



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

Online & 145 Maple St.  
Essex Junction, VT 05452  
**Wednesday, March 12, 2025**  
**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. **BUSINESS ITEMS**
  - a. FY24 Audit Presentation, Bill Keyser [10 minutes]
  - b. Discussion and Consideration of the Brownell Trustees and City Council Memorandum of Understanding [10 Minutes]
  - c. Discussion and Consideration of a 3 MW Solar Array at Global Foundries on Essex Lot C [10 Minutes]
  - d. Discussion and Consideration of Ordinance 21 to Establish a Stormwater Utility and Warn a Public Hearing [20 Minutes]
  - e. Discussion and Consideration of the General Rules and Personnel Regulation Amendments [15 Minutes]
  - f. Discussion and Consideration of Renewal of the City Manager Contract [5 Minutes]
  - g. \*Discussion and Consideration of an Executive Session to Discuss Attorney Client Communication and Possible Litigation
6. **CONSENT ITEMS**
  - a. Approve Meeting Minutes: 02/26/25
  - b. Approve Joint Planning Commission and City Council Meeting Minutes 02/06/25
  - c. Approve Application for PACIF Grant for the Water Resource Recovery Department
  - d. Approve Application for Land and Water Conservation Fund Grant for Cascade Park
  - e. Re-Adopt the 2019 Town Road and Bridge Standards
7. **COUNCIL MEMBER COMMENTS & CITY MANAGER REPORT**
8. **READING FILE**
  - a. Check Warrant #24070 03/07/25
  - b. February Financial Reports
  - c. FY26 Annual Financial Plan (TA-60) for the State of VT
  - d. Regional Boards and Committees Minutes Memo
  - e. Police MOU with Williston for Continued Dispatch Services
  - f. Police Community Advisory Board Minutes 02/18/25
  - g. Development Review Board Minutes 02/20/25

9. **EXECUTIVE SESSION**

- a. \*An Executive Session may be needed to discuss Attorney Client Communication and Possible Litigation

10. **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 Council Rules for Public Participation**  
**City of Essex Junction**

Vermont's Open Meeting Law protects the public's right to attend and participate in meetings of local public bodies, but the purpose and function of these meetings is for the public body to do the work of the public; they are not meetings of the public (i.e., public forums). Consequently, these rules are necessary to manage the public's participation to ensure an environment in which the public feels safe to express their views on matters considered by the public body while minimizing disruptions so that the public body can get its work done. The full City Council Rules of Procedures for Meetings can be found here: [www.essexjunction.org/codes/policies](http://www.essexjunction.org/codes/policies).

1. Please raise your hand to speak, whether in person or attending virtually.
2. You may only speak after you have been recognized by the president.
3. Before speaking, please state your name and address for the record.
4. All remarks must be addressed to the president.
5. Comments must be germane to the agenda item being addressed.
6. Comments under "Public to be Heard" must pertain to the business of the public body.
7. Repetitive and irrelevant comments are not allowed.
8. Please wait your turn; do not interrupt others.
9. Each person will be limited to two minutes of comment. This time may be extended only by permission of the president. The balance of time not used by each person will expire and cannot be reserved or yielded to another.
10. Each person may only speak once on the same agenda item, time permitting, with the consent of the president.
11. Those yet to be heard will be given priority over those who have already spoken.
12. You do not have the right to vote on agenda items.
13. Please obey orders and rulings of the president.
14. Keep your cool. Disruptive people will be asked to leave and removed if necessary.
15. Listen well, pay attention, and participate.

City of Essex Junction, Vermont  
BASIC FINANCIAL STATEMENTS  
June 30, 2024

City of Essex Junction, Vermont  
TABLE OF CONTENTS  
June 30, 2024

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	
MANAGEMENT'S DISCUSSION AND ANALYSIS	
BASIC FINANCIAL STATEMENTS:	
Government-Wide Financial Statements:	
Statement of Net Position	1
Statement of Activities	2
Fund Financial Statements:	
Balance Sheet – Governmental Funds	3
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	5
Statement of Net Position – Proprietary Funds	7
Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds	8
Statement of Cash Flows – Proprietary Funds	9
Notes to the Financial Statements	10
REQUIRED SUPPLEMENTARY INFORMATION	
Budgetary Comparison Schedule – General Fund	41
Schedule of Proportionate Share of Net Pension Liability	42
Schedule of Contributions	43

City of Essex Junction, Vermont  
TABLE OF CONTENTS  
June 30, 2024

	<u>Page</u>
OTHER SUPPLEMENTARY INFORMATION	
Combining Balance Sheet – Non-Major Governmental Funds	44
Combining Statement of Revenues, Expenditures and Changes in Fund Balance – Non-Major Governmental Funds	45
Statement of Revenue and Expenses Budget (Non-GAAP Budgetary Basis) and Actual – Water Fund	46
Statement of Revenue and Expenses Budget (Non-GAAP Budgetary Basis) and Actual – Sanitation Fund	48
Statement of Revenue and Expenses Budget (Non-GAAP Budgetary Basis) and Actual – Wastewater Fund	50
Statement of Revenue and Expenses Budget (Non-GAAP Budgetary Basis) and Actual – Essex Junction Recreation and Parks	52
	<u>Report</u>
SINGLE AUDIT ACT- REPORTS AND SCHEDULES	
Schedule of Expenditures of Federal Awards	1
Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	2
Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control Over Compliance Required By Uniform Guidance	3
Schedule of Findings and Questioned Costs	4



**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License #167

## INDEPENDENT AUDITOR'S REPORT

To the City Council  
City of Essex Junction, Vermont  
Essex Junction, Vermont

### **Opinions**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Essex Junction, Vermont as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City of Essex Junction, Vermont's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Essex Junction, Vermont, as of June 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Essex Junction, Vermont and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Essex Junction, Vermont's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Essex Junction, Vermont's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Essex Junction, Vermont's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

## **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, the schedule of proportionate share of the net pension liability and the schedule of contributions be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Essex Junction, Vermont's basic financial statements. The combining and individual nonmajor fund financial statements, budgetary comparison schedules of the enterprise funds and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### **Other Information**

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated January 20, 2025, on our consideration of City of Essex Junction, Vermont's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Essex Junction, Vermont's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Essex Junction, Vermont's internal control over financial reporting and compliance.

A handwritten signature in black ink, appearing to read "Kaitell Brunner" followed by a stylized flourish or second name.

St. Albans, Vermont  
January 20, 2025

**City of Essex Junction, Vermont**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**June 30, 2024**

Management of the City of Essex Junction (the "City") herein sets forth an overview and analysis of its financial operations for the fiscal year ended June 30, 2024.

## **FINANCIAL HIGHLIGHTS**

- Assets exceeded liabilities and deferred inflows of resources on June 30, 2024, by \$53,604,505 (*net position*). Of this amount, \$14,911,265 (*unrestricted net position*) may be used by the various funds of the City to meet the City's ongoing obligations. The balance of net position is made up of \$38,672,907 invested in capital assets net of related debt and \$20,333 restricted for specific purposes.
- The City's total net position increased by \$9,739,764. Of this amount, net position attributable to governmental activities increased by \$8,594,329. Net position attributable to business-type activities increased by \$1,145,435.
- Fund balances of total governmental funds increased by \$4,928,485 in FY24. The General Fund had \$865,112 of unassigned fund balance at June 30, 2024, which is equal to 7.18% of the approved FY25 General Fund Budget.

## **OVERVIEW OF THE FINANCIAL STATEMENTS**

The annual financial report consists of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of the City of Essex Junction's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City of Essex Junction's assets and liabilities with the difference between the two reported as net position.

The *statement of activities* presents information showing how the City's net position changed during the past fiscal year. The *statement of activities* is on the full accrual basis (i.e. all changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows) whereas the *statement of revenues, expenditures and changes in fund balances of governmental funds* is on the modified accrual basis (i.e. revenue is recognized when it becomes measurable and available as net current position and expenditures are recognized when the related liability is incurred). Thus, in the *statement of activities* revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements combine information from governmental funds (which are supported primarily by tax dollars) with information from enterprise funds which are supported by user fees and charges (*business-type activities*). The governmental activities of the City of Essex Junction include general government, public works, community development, public safety, and culture and recreation. The business-type activities of the City include water operations, wastewater treatment, and sanitation lines maintenance. The government-wide financial statements can be found on pages 1 & 2 of the Financial Statements.

**Fund financial statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City has three types of funds: governmental funds, proprietary funds, and fiduciary funds. The proprietary funds of the City are all Enterprise Funds. Fund financial statements can be found on pages 3 through 9 of the Financial Statements.

**City of Essex Junction, Vermont**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**June 30, 2024**

**Notes to the financial statements.** The notes provide additional information that is necessary for an understanding of the information in the government-wide and fund financial statements. The Notes to the Financial Statements follow the basic financial statements in this report.

**Other Information.** In addition to the basic financial statements and accompanying notes, this report also presents certain *supplementary information*. This supplementary information includes combining statements for various funds and budgetary comparison statements for funds other than the City's general fund. The supplementary information can be found immediately following the notes to the financial statements.

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

	Governmental Activities		Business-type Activities		Total Government	
	2024	2023	2024	2023	2024	2023
Assets:						
Cash	\$ 13,616,845	\$ 11,424,961	\$ 1,086,234	\$ 3,070,000	\$ 14,703,079	\$ 14,494,961
Other Assets	3,025,126	3,116,643	8,886,565	7,313,685	11,911,691	10,430,328
Capital Assets	32,658,821	28,242,952	20,075,371	18,604,679	52,734,192	46,847,632
Total Assets	<u>49,300,792</u>	<u>42,784,556</u>	<u>30,048,170</u>	<u>28,988,364</u>	<u>79,348,962</u>	<u>71,772,921</u>
Deferred Outflows of Resources	<u>1,042,148</u>	<u>500,818</u>	<u>716,781</u>	<u>344,135</u>	<u>1,758,929</u>	<u>844,953</u>
Liabilities:						
Other Liabilities	8,192,521	10,450,558	2,673,621	2,084,604	10,866,142	12,535,162
Noncurrent Liabilities	3,022,345	2,301,071	13,614,899	13,916,899	16,637,244	16,217,970
Total Liabilities	<u>11,214,866</u>	<u>12,751,629</u>	<u>16,288,520</u>	<u>16,001,503</u>	<u>27,503,386</u>	<u>28,753,132</u>
Net Position:						
Net Investment in Capital Assets	31,172,335	26,621,166	7,500,572	7,502,253	38,672,907	34,123,419
Restricted	20,333	22,142	-	-	20,333	22,142
Unrestricted	7,935,406	3,890,437	6,975,859	5,828,743	14,911,265	9,719,180
Total Net Position	<u>\$ 39,128,074</u>	<u>\$ 30,533,745</u>	<u>\$14,476,431</u>	<u>\$ 13,330,996</u>	<u>\$ 53,604,505</u>	<u>\$ 43,864,741</u>

As stated in the chart titled Summary Statement of Net Position, assets exceeded liabilities by \$53,604,505 at the end of fiscal year 2024. Assets at the end of fiscal year 2023 exceeded liabilities by \$43,864,741.

The largest portion of the City's net position is in its net investment in capital assets (72.14%). These assets are used to provide services to its citizens (e.g. land, buildings, equipment, and infrastructure). Therefore, these assets are not available for future spending.

An amount of \$20,333 of the City's net position is subject to restrictions on how it may be used. These funds are restricted for Veterans Memorial Park and for the Senior Center. Unrestricted net assets of \$7,935,406 may be used to meet the government's ongoing obligations to citizens and creditors. Some of the amounts included in unrestricted net position are committed by the City or assigned by the City Council for particular purposes (e.g. capital projects).

**City of Essex Junction, Vermont**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**June 30, 2024**

	Governmental Activities		Business-type Activities		Total Government	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program Revenues:						
Charges for Services	\$ 763,927	\$ 513,263	\$12,394,429	\$ 10,641,975	\$ 13,158,356	\$ 11,155,238
Operating Grants & Revenues	2,817,375	2,003,736	442,856	251,460	3,260,231	2,255,196
Capital Grants & Revenues	4,257,814	4,101,627	728,696	585,899	4,986,510	4,687,526
General Revenues:						
Property Taxes	10,705,904	4,004,312	-	-	10,705,904	4,004,312
Local Option Tax	960,597	655,824	-	-	960,597	655,824
Unrestricted investment earnings	203,997	66,841	163,275	70,634	367,272	137,475
Loss on disposal of equipment	(6,419)	(5,300)	-	(5,200)	(6,419)	(10,500)
Other	112,195	37,145	-	-	112,195	37,145
Total Revenues	<u>\$ 19,815,390</u>	<u>\$ 11,377,448</u>	<u>\$13,729,256</u>	<u>\$ 11,544,768</u>	<u>\$33,544,646</u>	<u>\$ 22,922,216</u>
Expenses:						
General Government	3,036,877	1,448,143	-	-	3,036,877	1,448,143
Public Safety	3,506,863	495,940	-	-	3,506,863	495,940
Highways and Streets	2,202,676	2,053,025	-	-	2,202,676	2,053,025
Culture and Recreation	2,434,256	2,164,649	-	-	2,434,256	2,164,649
Interest on Long-Term Debt	55,889	59,995	-	-	55,889	59,995
Water	-	-	4,491,617	4,176,004	4,491,617	4,176,004
Sanitation	-	-	801,978	677,934	801,978	677,934
Wastewater	-	-	3,710,124	3,300,728	3,710,124	3,300,728
Recreation	-	-	3,564,602	2,896,655	3,564,602	2,896,655
Total Expenses	11,236,561	6,221,752	12,568,321	11,051,321	23,804,882	17,273,073
Change in Net Position before Transf	<u>8,578,829</u>	<u>5,155,696</u>	<u>1,160,935</u>	<u>493,447</u>	<u>9,739,764</u>	<u>5,649,143</u>
Transfers	15,500	1,500	(15,500)	(1,500)	-	-
Increase (Decrease) in Net Position	8,594,329	5,157,196	1,145,435	491,947	9,739,764	5,649,143
Beginning Net Position	30,533,745	25,376,549	13,330,996	12,839,049	43,864,741	38,215,598
Ending Net Position	<u>\$ 39,128,074</u>	<u>\$ 30,533,745</u>	<u>\$14,476,431</u>	<u>\$ 13,330,996</u>	<u>\$ 53,604,505</u>	<u>\$ 43,864,741</u>

**Governmental activities.** Governmental activities increased the City's net position by \$8,594,329 in FY24. The City increased its investment in capital assets by \$4,551,169 and unrestricted net position increased by \$4,044,969. Restricted net position decreased by \$1,809.

**Business-type activities.** Business-type activities increased the City's net position by \$1,145,435.

### Water Fund

The Water Fund had a budgetary net income of \$107,685 in FY24. Disregarding GlobalFoundries pass through revenues and expenses, Water Fund revenues were \$61,356 more than budget and expenses were \$31,989 under budget. The Water Fund continued construction on the Main St water line replacement and began work on the water service line inventory.

**City of Essex Junction, Vermont**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**June 30, 2024**

### **Sanitation Fund**

The Sanitation Fund had a budgetary net income of \$337,188 against a budget of \$207,500 in net income. Sanitation revenues were \$221,822 more than budgeted and expenses were \$92,134 more than budgeted. Hook-on fees were \$101,550 more than budgeted. City customer charges included \$207,500 for the WWTF Refurbishment Bond payment. The Sanitation Fund participates by paying 2/3 of the cost of the Meter Replacement Program as it funds the costs for both the Sanitation Fund (underground piping) and the Wastewater Treatment Fund (wastewater treatment). In FY24 meter replacement costs totaled \$38,100, the gas detection system at the high school pump station was replaced, and a pump at the Maple Street pump station was replaced.

### **Wastewater Treatment Fund**

The Wastewater Treatment Fund had budgetary net income of \$241,998 in FY24. Revenues were over budget by \$278,127 while expenses were over budget by \$36,129. At year-end 2014, a reconciliation was done of revenues versus expenses, and it was found that each of the Tri-Town communities was responsible for a portion of the surplus. Each community in the Tri-town was designated a portion of the surplus to be a buffer against future losses. These funds have been set aside for each community. This reconciliation has continued annually, and the amounts designated to each community as of June 30, 2024 include Essex Junction \$139,823; Town of Essex \$151,387; and Town of Williston \$436,567. Each community determines how much it wants to leave in this rate stabilization fund. Work was completed in FY24 on digester maintenance, and work began on a 10-year engineer evaluation of the facility. Work continued on the PePhloe and energy conservation projects.

### **Recreation Programs Fund**

On July 1, 2017 the Essex Junction Recreation and Parks (EJRP) became a department of the City. EJRP had previously been a department of the school district. EJRP operates the Recreation Programs enterprise fund. The Recreation Programs Fund ended the year with a net position of \$1,005,781. As an enterprise fund it is expected that program revenues generated will cover the costs of programming. Program revenues came in over budget by \$217,249. Program expenses were over budget by \$348,440. Youth programs, after school and day camps all exceeded budgeted revenue. There were significant increases in personnel related costs, supplies, repairs/maintenance, and professional services.

## **FINANCIAL ANALYSIS OF MAJOR GOVERNMENTAL FUNDS**

### **The General Fund**

The General Fund is the chief operating fund of the City. The General Fund had a net increase in fund balance of \$3,543,550 for the year ended June 30, 2024. The fund balance of the General Fund increased from \$1,471,610 at the end of FY23, to \$5,015,160 at the end of FY24. Of the \$5,015,160 fund balance, \$136,402 is nonspendable (inventories and prepaid expenses), \$2,955,465 is assigned (see Note 12 for additional detail), \$1,058,181 is committed (Local Option Taxes for capital projects), and \$865,112 is unassigned. The unassigned fund balance is equal to 7.21% of the FY25 Budget. To comply with the Governmental Accounting Standards Board Statement 54, the City has adopted a fund balance policy. Basically, this fund balance policy states that the fund balances of governmental funds are classified as nonspendable (not in spendable form or legally required to remain intact); restricted (constraints on the use of resources are either externally imposed by creditors, grantors, or donors, or imposed by law through enabling legislation); committed (constraints on the use of resources are imposed by formal action of the voters); assigned (reflecting the City Council intended use of the resources); and unassigned. As of June 30, 2024 the City General Fund has no restricted fund balance. In addition, the City has a policy limiting unassigned fund balance to 15% of the current budget.

**City of Essex Junction, Vermont**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**June 30, 2024**

The City budget for the year ended June 30, 2024 passed on the first vote at Annual Meeting in April of 2023 and there were no amendments made to the budget during the year.

On the revenue side, the City recorded revenues greater than budget by \$137,918. The majority of this overage is a result of Local Option Tax revenue collected that was not budgeted for (\$215,597). The revenue from Local Option Taxes will be used to fund future capital projects.

- General government expenditures were under budget by \$2,920,653. General government departments include Finance, Administration and Buildings. This was a result of the ARPA funds being used to offset expenses thereby creating a budget surplus in FY24 that will be used for the 2 Lincoln Renovations.
- Public Safety expenditures were over budget by \$2,125. This was a result of unanticipated overages in the Police contract with the Town of Essex.
- Public works expenditures were over budget by \$51,826. The primary drivers for this were increased costs related to repairs and maintenance for aging equipment and additional paving (this was offset by LOT revenue transferred into the General Fund).
- Community and economic development expenditures were under budget by \$196,112. This was a result of staff transitions.
- Culture and recreation expenditures were under budget by \$86,239. This was a result in salary/benefit savings as well as repairs/maintenance and cleaning in both recreation and library budgets.

### **Capital Reserve Fund**

The Capital Reserve Fund had a fund balance deficit of \$467,414 as of June 30, 2024 and a fund balance of \$839,491 as of June 30, 2023. The Crescent Connector Project progressed for a cost of \$4,005,057 with federal grant reimbursement in the year of \$4,633,497, the difference is a result of timing between expenditure recognition and when the City receives grant revenues. This project is funded by a grant from the US Department of Transportation through the State of Vermont Agency of Transportation and does not require matching funds. Additional major projects during the year included: Densmore Drive Culvert project was completed.

### **Whitcomb Terrace Loan Fund**

In April of 2004, the City received a grant of up to \$270,000 from the Vermont Agency of Commerce and Community Development. This grant was used in FY05 to construct Whitcomb Terrace, 19 new barrier-free units of affordable housing at 128 West Street in Essex Junction. The grant money was used to provide a deferred loan to Whitcomb Terrace Housing Limited Partnership for the purpose of constructing Whitcomb Terrace. The interest free loan is due to be paid back to the City on December 17, 2034. The City has a note receivable that is not likely to be paid back and so is carrying a \$-0- balance for this note.

### **Rolling Stock Reserve Fund**

The Rolling Stock Reserve Fund had a fund balance of \$948,424 as of June 30, 2024 and \$701,305 as of June 30, 2023. This fund received an appropriation from the general fund of \$269,700 and \$38,142 in other revenues.

**City of Essex Junction, Vermont**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**June 30, 2024**

**EJRP Capital Reserve Fund**

The EJRP Capital Reserve Fund had a fund balance of \$64,581 as of June 30, 2024 and a deficit fund balance of \$88,342 as of June 30, 2023. There are planned annual transfers in the amount of \$55,000 per year through FY25 to reduce the deficit fund balanced as a result of the replacement of the playground equipment in FY21.

**CAPITAL ASSETS AND DEBT ADMINISTRATION**

**Capital Assets**

The City of Essex Junction's investment in capital assets for its governmental and business-type activities as of June 30, 2024 totaled \$52,734,192 (net of accumulated depreciation). This is a net increase of \$5,886,561 from June 30, 2023 when the total was \$46,847,631. These assets include buildings, roads and bridges, land, machinery and equipment, library books, park facilities, vehicles and distribution and collection systems. Asset additions totaled \$8,199,182 and were concentrated in infrastructure and roads/curbs/sidewalks categories. These additions were offset by accumulated depreciation which increased by \$2,312,621, to cause the increase in capital assets net of accumulated depreciation.

The major capital asset transactions during the year for the Governmental Activities were as follows:

- Paving on Cascade Street, Densmore Drive, Poplar Court, and Sugartree Lane areas
- West Street sidewalk repairs
- Public Works pickup truck and trailer replacement
- Library book drop
- Building and equipment upgrades at Maple Street Park
- Hydraulic cutters for the Fire Department

The major capital assets transactions during the year for the enterprise activities were as follows:

- Continued construction on Main St waterline replacement
- Digester maintenance at the wastewater treatment facility
- Began a 10-year engineer evaluation of the wastewater treatment facility
- Collection system capacity study for the sanitation system
- Emergency Lincoln Street sewer repair
- Water meter purchase and installation is ongoing

A table that shows the values of the City's capital assets net of depreciation is shown below. Additional information can be found in Note 7 of this report.

**City of Essex Junction, Vermont**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**June 30, 2024**

	Governmental Activities		Business-type Activities		Total Government	
	2024	2023	2024	2023	2024	2023
Capital Assets:						
Land	\$ 127,876	\$ 127,876	\$ 118,077	\$ 118,077	\$ 245,953	\$ 245,953
Construction in Progress	11,777,291	7,885,735	2,764,610	303,959	14,541,901	8,189,694
Antiques and Works of Art	7,550	7,550	-	-	7,550	7,550
Buildings and Improvements	4,810,060	4,704,912	15,171,806	15,171,806	19,981,866	19,876,718
Machinery, equipment, and vehicles	8,729,007	8,703,668	6,604,979	6,411,376	15,333,986	15,115,044
Library Books	798,804	808,424	-	-	798,804	808,424
Parks	2,094,962	2,078,606	-	-	2,094,962	2,078,606
Roads, Curbs, Sidewalks, and Storm Sewers	19,199,630	17,683,481	164,182	164,182	19,363,812	17,847,663
Water and Sewer infrastructure	-	-	22,442,964	22,442,964	22,442,964	22,442,964
	47,545,180	42,000,252	47,266,618	44,612,364	94,811,798	86,612,616
Less: Accumulated Depreciation	(14,886,359)	(13,757,300)	(27,191,247)	(26,007,685)	(42,077,606)	(39,764,985)
Total Assets, Net	<u>\$ 32,658,821</u>	<u>\$ 28,242,952</u>	<u>\$ 20,075,371</u>	<u>\$ 18,604,679</u>	<u>\$ 52,734,192</u>	<u>\$ 46,847,631</u>

**LONG TERM DEBT**

	June 30, 2023	Additions	Deletions	June 30, 2024
<b>Governmental Activities</b>				
General Obligation Bonds	\$ 1,621,786	\$ -	\$ 135,300	\$ 1,486,486
Notes Payable	-	-	-	-
<b>Business-type Activities</b>				
Water and Sewer Bonds	4,418,214	144,528	187,046	4,375,696
Notes Payable	9,754,212	-	679,821	9,074,391
<b>Total Government</b>	<u>\$ 15,794,212</u>	<u>\$ 144,528</u>	<u>\$ 1,002,167</u>	<u>\$ 14,936,573</u>

On April 8, 2014 the City voters agreed to issue general obligation bonds in an amount not to exceed \$3,300,000. In July 2015 \$3,300,000 was received from the Vermont Municipal Bond Bank for the purpose of performing five infrastructure projects. In FY15 the School St. south Roadway/Water/Sewer line project was completed. In FY16 the Hillcrest Drainage project, the Main St. Drainage, the Maple St. Culvert/Water line were completed, and the Briar Lane Roadway/Sidewalk/Water Line projects were continued. The last project, Briar Lane Roadway/Sidewalk and Water Line was completed in FY17. At June 30, 2024 the outstanding principal on this bond is \$1,815,000; with \$1,486,486 in governmental activities and \$328,514 in business-type activities.

In FY10 the City was awarded a loan of \$566,938 under the American Recovery and Reinvestment Act (ARRA) to fund two projects. The projects funded were for a high efficiency blower for the Wastewater Treatment Facility and a comprehensive rehabilitation of the City's sanitary sewers. Under the ARRA program half of the loan was forgiven in the form of a grant. Interest is 0% but there is a 2% administrative fee. The loan was for 20 years and the principal balance due on June 30, 2024 is \$112,199.

**City of Essex Junction, Vermont**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**June 30, 2024**

In FY11 the City began two long-term projects in the Wastewater Treatment Fund and the Sanitation Fund. In a special meeting on April 12, 2011, the City voters authorized the City to issue bonds for \$15,230,000 for improvements to the Wastewater Treatment Facility and \$1,287,000 for the upgrade of City pump stations. As of June 30, 2016, the High School Pump Station project was complete, and the City had borrowed \$1,212,300 and received a subsidy of \$114,800 from the State Clean Water Revolving Fund in the Sanitation Fund. The principal due on the loan as of June 30, 2024 is \$602,907. As of June 30, 2015 the City had borrowed \$13,525,000 for the Wastewater Treatment Refurbishment Project from the State Clean Water Revolving Fund and received a subsidy of \$600,000 making the amount due \$12,925,000. The first payment on this loan was made in FY17 and the principal due on the loan as of June 30, 2024 is \$8,359,285. A bond payable for the Wastewater Treatment Refurbishment Project for \$1,705,000 was assumed from the Town of Bradford. Principal and interest payments were started in FY12. As of June 30, 2024, the principal outstanding on this bond was \$935,000. The Wastewater Treatment Facility, while owned by the City of Essex Junction, serves three towns, the City of Essex Junction, the Town of Essex and the Town of Williston. The debt payments for the Wastewater Treatment Facility are distributed to the Tri-town members according to capacity owned in the Facility.

On April 12, 2022 the City voters agreed to issue general obligations bonds in an amount not to exceed \$3,070,000. In July 2023 \$3,070,000 was received from the Vermont Bond Bank for the purpose of replacing the waterline on Main Street. Work on this project began in the summer of 2023. At June 30, 2024 the outstanding principal on this bond is \$2,967,654.

In FY24 the City was awarded a loan of \$430,000 for the purpose of performing an inventory of water service lines within the City. At June 30, 2024 the outstanding principal on this loan is \$144,528, with an additional \$285,472 to be drawn from the loan in the future.

## **ECONOMIC FACTORS AND NEXT YEAR'S BUDGET**

### **Consolidation of Service Delivery Systems**

- Starting in FY15, the Town of Essex entered into an agreement with the Village of Essex Junction and the Essex Junction School District to bill and collect their property taxes. This action was an effort to reduce the duplication of services that existed. As part of the agreement the Town assumed the delinquent taxes of the Village and Village School District. The Town of Essex will continue to do the school tax billing for the Essex Westford School District for all residents that reside in the Town of Essex.
- In FY14 the Village and Town entered into an agreement to share the services of the Town Manager as the Municipal Manager for both entities. This arrangement led to the Village sharing the salary costs of the Manager with the Town, thereby reducing the cost to all taxpayers. In FY15 it was determined that this cost-sharing was beneficial, and efforts should continue to find more areas to cooperate in the delivery of services to be more efficient. This arrangement has resulted in substantial savings for both the Village and Town. In FY18 the current Unified Municipal Manager, Pat Scheidel, who has been Town Manager for 27 years, retired. A new Unified Municipal Manager, Evan Teich, began employment on February 26, 2018. The decision to hire Mr. Teich was unanimous by both the Village of Essex Junction Trustees and the Town Selectboard.
- FY16 was the first of a three-year commitment to combine the Street budget with the Town of Essex. The Village Trustees adopted the Village Street budget, and the Town of Essex voters approved the funding for this budget as part of the Town budget. A Committee was formed in the spring of 2017 to evaluate how successful this arrangement has been so far and whether it should be continued. The Public Works Consolidation Committee came to the following conclusions:

**City of Essex Junction, Vermont**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**June 30, 2024**

- Maintain the MOU until June 2018 and do the studies outlined in the report.
  - Extend the MOU from July 1, 2018 until the studies are complete or well underway. The goal is full consolidation eventually.
  - Benchmarks will be established as a result of the studies
  - Cross-train staff in the village and town and identify common best practices
  - Consolidate rolling stock and equipment budgets as well as capital planning.
  - Practice resources management with assets, administration, processes, services.
  - Both the Trustees and the Selectboard approved the report.
- 
- In FY16 the Village and the Town combined accounts payable, accounts receivable, cash receipts and general ledger. Two Village employees were relocated to the Town offices to share this work.
  - In FY17 the Village Clerk/Treasurer became the combined Town and Village Clerk/Treasurer when the Town Clerk/Treasurer position became vacant through retirement.
  - In FY18 a Human Resources Director was hired as the combined Town and Village Human Resource Director.
  - In FY19 the pay rates and practices of both Fire Departments were aligned. A combined Assistant to the Manager position was established which is funded by both entities.
  - In FY20, EJP and the Essex Parks and Recreation Department co-located at 75 Maple Street and began streamlining services at the front desk by co-supervising the Customer Service Specialist, the Program Director – Senior Services, and by contracting for joint Communications Services. The two departments have hosted joint events and have moved to producing one brochure.
  - In FY 20, the Village Trustees and Town Selectboard met jointly and worked to put together a merger plan for the two entities. The Village voted during the November 2020 election on a plan of merger, and it passed 3,453 to 1,205.
  - In FY21, The Village Highway and Streets Rolling Stock capital was added to the Highway operating budget, funding for this budget is part of the Town budget.
  - The Town of Essex (including Village residents) voted via Australian ballot in March 2021 on Article II, a plan of merger for the Town of Essex and Village of Essex Junction. The article did not pass, 3,737 Yes to 3,756 No. A Special Town Meeting was held in April for a vote to reconsider the plan for merger; that vote also did not pass 4,199 Yes to 4,225 No. The Village of Essex Junction also held an advisory vote in April, asking voters if the Village should pursue separation from the Town in the event the merger did not pass.
  - Village voters voted in a special election held November 2, 2021 on whether to adopt a proposed charter for the City of Essex Junction, VT which would effectively separate the Village from the Town of Essex. The vote passed 3,070 to 411.
  - The charter for the City of Essex Junction, VT was approved by the state legislature in May 2022, and became effective July 1, 2022. The City began working towards full separation from the Town throughout FY23, with the exception of police and assessing services which will remain under new agreements defined by the City and Town.

**City of Essex Junction, Vermont**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**June 30, 2024**

- FY24 marked the first full fiscal year for the City of complete separation from the Town. All financial systems and IT infrastructure were fully migrated from the Town ahead of the originally agreed upon dates.

### **FY25 Budgets**

The FY25 General Fund budget increased by \$582,953 or 5% from the FY24 budget, bringing total budgeted General Fund expenditures to \$12,004,124 from \$11,421,171. The increase is largely a result of wage, health insurance, vehicle repair/maintenance, gas/fuel, and IT service increases. The total tax rate increased 5.9% from \$0.9214 to \$0.9761. In addition to the General Fund rate, there is a 1 cent tax for Economic Development that was added in FY17.

The City Water, Wastewater and Sanitation Funds saw a budget increase in total of \$271,032 or 7.97% from an aggregate of \$5,276,966 for the three funds to \$5,547,998. This caused an overall rate increase for FY25 of 3.31% for the average user using 120 gallons per day.

### **REQUESTS FOR INFORMATION**

This financial report is designed to provide a general overview of the City of Essex Junction, Vermont's financial condition. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Finance Director, City of Essex Junction, 2 Lincoln Street, Essex Junction, VT 05452. The report is available online at [www.essexjunction.org](http://www.essexjunction.org).

City of Essex Junction, Vermont  
GOVERNMENT-WIDE FINANCIAL STATEMENTS  
STATEMENT OF NET POSITION  
June 30, 2024

	Governmental Activities	Business-Type Activities	Total
<b>ASSETS</b>			
Cash	\$ 13,616,845	\$ 1,086,234	\$ 14,703,079
Taxes receivable, net of allowance	127,241	-	127,241
Other accounts receivable	2,758,215	2,003,634	4,761,849
Due from other funds	-	6,738,249	6,738,249
Due from Town of Essex	3,268	-	3,268
Inventory	92,744	123,170	215,914
Prepaid expenses	43,658	21,512	65,170
Total Current Assets	<u>16,641,971</u>	<u>9,972,799</u>	<u>26,614,770</u>
Capital assets not being depreciated:			
Land	127,876	118,077	245,953
Construction in progress	11,777,291	2,764,610	14,541,901
Antiques and works of art	7,550	-	7,550
Capital assets, net of accumulated depreciation			
Buildings	2,807,427	7,456,933	10,264,360
Infrastructure	12,671,121	57,566	12,728,687
Machinery, equipment, and vehicles	5,267,556	2,612,360	7,879,916
Water and sewer infrastructure	-	7,065,825	7,065,825
Capital assets, net	<u>32,658,821</u>	<u>20,075,371</u>	<u>52,734,192</u>
Deferred outflows of resources			
Deferred outflows of resources related to the City's participation in VMERS	<u>1,042,148</u>	<u>716,781</u>	<u>1,758,929</u>
Total Assets and Deferred Outflows of Resources	<u>50,342,940</u>	<u>30,764,951</u>	<u>81,107,891</u>
<b>CURRENT LIABILITIES</b>			
Accounts payable	1,163,708	860,685	2,024,393
Due to other funds	6,738,249	-	6,738,249
Accrued payroll and benefits payable	117,213	209,007	326,220
Unearned revenue	12,608	681,516	694,124
Accrued interest	6,781	19,935	26,716
Current portion compensated absences	18,827	21,862	40,689
Current portion notes and bonds payable	<u>135,135</u>	<u>880,616</u>	<u>1,015,751</u>
Total Current Liabilities	<u>8,192,521</u>	<u>2,673,621</u>	<u>10,866,142</u>
<b>NONCURRENT LIABILITIES</b>			
Accrued compensated absences	370,256	144,139	514,395
Net pension liability	1,300,738	901,289	2,202,027
Notes and bonds payable	<u>1,351,351</u>	<u>12,569,471</u>	<u>13,920,822</u>
Total Noncurrent Liabilities	<u>3,022,345</u>	<u>13,614,899</u>	<u>16,637,244</u>
Total Liabilities	<u>11,214,866</u>	<u>16,288,520</u>	<u>27,503,386</u>
<b>NET POSITION</b>			
Net investment in capital assets	31,172,335	7,500,572	38,672,907
Restricted	20,333	-	20,333
Unrestricted - designated	-	6,975,859	6,975,859
Unrestricted	<u>7,935,406</u>	<u>-</u>	<u>7,935,406</u>
Total Net Position	<u>\$ 39,128,074</u>	<u>\$ 14,476,431</u>	<u>\$ 53,604,505</u>

See Accompanying Notes to Basic Financial Statements.

