOID VALVE, BRASS, NC, A 9297971294	255-5-55-30-570.000 Other Purchased Services	231.95	53891	11/01/24
07010	GREEN MOUNTAIN POWER CORP	10/22/24	39 Cascade 09/19/24-10/21 1024 Cascade	255-5-55-30-622.000 Electricity	10242.47	53895	11/01/24
V9854	IDEXX DISTRIBUTION, INC.	10/10/24	ecoli trays for lab 3161745829	255-5-55-30-618.000 Laboratory Supplies	388.59	53900	11/01/24
24250	IMPACT FIRE LLC	10/22/24	replacement of a 15 LB CO 25034892	255-5-55-30-431.000 R&M Buildings	685.00	53901	11/01/24
80087	KONICA MINOLTA PREMIER FI	10/11/24	Copier Lease October 2024 540120722	255-5-55-30-442.000 Rental Vehicles/Equip	158.45	53904	11/01/24
05495	LCS CONTROLS, INC	10/22/24	Day of field service. Rob 14719	255-5-55-30-330.000 Professional Services	900.00	53905	11/01/24
V9454	LENNY'S SHOE & APP	10/25/24	Uniform for Jay Kluza Was 4032781	255-5-55-30-612.000 Uniforms	626.94	53907	11/01/24
80056	MASTER LEAK TECHNOLOGIES	10/11/24	Yearly Calibration of Met 1710	255-5-55-30-435.000 COGEN	807.84	53910	11/01/24
V10462	MONAGHAN SAFAR DUCHAM PL	09/30/24	Sept 2024 legal Sept 2024	255-5-55-30-320.000 Legal Services	270.00	53913	11/01/24
80147	MOUNTAIN AIR SYSTEMS LLC	10/22/24	Essex WWTP - Fab Cover 107102357	255-5-55-70-722.014 Digester Maintenance	628.00	53914	11/01/24



Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
03160	P & H SENESAC INC	10/21/24	POLYMER FOR DEWATERING 20549	255-5-55-30-568.000 Biosolids Subcontractor	9108.00	53921	11/01/24
80119	PUMP CONTROL SOLUTIONS LL	09/05/24	Wire Sludge pump #2 Mics. 1119	255-5-55-30-570.000 Other Purchased Services	914.74	53930	11/01/24
23855	SOUTHWORTH-MILTON, INC.	10/25/24	generator WWTF maintenanc 859500	255-5-55-30-431.000 R&M Buildings	671.90	53943	11/01/24
36130	VERIZON WIRELESS VSAT	10/17/24	Cellular Service October 9976532521	255-5-55-30-530.000 Communications	90.90	53948	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	255-5-55-30-210.000 Group Insurance	80.74	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	255-5-55-30-210.000 Group Insurance	80.74	53952	11/01/24
07565	W B MASON CO INC	10/22/24	BLIZZARD 1 GALLON DISTILL 249980353	255-5-55-30-618.000 Laboratory Supplies	48.93	53956	11/01/24
11375	CASELLA WASTE MANAGEMENT	10/21/24	Cleaning of drying beds 3626432	256-5-56-40-433.000 R&M Infrastructure	6334.20	53859	11/01/24
25715	DONALD L. HAMLIN CONSULT	09/30/24	Statement Period: August 2481493024	256-5-56-70-722.001 Manhole Rehab	2310.72	53871	11/01/24
80021	FIRST NATIONAL BANK OF OM	10/03/24	admin time tracking Sep 2 437996	256-5-56-40-505.000 Tech. Subs, Licenses	13.34	53882	11/01/24
07010	GREEN MOUNTAIN POWER CORP	10/14/24	Non-Solar Accounts 09/12/ 101424NS	256-5-56-40-622.000 Electricity	508.02	53892	11/01/24
23855	SOUTHWORTH-MILTON, INC.	10/25/24	Maintenance on 9 Colchest 859396	256-5-56-40-434.000 R&M Pump Stations	691.30	53943	11/01/24
23855	SOUTHWORTH-MILTON, INC.	10/25/24	9 SUSIE WILSON RD PS Main 859512	256-5-56-40-434.001 Susie Wilson PS Costs	715.91	53943	11/01/24
23855	SOUTHWORTH-MILTON, INC.	10/25/24	173 WEST ST PS Maintenanc 859519	256-5-56-40-434.002 West Street PS Costs	691.30	53943	11/01/24
V2227	TI-SALES, INC.	10/15/24	Neptune T-10 Meter Integr 0176693	256-5-56-70-750.001 Meter Replacement Program	1460.00	53946	11/01/24
V2227	TI-SALES, INC.	10/21/24	5/8" X 3/4" Neptune T-10 0176903	256-5-56-70-750.001 Meter Replacement Program	3630.72	53946	11/01/24
V2227	TI-SALES, INC.	10/22/24	5/8" X 3/4" Neptune T-10 0176974	256-5-56-70-750.001 Meter Replacement Program	3630.72	53946	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	256-5-56-40-210.000 Group Insurance	34.71	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	256-5-56-40-210.000 Group Insurance	34.71	53952	11/01/24
19815	AMAZON CAPITAL SERVICES	10/25/24	RK FMS Supplies 116JY76TCVG3	259-5-30-15-610.000 General Supplies	80.04	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/18/24	RK Hiawatha Supplies 13Y7YWFNV3LV	259-5-30-15-610.000 General Supplies	99.09	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/21/24	RK FMS Supplies 17J41QWG3KHL	259-5-30-15-610.000 General Supplies	4.89	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/22/24	Preschool Supplies 1JKQKQVFP7	259-5-30-16-610.000 General Supplies	137.34	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/17/24	RK FMS Supplies 1JRW1JRLNMXV	259-5-30-15-610.000 General Supplies	125.16	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/21/24	RK Summit Supplies 1L4WPLHW3XT7	259-5-30-15-610.000 General Supplies	80.71	53846	11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
19815	AMAZON CAPITAL SERVICES	10/28/24	RK Sum/Hia K Supplies 1M7N17DY7GGD	259-5-30-15-610.000 General Supplies	30.44	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/28/24	RK Behavior Support 1MJN47JJ6QJD	259-5-30-15-610.000 General Supplies	13.29	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/28/24	RK Westford Supplies 1MXRVRLX93CF	259-5-30-15-610.000 General Supplies	75.70	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/22/24	RK Hiawatha Supplies 1NPCJQWYF6VW	259-5-30-15-610.000 General Supplies	26.86	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/21/24	RK Westford Supplies 1PY3X1P344T7	259-5-30-15-610.000 General Supplies	34.78	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/20/24	RK Hiawatha Supplies 1Q93FHLXFQL9	259-5-30-15-610.000 General Supplies	59.87	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/22/24	Preschool Supplies 1QW9FMKJF7R7	259-5-30-16-610.000 General Supplies	18.04	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/21/24	RK MSP EES Supplies 1TTKML33YRX	259-5-30-15-610.000 General Supplies	13.29	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/28/24	RK Hia Supplies 1VC9DVM17V1P	259-5-30-15-610.000 General Supplies	4.26	53846	11/01/24
19815	AMAZON CAPITAL SERVICES	10/18/24	RK MSP Aspire Supplies 1VGF3GLFWJW6	259-5-30-15-610.000 General Supplies	132.91	53846	11/01/24
80167	BINDER, FRANCES	10/23/24	Nia Program Fall 102324D	259-5-30-14-330.000 Professional Services	672.00	53851	11/01/24
25370	BOUNCE AROUND VT LLC	10/22/24	RK City Fall Fest 102224D	259-5-30-15-330.000 Professional Services	460.00	53852	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-15-330.000 Professional Services	347.21	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-15-610.000 General Supplies	494.50	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-11-610.000 General Supplies	12.83	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-16-610.000 General Supplies	21.39	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-10-505.000 Tech. Subs, Licenses	505.02	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-15-530.000 Communications	907.22	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-12-610.000 General Supplies	50.99	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-14-610.000 General Supplies	459.00	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-15-500.000 Training, Conf, Dues	923.31	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-10-500.000 Training, Conf, Dues	2821.14	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-12-500.000 Training, Conf, Dues	923.31	53858	11/01/24
22670	CAPITAL ONE CREDIT CARD -	10/16/24	EJRP Credit Card November 65081024	259-5-30-16-500.000 Training, Conf, Dues	923.31	53858	11/01/24
32285	CHAMPLAIN COLLEGE	09/13/24	Career Fair 10/2 492	259-5-30-15-330.000 Professional Services	100.00	53861	11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
31545	COSTCO #314	10/17/24	Pumpkin Palooza Event 101724D	259-5-30-14-610.000 General Supplies	1217.39	53867	11/01/24
31545	COSTCO #314	10/22/24	RK City Fall Fest 102224D	259-5-30-15-610.000 General Supplies	35.26	53867	11/01/24
31545	COSTCO #314	10/22/24	Pumpkin Event/RK Fall Fes 102224D1	259-5-30-15-610.000 General Supplies	85.90	53867	11/01/24
31545	COSTCO #314	10/22/24	Pumpkin Event/RK Fall Fes 102224D1	259-5-30-14-610.000 General Supplies	242.30	53867	11/01/24
18025	CREATIVE DISPLAYS INC	10/16/24	Winter Lights 59968	259-5-30-12-610.000 General Supplies	6209.30	53868	11/01/24
29970	EAST COAST ICE	10/21/24	RK EES Supplies 130	259-5-30-15-610.000 General Supplies	280.00	53873	11/01/24
38955	F W WEBB COMPANY	10/04/24	Plumbing Supplies 87610180	259-5-30-11-431.000 R&M Buildings & Grounds	174.67	53880	11/01/24
34895	GAUTHIER TRUCKING, INC.	08/14/24	Preschool Playground Clea 1812775	259-5-30-16-330.000 Professional Services	509.22	53888	11/01/24
80087	KONICA MINOLTA PREMIER FI	10/11/24	Copier Lease October 2024 540120722	259-5-30-10-442.000 Rental Vehicles/Equip	165.50	53904	11/01/24
80087	KONICA MINOLTA PREMIER FI	10/11/24	Copier Lease October 2024 540120722	259-5-30-16-442.000 Rental Vehicles/Equip	149.40	53904	11/01/24
80025	LEI, CHRIS	10/21/24	RecKids Refund - Lei \$448 18245	259-4-30-15-020.313 Childcare - AS	448.00	53906	11/01/24
06030	LOGAN TINA	10/29/24	Pumpkin Palooza Prep 102924D	259-5-30-14-330.000 Professional Services	1300.00	53908	11/01/24
29425	PERFORMANCE FOOD SERVICE	10/17/24	RK Summit Snack 265381	259-5-30-15-610.000 General Supplies	268.01	53923	11/01/24
29425	PERFORMANCE FOOD SERVICE	10/21/24	RK FMS Snack 267125	259-5-30-15-610.000 General Supplies	170.03	53923	11/01/24
29425	PERFORMANCE FOOD SERVICE	10/22/24	RK Westford Snack 267682	259-5-30-15-610.000 General Supplies	117.81	53923	11/01/24
29425	PERFORMANCE FOOD SERVICE	10/22/24	RK K Sum/Hia Snack 267685	259-5-30-15-610.000 General Supplies	96.49	53923	11/01/24
29425	PERFORMANCE FOOD SERVICE	10/23/24	RK Hiawatha Snack 268796	259-5-30-15-610.000 General Supplies	145.92	53923	11/01/24
29425	PERFORMANCE FOOD SERVICE	10/24/24	RK FMS Snack 269783	259-5-30-15-610.000 General Supplies	169.28	53923	11/01/24
29425	PERFORMANCE FOOD SERVICE	10/24/24	RK Summit Snack 269784	259-5-30-15-610.000 General Supplies	125.60	53923	11/01/24
29425	PERFORMANCE FOOD SERVICE	10/24/24	RK Fleming Snack 270224	259-5-30-15-610.000 General Supplies	187.92	53923	11/01/24
80165	PRESCOTT, RACHAEL PHOTOG	10/26/24	Pumpkin Palooza Photograp 102624D	259-5-30-14-330.000 Professional Services	400.00	53929	11/01/24
80166	ROAM & OM LLC	10/23/24	Yoga October 102324D	259-5-30-14-330.000 Professional Services	480.00	53935	11/01/24
80106	ROBERTS SARAH (FIT & STRO	10/23/24	Fit Strong Mom Fall 102324D	259-5-30-14-330.000 Professional Services	711.00	53936	11/01/24
30300	SWISH SPORTS LLC	10/23/24	Swish League Fall 102324D	259-5-30-14-330.000 Professional Services	1710.00	53945	11/01/24
36130	VERIZON WIRELESS VSAT	10/17/24	Cellular Service October 9976532521	259-5-30-16-530.000 Communications	40.44	53948	11/01/24

11/01/24

## City of Essex Junction Accounts Payable

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03:55 pm

Check Warrant Report # 24059 Current Prior Next FY Invoices For Fund (GENERAL FUND)

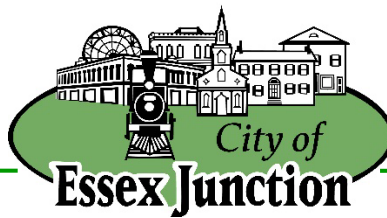
CDeLibac

For Check Acct 01 (GENERAL FUND) All check #s 11/01/24 To 11/01/24

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
24570	VERMONT AWARDS AND ENGRAV	10/23/24	Pumpkin Palooza Trophy 90797	259-5-30-14-610.000 General Supplies	65.50	53949	11/01/24
25315	VESPA'S PIZZA PASTA & DEL	10/26/24	Pumpkin Palooza Supplies 102624D	259-5-30-14-610.000 General Supplies	184.00	53950	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	259-5-30-15-210.000 Group Insurance	72.04	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	09/19/24	Vision Oct 2024 821315151	259-5-30-16-210.000 Group Insurance	94.73	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	259-5-30-15-210.000 Group Insurance	72.04	53952	11/01/24
21230	VISION SERVICE PLAN (CT)	10/19/24	Vision Nov 2024 821511457	259-5-30-16-210.000 Group Insurance	94.73	53952	11/01/24
07565	W B MASON CO INC	10/17/24	Preschool/Office Supplies 249881434	259-5-30-16-610.000 General Supplies	15.75	53956	11/01/24
07565	W B MASON CO INC	10/21/24	Preschool Supplies 249943699	259-5-30-16-610.000 General Supplies	49.99	53956	11/01/24
Report Total					1884715.24		

To the Treasurer of City of Essex Junction, We Hereby certify  
that there is due to the several persons whose names are  
listed hereon the sum against each name and that there  
are good and sufficient vouchers supporting the payments  
aggregating \$ \*1,884,715.24  
Let this be your order for the payments of these amounts.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## MEMORANDUM

**To:** City Council

**From:** Joanne Pfaff

**Meeting Date:** November 13, 2024

**Subject:** Regional Boards and Committees

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**Issue:** To improve coordination and understanding of discussions, decisions and actions taken on the regional boards and committees where the City is represented.

**Discussion:** In the packet for the first Council meeting of every month we will include this quick reference to the regional board's websites and minute locations in each reading file to keep the regional boards at front of mind. By reviewing the meeting minutes, the Council can have a better understanding of the discussions and allow them to stay informed about regional issues and resolutions.

[Chittenden Solid Waste District:](#) scroll to bottom in gray section

[Town Meeting TV](#)

[Chittenden County Communications Union District](#)

[Green Mountain Transit](#)

[Winooski Valley Parks District](#)

[Champlain Water District](#)

[Tree Farm Management Group](#)

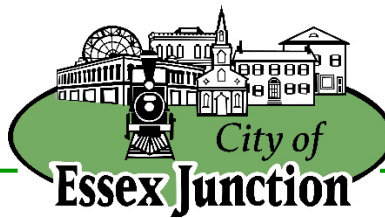
[Chittenden County Regional Planning Commission](#)

**Cost:** N/A

**Recommendation:** N/A

**Recommended Motion:** N/A

**Attachments:** N/A



## MEMORANDUM

**To:** Regina Mahony, City Manager; City Council; Department Managers  
**CC:** Tri-Town Members (Essex Town and Williston)  
**From:** Jess Morris, Finance Director  
**Meeting Date:** November 13, 2024  
**Subject:** October Financial Report

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The following budget vs actual report includes detail by fund for all City funds (General Fund, capital funds, enterprise funds, etc). Each report details the approved budget, year to date actuals, remaining budget amount, actual as a % of budget, and a month to date amount which is the total revenue/expenditure for the last month of the included reporting period. These reports are run through 10/31/24 therefore the year to date actuals are for the period 7/1/24-10/31/24, and the month actuals are for the month of October.

While we will continue to receive October invoices over the coming weeks, we are about 33% of the way through the fiscal year. The General Fund revenue is just over 96% of budget or \$11,529,538 and expenditures are just over 31% of budget or \$3,741,537.

The Water Fund operating revenue is just under 28% of budget or \$500,940 and operating expenditures are just over 33% of budget or \$600,747. The Wastewater Fund operating revenue is just under 45% of budget or \$1,333,567 and operating expenditures are just under 29% of budget or \$860,844. The Sanitation Fund operating revenue is just over 30% of budget or \$296,885 and operating expenditures are just under 41% of budget or \$309,933.

There are currently 178 utility accounts with delinquent balances for a total of \$23,188, with \$22,305 outstanding from the June billing cycle. In September, there were 278 delinquent utility accounts with a balance of \$16,209, with \$13,923 of that balance from the June billing cycle. There are currently no properties with water shut off.

The EJRP Program Fund revenue is just over 32% of budget or \$1,201,286 and expenditures are just under 43% of budget or \$1,636,585.

There are several factors that contribute to revenue and expenditures seeming either higher or lower at any point during the fiscal year. Property taxes are billed in August and all revenue is recorded at that point for the entire fiscal year, and utility bills are produced tri-annually thereby recording revenue every four months rather than monthly. There are several large payments made either on a quarterly, bi-annual or annual basis for things such as insurance (property/casualty/auto/worker's comp), debt payments, and annual dues/memberships to various organizations, as well as quarterly transfers for capital and administrative allocations between funds.

Also included with the financial report are reports of the 2 Lincoln renovation project tracking, LOT Fund activity, and Economic Development Fund activity.