City of Essex Junction, Vermont  
GOVERNMENT-WIDE FINANCIAL STATEMENTS  
STATEMENT OF ACTIVITIES  
June 30, 2024

		Program Revenues			Net (Expense) Revenue and Changes in Net Position		Total
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	
Functions/Programs	Expenses						
<b>Governmental activities</b>							
General government	\$ 3,036,877	\$ 613,147	\$ 2,807,831	\$ 16,236	\$ 400,337	\$ -	\$ 400,337
Public safety	3,506,863	-	-	-	(3,506,863)	-	(3,506,863)
Highways and Streets	2,202,676	3,623	-	4,231,836	2,032,783	-	2,032,783
Culture and Recreation	2,434,256	147,157	9,542	9,742	(2,267,813)	-	(2,267,813)
Interest on long-term debt	55,889	-	-	-	(55,889)	-	(55,889)
Total governmental activities	<u>11,236,561</u>	<u>763,927</u>	<u>2,817,375</u>	<u>4,257,814</u>	<u>(3,397,445)</u>	<u>-</u>	<u>(3,397,445)</u>
<b>Business-type activities:</b>							
Water	4,491,617	4,875,471	-	-	-	383,854	383,854
Sanitation	801,978	1,032,151	-	141,300	-	371,473	371,473
Wastewater	3,710,124	3,129,695	-	587,396	-	6,967	6,967
Recreation	3,564,602	3,357,112	442,856	-	-	235,366	235,366
Total business-type activities	<u>\$ 12,568,321</u>	<u>\$ 12,394,429</u>	<u>\$ 442,856</u>	<u>\$ 728,696</u>	<u>-</u>	<u>997,660</u>	<u>997,660</u>
General Revenues:							
Property taxes, levied for general purposes					10,634,493	-	10,634,493
Penalties and interest on delinquent taxes					71,410	-	71,410
Local option tax revenue					960,597	-	960,597
Unrestricted investment earnings					203,997	163,275	367,272
Transfers					15,500	(15,500)	-
Loss on disposal of equipment					(6,419)	-	(6,419)
Other revenues					112,195	-	112,195
Total general revenues and transfers					<u>11,991,774</u>	<u>147,775</u>	<u>12,139,549</u>
Change in Net Position					8,594,329	1,145,435	9,739,764
Net position, beginning					<u>30,533,745</u>	<u>13,330,996</u>	<u>43,864,741</u>
Net position, ending					<u>\$ 39,128,074</u>	<u>\$ 14,476,431</u>	<u>\$ 53,604,505</u>

See Accompanying Notes to Basic Financial Statements.

City of Essex Junction, Vermont  
FUND FINANCIAL STATEMENTS  
BALANCE SHEET - GOVERNMENTAL FUNDS  
June 30, 2024

	General Fund	Capital Projects Fund	Rolling Stock Reserve Fund	Non-Major Governmental Funds	Total Governmental Funds
<b>ASSETS</b>					
Cash	\$ 13,616,845	\$ -	\$ -	\$ -	\$ 13,616,845
Taxes receivable, net of allowance	151,723	-	-	-	151,723
Other receivables	269,066	2,464,667	-	-	2,733,733
Inventory	92,744	-	-	-	92,744
Due from Town of Essex	3,268	-	-	-	3,268
Due from other funds	-	-	948,424	1,747,575	2,695,999
Prepaid expenses	<u>43,658</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>43,658</u>
Total Assets	<u>\$ 14,177,304</u>	<u>\$ 2,464,667</u>	<u>\$ 948,424</u>	<u>\$ 1,747,575</u>	<u>\$ 19,337,970</u>
<b>LIABILITIES</b>					
Accounts payable	\$ 230,601	\$ 918,440	\$ -	\$ 14,667	\$ 1,163,708
Accrued payroll and benefits	117,213	-	-	-	117,213
Due to other funds	8,682,722	751,526	-	-	9,434,248
Unavailable revenue - property taxes	119,000	-	-	-	119,000
Unavailable revenue - other	<u>12,608</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,608</u>
Total Liabilities	<u>9,162,144</u>	<u>1,669,966</u>	<u>-</u>	<u>14,667</u>	<u>10,846,777</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Unavailable grant revenue	<u>-</u>	<u>1,262,115</u>	<u>-</u>	<u>-</u>	<u>1,262,115</u>
<b>FUND BALANCE</b>					
Nonspendable	136,402	-	-	-	136,402
Restricted	-	-	-	20,333	20,333
Committed	1,058,181	-	948,424	64,581	2,071,186
Assigned	2,955,465	-	-	1,647,994	4,603,459
Unassigned	<u>865,112</u>	<u>(467,414)</u>	<u>-</u>	<u>-</u>	<u>397,698</u>
Total Fund Balances	<u>5,015,160</u>	<u>(467,414)</u>	<u>948,424</u>	<u>1,732,908</u>	<u>7,229,078</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 14,177,304</u>	<u>\$ 2,464,667</u>	<u>\$ 948,424</u>	<u>\$ 1,747,575</u>	<u>\$ 19,337,970</u>

See Accompanying Notes to Basic Financial Statements.

City of Essex Junction, Vermont  
 RECONCILIATION OF THE GOVERNMENTAL FUNDS  
 BALANCE SHEET TO THE STATEMENT OF NET POSITION  
 June 30, 2024

<b>Total fund balances - governmental funds</b>	<b>\$ 7,229,078</b>
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Amounts reported for governmental activities in the statement of net assets are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.	32,658,821
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Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred in the funds

Unavailable grant revenue	1,262,115
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Unavailable property tax revenue	119,000
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Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported as liabilities in the funds:

Accrued compensated absences	(389,083)
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Accrued interest on long-term debt	(6,781)
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Notes payable	(1,486,486)
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Net pension liabilities	(1,300,738)
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Deferred outflows of resources represent the consumption of net position that is applicable to a future reporting period and therefore not reported as assets in the funds.

	<u>1,042,148</u>
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<b>Total net position - governmental activities</b>	<b><u>\$ 39,128,074</u></b>
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See Accompanying Notes to Basic Financial Statements.

City of Essex Junction, Vermont  
FUND FINANCIAL STATEMENTS  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS  
June 30, 2024

	General Fund	Capital Projects Fund	Rolling Stock Reserve Fund	Non-Major Governmental Funds	Total Governmental Funds
<b>REVENUES</b>					
Property tax	\$ 10,356,364	\$ -	\$ -	\$ 113,343	\$ 10,469,707
Local options sales tax	960,597	-	-	-	960,597
Licenses and permits	82,360	-	-	-	82,360
Intergovernmental revenues	88,179	-	-	-	88,179
Charges for services	467,780	-	-	1,414	469,194
Fines and forfeits	7,998	-	-	-	7,998
Interest income	60,493	30,922	37,446	81,908	210,769
Grant income	2,872,519	4,882,369	-	80,853	7,835,741
Donations	8,106	16,236	696	-	25,038
Miscellaneous income	150,049	-	-	100,313	250,362
Total Revenues	<u>15,054,445</u>	<u>4,929,527</u>	<u>38,142</u>	<u>377,831</u>	<u>20,399,945</u>
<b>EXPENDITURES</b>					
Current expenditures:					
General government	2,420,863	-	-	-	2,420,863
Public safety	3,395,182	-	-	-	3,395,182
Public works	1,277,871	-	-	-	1,277,871
Community development	326,701	-	-	9,113	335,814
Culture and recreation	2,098,499	-	-	38,639	2,137,138
Capital Outlay					
General government	-	-	-	174,345	174,345
Public safety	12,000	-	-	-	12,000
Public works	356,555	4,873,793	60,723	-	5,291,071
Culture and recreation	157,955	-	-	77,508	235,463
Debt Service					
Principal	135,300	-	-	-	135,300
Interest expense	56,413	-	-	-	56,413
Total Expenditures	<u>10,237,339</u>	<u>4,873,793</u>	<u>60,723</u>	<u>299,605</u>	<u>15,471,460</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>4,817,106</u>	<u>55,734</u>	<u>(22,581)</u>	<u>78,226</u>	<u>4,928,485</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	155,500	531,585	269,700	703,013	1,659,798
Operating transfers out	(1,429,056)	(215,242)	-	-	(1,644,298)
Total Other Financing Sources (Uses)	<u>(1,273,556)</u>	<u>316,343</u>	<u>269,700</u>	<u>703,013</u>	<u>15,500</u>
Net Change in Fund Balance	3,543,550	372,077	247,119	781,239	4,943,985
Fund Balance - July 1, 2023	<u>1,471,610</u>	<u>(839,491)</u>	<u>701,305</u>	<u>951,669</u>	<u>2,285,093</u>
Fund Balance - June 30, 2024	<u>\$ 5,015,160</u>	<u>\$ (467,414)</u>	<u>\$ 948,424</u>	<u>\$ 1,732,908</u>	<u>\$ 7,229,078</u>

See Accompanying Notes to Basic Financial Statements.

City of Essex Junction, Vermont  
RECONCILIATION OF THE STATEMENT OF REVENUES,  
EXPENDITURES, AND CHANGES IN FUND BALANCES  
OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
June 30, 2024

**Net change in fund balances - governmental funds** **\$ 4,943,985**

Amounts reported for governmental activities in the Statement of  
Activities are different because:

Governmental funds report capital outlays as expenditures. However,  
in the statement of activities, the cost of those assets is allocated  
over their estimated useful lives and reported as depreciation expense.

Depreciation Expense	(1,290,592)
Capital Outlay	5,712,879
Loss on Disposal/Abandonment	(6,419)

Revenues in the statement of activities that do not provide current financial  
resources are not reported as revenues in the funds.

Increase in the unavailable property taxes	72,400
Increase in unavailable grant revenue	(650,533)

Issuance and repayment of long-term debt are revenue and expenditures in  
the governmental funds, but the Issuance and repayment increase and  
decrease long-term liabilities in the statement of net assets.

Repayment of long-term debt	135,300
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Some expenses reported in the statement of activities do not require the use of  
current financial resources and therefore are not reported as expenditures in  
governmental funds.

Pension expense	(254,848)
Accrued interest on long-term debt	524
Accrued compensated absences	<u>(68,367)</u>

**Change in net position of governmental activities** **\$ 8,594,329**

See Accompanying Notes to Basic Financial Statements.

City of Essex Junction, Vermont  
FUND FINANCIAL STATEMENTS  
STATEMENT OF NET POSITION - PROPRIETARY FUNDS  
June 30, 2024

	Water Fund	Sanitation Fund	Wastewater Fund	Rec Programs Fund	Total
<b>ASSETS</b>					
Current Assets:					
Cash	\$ 1,086,234	\$ -	\$ -	\$ -	\$ 1,086,234
Accounts receivable, net of allowance	884,764	306,254	694,280	118,336	2,003,634
Due from other funds	678,600	1,856,602	2,326,883	1,876,164	6,738,249
Inventory	-	-	123,170	-	123,170
Prepaid expenses	371	315	843	19,983	21,512
Total Current Assets	<u>2,649,969</u>	<u>2,163,171</u>	<u>3,145,176</u>	<u>2,014,483</u>	<u>9,972,799</u>
Noncurrent Assets:					
Capital assets not being depreciated:					
Land	-	-	118,077	-	118,077
Construction in progress	2,574,991	-	189,619	-	2,764,610
Capital assets					
Machinery, equipment, and vehicles	660,689	1,097,359	19,746,197	272,541	21,776,786
Water and sewer infrastructure	9,389,641	8,503,169	4,714,335	-	22,607,145
Accumulated depreciation	<u>(7,673,349)</u>	<u>(6,629,781)</u>	<u>(12,734,496)</u>	<u>(153,621)</u>	<u>(27,191,247)</u>
Capital assets, net	<u>4,951,972</u>	<u>2,970,747</u>	<u>12,033,732</u>	<u>118,920</u>	<u>20,075,371</u>
Total Assets	<u>7,601,941</u>	<u>5,133,918</u>	<u>15,178,908</u>	<u>2,133,403</u>	<u>30,048,170</u>
Deferred outflows of resources					
Deferred outflows of resources related to the City's participation in VMERS	<u>64,048</u>	<u>64,121</u>	<u>213,040</u>	<u>375,572</u>	<u>716,781</u>
Total Assets and Deferred Outflows of Resources	<u>7,665,989</u>	<u>5,198,039</u>	<u>15,391,948</u>	<u>2,508,975</u>	<u>30,764,951</u>
<b>LIABILITIES</b>					
Current Liabilities:					
Accounts payable	616,195	18,372	121,057	105,061	860,685
Accrued payroll	3,549	5,303	25,519	174,636	209,007
Accrued interest	17,178	-	2,757	-	19,935
Unearned Revenue	-	-	-	681,516	681,516
Current portion compensated absences	1,513	1,045	15,031	4,273	21,862
Current portion long-term debt	<u>132,198</u>	<u>68,011</u>	<u>680,407</u>	<u>-</u>	<u>880,616</u>
Total Current Liabilities	<u>770,633</u>	<u>92,731</u>	<u>844,771</u>	<u>965,486</u>	<u>2,673,621</u>
Noncurrent Liabilities:					
Accrued compensated absences	34,277	28,275	16,092	65,495	144,139
Net pension liabilities	80,487	80,607	267,982	472,213	901,289
Notes and bonds payable	<u>3,308,500</u>	<u>631,748</u>	<u>8,629,223</u>	<u>-</u>	<u>12,569,471</u>
Total Noncurrent Liabilities	<u>3,423,264</u>	<u>740,630</u>	<u>8,913,297</u>	<u>537,708</u>	<u>13,614,899</u>
Total Liabilities	<u>4,193,897</u>	<u>833,361</u>	<u>9,758,068</u>	<u>1,503,194</u>	<u>16,288,520</u>
<b>NET POSITION</b>					
Net investment in capital assets	2,386,562	2,270,988	2,724,102	118,920	7,500,572
Unrestricted - designated	<u>1,085,530</u>	<u>2,093,690</u>	<u>2,909,778</u>	<u>886,861</u>	<u>6,975,859</u>
Total Net Position	<u>3,472,092</u>	<u>4,364,678</u>	<u>5,633,880</u>	<u>1,005,781</u>	<u>14,476,431</u>
Total Liabilities and Net Position	<u>\$ 7,665,989</u>	<u>\$ 5,198,039</u>	<u>\$ 15,391,948</u>	<u>\$ 2,508,975</u>	<u>\$ 30,764,951</u>

See Accompanying Notes to Basic Financial Statements.

City of Essex Junction, Vermont  
FUND FINANCIAL STATEMENTS  
STATEMENT OF REVENUES, EXPENSES AND  
CHANGES IN NET POSITION - PROPRIETARY FUNDS  
June 30, 2024

	Water Fund	Sanitation Fund	Wastewater Fund	Rec Programs Fund	Total
<b>OPERATING REVENUES</b>					
Charges for services	\$ 4,875,193	\$ 1,031,244	\$ 3,101,184	\$ 3,354,012	\$ 12,361,633
Other income	<u>278</u>	<u>907</u>	<u>28,511</u>	<u>3,100</u>	<u>32,796</u>
Total Operating Revenues	<u>4,875,471</u>	<u>1,032,151</u>	<u>3,129,695</u>	<u>3,357,112</u>	<u>12,394,429</u>
<b>OPERATING EXPENSES</b>					
Operating, maintenance and general and administrative expenses	4,311,133	654,396	2,512,890	3,545,286	11,023,705
Depreciation	<u>50,014</u>	<u>132,364</u>	<u>981,868</u>	<u>19,316</u>	<u>1,183,562</u>
Total Operating Expenses	<u>4,361,147</u>	<u>786,760</u>	<u>3,494,758</u>	<u>3,564,602</u>	<u>12,207,267</u>
Operating Gain (Loss)	<u>514,324</u>	<u>245,391</u>	<u>(365,063)</u>	<u>(207,490)</u>	<u>187,162</u>
<b>NONOPERATING REVENUES (EXPENSES)</b>					
Investment income	3,347	54,433	65,193	40,302	163,275
Interest expense	(130,470)	(15,218)	(215,366)	-	(361,054)
Capital contributions	-	141,300	587,396	-	728,696
Federal grant revenue	-	-	-	113,071	113,071
State and other grant revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>329,785</u>	<u>329,785</u>
Total Nonoperating Revenues (Expenses)	<u>(127,123)</u>	<u>180,515</u>	<u>437,223</u>	<u>483,158</u>	<u>973,773</u>
Net Gain Before Transfers	387,201	425,906	72,160	275,668	1,160,935
Transfers	<u>-</u>	<u>(151,673)</u>	<u>136,173</u>	<u>-</u>	<u>(15,500)</u>
Change in Net Position	387,201	274,233	208,333	275,668	1,145,435
Net Position - July 1, 2023	<u>3,084,891</u>	<u>4,090,445</u>	<u>5,425,547</u>	<u>730,113</u>	<u>13,330,996</u>
Net Position - June 30, 2024	<u>\$ 3,472,092</u>	<u>\$ 4,364,678</u>	<u>\$ 5,633,880</u>	<u>\$ 1,005,781</u>	<u>\$ 14,476,431</u>

See Accompanying Notes to Basic Financial Statements.

City of Essex Junction, Vermont  
FUND FINANCIAL STATEMENTS  
STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS  
June 30, 2024

	Water Fund	Sanitation Fund	Wastewater Fund	Rec Programs Fund	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Receipts from customers	\$ 5,026,190	\$ 972,226	\$ 2,775,774	\$ 3,332,922	\$ 12,107,112
Payments to suppliers	(4,176,141)	(710,719)	(1,865,148)	(1,182,617)	(7,934,625)
Payments for employees and benefits	(246,019)	(208,099)	(693,544)	(2,590,513)	(3,738,175)
Net Cash Provided/(Used) by Operating Activities	604,030	53,408	217,082	(440,208)	434,312
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>					
Purchases of property, plant and equipment	(2,473,540)	(16,150)	(121,614)	(42,950)	(2,654,254)
Capital Contributions	-	141,300	587,396	-	728,696
Interest payments on debt	(130,087)	(15,218)	(215,507)	-	(360,812)
Proceeds from state and federal grants	-	-	-	442,856	442,856
Proceeds from issuance of debt	144,528	-	-	-	144,528
Principal payments on debt	(132,044)	(66,100)	(668,723)	-	(866,867)
Net Cash Provided (Used) by Capital and Related Financing Activities	(2,591,143)	43,832	(418,448)	399,906	(2,565,853)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
Operating transfers in/(out)	-	(151,673)	136,173	-	(15,500)
Interest income	3,347	54,433	65,193	40,302	163,275
Net Cash Provided (Used) by Investing Activities	3,347	(97,240)	201,366	40,302	147,775
Net (Decrease) in Cash	(1,983,766)	-	-	-	(1,983,766)
Cash - July 1, 2023	3,070,000	-	-	-	3,070,000
Cash - June 30, 2024	\$ 1,086,234	\$ -	\$ -	\$ -	\$ 1,086,234
<b>Reconciliation of operating income to net cash provided by operating activities:</b>					
Operating gain (loss)	\$ 514,324	\$ 245,391	\$ (365,063)	\$ (207,490)	\$ 187,162
Adjustments to reconcile operating income to net cash provided (used) by operating activities:					
Depreciation	50,014	132,364	981,868	19,316	1,183,562
Change in net assets and liabilities:					
Receivables, net	150,719	(59,925)	(353,921)	(117,733)	(380,860)
Inventory	-	-	(41,990)	-	(41,990)
Due from Town	-	30,372	-	-	30,372
Due from other funds	(372,379)	(325,374)	(75,239)	(445,257)	(1,218,249)
Prepaid expenses	2,152	2,080	16,290	17,325	37,847
Deferred outflows of resources	(38,499)	(35,448)	(99,722)	(198,977)	(372,646)
Accounts payable	239,842	6,029	11,666	47,421	304,958
Unearned revenue	-	-	-	93,543	93,543
Accrued payroll	(1,696)	(128)	(53)	54,360	52,483
Net pension liability	54,747	51,719	153,817	294,299	554,582
Accrued compensated absences	4,806	6,328	(10,571)	2,985	3,548
Net cash provided (used) by operating activities	\$ 604,030	\$ 53,408	\$ 217,082	\$ (440,208)	\$ 434,312

See Accompanying Notes to Basic Financial Statements.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Essex Junction, Vermont, (herein the "City") operates under a City Council-Manager form of government and provides the following services as authorized by its charter: public safety, library, highways and streets, sanitation, health and social services, culture and recreation, community/economic development, public improvements, planning and zoning, water, sanitation, wastewater treatment and general administrative services.

The accounting policies adopted by the City conform to generally accepted accounting principles (GAAP) as applicable to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing accounting and financial reporting principles. The following is a summary of the more significant accounting policies employed in the preparation of these financial statements.

Financial Reporting Entity

This report includes all of the funds of the City of Essex Junction, Vermont. The reporting entity consists of the primary government; organizations for which the primary government is financially accountable; and other organizations for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. The primary government is financially accountable if it appoints a voting majority of the organization's governing body and it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or burdens on the primary government. The primary government is financially accountable if an organization is fiscally dependent on and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government regardless of whether the organization has a separately elected governing board; a governing board appointed by a higher level of government; or a jointly appointed board. Based on these criteria, there are no other entities that should be combined with the financial statements of the City.

Basis of Presentation

The accounts of the City are organized and operated on the basis of fund accounting. A fund is an independent fiscal and accounting entity with a separate set of self-balancing accounts which comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues, and expenditures or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are spent and the means by which spending activities are controlled.

The basic financial statements of the City include both government-wide statements and fund financial statements. The focus of the government-wide statements is on reporting the operating results and financial position of the City as a whole and presents a longer-term view of the City's finances. The focus of the fund financial statements is on reporting the operating results and financial position of the most significant funds of the City and presents a shorter-term view of how operations were financed and what remains available for future spending.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Government-wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information of the City as a whole. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes and City general revenues, from business-type activities, generally financed in whole or in part with fees charged to external customers. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific program. Program revenues include 1) charges to applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

Governmental funds are used to account for all or most of a government's general activities, including the collection and disbursement of earmarked monies (special revenue funds), and the acquisition or construction of general fixed assets (capital projects). The general fund is used to account for all activities of the general government not accounted for in some other fund.

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis is to be financed or recovered primarily through user charges.

Fiduciary Funds are used to account for assets held by the City as an agent for individuals, private organizations, other governments and/or other funds. Agency Funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes, sewer usage fees and water usage fees are recognized under the susceptible to accrual concept in accordance with Governmental Accounting Standards Board ("GASB") pronouncements. Revenues received from the State of Vermont are also recognized when susceptible to accrual. Miscellaneous revenues and fees are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned since they are measurable and available.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

Operating income reported in proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as non-operating in the financial statements.

The City reports the following major governmental funds:

General Fund - This is the City's main operating fund. It accounts for all financial resources of the City except those accounted for in another fund.

Capital Reserve Fund - This fund accounts for the general capital expenditures of the City.

Rolling Stock Reserve Fund - This fund accounts for general rolling stock (vehicles) purchases of the City.

The City reports on the following major enterprise funds:

Water Fund - This fund accounts for the operations of the Water Department.

Sanitation Fund - This fund accounts for the operations of the Sanitation Department.

Wastewater Fund - This fund accounts for the operations of the Wastewater Department.

Recreation Programs Fund – This fund accounts for the operations of the recreation programs.

Amounts reported as program revenues include:

- 1) charges to individuals and business for fees, rental, material, supplies, or services, provided
- 2) operating grants and contributions
- 3) capital grants and contributions

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property taxes, licenses, ordinance violation fees and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within sixty (60) days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the City.

General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net positions available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by general revenues. Expenditure driven grants are recognized as revenue when the qualifying expenditures have been incurred and other grant requirements have been met.

Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. The City utilizes one cash account to collect money and pay bills for all funds.

Receivables

Receivables are shown net of an allowance for uncollectible accounts for the estimated losses that will be incurred in the collection of the receivables. The estimated losses are based on the judgment of management and a review of the current status of existing receivables.

Unbilled revenues consist of revenues earned as of June 30, but not yet billed as of that date.

Internal Balances

Activities between funds that is representative of lending/borrowing arrangements that are outstanding at the end of the fiscal year are referred to as Advances to/from Other Funds. All other outstanding balances between funds are reported as "due to/from other funds". Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

Inventories and Prepaid Expenses

Inventory quantities are determined by physical count and are valued at the lower of cost or market. Inventories in the Proprietary Funds consist of chemicals and materials. Inventory in the General Fund consists of salt and calcium chloride.

Certain payments to vendors reflect costs that are applicable to future accounting periods and are recorded as prepaid expenses.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Inventories and prepaid expenses of governmental funds in the fund financial statements are offset by a nonspendable fund balance as these are not in spendable form.

Capital Assets

Capital assets are reported at actual cost or estimated historical cost based on appraisals or deflated current replacement cost if purchased or constructed. Contributed assets are recorded at their estimated fair value at the time received. Major outlays for capital assets and improvements are capitalized as constructed. Interest incurred during the construction phase for proprietary fund capital assets is reflected in the capitalized value of the asset constructed, net of any interest earned on the invested proceeds during the same period. Interest is not capitalized during the construction phase of capital assets used in governmental activities. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets' lives are not capitalized. The City has elected to report major general infrastructure assets constructed since 1990.

Capital assets reported in the government-wide and proprietary fund financial statements are depreciated in order that the cost of these assets will be charged to expenses over their estimated service lives, generally using the straight-line method of calculating depreciation.

Capitalization thresholds (the dollar values above which asset acquisitions are added to the capital asset accounts) and estimated useful lives of capital assets are as follows:

	<u>Capitalization Threshold</u>	<u>Estimated Service Life</u>
Land	\$ 1,000	Not Depreciated
Antiques and Works of Art	\$ 1,000	Not Depreciated
Buildings and Building Improvements	\$ 5,000	40 Years
Vehicles, Machinery, Equipment, Furniture and Traffic Signals	\$ 5,000	8-20 Years
Wastewater Treatment Facility Equipment	\$ 5,000	8-20 Years
Library Books	\$ 1	7 Years
Parks	\$ 5,000	20-100 Years
Infrastructure	\$ 5,000	30-50 Years
Water, Sanitation and Wastewater Distribution and Collection System	\$ 5,000	60-100 Years

Capital assets are not reported in the governmental fund financial statements. Capital outlays in these funds are recorded as expenditures in the year they are incurred.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and comp time benefits. Employees who leave employment in good standing shall have sick time paid out depending on age and length of service, a scale used for payment eligible is included in Note 11. The City evaluates all employees who have reached ten (10) years of service or age 57 and, depending on accrued leave time at that point, determines if they will likely meet the eligibility threshold. The accrual for unused compensated absences time, based on current pay rates, is recorded in the government-wide and proprietary fund financial statements. The liability for unused compensated absences is not reported in the governmental fund type financial statements.

Payments for unused compensated absences are recorded as expenditures in the year they are paid.

Long-term Obligations

Noncurrent liabilities are comprised of notes payable and compensated absences. Noncurrent liabilities are reported in the government-wide and proprietary fund financial statements. Governmental fund type financial statements do not include any noncurrent liabilities as those statements use the current financial resources measurement focus and only include current liabilities on their balance sheets.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, "deferred outflows of resources", represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditures) until then. The City did not have any items that qualified for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, "deferred inflows of resources", represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has one (1) type of item which qualifies under the modified accrual basis of accounting. The governmental funds report deferred inflows of resources from one (1) source: unavailable grant revenue. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Government-Wide and Proprietary Fund Net Position

Government-wide and Proprietary Fund Net Position are divided into three components:

Net Investment in Capital Assets – consist of the historical cost of capital assets less accumulated depreciation and less any debt that remains outstanding that was used to finance those assets.

Restricted – consists of net position that is restricted by the City's creditors, by enabling legislation, by grantors (both federal and state) and/or by contributors.

Unrestricted – all other net position reported in this category

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Governmental Fund Balances

In the governmental fund financial statements, fund balances are classified as follows:

Nonspendable – Amounts that cannot be spent because they are not spendable in form or are legally or contractually required to be maintained intact.

Restricted – Amounts that can be spent only for specific purposes because of laws, regulations or externally imposed conditions by grantors or creditors.

Committed – Amounts that can be used only for specific purposes determined by a formal action by the City.

Assigned – Amounts that are designated by management for a particular purpose

Unassigned – All amounts not included in other classifications.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Operating Transfers

Operating transfers are legally authorized transfers from a fund receiving revenue to the fund through which the resources are to be expended.

NOTE 2 EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Governmental Fund financial statements are presented using the current financial resources measurement focus and the modified accrual basis of accounting, while government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. These differences in the measurement focus and basis of accounting lead to differences between the governmental fund financial statements and the government-wide financial statements as follows:

Long-term revenue differences arise because governmental funds report revenues only when they are considered "available", whereas government-wide statements report revenues when they are earned. Long-term expense differences arise because governmental funds report expenditures (including interest) using the modified accrual basis of accounting, whereas government-wide statements report expenses using the accrual basis of accounting.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 2      EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS (continued)

Capital-related differences arise because governmental funds report capital outlays as current period expenditures, whereas government-wide statements report depreciation as an expense. Further, governmental funds report the proceeds from the sale of capital assets as another financing source, whereas government-wide statements report the gain or loss from the sale of capital assets as revenue or expense.

Long-term debt transaction differences arise because governmental funds report proceeds of long-term debt as another financing source and principal payments as expenditures, whereas government-wide statements report those transactions as increases and decreases in liabilities.

NOTE 3      STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

The General Fund Budget is approved at the annual City Meeting in April. Budget transfers between departments can be made upon the approval of the Council during the last three (3) months of the year without increasing the total appropriated amount.

Enterprise fund budgets are approved by the City Council.

Fund Balance Policy

At the April 2022 annual meeting, the Voters approved maintaining an unassigned fund balance of up to fifteen percent (15%) of the current year's budget.

NOTE 4      CASH AND CASH EQUIVALENTS

Cash and cash equivalents at June 30, 2024 consisted of the following:

	<u>Book Balance</u>	<u>Bank Balance</u>
Insured by the FDIC	\$ 501,002	\$ 501,002
Offset by debt with institution	836,234	836,234
Insured by Repurchase Agreement	13,365,543	13,365,594
Petty Cash	<u>300</u>	<u>-</u>
Total Deposits	<u>\$ 14,703,079</u>	<u>\$ 14,702,830</u>

The difference between the book and bank balance is due to reconciling items such as deposits in transit and outstanding checks.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 4 CASH AND CASH EQUIVALENTS (continued)

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of failure of the counter-party (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investments or collateral securities that are in possession of another party. The City's policy only allows deposits in banks that are FDIC insured and agree to collateralize amounts in excess of FDIC limits.

Interest Rate Risk

Interest rate risk is the risk that changes in market rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City has no investments subject to interest rate risk disclosure

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's policy does not allow investment in securities that are subject to credit risk unless issued by the Federal Government.

Concentration of Credit Risk

The City has no limit on the amount that they may invest with any one issuer. As of June 30, 2024, the City is not exposed to concentration of credit risk.

NOTE 5 RECEIVABLES

Receivables at June 30, 2024, as reported in the statement of net position, net of applicable allowances for uncollectible accounts, are as follows:

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total</u>
Delinquent Taxes	\$ 157,241	\$ -	\$ 157,241
Penalties and Interest	24,482	-	24,482
Allowance for Doubtful Accounts	(30,000)	-	(30,000)
Billed Services	-	1,863,696	1,863,696
Unbilled Services	-	139,938	139,938
Grants	1,262,115	-	1,262,115
Other	1,471,618	-	1,471,618
	<u>\$ 2,885,456</u>	<u>\$ 2,003,634</u>	<u>\$ 4,889,090</u>

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 5 RECEIVABLES (continued)

Property taxes are attached as an enforceable lien on property as of September 16<sup>th</sup> and March 16<sup>th</sup>. Taxes are levied in August and payable on September 15<sup>th</sup> and March 15<sup>th</sup>. The City bills and collects its own taxes. City property tax revenues are recognized when levied to the extent they result in current receivables. Current receivables are defined as receivables which are due or past due, and receivable within the current period and collected no later than sixty days after the close of the current period. Taxes receivable that remain uncollected as of August 31, 2024 have been recorded as unavailable property tax revenue, a deferred inflow of resources, with a corresponding decrease in current year tax revenues. Unavailable property tax revenue amounted to \$119,000 at June 30, 2024.

NOTE 6 NOTE RECEIVABLE

The City has a note receivable as follows:

Note Receivable- Whitcomb Terrace Housing Limited Partnership, Principal Deferred Until December 17, 2034, at which Time the Note is Due, Interest 0%, Secured by a 2nd Position on Building		\$ 260,000
Allowance for Doubtful Note Receivable		<u>(260,000)</u>
Net Note Receivable		<u>\$ -</u>

NOTE 7 CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2024 was as follows:

<u>Governmental Activities</u>	<u>Beginning Balance</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	\$ 127,876	\$ -	\$ -	\$ 127,876
Construction in Progress	7,885,735	5,137,470	(1,245,914)	11,777,291
Antiques and Works of Art	<u>7,550</u>	<u>-</u>	<u>-</u>	<u>7,550</u>
Total capital assets not being depreciated	<u>8,021,161</u>	<u>5,137,470</u>	<u>(1,245,914)</u>	<u>11,912,717</u>
Other capital assets:				
Buildings and Improvements	4,704,912	105,148	-	4,810,060
Vehicles, Machinery, Equipment, Furniture and Traffic Signals	8,703,668	107,759	(82,420)	8,729,007

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 7 CAPITAL ASSETS (continued)

<u>Governmental Activities (cont'd)</u>	<u>Beginning Balance</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Balance</u>
Library Books	808,424	75,911	(85,531)	798,804
Parks	2,078,606	16,356	-	2,094,962
Roads, Curbs, Sidewalks, and Storm Sewers	<u>17,683,481</u>	<u>1,516,149</u>	<u>-</u>	<u>19,199,630</u>
Total other capital assets	<u>33,979,091</u>	<u>1,821,323</u>	<u>(167,951)</u>	<u>35,632,463</u>
Less accumulated depreciation for:				
Buildings and Improvements	(1,880,533)	(122,100)	-	(2,002,633)
Vehicles, Machinery, Equipment, Furniture and Traffic Signals	(4,081,961)	(397,992)	76,001	(4,403,952)
Library Books	(580,511)	(70,194)	85,531	(565,174)
Parks	(1,328,337)	(57,754)	-	(1,386,091)
Roads, Curbs, Sidewalks, and Storm Sewers	<u>(5,885,957)</u>	<u>(642,552)</u>	<u>-</u>	<u>(6,528,509)</u>
Total accumulated depreciation	<u>(13,757,299)</u>	<u>(1,290,592)</u>	<u>161,532</u>	<u>(14,886,359)</u>
Total capital assets being depreciated, net	<u>20,221,792</u>	<u>530,731</u>	<u>(6,419)</u>	<u>20,746,104</u>
Governmental Activities - Capital Assets, Net	<u>\$ 28,242,953</u>	<u>\$ 5,668,201</u>	<u>\$ (1,252,333)</u>	<u>\$ 32,658,821</u>

Depreciation expense was charged to functions, as follows:

General Government	\$ 20,692
Public Safety	111,681
Highways and Streets	909,543
Culture and Recreation	248,262
Community Development	<u>414</u>
TOTAL	<u>\$ 1,290,592</u>

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 7 CAPITAL ASSETS (continued)

<u>Business-Type Activities</u>	<u>Beginning Balance</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	\$ 118,077	\$ -	\$ -	\$ 118,077
Construction in progress	<u>303,959</u>	<u>2,460,651</u>	<u>-</u>	<u>2,764,610</u>
Total capital assets not being depreciated	<u>422,036</u>	<u>2,460,651</u>	<u>-</u>	<u>2,882,687</u>
Capital assets being depreciated:				
Buildings and Improvements	15,171,806	-	-	15,171,806
Vehicles, Machinery, Equipment and Furniture	6,411,376	193,603	-	6,604,979
Infrastructure	164,182	-	-	164,182
Distribution and Collection Systems	<u>22,442,964</u>	<u>-</u>	<u>-</u>	<u>22,442,964</u>
Total Capital assets being depreciated	<u>44,190,328</u>	<u>193,603</u>	<u>-</u>	<u>44,383,931</u>
Less accumulated depreciation for:				
Buildings and Improvements	(7,203,094)	(511,779)	-	(7,714,873)
Vehicles, Machinery, Equipment and Furniture	(3,590,573)	(402,046)	-	(3,992,619)
Infrastructure	(98,407)	(8,209)	-	(106,616)
Distribution and Collection Systems	<u>(15,115,611)</u>	<u>(261,528)</u>	<u>-</u>	<u>(15,377,139)</u>
Total accumulated depreciation	<u>(26,007,685)</u>	<u>(1,183,562)</u>	<u>-</u>	<u>(27,191,247)</u>
Total capital assets being depreciated, net	<u>18,182,643</u>	<u>(989,959)</u>	<u>-</u>	<u>17,192,684</u>
Business-Type Activities - Capital Assets, Net	<u>\$ 18,604,679</u>	<u>\$ 1,470,692</u>	<u>\$ -</u>	<u>\$ 20,075,371</u>

Depreciation expense was charged as follows:

Water Fund	\$ 50,014
Sanitation Fund	132,364
Wastewater Fund	981,868
Recreation Fund	<u>19,316</u>
TOTAL	<u>\$ 1,183,562</u>

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 8 INTERFUND BALANCES AND ACTIVITY

The composition of interfund balances at June 30, 2024 is as follows:

<u>Fund</u>	<u>Due from Other Funds</u>	<u>Due to Other Funds</u>
General Fund	\$ -	\$ 8,682,722
Capital Projects Fund	-	751,526
Rolling Stock Reserve Fund	948,424	-
Water Fund	678,600	-
Sanitation Fund	1,856,602	-
Wastewater Fund	2,326,883	-
Recreation Fund	1,876,164	-
Memorial Park Fund	3,810	-
Senior Center Fund	16,523	-
EJRP Capital Reserve Fund	67,631	-
Building Maintenance Fund	790,550	-
Economic Development Fund	869,061	-
	<u>\$ 9,434,248</u>	<u>\$ 9,434,248</u>

NOTE 9 TRANSFERS

The interfund transfers during the year ended June 30, 2024 were as follows:

<u>Transfer From</u>	<u>Transfer To</u>	<u>Amount</u>	<u>Purpose</u>
General Fund	Rolling Stock Reserve Fund	\$ 269,700	Annual Appropriation
General Fund	Capital Reserve	531,585	Annual Appropriation
General Fund	Building Maintenance Fund	50,000	Annual Appropriation
General Fund	Building Maintenance Fund	540,242	2 Lincoln St. Renovation
Capital Reserve	General Fund	(215,242)	2 Lincoln St. Renovation
Wastewater Fund	General Fund	(1,500)	Mowing
Wastewater Fund	General Fund	(14,000)	Admin Services
EJRP	EJRP Capital Reserve Fund	<u>112,771</u>	Annual Appropriation
	Total Governmental Activities	<u>\$ 1,273,556</u>	

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 9 TRANSFERS (continued)

<u>Transfer From</u>	<u>Transfer To</u>	<u>Amount</u>	<u>Purpose</u>
Sanitation Fund	Wastewater Fund	\$ 293,698	Bond Debt Service
Wastewater Fund	Sanitation Fund	(142,025)	Septage/Leachate
Wastewater Fund	General Fund	(14,000)	Admin Services
Wastewater Fund	General Fund	<u>(1,500)</u>	Mowing
Total Proprietary Funds		<u>\$ 136,173</u>	

NOTE 10 UNEARNED REVENUE AND DEFERRED INFLOWS OF RESOURCES

Unearned Revenue in the General Fund consists of \$5,325 in recreation fees paid in advance and \$7,283 in donation revenue received in advance. Unavailable Revenue in the General Fund consists of \$0 in grant receivables not collected within sixty (60) days after year-end as these would not be available to liquidate current liabilities.