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>210-4 Revenue</b>					
<b>210-4-00 General Revenues</b>					
210-4-00-00-010.000 Property Taxes	11,110,346.00	10,988,939.28	121,406.72	98.91%	-75,306.62
210-4-00-00-020.001 PILOT Tax Agreements	8,800.00	8,800.00	0.00	100.00%	0.00
210-4-00-00-020.054 Admin Fee - Water	190,891.00	95,445.50	95,445.50	50.00%	47,722.75
210-4-00-00-020.055 Admin Fee - WWTF	95,446.00	47,723.00	47,723.00	50.00%	23,861.50
210-4-00-00-020.056 Admin Fee - Sanitation	190,891.00	95,445.50	95,445.50	50.00%	47,722.75
210-4-00-00-020.057 Admin Fee - EJRP Progs	45,000.00	0.00	45,000.00	0.00%	0.00
210-4-00-00-042.001 PILOT Revenue	8,000.00	11,500.00	-3,500.00	143.75%	11,500.00
210-4-00-00-042.002 Railroad Taxes	4,700.00	0.00	4,700.00	0.00%	0.00
210-4-00-00-042.004 State Act 60 Revenue	3,436.00	0.00	3,436.00	0.00%	0.00
210-4-00-00-042.005 State Act 68 Revenue	39,000.00	44,248.67	-5,248.67	113.46%	0.00
210-4-00-00-060.000 Interest Income	2,500.00	25,580.00	-23,080.00	1,023.20%	51.15
210-4-00-00-080.001 State District Court Fine	4,500.00	2,324.50	2,175.50	51.66%	640.00
210-4-00-00-085.000 Penalties	30,000.00	32,639.27	-2,639.27	108.80%	0.00
210-4-00-00-086.000 Interest	8,000.00	7,140.82	859.18	89.26%	3,054.38
210-4-00-00-098.000 Misc Revenue	1,500.00	298.35	1,201.65	19.89%	-78.40
<b>Total General Revenues</b>	<b>11,743,010.00</b>	<b>11,360,084.89</b>	<b>382,925.11</b>	<b>96.74%</b>	<b>59,167.51</b>
<b>210-4-10 Admin Revenues</b>					
<b>Total Admin Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>210-4-12-10 Clerk Revenue</b>					
210-4-12-10-020.003 Use of Vault	50.00	21.00	29.00	42.00%	5.00
210-4-12-10-020.004 Recording Fees	55,000.00	18,504.00	36,496.00	33.64%	4,768.00
210-4-12-10-020.010 Printing and Duplication	4,000.00	161.75	3,838.25	4.04%	16.00
210-4-12-10-020.011 Online Land Records	0.00	57.75	-57.75	100.00%	57.75
210-4-12-10-020.013 Sale of Certified Copy	6,000.00	530.00	5,470.00	8.83%	230.00
210-4-12-10-020.023 Records Preservation	0.00	6,692.00	-6,692.00	100.00%	1,708.00
210-4-12-10-030.001 Liquor Licenses	2,875.00	70.00	2,805.00	2.43%	0.00
210-4-12-10-030.002 Hunting and Fishing	10.00	5.00	5.00	50.00%	0.00
210-4-12-10-030.003 Marriage Licenses	630.00	270.00	360.00	42.86%	45.00
210-4-12-10-030.004 Animal Licenses	2,700.00	214.00	2,486.00	7.93%	32.00
210-4-12-10-030.005 Green Mountain Passport	100.00	92.00	8.00	92.00%	16.00
210-4-12-10-030.006 DMV Registrations	99.00	9.00	90.00	9.09%	3.00
<b>Total Clerk Revenue</b>	<b>71,464.00</b>	<b>26,626.50</b>	<b>44,837.50</b>	<b>37.26%</b>	<b>6,880.75</b>
<b>210-4-14-10 Information Technology</b>					
<b>Total Information Technology</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>210-4-16 ComDev Revenues</b>					
210-4-16-10-030.008 License and Zoning Fees	47,000.00	6,835.00	40,165.00	14.54%	2,250.00
<b>Total ComDev Revenues</b>	<b>47,000.00</b>	<b>6,835.00</b>	<b>40,165.00</b>	<b>14.54%</b>	<b>2,250.00</b>
<b>210-4-17 EconDev Revenues</b>					

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>Total EconDev Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>210-4-25 Fire Revenues</b>					
<b>Total Fire Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>210-4-30 EJPJ Revenues</b>					
210-4-30-10-020.000 Charges for Services	9,500.00	750.00	8,750.00	7.89%	0.00
210-4-30-12-091.000 Transfer btwn funds (non-	0.00	750.00	-750.00	100.00%	0.00
<b>Total EJPJ Revenues</b>	<b>9,500.00</b>	<b>1,500.00</b>	<b>8,000.00</b>	<b>15.79%</b>	<b>0.00</b>
<b>210-4-35 Library Revenues</b>					
210-4-35-10-041.000 State and Other Grant Rev	0.00	2,800.00	-2,800.00	100.00%	0.00
210-4-35-10-098.000 Misc Revenue	650.00	352.40	297.60	54.22%	268.10
<b>Total Library Revenues</b>	<b>650.00</b>	<b>3,152.40</b>	<b>-2,502.40</b>	<b>484.98%</b>	<b>268.10</b>
<b>210-4-40 PW Revenues</b>					
210-4-40-12-042.006 State Aid to Highways	130,000.00	128,709.65	1,290.35	99.01%	0.00
210-4-40-12-098.000 Misc Revenue	2,500.00	1,090.90	1,409.10	43.64%	0.00
<b>Total PW Revenues</b>	<b>132,500.00</b>	<b>129,800.55</b>	<b>2,699.45</b>	<b>97.96%</b>	<b>0.00</b>
<b>210-4-41 Building Revenues</b>					
<b>Total Building Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>210-4-90-00 Other Sources and Uses</b>					
210-4-90-00-050.000 Library Donation Revenue	0.00	877.99	-877.99	100.00%	877.99
210-4-90-00-640.201 Adult Collection replacem	0.00	345.95	-345.95	100.00%	133.00
210-4-90-00-640.202 Juvenile Collection repl	0.00	315.00	-315.00	100.00%	173.00
<b>Total Other Sources and Uses</b>	<b>0.00</b>	<b>1,538.94</b>	<b>-1,538.94</b>	<b>100.00%</b>	<b>1,183.99</b>
<b>Total Revenue</b>	<b>12,004,124.00</b>	<b>11,529,538.28</b>	<b>474,585.72</b>	<b>96.05%</b>	<b>69,750.35</b>
<b>Total Revenues</b>	<b>12,004,124.00</b>	<b>11,529,538.28</b>	<b>474,585.72</b>	<b>96.05%</b>	<b>69,750.35</b>
<b>210-5-10-10 Administration</b>					
210-5-10-10-110.000 Regular Salaries	356,253.00	107,979.07	248,273.93	30.31%	26,828.37
210-5-10-10-210.000 Group Insurance	115,354.00	34,123.24	81,230.76	29.58%	8,205.29
210-5-10-10-220.000 Social Security	27,438.00	8,316.51	19,121.49	30.31%	2,142.83
210-5-10-10-225.000 Act 76 Childcare Tax	1,184.00	389.26	794.74	32.88%	93.10
210-5-10-10-230.000 Retirement	31,295.00	9,389.92	21,905.08	30.00%	2,347.48
210-5-10-10-290.000 Other Employee Benefits	5,978.00	0.00	5,978.00	0.00%	0.00
210-5-10-10-320.000 Legal Services	45,000.00	5,644.00	39,356.00	12.54%	2,563.00



Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-10-10-330.000 Professional Services	8,031.00	546.90	7,484.10	6.81%	479.40
210-5-10-10-340.000 Technical Services	0.00	696.30	-696.30	100.00%	0.00
210-5-10-10-442.000 Rental Vehicles/Equip	6,717.00	872.13	5,844.87	12.98%	165.54
210-5-10-10-500.000 Training, Conf, Dues	10,982.00	1,954.92	9,027.08	17.80%	828.42
210-5-10-10-505.000 Tech. Subs, Licenses	15,851.00	8,760.28	7,090.72	55.27%	748.00
210-5-10-10-530.000 Communications	3,408.00	3,005.43	402.57	88.19%	96.41
210-5-10-10-540.000 Advertising	29,530.00	5,356.21	24,173.79	18.14%	1,791.68
210-5-10-10-550.000 Printing and Binding	8,000.00	0.00	8,000.00	0.00%	0.00
210-5-10-10-560.000 Postage	9,310.00	3,366.04	5,943.96	36.16%	1,009.75
210-5-10-10-580.000 Travel	2,000.00	34.95	1,965.05	1.75%	4.00
210-5-10-10-610.000 General Supplies	5,000.00	839.48	4,160.52	16.79%	145.04
210-5-10-10-755.000 Furniture and Fixtures	1,000.00	0.00	1,000.00	0.00%	0.00
210-5-10-10-845.000 Employee/Volunteer Recogn	6,000.00	1,507.09	4,492.91	25.12%	43.47
210-5-10-10-850.000 Community Events and Cele	500.00	500.00	0.00	100.00%	500.00
<b>Total Administration</b>	<b>688,831.00</b>	<b>193,281.73</b>	<b>495,549.27</b>	<b>28.06%</b>	<b>47,991.78</b>
<b>210-5-11-10 Legislative</b>					
210-5-11-10-190.000 Board Member Payments	13,800.00	250.00	13,550.00	1.81%	100.00
210-5-11-10-190.001 City Council Payments	12,500.00	3,125.00	9,375.00	25.00%	0.00
210-5-11-10-220.000 Social Security	956.00	239.05	716.95	25.01%	0.00
210-5-11-10-225.000 Act 76 Childcare Tax	41.00	10.30	30.70	25.12%	0.00
210-5-11-10-330.000 Professtional Services	33,608.00	14,635.00	18,973.00	43.55%	108.00
210-5-11-10-500.000 Training, Conferences, Du	17,563.00	15,700.50	1,862.50	89.40%	0.00
210-5-11-10-540.000 Advertising	1,200.00	0.00	1,200.00	0.00%	0.00
210-5-11-10-580.000 Travel	500.00	0.00	500.00	0.00%	0.00
210-5-11-10-610.000 General Supplies	2,075.00	46.67	2,028.33	2.25%	46.67
210-5-11-10-831.000 Special or New Programs	20,000.00	0.00	20,000.00	0.00%	0.00
<b>Total Legislative</b>	<b>102,243.00</b>	<b>34,006.52</b>	<b>68,236.48</b>	<b>33.26%</b>	<b>254.67</b>
<b>210-5-12-10 Clerk</b>					
210-5-12-10-110.000 Regular Salaries	157,132.00	52,058.12	105,073.88	33.13%	13,013.36
210-5-12-10-120.000 Part Time Salaries	7,426.00	767.50	6,658.50	10.34%	0.00
210-5-12-10-130.000 Overtime	453.00	108.41	344.59	23.93%	0.00
210-5-12-10-210.000 Group Insurance	30,302.00	12,384.81	17,917.19	40.87%	3,980.78
210-5-12-10-220.000 Social Security	12,919.00	4,058.97	8,860.03	31.42%	1,012.58
210-5-12-10-225.000 Act 76 Childcare Tax	557.00	188.64	368.36	33.87%	40.59
210-5-12-10-230.000 Retirement	15,396.00	5,087.29	10,308.71	33.04%	1,269.34
210-5-12-10-290.000 Other Employee Benefits	700.00	0.00	700.00	0.00%	0.00
210-5-12-10-330.000 Professional Services	192.00	48.00	144.00	25.00%	48.00
210-5-12-10-430.000 R&M Vehicles & Equipment	50.00	0.00	50.00	0.00%	0.00
210-5-12-10-500.000 Training Conf Dues	3,000.00	1,049.48	1,950.52	34.98%	445.00
210-5-12-10-505.000 Tech. Subs Licenses	4,200.00	1,428.00	2,772.00	34.00%	714.00
210-5-12-10-550.000 Printing and Binding	1,500.00	491.70	1,008.30	32.78%	0.00
210-5-12-10-560.000 Postage	500.00	346.38	153.62	69.28%	229.40
210-5-12-10-580.000 Travel	500.00	394.18	105.82	78.84%	347.28
210-5-12-10-610.000 General Supplies	3,776.00	737.23	3,038.77	19.52%	487.73
210-5-12-10-735.000 Technology: Hardware, Sof	2,000.00	0.00	2,000.00	0.00%	0.00
210-5-12-10-820.000 Elections	15,867.00	205.53	15,661.47	1.30%	33.99

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>Total Clerk</b>	<b>236,470.00</b>	<b>79,354.24</b>	<b>177,115.76</b>	<b>30.94%</b>	<b>21,622.05</b>
<b>210-5-13-10 Finance</b>					
210-5-13-10-110.000 Regular Salaries	287,174.00	86,340.52	200,833.48	30.07%	21,668.33
210-5-13-10-190.000 Board Member Payments	1,400.00	100.00	1,300.00	7.14%	50.00
210-5-13-10-210.000 Group Insurance	57,813.00	13,197.65	44,615.35	22.83%	3,710.13
210-5-13-10-220.000 Social Security	23,190.00	7,117.36	16,072.64	30.69%	1,790.41
210-5-13-10-225.000 Act 76 Childcare Tax	1,000.00	321.63	678.37	32.16%	69.65
210-5-13-10-230.000 Retirement	27,366.00	8,228.13	19,137.87	30.07%	2,070.74
210-5-13-10-250.000 Unemployment Insurance	3,834.00	1,572.29	2,261.71	41.01%	0.00
210-5-13-10-260.000 Workers Comp Insurance	21,182.00	4,888.93	16,293.07	23.08%	0.00
210-5-13-10-290.000 Other Employee Benefits	1,400.00	350.00	1,050.00	25.00%	0.00
210-5-13-10-330.000 Professional Services	14,310.00	1,079.18	13,230.82	7.54%	507.50
210-5-13-10-335.000 Audit	14,453.00	894.15	13,558.85	6.19%	894.15
210-5-13-10-500.000 Training, Conf, Dues	1,758.00	105.00	1,653.00	5.97%	0.00
210-5-13-10-505.000 Tech. Subs, Licenses	21,999.00	11,585.28	10,413.72	52.66%	404.00
210-5-13-10-520.000 PACIF Insurance	103,615.00	20,833.22	82,781.78	20.11%	0.00
210-5-13-10-550.000 Printing and Binding	3,883.00	2,794.56	1,088.44	71.97%	0.00
210-5-13-10-560.000 Postage	2,800.00	1,886.84	913.16	67.39%	0.00
210-5-13-10-580.000 Travel	1,140.00	48.51	1,091.49	4.26%	0.00
210-5-13-10-610.000 General Supplies	800.00	711.42	88.58	88.93%	711.42
<b>Total Finance</b>	<b>589,117.00</b>	<b>162,054.67</b>	<b>427,062.33</b>	<b>27.51%</b>	<b>31,876.33</b>
<b>210-5-14-10 Information Technology</b>					
210-5-14-10-330.000 Professional Services	118,981.00	37,434.70	81,546.30	31.46%	11,889.70
210-5-14-10-432.000 R&M Technology	5,000.00	0.00	5,000.00	0.00%	0.00
210-5-14-10-505.000 Tech. Subs, Licenses	63,026.00	24,694.29	38,331.71	39.18%	5,358.85
210-5-14-10-735.000 Tech Hardware, Software,	41,604.00	1,347.00	40,257.00	3.24%	0.00
<b>Total Information Technology</b>	<b>228,611.00</b>	<b>63,475.99</b>	<b>165,135.01</b>	<b>27.77%</b>	<b>17,248.55</b>
<b>210-5-15-10 Assessing</b>					
210-5-15-10-330.000 Professional Services	89,068.00	22,267.66	66,800.34	25.00%	22,267.66
210-5-15-10-505.000 Tech. Subs, Licenses	500.00	1,035.00	-535.00	207.00%	515.00
<b>Total Assessing</b>	<b>89,568.00</b>	<b>23,302.66</b>	<b>66,265.34</b>	<b>26.02%</b>	<b>22,782.66</b>
<b>210-5-16-10 Community Development</b>					
210-5-16-10-110.000 Regular Salaries	223,763.00	67,696.08	156,066.92	30.25%	16,699.02
210-5-16-10-190.000 Board member Payments	14,400.00	2,050.00	12,350.00	14.24%	350.00
210-5-16-10-210.000 Group Insurance	33,625.00	13,109.52	20,515.48	38.99%	3,538.43
210-5-16-10-220.000 Social Security	18,142.00	5,455.13	12,686.87	30.07%	1,317.07
210-5-16-10-225.000 Act 76 Childcare Tax	783.00	233.09	549.91	29.77%	49.34
210-5-16-10-230.000 Retirement	21,347.00	5,553.93	15,793.07	26.02%	1,388.48
210-5-16-10-290.000 Other Employee Benefits	1,050.00	350.00	700.00	33.33%	0.00
210-5-16-10-320.000 Legal Services	16,978.00	3,206.00	13,772.00	18.88%	2,133.50
210-5-16-10-330.000 Professional Services	25,780.00	839.50	24,940.50	3.26%	496.00
210-5-16-10-500.000 Training, Conf, Dues	5,890.00	1,417.99	4,472.01	24.07%	987.30

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-16-10-505.000 Tech. Subs., Licenses	600.00	0.00	600.00	0.00%	0.00
210-5-16-10-530.000 Communications	1,320.00	0.00	1,320.00	0.00%	0.00
210-5-16-10-540.000 Advertising	3,650.00	294.32	3,355.68	8.06%	229.84
210-5-16-10-550.000 Printing and Binding	1,000.00	475.60	524.40	47.56%	0.00
210-5-16-10-560.000 Postage	350.00	0.00	350.00	0.00%	0.00
210-5-16-10-580.000 Travel	8,400.00	854.30	7,545.70	10.17%	100.00
210-5-16-10-610.000 General Supplies	3,000.00	24.63	2,975.37	0.82%	24.63
210-5-16-10-810.111 BWAC	10,000.00	0.00	10,000.00	0.00%	0.00
210-5-16-10-899.000 Matching Grant Funds	6,000.00	0.00	6,000.00	0.00%	0.00
<b>Total Community Development</b>	<b>396,078.00</b>	<b>101,560.09</b>	<b>294,517.91</b>	<b>25.64%</b>	<b>27,313.61</b>
<b>210-5-17-10 Economic Development</b>					
210-5-17-10-850.000 Community Events and Cele	0.00	13.38	-13.38	100.00%	4.99
<b>Total Economic Development</b>	<b>0.00</b>	<b>13.38</b>	<b>-13.38</b>	<b>100.00%</b>	<b>4.99</b>
<b>210-5-18-10 Health &amp; Human Services</b>					
210-5-18-10-800.106 Essex Rescue	196,338.00	0.00	196,338.00	0.00%	0.00
210-5-18-10-800.107 Essex Jct. Cemetery Assoc	20,000.00	20,000.00	0.00	100.00%	0.00
210-5-18-10-800.108 Essex Police Dept	2,841,023.00	710,254.84	2,130,768.16	25.00%	710,254.84
<b>Total Health &amp; Human Services</b>	<b>3,057,361.00</b>	<b>730,254.84</b>	<b>2,327,106.16</b>	<b>23.89%</b>	<b>710,254.84</b>
<b>210-5-19-10 County &amp; Regional Functio</b>					
210-5-19-10-800.101 CCRPC	13,720.00	13,720.00	0.00	100.00%	0.00
210-5-19-10-800.102 GMT	249,615.00	83,205.00	166,410.00	33.33%	0.00
210-5-19-10-800.103 County Tax	58,604.00	34,185.67	24,418.33	58.33%	29,302.00
210-5-19-10-800.104 Chamber of Commerce	965.00	965.00	0.00	100.00%	0.00
210-5-19-10-800.109 Winooski Valley Park Dist	31,472.00	31,472.00	0.00	100.00%	31,472.00
<b>Total County &amp; Regional Functio</b>	<b>354,376.00</b>	<b>163,547.67</b>	<b>190,828.33</b>	<b>46.15%</b>	<b>60,774.00</b>
<b>210-5-25-10 Fire</b>					
210-5-25-10-120.000 Part Time Salaries	302,400.00	85,670.91	216,729.09	28.33%	20,912.40
210-5-25-10-210.000 Group Insurance	3,400.00	2,464.00	936.00	72.47%	0.00
210-5-25-10-220.000 Social Security	23,134.00	6,553.85	16,580.15	28.33%	1,599.80
210-5-25-10-225.000 Act 76 Childcare Tax	998.00	315.52	682.48	31.62%	62.25
210-5-25-10-260.000 Workers Comp Insurance	20,000.00	3,537.25	16,462.75	17.69%	0.00
210-5-25-10-290.000 Other Employee Benefits	1,000.00	432.00	568.00	43.20%	216.00
210-5-25-10-330.000 Professional Services	7,000.00	2,595.00	4,405.00	37.07%	147.00
210-5-25-10-430.000 R&M Vehicles & Equipment	26,000.00	3,556.34	22,443.66	13.68%	2,537.29
210-5-25-10-500.000 Training, Conf, Dues	7,000.00	242.48	6,757.52	3.46%	42.48
210-5-25-10-505.000 Tech. Subs, Licenses	8,000.00	5,948.43	2,051.57	74.36%	0.00
210-5-25-10-530.000 Communications	3,361.00	584.50	2,776.50	17.39%	221.55
210-5-25-10-570.000 Other Purchased Services	11,000.00	10,804.12	195.88	98.22%	9,670.93
210-5-25-10-610.000 General Supplies	4,000.00	1,302.30	2,697.70	32.56%	461.07
210-5-25-10-611.000 Small Tools and Equipment	45,000.00	1,970.25	43,029.75	4.38%	0.00
210-5-25-10-612.000 Uniforms	32,000.00	3,802.53	28,197.47	11.88%	545.84
210-5-25-10-613.000 Program Supplies	7,500.00	725.35	6,774.65	9.67%	725.35

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-25-10-626.000 Gasoline	6,500.00	1,265.06	5,234.94	19.46%	299.32
210-5-25-10-750.000 Machinery & Equipment	22,000.00	2,665.91	19,334.09	12.12%	842.10
<b>Total Fire</b>	<b>530,293.00</b>	<b>134,435.80</b>	<b>395,857.20</b>	<b>25.35%</b>	<b>38,283.38</b>
<b>210-5-30-10 EJRP Administration</b>					
210-5-30-10-110.000 Regular Salaries	461,786.00	138,408.70	323,377.30	29.97%	35,099.48
210-5-30-10-120.000 Part Time Salaries	0.00	2,259.40	-2,259.40	100.00%	1,211.26
210-5-30-10-210.000 Group Insurance	189,293.00	64,280.99	125,012.01	33.96%	18,270.19
210-5-30-10-220.000 Social Security	35,603.00	10,778.43	24,824.57	30.27%	2,782.25
210-5-30-10-225.000 Act 76 Childcare Tax	1,536.00	458.61	1,077.39	29.86%	101.96
210-5-30-10-230.000 Retirement	40,590.00	10,706.71	29,883.29	26.38%	2,716.69
210-5-30-10-290.000 Other Employee Benefits	2,100.00	700.00	1,400.00	33.33%	350.00
210-5-30-10-330.000 Professional Services	21,424.00	2,553.00	18,871.00	11.92%	279.00
210-5-30-10-442.000 Rental Vehicles/Equip	1,776.00	597.60	1,178.40	33.65%	149.40
210-5-30-10-500.000 Training, Conf, Dues	3,155.00	781.33	2,373.67	24.76%	0.00
210-5-30-10-505.000 Tech. Subs, Licenses	0.00	11,701.12	-11,701.12	100.00%	151.60
210-5-30-10-530.000 Communications	2,640.00	906.00	1,734.00	34.32%	301.00
210-5-30-10-561.000 CC Processing Fees	200.00	80.61	119.39	40.31%	0.00
210-5-30-10-610.000 General Supplies	15,000.00	3,190.65	11,809.35	21.27%	821.20
210-5-30-10-832.000 Scholarships	4,000.00	0.00	4,000.00	0.00%	0.00
210-5-30-10-850.000 Community Events & Celebr	17,500.00	10,000.00	7,500.00	57.14%	0.00
<b>Total EJRP Administration</b>	<b>796,603.00</b>	<b>257,403.15</b>	<b>539,199.85</b>	<b>32.31%</b>	<b>62,234.03</b>
<b>210-5-30-12 EJRP Parks and Facilities</b>					
210-5-30-12-110.000 Regular Salaries	143,767.00	45,373.34	98,393.66	31.56%	10,915.58
210-5-30-12-120.000 Part Time Salaries	56,341.00	32,145.77	24,195.23	57.06%	6,342.99
210-5-30-12-130.000 Overtime	0.00	165.92	-165.92	100.00%	0.00
210-5-30-12-210.000 Group Insurance	40,769.00	11,162.64	29,606.36	27.38%	2,932.31
210-5-30-12-220.000 Social Security	15,400.00	5,931.76	9,468.24	38.52%	1,317.33
210-5-30-12-225.000 Act 76 Childcare Tax	664.00	296.68	367.32	44.68%	55.03
210-5-30-12-230.000 Retirement	14,447.00	4,387.02	10,059.98	30.37%	1,091.56
210-5-30-12-290.000 Other Employee Benefits	700.00	0.00	700.00	0.00%	0.00
210-5-30-12-330.000 Professional Services	12,603.00	12,696.40	-93.40	100.74%	3,661.75
210-5-30-12-431.000 R&M Buildings & Grounds	12,013.00	4,593.19	7,419.81	38.24%	4,566.60
210-5-30-12-441.000 Rental Land/Buildings	500.00	500.00	0.00	100.00%	0.00
210-5-30-12-442.000 Rental Vehicles/Equip	2,925.00	0.00	2,925.00	0.00%	0.00
210-5-30-12-500.000 Training, Conf, Dues	2,000.00	235.46	1,764.54	11.77%	0.00
210-5-30-12-530.000 Communications	1,320.00	0.00	1,320.00	0.00%	0.00
210-5-30-12-610.000 General Supplies	30,000.00	16,940.84	13,059.16	56.47%	8,030.96
210-5-30-12-626.000 Gasoline	1,500.00	1,353.14	146.86	90.21%	477.24
<b>Total EJRP Parks and Facilities</b>	<b>334,949.00</b>	<b>135,782.16</b>	<b>199,166.84</b>	<b>40.54%</b>	<b>39,391.35</b>
<b>210-5-30-13 Adult Programs</b>					
210-5-30-13-330.000 Professional Services	0.00	1,300.00	-1,300.00	100.00%	1,300.00
210-5-30-13-500.000 Training, Conferences, Du	0.00	1,291.95	-1,291.95	100.00%	0.00
210-5-30-13-530.000 Communications	0.00	118.34	-118.34	100.00%	53.04
210-5-30-13-610.000 General Supplies	0.00	283.40	-283.40	100.00%	0.00

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>Total Adult Programs</b>	<b>0.00</b>	<b>2,993.69</b>	<b>-2,993.69</b>	<b>100.00%</b>	<b>1,353.04</b>
<b>210-5-35-10 Brownell Library</b>					
210-5-35-10-110.000 Regular Salaries	458,449.00	133,388.55	325,060.45	29.10%	34,944.72
210-5-35-10-120.000 Part Time Salaries	146,548.00	39,688.39	106,859.61	27.08%	10,583.85
210-5-35-10-190.000 Board Member Payments	5,500.00	300.00	5,200.00	5.45%	300.00
210-5-35-10-210.000 Group Insurance	158,376.00	49,731.94	108,644.06	31.40%	13,145.46
210-5-35-10-220.000 Social Security	46,605.00	13,076.46	33,528.54	28.06%	3,392.05
210-5-35-10-225.000 Act 76 Childcare Tax	2,010.00	614.91	1,395.09	30.59%	142.49
210-5-35-10-230.000 Retirement	48,190.00	14,431.28	33,758.72	29.95%	3,358.56
210-5-35-10-290.000 Other Employee Benefits	2,450.00	350.00	2,100.00	14.29%	350.00
210-5-35-10-340.000 Technical Services	3,000.00	1,060.00	1,940.00	35.33%	0.00
210-5-35-10-442.000 Rental Vehicles/Equip	3,901.00	1,312.00	2,589.00	33.63%	328.00
210-5-35-10-500.000 Training, Conf, Dues	6,500.00	2,947.38	3,552.62	45.34%	0.00
210-5-35-10-505.000 Tech. Subs, Licenses	13,500.00	5,935.94	7,564.06	43.97%	438.01
210-5-35-10-530.000 Communications	2,640.00	840.00	1,800.00	31.82%	180.00
210-5-35-10-540.000 Advertising	700.00	0.00	700.00	0.00%	0.00
210-5-35-10-560.000 Postage	3,000.00	989.51	2,010.49	32.98%	685.96
210-5-35-10-610.000 General Supplies	12,200.00	2,196.48	10,003.52	18.00%	707.85
210-5-35-10-640.201 Adult Collection	52,000.00	12,253.59	39,746.41	23.56%	2,845.29
210-5-35-10-640.202 Juvenile Collection	26,000.00	9,125.86	16,874.14	35.10%	2,059.40
210-5-35-10-735.000 Tech: Equip/Hardware	9,000.00	1,240.00	7,760.00	13.78%	1,240.00
210-5-35-10-755.000 Furniture & Fixtures	8,000.00	883.30	7,116.70	11.04%	110.83
210-5-35-10-840.201 Adult Programs	2,000.00	371.85	1,628.15	18.59%	183.44
210-5-35-10-840.202 Childrens Programs	4,500.00	2,370.54	2,129.46	52.68%	1,216.83
210-5-35-10-845.000 Employee/Volunteer Recogn	1,500.00	137.66	1,362.34	9.18%	137.66
210-5-35-10-895.000 State and Other Grant Exp	0.00	3,050.00	-3,050.00	100.00%	250.00
<b>Total Brownell Library</b>	<b>1,016,569.00</b>	<b>296,295.64</b>	<b>720,273.36</b>	<b>29.15%</b>	<b>76,600.40</b>
<b>210-5-40-12 Highways</b>					
210-5-40-12-110.000 Regular Salaries	247,092.00	63,345.88	183,746.12	25.64%	17,714.94
210-5-40-12-120.000 Part Time Salaries	28,323.00	8,530.68	19,792.32	30.12%	1,923.24
210-5-40-12-130.000 Overtime	28,237.00	4,787.98	23,449.02	16.96%	617.67
210-5-40-12-190.000 Board Member Payments	3,000.00	100.00	2,900.00	3.33%	100.00
210-5-40-12-210.000 Group Insurance	135,833.00	45,604.28	90,228.72	33.57%	13,155.06
210-5-40-12-220.000 Social Security	23,615.00	5,859.79	17,755.21	24.81%	1,534.31
210-5-40-12-225.000 Act 76 Childcare Tax	1,019.00	244.54	774.46	24.00%	55.53
210-5-40-12-230.000 Retirement	24,809.00	5,901.67	18,907.33	23.79%	1,591.54
210-5-40-12-250.000 Unemployment Insurance	432.00	167.36	264.64	38.74%	0.00
210-5-40-12-260.000 Workers Comp Insurance	12,600.00	3,478.40	9,121.60	27.61%	0.00
210-5-40-12-290.000 Other Employee Benefits	1,400.00	0.00	1,400.00	0.00%	0.00
210-5-40-12-330.000 Professional Services	20,000.00	1,917.75	18,082.25	9.59%	0.00
210-5-40-12-410.000 Water and Sewer Charges	3,500.00	0.00	3,500.00	0.00%	0.00
210-5-40-12-422.000 Snow Removal	21,000.00	0.00	21,000.00	0.00%	0.00
210-5-40-12-425.000 Trash Removal	9,500.00	3,299.15	6,200.85	34.73%	813.80
210-5-40-12-430.000 R&M Vehicles & Equipment	100,000.00	41,395.97	58,604.03	41.40%	23,874.71
210-5-40-12-431.000 R&M Buildings & Grounds	10,000.00	743.05	9,256.95	7.43%	243.05
210-5-40-12-441.000 Rental Land/Buildings	13,000.00	0.00	13,000.00	0.00%	0.00

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-40-12-442.000 Rental Vehicles/Equip	3,864.00	433.20	3,430.80	11.21%	70.40
210-5-40-12-451.000 Summer Construction Servi	300,000.00	187,068.32	112,931.68	62.36%	10,856.36
210-5-40-12-500.000 Training, Conf, Dues	3,500.00	119.88	3,380.12	3.43%	119.88
210-5-40-12-505.000 Tech. Subs, Licenses	0.00	6,551.56	-6,551.56	100.00%	0.00
210-5-40-12-520.000 PACIF Insurance	17,800.00	3,923.84	13,876.16	22.04%	0.00
210-5-40-12-521.000 Insurance Deductibles	1,000.00	0.00	1,000.00	0.00%	0.00
210-5-40-12-530.000 Communications	4,500.00	1,544.07	2,955.93	34.31%	528.11
210-5-40-12-540.000 Advertising	500.00	0.00	500.00	0.00%	0.00
210-5-40-12-571.000 Streetscape Maintenance	20,000.00	10,952.45	9,047.55	54.76%	6,816.00
210-5-40-12-572.000 Traffic Control	33,000.00	10,843.52	22,156.48	32.86%	568.63
210-5-40-12-573.000 Sidewalk and Curb Maint	6,000.00	0.00	6,000.00	0.00%	0.00
210-5-40-12-600.000 Salt, Sand and Gravel	165,000.00	0.00	165,000.00	0.00%	0.00
210-5-40-12-605.000 Summer Construction Suppl	45,000.00	7,811.44	37,188.56	17.36%	3,112.11
210-5-40-12-609.000 Safety Supplies	3,000.00	184.79	2,815.21	6.16%	102.96
210-5-40-12-610.000 General Supplies	35,000.00	4,292.74	30,707.26	12.26%	626.67
210-5-40-12-610.200 Streetlight Supplies	15,000.00	2,828.60	12,171.40	18.86%	718.00
210-5-40-12-612.000 Uniforms	2,700.00	2,188.43	511.57	81.05%	1,102.98
210-5-40-12-621.000 Natural Gas/Heating	4,200.00	241.42	3,958.58	5.75%	79.10
210-5-40-12-622.000 Electricity	4,500.00	4,991.82	-491.82	110.93%	2,737.60
210-5-40-12-622.200 Streetlight Electricity	138,000.00	35,079.59	102,920.41	25.42%	23,203.99
210-5-40-12-626.000 Gasoline	50,000.00	6,104.17	43,895.83	12.21%	1,771.51
210-5-40-12-750.000 Machinery & Equipment	7,000.00	0.00	7,000.00	0.00%	0.00
210-5-40-12-810.112 Tree Advisory Committee	10,000.00	-200.00	10,200.00	-2.00%	0.00
210-5-40-12-890.834 Emerald Ash Borer	0.00	1,035.00	-1,035.00	100.00%	0.00
<b>Total Highways</b>	<b>1,552,924.00</b>	<b>471,371.34</b>	<b>1,081,552.66</b>	<b>30.35%</b>	<b>114,038.15</b>
<b>210-5-40-13 Stormwater</b>					
210-5-40-13-110.000 Regular Salaries	32,814.00	9,881.54	22,932.46	30.11%	2,470.38
210-5-40-13-120.000 Part Time Salaries	17,760.00	9,666.25	8,093.75	54.43%	240.50
210-5-40-13-210.000 Group Insurance	9,040.00	2,535.44	6,504.56	28.05%	644.04
210-5-40-13-220.000 Social Security	3,875.00	1,482.21	2,392.79	38.25%	206.19
210-5-40-13-225.000 Act 76 Childcare Tax	167.00	74.54	92.46	44.63%	7.94
210-5-40-13-230.000 Retirement	2,871.00	870.41	2,000.59	30.32%	221.93
210-5-40-13-250.000 Unemployment Insurance	7.00	14.55	-7.55	207.86%	0.00
210-5-40-13-260.000 Workers Comp Insurance	2,200.00	717.60	1,482.40	32.62%	0.00
210-5-40-13-330.000 Professional Services	42,000.00	32,223.50	9,776.50	76.72%	7,330.00
210-5-40-13-451.000 Summer Construction Servi	25,000.00	3,767.68	21,232.32	15.07%	3,135.71
210-5-40-13-500.000 Training, Conferences, Du	2,000.00	0.00	2,000.00	0.00%	0.00
210-5-40-13-510.000 Permit, License, Registra	18,166.00	13,108.00	5,058.00	72.16%	6,348.00
210-5-40-13-540.000 Advertising	2,000.00	0.00	2,000.00	0.00%	0.00
210-5-40-13-570.000 Other Purchased Services	5,000.00	44.89	4,955.11	0.90%	0.00
210-5-40-13-575.000 Storm Sewer Maintenance	30,000.00	8,425.14	21,574.86	28.08%	0.00
210-5-40-13-580.000 Travel	1,500.00	140.75	1,359.25	9.38%	0.00
210-5-40-13-830.000 Regular Programs	1,200.00	0.00	1,200.00	0.00%	0.00
210-5-40-13-899.000 Matching Grant Funds	35,250.00	0.00	35,250.00	0.00%	0.00
<b>Total Stormwater</b>	<b>230,850.00</b>	<b>82,952.50</b>	<b>147,897.50</b>	<b>35.93%</b>	<b>20,604.69</b>
<b>210-5-41 Buildings</b>					

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>210-5-41-20 2 Lincoln Street</b>					
210-5-41-20-400.000 Contracted Services	3,000.00	620.00	2,380.00	20.67%	0.00
210-5-41-20-410.000 Water and Sewer Charges	750.00	0.00	750.00	0.00%	0.00
210-5-41-20-420.000 Cleaning Services	15,000.00	2,361.55	12,638.45	15.74%	723.31
210-5-41-20-425.000 Trash Removal	4,000.00	962.70	3,037.30	24.07%	320.90
210-5-41-20-431.000 R&M Buildings & Grounds	5,000.00	2,282.18	2,717.82	45.64%	1,913.14
210-5-41-20-530.000 Communications	10,600.00	3,469.01	7,130.99	32.73%	1,503.44
210-5-41-20-610.000 General Supplies	2,150.00	657.30	1,492.70	30.57%	15.68
210-5-41-20-621.000 Natural Gas/Heating	5,800.00	170.65	5,629.35	2.94%	63.68
210-5-41-20-622.000 Electricity	8,500.00	2,213.22	6,286.78	26.04%	690.43
210-5-41-20-755.000 Furniture and Fixtures	7,000.00	69.98	6,930.02	1.00%	0.00
<b>Total 2 Lincoln Street</b>	<b>61,800.00</b>	<b>12,806.59</b>	<b>48,993.41</b>	<b>20.72%</b>	<b>5,230.58</b>
<b>210-5-41-21 Brownell Library</b>					
210-5-41-21-400.000 Contracted Services	6,350.00	2,192.95	4,157.05	34.53%	0.00
210-5-41-21-410.000 Water and Sewer Charges	540.00	0.00	540.00	0.00%	0.00
210-5-41-21-420.000 Cleaning Services	30,000.00	9,187.16	20,812.84	30.62%	3,030.00
210-5-41-21-431.000 R&M Buildings & Grounds	23,300.00	1,757.82	21,542.18	7.54%	1,578.95
210-5-41-21-530.000 Communications	4,470.00	1,004.82	3,465.18	22.48%	334.94
210-5-41-21-610.000 General Supplies	1,800.00	967.69	832.31	53.76%	139.98
210-5-41-21-621.000 Natural Gas/Heating	7,200.00	207.11	6,992.89	2.88%	93.59
210-5-41-21-622.000 Electricity	14,650.00	5,553.26	9,096.74	37.91%	1,759.69
210-5-41-21-755.000 Furniture and Fixtures	2,155.00	0.00	2,155.00	0.00%	0.00
<b>Total Brownell Library</b>	<b>90,465.00</b>	<b>20,870.81</b>	<b>69,594.19</b>	<b>23.07%</b>	<b>6,937.15</b>
<b>210-5-41-22 Fire Station</b>					
210-5-41-22-400.000 Contracted Services	600.00	0.00	600.00	0.00%	0.00
210-5-41-22-410.000 Water and Sewer Charges	500.00	0.00	500.00	0.00%	0.00
210-5-41-22-420.000 Cleaning Services	250.00	0.00	250.00	0.00%	0.00
210-5-41-22-431.000 R&M Buildings & Grounds	8,500.00	875.85	7,624.15	10.30%	0.00
210-5-41-22-530.000 Communications	4,140.00	329.75	3,810.25	7.96%	106.08
210-5-41-22-610.000 General Supplies	1,500.00	42.69	1,457.31	2.85%	42.69
210-5-41-22-621.000 Natural Gas/Heating	5,000.00	172.41	4,827.59	3.45%	56.50
210-5-41-22-622.000 Electricity	8,000.00	2,213.20	5,786.80	27.67%	690.42
210-5-41-22-755.000 Furniture and Fixtures	2,000.00	0.00	2,000.00	0.00%	0.00
<b>Total Fire Station</b>	<b>30,490.00</b>	<b>3,633.90</b>	<b>26,856.10</b>	<b>11.92%</b>	<b>895.69</b>
<b>210-5-41-23 Park Street School</b>					
210-5-41-23-400.000 Contracted Services	2,000.00	387.50	1,612.50	19.38%	0.00
210-5-41-23-410.000 Water and Sewer Charges	1,150.00	0.00	1,150.00	0.00%	0.00
210-5-41-23-420.000 Cleaning Services	0.00	2,282.00	-2,282.00	100.00%	0.00
210-5-41-23-431.000 R&M Buildings & Grounds	15,000.00	9,946.16	5,053.84	66.31%	4,881.75
210-5-41-23-530.000 Communications	3,100.00	1,509.04	1,590.96	48.68%	389.12
210-5-41-23-621.000 Natural Gas/Heating	3,900.00	251.25	3,648.75	6.44%	69.92
210-5-41-23-622.000 Electricity	5,900.00	1,362.82	4,537.18	23.10%	421.11
<b>Total Park Street School</b>	<b>31,050.00</b>	<b>15,738.77</b>	<b>15,311.23</b>	<b>50.69%</b>	<b>5,761.90</b>