The Capital Projects Fund has deferred inflows of resources in the amount of \$1,262,115. This consists of grant receivables not collected within sixty (60) days after year-end as these would not be available to liquidate current liabilities.

Unearned Revenue in the Recreation Fund consists of \$681,516 for FY 2025 summer program fees that were received in advance.

NOTE 11 LONG-TERM LIABILITIES

General Obligation Bonds - The City issues general obligation bonds to provide resources for the acquisition and construction of major capital facilities and to refund prior issues. General obligation bonds have been issued for proprietary activities. Bonds are reported in governmental activities if the debt is expected to be repaid from general governmental revenues and in business-type (proprietary) activities if the debt is expected to be repaid from proprietary fund revenues.

General obligation bonds are direct obligations and pledge the full faith and credit of the City. New bonds generally are issued as 10 to 30 year bonds. Refunding bonds are issued for various terms based on the debt service of the debt refunded.

Notes Payable - The City has notes payable to finance various capital projects and purchases through local banks.

No-Interest Revolving Loans - The State of Vermont offers a number of no and low interest revolving loan programs to utilize for predetermined purposes. The City has borrowed money from the Vermont Special Environmental Revolving Fund for sanitation and wastewater projects.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 11      LONG -TERM LIABILITIES (continued)

Compensated Absences - Unused vacation time can be accumulated up to 240 hours as of an employee's anniversary date. Compensatory time for hourly employees can be accrued up to 200 hours. Employees who leave employment in good standing shall have sick time paid out in accordance to the following charts based on age at the time of termination and years of service:

<u>Age 55+</u>		<u>No Age Requirement</u>	
<u>Years of Service</u>	<u>Max Hours</u>	<u>Years of Service</u>	<u>Max Hours</u>
20	800	20	400
19	700	19	350
18	600	18	300
17	500	17	250
16	400	16	200
15	300	15	150
14	200	14	100
13	100	13	50
12	75	12	37.5
11	50	11	25
10	25	10	12.5

<u>Governmental Activities</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Principal Reduction</u>	<u>Ending Balance</u>
<u>Notes Payable</u>				
Bond Payable - Vermont Municipal Bond				
Bank, Infrastructure Projects, Net Interest cost of 3.403% semi-annual Interest				
Payments Due June 1, and Dec 1, Due in full December 2035.	\$ 1,621,786	\$ -	\$ (135,300)	\$ 1,486,486
<b>TOTAL GOVERNMENTAL ACTIVITIES</b>	<b>\$ 1,621,786</b>	<b>\$ -</b>	<b>\$ (135,300)</b>	<b>\$ 1,486,486</b>

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 135,135	\$ 52,070	\$ 187,205
2026	135,135	47,646	182,781
2027	135,135	43,082	178,217
2028	135,135	38,388	173,523
2029	135,135	33,581	168,716
2030-2034	675,675	92,313	767,988
2035	135,136	2,698	137,834
<b>TOTAL</b>	<b>\$ 1,486,486</b>	<b>\$ 309,778</b>	<b>\$ 1,796,264</b>

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 11      LONG-TERM LIABILITIES (continued)

<u>Business-Type Funds</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Principal Reduction</u>	<u>Ending Balance</u>
Note Payable- State of Vermont Special Environmental Revolving Fund, Sanitation and Wastewater Improvements, Authorized to \$566,938 but was Eligible for 50% Forgiveness, Interest at 0% an Administration fee of 2% is Assessed Annually, Annual Payments of \$17,336, Due October 2030.	\$ 126,995	\$ -	\$ (14,796)	\$ 112,199
Note Payable- State of Vermont Special Environmental Revolving Fund, Wastewater Improvements, Authorized to \$13,525,000 but Eligible for \$600,000 Subsidy. Interest at 0%, Administration Fee of 2% is Assessed Annually; Payments of \$790,451, Due July 2035.	8,970,329	-	(611,044)	8,359,285
Note Payable- State of Vermont Special Environmental Revolving Fund, Sanitation Pump Station Improvements, Authorized \$1,212,300 but Eligible for \$114,800 Subsidy Leaving a Total Repayment Amount of \$1,097,500, Interest at 0%, an Administration fee of 2% is Assessed Annually, Payments of \$67,120 Due May 2034.	656,888	-	(53,981)	602,907
Bond Payable- Vermont Municipal Bond Bank, Water Improvements, Net Interest Cost of 3.403%, \$30,031 due Annually on November 1, Semi-Annual Interest Payments Due May and November 1, Due November 2034.	358,214	-	(29,700)	328,514
Bond Payable- Vermont Municipal Bond Bank Series 2010-5 New Money (Recovery Zone Economic Development Bond) Wastewater Improvements, Annual Principal Payments Ranging from \$55,000 to \$60,000 Due December 1, Semi-Annual Interest Payments Due June 1 and December 1, Net Interest Cost of 3.345% 30 Year Bond Assumed from the Town of Bradford Due December 2040	990,000	-	(55,000)	935,000

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 11      LONG-TERM LIABILITIES (continued)

<u>Business-Type Funds (continued)</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Principal Reduction</u>	<u>Ending Balance</u>
Bond Payable- Vermont Municipal Bond Bank, Main St. Waterline Replacement, Net Interest Cost of 3.899%, \$102,333 due Annually on November 1, Semi-Annual Interest Payments due May and November 1, Due November 2052.	3,070,000	-	(102,346)	2,967,654
Bond Payable- Vermont Municipal Bond Bank, Service Line inventory project, Net Interest Cost of 0.00%, \$86,000 due Annually on July 1, Due July, 2023. Amount available to be as of June 30, 2024 is \$285,472.	-	144,528	-	144,528
	<u>\$ 14,172,426</u>	<u>\$ 144,528</u>	<u>\$ (866,867)</u>	<u>\$ 13,450,087</u>
Year Ending June 30,		Principal	Interest	Total
2025		\$ 880,616	\$ 338,901	\$ 1,219,517
2026		894,485	318,268	1,212,753
2027		908,631	297,240	1,205,871
2028		923,060	275,833	1,198,893
2029		1,023,776	254,114	1,277,890
2030-2034		5,211,095	934,529	6,145,624
2035-2039		2,351,238	420,782	2,772,020
2040-2044		336,189	233,417	569,606
2045-2049		511,665	129,675	641,340
2050-2054		409,332	31,920	441,252
		<u>\$ 13,450,087</u>	<u>\$ 3,234,679</u>	<u>\$ 16,684,766</u>

NOTE 12      NET POSITION/FUND BALANCES

GASB Statement No. 34, as amended by GASB Statement No. 54, requires fund balances reported on the governmental fund balance sheet to be classified using a hierarchy based primarily on the extent to which a government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Governmental fund balances are to be classified as: nonspendable (not in spendable form or legally required to remain intact); restricted (constraints on the use of resources are either externally imposed by creditors, grantors or donors, or imposed by law through enabling legislation); committed (constraints on the use of resources are imposed by formal action of the voters); assigned (reflecting the City Council's intended use of the resources); and unassigned.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 12      NET POSITION/FUND BALANCES (continued)

Special revenue funds are created only to report a revenue source (or sources) that is restricted or committed to a specified purpose, and that the revenue source should constitute a substantial portion of the resources reported in that fund. Special revenue funds cannot be used to accumulate funds that are not restricted or committed. These amounts will have to be reflected in the General Fund.

Amounts constrained to stabilization will be reported as restricted or committed fund balance in the General Fund if they meet the other criteria for those classifications. However, stabilization is regarded as a specified purpose only if the circumstances or conditions that signal the need for stabilization (a) are identified in sufficient detail and (b) are not expected to occur routinely. Governments are required to disclose key information about their stabilization arrangements, including the authority by which they were established, provisions for additions to the stabilization amount, and circumstances under which those amounts may be spent. The City does not have any stabilization arrangements.

Some governments create stabilization-like arrangements by establishing formal minimum fund balance policies. Because users are interested in information about those minimum fund balance policies and how governments comply with them, governments are required to explain their minimum fund balance policies, if they have them, in notes to the financial statements. The City does not have a minimum fund balance policy. The City does have a maximum fund balance policy which is to maintain an unassigned fund balance which is no greater than ten percent (10%) of the prior year's budget.

When expenditures are incurred for purposes for which both restricted and unrestricted amounts are available, it is the City's policy to first consider restricted amounts to have been spent, followed by committed, assigned, and finally unassigned amounts.

The purpose for each major special revenue fund - including which specific revenues and other resources are authorized to be reported in each are described in the following section.

Fund Balance and Net Position classifications at June 30, 2024 are as follows:

GENERAL FUND

Nonspendable for:

Inventories	\$ 92,744
Prepaid Expenses	<u>43,658</u>
Total Nonspendable Fund Balance	<u>\$ 136,402</u>

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 12      NET POSITION/FUND BALANCES (continued)

Assigned for:

Library Book Replacement	\$ 10,572
Termination Benefits	86,809
Health Reimbursement Arrangement Expenses	10,000
Records Preservation	20,570
Conservation	3,000
2 Lincoln Renovation	<u>2,824,514</u>

Total Assigned Fund Balance      \$ 2,955,465

Committed for:

Local Option Tax	<u>\$ 1,058,181</u>
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ROLLING STOCK RESERVE FUND

Committed for:

Rolling Stock Reserve Fund Expenditures	<u>\$ 948,424</u>
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NON MAJOR FUNDS

Restricted for:

Veterans Memorial Park by Donation	\$ 3,810
Senior Center	<u>16,523</u>

Total Restricted Fund Balance      \$ 20,333

Committed for:

EJRP Capital Reserve Fund	<u>\$ 64,581</u>
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Assigned for:

Economic Development	\$ 869,061
Building Maintenance	<u>778,933</u>

Total Assigned Fund Balance      \$ 1,647,994

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 12      NET POSITION/FUND BALANCES (continued)

WATER, SANITATION, WASTEWATER AND RECREATION PROGRAMS FUNDS

Designated for:

Water Fund Capital Expenses	\$ 1,085,530
Sanitation Fund Expenses	\$ 598,238
Sanitation Fund Capital Expenses	220,167
Sanitation Wastewater Treatment Facility Upgrades	<u>1,275,285</u>
Total Sanitation Designated Fund Balance	<u>\$ 2,093,690</u>
Wastewater Fund Capital Expenses	\$ 2,036,110
Wastewater Expenses- Attributable to the City of Essex Junction	139,823
Wastewater Expenses- Attributable to the Town of Essex	151,387
Wastewater Expenses- Attributable to the Town of Williston	436,567
Wastewater Fund Expenses- General	<u>145,891</u>
Total Wastewater Designated Fund Balance	<u>\$ 2,909,778</u>
Recreation Programs Fund - General	<u>\$ 886,861</u>

NOTE 13      PENSION PLAN

Information Required Under GASB Statement No. 68

Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions requires employers participating in a cost-sharing, multiple-employer defined benefit pension plan to recognize their proportional share of total pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense.

The schedules below have been prepared to provide City of Newport, Vermont's proportional share of the overall amounts of the VMERS plan. City of Essex Junction, Vermont's portion has been allocated based on City of Essex Junction, Vermont's proportional share of employer contributions to the total contributions to VMERS during the fiscal year.

Reporting Date, Measurement Date, and Valuation Date

Net pension liabilities, deferred pension outflows of resources, deferred pension inflows of resources, and pension expense are all presented as of the City of Essex Junction, Vermont's reporting date June 30, 2024 and for the City of Essex Junction, Vermont's reporting period (the year ended June 30, 2024). These amounts are measured as of the measurement date and for the measurement period (the period between the prior and current measurement dates). GASB Statement No. 68 requires that the current measurement date be no earlier than the end of the employer's prior fiscal year. For the reporting date of City of Essex Junction, Vermont, the State has chosen to use the end of the prior fiscal year (June 30, 2023) as the measurement date, and the year ended June 30, 2022, as the measurement period.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 13 PENSION PLAN (continued)

The total pension liability is determined by an actuarial valuation performed as of the measurement date, or by the use of update procedures to roll forward to the measurement date amounts from an actuarial valuation as of a date no more than 30 months and 1 day earlier than the employer's most recent fiscal year-end. The State has elected to apply update procedures to roll forward amounts from an actuarial valuation performed as of June 30, 2023, to the measurement date of June 30, 2023.

**Schedule A – Employer Allocations as of June 30, 2022**

Fiscal Year Ended June 30, 2022						
Employer Contributions	Employer Proportion	Net Pension Liability	Total Deferred Outflows	Total Deferred Inflows	Net Pension Liability 1% Decrease (6.00% Disc Rate)	Net Pension Liability 1% Decrease (8.00% Disc Rate)
\$ 70,206	0.28060%	\$ 851,264	\$ 657,062	\$ -	\$ 1,275,581	\$ 502,245

**Schedule B – Employers' Allocation as of June 30, 2023**

Fiscal Year Ended June 30, 2023						
Employer Contributions	Employer Proportion	Net Pension Liability	Total Deferred Outflows	Total Deferred Inflows	Net Pension Liability 1% Decrease (6.00% Disc Rate)	Net Pension Liability 1% Decrease (8.00% Disc Rate)
\$ 195,963	0.68750%	\$ 2,202,027	\$ 1,427,609	\$ -	\$ 3,314,393	\$ 1,287,707

**Schedule C – Employers' Allocation of Pension Amounts as of June 30, 2023**

Deferred Outflows of Resources							
Employer Proportion	Net Pension Liability	Difference Between Expected and Actual Experience	Changes in Assumptions	Changes in Benefits	Difference Between Projected and Actual Investment Earnings	Changes in Proportion and Differences Between Employer Contributions and Proportionate Share of Contributions	Total Deferred Outflows
0.6875%	\$ 2,202,027	\$ 138,100	\$ 71,774	\$ -	\$ 250,526	\$ 967,209	\$ 1,427,609

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 13 PENSION PLAN (continued)

Deferred Inflows of Resources					
Difference Between Expected and Actual Experience	Changes in Assumptions	Changes in Benefits	Difference Between Projected and Actual Investment Earnings	Changes in Proportion and Differences Between Employer Contributions and Proportionate Share of Contributions	Total Deferred Inflows
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Pension Expense Recognized		
Proportionate Share of Pension Plan Expense	Net Amortization of Deferred Amounts from Changes in Proportion and Differences Between Employer Contributions and Proportionate Share of Contributions	Total
\$ 453,780	\$ 322,402	\$ 776,182

**Schedule D – Employers’ Allocation of Recognition of Deferred Outflows/Inflows as of June 30, 2023**

Fiscal Year Ending					
June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	Thereafter
\$ 489,158	\$ 391,234	\$ 552,401	\$ (5,184)	\$ -	\$ -

For entities with a reporting date in 2024, the amounts shown will be recognized in the expense for plan years ending in 2025, 2026, 2027 and 2028.

**Schedule E – Contributions History for Fiscal Years 2021-2023**

FY 2023	FY 2022	FY 2021
\$ 195,963	\$ 70,206	\$ -

The full report containing the schedules of all employers in the VMERS plan will be available on the State of Vermont Treasurer's website at:

<http://www.vermonttreasurer.gov/content/retirement/vmers/financial-reports>

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 13      PENSION PLAN (continued)

The schedule of employer allocations and schedule of pension amounts by employer are prepared on the accrual basis of accounting in accordance with U.S. generally accepted accounting principles. The schedules present amounts that are elements of the financial statements of the Vermont Municipal Employees' Retirement System (VMERS) or its participating employers. VMERS does not issue stand-alone financial reports but instead are included as part of the State of Vermont's Comprehensive Annual Financial Report (CAFR). The CAFR can be viewed on the State's Department of Finance & Management website at:

<http://finance.vermont.gov/reports-and-publications/annual-compenhensive-financial-report>

Plan Description

The Vermont Municipal Employees' Retirement System is a cost-sharing, multiple-employer defined benefit pension plan that is administered by the State Treasurer and its Board of Trustees. It is designed for school districts and other municipal employees that work on a regular basis and also includes employees of museums and libraries if at least half of that institution's operating expenses are met by municipal funds. An employee of any employer that becomes affiliated with the system may join at that time or at any time thereafter. Any employee hired subsequent to the effective participation date of their employer who meets the minimum hourly requirements is required to join the system. During the year ended June 30, 2022, the retirement system consisted of 359 participating employers.

The plan was established effective July 1, 1975, and is governed by Title 24, V.S.A. Chapter 125.

The general administration and responsibility for formulating administrative policy and procedures of the retirement System for its members and their beneficiaries is vested in the Board of Trustees consisting of five members. They are the State Treasurer, two employee representatives elected by the membership of the system, and two employer representatives—one elected by the governing bodies of participating employers of the system, and one selected by the Governor from a list of four nominees. The list of four nominees is jointly submitted by the Vermont League of Cities and Towns and the Vermont School Boards Association.

All assets are held in a single trust and are available to pay retirement benefits to all members. Benefits available to each group are based on average final compensation (AFC) and years of creditable service.

Summary of System Provisions

Membership	Full time employees of participating municipalities. Municipality elect's coverage under Groups A, B, C or D provisions.
Creditable service	Service as a member plus purchased service.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 13      PENSION PLAN (continued)

Average Final Compensation (AFC)      Group A – average annual compensation during highest 5 consecutive years.

Groups B and C – average annual compensation during highest 3 consecutive years.

Group D – average annual compensation during highest 2 consecutive years.

Service Retirement Allowance

Eligibility      Group A – The earlier of age 65 with 5 years of service or age 55 with 35 years of service.

Group B – The earlier of age 62 with 5 years of service or age 55 with 30 years of service.

Groups C and D – Age 55 with 5 years of service.

Amount      Group A – 1.4% of AFC x service

Group B – 1.7% of AFC x service as Group B member plus percentage earned as Group A member x AFC  
Group C – 2.5% of AFC x service as a Group C member plus percentage earned as a Group A or B member x AFC

Group D – 2.5% of AFC x service as a Group D member plus percentage earned as a Group A, B or C member x AFC

Maximum benefit is 60% of AFC for Groups A and B and 50% of AFC for Groups C and D. The above amounts include the portion of the allowance provided by member contributions

Early Retirement Allowance

Eligibility      Age 55 with 5 years of service for Groups A and B; age 50 with 20 years of service for Group D.

Amount      Normal retirement allowance based on service and AFC at early retirement, reduced by 6% for each year commencement precedes Normal Retirement Age for Group A and B member; payable without reduction to Group D members.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 13      PENSION PLAN (continued)

Vested Retirement Allowance

Eligibility	5 years of service.
Amount	Allowance beginning at normal retirement age based on AFC and service at termination. The AFC is to be adjusted annually by one-half of the percentage change in the Consumer Price Index, subject to the limits on "Post-Retirement Adjustments" described below.

Disability Retirement Allowance

Eligibility	5 years of service and disability as determined by Retirement Board.
Amount	Immediate allowance based on AFC and service to date of disability; children's benefit of 10% of AFC payable to up to three minor children (or children up to age 23 if enrolled in full-time studies) of a disabled Group D member.

Death Benefit

Eligibility	Death after 5 years of service.
Amount	For Groups A, B and C, reduced early retirement allowance under 100% survivor option commencing immediately or, if greater, survivor's benefit under disability annuity computed as a date of death. For Group D, 70% of the unreduced accrued benefit plus children's benefit.

Optional Benefit and Death  
after Retirement

For Groups A, B and C, lifetime allowance or actuarially equivalent 50% or 100% joint or survivor allowance with refund of contribution guarantee. For Group D, lifetime allowance or 70% contingent annuitant option with no reduction.

Refund of Contribution

Upon termination, if the member so elects or if no other benefit is payable, the member's accumulated contributions are refunded.

Post-Retirement Adjustments

Allowance in payment for at least one year increased on each January 1 by one-half of the percentage increase in consumer price index but not more than 2% for Group A and 3% for Groups B, C and D.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 13 PENSION PLAN (continued)

Retirement Stipend	\$25 per month payable at the option of the Board of retirees.	
Member Contributions	For Fiscal Year Ended June 30, 2022	Effective July 1, 2022
	Group A – 3.25%	3.50%
	Group B – 5.625%	5.875%
	Group C – 10.75%	11.00%
	Group D – 12.10%	12.35%
Employer Contributions	Group A – 4.75%	5.00%
	Group B – 6.25%	6.50%
	Group C – 8.00%	8.25%
	Group D – 10.60%	10.85%

Significant Actuarial Assumptions and Methods

Investment Rate of Return: 7%, net of pension plan investment expenses, including inflation

Salary Increases: Varying service-based rates from 0-10 years of service, then a single rate of 4.5% (individuals assumed an inflation rate of 2.3%) for all subsequent years.

Mortality:

*Pre-Retirement:*

Groups A, B, C: 40% PubG-2010 General Employee below-median and 60% of PubG-2010 General Employee, with generational projection using scale MP-2019.

Group D: PubG-2010 General Employee above-median, with generational projection using scale MP-2019.

*Healthy Post-Retirement - Retirees:*

Groups A, B, C: 104% of 40% PubG-2010 General Healthy Retiree below-median and 60% of PubG-2010 General Healthy Retiree, with generational projection using scale MP-2019.

Group D: PubG-2010 General Healthy Retiree, with generational projection using scale MP-2019.

*Healthy Post-Retirement – Beneficiaries:*

Groups A, B, C – 70% Pub-2010 Contingent Survivor below-median and 30% of Pub-2010 Contingent Survivor, with generational projection using scale MP-2019.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 13 PENSION PLAN (continued)

Group D – Pub-2010 Contingent Survivor, with generational projection using scale MP-2019.

Disabled Post-Retirement:

All Groups- PubNS-2010 Non-Safety Disabled Retiree Mortality Table with generational projection using scale MP-2019.

Spouse's Age: Females three years younger than males

Cost-of-Living Adjustments: 1.10% for Group A members and 1.20% for Groups B, C and D members. The January 1, 2023, COLAs is assumed to be 2% for Group A and 3% for Groups B, C and D. The January 1, 2022, COLAs were 2% for Group A and 2.3% for Groups B, C and D members.

Actuarial Cost Method: Entry Age Actuarial Cost Method. Entry age is the age at date of employment or, if date is unknown, current age minus years of service. Normal Cost and Actuarial Accrued Liability are calculated on an individual basis and are allocated by salary, with Normal Cost determined using the plan of benefits applicable to each participant.

Assets: The valuation is based on the market value of assets as of valuation date, as provided by the System. The System uses an “actuarial value of assets” that differs from market value to gradually reflect year-to-year changes in the market value of assets in determining the contribution requirements.

Inflation: 2.30 per year%

Long-term expected rate of return: The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan’s target asset allocation as of June 30, 2022, is summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	44.00%	5.35%
Private Equity	10.00%	7.50%
Emerging Markets Debt	2.00%	5.00%
Private & Alternate Credit	10.00%	5.50%
Non-Core Real Estate	4.00%	5.50%
Core Fixed Income	19.00%	1.50%
Core Real Estate	4.00%	3.25%
US TIPS	2.00%	1.50%
Infratructure/Farmland	5.00%	4.25%

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 13 PENSION PLAN (continued)

Discount Rate: The long-term expected rate of return on pension plan assets is 7%. The high quality tax-exempt general obligation municipal bond rate (20-Bond GO Index) as of the closes date prior to the valuation date of June 30, 2022, is 3.54%, as published by The Bond Buyer.

The discount rate used to measure the total pension liability was 7% as of June 30, 2022. The projection of cash flows used to determine the discount rate assumed plan member and employer contributions will be made at rates set by the Board (employers) and statute (members). The Board voted to authorize employer contribution rate increases of 0.50% each year for a period of four years beginning July 1, 2022, to be offset by any increases in the employee contribution rates as negotiated with employee groups and approved by Legislature. For this purpose, only employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs of future plan members and their beneficiaries. As well as projected contributions from future plan members, are not included.

Discount Rate (continued): Based on those assumptions, the pension plans' Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members as of June 30, 2022. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the net pension liability, calculated using the discount rate of 7.00%, as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower (6.00%) or one percent higher (8.00%) than the current rate:

1% Decrease (6.00%)	Discount Rate (7.00%)	1% Increase (8.00%)
\$ 3,314,393	\$ 2,202,027	\$ 1,287,707

NOTE 14 BENEFIT PLANS

The City offers a 401(a) pension plan to all full time employees hired before October 2022 with 100% vesting after three (3) years of service. When a participant in a 401(a) plan has been separated from service for a period of at least three years or withdraws their entire account balance, whichever is earlier, any non-vested employer contributions are forfeited by the participant and transferred to the plan-level forfeiture account. This plan qualifies, according to the Internal Revenue Service, as a defined contribution pension plan for governmental organizations exempt from income taxes. The plan requires a 5% contribution of base pay from the employee with a 10% match of base pay by the City for all employees. Mission Square Retirement (formerly International City/County Management Association "ICMA" Retirement Corporation) administers the Plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. All of the investments are self-directed by each employee. The total payroll for the year was \$3,745,035 while the covered payroll was \$868,452. Pension expenses for the years ended June 30, 2024, 2023 and 2022 were \$86,845, \$116,044 and \$191,648 respectively. No forfeiture funds were used in FY24.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 14      BENEFIT PLANS (continued)

The City also offers its employees a deferred compensation plan through Mission Square Retirement (formerly International City/County Management Association "ICMA" Retirement Corporation) in accordance with Internal Revenue Code Section 457. The plan permits employees to defer a portion of their salary until future years.

Deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. The City has no liability for losses under the plan but does have the duty of due care that would be required of an ordinary prudent investor. All of the investments are self-directed by each employee. The balance of the assets in the plan, at fair market value, as of June 30, 2024 was \$936,578.

The city began participating in the Vermont Municipal Employees' Retirement System (VMERS) in October 2022 for all full-time employees hired October 2022 or after. For the year ended June 30, 2024, the covered payroll totaled \$2,889,316 and pension expense totaled \$245,592.

All full-time City employees receive a group life insurance policy for two and a half their annual salary up to a maximum of \$100,000.

NOTE 15      CONCENTRATION OF REVENUE/EXPENSES

The City receives a major portion of its revenue from GlobalFoundries. For the year ended June 30, 2024, the City received 7.0% of total property taxes from GlobalFoundries and received 82.5% of total water sales from GlobalFoundries.

The City purchased all of their water from Champlain Water District "CWD" for the year ended June 30, 2024. The City purchased \$3,759,121 in water from CWD.

NOTE 16      PROPERTY TAXES

The Town of Essex, through a service agreement with the City, is responsible for assessing City property values. The City is responsible for billing and collecting City property taxes, and education property taxes for the State. Property taxes are assessed based on property valuations as of April 1, the approved budgets and the State education property tax liability. Property tax delinquencies for FY23 are absorbed by the City; delinquencies for FY22 and prior were absorbed by the Town. The City tax rates for fiscal year 2024 included City General Fund \$0.9214 and City Economic Development \$0.0100.

NOTE 17      RISK MANAGEMENT

The City of Essex Junction, Vermont is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City of Essex Junction, Vermont maintains insurance coverage through the Vermont League of Cities and Towns Property and Casualty Intermunicipal Fund, Inc. covering each of those risks of loss.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 17      RISK MANAGEMENT (continued)

Management believes such coverage is sufficient to preclude any significant uninsured losses to the City of Essex Junction, Vermont. Settled claims have not exceeded this coverage in any of the past three fiscal years. The City must remain a member for a minimum of one year and may withdraw from the Fund after that time by giving sixty days' notice. Fund underwriting and rate setting policies have been established after consultation with actuaries. Fund members are subject to a supplemental assessment in the event of deficiencies. If the assets of the Fund were to be exhausted, members would be responsible for the Fund's liabilities.

The City of Essex Junction, Vermont is also a member of the Vermont League of Cities and Towns Unemployment Insurance Trust. The Unemployment Trust is a nonprofit corporation formed to provide unemployment coverage for Vermont municipalities and is owned by the participating members. The agreement does not permit the Unemployment Trust to make additional assessments to its members.

NOTE 18      CONTINGENT LIABILITIES

The City is a participating member in the Chittenden Solid Waste District (CSWD) and Champlain Water District (CWD). The City could be subject to a portion of the two district's debt if the districts experience financial problems.

NOTE 19      OTHER INFORMATION

The City finished refurbishing its Wastewater Treatment Facility. The City owns the facility, however, the facility serves three municipalities; the City of Essex Junction, Vermont, the Town of Essex and the Town of Williston. The City has an agreement with the Towns to provide capacity and treatment rights in exchange for an annual fee and for their share of the improvements. The cost of the project was \$15,230,000 paid for with borrowed funds from the State of Vermont Special Environmental Revolving Fund, a general obligation bond and from capital reserves. The debt service cost is shared amongst all three municipalities based upon the capacity owned by each. At the end of fiscal year 2024, the City owns 33.34%, the Town of Essex owns 33.33% and the Town of Williston owns 33.33%.

NOTE 20      AUTHORIZED BORROWING

In June 2011, the City voters authorized the borrowing of up to \$3,200,000 contingent upon other Federal and State aid for the purpose of making public improvements to the City highways and sidewalks. The total estimated cost of such improvements is \$11,531,000. No action has taken place as of June 30, 2024.

City of Essex Junction, Vermont  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2024

NOTE 22      TAX ABATEMENT

The City has one tax stabilization agreements that qualifies as tax abatement per GASB Statement no. 77 Tax Abatement Disclosures. The City, under the authority of the City Council, has agreed to exclude the value of two structures on a parcel of farmland in exchange for the land to continue to be open to residents for non-motorized recreational purposes. In FY2024 the amount of taxes abated totaled \$5,069.

These agreements apply to City taxes only and have no impact on educational property taxes.

NOTE 23      DISCLOSURE OF SUBSEQUENT EVENTS

In accordance with professional accounting standards, the City has evaluated subsequent events through January 20, 2025, which is the date the financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2024, have been incorporated into the financial statements herein.

## REQUIRED SUPPLEMENTARY INFORMATION

City of Essex Junction, Vermont  
REQUIRED SUPPLEMENTARY INFORMATION  
BUDGETARY COMPARISON SCHEDULE  
BUDGETARY BASIS - GENERAL FUND  
June 30, 2024

	Original Budget	Budget	Actual	Variance
<b>REVENUES</b>				
Property tax	\$ 10,420,986	\$ 10,420,986	\$ 10,356,364	\$ (64,622)
Local options sales tax	745,000	745,000	960,597	215,597
Licenses and permits	44,999	44,999	82,360	37,361
Intergovernmental revenues	64,123	64,123	88,179	24,056
Charges for services	472,493	472,493	467,780	(4,713)
Fines and forfeits	2,000	2,000	7,998	5,998
Interest income	15,926	15,926	60,493	44,567
Grant revenues	2,954,514	2,954,514	2,872,519	(81,995)
Donations	4,000	4,000	8,106	4,106
Other income	<u>192,486</u>	<u>192,486</u>	<u>150,049</u>	<u>(42,437)</u>
 Total Revenues	 <u>14,916,527</u>	 <u>14,916,527</u>	 <u>15,054,445</u>	 <u>137,918</u>
<b>EXPENDITURES</b>				
Current:				
General government	5,341,516	5,341,516	2,420,863	2,920,653
Public safety	3,405,057	3,405,057	3,407,182	(2,125)
Public works	1,582,600	1,582,600	1,634,426	(51,826)
Community development	522,813	522,813	326,701	196,112
Culture and recreation	2,342,693	2,342,693	2,256,454	86,239
Debt Service:				
Principal	135,135	135,135	135,300	(165)
Interest expense	<u>64,190</u>	<u>64,190</u>	<u>56,413</u>	<u>7,777</u>
 Total Expenditures	 <u>13,394,004</u>	 <u>13,394,004</u>	 <u>10,237,339</u>	 <u>3,156,665</u>
 Excess of Revenues Over Expenditures	 <u>1,522,523</u>	 <u>1,522,523</u>	 <u>4,817,106</u>	 <u>3,294,583</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Operating transfers in	74,158	74,158	155,500	81,342
Operating transfers out	<u>(1,596,681)</u>	<u>(1,596,681)</u>	<u>(1,429,056)</u>	<u>167,625</u>
 Total Other Financing Sources (Uses)	 <u>(1,522,523)</u>	 <u>(1,522,523)</u>	 <u>(1,273,556)</u>	 <u>248,967</u>
 Net Change in Fund Balance	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ 3,543,550</u>	 <u>\$ 3,543,550</u>

See Accompanying Notes to Basic Financial Statements.