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>210-5-41-26 Maple St. Park and Pool</b>					
210-5-41-26-400.000 Contracted Services	3,000.00	1,302.96	1,697.04	43.43%	0.00
210-5-41-26-410.000 Water and Sewer Charges	7,800.00	0.00	7,800.00	0.00%	0.00
210-5-41-26-420.000 Cleaning Services	32,500.00	9,212.96	23,287.04	28.35%	2,818.00
210-5-41-26-425.000 Trash Removal	4,900.00	1,470.45	3,429.55	30.01%	440.15
210-5-41-26-431.000 R&M Buildings & Grounds	30,000.00	500.17	29,499.83	1.67%	0.00
210-5-41-26-530.000 Communications	9,150.00	2,218.02	6,931.98	24.24%	564.24
210-5-41-26-610.000 General Supplies	6,500.00	383.87	6,116.13	5.91%	0.00
210-5-41-26-621.000 Natural Gas/Heating	6,500.00	379.51	6,120.49	5.84%	113.00
210-5-41-26-622.000 Electricity	36,500.00	14,528.53	21,971.47	39.80%	5,223.56
<b>Total Maple St. Park and Pool</b>	<b>136,850.00</b>	<b>29,996.47</b>	<b>106,853.53</b>	<b>21.92%</b>	<b>9,158.95</b>
<b>Total Buildings</b>	<b>350,655.00</b>	<b>83,046.54</b>	<b>267,608.46</b>	<b>23.68%</b>	<b>27,984.27</b>
<b>210-5-90-00 Transfers and Misc.</b>					
210-5-90-00-640.201 Adult Collection replacem	0.00	158.48	-158.48	100.00%	67.78
210-5-90-00-640.202 Juvenile Collection repl	0.00	172.47	-172.47	100.00%	0.00
210-5-90-00-920.000 Transfer btwn funds (capi	1,031,574.00	515,787.00	515,787.00	50.00%	257,893.50
210-5-90-00-922.000 Contribution to FB/Reserv	5,000.00	2,500.00	2,500.00	50.00%	1,250.00
210-5-90-00-991.000 Library Donation Expense	0.00	2,247.35	-2,247.35	100.00%	694.56
<b>Total Transfers and Misc.</b>	<b>1,036,574.00</b>	<b>520,865.30</b>	<b>515,708.70</b>	<b>50.25%</b>	<b>259,905.84</b>
<b>210-5-95-00 Debt Service</b>					
210-5-95-00-900.000 Transfer Between Town/Cit	200,574.00	50,143.41	150,430.59	25.00%	50,143.41
210-5-95-00-950.903 Capital Imp Principal	135,135.00	155,395.79	-20,260.79	114.99%	155,395.79
210-5-95-00-955.903 Capital Imp Interest	56,344.00	0.00	56,344.00	0.00%	0.00
<b>Total Debt Service</b>	<b>392,053.00</b>	<b>205,539.20</b>	<b>186,513.80</b>	<b>52.43%</b>	<b>205,539.20</b>
<b>Total Expenditures</b>	<b>12,004,125.00</b>	<b>3,741,537.11</b>	<b>8,262,587.89</b>	<b>31.17%</b>	<b>1,786,057.83</b>
<b>Total GENERAL FUND</b>	<b>-1.00</b>	<b>7,788,001.17</b>	<b>-7,788,000.17</b>		<b>-1,716,307.48</b>



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City of Essex Junction General Ledger  
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ECONOMIC DEVELOPMENT FUND

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Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
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220-4-00-00-010.000 Property Taxes	112,000.00	57,051.46	54,948.54	50.94%	0.00
220-4-00-00-060.000 Interest Income	0.00	6,602.54	-6,602.54	100.00%	0.00
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<b>Total Revenues</b>	<b>112,000.00</b>	<b>63,654.00</b>	<b>48,346.00</b>	<b>56.83%</b>	<b>0.00</b>
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220-5-00-00-720.002 1 Main; Road Res-Q	0.00	2,587.50	-2,587.50	100.00%	2,145.00
220-5-00-00-720.005 Crescent Connector Amenit	109,000.00	0.00	109,000.00	0.00%	0.00
220-5-00-00-899.000 Matching Grant Funds	250,000.00	0.00	250,000.00	0.00%	0.00
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<b>Total Expenditures</b>	<b>359,000.00</b>	<b>2,587.50</b>	<b>356,412.50</b>	<b>0.72%</b>	<b>2,145.00</b>
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<b>Total ECONOMIC DEVELOPMENT FUND</b>	<b>-247,000.00</b>	<b>61,066.50</b>	<b>185,933.50</b>	<b>-24.72%</b>	<b>-2,145.00</b>
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MEMORIAL PARK FUND

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Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
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221-4-00-00-050.000 Donation Revenue	0.00	618.00	-618.00	100.00%	0.00
221-4-00-00-060.000 Interest Income	0.00	30.66	-30.66	100.00%	0.00
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<b>Total Revenues</b>	<b>0.00</b>	<b>648.66</b>	<b>-648.66</b>	<b>100.00%</b>	<b>0.00</b>
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<b>Total MEMORIAL PARK FUND</b>	<b>0.00</b>	<b>648.66</b>	<b>-648.66</b>	<b>-100.00%</b>	<b>0.00</b>
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Account	Budget				
	Budget	Actual	Balance	% of Budget	Pd to Date
-----					
<b>Total Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
-----					
<b>Total Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
-----					
<b>Total ARPA FUNDS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
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LOCAL OPTION TAX

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Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
224-4-00-00-015.000 LOT Revenue	874,432.00	0.00	874,432.00	0.00%	0.00
224-4-00-00-060.000 Interest Income	0.00	9,310.24	-9,310.24	100.00%	0.00
<b>Total Revenues</b>	<b>874,432.00</b>	<b>9,310.24</b>	<b>865,121.76</b>	<b>1.06%</b>	<b>0.00</b>
224-5-00-00-920.000 Transfer to Capital	1,000,000.00	500,000.00	500,000.00	50.00%	250,000.00
224-5-40-12-573.000 Sidewalk Improve/Repairs	218,608.00	0.00	218,608.00	0.00%	0.00
<b>Total Expenditures</b>	<b>1,218,608.00</b>	<b>500,000.00</b>	<b>718,608.00</b>	<b>41.03%</b>	<b>250,000.00</b>
<b>Total LOCAL OPTION TAX</b>	<b>-344,176.00</b>	<b>-490,689.76</b>	<b>834,865.76</b>	<b>142.57%</b>	<b>-250,000.00</b>

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City of Essex Junction General Ledger  
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GEN FUND CAP RESERVE

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Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<hr/>					
<b>230-4-00-00 Revenue</b>					
230-4-00-00-055.000 Contributions/Assessments	15,918.00	0.00	15,918.00	0.00%	0.00
230-4-00-00-060.000 Interest Income	0.00	21,518.13	-21,518.13	100.00%	0.00
230-4-00-00-092.000 Transfer to Capital	1,584,744.00	792,372.00	792,372.00	50.00%	396,186.00
<hr/>					
<b>Total Revenue</b>	<b>1,600,662.00</b>	<b>813,890.13</b>	<b>786,771.87</b>	<b>50.25%</b>	<b>396,186.00</b>
<hr/>					
230-4-16-10-040.824 Cres. Connector	0.00	1,260,529.88	-1,260,529.88	100.00%	1,260,529.88
<hr/>					
<b>Total Revenues</b>	<b>1,600,662.00</b>	<b>2,074,420.01</b>	<b>-473,758.01</b>	<b>129.60%</b>	<b>1,656,715.88</b>
<hr/>					
230-5-16-10-890.824 Cres. Connector	0.00	1,500,027.77	-1,500,027.77	100.00%	821,672.64
230-5-40-10-720.000 Railroad Ave Rd/Wtr Line	116,927.00	0.00	116,927.00	0.00%	0.00
230-5-40-10-720.002 Iroquois Ave Road and Wat	1,520,449.00	2,952.68	1,517,496.32	0.19%	0.00
230-5-40-13-722.002 Sliplining of Pipes	30,000.00	0.00	30,000.00	0.00%	0.00
230-5-40-13-722.003 Old Colchester Box Culver	50,000.00	0.00	50,000.00	0.00%	0.00
<hr/>					
<b>Total Expenditures</b>	<b>1,717,376.00</b>	<b>1,502,980.45</b>	<b>214,395.55</b>	<b>87.52%</b>	<b>821,672.64</b>
<hr/>					
<b>Total GEN FUND CAP RESERVE</b>	<b>-116,714.00</b>	<b>571,439.56</b>	<b>-454,725.56</b>	<b>-489.61%</b>	<b>835,043.24</b>
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ROLLING STOCK FUND

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Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
231-4-00-00-020.024 Vac Truck Rental	0.00	430.88	-430.88	100.00%	0.00
231-4-00-00-060.000 Interest Income	0.00	9,965.71	-9,965.71	100.00%	0.00
231-4-00-00-092.000 Transfer to Capital	283,450.00	141,725.00	141,725.00	50.00%	70,862.50
<b>Total Revenues</b>	<b>283,450.00</b>	<b>152,121.59</b>	<b>131,328.41</b>	<b>53.67%</b>	<b>70,862.50</b>
231-5-25-10-751.001 Ladder Truck Frame Replac	293,593.00	0.00	293,593.00	0.00%	0.00
231-5-40-12-751.002 4Wd Pickup - Trk #3	63,000.00	40,663.20	22,336.80	64.54%	40,663.20
231-5-40-12-751.009 Dump Truck #5	262,500.00	0.00	262,500.00	0.00%	0.00
<b>Total Expenditures</b>	<b>619,093.00</b>	<b>40,663.20</b>	<b>578,429.80</b>	<b>6.57%</b>	<b>40,663.20</b>
<b>Total ROLLING STOCK FUND</b>	<b>-335,643.00</b>	<b>111,458.39</b>	<b>224,184.61</b>	<b>-33.21%</b>	<b>30,199.30</b>

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BUILDING MAINT FUND

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Account	Budget		Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
232-4-00-00-060.000 Interest Income	0.00	5,754.17	-5,754.17	100.00%	0.00
232-4-00-00-092.000 Transfer to Capital	50,000.00	25,000.00	25,000.00	50.00%	12,500.00
<b>Total Revenues</b>	<b>50,000.00</b>	<b>30,754.17</b>	<b>19,245.83</b>	<b>61.51%</b>	<b>12,500.00</b>
232-5-41-20-890.832 2 Lincoln Street Renovati	0.00	204,462.52	-204,462.52	100.00%	122,258.62
232-5-41-21-730.004 Flooring	75,000.00	0.00	75,000.00	0.00%	0.00
<b>Total Expenditures</b>	<b>75,000.00</b>	<b>204,462.52</b>	<b>-129,462.52</b>	<b>272.62%</b>	<b>122,258.62</b>
<b>Total BUILDING MAINT FUND</b>	<b>-25,000.00</b>	<b>-173,708.35</b>	<b>198,708.35</b>	<b>694.83%</b>	<b>-109,758.62</b>

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City of Essex Junction General Ledger  
Current Yr Pd: 4 Year Budget Status Report  
EJRP CAP RESERVE

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Account	Budget		Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
233-4-00-00-060.000 Interest Income	0.00	296.13	-296.13	100.00%	0.00
233-4-00-00-092.000 Transfer to Capital	113,380.00	56,690.00	56,690.00	50.00%	28,345.00
<b>Total Revenues</b>	<b>113,380.00</b>	<b>56,986.13</b>	<b>56,393.87</b>	<b>50.26%</b>	<b>28,345.00</b>
233-5-00-00-721.001 Pedestrian Paths	15,626.00	0.00	15,626.00	0.00%	0.00
233-5-00-00-740.001 Landscaping	12,000.00	12,000.00	0.00	100.00%	0.00
233-5-00-00-740.005 Park Amenities	47,198.00	72,258.97	-25,060.97	153.10%	0.00
233-5-00-00-740.006 Pool Improvements	6,500.00	0.00	6,500.00	0.00%	0.00
233-5-00-00-750.001 Maintenance Equipment	32,056.00	29,107.20	2,948.80	90.80%	16,348.00
<b>Total Expenditures</b>	<b>113,380.00</b>	<b>113,366.17</b>	<b>13.83</b>	<b>99.99%</b>	<b>16,348.00</b>
<b>Total EJRP CAP RESERVE</b>	<b>0.00</b>	<b>-56,380.04</b>	<b>56,380.04</b>	<b>-100.00%</b>	<b>11,997.00</b>
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City of Essex Junction General Ledger  
Current Yr Pd: 4 Year Budget Status Report  
LAND ACQUISITION FUND

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Account	Budget				
	Budget	Actual	Balance	% of Budget	Pd to Date
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<b>Total Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
-----					
<b>Total LAND ACQUISITION FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
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Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>254-4-54-20 Water Revenues</b>					
254-4-54-20-021.000 Water User Fees	1,600,514.00	439,326.16	1,161,187.84	27.45%	494,711.16
254-4-54-20-021.001 Water Large User Fees	194,672.00	46,255.18	148,416.82	23.76%	14,046.16
254-4-54-20-024.000 Utility Connection Fees	7,000.00	2,750.00	4,250.00	39.29%	550.00
254-4-54-20-060.000 Interest Income	1,000.00	9,306.27	-8,306.27	930.63%	0.00
254-4-54-20-085.000 Penalties	5,000.00	3,302.72	1,697.28	66.05%	0.00
254-4-54-20-098.000 Misc Revenue	150.00	0.00	150.00	0.00%	0.00
<b>Total Water Revenues</b>	<b>1,808,336.00</b>	<b>500,940.33</b>	<b>1,307,395.67</b>	<b>27.70%</b>	<b>509,307.32</b>
<b>254-4-54-70 Nonoperating Revenues</b>					
254-4-54-70-021.400 Water Passthrough - Globa	0.00	873,125.55	-873,125.55	100.00%	261,151.25
254-4-54-70-092.000 Transfer to Capital	510,000.00	255,000.00	255,000.00	50.00%	127,500.00
<b>Total Nonoperating Revenues</b>	<b>510,000.00</b>	<b>1,128,125.55</b>	<b>-618,125.55</b>	<b>221.20%</b>	<b>388,651.25</b>
<b>Total Revenues</b>	<b>2,318,336.00</b>	<b>1,629,065.88</b>	<b>689,270.12</b>	<b>70.27%</b>	<b>897,958.57</b>

**254-5-54-20 Operating Expenses**

254-5-54-20-110.000 Regular Salaries	146,915.00	30,572.37	116,342.63	20.81%	7,701.98
254-5-54-20-120.000 Part Time Salaries	0.00	187.55	-187.55	100.00%	0.00
254-5-54-20-130.000 Overtime	13,669.00	1,732.32	11,936.68	12.67%	430.30
254-5-54-20-210.000 Group Insurance	94,158.00	20,316.25	73,841.75	21.58%	5,159.46
254-5-54-20-220.000 Social Security	12,491.00	2,457.60	10,033.40	19.67%	616.31
254-5-54-20-225.000 Act 76 Childcare Tax	539.00	107.58	431.42	19.96%	22.93
254-5-54-20-230.000 Retirement	14,879.00	2,863.84	12,015.16	19.25%	711.02
254-5-54-20-250.000 Unemployment Insurance	184.00	77.48	106.52	42.11%	0.00
254-5-54-20-260.000 Workers Comp Insurance	7,200.00	2,208.94	4,991.06	30.68%	0.00
254-5-54-20-290.000 Other Employee Benefits	700.00	0.00	700.00	0.00%	0.00
254-5-54-20-330.000 Professional Services	1,000.00	0.00	1,000.00	0.00%	0.00
254-5-54-20-335.000 Audit	5,477.00	447.07	5,029.93	8.16%	447.07
254-5-54-20-410.000 Water and Sewer Charges	200.00	0.00	200.00	0.00%	0.00
254-5-54-20-411.000 CWD Water Purchase	722,132.00	174,804.31	547,327.69	24.21%	53,578.25
254-5-54-20-430.000 R&M Vehicles & Equipment	5,000.00	0.00	5,000.00	0.00%	0.00
254-5-54-20-433.000 R&M Infrastructure	25,000.00	6,051.42	18,948.58	24.21%	34.99
254-5-54-20-441.000 Rental Land/Buildings	150.00	0.00	150.00	0.00%	0.00
254-5-54-20-491.000 Administrative Fees	190,891.00	95,445.50	95,445.50	50.00%	47,722.75
254-5-54-20-500.000 Training, Conf, Dues	4,500.00	84.00	4,416.00	1.87%	84.00
254-5-54-20-505.000 Tech. Subs, Licenses	2,551.00	1,316.45	1,234.55	51.61%	13.33
254-5-54-20-520.000 PACIF Insurance	6,974.00	576.70	6,397.30	8.27%	0.00
254-5-54-20-521.000 Insurance Deductibles	1,000.00	0.00	1,000.00	0.00%	0.00
254-5-54-20-530.000 Communications	2,500.00	563.90	1,936.10	22.56%	201.82
254-5-54-20-550.000 Printing and Binding	2,500.00	0.00	2,500.00	0.00%	0.00
254-5-54-20-560.000 Postage	3,800.00	607.07	3,192.93	15.98%	607.07
254-5-54-20-609.000 Safety Supplies	3,000.00	0.00	3,000.00	0.00%	0.00
254-5-54-20-610.000 General Supplies	7,000.00	4,110.37	2,889.63	58.72%	820.04
254-5-54-20-612.000 Uniforms	1,350.00	325.00	1,025.00	24.07%	0.00
254-5-54-20-614.000 Meters and Parts	6,000.00	115.20	5,884.80	1.92%	115.20
254-5-54-20-621.000 Natural Gas/Heating	3,500.00	136.50	3,363.50	3.90%	44.53

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
254-5-54-20-622.000 Electricity	1,400.00	218.95	1,181.05	15.64%	122.78
254-5-54-20-626.000 Gasoline	3,000.00	421.11	2,578.89	14.04%	194.32
254-5-54-20-735.000 Tech: Equip/Hardware	1,676.00	0.00	1,676.00	0.00%	0.00
254-5-54-20-750.000 Machinery & Equipment	7,000.00	0.00	7,000.00	0.00%	0.00
254-5-54-20-920.000 Transfer btwn funds (capi	510,000.00	255,000.00	255,000.00	50.00%	127,500.00
<b>Total Operating Expenses</b>	<b>1,808,336.00</b>	<b>600,747.48</b>	<b>1,207,588.52</b>	<b>33.22%</b>	<b>246,128.15</b>
<b>254-5-54-70 NonOperating Expenses</b>					
254-5-54-70-411.400 CWD Water Purchase - Glob	0.00	858,785.55	-858,785.55	100.00%	261,151.25
254-5-54-70-723.001 Railroad Ave Rd/Wtr Line	127,745.00	0.00	127,745.00	0.00%	0.00
254-5-54-70-723.004 Main St Water Line	0.00	88,858.32	-88,858.32	100.00%	214,942.57
254-5-54-70-723.005 Iriquois Ave Water Line	418,164.00	9,872.02	408,291.98	2.36%	9,872.02
254-5-54-70-723.006 Service Line Inventoy	0.00	64,617.30	-64,617.30	100.00%	13,385.16
254-5-54-70-750.001 Meter Replacement Program	10,284.00	5,140.84	5,143.16	49.99%	4,360.72
254-5-54-70-955.000 Bond Interest Expense	0.00	62,332.13	-62,332.13	100.00%	62,332.13
<b>Total NonOperating Expenses</b>	<b>556,193.00</b>	<b>1,089,606.16</b>	<b>-533,413.16</b>	<b>195.90%</b>	<b>566,043.85</b>
<b>Total Expenditures</b>	<b>2,364,529.00</b>	<b>1,690,353.64</b>	<b>674,175.36</b>	<b>71.49%</b>	<b>812,172.00</b>
<b>Total WATER FUND</b>	<b>-46,193.00</b>	<b>-61,287.76</b>	<b>107,480.76</b>	<b>132.68%</b>	<b>85,786.57</b>

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>255-4-55-30 Operating Revenue</b>					
255-4-55-30-022.000 Sewer User Fees	1,075,639.00	297,588.73	778,050.27	27.67%	324,588.73
255-4-55-30-022.001 City: Septage Discharg	55,000.00	94,707.06	-39,707.06	172.19%	42,926.18
255-4-55-30-022.002 City: Leachate Revenue	1,000.00	662.55	337.45	66.26%	226.92
255-4-55-30-025.001 Tri-Town: WWTF Charge - E	753,285.00	376,642.50	376,642.50	50.00%	188,321.25
255-4-55-30-025.002 Tri-Town: WWTF Charge - W	1,030,988.00	515,494.00	515,494.00	50.00%	257,747.00
255-4-55-30-025.003 Tri-Town: Septage	25,000.00	0.00	25,000.00	0.00%	0.00
255-4-55-30-025.004 Tri-Town: Leachate	100.00	0.00	100.00	0.00%	0.00
255-4-55-30-025.005 Tri-Town: Pump Station In	36,000.00	18,000.00	18,000.00	50.00%	9,000.00
255-4-55-30-060.000 Interest Income	0.00	21,319.59	-21,319.59	100.00%	0.00
255-4-55-30-085.000 Penalties	3,500.00	2,152.40	1,347.60	61.50%	0.00
255-4-55-30-098.000 Misc Revenue	0.00	7,000.00	-7,000.00	100.00%	2,275.00
<b>Total Operating Revenue</b>	<b>2,980,512.00</b>	<b>1,333,566.83</b>	<b>1,646,945.17</b>	<b>44.74%</b>	<b>825,085.08</b>
<b>255-4-55-70 Nonoperating Revenues</b>					
255-4-55-70-042.008 Essex Debt Payment	0.00	287,609.92	-287,609.92	100.00%	287,609.92
255-4-55-70-042.009 Williston Debt Payment	0.00	295,453.82	-295,453.82	100.00%	295,453.82
255-4-55-70-042.010 Essex Jct. Debt Payment	0.00	279,766.00	-279,766.00	100.00%	279,766.00
255-4-55-70-092.000 Transfer to Capital	460,000.00	230,000.00	230,000.00	50.00%	115,000.00
<b>Total Nonoperating Revenues</b>	<b>460,000.00</b>	<b>1,092,829.74</b>	<b>-632,829.74</b>	<b>237.57%</b>	<b>977,829.74</b>
<b>Total Revenues</b>	<b>3,440,512.00</b>	<b>2,426,396.57</b>	<b>1,014,115.43</b>	<b>70.52%</b>	<b>1,802,914.82</b>

**255-5-55-30 Operating Expenses**

255-5-55-30-110.000 Regular Salaries	467,036.00	124,026.22	343,009.78	26.56%	28,147.09
255-5-55-30-120.000 Part Time Salaries	8,880.00	4,896.56	3,983.44	55.14%	0.00
255-5-55-30-130.000 Overtime	44,888.00	13,097.40	31,790.60	29.18%	2,316.44
255-5-55-30-210.000 Group Insurance	157,225.00	33,079.86	124,145.14	21.04%	9,255.74
255-5-55-30-220.000 Social Security	41,515.00	11,137.11	30,377.89	26.83%	2,399.30
255-5-55-30-225.000 Act 76 Childcare Tax	1,791.00	488.92	1,302.08	27.30%	90.93
255-5-55-30-230.000 Retirement	45,999.00	11,869.72	34,129.28	25.80%	2,628.76
255-5-55-30-250.000 Unemployment Insurance	672.00	282.96	389.04	42.11%	0.00
255-5-55-30-260.000 Workers Comp Insurance	25,400.00	6,357.37	19,042.63	25.03%	0.00
255-5-55-30-290.000 Other Employee Benefits	3,150.00	0.00	3,150.00	0.00%	0.00
255-5-55-30-320.000 Legal Services	3,000.00	810.00	2,190.00	27.00%	270.00
255-5-55-30-330.000 Professional Services	8,300.00	1,495.73	6,804.27	18.02%	900.00
255-5-55-30-335.000 Audit	5,188.00	423.53	4,764.47	8.16%	423.53
255-5-55-30-340.000 Technical Services	26,250.00	3,285.00	22,965.00	12.51%	1,860.00
255-5-55-30-340.001 Lab Testing	0.00	35.00	-35.00	100.00%	0.00
255-5-55-30-410.000 Water and Sewer Charges	3,500.00	0.00	3,500.00	0.00%	0.00
255-5-55-30-421.000 Grit Disposal	17,600.00	3,782.43	13,817.57	21.49%	1,260.81
255-5-55-30-430.000 R&M Vehicles & Equipment	3,000.00	0.00	3,000.00	0.00%	0.00
255-5-55-30-431.000 R&M Buildings	26,625.00	5,142.15	21,482.85	19.31%	3,577.78
255-5-55-30-435.000 COGEN	35,000.00	13,633.94	21,366.06	38.95%	4,657.22
255-5-55-30-442.000 Rental Vehicles/Equip	3,384.00	633.80	2,750.20	18.73%	158.45
255-5-55-30-491.000 Administrative Fees	95,446.00	47,723.00	47,723.00	50.00%	23,861.50
255-5-55-30-500.000 Training, Conf, Dues	9,000.00	1,837.98	7,162.02	20.42%	835.00

Account	Budget				
	Budget	Actual	Balance	% of Budget	Pd to Date
255-5-55-30-505.000 Tech. Subs, Licenses	16,405.00	2,335.29	14,069.71	14.24%	103.33
255-5-55-30-510.000 Permits, Licenses, Reg	11,000.00	278.00	10,722.00	2.53%	57.00
255-5-55-30-520.000 PACIF Insurance	44,059.00	9,941.59	34,117.41	22.56%	0.00
255-5-55-30-530.000 Communications	12,620.00	4,625.29	7,994.71	36.65%	860.12
255-5-55-30-540.000 Advertising	750.00	0.00	750.00	0.00%	0.00
255-5-55-30-567.000 Biosolids Land Applicatio	205,200.00	0.00	205,200.00	0.00%	0.00
255-5-55-30-568.000 Biosolids Subcontractor	305,046.00	70,077.63	234,968.37	22.97%	32,448.78
255-5-55-30-570.000 Other Purchased Services	140,000.00	51,554.39	88,445.61	36.82%	33,149.56
255-5-55-30-609.000 Safety Supplies	3,000.00	548.51	2,451.49	18.28%	391.51
255-5-55-30-610.000 General Supplies	9,000.00	2,949.55	6,050.45	32.77%	627.42
255-5-55-30-611.000 Small Tools & Equipment	5,000.00	2,990.39	2,009.61	59.81%	461.73
255-5-55-30-612.000 Uniforms	7,050.00	1,414.87	5,635.13	20.07%	626.94
255-5-55-30-618.000 Laboratory Supplies	28,000.00	6,338.65	21,661.35	22.64%	836.55
255-5-55-30-619.000 Chemicals	495,000.00	145,339.71	349,660.29	29.36%	58,650.24
255-5-55-30-621.000 Natural Gas/Heating	25,500.00	3,148.06	22,351.94	12.35%	678.45
255-5-55-30-622.000 Electricity	170,000.00	44,047.56	125,952.44	25.91%	24,718.02
255-5-55-30-626.000 Gasoline	4,250.00	466.07	3,783.93	10.97%	0.00
255-5-55-30-735.000 Tech Hardware, Software,	4,284.00	0.00	4,284.00	0.00%	0.00
255-5-55-30-910.000 Transfer btwn funds (non-	1,500.00	750.00	750.00	50.00%	0.00
255-5-55-30-920.000 Transfer btwn funds (capi	460,000.00	230,000.00	230,000.00	50.00%	115,000.00
<b>Total Operating Expenses</b>	<b>2,980,513.00</b>	<b>860,844.24</b>	<b>2,119,668.76</b>	<b>28.88%</b>	<b>351,252.20</b>
<b>255-5-55-70 Nonoperating Expenses</b>					
255-5-55-70-722.008 Vt Phos Challenge PePhlo	100,000.00	14,791.92	85,208.08	14.79%	2,066.92
255-5-55-70-722.014 Digester Maintenance	52,500.00	14,996.55	37,503.45	28.56%	2,267.08
255-5-55-70-722.018 Flow EQ Blowers	40,000.00	34,792.00	5,208.00	86.98%	3,686.00
255-5-55-70-722.019 Waste Primary Sludge #2 U	40,000.00	48,914.15	-8,914.15	122.29%	48,914.15
255-5-55-70-722.020 Digester Flare/Flame Arre	248,400.00	0.00	248,400.00	0.00%	0.00
255-5-55-70-730.001 Energy Conservation	10,000.00	0.00	10,000.00	0.00%	0.00
255-5-55-70-730.003 10 Year Engineer Evaluati	0.00	5,736.00	-5,736.00	100.00%	1,434.00
255-5-55-70-750.001 Generator	52,000.00	0.00	52,000.00	0.00%	0.00
255-5-55-70-750.002 IT Upgrades	11,000.00	0.00	11,000.00	0.00%	0.00
255-5-55-70-955.002 RZEDB Interest	0.00	17,379.15	-17,379.15	100.00%	17,379.15
255-5-55-70-955.003 CWSRF RF1-148 Admin Fee	0.00	167,185.69	-167,185.69	100.00%	167,185.69
<b>Total Nonoperating Expenses</b>	<b>553,900.00</b>	<b>303,795.46</b>	<b>250,104.54</b>	<b>54.85%</b>	<b>242,932.99</b>
<b>Total Expenditures</b>	<b>3,534,413.00</b>	<b>1,164,639.70</b>	<b>2,369,773.30</b>	<b>32.95%</b>	<b>594,185.19</b>
<b>Total WASTEWATER FUND</b>	<b>-93,901.00</b>	<b>1,261,756.87</b>	<b>-1,167,855.87</b>	<b>-1,343.71%</b>	<b>1,208,729.63</b>

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>256-4-56-40 Operating Revenues</b>					
256-4-56-40-023.000 Sanitation User Fees	887,899.00	251,765.90	636,133.10	28.36%	267,765.90
256-4-56-40-023.001 Essex Pump Station Fees	33,500.00	12,945.61	20,554.39	38.64%	12,945.61
256-4-56-40-023.002 Two party agreement	15,000.00	0.00	15,000.00	0.00%	0.00
256-4-56-40-024.000 Utility Connection Fees	30,000.00	4,529.70	25,470.30	15.10%	3,019.80
256-4-56-40-026.000 Allocation Fees	0.00	8,168.00	-8,168.00	100.00%	1,000.00
256-4-56-40-060.000 Interest Income	5,000.00	17,489.56	-12,489.56	349.79%	0.00
256-4-56-40-085.000 Penalties	3,000.00	1,775.78	1,224.22	59.19%	0.00
256-4-56-40-098.000 Misc Revenue	0.00	210.00	-210.00	100.00%	0.00
<b>Total Operating Revenues</b>	<b>974,399.00</b>	<b>296,884.55</b>	<b>677,514.45</b>	<b>30.47%</b>	<b>284,731.31</b>
<b>256-4-56-70 Nonoperating Revenues</b>					
256-4-56-70-042.007 WWTF Capacity Sale	0.00	423,900.00	-423,900.00	100.00%	0.00
256-4-56-70-092.000 Transfer to Capital	172,000.00	86,000.00	86,000.00	50.00%	43,000.00
<b>Total Nonoperating Revenues</b>	<b>172,000.00</b>	<b>509,900.00</b>	<b>-337,900.00</b>	<b>296.45%</b>	<b>43,000.00</b>
<b>Total Revenues</b>	<b>1,146,399.00</b>	<b>806,784.55</b>	<b>339,614.45</b>	<b>70.38%</b>	<b>327,731.31</b>

<b>256-5-56-40 Operating Expenses</b>					
256-5-56-40-110.000 Regular Salaries	134,743.00	41,184.62	93,558.38	30.57%	10,309.64
256-5-56-40-120.000 Part Time Salaries	0.00	187.55	-187.55	100.00%	0.00
256-5-56-40-130.000 Overtime	20,392.00	2,625.01	17,766.99	12.87%	622.99
256-5-56-40-210.000 Group Insurance	43,997.00	15,324.87	28,672.13	34.83%	3,900.70
256-5-56-40-220.000 Social Security	12,497.00	3,501.88	8,995.12	28.02%	868.73
256-5-56-40-225.000 Act 76 Childcare Tax	539.00	154.17	384.83	28.60%	32.71
256-5-56-40-230.000 Retirement	14,934.00	4,177.58	10,756.42	27.97%	1,049.31
256-5-56-40-250.000 Unemployment Insurance	143.00	60.22	82.78	42.11%	0.00
256-5-56-40-260.000 Workers Comp Insurance	6,100.00	2,021.36	4,078.64	33.14%	0.00
256-5-56-40-290.000 Other Employee Benefits	700.00	0.00	700.00	0.00%	0.00
256-5-56-40-330.000 Professional Services	6,000.00	0.00	6,000.00	0.00%	0.00
256-5-56-40-335.000 Audit	2,882.00	235.25	2,646.75	8.16%	235.25
256-5-56-40-340.000 Technical Services	14,800.00	2,240.00	12,560.00	15.14%	560.00
256-5-56-40-410.000 Water and Sewer Charges	500.00	0.00	500.00	0.00%	0.00
256-5-56-40-430.000 R&M Vehicles & Equipment	2,000.00	0.00	2,000.00	0.00%	0.00
256-5-56-40-431.000 R&M Buildings & Grounds	6,000.00	0.00	6,000.00	0.00%	0.00
256-5-56-40-433.000 R&M Infrastructure	5,000.00	7,246.15	-2,246.15	144.92%	6,638.18
256-5-56-40-434.000 R&M Pump Stations	12,000.00	7,552.41	4,447.59	62.94%	691.30
256-5-56-40-434.001 Susie Wilson PS Costs	11,500.00	9,596.42	1,903.58	83.45%	1,437.01
256-5-56-40-434.002 West Street PS Costs	13,500.00	3,486.43	10,013.57	25.83%	1,570.08
256-5-56-40-441.000 Rental Land/Buildings	1,800.00	1,917.78	-117.78	106.54%	0.00
256-5-56-40-491.000 Administrative Fees	226,891.00	113,445.50	113,445.50	50.00%	56,722.75
256-5-56-40-500.000 Training, Conf, Dues	2,000.00	0.00	2,000.00	0.00%	0.00
256-5-56-40-505.000 Tech. Subs, Licenses	1,668.00	675.07	992.93	40.47%	13.34
256-5-56-40-520.000 PACIF Insurance	6,310.00	453.91	5,856.09	7.19%	0.00
256-5-56-40-521.000 Insurance Deductibles	1,000.00	0.00	1,000.00	0.00%	0.00
256-5-56-40-530.000 Communications	0.00	90.00	-90.00	100.00%	90.00
256-5-56-40-560.000 Postage	6,000.00	1,232.55	4,767.45	20.54%	1,232.55

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
256-5-56-40-609.000 Safety Supplies	3,000.00	0.00	3,000.00	0.00%	0.00
256-5-56-40-610.000 General Supplies	1,000.00	0.00	1,000.00	0.00%	0.00
256-5-56-40-612.000 Uniforms	1,350.00	145.00	1,205.00	10.74%	145.00
256-5-56-40-621.000 Natural Gas/Heating	1,500.00	159.24	1,340.76	10.62%	51.71
256-5-56-40-622.000 Electricity	12,000.00	4,278.40	7,721.60	35.65%	1,846.37
256-5-56-40-626.000 Gasoline	6,000.00	1,941.58	4,058.42	32.36%	219.58
256-5-56-40-735.000 Tech: Equip/Hardware	3,403.00	0.00	3,403.00	0.00%	0.00
256-5-56-40-750.000 Machinery & Equipment	5,000.00	0.00	5,000.00	0.00%	0.00
256-5-56-40-920.000 Transfer btwn funds (capi	172,000.00	86,000.00	86,000.00	50.00%	43,000.00
<b>Total Operating Expenses</b>	<b>759,149.00</b>	<b>309,932.95</b>	<b>449,216.05</b>	<b>40.83%</b>	<b>131,237.20</b>
<b>256-5-56-70 Nonoperating Expenses</b>					
256-5-56-70-722.001 Manhole Rehab	40,000.00	2,796.24	37,203.76	6.99%	2,796.24
256-5-56-70-722.005 Maple/River/West St PS	12,900.00	0.00	12,900.00	0.00%	0.00
256-5-56-70-722.006 Collection Sys Capacity S	28,300.00	0.00	28,300.00	0.00%	0.00
256-5-56-70-722.009 West St PS Emergency Repa	0.00	28,187.13	-28,187.13	100.00%	24,668.61
256-5-56-70-723.005 Iriquois Ave Water Line	13,050.00	0.00	13,050.00	0.00%	0.00
256-5-56-70-750.001 Meter Replacement Program	20,880.00	9,931.68	10,948.32	47.57%	8,721.44
256-5-56-70-910.000 Transfer to WWTF	0.00	279,766.00	-279,766.00	100.00%	279,766.00
<b>Total Nonoperating Expenses</b>	<b>115,130.00</b>	<b>320,681.05</b>	<b>-205,551.05</b>	<b>278.54%</b>	<b>315,952.29</b>
<b>Total Expenditures</b>	<b>874,279.00</b>	<b>630,614.00</b>	<b>243,665.00</b>	<b>72.13%</b>	<b>447,189.49</b>
<b>Total SANITATION FUND</b>	<b>272,120.00</b>	<b>176,170.55</b>	<b>-448,290.55</b>	<b>64.74%</b>	<b>-119,458.18</b>
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11/06/24

09:26 am

City of Essex Junction General Ledger  
 Current Yr Pd: 4 Year Budget Status Report  
 STORMWATER FUND

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jmorris

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
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257-4-57-50-060.000 Interest Income	0.00	26.39	-26.39	100.00%	0.00
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<b>Total Revenues</b>	<b>0.00</b>	<b>26.39</b>	<b>-26.39</b>	<b>100.00%</b>	<b>0.00</b>
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<b>Total Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
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<b>Total STORMWATER FUND</b>	<b>0.00</b>	<b>26.39</b>	<b>-26.39</b>	<b>-100.00%</b>	<b>0.00</b>
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11/06/24

09:26 am

City of Essex Junction General Ledger  
Current Yr Pd: 4 Year Budget Status Report  
SENIOR CENTER FUND