City of Essex Junction, Vermont  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY  
June 30, 2024

	<u>2023</u>	<u>2022</u>
City's proportion of the net pension liability (asset)	0.6875%	0.2806%
City's proportionate share of the net pension liability (asset)	<u>\$ 2,202,027</u>	<u>\$ 851,264</u>
City's covered-employee payroll	<u>\$ 2,372,300</u>	<u>\$ 877,575</u>
City's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	92.82%	97.00%
Plan fiduciary net position as a percentage of the total pension liability	74.01%	73.60%

*Significant Actuarial Assumptions and methods are described in Note 13 to the financial statements.*

*Changes in Assumptions:*

*There were no changes in methods or assumptions since the last measurement date.*

City of Essex Junction, Vermont  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF CONTRIBUTIONS  
June 30, 2024

	<u>2023</u>	<u>2022</u>
Contractually Required Contributions (Actuarially Determined)	\$ 195,963	\$ 70,206
Contributions in Relation to the Actuarially Determined Contributions	<u>195,963</u>	<u>70,206</u>
Contribution Excess/(Deficiency) Covered Employee Payroll	<u>\$ 2,372,300</u>	<u>\$ 877,575</u>
Contributions as a Percentage of Covered Employee Payroll	8.26%	8.00%

*Significant Actuarial Assumptions and methods are described in Note 13 to the financial statements.*

*Changes in Assumptions:*

*There were no changes in methods or assumptions since the last measurement date.*

## OTHER SUPPLEMENTARY INFORMATION

City of Essex Junction, Vermont  
COMBINING BALANCE SHEET  
NON-MAJOR GOVERNMENTAL FUNDS  
June 30, 2024

	Special Revenue Fund					
	Veteran Memorial Park Fund	Senior Center Fund	Economic Development	EJRP Capital Reserve Fund	Building Maintenance	Total
<b>ASSETS</b>						
Due from other funds	3,810	16,523	869,061	67,631	790,550	1,747,575
Total Assets	<u>\$ 3,810</u>	<u>\$ 16,523</u>	<u>\$ 869,061</u>	<u>\$ 67,631</u>	<u>\$ 790,550</u>	<u>\$ 1,747,575</u>
<b>LIABILITIES</b>						
Accounts Payable	\$ -	\$ -	\$ -	\$ 3,050	\$ 11,617	\$ 14,667
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,050</u>	<u>11,617</u>	<u>14,667</u>
<b>FUND BALANCE</b>						
Restricted	3,810	16,523	-	-	-	20,333
Committed	-	-	-	64,581	-	64,581
Assigned	<u>-</u>	<u>-</u>	<u>869,061</u>	<u>-</u>	<u>778,933</u>	<u>1,647,994</u>
Total Fund Balances	<u>3,810</u>	<u>16,523</u>	<u>869,061</u>	<u>64,581</u>	<u>778,933</u>	<u>1,732,908</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 3,810</u>	<u>\$ 16,523</u>	<u>\$ 869,061</u>	<u>\$ 67,631</u>	<u>\$ 790,550</u>	<u>\$ 1,747,575</u>

City of Essex Junction, Vermont  
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE  
NON-MAJOR GOVERNMENTAL FUNDS  
June 30, 2024

	Special Revenue Fund					
	Veteran Memorial Park Fund	Senior Center Fund	Economic Development	EJRP Capital Reserve Fund	Building Maintenance	Total
<b>REVENUES</b>						
Charges for Service	\$ -	\$ 1,414	\$ -	\$ -	\$ -	\$ 1,414
Property Tax	-	-	113,343	-	-	113,343
State and Other Grant Revenue	-	-	-	7,500	73,353	80,853
Miscellaneous Income	-	435	-	72,259	27,619	100,313
Interest	106	494	23,490	(968)	58,786	81,908
Total Revenue	106	2,343	136,833	78,791	159,758	377,831
<b>EXPENDITURES</b>						
Program Expense	-	4,258	4,855	38,639	-	47,752
Capital Outlay	-	-	-	-	251,853	251,853
Total Expenditures	-	4,258	4,855	38,639	251,853	299,605
Excess (Deficiency) of Revenues Over (Under) Expenditures	106	(1,915)	131,978	40,152	(92,095)	78,226
<b>OTHER FINANCING SOURCES</b>						
Transfer	-	-	-	112,771	590,242	703,013
Net Change in Fund Balance	106	(1,915)	131,978	152,923	498,147	781,239
Fund Balance - July 1, 2023	3,704	18,438	737,083	(88,342)	280,786	951,669
Fund Balance - June 30, 2024	\$ 3,810	\$ 16,523	\$ 869,061	\$ 64,581	\$ 778,933	\$ 1,732,908

City of Essex Junction, Vermont  
STATEMENT OF REVENUE AND EXPENSES  
BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL  
WATER FUND  
June 30, 2024

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>OPERATING REVENUES</b>			
Water Sales - City	\$ 1,550,730	\$ 1,591,265	\$ 40,535
Water Sales - GF	-	3,114,519	3,114,519
Water Sales - Large Users	139,263	156,068	16,805
Penalties	5,000	8,041	3,041
Hook on Fees	7,000	5,300	(1,700)
Interest Earnings	800	3,347	2,547
Miscellaneous	<u>150</u>	<u>278</u>	<u>128</u>
 Total Operating Revenues	 <u>1,702,943</u>	 <u>4,878,818</u>	 <u>3,175,875</u>
 <b>OPERATING EXPENSES</b>			
Salaries - Regular	143,158	133,251	9,907
Salaries - Overtime	19,970	7,359	12,611
Salaries - Part time	-	3,180	(3,180)
Social security	12,717	10,538	2,179
Act 76 Childcare Tax	-	16	(16)
Unemployment insurance	135	104	31
Workers compensation insurance	7,200	10,349	(3,149)
Health insurance	84,631	72,180	12,451
Retirement	14,778	28,400	(13,622)
Liability and property insurance	6,300	2,925	3,375
Safety Supplies	3,000	-	3,000
Supplies	7,000	5,797	1,203
Telephone	2,500	2,322	178
Postage	3,500	3,068	432
Gas, oil and grease	3,000	2,178	822
Meters and parts	6,000	28,291	(22,291)
Computer expenses	3,700	3,512	188
Water and sewer charges	200	153	47
Training and conferences	3,000	560	2,440
Electrical services	1,400	1,020	380
Heat	3,000	2,798	202
Maintenance	4,000	10,517	(6,517)
Water line maintenance - breaks	20,000	9,899	10,101
Uniforms and boots	1,755	1,740	15

City of Essex Junction, Vermont  
**STATEMENT OF REVENUE AND EXPENSES**  
**BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL**  
**WATER FUND**  
June 30, 2024

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>OPERATING EXPENSES (CONTINUED)</b>			
Contracted services	184,005	184,005	-
Other professional services	1,000	3,907	(2,907)
Audit services	4,806	5,698	(892)
Right of way agreements	150	100	50
Water purchases - City	631,688	658,943	(27,255)
Water purchases - GF	-	3,100,179	(3,100,179)
Printing and advertising	2,500	1,766	734
Accident claims	1,000	-	1,000
Machinery & Equipment	7,000	1,675	5,325
Transfer to capital reserve	460,000	460,000	-
Interest on long term debt	59,850	-	59,850
Capital outlay	<u>-</u>	<u>14,703</u>	<u>(14,703)</u>
 Total Operating Expenses	 <u>1,702,943</u>	 <u>4,771,133</u>	 <u>(3,068,190)</u>
 Operating Income	 <u>\$ -</u>	 <u>\$ 107,685</u>	 <u>\$ 107,685</u>

**RECONCILIATION OF BUDGETARY  
BASIS TO GAAP BASIS**

Change in Net Position - Budgetary Basis	<u>\$ 107,685</u>
Adjustments for non-budget:	
Bond Interest	(130,470)
Capital Contributions	460,000
Depreciation	<u>(50,014)</u>
Change in Net Position - GAAP Basis	<u>\$ 387,201</u>

City of Essex Junction, Vermont  
STATEMENT OF REVENUE AND EXPENSES  
BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL  
SANITATION FUND  
June 30, 2024

	Budget	Actual	Variance Favorable (Unfavorable)
<b>OPERATING REVENUES</b>			
Sanitation billing	\$ 778,137	\$ 836,030	\$ 57,893
Sanitation penalty	3,000	4,305	1,305
Essex pump station fees	33,125	35,399	2,274
Two party agreement revenue	15,000	15,000	-
Hook on fees	30,000	131,550	101,550
Allocation Fees	-	8,960	8,960
Interest earnings	5,000	54,433	49,433
Miscellaneous	500	907	407
	<u>864,762</u>	<u>1,086,584</u>	<u>221,822</u>
Total Operating Revenues			
<b>OPERATING EXPENSES</b>			
Salaries - Regular	126,885	128,119	(1,234)
Salaries - Overtime	19,369	14,553	4,816
Salaries - Part time	-	3,180	(3,180)
Social security	11,792	10,803	989
Act 76 Childcare Tax	-	21	(21)
Unemployment insurance	135	87	48
Workers compensation insurance	6,100	9,464	(3,364)
Health insurance	40,894	35,902	4,992
Retirement	13,798	28,441	(14,643)
Liability and property insurance	5,700	2,462	3,238
Insurance Deductibles	1,000	1,000	-
Safety Supplies	3,000	-	3,000
Supplies	1,000	625	375
Tech Subs & Licenses	750	4,314	(3,564)
Postage	5,750	6,229	(479)
Printing and Binding	1,500	95	1,405
Gas, oil and grease	4,500	5,341	(841)
Computer expenses	3,000	-	3,000
Water and sewer charges	500	403	97
Training and conferences	4,500	-	4,500
Electrical services	13,000	15,867	(2,867)
Heating/natural gas	2,000	1,331	669

City of Essex Junction, Vermont  
STATEMENT OF REVENUE AND EXPENSES  
BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL  
SANITATION FUND  
June 30, 2024

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>OPERATING EXPENSES (continued)</b>			
Maintenance	2,000	-	2,000
Buildings & Grounds	6,000	2,579	3,421
Sanitation line maintenance	16,000	15,460	540
Meter Replacement Program	-	23,397	(23,397)
Pump station maintenance	-	978	(978)
Susie Wilson pump station costs	14,000	13,029	971
West St. pump station costs	15,000	17,969	(2,969)
Uniforms and boots	1,755	631	1,124
Contracted services	220,005	220,005	-
Right-Of-Way Agreements	1,800	1,988	(188)
Other professional services	13,000	12,057	943
Audit services	2,529	3,001	(472)
Machinery and Equipment	5,000	-	5,000
Capital reserve fund contributions	95,000	95,000	-
Capital outlay	-	75,065	(75,065)
	<u>657,262</u>	<u>749,396</u>	<u>(92,134)</u>
Total Operating Expenses			
	<u>657,262</u>	<u>749,396</u>	<u>(92,134)</u>
Operating Income	<u>\$ 207,500</u>	<u>\$ 337,188</u>	<u>\$ 129,688</u>

**RECONCILIATION OF BUDGETARY  
BASIS TO GAAP BASIS**

Change in Net Position - Budgetary Basis	\$ 337,188
Adjustments for non-budget:	
Admin Fee on ARRA Loan	(2,080)
RF1-157 Loan Admin Fee	(13,138)
Sale of WWTF Capacity	141,300
Capital Reserve Fund Transfer	95,000
Transfers from WWTF Fund for Debt	142,025
Transfer to WWTF for Upgrade	(293,698)
Depreciation	<u>(132,364)</u>
Change in Net Position - GAAP Basis	<u>\$ 274,233</u>

City of Essex Junction, Vermont  
STATEMENT OF REVENUE AND EXPENSES  
BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL  
WASTEWATER FUND  
June 30, 2024

	Budget	Actual	Variance Favorable (Unfavorable)
<b>OPERATING REVENUES</b>			
City user charges	\$ 964,646	\$ 1,016,895	\$ 52,249
City user penalties	3,500	5,327	1,827
Wastewater charge - Essex	746,504	746,504	-
Wastewater charge - Williston	1,095,511	1,095,511	-
Pump station maintenance fee	36,000	36,000	-
City septage discharge income	50,000	136,079	86,079
Shared septage revenue	20,000	61,313	41,313
City leachate revenues	500	2,366	1,866
Share leachate revenues	100	1,189	1,089
Interest Earnings	-	65,193	65,193
Miscellaneous	-	28,511	28,511
	<u>2,916,761</u>	<u>3,194,888</u>	<u>278,127</u>
Total Operating Revenues			
<b>OPERATING EXPENSES</b>			
Salaries - Regular	493,131	413,940	79,191
Salaries - Overtime	44,955	48,215	(3,260)
Salaries - Part-time	-	16,716	(16,716)
Social security	42,912	38,646	4,266
ACT 76 Childcare Tax	-	83	(83)
Workers comp insurance	25,400	29,771	(4,371)
Unemployment insurance	527	386	141
Health insurance	162,045	94,704	67,341
Retirement	46,817	94,554	(47,737)
Liability and property insurance	39,800	51,731	(11,931)
Supplies	12,000	8,313	3,687
Supplies - Laboratory	22,000	20,363	1,637
Chemicals	500,000	487,159	12,841
Safety	3,000	2,652	348
Gas, grease and oil	4,500	2,715	1,785
Tech Hardware and Software	6,396	-	6,396
Water and sewer charge	4,000	3,580	420
Training and conference	8,500	8,775	(275)
Techs, Subs and Licenses	3,000	38,336	(35,336)
Telephone services	12,675	16,383	(3,708)
Electrical service	170,000	169,424	576
Heating	25,650	18,985	6,665

City of Essex Junction, Vermont  
STATEMENT OF REVENUE AND EXPENSES  
BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL  
WASTEWATER FUND  
June 30, 2024

	Budget	Actual	Variance Favorable (Unfavorable)
<b>OPERATING EXPENSES (continued)</b>			
Maintenance - other	195,000	190,214	4,786
Rental of Equipment	1,500	2,212	(712)
Vehicles maintenance - travel	4,000	904	3,096
Buildings	3,000	19,927	(16,927)
Uniforms, boots, etc.	7,897	4,660	3,237
Contract laboratory services	40,000	4,091	35,909
Lab Testing	-	10,546	(10,546)
Contract services	106,003	92,003	14,000
Legal services	3,000	855	2,145
Grit Disposal	16,500	14,773	1,727
Sludge dewatering	190,000	217,538	(27,538)
Sludge management	255,000	283,731	(28,731)
Other professional services	12,000	24,212	(12,212)
Audit	4,553	5,401	(848)
WWTF Annual permit fee	11,000	10,610	390
Capital Outlay	-	65,782	(65,782)
Capital reserve fund contributions	<u>440,000</u>	<u>440,000</u>	<u>-</u>
 Total Operating Expenses	 <u>2,916,761</u>	 <u>2,952,890</u>	 <u>(36,129)</u>
 Operating Income	 <u>\$ -</u>	 <u>\$ 241,998</u>	 <u>\$ 241,998</u>

**RECONCILIATION OF BUDGETARY  
BASIS TO GAAP BASIS**

Change in Net Position - Budgetary Basis	\$ 241,998
Adjustments for non-budget:	
Bond Interest	(35,501)
Admin Fee on Bonds	(179,866)
Capital Reserve Fund Transfer	440,000
Town of Essex Bond Contribution	293,698
Town of Williston Bond Contribution	293,698
Essex Junction Debt Payment	293,698
Transfer to General Fund	(15,500)
Transfer to Sanitation Fund	(142,024)
Depreciation	<u>(981,868)</u>
 Change in Net Position - GAAP Basis	 <u>\$ 208,333</u>

City of Essex Junction, Vermont  
STATEMENT OF REVENUE AND EXPENSES  
BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL  
ESSEX JUNCTION RECREATION AND PARKS  
June 30, 2024

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>OPERATING REVENUES</b>			
Pool day admission	\$ 68,444	\$ 65,900	\$ (2,544)
Pool memberships	40,843	45,992	5,149
Swim lessons	49,052	38,515	(10,537)
Facility and field rental	18,379	22,236	3,857
Youth programs	250,040	299,255	49,215
Adult programs	146,320	164,399	18,079
Childcare - AS	1,369,027	1,592,856	223,829
Childcare- PS	438,868	317,838	(121,030)
Childcare- DC	618,635	684,076	65,441
Shared staffing contract	141,707	115,769	(25,938)
Special Accommoation	-	526	526
Memorial day parade	-	6,650	6,650
Interest earnings	-	40,302	40,302
Sponsorship	<u>38,850</u>	<u>3,100</u>	<u>(35,750)</u>
 Total Operating Revenues	 <u>3,180,165</u>	 <u>3,397,414</u>	 <u>217,249</u>
<b>OPERATING EXPENSES</b>			
Administration			
Salaries - Regular	-	(1,634)	1,634
Health insurance and other benefits	4,282	2,599	1,683
Social security	-	(146)	146
Workers compensation insurance	50,000	37,741	12,259
Retirement	-	(162)	162
Other professional services	4,500	1,815	2,685
Equipment rentals	2,135	6,953	(4,818)
Training, conferences, dues	9,500	8,447	1,053
Tech Subs, Licenses	-	19,656	(19,656)
Postage	7,103	4,032	3,071
Printing and advertising	10,500	8,866	1,634
Credit card processing fees	-	66,358	(66,358)
Supplies	-	4,483	(4,483)
Recreation Programs			
Salaries - Regular	53,745	56,425	(2,680)
Salaries- Part-time	30,968	16,982	13,986
Social security	6,507	5,589	918
Health insurance and other benefits	350	-	350

City of Essex Junction, Vermont  
STATEMENT OF REVENUE AND EXPENSES  
BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL  
ESSEX JUNCTION RECREATION AND PARKS  
June 30, 2024

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>OPERATING EXPENSES (continued)</b>			
Retirement	4,434	4,821	(387)
Act 76 Childcare Tax	-	12	(12)
Insurance	25,158	350	24,808
Other professional services	329,262	372,076	(42,814)
Water and sewer charges	800	1,104	(304)
Maintenance- buildings/grounds	1,300	-	1,300
Equipment rentals	2,000	(2,365)	4,365
Training, conferences, dues	6,784	4,989	1,795
Communications	-	660	(660)
Supplies	34,761	37,075	(2,314)
Memorial Day parade	-	11,602	(11,602)
After School Care			
Salaries - Regular	561,969	413,774	148,195
Salaries- Part-time	379,133	516,141	(137,008)
Overtime wages	-	2,863	(2,863)
Health insurance and other benefits	139,285	102,150	37,135
Social security	72,289	71,926	363
Retirement	43,846	137,927	(94,081)
Act 76 Childcare Tax	-	54	(54)
Other professional services	51,917	50,379	1,538
Training, conferences, dues	25,045	25,936	(891)
Telephone	7,920	11,083	(3,163)
Travel	20,100	8,817	11,283
Supplies	57,792	81,993	(24,201)
Gas, grease, oil	5,500	1,164	4,336
Vehicle purchases	17,506	-	17,506
Preschool			
Salaries- Regular	249,948	253,034	(3,086)
Salaries- Part-time	12,186	11,987	199
Salaries - Overtime	-	759	(759)
Health insurance and other benefits	128,672	84,036	44,636
Social security	20,187	21,044	(857)
Retirement	23,098	24,030	(932)
Act 76 Childcare Tax	-	38	(38)
Other professional services	3,114	121,016	(117,902)
Buildings & Grounds	-	640	(640)

City of Essex Junction, Vermont  
STATEMENT OF REVENUE AND EXPENSES  
BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL  
ESSEX JUNCTION RECREATION AND PARKS  
June 30, 2024

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>OPERATING EXPENSES (continued)</b>			
Rental Vehicles/Equipment	-	713	(713)
Communications	-	335	(335)
Training, conferences, dues	7,500	5,932	1,568
Travel	1,728	-	1,728
Supplies	4,500	37,798	(33,298)
Summer Day Camps			
Salaries- Regular	73,501	49,958	23,543
Salaries- Part-time	355,071	384,337	(29,266)
Salaries - Overtime	-	19,624	(19,624)
Social security	32,786	33,865	(1,079)
Act 76 Childcare Tax	-	491	(491)
Other professional services	64,585	57,570	7,015
Travel	34,300	34,892	(592)
Supplies	26,692	89,968	(63,276)
Pool			
Salaries- Part-time	108,972	104,242	4,730
Social security	8,336	7,975	361
Maintenance- buildings/grounds	29,189	43,625	(14,436)
Supplies	4,362	4,186	176
Act 76 Childcare Tax	-	88	(88)
Other professional services	5,080	779	4,301
Parks & Facilities	-	2	(2)
Salaries- Part-time	7,922	2,835	5,087
Social security	606	217	389
Act 76 Childcare Tax			
Other professional services	9,000	17,743	(8,743)
Equipment rental	13,800	10,830	2,970
Training, conferences, dues	4,000	4,647	(647)
Communications	1,320	1,320	-
Parks and facilities supplies	-	22,195	(22,195)
	<u>3,196,846</u>	<u>3,545,286</u>	<u>(348,440)</u>
Total Operating Expenses			
	<u>3,196,846</u>	<u>3,545,286</u>	<u>(348,440)</u>
Operating loss	<u>\$ (16,681)</u>	<u>\$ (147,872)</u>	<u>\$ (131,191)</u>

City of Essex Junction, Vermont  
STATEMENT OF REVENUE AND EXPENSES  
BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL  
ESSEX JUNCTION RECREATION AND PARKS  
June 30, 2024

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>RECONCILIATION OF BUDGETARY BASIS TO GAAP BASIS</b>			
Change in Net Position - Budgetary Basis		\$ (147,872)	
Adjustments for non-budget:			
Federal Grant Revenue		113,071	
State and Other Grant Revenue		329,785	
Depreciation		<u>(19,316)</u>	
Change in Net Position - GAAP Basis		<u><u>\$ 275,668</u></u>	

City of Essex Junction, Vermont

ADDITIONAL REPORTS REQUIRED BY  
THE SINGLE AUDIT ACT

June 30, 2024

**City of Essex Junction, Vermont**  
**Schedule of Expenditures of Federal Awards**  
**For the Year Ended June 30, 2024**

<i><b>Award Information</b></i>	<i><b>AL/other #</b></i>	<i><b>Pass-Through Entity Name</b></i>	<i><b>Pass-Through Entity #</b></i>	<i><b>Federal Expenditures (\$)</b></i>
<b>477 Cluster-Cluster</b>				
Department of Health and Human Services				
Child Care and Development Block Grant(477 Cluster)				
Child Care and Development Block Grant(477 Cluster)	93.575	Vermont Agency of Human Services	03440-33983-24	\$ 526
Child Care and Development Block Grant(477 Cluster)	93.575	Vermont Agency of Human Services	2101VTCDC6	21,750
Total Child Care and Development Block Grant(477 Cluster)				22,276
Total Department of Health and Human Services				22,276
<b>Total 477 Cluster-Cluster</b>				22,276
<b>Other Programs (Treated individually for major program determination)</b>				
United States Department of Agriculture				
Cooperative Forestry Assistance				
Cooperative Forestry Assistance	10.664	Vermont Dept of Forests, Parks and Recreation	06130-UCF-GUF-24-01	1,585
Total Cooperative Forestry Assistance				1,585
Total United States Department of Agriculture				1,585
Department of Transportation				
Highway Planning and Construction				
Highway Planning and Construction	20.205	State of VT, Agency of Transportation	Essex Junction STP 5300(13)--CA0315	4,005,057
Total Highway Planning and Construction				4,005,057
Total Department of Transportation				4,005,057
Department of the Treasury				
Coronavirus State and Local Fiscal Recovery Funds (Alternative Compliance Examination)				
Coronavirus State and Local Fiscal Recovery Funds (Alternative Compliance Examination)	21.027			2,807,831
Total Coronavirus State and Local Fiscal Recovery Funds (Alternative Compliance Examination)				2,807,831
Total Department of the Treasury				2,807,831
National Endowment for the Humanities				
Grants to States				
Grants to States	45.310	State of VT, Dept of Libraries	01130.LSTA22.COURIER.FY24.014	636
Total Grants to States				636
Total National Endowment for the Humanities				636
Department of Education				
Education Stabilization Fund				
Education Stabilization Fund	84.425	State of VT, Dept of Education		91,321
Total Education Stabilization Fund				91,321
Total Department of Education				91,321
Department of Homeland Security				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	State of VT, Dept of Homeland Security	Public Assistance--02140-84474-20	31,025
Total Disaster Grants - Public Assistance (Presidentially Declared Disasters)				31,025
Total Department of Homeland Security				31,025
<b>Total Other Programs (Treated individually for major program determination)</b>				6,937,455
<b>Total Expenditures of Federal Awards</b>				<b>\$ 6,959,731</b>

The accompanying notes are an integral part of this schedule

City of Essex Junction, Vermont  
SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS  
For the Year Ended June 30, 2024

NOTE A BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal award activity of the City of Essex Junction, Vermont under programs of the federal government for the year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City of Essex Junction, Vermont.

NOTE B SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(2) The City of Essex Junction, Vermont has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance because no indirect costs were allowed under the federal awards.



**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

**INDEPENDENT AUDITOR'S REPORT ON  
INTERNAL CONTROL OVER FINANCIAL REPORTING AND  
ON COMPLIANCE AND OTHER MATTERS BASED ON AN  
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the City Council  
City of Essex Junction, Vermont  
Essex Junction, Vermont

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Essex Junction, Vermont, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise City of Essex Junction, Vermont's basic financial statements, and have issued our report thereon dated January 20, 2025.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered City of Essex Junction, Vermont's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Essex Junction, Vermont's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Essex Junction, Vermont's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

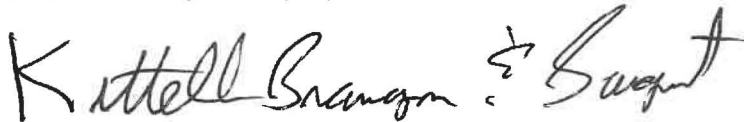
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether City of Essex Junction, Vermont's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Kaitell Brannon" followed by a stylized flourish or second name that appears to be "Sargent".

St. Albans, Vermont  
January 20, 2025



**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the City Council  
City of Essex Junction, Vermont  
Essex Junction, Vermont

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited City of Essex Junction, Vermont's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City of Essex Junction, Vermont's major federal programs for the year ended June 30, 2024. City of Essex Junction, Vermont's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Essex Junction, Vermont complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Essex Junction, Vermont and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City of Essex Junction, Vermont's compliance with the compliance requirements referred to above.

### ***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City of Essex Junction, Vermont's federal programs

### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of Essex Junction, Vermont's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City of Essex Junction, Vermont's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Essex Junction, Vermont's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Essex Junction, Vermont's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City of Essex Junction, Vermont's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

## Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "Kittell Brannagan" followed by a stylized flourish or second name.

St. Albans, Vermont  
January 20, 2025

City of Essex Junction, Vermont  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
June 30, 2024

**A. SUMMARY OF AUDIT RESULTS**

1. The auditor's report expresses an unmodified opinion on the financial statements City of Essex Junction, Vermont .
2. There were no significant deficiencies disclosed during the audit of the financial statements.
3. No instances of noncompliance material to the financial statements of City of Essex Junction, Vermont were disclosed during the audit.
4. There were no significant deficiencies disclosed during the audit of the major federal award programs.
5. The auditor's report on compliance for the major federal award programs for City of Essex Junction, Vermont expresses an unmodified opinion.
6. There were no audit findings relative to the major federal award programs for City of Essex Junction, Vermont.
7. The programs tested as major programs were:  

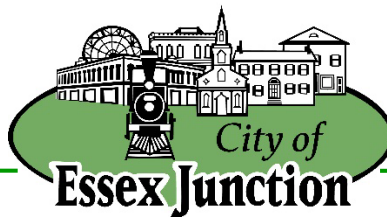
AL #21.027                      Coronavirus State and Local Fiscal Recovery Funds
8. The threshold for distinguishing Types A and B programs was \$750,000.
9. City of Essex Junction, Vermont was not determined to be a low-risk auditee.

**B. FINDINGS – FINANCIAL STATEMENTS AUDIT**

- There were no findings related to the financial statements audit.

**C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT**

- There were no findings or questioned costs related to the major federal award programs.



## MEMORANDUM

**To:** City Council

**From:** Regina Mahony, City Manager

**Meeting Date:** March 12, 2025

**Subject:** Discussion and Consideration of the Brownell Trustees and City Council Memorandum of Understanding

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**Issue:** To define roles and responsibilities between the City Council and the Library Trustees.

### Discussion:

The Council President and Vice President, Trustees Chair and Vice Chair, and City Manager have been working together to draft this MOU to define roles and responsibilities between the City Council and the Library Trustees regarding the Brownell Library.

The attached draft MOU includes a preamble that explains the purpose of this MOU. The overriding principle is ongoing collaboration between the Library Trustees and the City Council.

The Library Trustees approved this draft at their February meeting.

**Cost:** None

### Recommendation:

I recommend that the Council approve the Memorandum of Understanding by and between the City of Essex Junction City Council and the Brownell Library Board of Trustees as presented.

### Recommended Motion:

I move that the City Council approve the Memorandum of Understanding by and between the City of Essex Junction City Council and the Brownell Library Board of Trustees as presented.

### Attachments:

DRAFT Memorandum of Understanding by and between the City of Essex Junction City Council and the Brownell Library Board of Trustees

# DRAFT PROPOSAL

## Memorandum of Understanding By and between the City of Essex Junction City Council and the Brownell Library Board of Trustees

### Preamble

The following Memorandum of Understanding is established to define the roles and responsibilities between the City of Essex Junction City Council ("City Council") and the Brownell Library Board of Trustees ("Library Trustees") regarding the Brownell Library ("Library"). The intent is to clarify the interaction between the VT state statutes, including changes made in Act 150 of the 2024 Legislative session, and the City Charter and Personnel Regulations.

The role of the Library Trustees is significant regarding the operations of the Library, as it is unlike any other City Department. Therefore, it is helpful to define the unique roles and responsibilities of the Trustees and how they differ from those of other City departments and operations. The overriding principle is ongoing collaboration between the Library Trustees and the City Council. Both the Library Trustees and the City Council are committed to fostering an environment of mutual respect, collaboration, and shared responsibility.

The Library is a City Department, employees are City employees, and the Building is owned by the City. As such, the City will provide financial, administrative, legal, building and grounds maintenance and human resources services, support and functions as are currently in place at the signing of the MOU. The Library personnel shall follow the City Purchasing Policy for purchases made for the Library.

### Type of Library

The Essex Junction voters accepted the charitable gift of both the land and building as described in the deed from Samuel A. Brownell dated May 15, 1925; and the Library is a public library pursuant to Vermont statute, because it is open to the public.

General Vermont Law has two types of libraries:

1) Incorporated Public Libraries (*see, 22 VSA 101 et. seq.*). These are essentially non-profit corporations that work in conjunction with a municipality and in exchange (for funding) agree to adhere to the statutes that govern the open meeting/public records law; audits; etc.

2) Municipal Libraries (*see, 22 VSA 141 et. seq.*). These libraries are part of a municipal corporation. These libraries are subject to all laws that apply to municipal entities. The trustees are always elected or appointed by the municipality and have broad discretion over the operation of the library. The municipality must fund the library (subject to reasonable limits) as set forth by the Vermont Supreme Court in *Hartford Library Trustees v. Town of Hartford*, 174 Vt. 598 (2002).

The Brownell Library is essentially a hybrid incorporated/municipal library since one-half (five people) of the members of the Library Trustees are elected by the City residents as defined in Section 301 of the City Charter, and one-half (five people) of the members are self-perpetuating "permanent" Library Trustees as defined in Section 705 of the City Charter. In reference to the permanent members, the Brownell Trust agreement dated May 25, 1925, states "which said board of library trustees shall be perpetual with power to fill any vacancy therein caused by death, resignation or otherwise."

The Brownell Trust agreement dated May 25, 1925 governs the functions of the appointed Library Trustees; however the City Charter as it applies to "financial and personnel policies" controls and overrides the Brownell Trust agreement of 1925 based on this sentence from Section 705 of the City Charter: **"Notwithstanding the forgoing**, the Library is required to follow all financial and personnel policies adopted by the City Council (emphasis added)."

Therefore, both elected and permanent Library Trustee members are subject to financial and personnel policies of the City including the Ethics Policy (as may be amended).

It is understood that any reference in historical documents to the "Village of Essex Junction" refers to the "City of Essex Junction", the "Unified Manager" refers to the "City Manager", and "Village Trustees" refer to "City Councilors."

The Library Trustees are a public body as defined by 1 VSA § 310.

### **Setting Library Policy**

In accordance with § 705 of the City Charter, the Library Trustees shall have the authority to establish any new policy for the operation of the Library or repeal or replace any existing policy and shall otherwise act in conformance with the Vermont statutes. Notwithstanding the forgoing, the Library is required to follow all financial and personnel policies adopted by the City Council.

22 V.S.A. § 143, states that the Library Trustees: "adopt bylaws, and policies governing the operation of the library."

It is agreed that there is no conflict between the City Charter and Vermont state statutes regarding Library operations; and therefore, the Library Trustees oversee the general operation of the Library except where the financial and personnel policies take precedence.

The Library Trustees will work with the Library Director to set policies that are in the best interests of the residents of the City and that are in compliance with all State and Federal laws and regulations.

The Library Trustees will set Library hours.

The operation of the Library shall be supervised by the Library Trustees. The Library Trustees shall adopt bylaws, establish Library policies, and receive, control and manage property that shall come into the hands of the City for the benefit of the Library or the Library directly by gift, purchase, devise or bequest.

When there is a vacancy of an elected Library Trustee, the City Council will appoint a person to fill that vacancy until an election is had pursuant to 24 VSA § 963, and the Brownell Trustees' Bylaws. The Council will endeavor to fill the vacancy as soon as practicable. The Library Trustees will provide the City Council with a list of skills needed by the Library Trustees to aid them as they recruit and appoint new Library Trustees. When a vacancy occurs among the permanent Trustees, the permanent Trustees will endeavor to fill the vacancy as soon as practicable.

The Library Trustees shall maintain a Library material selection policy and procedures for the reconsideration and retention of Library materials that comply with the First Amendment to the US Constitution, the Civil Rights Act of 1964, and State Laws prohibiting discrimination in places of public accommodation and that reflect Vermont's diverse people and history. The Library may adopt as its policy a model policy adopted by the Department of Libraries as allowed by 22 VSA § 69.

### **Library Closures**

The City's General Rules and Personnel Regulations (title of the personnel policy) currently states: "214. CLOSING A VILLAGE DEPARTMENT. The Unified Manager may close a Village Department (including the Library) due to inclement weather, safety, employee funeral, etc. The Village Trustees shall be notified of all such decisions. If the Unified Manager closes a Village Department, employees shall receive full pay during normal working hours." Therefore, the Library Trustees are not currently authorized to close the library.

The City Council agrees to amend the General Rules and Personnel Regulations to read: "214. CLOSING A CITY DEPARTMENT. The City Manager may close a City Department (including except for the Library) due to inclement weather, safety, employee funeral, etc. The City Council shall be notified of all such decisions. If the City Manager closes a City Department, employees shall receive full pay during normal working hours. The Library Trustees, in coordination with the Library Director, have the authority to close the Library due to inclement weather, safety, employee funeral, etc. If the Library Trustees close the Library, Library employees shall receive full pay during normal working hours".

### **Budget Development**

Annually the City Council will provide guidance to all City Departments regarding overall budget parameters, which may include, but not be limited to, work plans and a set percentage increase or decrease. The Library Trustees shall annually recommend to the City an amount of support to be sought from the voters at the Annual Meeting for the operation of the Library in the next

fiscal year by submitting annually an Operating Budget for the Library and the building. The Library Trustees and the Library Director will present their budget to the City Manager and Finance Director. The City Manager will then present the budget to the City Council, and the Council will engage the Library Trustees and the Library Director to understand the proposed budget. The City Council shall make the final decision as to the amount of support to be recommended to the voters at the Annual Meeting.

Any Library fundraising or donations by the Library Foundation or other like group will supplement funding from the City's General Fund rather than supplant it and cannot be used for any non-library purposes.

The Library Trustees will work with the Library Director to make changes within established annual budget line items as needs change throughout the year, within the context of the budget adopted by the voters.

### **Promoting Library Use**

The Library Trustees will develop a 5-year Strategic Plan for the Library in collaboration with the Library Director and Library staff.

The Library Trustees will serve as representatives of all City residents and will advocate for a library that meets the community's current and future needs. This may include but not be limited to communicating with the community and the City Council in person as well as through letters, social media and print about the budget needs that the Library deems necessary to continue to meet the community's current and future needs.

### **Library Director and Personnel**

In accordance with 22 V.S.A. § 143 (c) "The board may appoint a director for the efficient administration and conduct of the library. A library director shall be under the supervision and control of the library board of trustees, unless the employee relationship is otherwise specified in the municipality's charter or by written agreement between the legislative body of the municipality and the trustees."

In accordance with § 602 (b) of the City Charter, "the Manager shall appoint and, when the Manager deems it necessary for the good of the service, suspend or remove all City of Essex Junction employees, including the Treasurer, and other employees provided for by or under this charter for cause, except as otherwise provided by law, this charter, collective bargaining unit contracts, or personnel rules adopted pursuant to this charter."

It is agreed that the Library Director and Library staff are employees of the City and are under the supervision of the City Manager. The Library Director shall be hired by the City Manager with the advice and consent of a majority of the Library Trustees. The City Charter allows for the

City Manager to suspend or remove any City employee, subject to the applicable due process. This includes Library staff. Compensation for the Library Director shall be set by the City Manager and shall be consistent with the City's Pay and Classification system. An annual evaluation of the Library Director shall be completed by the City Manager in consultation with the Library Trustees.

### **Library Trustees**

It is agreed that both elected and permanent Library Trustees are eligible for the City's Stipend Program, the costs of which will be included in the Library budget.

### **Buildings and Grounds**

The City shall be responsible for repairing and making necessary improvements to the physical structure and grounds of the Library Building. Input from the Library Director and Trustees will be considered in prioritizing repairs and initiating improvements.

### **Legal Support**

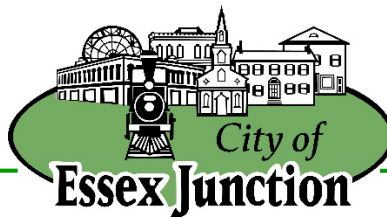
The City shall provide to the Library support on legal matters concerning questions, claims or suits involving property, casualty, liability and personnel issues. Requests for legal advice or opinions should be brought to the attention of the City Manager by the Library Director or Library Trustees. The Manager's Office shall also be made aware of, as soon as practically possible, any lawsuits filed against the Library, Library personnel or Trustees except personal civil suits unrelated to the Library or its operations.

### **Risk Management**

The City shall provide property and liability insurance as it does for all other buildings and Departments.

It is agreed that this MOU will be reviewed by both entities periodically, and at the request of either entity, and changes and/or additions will be included as warranted. Further, the City Council and Library Trustees shall meet at least annually to coordinate and check-in.

[Include date and signatures when have a final draft]



## MEMORANDUM

**To:** City Council

**From:** Regina Mahony, City Manager

**Meeting Date:** 3/12/2025

**Subject:** Discussion and Consideration of Global Foundries' Solar Project

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**Issue:** Global Foundries is preparing to submit a Certificate of Public Good Petition to the state Public Utility Commission (PUC) for a solar project. The City Council and Planning Commission may provide comments to the Public Utilities Commission if they so choose.

### **Discussion:**

Encore Renewable Energy is the solar developer which is proposing to develop and build the project. They submitted the 45 day Advanced Notice for this 3 MW solar array to be known as the "Essex C Parking Lot Solar Project" (Project). This is attached and includes the details of the project.

The scope of studies needed to compile the full Certificate of Public Good Petitions are still being worked on, but this can be a helpful time for the petitioners to hear any questions or comments that the Council might have. Encore is attending the meeting to introduce the project and answer any questions the City Council may have. The Planning Commission received the same presentation and discussion opportunity at their meeting on March 6, 2025.

**Cost:** None

### **Recommendation:**

No formal action is needed by the Council. However, if the Council chooses you may submit comments to the PUC.

### **Recommended Motion:**

If the Council chooses to submit comments to the PUC, here is a suggested motion:

"I move that the Council authorize the City Manager to write a letter to the PUC with comments as discussed."

### **Attachments:**

Essex C Parking Lot Solar, LLC's 45-Day Notice



January 29, 2025

City of Essex Junction City Council  
City of Essex Junction Planning Commission  
Chittenden County Regional Planning Commission  
ePUC Statutory Entities  
Adjoining Landowners  
Host Landowner

Re: Section 248 Permitting Process; **Essex C Parking Lot Solar, LLC's 45-Day Notice to Persons and Entities Entitled to Notice Pursuant to Public Utility Commission Rule 5.402(A), for a Proposed 3 MW Solar Array off Robinson Pkwy in Essex Junction, Vermont.**

To whom it may concern:

Essex C Parking Lot Solar, LLC (Petitioner), is pleased to provide you with this 45-Day notice in advance of filing a petition for a Certificate of Public Good with the Vermont Public Utility Commission ("Commission" or "PUC"), for a 3 MW solar array to be known as the "Essex C Parking Lot Solar Project" (Project). The Petitioner proposes to construct the Project on GlobalFoundries property located off Robinson Parkway in Essex Junction, Vermont (Site). This notice is provided in accordance with 30 VSA § 248, Vermont Statutes Annotated (Section 248), and Commission Rule 5.402.

Pursuant to Commission Rule 5.402, the following letter includes information sufficient to understand the overall Project, including the facility's location, a Project description, site plan, description of how the Petitioner plans to transport equipment and materials to the Site, and a preliminary identification and analysis of potential aesthetic and environmental impacts. This letter also describes the rights of the noticed parties to comment on the Project plans and participate in the Section 248 review process.