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jmorris

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
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258-4-33-13-060.000 Interest Income	0.00	121.63	-121.63	100.00%	0.00
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<b>Total Revenues</b>	<b>0.00</b>	<b>121.63</b>	<b>-121.63</b>	<b>100.00%</b>	<b>0.00</b>
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<b>Total Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
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<b>Total SENIOR CENTER FUND</b>	<b>0.00</b>	<b>121.63</b>	<b>-121.63</b>	<b>-100.00%</b>	<b>0.00</b>
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Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
259-4-30-10-060.000 Interest Income	0.00	10,793.86	-10,793.86	100.00%	0.00
259-4-30-11-020.304 Pool Day Admissions	79,581.00	73,747.57	5,833.43	92.67%	0.00
259-4-30-11-020.305 Pool Memberships	44,315.00	16,444.20	27,870.80	37.11%	0.00
259-4-30-11-020.306 Swim Lessons	48,431.00	11,775.50	36,655.50	24.31%	0.00
259-4-30-12-020.308 Facility & Field Rental	32,489.00	7,720.00	24,769.00	23.76%	0.00
259-4-30-14-020.311 Youth Programs	361,480.00	54,794.00	306,686.00	15.16%	1,820.00
259-4-30-14-020.312 Adult Programs	147,575.00	42,644.00	104,931.00	28.90%	75.00
259-4-30-14-050.000 Donation Revenue	34,900.00	4,500.00	30,400.00	12.89%	1,000.00
259-4-30-14-050.150 Memorial Day Parade	0.00	6,650.00	-6,650.00	100.00%	0.00
259-4-30-15-020.313 Childcare - AS	1,500,072.00	415,913.62	1,084,158.38	27.73%	71,774.22
259-4-30-15-020.315 Shared Staffing Contract	171,360.00	0.00	171,360.00	0.00%	0.00
259-4-30-16-020.313 Childcare - PS	624,996.00	181,461.06	443,534.94	29.03%	5,173.24
259-4-30-17-020.313 Childcare - DC	689,296.00	358,667.75	330,628.25	52.03%	0.00
259-4-30-17-040.835 Special Accommodation Gra	0.00	16,174.50	-16,174.50	100.00%	0.00
<b>Total Revenues</b>	<b>3,734,495.00</b>	<b>1,201,286.06</b>	<b>2,533,208.94</b>	<b>32.17%</b>	<b>79,842.46</b>
<b>259-5-30-10 Administration</b>					
259-5-30-10-210.000 Group Insurance	0.00	-810.49	810.49	100.00%	0.00
259-5-30-10-250.000 Unemployment Insurance	4,154.00	1,749.14	2,404.86	42.11%	0.00
259-5-30-10-260.000 Workers Comp Insurance	50,000.00	7,062.89	42,937.11	14.13%	0.00
259-5-30-10-330.000 Professional Services	4,500.00	1,500.00	3,000.00	33.33%	0.00
259-5-30-10-442.000 Rental Vehicles/Equip	1,968.00	662.00	1,306.00	33.64%	165.50
259-5-30-10-500.000 Training, Conf, Dues	9,500.00	6,940.28	2,559.72	73.06%	3,413.48
259-5-30-10-505.000 Tech. Subs, Licenses	17,570.00	7,850.46	9,719.54	44.68%	1,361.02
259-5-30-10-550.000 Printing and Binding	10,500.00	3,590.00	6,910.00	34.19%	0.00
259-5-30-10-560.000 Postage	7,103.00	2,077.42	5,025.58	29.25%	0.00
259-5-30-10-561.000 CC Processing Fees	0.00	14,721.03	-14,721.03	100.00%	0.00
259-5-30-10-910.000 Trnsfr Between Funds (non	45,000.00	0.00	45,000.00	0.00%	0.00
<b>Total Administration</b>	<b>150,295.00</b>	<b>45,342.73</b>	<b>104,952.27</b>	<b>30.17%</b>	<b>4,940.00</b>
<b>259-5-30-11 Pool</b>					
259-5-30-11-120.000 Part Time Salaries	117,879.00	86,545.76	31,333.24	73.42%	0.00
259-5-30-11-130.000 Overtime	0.00	1,365.89	-1,365.89	100.00%	0.00
259-5-30-11-220.000 Social Security	9,018.00	6,725.29	2,292.71	74.58%	0.00
259-5-30-11-225.000 Act 76 Childcare Tax	389.00	353.38	35.62	90.84%	0.00
259-5-30-11-330.000 Professional Services	5,194.00	8,188.67	-2,994.67	157.66%	0.00
259-5-30-11-431.000 R&M Buildings & Grounds	28,847.00	15,463.30	13,383.70	53.60%	457.15
259-5-30-11-610.000 General Supplies	4,132.00	468.96	3,663.04	11.35%	-89.47
<b>Total Pool</b>	<b>165,459.00</b>	<b>119,111.25</b>	<b>46,347.75</b>	<b>71.99%</b>	<b>367.68</b>
<b>259-5-30-12 Parks and Facilities</b>					
259-5-30-12-120.000 Part Time Salaries	9,422.00	2,200.35	7,221.65	23.35%	0.00
259-5-30-12-220.000 Social Security	721.00	168.32	552.68	23.35%	0.00
259-5-30-12-225.000 Act 76 Childcare Tax	31.00	5.91	25.09	19.06%	0.00
259-5-30-12-330.000 Professional Services	9,000.00	70,955.03	-61,955.03	788.39%	33,414.00
259-5-30-12-442.000 Rental Vehicles/Equip	13,800.00	500.00	13,300.00	3.62%	500.00

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
259-5-30-12-500.000 Training, Conf, Dues	4,000.00	2,799.21	1,200.79	69.98%	923.31
259-5-30-12-530.000 Communications	0.00	420.00	-420.00	100.00%	90.00
259-5-30-12-610.000 General Supplies	0.00	7,516.57	-7,516.57	100.00%	6,260.29
<b>Total Parks and Facilities</b>	<b>36,974.00</b>	<b>84,565.39</b>	<b>-47,591.39</b>	<b>228.72%</b>	<b>41,187.60</b>
<b>259-5-30-14 Recreation Programs</b>					
259-5-30-14-110.000 Regular Salaries	56,163.00	17,254.40	38,908.60	30.72%	4,313.60
259-5-30-14-120.000 Part Time Salaries	52,922.00	5,979.50	46,942.50	11.30%	1,206.26
259-5-30-14-210.000 Group Insurance	27,393.00	350.00	27,043.00	1.28%	0.00
259-5-30-14-220.000 Social Security	8,391.00	1,790.45	6,600.55	21.34%	418.83
259-5-30-14-225.000 Act 76 Childcare Tax	362.00	74.24	287.76	20.51%	14.72
259-5-30-14-230.000 Retirement	4,945.00	1,750.68	3,194.32	35.40%	709.22
259-5-30-14-290.000 Other Employee Benefits	350.00	0.00	350.00	0.00%	0.00
259-5-30-14-330.000 Professional Services	433,805.00	147,670.56	286,134.44	34.04%	25,414.00
259-5-30-14-410.000 Water and Sewer Charges	1,500.00	0.00	1,500.00	0.00%	0.00
259-5-30-14-431.000 R&M Buildings & Grounds	1,300.00	0.00	1,300.00	0.00%	0.00
259-5-30-14-442.000 Rental Vehicles/Equip	2,000.00	0.00	2,000.00	0.00%	0.00
259-5-30-14-500.000 Training, Conf, Dues	8,077.00	1,238.95	6,838.05	15.34%	0.00
259-5-30-14-530.000 Communications	1,098.00	165.00	933.00	15.03%	0.00
259-5-30-14-610.000 General Supplies	27,773.00	23,175.49	4,597.51	83.45%	3,374.41
<b>Total Recreation Programs</b>	<b>626,079.00</b>	<b>199,449.27</b>	<b>426,629.73</b>	<b>31.86%</b>	<b>35,451.04</b>
<b>259-5-30-15 After School Care</b>					
259-5-30-15-110.000 Regular Salaries	576,341.00	140,539.30	435,801.70	24.38%	48,422.94
259-5-30-15-120.000 Part Time Salaries	491,920.00	95,907.67	396,012.33	19.50%	45,051.61
259-5-30-15-130.000 Overtime	0.00	3,535.41	-3,535.41	100.00%	241.05
259-5-30-15-210.000 Group Insurance	122,197.00	35,854.46	86,342.54	29.34%	11,676.38
259-5-30-15-220.000 Social Security	83,264.00	19,006.65	64,257.35	22.83%	7,170.50
259-5-30-15-225.000 Act 76 Childcare Tax	3,592.00	849.42	2,742.58	23.65%	237.14
259-5-30-15-230.000 Retirement	58,286.00	13,982.21	44,303.79	23.99%	3,473.45
259-5-30-15-290.000 Other Employee Benefits	3,850.00	350.00	3,500.00	9.09%	0.00
259-5-30-15-330.000 Professional Services	96,400.00	2,892.53	93,507.47	3.00%	2,392.53
259-5-30-15-500.000 Training, Conf, Dues	33,241.00	5,047.16	28,193.84	15.18%	923.31
259-5-30-15-530.000 Communications	7,920.00	3,058.04	4,861.96	38.61%	1,042.22
259-5-30-15-610.000 General Supplies	69,084.00	28,675.95	40,408.05	41.51%	16,374.52
259-5-30-15-626.000 Gasoline	5,500.00	162.33	5,337.67	2.95%	86.36
<b>Total After School Care</b>	<b>1,551,595.00</b>	<b>349,861.13</b>	<b>1,201,733.87</b>	<b>22.55%</b>	<b>137,092.01</b>
<b>259-5-30-16 Preschool</b>					
259-5-30-16-110.000 Regular Salaries	351,704.00	97,244.01	254,459.99	27.65%	27,791.38
259-5-30-16-120.000 Part Time Salaries	14,024.00	4,485.76	9,538.24	31.99%	1,540.17
259-5-30-16-130.000 Overtime	0.00	382.70	-382.70	100.00%	0.00
259-5-30-16-210.000 Group Insurance	131,414.00	34,587.32	96,826.68	26.32%	11,635.19
259-5-30-16-220.000 Social Security	28,504.00	8,139.07	20,364.93	28.55%	2,296.74
259-5-30-16-225.000 Act 76 Childcare Tax	1,230.00	334.47	895.53	27.19%	77.79
259-5-30-16-230.000 Retirement	32,564.00	9,554.86	23,009.14	29.34%	2,736.35
259-5-30-16-290.000 Other Employee Benefits	2,450.00	700.00	1,750.00	28.57%	0.00

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
259-5-30-16-330.000 Professional Services	6,665.00	11,234.25	-4,569.25	168.56%	699.22
259-5-30-16-420.000 Cleaning Services	32,500.00	5,795.12	26,704.88	17.83%	2,818.00
259-5-30-16-441.000 Rental Land/Buildings	1,860.00	0.00	1,860.00	0.00%	0.00
259-5-30-16-442.000 Rental Vehicles/Equip	0.00	597.60	-597.60	100.00%	149.40
259-5-30-16-500.000 Training, Conf, Dues	11,750.00	1,861.26	9,888.74	15.84%	923.31
259-5-30-16-530.000 Communications	0.00	181.88	-181.88	100.00%	80.87
259-5-30-16-580.000 Travel	2,592.00	0.00	2,592.00	0.00%	0.00
259-5-30-16-610.000 General Supplies	10,500.00	37,464.88	-26,964.88	356.81%	429.54
<b>Total Preschool</b>	<b>627,757.00</b>	<b>212,563.18</b>	<b>415,193.82</b>	<b>33.86%</b>	<b>51,177.96</b>
<b>259-5-30-17 Summer Day Camps</b>					
259-5-30-17-110.000 Regular Salaries	72,644.00	37,254.74	35,389.26	51.28%	2.30
259-5-30-17-120.000 Part Time Salaries	420,770.00	392,302.31	28,467.69	93.23%	0.00
259-5-30-17-130.000 Overtime	0.00	19,304.52	-19,304.52	100.00%	2.75
259-5-30-17-220.000 Social Security	37,746.00	33,794.34	3,951.66	89.53%	12.44
259-5-30-17-225.000 Act 76 Childcare Tax	1,628.00	1,966.25	-338.25	120.78%	61.47
259-5-30-17-330.000 Professional Services	111,981.00	48,950.75	63,030.25	43.71%	7,071.00
259-5-30-17-580.000 Travel	0.00	25,749.19	-25,749.19	100.00%	0.00
259-5-30-17-610.000 General Supplies	30,009.00	66,370.08	-36,361.08	221.17%	0.00
<b>Total Summer Day Camps</b>	<b>674,778.00</b>	<b>625,692.18</b>	<b>49,085.82</b>	<b>92.73%</b>	<b>7,149.96</b>
<b>259-5-30-19 Rec Kids</b>					
<b>Total Rec Kids</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>Total Expenditures</b>	<b>3,832,937.00</b>	<b>1,636,585.13</b>	<b>2,196,351.87</b>	<b>42.70%</b>	<b>277,366.25</b>
<b>Total EJRP PPROGRAMS FUND</b>	<b>-98,442.00</b>	<b>-435,299.07</b>	<b>533,741.07</b>	<b>442.19%</b>	<b>-197,523.79</b>
<b>Total All Funds</b>	<b>-1,034,950.00</b>	<b>8,753,324.74</b>	<b>-7,718,374.74</b>	<b>-845.77%</b>	<b>-223,437.33</b>

## 2 Lincoln Renovation Project

Prior Fiscal Years	128,295.89	
FY24 Budget Surplus Transfer	2,824,513.71	
<i>Add:</i>		
LOT Funds	325,000.00	approved at 6/12/24 meeting
Capital Reserve Funds	215,242.00	approved at 6/12/24 meeting
<i>Less:</i>		
		\$231,419 assigned 4/26/23 for Scott & Partners architect and engineering services contract; additional \$13,300 assigned 8/19/24
Balance of assigned amount by Council for architect/engineering services contract	(25,542.84)	
Balance of assigned amount by Council for construction manager services	(30,682.89)	\$43,729 assigned 9/13/23 for Bread Loaf Corp construction manager services
Total Expenses to Date	(437,311.83)	see Spending Detail worksheet
<b>Balance of Funds Available</b>	<b>2,999,514.04</b>	

*updated 11/6/24*

## LOT Fund Balance Detail

<b>LOT Funds Received FY23</b>		<b>659,341.99</b>	
	11/21/22 Disbursement - Q1	1,178.64	
	2/9/23 Disbursement - Q2	239,621.26	
	5/12/23 Disbursement - Q3	195,435.64	
			funds received in August, but recorded back to June to properly recognize revenue
	6/30/23 Disbursement - Q4	219,588.49	
	Interest Accrued	3,517.96	
<b>LOT Funds Received FY24</b>		<b>986,078.22</b>	
	Q1	284,780.40	
	Q2	223,554.85	
	Q3	219,797.53	
	Q4	232,463.92	
	Interest Accrued	25,481.52	allocated monthly
<b>LOT Funds Received FY25</b>		<b>270,667.06</b>	
	Q1	263,103.52	
	Q2		
	Q3		
	Q4		
	Interest Accrued	7,563.54	allocated monthly
Less:			
FY23 IT Migration Balance of Funds Avail.		-	
			rebranding, capital transfer, IT migration and paving actual
FY24 Expenses	(262,239.00)		spent to date
			\$40,000 assigned during budget, \$12,500 reassigned to
Rebranding Balance of Funds Avail.	(27,500.00)		Strategic Planning by Council
			\$30,000 assigned during budget, \$12,500 added from
Strategic Planning Balance of Funds Avail.	-		Rebranding by Council
Banners/Signs Balance of Funds Avail.	(14,375.00)		
Capital Transfer Balance of Funds Avail.	-		recurring quarterly entry
			\$20,000 assigned during budget, additonal \$20,000 assigned
Paving Balance of Funds Avail.	-		by Council
2 Lincoln Renovation	(256,842.00)		assigned by Council 6/12/24
			Council authorized to reassign to 2 Lincoln Renovation project
Stormwater Grant Match Balance of Funds Avail.	(28,000.00)		6/12/24
			Council authorized to reassign to 2 Lincoln Renovation project
Code Enforcement Salary/Benefits Balance of Funds Avail.	(40,158.00)		6/12/24
FY25 Expenses to Date	(500,000.00)		
Sidewalks per Policy	(218,608.00)		25% of projected revenue
FY25 Capital Transfer Balance of Funds Avail.	(500,000.00)		
<b>Balance of LOT Funds Available</b>	<b>68,365.27</b>		
Projected Remaining FY25 LOT Revenue	611,328.48		\$874,432 projected, less actual funds received to date
<b>Projected FY25 LOT Fund Balance</b>	<b>679,693.75</b>		

updated 11/6/24

## Economic Development Fund Balance Detail

<b>FY24 Economic Development Fund Balance PRELIMINARY</b>	<b>869,061.06</b>
<b>Economic Development Funds Received FY25</b>	<b>63,654.00</b>

<i>Property Taxes</i>	57,051.46	will be allocated around 9/15 and 3/15 tax payment due dates
<i>Interest Accrued</i>	6,602.54	allocated monthly

Less:

\$302,936 estimated, less \$24,933.60 actual spend in FY23, less  
\$4,855 actual spend in FY24, less \$2,587.50 actual spent to

Main St Park	(275,734.90)	date FY25
Crescent Connector	(109,000.00)	estimated
Amtrak Grant Match	(250,000.00)	estimated

<b>Balance of Economic Development Funds Available</b>	<b><u>297,980.16</u></b>
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Projected FY25 Economic Development Fund Revenue	<u>54,948.54</u>
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<b>Projected FY25 Economic Development Fund Balance</b>	<b><u>352,928.70</u></b>
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updated 11/6/24



**State of Vermont**  
**Department of Taxes**  
133 State Street  
Montpelier, VT 05633-1401

*Agency of Administration*

10/23/2024

City of Essex Junction  
81 Main Street  
Essex Junction, VT 05452

### Grand List 2025 Reappraisal Approval

The Property Valuation and Review (PVR) Division of the Vermont Department of Taxes has completed review of the Form RA-308 Detailed Reappraisal Compliance Plan and reappraisal contract submitted on behalf of the City of Essex Junction.

The purpose of this document is to confirm the reappraisal plan with the following expectations:

1. The reappraisal will be finalized by July 2025.
2. At the time of lodging, the following forms and electronic grand list data will be submitted to PVR:
  - a. Town Clerk will file the reappraised grand list electronically via the state's grand list software
  - b. [RA-310 Report of Reappraised Grand List](#)
3. When your reappraisal is complete PVR will perform a standard evaluation of the municipal reappraisal referred to as the "Reappraisal Evaluation" (FKA "3-Prong Test"), we would recommend discussing/contracting with your reappraisal contractor to ensure any unsatisfactory findings will be addressed.
  - a. Please note that in-house reappraisals are **not** exempt from the Reappraisal Evaluation.

The CLA used to set your FY2026 education tax rates will be recalculated using your reappraised grand list in accordance with 32 VSA §5406(c), unless there is an applicable statutory change.

Sincerely,

Jill Remick, Director  
Property Valuation and Review Division





VT Form <b>RA-308</b>	Property Valuation and Review <b>DETAILED REAPPRAISAL COMPLIANCE PLAN</b>
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The ~~Town/City of~~ Town of Essex and City of Essex Junction hereby notifies the Director of Property Valuation and Review (PVR) that a reappraisal is planned. It will be completed for grand list year 2025.

**General Information**

A. Number of taxable parcels of real property in town/city ..... 8,253

B. Year of last complete reappraisal ..... 2007

C. Last reappraisal done by:

☐ In-House (listers or assessor)

☒ Contractor Name Tyler Technologies CLT Appraisal & Tax Solutions

☐ Other (explain) \_\_\_\_\_

Please indicate what CAMA system was used in the last complete reappraisal.

☒ Specify MICROSOLVE

☐ None (no CAMA)

D. Does your town have property maps (tax maps)? ..... ☒ Yes ☐ No

If "Yes," are they updated annually? ..... ☒ Yes ☐ No

If not updated annually, how often are they updated? ..... \_\_\_\_\_

Who maintains the maps? In-House GIS Coordinator - Shannon Lunderville

E. CLA from equalization study certified January 1, 2022 was 85.08 %

F. COD from equalization study certified January 1, 2022 was 8.88 %

G. Does your town send sales verification forms to:

Sellers? ..... ☒ Yes ☐ No

Buyers? ..... ☒ Yes ☐ No

H. Are building permits required in your town? ..... ☒ Yes ☐ No

I. Since your last complete reappraisal, has your town had in place a method of systematic re-inspection of all properties? ..... ☐ Yes ☒ No

If yes, please briefly explain how it works: **1)** How do you decide what properties are inspected each year?