This letter contains descriptions of the following:

- I. 30 V.S.A. § 248 Process Information
- II. Project Description
- III. Site Selection
- IV. Site Location and Project Boundaries
- V. Construction and Transportation
- VI. Preliminary Assessment of Environmental and Aesthetic Impacts
- VII. Project Benefits
- VIII. Expected Filing Date

Included as attachments to this letter are:

- I. Location Map / Preliminary Site Plan
- II. Preliminary Natural Resources Map

### III. Representative Equipment Specifications

#### **I. 30 V.S.A. Section 248 Petition and Notice**

The state permitting process for electric generation facilities, PUC Rule 5.402, requires the Petitioner to provide notice to certain entities and persons identified in that rule 45-days prior to a formal filing with the PUC. These notices include:

Each planning commission has the right under 30 V.S.A. § 248(f)(1)(C) to submit recommendations to the Petitioner within 40 days of the Petitioner's submittal to the planning commissions. Each municipal and regional planning commission has the right under 30 V.S.A. § 248(f)(1)(A) to convene a public hearing on the proposed petition.

The Petitioner's application to the Commission must address any written comments provided to the Petitioner in response to the 45-day advance submission that are related to the Section 248(b) criteria and any oral comments related to those criteria made at a public hearing conducted pursuant to 30 V.S.A. § 248(f)(1)(A).

Under 30 V.S.A. § 248(f)(1)(D), each planning commission has the right to make recommendations to the Commission after a petition is filed. The Commission will give due consideration to any such recommendations. Recommendations made to the Commission pursuant to this subsection, or the lack of such recommendations, shall not preclude municipal and regional planning commissions and municipal legislative bodies from exercising their right to appear as parties pursuant to 30 V.S.A. § 248(a)(4)(G)-(I).

**Please send all recommendations during this 45-Day notice period to:**

Vermont Public Utility Commission  
c/o Clerk of the Commission  
112 State Street  
Montpelier, VT 05620-2701

AND

Encore Renewable Energy  
Attn: Jake Clark  
50 Lakeside Avenue, #110  
Burlington, VT 05401  
Tel: (802) 861-3023  
[jake@encorerenewableenergy.com](mailto:jake@encorerenewableenergy.com)

For additional information regarding this process, including the Public's right to participate in the Public Utility Commission proceeding, please refer to the "Public Participation and Intervention in Proceedings Before the Public Utility Commission," found on the Commission's website at

<https://puc.vermont.gov/document/public-participation-and-intervention-proceedings-public-utility-commission>.

Because the Petitioner plans to file the petition under Section 248, please see the Commission's Section 248 procedures document, found on the Commission's website at <https://puc.vermont.gov/document/section-248-procedures>.

## **II. Project Description**

The Petitioner is proposing a 3 MW solar project on GlobalFoundries property located off Robinson Parkway in Essex Junction, Vermont, on tax parcel ID 2002008000. The array will occupy roughly 11 acres of the greater 228-acre parcel. The electricity generated by this Project will flow to the GlobalFoundries Power (GF Power) electric grid.

The Site location, array footprint, and approximate property boundaries are shown in the preliminary site plan attached as Exhibit 1. Robinson Parkway, a privately-owned road, wraps around the west, south and east of the Project Site; the Project is set back approximately 50 feet from this road. In summary, the Project will consist of:

- Approximately 6,096 solar panels installed on ground-mounted racking systems across roughly 11 acres of the Site:
  - Coated with non-reflective glazing;
  - Approximately 10-15 feet off the ground at their highest point.
  - Modules are to be mounted on fixed tilt racking systems with rows running east-west.
- A network of string inverters dispersed across the array connected with underground cables installed in protective conduit;
- A 3000 kVA pad-mounted transformer;
- A 7-8 ft agricultural style perimeter fence;
- Temporary staging area for delivery and short-term storage of materials;
- Interconnection directly into the proximate building on the GlobalFoundries campus; and
- Using GlobalFoundries' existing road infrastructure to access the Project.

## **III. Site Selection**

This Site was selected because of the Site's proximity to substation infrastructure, access to transmission infrastructure, even topography, and limited environmental impacts.

The Petitioner worked with its consultants to configure the Project in a way that would maximize the potential energy generation benefits while minimizing environmental and aesthetic impacts. The Petitioner will continue working with all stakeholders prior to filing the CPG petition and thereafter to address any concerns.

#### **IV. Construction & Transportation**

The Petitioner proposes to deliver materials for the Project using trucks and state and local roads, which are accustomed to the type of traffic representative of the proposed daily delivery of materials. Deliveries will be made to a temporary construction staging area on the Site. The majority of transportation activity will occur during the construction phase, which would last between three and five months.

The Project is not expected to require oversize or overweight deliveries. Access to and from the Site will be restricted by perimeter fencing in order to secure the Site and prevent the public from entering the facility. All equipment associated with the Project will be installed in accordance with all applicable regulations and electrical codes.

#### **V. Preliminary Impact Assessment**

##### **i. Aesthetics**

In preparation for this 45-Day Notice, the Petitioner engaged T.J. Boyle Associates of Burlington, Vermont to perform a preliminary review of potential aesthetic impacts resulting from the Project. The Project is proposed within an existing parking lot on the GlobalFoundries property in Essex Junction, Vermont. Views of the proposed array structures will mainly be from nearby portions of Robinson Parkway, a privately-owned road that wraps around the west, south and east of the Project. In addition to the large industrial buildings immediately north of the Project Site, existing vegetation and landform along the Winooski River and elsewhere around the GlobalFoundries property are expected to highly screen views of the array from all other surrounding areas, including views from US Route 2A and Maple Street (Vermont Route 117) in Essex Junction, and Redmond Road in Williston.

Overall, preliminary review from T.J. Boyle Associates indicates that the Project will be significantly screened from surrounding locations, will not require landscape mitigation measures, and will not result in undue impacts to the aesthetic and scenic and natural beauty of the area. In preparation for the CPG application for the Project, the Petitioner will continue to engage with T.J. Boyle Associates of Burlington, Vermont, to perform a review of potential aesthetic impacts resulting from the Project. The Petitioner will file the T.J. Boyle aesthetic report with the complete petition.

##### **ii. Environmental**

The Petitioner has engaged VHB, Inc. to perform preliminary due diligence as well as detailed natural resource assessments and delineations, including from both database and field surveys. The Petitioner will provide the results of VHB's studies in the submitted petition.

The Project is located within an existing parking lot, reducing the likelihood of encountering certain natural resources. Project design will also minimize the extent and

impact of infrastructure such as new or blocked access drives to the extent feasible. VHB's detailed natural resource assessments, and impact analyses (where applicable) will be completed for the natural environment criteria considered under Section 248 and as relevant to any necessary collateral environmental permitting. The Winooski River is near the existing parking lot, but the preliminary review of the Project Site did not identify any resources or buffers that could be adversely impacted in a manner that would prevent Project construction.

## **VI. Project Benefits**

The Project is being developed in cooperation with GF Power to provide locally generated renewable energy to GlobalFoundries. As its own electric utility, the Project will contribute to GlobalFoundries' achievement of the requirements under the Vermont Renewable Energy Standards by creating new, locally generated renewable energy. In addition, the Project will generate a new source of property tax revenue for the municipality.

## **VII. Conclusion**

The Project is not expected to result in undue adverse impacts to the applicable criteria. The Petitioner looks forward to submitting the full Section 248 petition package, which will contain all of the information required by the PUC to evaluate the merits of the Project for potential award of a Certificate of Public Good, and inform others of the Project's impacts and value.

The Petitioner intends to file a Section 248 Petition and supporting materials with the PUC soon after the expiration of the 45-day notice period, which is expected to be no sooner than March 14, 2025. This 45-day notice will expire after 1 year of its submission.

We look forward to receiving any input or suggestions you may have as we move through the Section 248 process. If you have any questions you may direct them to the Petitioner by phone at 802-861-3023 or by email at [jake@encorerenewableenergy.com](mailto:jake@encorerenewableenergy.com).

Sincerely,



Jake Clark  
VP of Project Development  
Encore Renewable Energy

Attachment 1 – Preliminary Site Plan

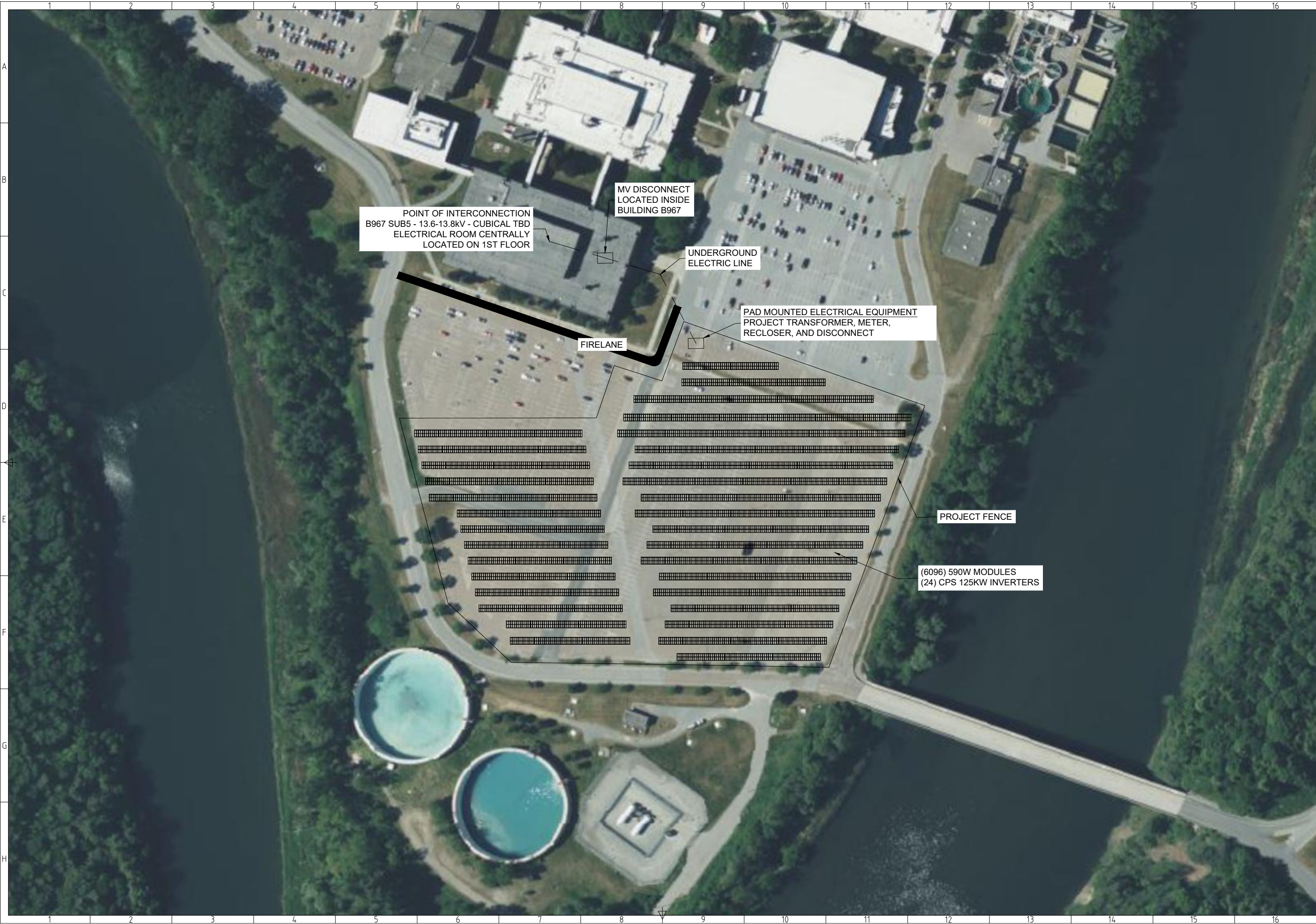
Attachment 2 – Preliminary Natural Resources Map

Attachment 3 – Representative Equipment Specifications

### **Attachment 1 – Preliminary Site Plan**

Essex C Parking Lot Solar, LLC's 45-Day Notice to Persons and Entities Entitled to Notice Pursuant to Public Utility Commission Rule 5.402(A), for a Proposed 3 MW Solar Array off Robinson Pkwy in Essex Junction, Vermont





POINT OF INTERCONNECTION  
B967 SUB5 - 13.6-13.8kV - CUBICAL TBD  
ELECTRICAL ROOM CENTRALLY  
LOCATED ON 1ST FLOOR

MV DISCONNECT  
LOCATED INSIDE  
BUILDING B967

UNDERGROUND  
ELECTRIC LINE

PAD MOUNTED ELECTRICAL EQUIPMENT  
PROJECT TRANSFORMER, METER,  
RECLOSER, AND DISCONNECT

FIRELANE

PROJECT FENCE

(6096) 590W MODULES  
(24) CPS 125KW INVERTERS

ENCORE RENEWABLE  
ENERGY  
50 LAKEVIEW AVE #110  
BURLINGTON, VT 05401  
802-861-3023  
ENCORE ECO



GLOBALFOUNDRIES, VT GROUP C  
3.00 MW AC GROUND MOUNT  
ESSEX JUNCTION, VT  
44.47533, -73.09859

REV	REVISION HISTORY	DATE
A	CCM	11/13/24
B	ISSUED FOR 45 DAY NOTICE	01/09/25
C	ISSUED FOR 45 DAY NOTICE	01/28/25

NOT FOR  
CONSTRUCTION

45 DAY  
NOTICE

LAYOUT

## **Attachment 2 – Natural Resources Map**

Essex C Parking Lot Solar, LLC's 45-Day Notice to Persons and Entities Entitled to Notice Pursuant to Public Utility Commission Rule 5.402(A), for a Proposed 3 MW Solar Array off Robinson Pkwy in Essex Junction, Vermont



Natural Resources Map - Global Foundries Group C

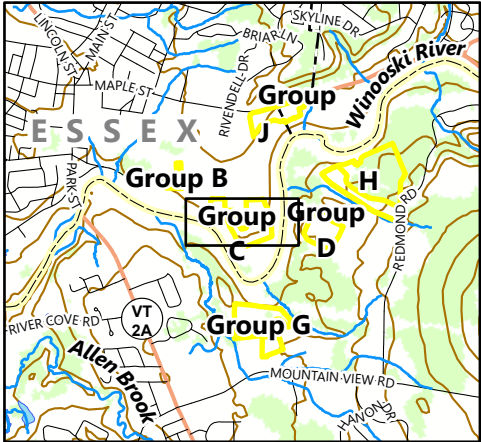
Global Foundries | Essex Town, VT



- |  |                                |  |
|--|--------------------------------|--|
| Culverts (VCGI)                        | Stream (ANR) (2)               | Bear Crossing (FWD) (0)                              |
| Study Area (VHB)                       | Waterbody (ANR) (0)            | AE/VCE Confirmed Vernal Pools (0)                    |
| Riparian Buffer (VHB) (1)              | VSWI (ANR) (2)                 | VT Rare, Threatened and Endangered Species (FWD) (0) |
| Delineated Waters (VHB) (1)            | Public Water Source (ANR) (0)  | VT Uncommon Species (FWD) (0)                        |
| Transmission Line Corridors (VCGI)     | Private Well (ANR) (4)         | Deer Wintering Areas (FWD) (2)                       |
| Existing Utility Pole - GMP/VEC (VCGI) | River Corridor (ANR)           | Town Boundary (VCGI)                                 |
| Parcel Boundary (VCGI) (7)             | 100 Year Flood Zone (FEMA) (3) | NRCS Soils (VCGI)                                    |
|  | Bear Feeding (FWD) (0)         |  |

(#) Count of feature visible within map extent.

Sources: Background Imagery by VCGI (2022) VCGI (Vermont Center for Geographic Information - Various Dates); ANR (Vermont Agency of Natural Resources - Various Dates); DFW (Vermont Department of Fish & Wildlife - Various Dates); VTrans (Vermont Department of Transportation - 2015); VHB - 2023.



**Notes:**  
Wetlands and waters delineations were performed by VHB on May 24, 2023.  
  
No wetlands were found during VHB field review therefore no DEC wetland review required.  
  
Delineations are subject to review and confirmation by US Army Corps of Engineers for jurisdiction.

Path: \\vhb.com\gis\proj\SBurlington\57818.00 Encore 500 kW Solar\gis\Project\Global\_Foundries\Global\_Foundries NR Phase 2.aprx

### **Attachment 3 – Representative Equipment Specifications**

Essex C Parking Lot Solar, LLC's 45-Day Notice to Persons and Entities Entitled to Notice Pursuant to Public Utility Commission Rule 5.402(A), for a Proposed 3 MW Solar Array off Robinson Pkwy in Essex Junction, Vermont



# RUNERGY

## TIER 1 HY-DH144N8 575-595W

**23.0%**

Max. Efficiency

**N-Type**

Bifacial & Dual Glass

**144 Pieces**

Half-Cell



### High Conversion Efficiency

Module efficiency up to 23.0% based on N-Type wafer and advanced N-Type cell technology



### Excellent Energy Yield

More power output in field operation due to better thermal behaviors, weak-light performance and bifaciality



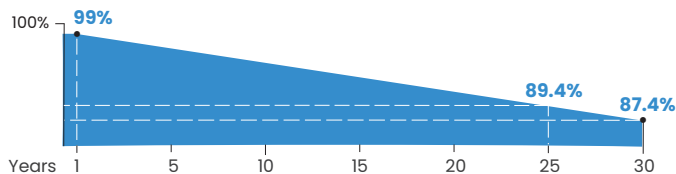
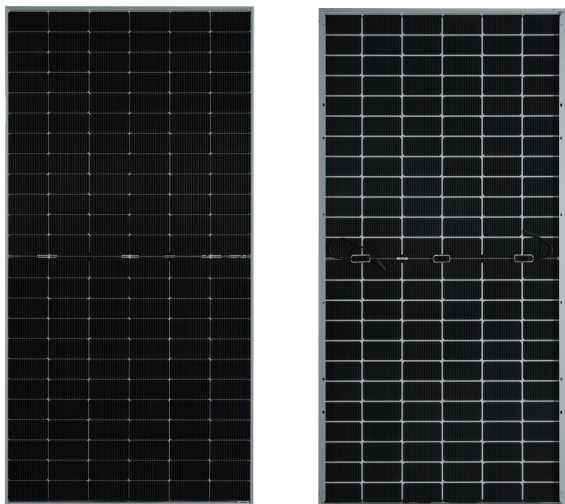
### Outstanding Anti-degradation

Unsusceptible to LID, LeTID and less annual degradation due to special characteristics of N-Type



### Quality Guarantee

High module quality ensures long-term reliability



Runergy N-Type Dual Glass Product Performance Warranty

- **12 Years** warranty for materials and workmanship
- **30 Years** warranty for extra linear power output
- 1st year < **1%**, annual degradation < **0.4%**

IEC61215 / IEC61730 / UL61730 / IEC61701 / IEC62716 / IEC60068 / ISO9001 / ISO14001 / ISO45001



Munich RE



www.runergy.com  
sales-inform@runergy.com

Unit: mm(inch)

Mechanical Parameters	
Solar Cell	Mono N-Type 182mm
No. of Cells	144 (6 × 24)
Dimensions	2278 × 1134 × 35mm(89.69× 44.65 × 1.38in.)
Weight	32.7kg(72.09lbs)
Junction Box	IP68 rated (3 bypass diodes)
Output Cable	4mm² (IEC), 12 AWG(UL) +400/-200mm (+15.75/-7.87in.) or customized
Connector	RY01 or similar
Front Cover	2.0mm (0.079in.)semi-tempered AR glass
Back Cover	2.0mm (0.079in.)semi-tempered glass
Container	31 pcs/Pallet, 558 pcs/40' HQ

Operating Parameters	
Max. System Voltage	DC 1500V (IEC/UL)
Operating Temperature	-40℃ ~ +85℃(-40°F ~ +185°F)
Max. Fuse Rating	30A
Frontside Max. Loading	5400Pa(112lb/ft²)
Backside Max. Loading	2400Pa(50lb/ft²)
Bifaciality	80%±10%
Fire Resistance	UL Type 29

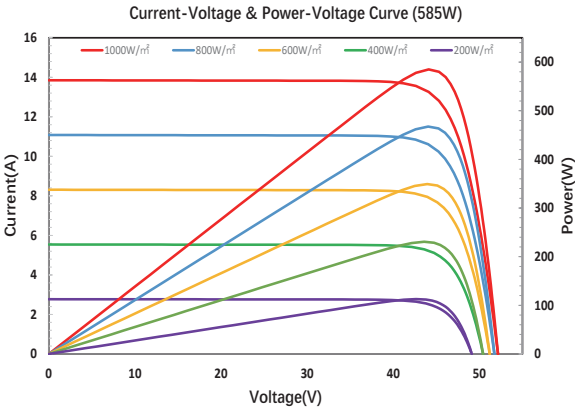
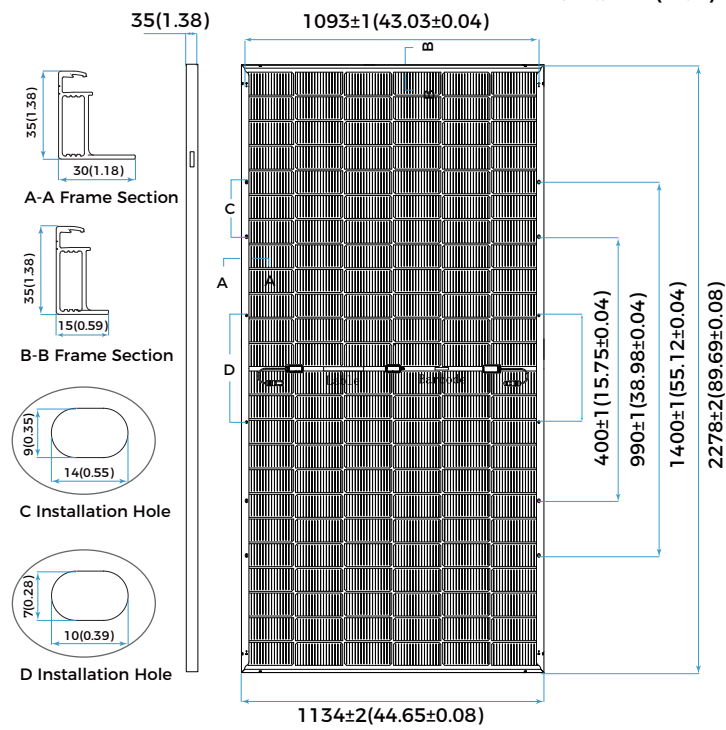
Electrical Characteristics - STC	Irradiance 1000 W/m², cell temperature 25 °C, AM1.5, Test uncertainty for Pmax: ±3%				
Maximum Power at STC (Pmax/W)	595	590	585	580	575
Power Tolerance (W)	0 ~ +5				
Optimum Operating Voltage (Vmp/V)	44.64	44.43	44.22	44.04	43.83
Optimum Operating Current (Imp/A)	13.33	13.28	13.23	13.17	13.12
Open Circuit Voltage (Voc/V)	52.58	52.37	52.16	51.97	51.74
Short Circuit Current (Isc/A)	13.93	13.89	13.85	13.80	13.75
Module Efficiency	23.0%	22.8%	22.6%	22.5%	22.3%

Electrical Characteristics - NMOT	Irradiance 800 W/m², ambient temperature 20 °C, AM1.5, wind speed 1 m/s.				
Maximum Power at NMOT (Pmax/W)	455.7	451.9	448.1	444.2	440.4
Optimum Operating Voltage (Vmp/V)	42.74	42.54	42.34	42.17	41.97
Optimum Operating Current (Imp/A)	10.66	10.62	10.58	10.53	10.49
Open Circuit Voltage (Voc/V)	50.35	50.14	49.94	49.76	49.54
Short Circuit Current (Isc/A)	11.23	11.20	11.16	11.12	11.08

Rearside Power Gain (Reference to 585W Front)			
Rearside Power Gain	5%	15%	25%
Maximum Power (Pmax/W)	614	673	731
Optimum Operating Voltage (Vmp/V)	44.22	44.32	44.32
Optimum Operating Current (Imp/A)	13.89	15.18	16.50
Open Circuit Voltage (Voc/V)	52.16	52.26	52.26
Short Circuit Current (Isc/A)	14.54	15.90	17.28
Module Efficiency	23.8%	26.1%	28.3%

Temperature Characteristics	
Nominal Module Operating Temperature	42 ± 2 °C
Nominal Cell Operating Temperature	45 ± 2 °C
Temperature Coefficient of Pmax	-0.29%/°C
Temperature Coefficient of Voc	-0.25%/°C
Temperature Coefficient of Isc	0.045%/°C

Specifications included in this datasheet are subject to change without notice.



# Three-phase pad-mounted compartmental type transformer



## General

At Eaton, we are constantly striving to introduce new innovations to the transformer industry, bringing you the highest quality, most reliable transformers. Eaton's Cooper Power series Transformer Products are ISO 9001 compliant, emphasizing process improvement in all phases of design, manufacture, and testing. In order to drive this innovation, we have invested both time and money in the Thomas A. Edison Technical Center, our premier research facility in Franksville, Wisconsin. Such revolutionary products as distribution-class UltraSIL™ Polymer-Housed Evolution™ surge arresters and Envirotemp™ FR3™ fluid have been developed at our Franksville lab.

With transformer sizes ranging from 45 kVA to 12 MVA and high voltages ranging from 2400 V to 46 kV, Eaton has you covered. From fabrication of the tanks and cabinets to winding of the cores and coils, to production of arresters, switches, tap changers, expulsion fuses, current limit fuses, bushings (live and dead) and molded rubber goods, Eaton does it all. Eaton's Cooper Power series transformers are available with electrical grade mineral oil or Envirotemp™ FR3™ fluid, a less-flammable and bio-degradable fluid. Electrical codes recognize the advantages of using Envirotemp™ FR3™ fluid both indoors and outdoors for fire sensitive applications. The bio-based fluid meets Occupational Safety and Health Administration (OSHA) and Section 450.23 NEC Requirements.



*Powering Business Worldwide*

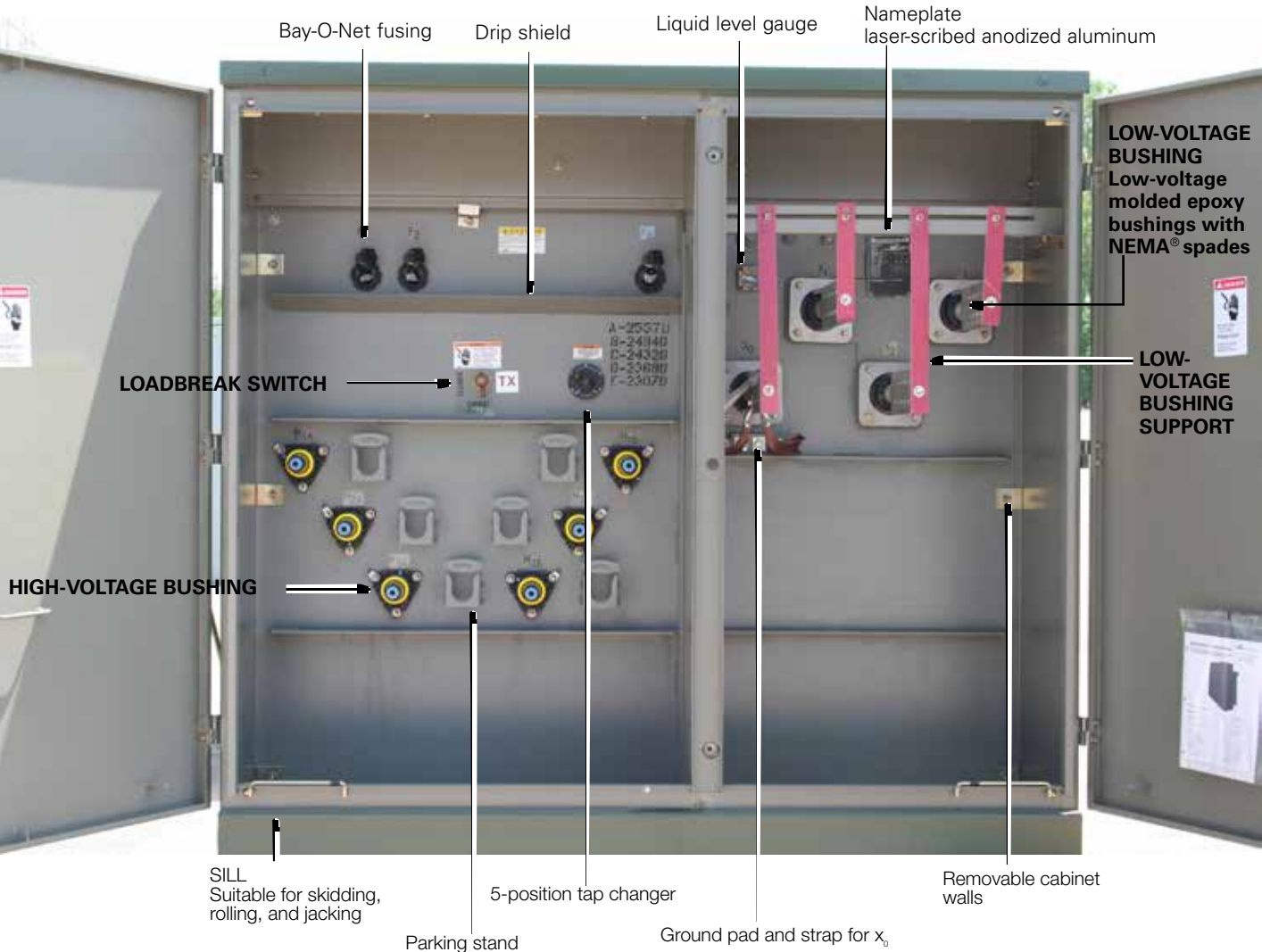


Figure 1. Three-phase pad-mounted compartmental type transformer.

Table 1. Product Scope

Type	Three Phase, 50 or 60 Hz, 65 °C Rise (55 °C, 55/65 °C), 65/75 °C, 75 °C
Fluid Type	Mineral oil or Envirotemp™ FR3™ fluid
Coil Configuration	2-winding or 4-winding or 3-winding (Low-High-Low), 3-winding (Low-Low-High)
Size	45 – 10,000 kVA
Primary Voltage	2,400 – 46,000 V
Secondary Voltage	208Y/120 V to 14,400 V
Specialty Designs	Inverter/Rectifier Bridge
	K-Factor (up to K-19)
	Vacuum Fault Interrupter (VFI)
	UL® Listed & Labeled and Classified
	Factory Mutual (FM) Approved®
	Solar/Wind Designs
	Differential Protection
	Seismic Applications (including OSHPD)
	Hardened Data Center

# 100/125kW, 1500Vdc String Inverters for North America



**CPS SCH100/125KTL-DO/US-600**

The 100 & 125kW high power CPS three phase string inverters are designed for ground mount applications. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiency at 99.1% peak and 98.5% CEC, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications. The CPS 100/125kW products ship with the Standard or Centralized Wire-box, each fully integrated and separable with AC and DC disconnect switches. The Standard Wire-box includes touch safe fusing for up to 20 strings. The CPS FlexOM Gateway enables communication, controls and remote product upgrades.

## Key Features

- NFPA 70, NEC 2014 and 2017 compliant
- Touch safe DC Fuse holders adds convenience and safety
- CPS FlexOM Gateway enables remote FW upgrades
- Integrated AC & DC disconnect switches
- 1 MPPT with 20 fused inputs for maximum flexibility
- Copper and Aluminum compatible AC connections
- NEMA Type 4X outdoor rated, tough tested enclosure
- Advanced Smart-Grid features (CA Rule 21 certified)
- kVA Headroom yields 100kW @ 0.9PF and 125kW @ 0.95PF
- Generous 1.87 and 1.5 DC/AC Inverter Load Ratios
- Separable wire-box design for fast service
- Standard 5 year warranty with extensions to 20 years



100/125KTL Standard Wire-box



100/125KTL Centralized Wire-box

Model Name	CPS SCH100KTL-DO/US-600	CPS SCH125KTL-DO/US-600
DC Input		
Max. PV Power	187.5kW	
Max. DC Input Voltage	1500V	
Operating DC Input Voltage Range	860-1450Vdc	
Start-up DC Input Voltage / Power	900V / 250W	
Number of MPP Trackers	1	
MPPT Voltage Range <sup>1</sup>	870-1300Vdc	
Max. PV Input Current (Isc x1.25)	275A	
Number of DC Inputs	20 PV source circuits, pos. & neg. fused (Standard Wire-box) 1 PV output circuit, 1-2 terminations per pole, non-fused (Centralized Wire-box)	
DC Disconnection Type	Load-rated DC switch	
DC Surge Protection	Type II MOV (with indicator/remote signaling), Up=2.5kV, In=20kA (8/20uS)	
AC Output		
Rated AC Output Power	100kW	125kW
Max. AC Output Power <sup>2</sup>	100kVA (111KVA @ PF>0.9)	125kVA (132KVA @ PF>0.95)
Rated Output Voltage	600Vac	
Output Voltage Range <sup>3</sup>	528-660Vac	
Grid Connection Type <sup>4</sup>	3Φ / PE / N (Neutral optional)	
Max. AC Output Current @600Vac	96.2/106.8A	120.3/127.0A
Rated Output Frequency	60Hz	
Output Frequency Range <sup>3</sup>	57-63Hz	
Power Factor	>0.99 (±0.8 adjustable)	>0.99 (±0.8 adjustable)
Current THD	<3%	
Max. Fault Current Contribution (1-cycle RMS)	41.47A	
Max. OCPD Rating	200A	
AC Disconnection Type	Load-rated AC switch	
AC Surge Protection	Type II MOV (with indicator/remote signaling), Up=2.5kV, In=20kA (8/20uS)	
System		
Topology	Transformerless	
Max. Efficiency	99.1%	
CEC Efficiency	98.5%	
Stand-by / Night Consumption	<4W	
Environment		
Enclosure Protection Degree	NEMA Type 4X	
Cooling Method	Variable speed cooling fans	
Operating Temperature Range	-22°F to +140°F / -30°C to +60°C (derating from +113°F / +45°C)	
Non-Operating Temperature Range <sup>5</sup>	-40°F to +158°F / -40°C to +70°C maximum	
Operating Humidity	0-100%	
Operating Altitude	8202ft / 2500m (no derating)	
Audible Noise	<65dBA@1m and 25°C	
Display and Communication		
User Interface and Display	LED Indicators, WiFi + APP	
Inverter Monitoring	Modbus RS485	
Site Level Monitoring	CPS FlexOM Gateway (1 per 32 inverters)	
Modbus Data Mapping	SunSpec/CPS	
Remote Diagnostics / FW Upgrade Functions	Standard / (with FlexOM Gateway)	
Mechanical		
Dimensions (WxHxD)	45.28x24.25x9.84in (1150x616x250mm) with Standard Wire-box 39.37x24.25x9.84in (1000x616x250mm) with Centralized Wire-box	
Weight	Inverter: 121lbs / 55kg; Wire-box: 55lbs / 25kg (Standard Wire-box); 33lbs / 15kg (Centralized Wire-box)	
Mounting / Installation Angle	15 - 90 degrees from horizontal (vertical or angled)	
AC Termination	M10 Stud Type Terminal [3Φ] (Wire range: 1/0AWG - 500kcmil CU/AL, Lugs not supplied) Screw Clamp Terminal Block [N] (#12 - 1/0AWG CU/AL)	
DC Termination	Screw Clamp Fuse Holder (Wire range: #12 - #6AWG CU) - Standard Wire-box Busbar, M10 Bolts (Wire range: #1AWG - 500kcmil CU/AL [1 termination per pole], #1AWG - 300kcmil CU/AL [2 terminations per pole], Lugs not supplied) - Centralized Wire-box	
Fused String Inputs	20A fuses provided (Fuse values of 15A or 20A acceptable)	
Safety		
Safety and EMC Standard	UL1741-SA-2016, CSA-C22.2 NO.107.1-01, IEEE1547a-2014; FCC PART15	
Selectable Grid Standard	IEEE 1547a-2014, CA Rule 21, ISO-NE	
Smart-Grid Features	Volt-RideThru, Freq-RideThru, Ramp-Rate, Specified-PF, Volt-VAR, Freq-Watt, Volt-Watt	
Warranty		
Standard <sup>6</sup>	5 years	
Extended Terms	10, 15 and 20 years	

1) See user manual for further information regarding MPPT Voltage Range when operating at non-unity PF

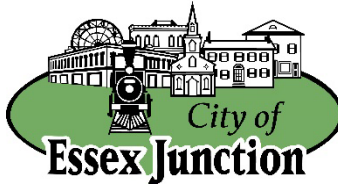
2) "Max. AC Apparent Power" rating valid within MPPT voltage range and temperature range of -30°C to +40°C (-22°F to +104°F) for 100KW PF ≥0.9 and 125KW PF ≥0.95

3) The "Output Voltage Range" and "Output Frequency Range" may differ according to the specific grid standard.

4) Wye neutral-grounded, Delta may not be corner-grounded.

5) See user manual for further requirements regarding non-operating conditions.

6) 5 year warranty effective for units purchased after October 1st, 2019.



## Memo

To: Essex Junction City Council

From: Chelsea Mandigo, Water Quality Superintendent

Meeting Date: March 12, 2025

Agenda Item: Discussion and Consideration of Municipal Ordinance 21: Regulation of Stormwater Utility; the Stormwater Credit Manual; and Warn a Public Hearing

---

**Issue:** Warn a third Public Hearing to consider Municipal Ordinance 21: Regulation of Stormwater Utility and associated Stormwater Credit Manual.

**Discussion:** On November 13 and December 11, 2024, the City Council held public hearings to discuss amendments to existing and proposed ordinances related to stormwater management in the city. At the City Council meeting on February 26, 2025, two of the three chapters were approved. Questions raised during the public hearings were gathered, and a summary of the responses was compiled and attached to the memo. All collected questions pertained to Chapter 21 and the associated credit manual.

The Municipal Ordinance Chapter 21, which regulates the Stormwater Utility, is currently under consideration for adoption. This ordinance establishes the stormwater utility and outlines its structure. Additionally, the Stormwater User Fee Credit Manual needs approval. This manual provides a mechanism for non-single-family parcels to apply for and potentially receive a reduction in the stormwater user fee assessed for their property.

Since the public hearings, it was determined that Global Foundries is not exempt from the utility fee as previously thought. As a result, the utility was updated to incorporate the Global Foundries parcel. Due to this and other minor modifications to the proposed Chapter 21 Regulation of Stormwater Utility Ordinance a third public hearing is necessary before its adoption.

Regarding the budget and rate, the ERU rate for FY2026 will be set as part of the Enterprise Fund budget approval process in April and May. The utility would not begin until FY2026 or July 1, 2025, with the first triannual bill set to go out in October 2025. As previously discussed, Staff is suggesting to phase in the utility fee. Year one would be the drafted budget minus the \$125,000 transfer to capital, which would reduce the fee for the larger parcels by \$15,000-\$30,000 in year one. In year two of the utility, we would shift to the full budget, including the transfer to capital.

As a reminder, after the Public Hearing for Chapter 21, the council can choose to do the following:

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

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

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

After approval of 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 warn a public hearing for Municipal Ordinance Chapter 21 Regulation of Stormwater Utility and Stormwater User Fee Credit Manual as proposed.

### **Recommended Motions**

"I move that the City Council warn a public hearing on April 9, 2025, at 6:30 pm to receive comment on to the proposed Essex Junction Municipal Ordinance Chapter 21: An Ordinance Relating to Stormwater Utility Regulation as amended and with any edits as discussed."

### **Attachments:**

- 1) Draft Chapter 21: Regulation of Stormwater Utility Draft
- 2) Draft Stormwater User Fee Credit Manual
- 3) Question and Answer Summary from Public Hearings

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

- a) The Essex Junction Stormwater Utility is established pursuant to 24 App, V.S.A. c. 4 §201; 24 V.S.A. 1971; and 24 V.S.A. Chapter 101, including 24 V.S.A 3616(b)(6) defines the Equivalent Residential Unit (ERU) concept and 24 V.S.A3616(c). 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) properties that are required to develop and meet “Required Agricultural Practices” Sect.10V.S.A.§1264 and 3) 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 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; 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) and those included within the limits of a public road right-of-way

**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**

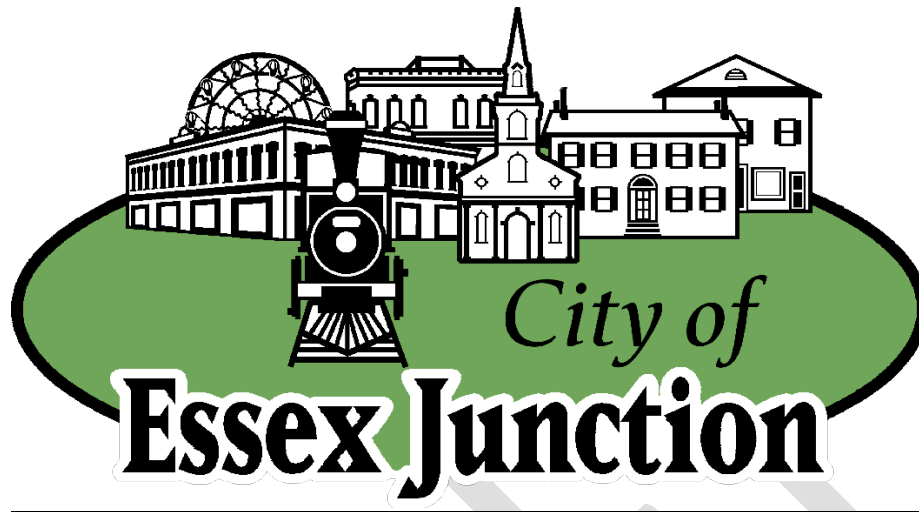
Any person violating any of the provisions of Chapters 21 of the City of Essex Junction Municipal Code ("this Ordinance") shall be subject to a civil penalty of Five Hundred Dollars (\$500) for each violation. Each day that any violation of any of the provisions of this Ordinance or a permit issued hereunder 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.



# **Stormwater User Fee Credit Manual**

March 7, 2025

## **1. INTRODUCTION AND PURPOSE**

The City of Essex Junction Stormwater Utility's basic purpose 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 ( $Re_v$ )	15%
Channel Protection ( $CP_v$ )	15%
Overbank Flood ( $Q_{p10}$ ) or Extreme Storm ( $Q_{p100}$ )	10%
Non-structural Practices	10%

- c) Properties or parcels that qualify for waivers of the Groundwater Recharge, the Overbank Flood ( $Q_{p10}$ ), or the Extreme Flood ( $Q_{p100}$ ) 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  $Q_{p10}$  and  $Q_{p100}$  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  $CP_v$  criteria, but does not meet all WQv criteria, only the  $CP_v$  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**

DRAFT

**City of Essex Junction Stormwater Utility Formation Follow-up to Public Hearings  
November 13, 2024, and December 11, 2024**

Below is a summary of questions and comments received by the City from the Public as part of the Public Hearing process. Answers and responses from City staff are included in this document.

**1. Impervious surface: the drive and parking are gravel. Is this truly “impervious”? [submitted by Tree Farm Management Group]**

If you look at the definition of impervious surface on page two of the proposed Chapter 21 SW utility, gravel surfaces are included. This definition matches the State of Vermont definition and the MS4 permit definition. This is because gravel surfaces act in similar ways to pavement due to compaction and do not allow stormwater to infiltrate through.

**2. If a road is a class 4 road, is it included in the impervious surface area? [submitted by Tree Farm Management Group]**

We did not include any impervious surfaces associated with public roads in the stormwater ERU calculation. A Class 4 road is a public road so it would not have been included. Also, in this particular example (Tree Farm), the road itself is almost entirely within the Town of Essex boundary so for that reason it is also not included.

**3. Can we share the mapping/imagery that determined the ERU value? [submitted by Tree Farm Management Group]**

The analysis was conducted by Raftelis (consultant). It was done in a GIS system, so viewers would need that software to view the original product. The easier way to see this is through Google Maps or the ANR Atlas ( <https://anrmaps.vermont.gov/websites/anra5/>). The GIS imagery is not any different than what is visible on these services.

**4. How will this work for condo associations - meaning a large block of land held in common, but where each individual unit pays their own utility bills. Is the intention to calculate the impervious area of the entire property and then divide by the ERU and then divide by the number of units? Or is it on the owners to determine how much each unit pays? [submitted by Steve Eustis]**

For all Non-Single Family Residential (NSFR) properties, the ERUs are determined based on the measured impervious area of the property to determine the total fee for the property. Condos classified as NSFR will be billed on one existing account to the HOA/Property Management Company.

NSFR Condo Developments: Heritage Hill, Sherwood Square, Highland Village, Brickyard (Essex Park East & West, Eastcreek, Southcreek, Northcreek)

Some Condo developments in the City are classified as Single-Family Residential properties (SFR) based on having an individual meter and account in the existing utility billing system. Condos classified as SFR are assigned 1 ERU and will be billed on their current water bill.

SFR Condo Developments: Brookside, Sugartree, Brookfield Woods, Sussex Place, Village Glen, Rivers Edge, Whitcomb Heights

- 5. In the most recent draft of Municipal Code Chapter 21 Regulation of Stormwater Utility it indicates that Global Foundries would be exempt from the regulations yet in the January 10, 2024 packet to the council it indicates they would be under its jurisdiction. Just wondered what changed over the course of 2024 to change their status?** [submitted by George Dunbar]

Further research has found there is only one stormwater utility exemption specified in statute (24 V.S.A. 4414(9)) for agriculture. This exemption was enacted by the State of Vermont Legislature in Act 42 of 2023. There is no specified exemption for other land uses.

The stormwater utility is designed to provide a more equitable and sustainable solution for managing stormwater runoff across the community as well as fund our Municipal Separate Storm Sewer System (MS4) program, which is mandated to meet regulatory requirements that go beyond infrastructure needs alone. These regulations ensure that we can effectively manage stormwater quality and quantity, address environmental concerns, and prevent flooding in our community.

Additionally, all tax paying properties have been providing support of the stormwater department through property taxes as it has been in the General Fund. The shift of this program out of the General Fund and into a stormwater utility (enterprise fund) is part of a broader, more equitable system that ensures all properties contribute fairly to the maintenance and enhancement of the stormwater infrastructure based on impervious area, regardless of property size or usage. This system aims to distribute the cost of stormwater management in a way that is as fair and consistent as possible while ensuring compliance with regulatory requirements. In this way no properties are exempt, not even City properties.

- 6. I have read the Stormwater User Fee Credit Manual, and I am writing to express my concerns regarding the proposed stormwater utility fee structure. While I support efforts to improve stormwater management, I believe the proposed fee structure unfairly penalizes property owners who have proactively invested in upgrading their properties with new or improved stormwater systems.**

**The proposed fee structure charges primarily on the impervious area of a property, which fails to adequately recognize the significant financial investments made by property owners who have installed effective stormwater treatment systems in compliance with state and municipal guidelines. While the manual does offer partial credits for such systems, these credits are capped at 50% of the total fee, regardless of the system's performance or the extent of the benefits it provides to the overall stormwater infrastructure. This approach creates several inequities:**

- 1. Insufficient Recognition of Contributions: Properties with high-performing stormwater systems that significantly reduce runoff and pollutant load are treated the same as properties with minimal or no stormwater controls.**

2. **Ongoing Costs Without Fair Relief:** We face ongoing maintenance costs to ensure our systems function effectively. The limited credits offered fail to offset these costs, effectively double-charging property owners who are already mitigating their impact on public systems.
3. **Limited Incentives for Further Improvement:** The 50% cap on credits does not reward property owners who go above and beyond the minimum requirements to achieve significant reductions in stormwater impact. This policy undermines the City's stated goal of incentivizing sustainable stormwater practices.
4. **Property Taxes:** I understand stormwater improvements are currently funded by property taxes. Since stormwater funding will come from the stormwater utility then property tax bills should be reduced accordingly.

A fairer approach would be to implement a more robust credit system that better reflects the actual performance and public benefits of stormwater systems. For example:

- **Establishing a tiered credit structure that provides greater relief to properties with higher levels of stormwater treatment or runoff reduction.**
- **Allowing credits to exceed 50% for properties that achieve exceptional reductions in stormwater volume or pollutant load.**
- **Recognizing retroactive investments in stormwater systems, as current policy excludes any credits for fees paid before credit approval.**
- **Reduce property taxes by the amount contributed to the utility.**

[submitted by Bradd Rubman, representing the Village at Autumn Pond]

It may be worth considering a larger credit for new construction that has stormwater management systems that treat and eliminate runoff from the property. However, the City is subject to permit requirements in and of itself within its entire municipal boundary. The overall Federal and State requirement is water quality improvement focusing on phosphorus reduction. The State has put requirements on multiple sectors to achieve this goal. One sector's achievement does not eliminate the requirement on the other sectors. At least not now. Hopefully, we do collectively achieve phosphorus reduction and the water quality in Lake Champlain improves; but we'll likely have other pollutant requirements to address at that point. As an example, VTrans has its own stormwater permit requirements, and they are still subject to municipal utility fees in fact, VTrans cannot get more than 35% credit for municipal utility fees. In addition, the City is paying its own stormwater utility fees to the utility and is only eligible for the same credit amount as VTrans.

The current draft of the credit manual grants a higher credit percentage to those who implement enhanced stormwater treatment measures. This is aligned with the State of Vermont Stormwater Manual, which is intentionally designed to prioritize stormwater systems that infiltrate and improve water quality when determining the appropriate stormwater treatment system for a specific parcel.

In addition, the stormwater program has been zeroed out in the FY26 general fund budget; therefore, taxes will no longer be collected for this program.

**7. Due to the limited amount of runoff entering City MS4 infrastructure, is there consideration of a significant reduction to the proposed annual City Stormwater Utility Fee. Our parcel is also facing substantial investments in stormwater permit fees, engineering, and future construction for the State's '3-acre site' requirements.** [submitted by Champlain Valley Expo]

The stormwater utility is designed to provide a more equitable and sustainable solution for managing stormwater runoff across the community as well as fund our Municipal Separate Storm Sewer System (MS4) program, which is mandated to meet regulatory requirements that go beyond infrastructure needs alone. Reductions in the City's stormwater utility fee can be achieved by the credit manual for stormwater infrastructure installed and certified to be functioning as intended. The credit is good for 2 years with a recertification required to demonstrate the infrastructure is being maintained and continuing to function to allow the credit to remain in place.

## Memo

**To:** City Council, City of Essex Junction

**From:** Colleen Dwyer, Human Resources Director

**Date:** March 12, 2025

**Subject:** Update to General Rules and Personnel Regulations

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### Issue:

We are updating the personnel regulations to consolidate all policies into a single, comprehensive document. This update aims to enhance accessibility for employees, ensuring they can easily reference and understand the policies that govern their employment.

### Discussion:

Key Points of the proposed amendments to the General Rules and Personnel Regulations:

1. **Technical Update:** This revision is a technical update that aligns with the Association Contract approved in 2024. It ensures that our personnel regulations are current and compliant with the latest agreements and legal requirements.
2. **Highlighted Flags:** There are sections flagged in the document to give you insight on edits that are needed in the future beyond this amendment, and to identify why some changes were made.
  - **Mission Statement:** Minor tweaks but in the future, we should make this a larger collaborative effort with all staff involved in reshaping the mission.
  - **Section 214:** This edit mimics the DRAFT Library MOU.
  - **Section 217:** This section only existed in the firefighter section, and we moved it per legal and the EEOC.
  - **Section 406:** This policy currently exists outside this document, and we are incorporating it into this document. This is more robust than the current document and is modeled after CCRPC's Code of Conduct.
  - **Section 602:** Adjusted language to reflect the new City charter.
  - **Section 604:** City Manager will appoint the Fire Chief.
3. **Consolidation of Policies:** The updated document integrates various policies into one cohesive manual, making it simpler for employees to find and understand the regulations that apply to them. These incorporated policies include:
  - **Municipal Code of Ethics:** The State of Vermont established a new municipal code of ethics through Act 171 (H.875), which went into effect on June 10, 2024. This act sets statewide standards for municipal ethics and includes provisions for training, advisory services, and complaint investigations. The majority of the

provisions, including the training requirement, became effective on January 1, 2025. This updates the Ethics Policy from 7/1/22 approved by the City Council.

- **Substance Misuse Policy:** This policy updates the current Substance Abuse Policy established on 6/8/10 and approved by the Village Trustees.
  - **Electronic Communication and Computer Use Policy:** This policy updates the policy approved on 6/8/2010 by the Village Trustees.
  - **Safety Policy:** This policy updates the policy amended on 2/1/11 by the Village Trustees.
  - **Employee Recognition and Merit Bonus Awards Policy:** This policy updates the policy approved on 6/22/2012 by the Village Trustees.
  - **Administrative Procedures for Personnel Files and Medical Records:** This policy updates the policy approved on 12/31/2003 by the Village Trustees.
  - **References for Former Employees:** This policy updates the policy approved on 11/12/13 by the Village Trustees.
  - **Cell Phone Stipend Policy:** This policy has been developed to provide guidance for cell phone reimbursement for those who must use a cell phone for their job duties.
4. **Format:** Further format and order changes will be made following the adoption of the language. Because the document includes a number of consolidated documents, retaining tracked changes with a re-organization would not be possible.

**Recommendation:**

For the most part the provisions within the proposed General Rules and Personnel Regulations are not subject to change due to the connection with the Association Contract which is already set and state or federal law. There are other sections, as flagged, that we will circle back to. Therefore, at this time Staff recommends that the City Council approve the updated General Rules and Personnel Regulations as presented.

**Recommended Motion:** I recommend the City Council approve the updated General Rules and Personnel Regulations as presented.

**Attachments:** General Rules and Personnel Regulations

## **TABLE OF CONTENTS**

### **1. Introduction**

### **2. Purpose, Enactment and Effect**

### **3. Mission Statement**

### **4. Goal Statements**

### **5. Organizational Values**

### **6. Article 1: General Rules for Public Officials, All Employees and Volunteers**

- 101. Effect
- 102. Definitions
- 103. Equal Opportunity and Non-Discrimination
- 104. Appointments
- 105. Records
- 106. Monies Received
- 107. Oath
- 108. Salaries
- 109. Termination of Office
- 110. References
- 111. Traveling Expense
- 112. Smoking
- 113. Employee Assistance Program
- 114. Open Door Policy
- 115. Ethics Policy
- 116. Partisan Political Activity

### **7. Article 2: Employee Rules and Regulations**

- 201. Effect
- 202. Appointment of Supervisory Personnel
- 203. Assignment of Duties
- 204. Employment of Personnel
- 205. Departmental Rules
- 206. Probationary Employee
- 207. Discharge for Cause
- 208. Evaluations
- 209. Personnel File

- 210. Employee Organizations
- 211. Prescription Medications
- 212. Substance Use
- 213. Accidents
- 214. Closing a City Department
- 215. Building Security
- 216. Absence Without Leave
- 217. Religious Belief Accommodations

#### **8. Article 3: Employee Benefits**

- 301. Sick Leave
- 302. Vacation
- 303. Holidays
- 304. Various Insurances
- 305. Leave of Absence
- 306. Jury/Witness Duty
- 307. Tuition Reimbursement
- 308. Wellness Incentive Program
- 309. Personal Property
- 310. Work Days and Work Week
- 311. Overtime
- 312. Full-Time Employee Benefits Related to Sick Leave
- 313. Layoffs and Furloughs
- 314. Seniority
- 315. Methods of Reinstatement
- 316. Reemployment of Persons Who Serve in the Uniformed Services
- 319. Cellphone Stipend
- 320. Dogs in the Workplace

#### **9. Article 4: Employee Conduct (All Employees)**

- 401. Employee Conduct
- 402. Employee Concern and Feedback Procedure (For Non-Association Members)
- 403. Employee Suspensions and Dismissals
- 404. Hearings
- 405. Finding and Decision
- 406. Harassment

#### **10. Article 5: Salaried Employees**

- 501. Flex Time
- 502. Working from Home
- 503. Working on Holidays
- 504. Reasonable Suspicion CDL Drivers

#### **11. Article 6: Volunteer Firefighters Rules and Benefits**

- 601. Effect
- 602. Membership
- 603. Attendance
- 604. Appointments
- 605. Pay
- 606. Religious Beliefs Accommodation Policy
- 607. Employee Assistance Program Policy

#### **12. Appendices**

- Appendix I: Compensatory Time Conversion Form
- Appendix II: Sick Time Conversion Form
- Appendix III: Part-Time Employee Benefits Implementation
- Appendix IV: Summary of Full-Time Employee Benefits
- Appendix V: City of Essex Junction Pay Scale
- Appendix VI: List of Current Positions
- Appendix VII: Sick Time Payout Chart
- Appendix VIII: Municipal Code of Ethics
- Appendix IX: Substance Misuse Policy
- Appendix X: Electronic Communications and Computer Use Policy
- Appendix XI: Safety Policy
- Appendix XII: Employee Recognition and Merit Bonus Awards Policy
- Appendix XIII: Administrative Procedures for Personnel Files and Medical Records

## INTRODUCTION

This manual has been prepared to assist officials and employees of the ~~VillageCity-City~~ of Essex Junction. Our community expects a high level of service from each of us and will, undoubtedly, receive it as long as everyone "gives their best." As an official or employee of the ~~VillageCity-City~~ of Essex Junction, you are in fact working for each and every taxpayer who contributes to the support of the Municipal government.

The registered voters of the ~~VillageCity-City~~ of Essex Junction elect a ~~Board of Trustees-City Council~~. ~~This Board-The City Council~~ is charged with the responsibility of establishing policy within the limits and provisions of the ~~VillageCity-City~~ Charter and State Statutes.

The ~~VillageCity-City~~ of Essex Junction operates under the Council-Manager form of government. This type of municipal operation is very similar to the way a business operates. Essex Junction's citizens receive a great variety of services through the various Municipal departments such as Fire, Public Works, Water, Wastewater, Library, Administration, ~~and~~ Community Development, ~~and Parks & Recreation~~.

The ~~City Council-Trustees at Council at taxpayers at the VillageCity's Annual-Council City~~ Meeting adopt a budget for each year's operation. The various departments are operated within this budget under the general direction of the ~~Unified Manager-City Manager.- Although, While~~ as a Municipal employee, your ~~job involves serving r-ultimate employer is the taxpayers~~, there is a chain of command. In most cases, your Department Head is your immediate supervisor and above that is the ~~Unified Manager-City Manager~~ and the ~~City Council-Trustees~~.

## PURPOSE, ENACTMENT AND EFFECT

It is the purpose of these ~~Personnel~~ Regulations ("~~Regulations~~") to establish formal procedures for administrative action concerning personnel. The Regulations are enacted pursuant to 24 VSA Section 1121 and 1122.

Any statute, ~~City VillageCity~~-Charter, or Collective Bargaining Agreement provision ~~thatwhich~~ is contrary to these Regulations shall ~~be considered superior to take precedence over~~ these Regulations. ~~It-and~~ if any provision ~~of these Regulations~~ is held invalid, such invalidity shall not affect other provisions or applications of these Regulations.

## MISSION STATEMENT

Our purpose is to support and enrich the lives and community spirit of our citizens through efficient and effective provision of the following services: highway, general administration, water, wastewater, sanitation, library, ~~planning, zoning, economic~~ community development, ~~and fire protection, and parks & recreation.~~

**Commented [RM1]:** Flag for the Council - we've made minor tweaks to this. But should redo this as part of a larger, collaborative effort with the staff at some point.

## GOAL STATEMENTS

1. To be responsive to citizens' desires to shape their community by balancing the diverse demands of the present generation with anticipated future ~~needs, and~~ needs and maximizing the use of resources ~~by~~ in delivering quality public services.
2. To retain and attract quality, customer-oriented employees by providing an environment that encourages, rewards, and recognizes employees for hard work, efficiency, creativity and enthusiasm.

## ORGANIZATIONAL VALUES

The ~~VillageCity~~ City of Essex Junction values its ~~citizens~~ residents. It ~~demonstrates this fact by~~ strives to listen ~~to the residents~~ citizens and ~~being willing to~~ go the extra mile to address their concerns.

The ~~VillageCity~~ City of Essex Junction values its employees. It ~~demonstrates this sentiment through~~ strives to ~~have~~ progressive personnel policies and ~~encouraging~~ encourages continuous learning.

~~Employees can show their commitment to the City of Essex Junction through professionalism, creativity, and exceptional service. The employees value the VillageCity of Essex Junction by being professional, creative and committed to providing exceptional service.~~

The quality of life and environment within the ~~VillageCity~~ City of Essex Junction are enhanced by a partnership and spirit of close cooperation among its citizens, elected and appointed officials and ~~VillageCity~~ City employees.

Each one of us is the ~~VillageCity~~ City.

Each one of us is striving for success.

We ~~are what~~ make the difference between a good organization and an excellent one.

As such, we value and will strive to adhere to the following principles in all ~~of~~ our actions:-

**Practice Open, Honest, and Accessible Communication** – Talk straight to each other. Listen to and appreciate each other's thoughts and ideas. Confront issues in a positive, constructive manner. Encourage and seek participation by the people who will be affected by the decisions made.

**Demonstrate Honesty and Integrity** – Trust, integrity and a lasting working relationship are fostered when every action is conducted in a truthful and forthright manner.

**Exercise Fiscal Responsibility and Accountability** – Careful management of our financial resources demonstrates our respect for each other because it is our taxes that support our organization. Fiscal responsibility recognizes that most problems cannot be solved by money alone, and therefore, we shall employ ~~demands~~ fresh, proactive approaches and creativity in addressing issues. Fiscal responsibility is accepting responsibility for the resources entrusted to us.

**Provide Friendly and Courteous Service to All** – Our mission is serving people. Therefore, our first responsibility is delivering quality services in a friendly, effective and efficient manner. We also seek "win-win" solutions to resolve each other's concerns.

**Welcome Diversity, Equity, Inclusion and Promote Equal Opportunity** – Diversity provides a unique opportunity to learn from and ~~celebrate the mosaic of individuals and~~understand cultures in our community. Our organization provides an environment that is equitable and inclusive to all employees and those we serve.

**Treat Others with Respect, Sensitivity and Dignity** – Live the “golden rule” in every interaction by demonstrating a deep regard for the diversity, needs, feelings and beliefs of all people and acknowledged~~ging~~ the ideas and opinions of everyone. Make decisions that serve the best interest of all ~~of~~ the people, including those who choose not to participate.

**Work Together as a Team** – Work cooperatively as a group to address and to resolve problems. Collaboration using the knowledge and skills of each other increases effectiveness and innovation.

**Emphasize Initiative and Creativity** – Encourage and reward new ideas. Change is welcomed because it enhances the opportunity for the organization and individuals to grow and excel.

**Support a Human Environment** – Recognize the importance of human needs such as enjoyment and satisfaction in one's work. Provide an environment that is nurturing, spirited, caring and informal and allows individuals to stretch beyond their normal capabilities. Make certain every individual balances their professional life with their personal life. Celebrate accomplishments by consistently acknowledging good performance.

**Pursue Excellence and Professionalism** – Strive to continually improve the way we deliver services and perform our day-to-day activities by being more accurate, thorough, responsive, efficient and effective. The successful completion of a task is more important than who gets the credit. A professional attitude dictates an objective analysis of issues, free of personal biases and with a commitment to the organization and to the community.

## ARTICLE 1 GENERAL RULES FOR PUBLIC OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS

### 101. EFFECT

The provisions of these Rules shall apply alike to all public officials, volunteer firefighters and all employees of the VillageCity, regardless of the time of the creation of the position or the time of their appointment.

These Rules and Regulations are subject to change at any time by majority vote of the VillageCity TrusteesCouncil.

### 102. DEFINITIONS

**Department Head** is the appointed Fire Chief or an employee who has direct supervision and responsibility for personnel of an entire municipal department.

**Employee - Full-Time** is an employee who works at least thirty (30) hours per week, ~~year-round~~ ~~year-round~~. Full-time employees are eligible for all benefits and may only be discharged for cause. Full-time employees who work ~~fewer less~~ than forty (40) hours per week will have their fringe benefits, such as vacation leave, sick leave and holiday pay, pro-rated (e.g., an employee who normally works 30 hours per week would be paid for 30 hours when taking a vacation week).

**Employee - Part-Time** is any person who routinely works ~~fewer less~~ than thirty (30) hours per ~~week~~ ~~or week~~. ~~is hired for seasonal work only~~. A part-time employee ~~is an at-will employee and may only~~ be discharged ~~at any time without only~~ for cause. Part-time employees who work an average of at least 18 hours per week ~~during the year, and who work more than 20 weeks per year~~, and are over age 18 are eligible for paid sick leave in accordance with state law. Part-time employees are not eligible for benefits, except that those who are scheduled to work at least twenty (20) hours per week ~~year~~ ~~round~~ ~~year-round~~ are entitled to vacation, ~~personal~~, holiday, and sick leave on a prorated basis. All employees have access to the Employee Assistance Program.

**"Seasonal Employee"** is any employee hired to perform services on a seasonal basis, ~~and the dates of employment are defined upon hire~~. Upon completion of the season, the employee's employment will be terminated. ~~Seasonal employees may be separated from employment prior to the end of the season for cause~~. Seasonal employees are not eligible for benefits and are not included in the merit pay scale. ~~Seasonal employees may be discharged at any time without cause~~.

**"Public Official"** is any person who is elected by the voters of the VillageCity or has been appointed by the VillageCity ~~TrusteesCouncil~~, ~~or appointed by the Permanent Library Trustees~~.

**"Volunteer Firefighter"** is any person appointed to the Essex Junction Fire Department. In accordance with the Fair Labor Standards Act, they are volunteers and not employees. Volunteer firefighters are appointed by the Essex Junction Fire Chief. All appointed volunteer firefighters ~~may only be discharged for cause~~ ~~are at-will~~. They are not eligible for benefits, except for the Employee Assistance Program, ~~and may be discharged at any time without cause by the Fire Chief or by the VillageCity TrusteesCouncil~~. Pay rates for volunteer firefighters are set by the Fire Chief ~~after approval of the City budget, and approved by the VillageCity TrusteesCouncil~~. Volunteer firefighters are not included in the merit pay scale.

**"Library Substitute"** is any employee hired to fill in on an "as-needed basis" at the Brownell Library. Library substitutes are not eligible for benefits and are not classified in the merit pay scale. All library substitutes are to be paid the same hourly wage as established by the Library Director and ~~City~~ ~~Manager~~ ~~Unified Manager~~. Library Substitutes may be discharged ~~at any time with or without for~~ cause.

**“Library Volunteer”** is any person who has been offered and accepted a volunteer position at the Brownell Library. All applicants for volunteer positions at the library are required to undergo a criminal record check per Section 8 of the “Administrative Procedures Regarding Hiring.”

### 103. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The ~~Village-City~~ of Essex Junction is committed to and adheres to equal opportunity and nondiscrimination in all aspects of employment. Candidates for employment and employees will be considered for all positions on the basis of their qualifications, abilities and job performance, regardless of race, color, religion, ancestry, national origin, ~~genetics~~, place of birth, age, sex (including pregnancy), sexual orientation, genetic information, gender identity, ~~marital status~~, ~~or~~ disability, ~~crime victim status, HIV status, veteran status, or any other classification protected by state or federal law~~, if ~~he or she~~ the person is qualified for the position. The municipality shall, without regard to these matters, recruit, hire, upgrade, assign, and train all employees. In addition, the municipality shall administer all personnel actions, such as compensation, benefits and municipal sponsored training without regard to these matters. Reasonable accommodations will be made for employees who are qualified individuals with a disability and for any qualified person with a disability seeking employment with the municipality.

### 104. APPOINTMENTS

Where no specific rule of the ~~VillageCity~~ Charter is made to the contrary, the state statutes shall determine how appointments shall be made.

### 105. RECORDS

All records shall be available to the ~~Board of Trustees-City Council~~ or their representative if they are conducting an official investigation in accordance with the ~~VillageCity~~ Charter or acting as the Personnel Board.

### 106. MONIES RECEIVED

Every official or employee shall turn over, as soon as practical, all monies received by ~~him/her/them~~ in their official capacity to the Treasurer with a statement showing the source from which the same was received.

### 107. OATH

Members of the ~~Board of Trustees-City Council~~ shall, before assuming their duties, take the oath prescribed by law.

### 108. SALARIES

All officials, employees and ~~volunteer~~ firefighters of the ~~VillageCity~~ shall receive such ~~salaries~~ compensation as may be provided by the ~~VillageCity Trustees-Council~~. No official or employee receiving a salary from the municipality shall be entitled to retain any portion of any fees collected ~~by him/her~~ in the performance of their duties as municipal official or employee.

**Commented [CD2]:** Flag for Council: we are still investigating this topic; and may need to adjust things in a future version of the Personnel Regs.

All municipal employees, with the exception of the volunteer firefighters, seasonal employees and library substitutes shall receive pay increases as follows:

~~108.1: Effective July 1, 2021 through June 30, 2023: An employee is eligible for an annual merit-based increase ranging from 1.0% to 5.0%, to be paid on their anniversary date.~~

~~The merit based increases are assigned as follows:~~

- ~~• Evaluation score ranging from 4.5-5.0 = 5.0%~~
- ~~• Evaluation score ranging from 4.0-4.49 = 4.5%~~
- ~~• Evaluation score ranging from 3.5-3.99 = 4.0%~~
- ~~• Evaluation score ranging from 3.0-3.49 = 3.5%~~
- ~~• Evaluation score ranging from 2.5-2.99 = 3.0%~~
- ~~• Evaluation score ranging from 2.0-2.49 = 2.5%~~
- ~~• Evaluation score ranging from 1.5-1.99 = 2.0%~~
- ~~• Evaluation score ranging from 1.0-1.49 = 1.5%~~
- ~~• Evaluation score ranging from 0.00-0.99 = 1.0%~~

~~Effective July 1, 2023 through June 30, 2024: An employee is eligible for a merit-based increase ranging from 0.0% to 4.0%, to be paid on their anniversary date.~~

~~The merit-based increases are assigned as follows:~~

- ~~• Evaluation score ranging from 4.5-5.0 = 4.0%~~
- ~~• Evaluation score ranging from 4.0-4.49 = 3.5%~~
- ~~• Evaluation score ranging from 3.5-3.99 = 3.0%~~
- ~~• Evaluation score ranging from 3.0-3.49 = 2.5%~~
- ~~• Evaluation score ranging from 2.5-2.99 = 2.0%~~
- ~~• Evaluation score ranging from 2.0-2.49 = 1.5%~~
- ~~• Evaluation score ranging from 1.5-1.99 = 1.0%~~
- ~~• Evaluation score ranging from 1.0-1.49 = 0.5%~~

~~Evaluation score ranging from 0.00-0.99 = 0.0%~~

~~108.1 On July 1, 2024, all employees will receive a one dollar and four cents (\$1.04) an hour increase in their wages; to be paid retroactively to all members employed by the City on July 1, 2024. In addition, the few individuals who remain below the minimum for their grade will be brought up to the minimum wage or salary for their grade level.~~

~~Effective July 1, 2025 through June 30, 2026: An employee is eligible for an annual merit based increase ranging from 0.0% to 4.0%. Increases shall be merit only and will be awarded based on annual evaluations. Any increase will be effective July 1, and will be reflected in the paycheck for the first full pay period of the new fiscal year.~~

~~The merit-based increases are assigned as follows:~~

- ~~• Evaluation score ranging from 4.5-5.0 = 4.0%~~
- ~~• Evaluation score ranging from 4.0-4.49 = 3.5%~~
- ~~• Evaluation score ranging from 3.5-3.99 = 3.0%~~
- ~~• Evaluation score ranging from 3.0-3.49 = 2.5%~~
- ~~• Evaluation score ranging from 2.5-2.99 = 2.0%~~
- ~~• Evaluation score ranging from 2.0-2.49 = 1.5%~~
- ~~• Evaluation score ranging from 1.5-1.99 = 1.0%~~
- ~~• Evaluation score ranging from 1.0-1.49 = 0.5%~~
- ~~• Evaluation score ranging from 0.00-0.99 = 0.0%~~

~~Effective July 1, 2026 through June 30, 2027: An employee is eligible for an annual merit-based increase ranging from 0.0% to 4.25%. Increases shall be merit only and will be awarded based on annual evaluations. Any increase will be effective July 1, and will be reflected in the paycheck for the first full pay period of the new fiscal year.~~

~~The merit-based increases are assigned as follows:~~

- ~~• Evaluation score ranging from 4.5-5.0 = 4.25%~~
- ~~• Evaluation score ranging from 4.0-4.49 = 3.75%~~
- ~~• Evaluation score ranging from 3.5-3.99 = 3.25%~~
- ~~• Evaluation score ranging from 3.0-3.49 = 2.75%~~
- ~~• Evaluation score ranging from 2.5-2.99 = 2.25%~~
- ~~• Evaluation score ranging from 2.0-2.49 = 1.75%~~
- ~~• Evaluation score ranging from 1.5-1.99 = 1.25%~~
- ~~• Evaluation score ranging from 1.0-1.49 = 0.75%~~
- ~~• Evaluation score ranging from 0.00-0.99 = 0.0%~~

~~•~~

~~108.2: Employees shall receive a 1.25% pay increase, on July 1, 2021; July 1, 2022; and July 1, 2023~~

~~in addition to their merit based pay raises. This benefit is in response to the VillageCity increasing the existing pay scales, and is intended to prevent compression amongst existing staff.~~

**108.32:** An employee's change in job classification, or promotion to a new role, that results in a movement to a higher grade will result in a 5.5% increase for each grade change, or pay will be the minimum for the new grade (whichever is higher). An employee's change in job classification, or change in position, will result in a 5.5% decrease for each grade decrease.

**108.3234:** An employee who takes on an interim role, defined as a Full-Time position that the employee is filling on a temporary or limited basis for situations such as maternity leave, temporary position vacancy, long term disability etc. shall be paid an interim stipend in the amount of \$100 per week. The department head shall be responsible for requesting an interim stipend and the stipend is subject to approval by the City Manager ~~Unified Manager~~.

#### **109. TERMINATION OF OFFICE**

Every official, volunteer firefighter and employee, upon the expiration of their term or dismissal, shall deliver to their successor all books and records ~~which that~~ may be the property of the VillageCity, and shall deliver to the City Manager ~~Unified Manager~~ any other municipal property in their possession. If no successor has been appointed within one week after the termination of office, such property shall be delivered to the City Manager or Unified Manager or Trustees ~~City Council~~.

#### **110. REFERENCES**

The VillageCity of Essex Junction will ~~not~~ provide references beyond confirming dates of employment unless a signed release for reference check is completed. - All reference release forms will be submitted to HR and placed in the employee file. All reference requests are to be referred to the HR Director.

#### **111. TRAVELING EXPENSE**

Request for travel expense funds for official business, special education or training shall be submitted on an authorized form. Authorization forms are to be signed by the employee's supervisor. Mileage shall be reimbursed in accordance with IRS allowance and shall be computed based on employee's regular work site as base.

No municipal vehicle shall be used regularly for commuting to and from work, nor shall any public official receive mileage reimbursement for commuting to and from work, unless waived by the City Manager ~~Unified Manager~~ on a case-by-case basis.