**2)** Is a certain percentage of the town re-inspected yearly or are certain classes or neighborhoods chosen?

**3)** Is it those properties subject to building permits? Use attachment if necessary.

**J.** Which of the following describes the type of reappraisal activity proposed? Check one.

- ☒ Complete Reappraisal (Complete section K below)  
☐ Statistical Update (Complete sections K and L. Read instructions, page 3)  
☐ Partial Reappraisal (Complete sections K and M. Read instructions, page 4)  
☐ Rolling Reappraisal or Cyclical Reappraisal (Complete sections K and N. Read instructions, page 5)

**K.** Who will be conducting the reappraisal? . . . . . ☒ Appraisal Firm ☐ Project Supervisor

**Please provide the following information for those who will be working on this project:**

**Firm Name** (if applicable): Patriot Properties, Inc. / New England Municipal Consultants, Ltd

**Project Supervisor:** Mark Harrell , COO - Patriot Properties, Inc. & William J. Krajeski - NEMC

Is this person also a Lister? . . . . . ☐ Yes ☒ No

Please **provide a copy** of the reappraisal contract.

☒ Contract enclosed ☐ Contract sent previously

**Field and Data Entry Positions**

**Name 1:** \_\_\_\_\_

Certification: ☐ Appraiser ☐ Appraiser Trainee ☐ Lister  
☐ Other certifications: \_\_\_\_\_

**Name 2:** \_\_\_\_\_

Certification: ☐ Appraiser ☐ Appraiser Trainee ☐ Lister  
☐ Other certifications: \_\_\_\_\_

**Name 3:** \_\_\_\_\_

Certification: ☐ Appraiser ☐ Appraiser Trainee ☐ Lister  
☐ Other certifications: \_\_\_\_\_

**Name 4:** \_\_\_\_\_

Certification: ☐ Appraiser ☐ Appraiser Trainee ☐ Lister  
☐ Other certifications: \_\_\_\_\_

**Name 5:** \_\_\_\_\_

Certification: ☐ Appraiser ☐ Appraiser Trainee ☐ Lister  
☐ Other certifications: \_\_\_\_\_

**Name 6:** \_\_\_\_\_

Certification: ☐ Appraiser ☐ Appraiser Trainee ☐ Lister  
☐ Other certifications: \_\_\_\_\_

**Name 7:** \_\_\_\_\_

Certification: ☐ Appraiser ☐ Appraiser Trainee ☐ Lister  
☐ Other certifications: \_\_\_\_\_

**Name 8:** \_\_\_\_\_

Certification: ☐ Appraiser ☐ Appraiser Trainee ☐ Lister  
☐ Other certifications: \_\_\_\_\_

**L. If you checked “Statistical Update,” complete the following (reminder, this option is only available within **five years of your last full reappraisal**).**

Briefly explain the method of systematic re-inspection you established following your last complete reappraisal. We are trying to ascertain how you decided what properties were inspected each year. **1)** Was a certain percentage of the town re-inspected yearly, or were certain classes or neighborhoods chosen? **2)** Was it only those properties subject to building permits? If more space is needed, attach additional pages. If you have completed a data quality study, please attach a copy.

N/A

Has a data study been conducted to establish that your existing property description data is complete and accurate?..... ☐ Yes ☐ No

If “Yes,” attach a listing of the properties upon which this study was completed and a report of actions taken as a result of that study.

Indicate which tables, factors, and schedules will be updated.

- ☐ Cost tables
- ☐ Land Schedule(s)
- ☐ Adjustments Table
- ☐ Depreciation Schedule
- ☐ Other (explain) \_\_\_\_\_

(See instructions, page 3 - Statistical Update)

M. If you checked “Partial Reappraisal,” please complete the following. A total change of less than 20% over the prior year must be accompanied by detailed reasons for why the changes are necessary.

Has a data quality study been conducted to establish that your existing property description data is complete and accurate?..... ☐ Yes ☐ No

If “No,” it is unlikely a partial reappraisal is acceptable. Without assurance of data quality, there is no evidence that a partial reappraisal will not result in increasing inequities.

If “Yes,” **attach** a listing of the properties upon which this study was completed and a report of actions taken as a result of that study.

Will the reappraised values be adjusted to the level of appraisal (CLA) of the portion of the appropriate jurisdiction that was not subject to revaluation?..... ☐ Yes ☐ No

The goal must be to ensure that the newly adjusted (reappraised) fair market value of the updated grand list has all properties appraised at the same level of assessment (LOA).

Indicate the class or classes of property and/or neighborhood(s) that are subject to the reassessment and the LOA that is being sought. For instance, you may be reappraising lakeshore property because you have evidence that the LOA on lakeshore property is 60% and all other properties in town have an LOA of 95%. In that example you would indicate:

<u>Class/Neighborhood</u>	<u>Present LOA</u>	<u>Target LOA</u>
<i>Example: Lakeshore</i>	<i>60%</i>	<i>95%</i>
<u>Class/Neighborhood</u>	<u>Present LOA</u>	<u>Target LOA</u>
1. _____	_____ 0 %	_____ 0 %
2. _____	_____ 0 %	_____ 0 %
3. _____	_____ 0 %	_____ 0 %
4. _____	_____ 0 %	_____ 0 %

The goal of a partial reappraisal is to bring the values of changed properties into line with the properties that go unchanged. The resulting levels of assessment should be very similar regardless of property class or location.

N. If you checked "Rolling Reappraisal," complete the following. Note that to be considered for updated CLA, such reappraisal must be **completed within three years**.

Indicate the reappraisal activity to be completed in each year. Specify which properties are affected. This must be by property type or geographic area or other distinct population of parcels.

Year \_\_\_\_\_

Year \_\_\_\_\_

Year \_\_\_\_\_

Please check the one that best describes your method.

☐ Correcting most inequitable first

☐ Split up geographically

☐ Split up by category

☐ Other (explain below) \_\_\_\_\_

Will the reappraised values be adjusted to the level of appraisal (CLA) of the portion of the appropriate jurisdiction that was not subject to revaluation? . . . . . ☐ Yes ☐ No

How will you determine which properties are to be reappraised in each year? We are looking for your reasoning for choosing the classes or neighborhoods chosen. We are trying to answer such questions as the following:

**1)** Did you have evidence of a specific disparity that the reassessment is aimed at correcting? **2)** Was a particular neighborhood chosen in year one because you had evidence that its level of assessment was considerably less than the balance of the town? **3)** Did you split the town up geographically or by category and plan to reappraise one third each year? If more space is needed, attach additional pages.

N/A

The goal in each year must be to bring the value of changed properties into line with those of properties whose assessments go unchanged. (See instructions, page 5 - Rolling Reappraisal)

- O. Provide any other information you feel would be helpful in explaining your reappraisal activity. If more space is needed, attach additional pages.

The reappraisal includes transitioning to Patriot CAMA software.

We acknowledge that we have read and understand the expectations and requirements for this reappraisal activity. We further understand that this reappraisal will be audited as part of the three-prong test, and the results may not be accepted if these requirements are not followed (see three-prong test). We have completed this form and will provide further documentation upon request.

~~Board of Listers.~~ Karen K. Lemnah  
Assessor Karen K. Lemnah

Date: December 7, 2022

**Mail to:**

Property Valuation and Review Division  
Vermont Department of Taxes  
133 State Street  
Montpelier VT 05633-1401

Email submission to: [tax.pvr@vermont.gov](mailto:tax.pvr@vermont.gov)

**Submit by email**

Fax: (802) 828-2239

If you have any questions, please contact your District Advisor or call (802) 828-5860.

# REAPPRAISALS

## Division of Property Valuation and Review

Towns that are planning a reappraisal, whether under order or not, must report that activity to the Division of Property Valuation and Review (PVR). PVR will evaluate the planned activity to determine the following:

- 1) Whether the town's plan will meet the goal of coming into compliance of the common level of appraisal (CLA), 2) the coefficient of dispersion (COD) which is used in setting the education tax rates, and 3) whether the town's plan, if not under order, will improve the CLA and COD.

The necessary reporting forms and an explanation of the process are provided here.

### STEPS TO TAKE FOR REAPPRAISALS

1. The listers will complete and return **Form RA-308, Detailed Reappraisal Compliance Plan, prior to commencement of the project**. The reappraisal shall substantially conform to one of the definitions of reappraisal in the "Definitions of Reappraisal Types" appended to this document. The Report should be filed with PVR as soon as practicable, but **no later than January 1** of the year in which reappraisal activity will begin.
2. PVR will acknowledge receipt of the plan by notifying the listers. If further information is needed, PVR will request it at that time.
3. In the year declared for the completion of the reappraisal, a **confirmation letter** will be sent to the **listers to complete and return to PVR by March 1**. This mailing will include a copy of **Form RA-309, Detailed Reappraisal Compliance Report**, and **Form RA-310, Report of Reappraised Grand List**.
4. At the time of the lodging of the grand list book with the town clerk (after the close of grievances), the listers will return Form RA-309.
5. The town clerk will file the **reappraised grand list and Form 411** electronically and mail Form RA-310 to PVR.
6. PVR will determine a temporary, reappraisal CLA for tax rate setting purposes and set the fiscal year's education tax rates using that new CLA. The education tax rates will be set as soon as practicable after receipt of the current reappraised grand list information submitted.

Given municipalities' understandable desire to proceed with tax billing and collection, a comprehensive evaluation of the reappraised grand list is not possible as part of the PVR Director's certification of reappraisal for tax rate setting purposes. Certification of a reappraisal for tax setting purposes under 32 V.S.A. § 5406(c) **shall not be construed as acceptance of reappraisal activity for PVR's equalization study**.

If the Director of Property Valuation and Review certifies that a municipality has completed a town-wide reappraisal, the common level of appraisal for that municipality shall be equal to its new grand list value divided by its most recent equalized grand list value, for the purposes of determining education property tax rates, education property tax liabilities, and income sensitivity claims relating to the fiscal year designated by the director. 32 V.S.A. § 5406.

If further evaluation of a grand list as part of the equalization process suggests that unacceptable assessment practices such as selective reappraisal took place, PVR will adjust its equalization procedures to derive the best possible estimate of fair market value and COD.

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## WHAT IS A REAPPRAISAL?

There are four generally accepted reappraisal activities.

1. Complete reappraisal
2. Statistical update
3. Partial reappraisal as defined below that results in changes in grand list value to a substantial portion of the parcels in the municipality, and results in a significant change in total grand list value over the prior year's total.
4. Rolling reappraisal as defined below, **provided that the rolling reappraisal is completed within a three-year time-frame.**

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## DEFINITIONS OF REAPPRAISAL TYPES

### Complete Reappraisal

A reappraisal of all town properties including interior property inspections, development of new land and building pricing schedules, adjustments, and factors. The goal must be to implement new values for all properties that reflect 100% of fair market value.

1. Tax maps are desirable to assure a complete parcel inventory with detailed land area information for each parcel.
2. To the greatest degree feasible, all parcels and buildings (95% is desirable) should be fully inspected and measured with documentation on property record cards. The documentation should show date of inspection, person performing the inspection, and all factors and criteria employed to generate the new listed value. As new technologies are developed, alternate methods of data collection may be permissible with the consent of the Director on a case-by-case basis.
3. A sales analysis should be performed to establish land and building mass appraisal factors for property attributes (for example, land schedule(s), building and land grading factors, depreciation schedule(s), building value base rates, outbuilding values, utility contributory values, etc.). The systematic estimation of value for every property should be performed based upon its attributes relative to these factors. Only through the uniform application of a systematic estimation process is it possible to properly calibrate a mass appraisal valuation model and then derive uniform and defensible grand list values. The non-systematic manipulation of the valuation model to reach the sales price of a recently sold property is a form of sales chasing and is not an acceptable appraisal practice within this definition. The use of the arbitrary adjustment of depreciation and/or quality grades to reach a value that conforms to a sale price is an example of such manipulation.
4. There should be sufficient sales to support reliable estimation parameters for land schedules, depreciation etc. If sufficient sales are not available within the municipality, sales from other municipalities with comparable real estate markets, appraisals or an expanded time period should be used to supplement the database. Documentation to support each of these actions should be maintained and be available for review.



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## Statistical Update

A statistical update is a revaluation of all town properties, but unlike a complete reappraisal it does not require on-site property inspections except to confirm validity of data for a sample of properties. The goal must be to implement new values for all properties to reflect **100%** of fair market value. If building permits are not required in your municipality and there is no program of systematic re-inspection of all property, this **is likely not an acceptable method** of establishing equitable values as any inequities that currently exist within the grand list may be magnified using a statistical update. If a statistical update is being done, a copy of the data quality study conducted prior to the update must be included with this Form RA-308 to PVR.

1. Tax maps are desirable as with complete reappraisals.
2. Completion and documentation of an initial data quality study is done to establish that the quality of the existing physical data currently on file is acceptable.
  - a. Select a random, representative sample of 2% to 5% of all properties. The size of the sample is dependent on: size of the community, location mix (that is, number of neighborhoods) in the community, age and style of the properties, number of years since the last date when all properties within the municipality were inspected, and the nature of data maintenance programs used. The sampling process should be sufficient to ensure that existing property data is accurate concerning each significant type of property and neighborhood within the municipality. In other words, in cases where there has not been a systematic inspection of all properties for several years, where you have a heterogeneous mix of properties or a large number of defined neighborhoods, you need to review a greater number of properties in order to determine the degree of accuracy of your existing data.
  - b. For each sample parcel subject to review and after it has been inspected (including an interior inspection), you should correct any errors in the data and rerun the value for that property using your unmodified mass appraisal model from the last reappraisal. The original value is compared with the value that would have been in effect had more accurate data been available. You should then look at the level of discrepancy in values (old versus new). If the average level of discrepancy for any significant property type is large (in excess of 10%), then you need to evaluate whether there is sufficient integrity in the existing data to support a reappraisal based on a statistical update. In other words, if after correcting for data errors, the new values are on average significantly different from existing grand list values, then it is time to consider doing a complete reappraisal including inspections of all properties.
3. Sales analysis and mass appraisal guidelines are the same as for a complete reappraisal (see #3 and #4 above under Complete Reappraisal).
4. Under most circumstances, a statistical update **shall only be done once** if within 5 years of the last complete reappraisal, and the COD is less than 15.

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## Partial Reappraisals

A partial reappraisal is a reappraisal activity that either targets some but not all properties in a town or adjusts a limited number of factors. Generally, this will result in a change in value, but a partial appraisal will not bring the entire municipality to 100% market value. The goal of a partial reappraisal is to improve the appraisal equity among specific categories, types, and/or neighborhoods of properties within a town by bringing them to approximately the same level of appraisal as the rest of the properties in that town.

1. Common types of partial reappraisals include land revaluation (which generally should only be done within five years of the last complete reappraisal). Other common types are time and location adjustments to improvements or selective revaluation of identified categories of properties based on types and/or geographic areas (that is, neighborhoods).
2. The extent of the revaluation activity is a characteristic that differentiates a partial reappraisal from routine grand list maintenance. Generally, to be considered a partial reappraisal, the revaluation activity should impact on a significant percentage of grand list properties (20% or more), and/or all parcels in a property category (that is, R1, MHU, Other, etc.), geographic area, or property type.
3. The following guidelines should be considered when doing a partial reappraisal.
  - a. The grand list should undergo a sales analysis. The analysis should show that the level of appraisal of a portion of the grand list varies from other properties in the municipality so that adjustment is necessary to ensure that all properties are appraised at approximately the same level of appraisal. In making a determination that there is sufficient disparity in appraisal level to warrant reappraising a segment of the grand list, there should be sufficient sales to reliably identify the extent of disparity in level of appraisal. In the absence of statistical measurement, evidence from large samples – 20 or more sales – may be adequate to justify a partial reappraisal. The actual number of sales necessary is relative to the number of properties being evaluated and the variability in listed value to sale price ratios for the identified property type. For example, if you have 20 unlanded mobile home properties, a small number of sales may be sufficient assuming the sales analysis demonstrates a reasonably consistent level of appraisal.
  - b. Guidelines for a complete reappraisal relating to inspection and measurement, sales analysis and parameter estimation also apply to the property subset being adjusted through a partial reappraisal. At a minimum, all sale properties to be used in the sales analysis are inspected and measured.
  - c. Properties in the subset should be valued at fair market value **and then adjusted to the level of appraisal of the portion of the jurisdiction that has not been reappraised**. The level of appraisal for the non-reappraised portion of the grand list should be independently determined from a sufficiently large sales sample. Generally, the use of the town-wide CLA from PVR's equalization study is incorrect, as it would include older sales, and it would reflect all sales including those in the subset of property subject to reappraisal.
  - d. The practice of annually adjusting some or all listed values of sale properties and only sale properties to a value at or nearer the sale prices is known as “**sales chasing**” and does not constitute a partial reappraisal. Furthermore, it is not an acceptable appraisal practice.

---

### **“Rolling” Reappraisal (Cyclical Reappraisal)**

A “rolling” reappraisal is a type of complete reappraisal. What differentiates a rolling reappraisal from a complete reappraisal is that it is conducted and implemented over more than one year.

1. All of the elements of a complete reappraisal should be adhered to when conducting a rolling reappraisal including sales analysis and mass appraisal guidelines (see #3 and #4 above under Complete Reappraisal). The mass appraisal factors established for the first year of the reappraisal should be used consistently for each intermediate year of the reappraisal. As part of the preparation for conducting a rolling reappraisal, there should be a **pre-established** plan laying out the time period of the overall reappraisal and the properties subject to revaluation in each of the years.
2. The time period for conducting a rolling reappraisal **shall not exceed three years**. Plans for a rolling reappraisal over more than a three-year period are not accepted for updated CLAs for tax rate setting purposes. A longer time-frame becomes more difficult to maintain equity across appraisal values as the number of years in the cycle increases. This is particularly the case if market conditions at the time of the rolling reappraisal display significant appreciation or depreciation in values. This is due to the staggered schedule for inspections and a changing town-wide level of assessment over the period of reappraisal.
3. In any year of the reappraisal, the revalued properties should be valued at fair market value **and then adjusted to the level of appraisal of the portion of the jurisdiction that was not subject to the revaluation (see also under Partial Reappraisal #3c)**.
4. Under most circumstances, it is likely that a new sales analysis will be necessary in the last year of the rolling reappraisal. The analysis will indicate the need for adjustments to the mass appraisal factors used throughout the reappraisal in order to achieve a 100% fair market value standard. In the last year of the cycle and after the necessary adjustments to mass appraisal factors, all properties are then brought to full market value.

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### **General Grand List Maintenance**

Grand list maintenance is a limited revaluation activity on individual parcels intended to reflect changes not covered by the above definitions. This generally involves a relatively small number of value changes limited to properties with physical changes, revaluation of sub-division (and combination) of land, and name and address changes due to transfers. Grand list maintenance does not constitute a revaluation activity subject to 32 V.S.A. § 5406(c) certification.

## NOVEMBER 2024 REAPPRAISAL UPDATE

In September 2023, site visits started for town residential properties and are still ongoing. There will be two more batches of letters mailed to town residential property owners before the first batch of letters to city residents will be mailed, which is slated for January 2025.

The letters offer property owners the option to simply set up an appointment for both the interior and exterior site visit, prior to the field appraisers beginning their neighborhood visits. If no appointment is set, the field appraisers will be in those neighborhoods each day. The field appraiser will proceed to knock on doors to gather information from the property owner and ask to conduct an interior inspection, which on average takes 10-15 minutes. If the owner is not present, they will conduct an exterior inspection. This entails collecting data such as measurements, roofing material, siding, and overall condition of the exterior of the home. Additionally, they will note any measurements and condition of outbuildings. The exterior visit also includes pictures of the front, sides, and rear of the home and pictures of the outbuildings. They will not access any gated areas. After the exterior inspection, if the property owner is not present, a green door placard is left with information about the site visit and contact information to set up an interior inspection.