Employees and volunteers attending conferences or other training will be reimbursed for the cost of meals. If a meal is not provided, the municipality shall reimburse according to the US General Services Administration including gratuities. ~~public officials and employees up to \$15 for breakfast, \$15 for lunch and \$25 for dinner (including gratuities).~~ In order to receive reimbursement, an Expense Voucher shall be completed and receipts provided. At no time will the municipality reimburse public officials for alcohol or tobacco related products.

#### **112. SMOKING**

Smoking will not be allowed inside any building or vehicle owned by the VillageCity of Essex Junction. Smoking will be permitted outdoors during designated rest breaks and in designated areas only, consistent with state statutes and regulations. For safety reasons, there will be no smoking in any area at -the (except at the Wastewater Treatment Plant/Water Resource Recovery Facility). ~~where no smoking is allowed within the gates).~~

#### **113. EMPLOYEE ASSISTANCE PROGRAM**

The services of Invest EAP, a Vermont-based Employee Assistance Program (EAP), are available for

all employees, including fire fighters, as well as all of all their household members. Invest EAP may be accessed 24 hours a day and seven days a week (24/7), free of charge and confidentially, for help identifying and dealing with the stressors and distractions in their life.

#### 114. OPEN DOOR POLICY.

The VillageCity has an ~~open-door~~open-door policy for employees. ~~In order to~~To maintain an ~~open-door~~open-door policy, employees are encouraged to discuss concerns, issues, problems, and/or ideas with Department Heads or the City Manager- Unified Manager. If employees are unable to resolve issues with their Department ~~Head~~Head, they may address their concerns or ideas to the City Manager — Unified Manager with the understanding that all discussion with the City Manager Unified Manager may be reviewed with the Department Head. The ~~open-door~~open-door policy is not intended to be a means to override department rules or circumvent proper steps to resolve issues.

#### 115. ETHICS POLICY.

~~The Village has an Ethics Policy. The Ethics Policy will be distributed to all employees; board, commission and committee members; elected and appointed officials; and fire fighters upon appointment and annually thereafter per Section 11 of the Ethics Policy. Each person receiving the Ethics Policy shall sign the Ethics Policy acknowledgement form. The City has adopted a policy requiring all City of Essex Junction employees, regardless of position, elected and appointed officials, including both elected and permanent Library Trustee members, to undergo ethics training annually. This commitment to high ethical standards also extends to staff and committee members, who must complete the training at the start of their employment or appointment and continue to do so each year.~~

~~The training is available through the Vermont Ethics Commission's website, and upon completion, employees are asked to send a certificate of completion to the Human Resources Director for recordkeeping purposes.~~

~~The City of Essex Junction's Code of Ethics is modeled on the state statute Sec. 22-243 V.S.A. Chapter 31; 24 V.S.A. Chapter 60. The complete policy can be reviewed in Appendix VIII.~~

#### 116. PARTISAN POLITICAL ACTIVITY

Partisan political activity refers to actions aimed at promoting or opposing a candidate, political party, or partisan group. Ideally, effective local government operates in a non-partisan manner, fostering unbiased, community-centered decision-making.

##### Prohibited Partisan Political Activities

Employees of the City are prohibited from engaging in the following partisan political activities while in connection with the City of Essex Junction duties or resources:

##### 1. Partisan Activities at Work

- o While on duty (whether working remotely or in the office)
- o Within the City of Essex Junction offices (including displaying partisan posters, buttons, hats, clothing, or other paraphernalia)
- o While wearing the City of Essex Junction-branded clothing or accessories
- o While driving a City of Essex Junction vehicle
- o When using the City of Essex Junction-issued devices
- o Through the City of Essex Junction email

##### 2. Use of Official Authority

- o Using one's official authority or influence to affect the outcome of an election or nomination

##### 3. Soliciting or Coercing Contributions

**Commented [CD3]:** Flag for Council- This is a new section from CCRPC, which has been thoroughly vetted by our Legal Council.

- o Directly or indirectly coercing contributions from colleagues for any political party or candidate
- o Soliciting political contributions from others, inviting employees to political events, or suggesting they participate in political activities.

**4. Encouraging Partisan Activity**

- o Knowingly encouraging or discouraging partisan political activities among colleagues

**5. Engaging in Unlawful Political Conduct**

- o Participating in illegal activities related to politics that would render an employee unfit for their position

**Social Media Guidelines** Employees may engage in political discussions on personal social media accounts outside of work hours and without representing the City of Essex Junction.

## ARTICLE 2 EMPLOYEE RULES AND REGULATIONS

**201. EFFECT**

These ~~R~~ules and ~~R~~egulations apply to all municipal employees and are subject to change at any time by majority vote of the ~~Village~~City ~~Trustees~~Council.

**202. APPOINTMENT OF SUPERVISORY PERSONNEL**

The ~~City Manager~~Unified Manager, ~~with the advice of the City Trustees~~Council, shall appoint all personnel with departmental supervisory capacity. The ~~City Manager~~Unified Manager shall also seek the advice of the Library Trustees in the appointment of the Library Director.

**203. ASSIGNMENT OF DUTIES**

The ~~City Manager~~Unified Manager and Department Head shall have the right to assign duties. Where the duties of an office are not provided by any law, the ~~City Manager~~Unified Manager may designate such duties.

The ~~City Manager~~Unified Manager shall approve all job descriptions or any changes thereto, except the ~~City Manager's~~Unified Manager's job description, which is approved by the ~~Trustees~~City Council.

**204. EMPLOYMENT OF PERSONNEL**

Department Heads shall follow the "Administrative Procedures re: Hiring" when filling positions in their departments.

**205. DEPARTMENTAL RULES**

~~Rules for each department shall be developed which prescribe procedures, hours, shifts, work standards, work schedules, departmental organization and similar items and shall enforce the Village~~City of Essex Junction Personnel Regulations. These rules shall be approved by the City  
~~Manager~~Unified Manager and posted for employee review. These rules shall be enforced by the  
~~Department Head and/or the City Manager~~Unified Manager and infractions thereof may subject the  
~~employee to suspension and/or dismissal.~~The~~Each department's guidelines, which establish the~~  
~~procedures, standards, and expectations for the department, should align with the City's personnel~~  
~~regulations, mission statement, and any relevant association contracts. Where specific Department~~  
~~These guidelines exist, they should be provided to each employee~~establish the procedures,  
~~standards, and expectations for the department, and employees should be informed of this~~  
~~information and have access to it through their department.~~

## 206. PROBATIONARY EMPLOYEE

~~Full time: A probationary employee is one who is being considered for full time work on a regular basis. No fringe benefits are granted until the first of the month after date of hire, except for sick, vacation and holiday benefits.~~

~~Permanent Part time: A probationary employee is one who is being considered for a part time position of at least 20 hours per week year round. Part time employees are not eligible for health, dental, and vision benefits. Permanent part employees are eligible for sick leave, vacation, personal time, and holiday benefits at the date of hire. These benefits will be calculated on a prorated basis.~~

~~Completion: The employee is considered and remains a probationary employee until successful completion of six (6) months of employment, and may be extended to one year at the Department Head's recommendation and the Unified Manager's approval.~~  
An employee is considered and remains a probationary employee until completion of one (1) year of employment and receives a satisfactory evaluation. During their probationary period, their employment shall be at will, where the municipality may terminate the employee for any or no reason, and receiving a satisfactory evaluation.

## 207. DISCHARGE FOR CAUSE

After successful completion of their probationary period ~~an full time~~ employee may be suspended or discharged for cause.

Subject to its obligations to employees with disabilities, the municipality shall have cause to terminate an employee who is unable to perform the customary duties or responsibilities of their assigned position per Section 403.

~~Part time employees under 20 hours, remain "at will" employees and may be discharged at any time with or without cause.~~

## 208. EVALUATIONS

~~Performance evaluations will be conducted at least twice a year in the first year of employment (at six months employment and end of one year of employment) then annually thereafter by the Supervisor with the assistance of other supervisory personnel who have observed the performance of the employee. Evaluations will be based upon existing criteria and such other criteria as are determined by the Supervisor after consultation with the City Manager Unified Manager. If an employee is promoted or changes jobs, that employee shall be evaluated (appraised) after six (6) months on the job and at the one year mark, then annually thereafter on the anniversary date of hire for the new job. An employee should review and sign each evaluation acknowledging receipt.~~

~~Performance evaluations shall be conducted within two weeks of an employee's annual review date unless both parties agree to another date. Performance evaluations will be conducted at least twice a year in the first year of employment (at 6 months employment and end of one year of employment) and then before April 15th of each year for all non-Department Head positions and May 15<sup>th</sup> for Department Head positions after that by the Supervisor with the assistance of other supervisory personnel who have observed the performance of the employee. Evaluations will be based upon general criteria applicable to all employees and such other job-specific criteria as are determined by the Supervisor. If any of the evaluation criteria that are common for all City employees changes, the employees shall be notified of that change as soon as possible. If an employee is promoted or changes jobs, that employee shall be evaluated after six (6) months ~~on~~ in the new job and at the one-year mark, then April/May 15<sup>th</sup> of each year after that. Performance evaluations shall be conducted before April/May 15<sup>th</sup> to establish merit increases effective the first full payroll of the fiscal year. To transition from anniversary date evaluations to April/May 15<sup>th</sup> evaluations, FY25 evaluations will be done on anniversary dates; then, all staff evaluations will be done by April/May 15, 2025, in preparation for the FY26 fiscal year. Guidelines for evaluations will be provided annually from the Human Resources Director or the City Manager to ensure the evaluations are being conducted consistently, and that the evaluation criteria are associated with job descriptions.~~

## 209. PERSONNEL FILE

An individual file shall be kept on all personnel. Each employee shall have the right to inspect their own personnel file periodically by making an appointment with the Human Resources Director for this purpose. Maintenance of personnel files shall be as outlined in the Administrative Procedures Regarding Personnel Files And and Medical Records policy. Files should not leave the City offices. See APPENDIX Appendix XIII.

#### 210. EMPLOYEE ORGANIZATIONS

Employees of the VillageCity may fully and freely associate themselves in organizations of their own choosing for their mutual benefit. No employee shall be required to join any such organization as a condition of employment.

#### 211. PRESCRIPTION MEDICATIONS

(a) Medications prescribed by accredited-licensed physicians and used by the person for whom prescribed, at the prescribed dosage levels, do not fall within the prohibition of the VillageCity of Essex Junction Substance Abuse Policy. SeeEE APPENDIX Appendix IX for The Substance Misuse Policy.

(b) However, employees who must take prescribed medications during the work dayworkday are responsible for the safekeeping of the medication(s). Failure to store the medication(s) safely and securely is cause for disciplinary action. In order that the VillageCity may protect the health and safety of all employees, and maintain the professional standards required in fulfilling its duties to the public, each employee has the duty of reporting their use of any prescription medication(s) thatwhich may affect job performance to their Department Head prior to reporting to work while using the medication(s), so that appropriate safeguards may be discussed and arranged. Failure to comply with this requirement is cause for disciplinary action.

#### 212. ~~ALCOHOLIC BEVERAGES~~SUBSTANCE USE

The consumption of alcoholic beverages or mind altering drugs on any property owned by the VillageCity of Essex Junction is prohibited. No employee shall be under the influence of alcohol or any illegal- mind altering- drugs while working for the VillageCity. See Appendix IX for The Substance Misuse Policy

#### 213. ACCIDENTS

Personnel involved in, or having any knowledge of, any accident to any property or equipment owned or operated by the VillageCity shall immediately report the accident and pertinent information to the Department Head and the HR Director Finance Director. - In the event of any serious emergency, medical assistance shall be called immediately.

#### 214. CLOSING A VILLAGECITY DEPARTMENT

The City Manager Unified Manager may close a VillageCity Department (including except the Library) due to inclement weather, safety, employee funeral, etc. The VillageCity TrusteesCouncil shall be notified of all such decisions. If the City Manager Unified Manager closes a VillageCity Department, employees shall receive full pay during normal working hours. The Library Trustees, in coordination with the Library Director, have the authority to close the Library due to inclement weather, safety, employee funeral, etc. If the Library Trustees close the Library, Library employees shall receive full pay during normal working hours.

#### 215. BUILDING SECURITY

It is the responsibility of all employees to ensure that the building in which they work is secure upon closing for the day and that all doors and windows are locked. It is also an employee's responsibility to shut off the lights when they are the last person out of the building.

#### 216. ABSENCE WITHOUT LEAVE

Commented [CD4]: Flag for Council - these edits mimic the DRAFT Library MOU. Not sure which document will get finalized first.

No employee may be absent from duty without permission ~~of his/her~~ from their Department Head. ~~Absence without leave shall be sufficient cause for forfeiture of all rights and privileges earned while employed.~~ An employee absent for three (3) consecutive working days without notice shall be considered to have resigned.

#### **217. PERSONAL AFFAIRS**

~~All employees are expected to maintain their personal affairs, including their financial dealings, in keeping with an acceptable standard of conduct. It is assumed that each employee will not let their private life reflect unfavorably on the Village or their work with the Village. All employees shall maintain high moral and ethical standards of conduct and shall comply with the City Code of Ethics Policy.~~

#### **2187. Religious Belief Accommodations**

The City of Essex Junction, is dedicated to respecting and accommodating the religious beliefs of employees and volunteer firefighters. We understand that these beliefs are an integral part of the employee and the City ~~is committed~~ is committed to making reasonable accommodations whenever possible, as required by law.

If you need an accommodation for your religious practices, please speak to your Department Head. You can do this by submitting a written request to your Fire Chief or Department Head. In your request, please include the name of your religion, ~~the name of a local religious leader,~~ the specific accommodation you need, the reason for the accommodation, and evidence that this requirement is non-waivable or not subject to reasonable modification.

Once we receive your request, the Fire Chief or Department Head will review it and provide you with a written response. We aim to grant reasonable accommodations whenever possible. Here are the criteria we consider:

1. Genuinely Held Belief: Your request must be based on a sincerely held religious belief. We may ask for verification from ~~your religious leader~~ an individual that is aware of your sincerely held religious practices or beliefs or other proof of applicable religious doctrine if necessary.
2. Essential Functions: You must be able to perform all the essential functions of your position with the accommodation.
3. Undue Hardship: The accommodation must not impose undue hardship on ~~the Essex Junction Volunteer Fire~~ the City Department.
4. Notification of Changes: If your circumstances change and you no longer need the accommodation, please notify the Fire Chief or Department Head immediately.
5. Non-Discrimination: The accommodation must not result in illegal discrimination against other employees or volunteer firefighters.

**Commented [CD5]:** Flag for Council: This only existed in the Fire Dept section before. We just moved it here and updated with advice from Claudine and the EEOC - Equal Employment Opportunity Commission.

### **ARTICLE 3 EMPLOYEE BENEFITS**

The benefits listed below are for full-time employees except that part-time employees scheduled to work at least 20 hours per week year-round, are entitled to paid sick leave, vacation, personal time, and holidays on a pro-rated basis. In addition, part-time employees who are 18 years of age or older, work more than 20 weeks per year, and work at least an average of 18 hours per week during the year are entitled to paid sick leave in accordance with ~~Vermont Statute 21 V.S.A. §§ 482- & 483.~~ (See Appendix III)

Full time employees should not accrue negative balances in their time bank unless there are extenuating circumstances subjective to approval by the City Manager.

#### **301. SICK LEAVE:**

Full-time employees will accumulate 1.5 sick days (12 hours) per month, which may be used in compliance with Vermont Sick Leave ~~Law, Title Law, Title 21 V.S.A., Chapter 5, §§ 481- 486~~ Subchapter 4B. Sick leave may be used for additional reasons beyond Vermont Sick Leave Law

at the discretion of the ~~City Manager~~ Unified Manager.

Sick time is a privilege and is to be used only for legitimate absences.

Department Heads and the ~~City Manager~~ Unified Manager will have the authority to require that an employee who is on sick leave for their own illness be examined by a physician selected by the municipality. This option would afford the ~~Village~~ City with a "second opinion" regarding sick leave. This would, of course, not prevent an employee from seeing their own physician.

### 302. VACATION

Vacation time will be accrued at the following rates:

New hire to 5 years:	3 weeks (10 hours/month)
5 years to 10 years:	4 weeks (13.34 hours/month)
After 10 years:	5 weeks (16.67 hours/month)
After 20 years:	5 weeks, 2 days (18 hours/month)

Employees may not accrue more than ~~340~~ 320 vacation hours at the end of the calendar year, and must take at least 5 days of their yearly vacation accrual; these days need not be consecutive. If the department's staffing needs directly cause the disapproval of a timely leave ~~request, or request or~~ cause a revocation of approved leave the employee shall be paid for all hours in excess of ~~320-340~~ vacation hours (associated with the denial) prior to the addition of the new yearly entitlement.

All requests for vacation time must be approved by the Department ~~Head, and~~ Head and must be made using the methods determined by the ~~City Manager~~ Unified Manager.

~~Employees who leave within the first 6 months of employment will not receive a payout for sick leave, vacation, or personal time.~~

Employees who retire or resign with 10 business days' notice, or who are laid off for reasons of economic necessity, shall be paid for unused, accrued vacation time at the rate of pay in effect at the time of the separation. Except Employees who leave within the first 6 months of employment will not receive a payout for sick leave, vacation, or personal time.

### 303. HOLIDAYS

The holidays to be observed with pay are:

New Year's Day  
Martin Luther King Day (3<sup>rd</sup> Monday in January)  
Presidents Day\*✓  
Memorial Day  
Juneteenth (June 19<sup>th</sup>) ✓  
Independence Day (July 4<sup>th</sup>)  
Bennington Battle Day (August 16<sup>th</sup>) ✓  
Labor Day (1<sup>st</sup> Monday in September)  
Indigenous Peoples' Day (2<sup>nd</sup> Monday in October) ✓  
Veterans Day (November 11<sup>th</sup>) ✓  
Thanksgiving Day  
Day after Thanksgiving Day  
\*\*Workday before/after Christmas Day\*\*  
Christmas Day  
~~Three (3) personal holidays~~ Three (3) personal holidays (choice of the employee) \*\*\*

\* The Administration, Community Development, and Library departments shall close on President's Day. In lieu of President's Day, ~~the~~ Public Works and ~~Wastewater~~ ~~the~~

Water Resource Recovery Facility departments shall take the day off before or after July 4th as decided upon by the City Manager ~~Unified Manager~~ by May 1<sup>st</sup>.

✓ The Essex Junction Recreation and Parks will not close on Presidents Day, Juneteenth, Bennington Battle Day, Indigenous Peoples' Day and Veterans Day. ~~Unless these days align with a day that the Essex Westford School District is scheduled to be off, in lieu of these holidays, Essex Junction Recreation and Parks shall close when the Essex Westford School District is closed due to inclement weather.~~

If by May 1 there have not been ~~4~~ 5 closed days, employees will be given the remaining days as personal holidays. Employees shall work or use paid leave for any additional days beyond ~~4~~ 5 that schools are closed.

\*\* Workday before or workday after Christmas. Date will be set by the City Manager ~~Unified Manager~~ by May 1<sup>st</sup> of each year.

\*\*\* Personal Holidays may be taken in increments of ½ hour or more at a time.

If an employee is on authorized sick leave during a paid holiday, the employee will not be assessed sick leave for that day.

Holiday pay will be for eight (8) hours in a day. Teams shall make provisions for how to handle holidays.

Whenever possible, the VillageCity of Essex Junction will follow the federally recognized dates for these holidays. ~~When any holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. If a holiday falls on a Saturday, the Friday before is the observed holiday. If a holiday falls on a Sunday, the following Monday is the observed holiday. Should a holiday fall on a Saturday, the Library will close. Scheduled staff have the option to use earned leave or make up the time by shifting their schedules to work during the week.~~

### 304. VARIOUS INSURANCES

The first of the month after the date of hire, employees shall be eligible for the VillageCity's Health Plan, Cafeteria Plan, the Dental Plan, and Vision Plan. Effective on date of hire employees shall be eligible for the Life Insurance Plan, Short Term Disability, the Retirement Savings Program, sick, vacation, holiday, personal days).

**304.1. Health Insurance:** The VillageCity shall enroll all full-time employees in Group Health Insurance plans covering the employee and dependents of the employee, unless the employee opts out. When an employee's employment terminates, the health plan will terminate at the end of that month in which the employee has their last ~~work day~~ workday. Benefits will be provided in accordance with Federal law (i.e., COBRA) or state law for civil union partners.

(a) Employees will contribute towards the health insurance premiums as follows ~~The VillageCity will pay the following premium amounts for employees:~~

- ~~Employees will pay a dollar amount equal to 14% of the cost of the Platinum Standard medical premium.~~
- Effective January 1, 202~~5~~4 Employees will pay a dollar amount equal to ~~5~~4.0% of the cost of ~~the high deductible health plan option~~ premium
- Effective January 1, 202~~6~~2: Employees will pay a dollar amount equal to ~~6~~3.0% of ~~the cost of the premium~~ cost of the high deductible health plan option

- Effective January 1, 2027: Employees will pay a dollar amount equal to 6.0% of the cost of the premium

(b) The employee contribution to the medical premium will be paid through (pre-tax) payroll deduction.

(c) Regarding cost of deductibles, co-payments, and co-insurance associated with covered benefits, the City shall be responsible for the first eighty percent (80%) and the employee shall be responsible for the remaining twenty percent (20%) of the premium. The City provides a Health Reimbursement Arrangement (HRA) to pay the first 80% of the deductible and co-pay. The employee shall be responsible for the remaining 20%.

(d) If an employee opts out of the VillageCity's health insurance, and provides evidence that the employee has health insurance through another source, 25% of the VillageCity's cost of the Platinum plan premium for which the employee is eligible shall be paid to the employee monthly. If an employee opts out of the City's health insurance and provides evidence that the employee has health insurance through another source, 235% of the City's cost of the plan premium for which the employee is eligible shall be paid to the employee monthly. On January 1, 2025, the monthly amount that will be paid to an eligible employee for opting out will increase to 35% of the City's cost of the plan premium. The opt-out payment is taxable income to the employee.

(e) Health benefits provided to an employee's domestic partner are subject to taxation under federal law. Since the City's health benefits are offered on a pre-tax basis for employees, the value of the benefits extended to a domestic partner is considered taxable income. Employees should account for this taxable income when filing their tax returns. For further guidance, employees are encouraged to consult a tax professional or refer to IRS regulations.

**304.2. Cafeteria Plan (Optional):** The VillageCity shall offer a Section 125 (Cafeteria Plan) to all full-time employees. The plan shall include the following components:

- (a) Premium Conversion: Allows employee paid premiums to be paid with pre-tax dollars.
- (b) Election of Dependent Care Assistance: Allows up to the maximum IRS allowed amount per year to be deducted pre-tax from employee's pay to be reimbursed to the employee to pay eligible dependent care expenses.
- (c) Flexible Spending Account for Health Care Reimbursement: Allows up to the maximum IRS allowed amount per year to be deducted pre-tax from employee's pay to be reimbursed to the employee to pay eligible (not reimbursed by insurance) health care expenses.

**304.3. Dental and Vision Insurance:** The VillageCity provides dental and vision insurance for all full-time employees and dependents at no cost to the employee. ~~The current carriers are Northeast Delta Dental and Vision Service Plan.~~

**304.4. Life Insurance:** A life insurance policy shall be carried for each full-time employee with a death benefit payable to the employee's named beneficiary of 2 ½ times base salary up to \$100,000. The IRS-determined value of the insurance amount that exceeds \$50,000 is taxable subject to the IRS valuation table which is based on an employee's age and the dollar amount of insurance coverage that exceeds \$50,000.

**304.5. Short Term Disability:** A policy shall be carried providing a weekly benefit to each full-time employee in the event of time lost from work due to non-occupational accident or sickness. The weekly benefit is 66.66% of base salary up to \$400.

**304.6. Retirement Savings Plan:** For employees hired before October 1, 2021. The VillageCity will continue to provide the current 401(a) ICMA-RC plan. Employees shall continue to contribute 5% of their regular income and the VillageCity shall continue to contribute 10%. The current retirement plan is the ~~ICMA Retirement Corporation Governmental Money Purchase Plan and Trust 401(a) Mission Square and MSQ Trust Series plan.~~

~~Eligible employees hired before October 1, 2021 shall have the option to switch from the~~

~~existing 401(a) retirement plan to the VMERS C retirement plan. Employees electing to switch must do so for an effective date of July 1. The earliest possible effective date for this switch shall be October 1, 2021 (the effective date of implementation). Employees are responsible for following all necessary processes as laid out by VMERS to ensure their changes occur on their desired effective date.~~

~~Employees hired after October 1, 2021 must join the VMERS C Retirement Plan once they become eligible.~~

~~Employees who were hired before July 1, 2021, and had the option to enroll in Vermont Municipal Employees' Retirement System ("VMERS") VMERS C but declined enrollment at the time (original offering effective 7/1/21), can join VMERS at a future date, at the beginning of the nearest quarter. These employees must contact the Human Resources and VMERS for the required election form. However, if an employee chooses not to join when originally offered (effective 7/1/21) and wants to receive VMERS service credit for municipal time between 7/1/21 and the date in which they opted to join, the member ~~themselves may and is solely responsible for~~ "purchase" of service credits for this time frame. The member is solely responsible for purchasing those credits.~~

~~The current retirement plan is VMERS. Employees hired after July 1, 2024, must join either VMERS C or VMERS DC Retirement Plan once eligible.~~

The VillageCity shall contribute the VMERS required employer contribution amounts for all employees participating in the VMERS C and VMERS DC retirement plan. Each participant is required to contribute the employee required contribution amount as required by the plan.

The VillageCity accepts no responsibility for the security of funds or ~~investments~~ investments, or the outcomes of monies deposited in the retirement plan on behalf of employees.

### 305. LEAVE OF ABSENCE

#### 305.1. LEAVE OF ABSENCE WITHOUT PAY

~~Any request for a leave of absence shall be submitted in writing to an employee's immediate supervisor. The request shall state the reason for the leave of absence and the approximate length of time off desired. Written authorization for leaves of absence shall be furnished by the employee's immediate supervisor. Any request for a leave of absence must be submitted in writing to an employee's immediate supervisor. The request should include the reason for the leave and the approximate duration of the absence. Written authorization for leaves of absence will be provided by the employee's immediate supervisor. However, FMLA leave requests supersede this process and must comply with all federal laws related to FMLA-qualifying leave.~~

- ~~• Maximum Length: The maximum length of leave that may be requested will be determined by the City Manager and any applicable legal requirements.~~
- ~~• Continuation of Benefits: Benefits may continue during the leave of absence, but this is subject to the terms of the benefits plan and/or the Consolidated Omnibus Budget Reconciliation Act.~~
- ~~• Health Contributions: While on unpaid leave, an the employee may be responsible for paying the employee's health contributions or the entire premium depending on circumstances of the leave. The method of payment should be arranged with the Human Resources department prior to the start of the leave.~~
- ~~• When Benefits Stop: Benefits will stop if the leave exceeds the period allowed by the benefits plan.~~

#### 305.2. BEREAVEMENT LEAVE

Paid leave of absence for bereavement of immediate family, including pregnancy loss, may be granted upon approval of the ~~Department Head~~ Human Resources Director in

~~coordination with an employee's~~ the Department Head. These personal leaves shall not exceed five (5) days in any one fiscal year.

The ~~City Manager~~ Unified Manager, at his or her discretion, may grant additional bereavement leave in excess of five (5) days in one year in cases where an employee has experienced the for a death in the of an immediate family.

~~Immediate family shall include spouse, domestic partner, children, mother, father, sister, brother, grandparents, grandchildren, step-parents, step-children, and immediate family of spouse/domestic partner as defined above. Immediate family shall include the employee's spouse, domestic partner, children, (including step-children or any children who live with the employee for whom the employee provides care), parent or step-parent, siblings, grandparents, grandchildren, and immediate family of spouse/domestic partner.~~

One (1) day leave per fiscal year, with pay shall be granted in the event of the death of any other family member, fellow employee, or family friend with approval of the ~~City Manager~~ Unified Manager. The ~~City Manager~~ Unified Manager, at their discretion, may grant one additional day leave with pay in the event of another death of other family member, fellow employee, or family friend in the same fiscal year.

In the event that a member of an employee's immediate family undergoes ~~esee~~ long-term hospitalization for serious or terminal illness, the administration will consider, on a case-by-case basis, allowing the employee to borrow sick days, up to a maximum of one (1) year's limit, providing the employee has no accumulated sick leave. The employee should submit a written request to Human Resources to borrow time. Should the employee terminate their employment with the ~~VillageCity~~, the value of borrowed sick days shall be subtracted from any monies owed the employee at time of termination. In order to borrow leave from their future accruals, the employee must sign a form that authorizes the reduction from final pay in the event the employee terminates employment with the City prior to earning enough leave that eliminates the negative balance.

### 305.3. MATERNITY LEAVE

~~Full-time employees may take six (6) weeks of continuous (eight (8) weeks for caesarian delivery) beginning on the delivery date and receive from the VillageCity that portion of their normal salary which is not paid by short-term disability for those six weeks (eight weeks for caesarian). The employee shall not receive more than 100% of their usual salary during maternity leave from these combined sources. Accumulated sick leave time may be used for maternity leave prior to delivery date. For maternity leaves of more than six weeks (eight weeks for caesarian) after delivery for medical reasons, the VillageCity's disability program combined with sick leave may be utilized. If an employee is also eligible for Vermont Parental and Family Leave Act (VPFLA) leave and/or federal Family and Medical Leave Act (FMLA) leave, any leave taken under this section will count towards an employee's twelve (12) weeks of Parental and Family VPFLA Leave and/or FMLA leave.~~

~~Full-time employees may take six (6) weeks for vaginal delivery, or continuous eight (8) weeks for caesarian delivery, beginning on the delivery day and receive from the City that portion of their regular salary that is not paid by short-term disability for those six weeks (eight weeks for caesarian). Employees shall not receive over 100% of their usual wage from these combined sources during maternity leave. Accumulated sick leave time may be used for maternity leave before delivery. For maternity leaves of more than six weeks (eight weeks for caesarian) after delivery for medical reasons, the City's disability program combined with sick leave may be utilized. If an employee is also eligible for Parental and Family Leave, any leave taken under this section will count towards an employee's twelve (12) weeks of Parental and Family Leave. If, after taking twelve (12) weeks of Parental and Family Leave, an employee has remaining accrued leave, the employee may use that time to add up to two (2) additional weeks of leave. This additional two (2) weeks of leave (or less, if their accrued leave balances~~

are less than two weeks) may be taken in full, lasting up to two (2) full-time weeks, or, at their department head's discretion, they may use the leave on a part-time basis for a maximum of 4 (four) weeks to transition back to their regular full-time schedule.

#### **305.4. SPOUSAL/~~PARTNER~~ LEAVE**

~~Full-time employees may take up to five (5) continuous days of spousal/partner leave with full pay~~

~~upon the birth of a child. If an employee is also eligible for Vermont Parental and Family Leave Act (VPFLA) leave and/or federal Family and Medical Leave Act (FMLA) leave, any~~

~~leave taken under this section will count toward an employee's twelve (12) weeks of Parental and Family Leave/VPFLA and/or FMLA leave. Employees may use their accrued leave while taking FMLA/VPFLA.~~

#### **305.5 ADOPTION LEAVE**

~~Full-time employees may take up to five (5) days of paid leave when adopting or fostering a child(ren). If~~

~~an employee is also eligible for Vermont Parental and Family Leave Act (VPFLA) leave and/or federal Family and Medical Leave Act (FMLA) leave, any leave taken under this section will count toward an employee's twelve (12) weeks of Parental and Family Leave/VPFLA and/or FMLA leave. Employees may use their accrued leave while taking FMLA/VPFLA.~~

#### **305.6 PARENTAL AND FAMILY LEAVE WITHOUT PAY**

(a) A full-time employee, with one year or more days of service, shall be entitled to take unpaid leave for a period not to exceed 60 working days (12 weeks) in a 12-month period for parental leave (to include birth or adoption). Equivalent leave is available for an employee if he or she is seriously ill or his or her children, stepchildren, foster children, ward of the employee who lives with the employee, parents, spouses, or parent of employee's spouse are seriously ill. Serious illness means an accident, illness, injury, disease, or physical or mental condition that (1a) poses imminent danger of death, (2b) requires inpatient care in a hospital, hospice, or residential medical care facility, or (3e) requires continuing in-home care under the direction of a physician treatment or rehabilitation by a health care provider.

~~(b) Full-time employees are also eligible for unpaid short-term leave up to four hours in any 30 day period, not to exceed 24 hours in any 12 month period for the following reasons: (1a) to participate in preschool or school activities of the employee's child, stepchild, foster child, or ward, parent, spouse, parent-in-law; (2b) to attend or accompany the employee's child stepchild, foster child, ward, parent, spouse, parent-in-law or other family member, as defined in 21 VSA, 472a(2), to routine medical or dental appointments; (3e) to accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; and (4d) to respond to a medical emergency of the employee's family member involving the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse, or parent-in-law. Employees should make reasonable efforts to schedule appointments outside of normal working hours.~~

~~as defined in 21 VSA 472a(4). Employees should make reasonable efforts to schedule appointments outside of normal working hours.~~

(c) Employees may use accumulated paid leave time (sick, compensatory, personal holiday or vacation) while out on parental and family leave.

#### **306. JURY/~~WITNESS~~ DUTY**

All full-time employees will have jury ~~or witness~~- duty time paid at their regular base pay. ~~Meal and travel expenses will not be considered as part of Jury or Witness Pay unless service as a witness is related to the employee's employment by the City, in which case meal and travel expenses will be paid by the City.~~

### 307. TUITION REIMBURSEMENT

The ~~VillageCity~~ shall pay up to six (6) education credits per fiscal year for an accredited college or university with reimbursement to be limited to the University of Vermont rate for in-state students. A grade of "C" or better must be achieved in the classes ~~in order to~~ receive reimbursement. Educational courses requested shall be related to jobs within the ~~VillageCity~~ classification system, in line with departmental priority, and subject to the ~~City Manager's Unified Manager's~~ prior approval. ~~If you leave within 6 months of employment you will be required to reimburse the City for the cost of the classes.~~

### 308. ~~WELLNESS INCENTIVE PROGRAM SELF-BETTERMENT PHYSICAL FITNESS PROGRAM~~

The ~~VillageCity~~ believes that healthy employees are better employees, ~~and offers a wellness incentive program.~~ Employees who participate in the programs ~~designed or managed by the Town and VillageCity's health and wellness committee Human Resources Department may receive annual health and a~~ wellness bonuses not to exceed \$350 per year. ~~Effective fiscal year 26 and fiscal year 27 wellness bonuses will not exceed \$400 per year. Employees should refer to the payroll calendar for the deadline to submit the wellness form for reimbursement each fiscal year.~~

### 309. PERSONAL PROPERTY

The ~~VillageCity~~ shall reimburse an employee for personal property lost or damaged provided that (1) the loss or damage was in no way caused by the personal negligence of the employee, and (2) adequate proof is made that the loss or damage was incurred in the performance of a function particular to the job. In the event of prescription eyeglasses, ~~including prescription sunglasses (other than sunglasses)~~, dental plates or cellphones are lost or damaged, the ~~VillageCity~~ shall reimburse the employee up to two thirds (2/3) of the cost of the lost or damaged item, subject to the same provisions set forth in the preceding sentence.

### 310~~2~~. WORK DAYS AND WORK WEEK

The municipal work week shall be forty (40) hours per week. Employees will be paid ~~bi-weekly.~~ ~~After July 1, 2022 the VillageCity has the right to switch from weekly payroll to bi-weekly payroll by providing ninety (90) days' written notice to the Association President. In addition, E~~employees shall have access and training to view their leave accruals on the new electronic payroll system. No payroll checks will be issued in advance.

- (a) All employees' work schedules shall provide for a fifteen- minute rest ~~breakperiod~~ each regular one-half shift. Employees may combine their two fifteen-minute rest ~~breakperiods~~ earned during their regular work day, but may not exchange them for their 30 minute meal ~~breakperiod as described below provided for 342(b).~~ Should the employee be required to work any additional two hours beyond the regular work period, they shall be entitled to an additional 15-minute rest ~~breakperiod~~.
- (b) All employees shall be granted a 30-minute meal ~~breakperiod~~ during each eight (8) hour work shift. Whenever possible, the meal ~~breakperiod~~ shall be scheduled at the middle of the shift. Employees required by their supervisor to remain on the job site during the meal ~~breakperiod~~ shall be paid for such period.
- (c) Employees whose work conditions require it, shall be granted a fifteen-minute personal clean-up period immediately prior to the end of each work shift.
- ~~(d) In circumstances where a shift is not a typical 8-hour shift at the Library, breaks shall be provided as follows: employees working a four (4) to six (6) hour shift receive one fifteen (15)~~

minute break. Employees working a six (6) to eight (8) hour shift receive two fifteen (15) minute breaks.

### **3113. OVERTIME**

**3113.1.** In accordance with the Fair Labor Standards Act (FLSA), hourly employees will be paid overtime (time and one half) for hours worked over 40 in one week. All requests for overtime pay must be approved by the employee's Supervisor.

**3113.2.** Hourly employees required to work hours beyond-outside-of the agreed upon weekly schedule will  
— be paid overtime.

**3113.3.** Hourly employees required to work on Sundays and Holidays shall be paid double time for work performed on those days. Holidays are the day of the Holiday and the days observed by the VillageCity, the length of the day is 12 AM through 11:59 PM. Personal holidays are not considered holiday for this purpose.

**3113.4.** Hourly employees may elect to accrue compensatory time in lieu of cash payment. The rate of time accrued shall be one —and-one-half hours of compensatory time off for each hour overtime worked (except for hours worked on Sundays and holidays which will be double time). The total amount of accrued compensatory time shall not exceed 200 hours. All compensatory time will be paid out in the last pay-checkpaycheck of the calendar year.