Again, we want to express our appreciation to all the property owners for their cooperation during this process.

It is anticipated, in January 2025 letters will be sent to all town and city commercial, commercial apartments, and industrial property owners requesting income and expense data (all information supplied is confidential and protected from public disclosure ([32 VSA § 4009](#))). Weighing financial as well as physical attributes for these properties is crucial in the valuing process.

Site visits are expected to continue into April 2025. As we proceed, we will provide more in-depth information such as:

- How property owners will receive their preliminary assessments
- How to view the data about their property
- How to schedule informal meetings to discuss the data & assessment
- When and where the informal meetings will be held
- Ways to view the changes for all properties in the municipality
- The formal appeal process (after the informal meeting)

If you have any questions, please contact the Assessing Department at (802) 878-1345, email [assessor@essex.org](mailto:assessor@essex.org) or stop by our office at 81 Main Street, M-F from 8:00am-4:30pm.



# 2025 REAPPRAISAL TIMELINE

Site visits continue

Grand List of final  
values is filed;  
grievance and  
Board of Abatement  
hearings take place

Jan - April

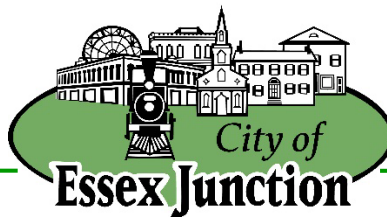
May - June

Late June

August

Assessor begins  
notifying property  
owners of preliminary  
values and informal  
meetings will begin

Tax bills with new  
values are issued



## MEMORANDUM

**To:** City Council  
**From:** Regina Mahony, City Manager  
**CC:** Rick Jones, Public Works Superintendent  
**Meeting Date:** November 13, 2024  
**Subject:** Lead Service Line Inventory Update & Follow-up Letters

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**Issue:** The required Lead Service Line Inventory has been completed. Because the initial service line inventory submitted to the state included at least one galvanized requiring replacement, or unknown material service line; we must deliver notifications to water users served by these types of service lines no later than November 15, 2024.

### Discussion:

Under the Lead and Copper Rule Revisions (LCRR) issued by the U.S. Environmental Protection Agency in 2021, every public community water system in the country was required to complete a service line inventory. The lead service line inventory has been completed and a draft of the inventory has been submitted to the state for review.

The findings include:

Galvanized Requiring Replacement\*: 42 properties

Unknown on the Public Side\*\*: 43 properties

Unknown on the Public Side and Private Side\*\*\*: 308 properties

*\*A Galvanized Requiring Replacement (GRR) service line is a section of service line that is made of galvanized steel and is currently downstream, previously downstream, or was possibly downstream of a lead service line. Because of minimal historical records showing previous service lines, clear documentation that a lead pipe was never connected to this galvanized line, doesn't exist.*

*\*\*The water system side (aka public side) is the section of the service line from the distribution main to the curb stop and the customer side (aka private side) is the section of service line from the curb stop to the foundation of your building.*

These new federal drinking water regulations require utilities to notify all customers whose service lines include a segment of unknown pipe materials, and Galvanized Requiring Replacement. These notification letters must be sent by November 15, 2024. Attached are the two template letters that will be sent to the applicable properties.

### Next Steps Regarding the Inventory:

- As of now, the inventory has been submitted to the State for review. Once MSK makes any associated revisions based on that review and sends it back to the State, they will send an approval email, and the inventory will be finalized. The approved inventory needs to be publicly posted.
- The inventory is considered a "living" document and can be updated at any time, when new information is received. All unknowns have to be identified by the replacement deadline which is in 10 years (at the moment the EPA identifies this date as 12/31/2034). The inventory will have to be updated as lines are identified and/or replaced. The State released an RFP for the next phase of the Lead Service Line Inventory project that includes identifying the unknowns. The States plan for

identification is to conduct sampling.

- Under the current rules, the 10-year timeline of replacement is for GRR's under the control of the water system (we don't have any of these in Essex Junction). On the private side, there is no requirement for the GRRs to be replaced under the current rules. There may be funding for those replacements in the future. The City will relay funding information to customers if and when it becomes available.

**Cost:**

Project work for this inventory continues to be covered under the existing loan.

**Recommendation:**

This is for information only.

**Attachments:**

Template Letters that will be sent out in Essex Junction



BENNINGTON – MONTPELIER – BURLINGTON, VT  
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802.447.1402 | [www.mskeng.com](http://www.mskeng.com)  
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Date: \_\_\_\_\_

Re: Unknown Service Line Pipe Materials at **PROPERTY ADDRESS**

Dear Property Owner or Resident:

Under the Lead and Copper Rule Revisions (LCRR) issued by the U.S. Environmental Protection Agency in 2021, every public community water system in the country was required to complete a service line inventory. The City of Essex Junction service line inventory has been completed, and the draft inventory is at the state for review.

To complete this inventory, the City of Essex Junction contracted with MSK Engineers to review records and observe water lines where they enter the building. Per requirements established by the Vermont Department of Environmental Conservation public drinking water program, each service line is divided into two segments. The water system side is the section of the service line from the distribution main to the curb stop and the customer side is the section of service line from the curb stop to the foundation of your building. Because the system side of a service line is entirely underground, that segment could not be readily observed and was categorized based on available records. The customer side is visible entering the foundation floor/wall and can be categorized via visual inspection.

These new federal drinking water regulations require utilities to notify all customers whose service lines include a segment of unknown pipe materials. The [WATER SYSTEM AND/OR CUSTOMER SIDE SEGMENT(s)] of the service line serving your property has/have been categorized as having unknown pipe materials. There is a chance that this service line segment could contain a lead pipe. However, lead service lines have not been encountered anywhere in the Essex Junction Water System during this project. MSK Engineers has completed over 100 service line inventories throughout Vermont and has not encountered any lead service lines outside of Bennington. Based on the available information we believe it is unlikely that the unknown service line segment contains lead pipe. Regardless, this notification letter includes educational materials about the health effects associated with exposure to lead in drinking water and actions water users can take to reduce their exposure. Please do not hesitate to call Aubrey Ferris or Patrick Smart of MSK Engineers with any questions.

Lead has not been found in Essex Junction's Water System but because your service is unknown, regulatorily there is a possibility that a portion of your service line may contain lead pipe. Per the US EPA, exposure to lead can cause serious health effects in all age groups. Infants and children who drink water containing lead could have decreases in IQ and attention span and increases in learning and behavior problems. Lead exposure among women who are pregnant increases prenatal risks. Lead exposure among women who later become pregnant has similar risks if lead stored in the mother's bones is released during pregnancy. Recent science suggests that adults who drink water containing lead have increased risks of heart disease, high blood pressure, kidney, or nervous system problems. Per the Vermont Department of Health webpage on lead in drinking water, "there is no safe level of lead. Take action to reduce lead levels as low as possible."



Actions you can take to reduce lead concentrations in drinking water include flushing your tap before using water for drinking or cooking; and maintaining a water filter certified to remove lead from drinking water. To flush the tap, open the faucet until the water turns ice cold. This cold water is “fresh” water from the main that has not stagnated in interior plumbing. If you use a water filter, look for a filter that is certified to NSF Standard 53 to remove lead, like the Brita Longlast or PUR PLUS. Further information on immediate actions you can take to decrease lead concentrations in drinking water can be found at <https://www.healthvermont.gov/drinking-water/lead>. If you have any questions about this letter or would like to learn more about testing your water for lead, please contact us.

Sincerely,



Patrick Smart, P.E., Senior Engineer  
MSK Engineers  
(802) 447-1402 x 127  
[psmart@mskeng.com](mailto:psmart@mskeng.com)



Aubrey Ferris, Staff Engineer  
MSK Engineers  
(802) 445-5085  
[aferris@mskeng.com](mailto:aferris@mskeng.com)



Ricky Jones  
Public Works Superintendent  
802-878-6944 x 1600  
[rick@essexjunction.org](mailto:rick@essexjunction.org)

Date: \_\_\_\_\_

Re: Galvanized Requiring Replacement Service Line Pipe Materials at **PROPERTY ADDRESS**

Dear Property Owner or Resident:

Under the Lead and Copper Rule Revisions (LCRR) issued by the U.S. Environmental Protection Agency in 2021, every public community water system in the country was required to complete a service line inventory. The City of Essex Junction service line inventory has been completed, and the draft inventory is at the state for review.

The service line serving your property has been categorized as having a service line with galvanized pipe materials, and there are no available records to clearly document that a lead pipe was never connected to this galvanized piping. Based on the requirements of USEPA's Lead and Copper Rule Revisions and the Vermont Department of Environmental Conservation's public drinking water program, your service line has been categorized as 'galvanized requiring replacement' (GRR) in the service line inventory prepared The City of Essex Junction water system. A GRR service line is a section of service line that is made of galvanized steel and is currently downstream, previously downstream, or was possibly downstream of a lead service line. Because of minimal historical records showing previous service lines, clear documentation that a lead pipe was never connected to this galvanized line, doesn't exist. However, lead service lines have not been encountered anywhere in the Essex Junction Water System during this project. MSK Engineers has completed over 100 service line inventories throughout Vermont and has not encountered any lead service lines outside of Bennington. Based on the available information we believe it is unlikely that the unknown service line segment contains lead pipe. Regardless, this notification letter includes educational materials about the health effects associated with exposure to lead in drinking water and actions water users can take to reduce their exposure. The Lead and Copper Rule Improvements (LCRI) require water systems to replace GRR lines under their control within 10 years. GRR service line segments in Essex Junction are under the control, ownership, and responsibility of the customer. Your service line is included in the water systems lead service line replacement plan, which is available for review upon request. Please do not hesitate to call Aubrey Ferris or Patrick Smart of MSK Engineers with any questions

GRR service lines may be a potential source of lead in drinking water. Per the US EPA, exposure to lead can cause serious health effects in all age groups. Infants and children who drink water containing lead could have decreases in IQ and attention span and increases in learning and behavior problems. Lead exposure among women who are pregnant increases prenatal risks. Lead exposure among women who later become pregnant has similar risks if lead stored in the mother's bones is released during pregnancy. Recent science suggests that adults who drink water containing lead have increased risks of heart disease, high blood pressure, kidney, or nervous system problems. Per the Vermont Department of Health webpage on lead in drinking water, "there is no safe level of lead. Take action to reduce lead levels as low as possible."

Actions you can take to reduce lead concentrations in drinking water include flushing your tap before using water for drinking or cooking; and maintaining a water filter certified to remove lead from drinking water. To flush the tap, open the faucet until the water turns ice cold. This cold water is "fresh" water



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from the main that has not stagnated in interior plumbing. If you use a water filter, look for a filter that is certified to NSF Standard 53 to remove lead, like the Brita Longlast or PUR PLUS. Further information on immediate actions you can take to decrease lead concentrations in drinking water can be found at <https://www.healthvermont.gov/drinking-water/lead>.

Sincerely,

Patrick Smart, P.E., Senior Engineer  
MSK Engineers  
Superintendent  
(802) 447-1402 x 127  
[psmart@mskeng.com](mailto:psmart@mskeng.com)

Aubrey Ferris, Staff Engineer  
MSK Engineers

(802) 445-5085  
[aferris@mskeng.com](mailto:aferris@mskeng.com)

Ricky Jones  
Public Works

802-878-6944 x 1600  
[rick@essexjunction.org](mailto:rick@essexjunction.org)



**CITY OF ESSEX JUNCTION  
BIKE WALK ADVISORY COMMITTEE  
MEETING MINUTES  
DRAFT**

Online &  
6 Lincoln St. (Kolvoord Room)  
Essex Junction, VT 05452  
**Tuesday, October 22<sup>th</sup>  
2024, 7:00 PM**

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

[www.essexjunction.org](http://www.essexjunction.org)

Phone: 802-878-6944, ext. 1625

**1. CALL TO ORDER: [7:00 PM]**

- The meeting was called to order by John O'Brien.
- Present committee members: David Achee, Lauren Philbrook, Eric Bowker, John O'Brien, Philip Bieber, Russ Miller-Johnson, including attendees both in person and online via Zoom.
- Others present: Bruce Foley, Michael Giguere (staff representative)

**2. DETERMINE WHO WILL TAKE MINUTES**

- David Achee was designated to take minutes for the meeting.

**3. AGENDA ADDITIONS/CHANGES**

- No changes to the official agenda were requested by any members.

**4. MINUTES FOR APPROVAL – September 24, 2024**

- The committee unanimously approved the minutes from the September 24, 2024, meeting. Philip Bieber motioned for approval, and Lauren Philbrook seconded the motion.

**5. PUBLIC TO BE HEARD**

- There were no items from the public to be heard.

**6. BUSINESS ITEMS**

**a. RRFB Location Consideration**

- The committee discussed the potential locations for new RRFB installations, with a focus on improving safety at key intersections.
- The intersection at Main Street and Athens Drive was identified as a priority for pedestrian safety improvements. After discussing the traffic and pedestrian patterns in that area, Philip Bieber motioned for approval, Lauren Philbrook seconded the motion, and the committee voted unanimously to install a new RRFB at Athens Drive.

**b. Bike Parking Survey Data**

- The results of the bike parking survey were presented, showing locations of existing bike parking and places where residents would like to see bike racks in the future. A few areas were identified as lacking sufficient bike racks by residents, such as Park & Park Terrace, Brownell Block/Amtrak Station, and Essex Junction Shopping Center. Staff will continue to analyze the data while waiting for additional results and report back with more detailed findings at the next meeting.

**7. MEMBERS UPDATES**

**a. Bike Friendly Community Designation**

Eric Bowker provided an update on the process for reapplying for the Bike Friendly Community designation. The League of American Cyclists has provided login access for the application system. The committee will either need to change or resubmit the previous application to maintain the designation.

- Bruce asked about the value of maintaining the Bike Friendly Community designation, prompting a brief discussion among the committee.
- The group decided to review the application at the next meeting to determine the best course of action for reapplying.

**a. Traffic Cameras**

Russ Miller-Johnson shared that he is researching the installation of traffic cameras, specifically mentioning their use in

monitoring automobile speed.

## **8. STAFF UPDATES**

### **a. CCRPC Bike/Ped Data Updates:**

Michael Giguere shared that the Chittenden County Regional Planning Commission (CCRPC) requested updates for pedestrian infrastructure for the city. New additions such as the Crescent Connector and removal of existing bike lanes were shared, but it was asked that commission members look for any discrepancies on regional bike maps that may need to be corrected.

### **b. Bike Locker Updates:**

It was reported that the installation of bike lockers at key transit points had been delayed slightly due to delays with the city finance department setting up accounts to receive deposits for the lockers. Pricing has also been updated to encourage use of the lockers.

### **c. Connect the Junction Recap:**

Michael Giguere provided a detailed recap of the “Connect the Junction” event. The event highlighted several bike-friendly routes and promoted the city’s initiative to encourage sustainable transportation methods. Feedback from participants was overwhelmingly positive.

The following items were added to the staff updates ad hoc by the committee:

- **Lincoln Terrace and School Street Traffic Calming**

- The committee received an update on the traffic calming project planned for the intersection of Lincoln Terrace and School Street.
- Approval has been granted by city staff to move forward with a project aimed at addressing pedestrian safety concerns at this intersection, especially for school children. One of the key issues identified is that the stop bar is painted directly over the crosswalk, violating traffic engineering standards.
- Additional concerns were raised about the visibility of pedestrians due to trees obstructing the view for drivers coming from School Street. The property owner has already agreed to remove these trees, improving sight lines at the corner.
- The project will use temporary materials, such as flexi posts and white traffic paint, to reduce the turn radius from 20 feet to 15 feet, forcing vehicles to make wider, slower turns and providing a safer crossing environment for pedestrians. These temporary materials will be removed during the winter.
- The city engineer has suggested that the committee also consider turning Lincoln Terrace into a one-way street in the future as part of a more comprehensive approach to traffic calming in the area.

- **UVM Civil Engineering Capstone Project**

- The committee was informed about a new collaboration with civil engineering students in the Spring 2025 semester. Professor Lens, who leads a civil engineering capstone course, will have students work on a redesign project for Park Street.
- In the past, students have worked on projects like the North and Grove intersection redesign. While initial proposals were turned down by city staff, the students will now focus on addressing the lack of bike lanes on Park Street.
- The project will explore redesigning the streetscape, including the often-unused parallel parking, and improving pedestrian crossings. The goal is to create a consistent north-to-south biking corridor, connecting the Williston multi-use path to the Crescent Connector.
- The students will attend a few committee meetings in the spring and work closely with the city engineer to ensure the feasibility of their design. The committee’s hope is to have actionable plans and potentially have

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some implementation (such as paint markings) by summer 2025.

- The importance of this project aligns with other initiatives like Connect the Junction to create major corridors for pedestrians and cyclists. The committee emphasized the need for crosswalks near transit stops, especially considering the possibility of changes to bus service in the area.

**9. READING FILE**

**10. ADJOURN**

- Lauren Philbrook motioned for adjournment, and Eric Bowker seconded the motion. The meeting adjourned at 8:03PM.

## POLICE COMMUNITY ADVISORY BOARD

October 15, 2024

### POLICE COMMUNITY ADVISORY BOARD REGULAR MEETING MINUTES OF MEETING - DRAFT October 15, 2024

**POLICE COMMUNITY ADVISORY BOARD:** Gwendolyn Evans, Dan Maguire, Vince Cuciti and Jody Kamon (Advisor).

Absent: Christina Hagestad

**STAFF:** Michele Hodgson, Administrative Assistant, Essex Police Department, Alyssa Marsh, Community Liaison, Essex Police Department

**ADMINISTRATION:** Ron Hoague (EPD Chief)

**OTHERS PRESENT:** None

#### 1. CALL TO ORDER

*Vice-Chair Gwendolyn Evans called the meeting to order at 6:00pm.*

#### 2. AGENDA ADDITIONS/CHANGES

*No additions or changes.*

#### 3. AGENDA APPROVAL

*Agenda was approved.*

#### 4. PUBLIC TO BE HEARD

*There were no comments from the public.*

#### 5. CONSENT ITEMS

*a. The Board approved the Minutes for the September meeting.*

#### 6. BUSINESS ITEMS

*a. The Chief welcomed the new EPD Community Liaison hire Alyssa Marsh. Ms. Marsh was present and engaged briefly with the board. Ms. Marsh will start her employ at the end of October. The Chief also noted that EPD hired a new patrol officer. The Chief is hopeful at least two more vacant patrol positions will be filled pending Police Academy graduation early next year.*

*The Chief reported back to the board relative to an incident reported by advisor Jody Kamon at the last meeting. He advised that without further information he found no internal references indicating such an incident occurred. Jody indicated she might be able to secure more specific identifying information to assist the Chief.*

*b. Explore Essex/Community Engagement. The Open House held at EPD last month was not well attended. EPD looks forward to the Pumpkinpalooza where they will have a booth to engage the public. The Chief encouraged board members to attend and visit the EPD booth October 26<sup>th</sup> 4pm-8pm.*

*c. The board learned that Chair Christina Hagestad met with the City Council October 9<sup>th</sup> where she discussed the exigency of filling the two City vacancies on the board. The Town presently has a full complement of members (3). Also, Christina will meet with the Essex Reporter for an interview about PCAB.*

*d. Chair Christina Hagestad will address the Essex Town Selectboard on November 4<sup>th</sup>.*

*e. Public Safety Survey Task List. The board thanked Vince Cuciti for his submission regarding Survey Tips and Organization. The board liked the structure and requested each member submit at least 5 potential survey questions. The submissions will be made to Vince at least one week in advance of the next meeting. Jody led a discussion of strategies designed to broaden accessibility, especially to marginalized groups. The goal for distribution of the survey was set for early 2025. Vince was hopeful students at EHS might be able to assist.*

## **7. ADJOURN**

*A motion to adjourn was made by Gwendolyn. The motion was seconded and approved by the Board. The meeting adjourned at 6:41pm.*

Respectfully submitted,

Dan Maguire  
CAB Secretary