Forty (40) hours of compensatory time can be carried over in the new calendar year.

— **3113.5.** Employees may convert up to 40 hours of accrued compensatory time to pay each fiscal year, with a minimum request of 4 hours. The request must be submitted on a form specific to this purpose (See Appendix I) and approved by the employee's Supervisor. Conversion over the 40 hours maximum per year may be granted at the discretion of the City Manager- Unified Manager.

**3113.6.** Employees in positions that are classified as exempt from the FLSA shall not receive any overtime pay. In addition elected officials who have a salary established by the Board of Trustees- City Council shall not receive any overtime pay. A current list of exempt positions can be found in Appendix VI.

**3113.7.** Due to the demands and the nature of the work, sections 3113.2 and 3113.3 shall not apply to recreation department employees. Recreation employees may be required to work outside of their agreed upon schedule and/or on Sundays or Holidays, and Holidays and shall be paid at their regular hourly rate. They will arrange with the Recreation Director if time off should be rescheduled for another day. Section 313.1 shall still apply for hours worked over 40 in a week.

### **3124. FULL-TIME EMPLOYEE BENEFITS RELATED TO SICK LEAVE**

**3124.1.** Sick Leave Conversion. A full-time employee who has accumulated 75 or more sick days (600 hours) may convert (on a 2:1 basis) up to 10 sick days into up to 5 days additional vacation or pay per year. (See Appendix II)

**3124.2.** Sick Leave Pay Out. Employees who leave employment in good standing shall have sick time paid out in accordance with Appendix VII.

**3124.3.** Employees are eligible to use sick leave in compliance with Vermont Sick Leave Law Title 21 V.S.A Vermont Statutes Annotated, Chapter 5, Subchapter 4B, §§ 484—486. For the purposes of sick leave usage only, the VillageCity will recognize domestic partners, as defined by the state of Vermont Human Resources Department with regard to coverage for State of Vermont health and dental plan, in the same fashion as a “spouse, meaning that: (a) the persons are each other's sole domestic partner and have been in an enduring domestic relationship sharing a residence for not less than six consecutive months prior to the submission of the application; (b) the persons are eighteen years or older; (c) neither person is married to anyone else; (d) the parties are not related by blood closer than would bar marriage

under Vermont state law; (e) the persons are competent to enter into a legally binding contract, and (f) the persons have agreed between themselves to be responsible for each other's welfare," as defined in the Vermont Sick Leave Law

Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the ~~City Manager~~ Unified Manager.

**3124.4.** Employees hired prior to July 1, 2021 shall have no limit on sick leave accruals. Employee hired after July 1, ~~2024~~ 2021, shall have a 600 hour maximum sick accrual limit.

### **3135. LAYOFFS AND FURLONGHS**

**3135.1 Layoffs:** Any municipal employee may be laid off when it is necessary to reduce the number of employees in any department because of a shortage of work or funds, abolition of a position, change in departmental functions or organizations, or for related reasons which-that do not ~~reflect~~ discredit ~~on~~ the employee. Employees shall be laid off insofar as possible in inverse order of length of service within the class of positions. Persons laid off in accordance with the foregoing procedure shall be entitled to have their names placed at the head of a reinstatement list, according to their seniority, with the most senior employees being reinstated first.

**3135.2 Furloughs:** In the event of unforeseen circumstances, including, but not limited to, budget shortfalls, technology failures, disease or pandemic, loss of grant funding, etc., the ~~VillageCity~~ may determine to place one or more employee(s) on partial or full Furlough. A Furlough is a form of leave from employment during which the employee is not paid wages for time spent on such leave, ~~although~~ the employee remains employed. Typically, Furloughs are an alternative to a layoff, and therefore, protect an employee's employment.

The ~~City Manager~~ Unified Manager, with input from Department Heads, will determine which positions will be assigned to be on Furlough. The ~~City Manager~~ Unified Manager will also determine the length and frequency of any Furloughs, and what insurances, leaves and other benefits will be continued or discontinued during the Furloughs.

If an employee holds a position covered by a collective bargaining agreement, the ~~VillageCity~~ will give advance notice of and or bargain with the Association regarding proposed Furloughs to the extent that it is legally required to do so under ~~the particular~~ its collective bargaining agreement and the law.

### **3146. SENIORITY**

Earned seniority shall not be lost due to an authorized leave of absence or military service. All seniority rights shall be lost by resignation or dismissal.

### **3157. METHODS OF REINSTATEMENT**

Whenever a vacancy occurs in any position, the ~~City Manager~~ Unified Manager shall reinstate a laid off employee in the same position in which they were formerly employed ~~any person who had been appointed and who had been temporarily separated from the position~~, and their seniority of service shall be governed by the date of their original appointment, subject to passing a physical examination, if the layoff was longer than thirty (30) days.

### **3168. ~~ARMED SERVICES~~ MILITARY LEAVE EMPLOYMENT OF PERSONS WHO SERVE IN THE UNIFORMED SERVICES**

(1) Any full-time employee of the ~~VillageCity~~ who is a duly qualified member of the reserve components of the ~~armed forces~~ uniformed services of the United States of America or State of ~~Vermont~~ and Vermont shall be entitled to reinstatement of employment and benefits if the employee is absent from work due to a reason of service and ~~and~~:

(a) who, in order to ~~Service in the~~ to receive military training with the ~~armed forces~~ uniformed

services of the United States, is such that the cumulative length of the absence from City employment and of all previous absences from City employment by reason of service in the uniformed services does not exceed 5 years-not to exceed fifteen (15) days in any one fiscal year, leaves a position other than a temporary position, and;

(b) who gives evidence defining the date of departure and the date of return for purposes of military training thirty (30) days prior to the date of departure, and

(c) who shall further give evidence of the satisfactory completion of such training-service immediately thereafter, and

(d) who is still qualified to perform the duties of such position, shall upon return be entitled to be restored to their previous or similar position with the same status, pay and seniority. In such circumstances, seniority shall continue to accrue during such period of absence. Such period of absence shall be construed as an absence with leave. Under such circumstances, the VillageCity shall pay the employee the difference between what they are paid by the military during such training period, and what they would have earned with the VillageCity. Such period of absence shall not be deducted from the employee's vacation ~~pay, or pay or~~ counted as vacation time.

(2) If an employee is called to active duty, they shall be entitled to accrue and maintain all benefits for a period of thirty (30) days after the employee has been placed on active duty. Under such circumstances, the VillageCity shall pay the employee the difference between what they are paid by the military during such time period, and what they would have earned with the VillageCity.

After thirty days, the VillageCity will not make up the difference in pay. Also, benefits will no longer accrue during this time period or be paid for by the VillageCity.

Each employee shall also have such other re-employment rights as provided by (and subject to the conditions of) 38 U.S.C. Section-Chapter 43, Subchapter II04.

### **319. CELLPHONE STIPEND**

Employees required to use their cell phones for work purposes will receive a monthly stipend to offset the cost of using a personal cell phone for business activities. Eligibility for the stipend is based on job requirements, such as the need to be accessible outside of normal working hours or requiring wireless data access not available through existing work equipment.

The stipend request must be approved by the employee's department head or the City Manager. The stipend amount is determined annually and is based on the cost of a cell phone plan under the City's current wireless carrier contract.

Employees receiving the stipend are responsible for purchasing their own cell phone service and equipment, complying with data security laws and any existing City policies, and ensuring the safe use of their cell phones. They must also keep records of their phone usage and report any changes in job functions that affect their need for a cell phone. This stipend is a non-taxable fringe benefit and does not constitute an increase in base pay.

### **320. DOGS IN THE WORKPLACE**

Employees may bring dogs to the workplace with prior approval from their Department Head or the City Manager. All dogs must meet established health and behavior standards, including being licensed, vaccinated, free of parasites, in good health, house-trained, clean, and well-groomed. Additionally, dogs should be well-socialized and demonstrate appropriate behavior in a professional setting.

For control and safety, dogs must remain under the owner's direct supervision at all times. They

should be on a leash when entering and exiting the building and may also need to be leashed in shared workspaces if requested by colleagues. Dogs are not to be left unattended and are not allowed in City vehicles. It should be noted that dog owners are not granted additional break time to tend to their pets.  
Certain restrictions apply to ensure a professional environment. Dogs are not permitted in public workspaces or at all-staff gatherings. Dogs that are in heat or exhibit disruptive behaviors, such as excessive barking or aggression, will not be permitted. In cases where a dog is involved in an incident that causes injury, that dog will be permanently barred from the workplace.  
While dogs are permitted in private workspaces, their presence in shared workspaces requires the consent of all affected colleagues. Employees who have concerns regarding a dog may address these with the dog's owner, the owner's manager, or the HR Director for resolution.  
Service animals assisting individuals with disabilities are permitted in all areas in accordance with ADA guidelines.

#### **ARTICLE 4 EMPLOYEE CONDUCT (ALL EMPLOYEES)**

##### **401. EMPLOYEE CONDUCT**

If an employee's conduct falls below a desirable standard, they may be subject to disciplinary action. A few examples of causes for which an employee may be disciplined are:

- (1) Failure to follow the orders of one's Supervisor;:-
- (2) Being absent without permission;:-
- (3) Being habitually absent or tardy;:-
- (4) Being wasteful of material, property or working time;:-
- (5) Inability to get along with fellow employees;:-
- (6) Drinking on the job or arriving on the job under the influence of alcohol; ~~narcotics or~~  
~~cannabis or narcotics drugs.~~
- (7) Conduct which is unbecoming a VillageCity employee;:-
- (8) Any criminal offense;:-
- (9) Unethical behavior;:-
- (10) Loss of a license or certificate issued by State and/or Federal authority needed to conduct daily work;:-
- ~~(11) Poor work performance;~~
- ~~(12) Dishonesty;~~
- ~~(13) Misconduct; or~~
- ~~(14) Embezzlement.~~

##### **401.1. VIOLENCE**

Violence, or the threat of violence, by or against any employee of the VillageCity of Essex Junction or other person is unacceptable and contrary to VillageCity ~~policy, and~~ policy and will subject the perpetrator to serious disciplinary action, up to and including termination, and possible criminal charges.

##### **402. GRIEVANCE PROCEDURES**

~~Full-time employees who believe that they have received inequitable treatment because of some condition of their employment may personally, or through their representative, appeal for relief through the following steps:~~

- ~~(1) Employees are expected to discuss any grievance initially with their immediate Department Head. Then, if the matter is not settled, the employee may choose to submit~~

the grievance in writing to the ~~City Manager~~ Unified Manager, who shall give a written reply within one week.

(2) The ~~City Manager~~ Unified Manager may be requested in writing to bring the matter before the Trustees who, for the purposes of this section, shall act as the Personnel Board.

(3) These steps should be followed in sequence. A step may be skipped if the complaint is against the employee's supervisor for harassment, discrimination, "whistle blowing" or some other matter where the employee is concerned about retaliation.

(4) The VillageCity maintains an "open door" policy for all employees.

The requirements of written presentations are not intended to preclude the use of frank and informal conferences as a means of reaching settlements.

#### **402. EMPLOYEE CONCERN AND FEEDBACK PROCEDURE (FOR NON ASSOCIATION MEMBERS)**

We are committed to fostering a respectful and supportive workplace, and our aim is for employees to feel comfortable and safe talking to leaders whenever they have feedback or a concern at work. If you have any other work-related concern, the City suggests these best follow these practices to seek resolution:

1. Direct Communication: If relevant, and whenever possible, discuss your concern directly with the individual involved. Open, respectful communication is often the most effective way to address and resolve issues quickly and before they escalate.
2. Department Head Involvement: If a direct conversation isn't practical or possible or doesn't resolve the issue, you can reach out to your Department Head. They are available to provide guidance and support in addressing workplace concerns.
3. Human Resources: If the issue remains unresolved after speaking with your Department Head or if you are unable to speak with your Department Head for any reason, please contact the Human Resources Director. HR will work with you to ensure your concern is heard and handled appropriately.

The City maintains an "Open Door" policy for all employees, and employees may skip steps in the employee's best judgment. In addition, the City takes the prohibition on retaliation seriously, and employees should understand that they are protected from retaliation in raising concerns at work.

Association Members should refer to the Association Contract for the grievance process steps.

#### **403. FULL TIME & PART TIME EMPLOYEE SUSPENSIONS AND DISMISSALS**

(a) The ~~City Manager~~ Unified Manager or Department Head, with the approval of the ~~City Manager~~ Unified Manager, may suspend, for disciplinary reasons, any employee in their department. The ~~City Manager~~ Unified Manager or Department Head, with the approval of the ~~City Manager~~ Unified Manager, may dismiss an employee at any time for cause. Cause shall include but not be limited to those causes for disciplinary action defined in Section 401, or physical or mental disability. Prior to suspension or dismissal, the employee shall be notified in writing of the charges against the employee, the reasons for the suspension or dismissal, and their right to attend a hearing with the ~~City Manager~~ Unified Manager and/or Department Head. The employee may bring representation to the hearing and will be allowed to present evidence in their defense. After the hearing, if suspension or dismissal is carried out, the employee shall be notified in writing of their right to appeal to the ~~Trustees~~ City Council in accordance with Section 403 (b). Copies of the notice shall be forwarded to the ~~Trustees~~ City Council.

(b) Within ten (10) calendar days of the receipt of such notice, an employee may request a hearing

before the ~~Trustees-City Council~~ by filing such request with the ~~City Manager-Unified Manager~~. The ~~Trustees-City Council~~ then shall proceed to hold such hearing not less than ten (10) days nor more than twenty (20) ~~calendar~~ days after receipt by the ~~City Manager-Unified Manager~~ of the hearing request, unless the Parties agree that more time is necessary. At the hearing, the employee is entitled to be represented by counsel, to bring and question witnesses and to answer and be heard on the charges. Within ten (10) days of the conclusion of the hearing, the ~~Trustees-City Council~~ shall forward the written findings of fact and their decision to the employee. The ~~Trustees-City Council~~ may support, dismiss or modify the action of the ~~City Manager- Unified Manager or may modify it~~.

(c) The provisions of Section 401 shall not apply to probationary employees who, during such probationary period, may be freely suspended or discharged.

#### 404. HEARINGS

The ~~Trustees-City Council~~, upon notification of a request for investigation and hearing, shall cause copies of the written charges to be served personally upon the official or employee against whom such charges are filed, or shall have the same mailed to their address notifying them of the time and place of the hearing. An investigation of charges may be broad in their character and evidence may be heard upon any facts or circumstances pertinent or applicable to such charges.

#### 405. FINDING AND DECISION

The finding and decision of the ~~Trustees-City Council~~ following the hearing of charges shall be final. Notice of the decision shall be sent to the employee.

#### 406. HARASSMENT

The City of Essex Junction is committed to maintaining a work environment free of discrimination. Any discrimination based on protected characteristics is strictly prohibited. These characteristics include:

- Race
- Color
- Ancestry
- National origin
- Religion
- Place of birth
- Age
- Sex
- Gender
- Gender identity
- Sexual orientation
- Disability
- HIV status
- Genetic information
- Citizenship
- Crime victim status
- Military or veteran status
- Any other characteristic protected by applicable law

Equal employment opportunities apply to all terms and conditions of employment, including recruitment, hiring, training, professional development, promotion, transfer, termination, layoff, recall or rehire, leaves of absence, compensation, and benefits. Management is primarily responsible for implementing these policies, but all employees share this responsibility. Any employee found engaging in discriminatory practices will face disciplinary action, up to and including termination.

#### Harassment Prohibited

**Commented [CD6]:** Flag for Council - these policies currently exist outside of this document so we are incorporating it herein. However, this is much more robust than the previous policies. This language is modified from a CCRPC Code of Conduct.

Unlawful harassment is behavior that is unwelcome, intimidating, hostile, or offensive, and interferes with an individual's work performance or well-being. This includes offensive conduct based on protected characteristics. Harassment can be verbal, physical, auditory, visual, or written, and can be subtle or overt.

### Sexual Harassment

Sexual harassment is a form of discrimination based on sex and includes:

- Unwelcome sexual advances
- Requests for sexual favors
- Other verbal, ~~or~~ physical, written, auditory or visual conduct of a sexual nature

This conduct is prohibited when it:

- Is made a term or condition of employment
- Is used as a basis for employment decisions
- Has the purpose or effect of interfering with an individual's work or ~~c~~Creates an intimidating, hostile, or offensive work environment

### Examples of Unlawful Harassment

- Goal: The City of Essex Junction aims to ensure the safety and comfort of all employees regarding their sex and gender, with particular attention to transgender, gender non-conforming, and non-binary employees.
- Privacy: Employees have the right to decide how much information to share about their gender identity or expression, when to share it, and with whom they would like to share it. The City of Essex Junction encourages sharing pronouns to normalize discussions about pronouns and disrupt assumptions based on appearance. Employees are not required to share their pronouns.
- Protections: Gender is a protected class. Employees have the right to be addressed by their chosen name and pronouns, including they/them pronouns or neopronouns. Using nonpreferred pronouns intentionally to disregard an individual's gender identity is a violation of this policy. Bona fide initial mistakes in pronoun usage will not be considered a violation.

Examples of conduct that constitute unlawful harassment include, but are not limited to:

- Offensive comments related to gender, gender identity and expression, sexual orientation, disability, mental illness, neuro(a)typicality, physical appearance, body size, age, race, or religion;:-
- Intentional and continual use of unpreferred names or pronouns;:-

### Gender

- Goal: The City of Essex Junction aims to ensure the safety and comfort of all employees regarding their sex and gender, with particular attention to transgender, gender non-conforming, and non-binary employees.
- Privacy: Employees have the right to decide how much information to share about their gender identity or expression, when to share it, and with whom. The City of Essex Junction encourages sharing pronouns to normalize discussions about pronouns and disrupt assumptions based on appearance. Employees are not required to share their pronouns.

~~Protections: Gender is a protected class. Employees have the right to be addressed by their chosen name and pronouns, including they/them pronouns or neopronouns. Using nonpreferred pronouns intentionally to disregard an individual's gender identity is a violation of this policy. Bona fide initial mistakes in pronoun usage will not be considered a violation.~~

- ~~Deliberate "outing" of any aspect of a person's identity without their consent, except as necessary to protect vulnerable people from intentional abuse.;~~
- ~~Publication of non-harassing private communication.;~~
- ~~Unwelcome sexual attention.;~~
- ~~Gratuitous or off-topic sexual images or behavior in spaces where they're not appropriate.;~~
- ~~\_\_\_\_\_~~
- ~~Conditioning any term of employment (e.g., continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors.;~~
- ~~Physical contact and simulated physical contact (e.g., textual descriptions like "hug" or "backrub") without consent or after a request to stop.~~
- ~~Continuing to ask an employee to socialize on or off-duty when that person has indicated they are not interested.;~~
- ~~Continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior.;~~
- ~~Referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior.;~~
- ~~Use of terms of endearment or belittling expressions such as "honey," "sweetie," "little lady," "cutie" "pretty boy," etc.;~~
- ~~Regularly telling sexual jokes or using sexually vulgar or explicit language or gestures in the presence of a person if it is known or should be known that the person does not welcome such behavior.;~~
- ~~Threats of violence.;~~
- ~~Incitement of violence towards any individual, including encouraging a person to engage in self-harm.;~~
- ~~Deliberate intimidation.;~~
- ~~Stalking or following.;~~
- ~~Sustained disruption of discussion.;~~
- ~~Retaliation of any kind for having filed or supported a complaint of sexual or other unlawful harassment (e.g., ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.).;~~
- ~~Off-duty conduct that falls within the above definition and affects the work environment.;~~
- ~~Any of the above conduct toward anyone engaged to perform work or services for the City of Essex Junction.;~~

### **Reporting Harassment**

Employees who experience or witness harassment should report it to a supervisor, the Human Resources Director, or the City Manager. Reports can be made in person or via email and will be investigated promptly and confidentially. Retaliation against anyone who reports harassment is ~~strictly prohibited~~unlawful.

Employees may also file complaints with government agencies such as:

- Vermont Attorney General's Office, Civil Rights Unit, 109 State Street, Montpelier, VT 05609 tel: (802) 828-3171
- Equal Employment Opportunity Commission (EEOC) 475 Government Center, Boston, MA 02203, tel: (800) 669-4000 tel: (800) 669-6820 (TTY)

Reasonable accommodations will be provided to assist employees in filing complaints.

### **Response to Harassment Reports**

The City of Essex Junction is legally obligated to investigate and address any reports or ~~indications~~evidence of potential harassment, even if no formal complaint is filed. Failure to address harassment complaints violates City policy. Disciplinary action will be taken against employees found to have engaged in harassment. Efforts will be made to protect the identities of the complainant and accused, except as necessary for the investigation. Retaliatory actions against those ~~involved in~~who file a complaint for sexual harassment or for those individuals who cooperate in ~~an~~the investigation of sexual harassment ~~are prohibited~~unlawful.

## **ARTICLE 5 SALARIED EMPLOYEES**

### **501. FLEX TIME**

Salaried employees may flex their hours over a two-week period. If they work extra hours one day, they can take the hours off another day.

### **502. WORKING FROM HOME**

~~Employees may work at home in accordance with the Village~~City's remote work policy. Telecommuting allows employees to work from home, on the road, or at a satellite location for up to three days per workweek, with ~~d~~Department ~~h~~Head approval. To qualify, employees must have at least six months of continuous, satisfactory employment. The arrangement begins with a three-month trial period, during which performance is closely monitored. Both the employee and the ~~d~~Department ~~h~~Head must agree on the suitability of telecommuting, considering job responsibilities, equipment needs, and workspace design.

Employees are responsible for setting up a safe and appropriate home office environment and ensuring the security of ~~company~~City information. The ~~Town/Village~~City may provide necessary equipment on a case-by-case basis but does not cover home office setup costs.

Telecommuting employees must accurately record their work hours and maintain a focus on job performance.

Temporary telecommuting arrangements may be approved for special circumstances, such as inclement weather or business travel. ~~The policy emphasizes that t~~

Telecommuting is not a replacement for child care and ~~that~~the primary focus must remain on meeting

business demands.

### **503. WORKING ON HOLIDAYS**

Salaried employees who work on a holiday may take another day off in lieu of the holiday, with the City Manager's ~~Unified Manager's~~ approval. Employees may not accrue more than three holidays at any given time within a calendar year.

### **504. REASONABLE SUSPICION CDL DRIVERS**

Employees who operate commercial motor vehicles (CMVs) must not use alcohol, cannabis or drugs while on the job or when there is a potential to serve in safety-sensitive functions during any part of their job.

#### Prohibited Conduct:

- Positive, adulterated, or substituted drug test results.
- Performing safety-sensitive functions with a positive drug or alcohol test result.
- Reporting for duty with prohibited drug levels or alcohol concentration of 0.02% or greater.
- Consuming alcohol within four hours before duty or while on-call.
- Misusing prescribed or over-the-counter medications affecting work performance.
- Refusing to submit to drug or alcohol testing.

Testing: Testing includes pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up. All testing follows federal requirements to ensure accuracy and confidentiality.

Consequences of a Positive Test: Employees with a positive test result will be suspended from CMV operations and referred to a Substance Abuse Professional (SAP). They must complete treatment and pass return-to-duty testing before resuming safety-sensitive duties.

Employee Information: Employees are encouraged to seek information about the effects of alcohol and controlled substances on health and employment. Resources are available through the Substance Abuse and Mental Health Services Administration (SAMHSA).

## **ARTICLE 6 VOLUNTEER FIREFIGHTERS RULES AND BENEFITS**

### **601. EFFECT**

The ~~provisions of these rules and benefits~~ Regulations shall apply to all volunteer firefighters of the ~~Village~~ City.

These ~~rules and benefits~~ Regulations are subject to change at any time by majority vote of the ~~Village~~ City ~~Trustees~~ Council.

### **602. MEMBERSHIP**

(1) Volunteers may express their interest in serving with the Essex Junction Volunteer Fire Department by completing an application form.

(2) Volunteers may be appointed by the Essex Junction Fire Chief based on the needs of the department and subject to passing a physical examination.

(3) No volunteer shall be denied appointment or be dismissed from the Essex Junction Volunteer Fire Department on the basis of ~~race, color, religion, national origin or sex~~ race, religion, creed, color, national origin, sex (including pregnancy), genetics, gender identity, sexual orientation, age, ancestry, place of birth, Citizenship, HIV + status, crime victim status, health insurance status, disability or

association with a member of a legally protected category listed above under Federal and State EEO.

(4) A volunteer firefighter may be dismissed or suspended by the Fire Chief on written ~~notice,~~  
~~but~~notice but shall be entitled to a hearing on such dismissal or suspension before the ~~legislative body~~  
~~of the municipality~~City Council~~Manager~~ if a written request for a hearing is submitted to the ~~legislative~~  
~~body~~City Manager by the firefighter dismissed or suspended within five days after receipt of notice  
thereof. The ~~legislative body~~City Manager-Council may revoke such dismissal or ~~suspension,~~  
~~and~~suspension and may order reinstatement of a firefighter suspended or dismissed.

**Commented [CD7]:** Flag for Council - with the new City charter the Manager appoints the Fire Chief; where the legislative body did it before. Given this change, I think these subsequent chain of command edits are correct.

### 603. ATTENDANCE

~~Volunteer firefighters are required to attend 5 training sessions per quarter.~~Volunteer firefighters are required to maintain 10 hours of training per quarter.

### 604. APPOINTMENTS

(1) ~~In accordance with the Essex Junction Village~~City Charter, ~~t~~The Fire Chief shall be appointed to a one-year term by the ~~City Manager-Unified Manager with the approval of the Village City Trustees~~Council. Residents of the ~~Village City~~ or a member of the Fire Department who resides in the Town of Essex shall be eligible to hold the office of ~~Village City~~ Fire Chief.

(2) The Fire Chief shall appoint the Assistant Fire Chiefs, ~~The~~ Captain(s) and Lieutenant(s) of the department ~~shall be appointed by the Fire Chief.~~

**Commented [CD8]:** Flag for Council - There is no mention of this appointment in the new City Charter. The Personnel Policy still references the old Village Charter, but the new City Charter takes precedence. The Fire Chief is an administrative position, similar to other Department Heads, and therefore is a logical Manager appointment.

### 605. PAY

(1) Volunteer firefighters shall receive a minimum starting hourly rate of pay. In addition, after every five years of service \$25 per hour will be added to the volunteer firefighter's base pay. Pay adjustments will be effective on July 1<sup>st</sup>, the first day of the new fiscal year, if the budget allows.

(2) The Chief shall receive an hourly premium of \$3.00 per hour. The Assistant Chiefs shall receive an hourly premium of \$2.50 per hour. The Captains shall receive an hourly premium of \$2.00 per hour. The lieutenants shall receive an hourly premium of \$1.50 per hour.

(3) Work Related Training: Volunteer firefighters shall not receive pay ~~during routine (in town) training~~  
~~or~~ for attending fire department meetings. Volunteer firefighters shall be paid their regular rate for ~~non-routine (out of town) training~~ approved by the Fire Chief or training officer. When attending a training, ~~t~~The volunteer firefighter's time shall not be reimbursed for time outside of the training sessions (i.e., travel time, overnight, etc.).

**Commented [CD9]:** Flag for Council: This still needs to be reviewed and sorted out regarding DOL rules for volunteer Departments. A future amendment may be needed.

### 606. RELIGIOUS BELIEFS ACCOMMODATION POLICY

See ArticleSection 218.

~~It is the Village City of Essex Junction's policy to respond to requests from volunteer firefighters for reasonable accommodation for religious beliefs to the extent required by applicable law. The volunteer firefighter must make their need and the basis for that need known to the Fire Chief. The request shall be in writing and include pertinent information such as the name of the religion, the name of a local religious leader, what is the precise accommodation needed, the reason it is needed and demonstration that it is not subject to waiver or reasonable modification. Upon receipt of the written request, the Fire Chief shall give the volunteer firefighter a written response to the request. Generally, reasonable accommodation for religious beliefs will be granted if:~~

~~(1) The volunteer firefighter establishes that the request is based on a genuinely held religious belief, to be verified by the volunteer firefighter's religious leader or by other proof of applicable religious doctrine if the Fire Chief deems it necessary, in which case the volunteer firefighter, religious leader, or applicable doctrine should attest that the religious requirement is not waivable or subject to reasonable modification.~~

- ~~(2) The volunteer firefighter can perform all the essential functions of their position with reasonable accommodations;~~
- ~~(3) Reasonable accommodation can be made without imposing undue hardship on the Essex Junction Volunteer Fire Department;~~
- ~~(4) The volunteer firefighter agrees to notify the Fire Chief immediately if changes in circumstances eliminate the need for accommodation; and~~
- ~~(5) The accommodation does not result in illegal discrimination as to other volunteer firefighters.~~

#### **607. EMPLOYEE ASSISTANCE PROGRAM POLICY**

~~The VillageCity of Essex Junction has adopted an Employee Assistance Program (EAP). The program is offered to all volunteer firefighters and their familieshousehold members. See [Sectionarticle 324113](#).~~

~~The Employee Assistance Program provides volunteer firefighters and their families household members with **confidential**, professional assistance for their personal problems. Volunteer firefighters and immediate family household members are encouraged to use this voluntary program.~~

~~It is recognized that almost any human problem can be successsfully treatedaddressed, provided it is identified in its early stages and referral is made to an appropriate source of care. This applies whether the problem is one of physical or mental illness, emotional distress, finances, marital or family distress, alcohol or drug abuse, legal problems or other concerns.~~

~~The VillageCity of Essex Junction is proud to offer the above program to its volunteer firefighters. The Employee Assistance Program reinforces our commitment to have healthy volunteer firefighters delivering the best possible service to the public.~~

~~APPENDIX~~ Appendix I

COMPENSATORY TIME CONVERSION FORM

Employee ID #: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Requested number of Comp Time Hours to be converted to pay (minimum of 4 hrs.): \_\_\_\_\_

Gross compensation expected (hours to be converted x hourly rate): \_\_\_\_\_

Accrued comp time balance before conversion: \_\_\_\_\_

Accrued comp time balance expected after conversion: \_\_\_\_\_

Number of comp time hours previously converted this fiscal year (max is 40): \_\_\_\_\_

Total number of hours converted this fiscal year after this conversion: \_\_\_\_\_

~~Appendix~~APPENDIX II  
SICK TIME CONVERSION FORM

Employee ID # \_\_\_\_\_

Employee Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Check one:

☐ Requested number of Sick Days to be converted to Vacation: \_\_\_\_\_

☐ Requested number of Sick Days to be converted to Pay: \_\_\_\_\_

Accrued sick time balance before conversion: \_\_\_\_\_ hours (must be at least 600).

Accrued sick time balance expected after conversion: \_\_\_\_\_ hours

Accrued vacation time balance before conversion: \_\_\_\_\_ hours

Accrued vacation time balance expected after conversion: \_\_\_\_\_ hours

Number of sick days previously converted this fiscal year (max. is 10 days): \_\_\_\_\_

Total number of sick days converted this fiscal year after this conversion: \_\_\_\_\_

---

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

~~Employee ID #~~ \_\_\_\_\_

For HR/Payroll Department:

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Date

|

|

### APPENDIX III

#### Appendix III

## VILLAGECITY OF ESSEX JUNCTION PART-TIME EMPLOYEE BENEFITS IMPLEMENTATION

The VillageCity of Essex Junction General Rules and Personnel Regulations states in Article 3, Employee Benefits, that part-time employees scheduled to work at least 20 hours per week year-round are entitled to paid sick leave, vacation, personal, and holidays on a pro-rated basis. In addition, state law enacted in 2016 requires that employers provide paid sick leave to employees age 18 and older, who work more than 20 weeks per year, and that who work at least an average of 18 hours per week as calculated over the 52-week year.

### Purpose

The purpose of this document is to provide detail in how the part time benefits are to be accrued and guidance in how they are to be used.

### Opt out

Employees meeting the above criteria may opt out of the benefits provided if they do not wish to adhere to the requirements listed below, except for paid sick leave as required by state law.

Definitions: **“Week”** means the normally scheduled work week (i.e., 20 or 24 hours).  
**“Day”** means 1/5 of the normally scheduled work week.

Paid leave hours are intended to offset, not add to, the employees' normally scheduled paid work week. If an employee has worked their normally scheduled week, they are not entitled to additional paid leave time. The exception is that when a VillageCity paid holiday falls in the work week, the employee shall receive their holiday pay plus pay for all hours worked. Supervisors should consider paid holidays when scheduling part-time staff hours.

**Paid Holidays:** ~~43~~ 14 VillageCity scheduled holidays, plus ~~3~~ 3 personal ~~holidays~~ of the employee's choice to be prorated based upon employees normal work schedule. The ~~holiday~~ three personal holidays are available at the beginning of each fiscal year (July 1) and **must** be used during the fiscal year; they do not carry over.

An employee scheduled to work 20 hours per week will receive 4 hours of holiday pay for the week that includes a holiday. The 3 personal holidays would be at 4 hours each, or 12 hours total. An employee scheduled to work 24 hours per week will receive 4.8 hours of holiday pay for the week that includes a holiday. The 3 personal holidays would be 4.8 hours each, or 14.4 hours total. Part-time employees may not be paid for more than their normally scheduled day when using Personal ~~Holiday~~ pay. Personal ~~Holiday~~ time may be taken in units of ½ hour or more at the discretion of the employee. However, staffing needs should be considered when taking personal ~~holiday~~ time. Department head must be notified if employee plans to use two personal holidays in a row.

**Paid Vacation:** New Hire to 5 years, 3 weeks (15 days); 6 years to 10 years, 4 weeks (20 days); after 10 years, 5 weeks (25 days), after 20 years, 5 weeks and 2 days (27 days). Employees **must** use 5 days, these days need not be consecutive, of their annual vacation accrual each year and may carry over unused accrued vacation time but are limited to a pro-rated balance of ~~340-320~~ hours at the end of the calendar year (~~155-160~~ hours for 20 hour/week employees, ~~186-192~~ hours for 24 hour/week employee). Vacation time is accrued monthly to be prorated based on employee's normal work schedule.

An employee scheduled to work 20 hours per week will accrue:

- 7.5 days per year (5 hours per month) if new hire to 5 years

General Rules & Personnel Regulations as of X/XX/20256/23/2020 Page 39 of 75

- 10 days per year (6.67 hours per month) if 5 years to 10 years
- 12.5 days per year (8.33 hours per month) after 10 years of employment
- 13.5 days per year (9 hours per month) after 20 years of employment

An employee scheduled to work 24 hours per week will accrue:

- 9 days per year (6 hours per month) if new hire to 5 years
- 12 days per year (8 hours per month) if 5 years to 10 years
- 15 days per year (10 hours per month) after 10 years of employment.

Part-time employees may not be paid for more than their normally scheduled week when using paid vacation. Requests for vacation time must be approved by the Department Head. Vacation time may be used in units of ½ hour or more with the approval of the Department Head. Employees must use accrued paid vacation time before requesting unpaid leave.

**Paid Sick Leave for employees who work at least 20 hrs/week:** 18 days per year, accrued monthly. Employees may carry over unused accrued sick leave from year to year. The 18 days per year are prorated according to employee's normal work schedule:

An employee scheduled to work 20 hours per week will accrue 9 days of sick leave per year, or 6 hours per month.

An employee scheduled to work 24 hours per week will accrue 10.8 days of sick leave per year, or 7.2 hours per month.

Part-time employees may not be paid for more than their normally scheduled day when using paid sick leave.

Paid sick leave may be used in compliance with Vermont Sick Leave Law 21 V.S.A. §§ 481 – 486.

Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the ~~City Manager~~ Unified Manager.

Except for emergency situations, employees should make every effort to schedule appointments outside of their regular work day.

**Paid Sick Leave for employees who are age 18 and older, who work an average 18 to 19 hours per week during a calendar year are eligible for 1 hour of sick time for every hour worked, up to a maximum of 40 hours per year, accrued monthly. ~~more than 20 weeks per year, and who work at least an average of 18 hours per week as calculated over the 52-week year; work an average of 18 hrs/week; 48 hours per year, accrued monthly.~~** Employees may carry over unused accrued sick leave from year to year. Part-time employees may not be paid for more than their normally scheduled day when using paid sick leave.

Paid sick leave may be used for the following reasons in compliance with Vermont Sick Leave Law 21 V.S.A. §§ 481 – 487~~6~~.

Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the ~~City Manager~~ Unified Manager.

Except for emergency situations, employees should make every effort to schedule appointments outside of their regular work day.

Part-time employees are not entitled to payment for unused sick time upon separation from employment.

~~APPENDIX~~ Appendix IV  
**VILLAGECITY OF ESSEX JUNCTION**  
**SUMMARY OF FULL-TIME EMPLOYEE BENEFITS**

All benefits (except paid holidays which start immediately) start the first of the month after date of hire.

- ☐ Paid Holidays: ~~13-14~~ scheduled holidays, plus 24 hours personal time~~3 personal holidays~~ of the employee's choice.
- ☐ Paid Vacation: New Hire to 5 years, 3 weeks; 6 years to 10 years, 4 weeks; after 10 years, 5 weeks; after 20 years, 5 weeks and 2 days. Vacation time is accrued monthly. Employees must take 5 vacation days per year, these days need not be consecutive. Employees may carry over unused vacation entitlement provided that the number of vacation hours carried forward does not exceed ~~32~~40 vacation hours at the end of the calendar year.
- ☐ Paid Sick Leave: 18 days per year, accrued at 12 hours monthly.
- ☐ Health Insurance: ~~Employees have the option of choosing either the MVP VT Platinum plan, the MVP Gold Standard plan, or the MVP Gold CDHP High Deductible as defined in the health exchange (Vermont Health Connect). The VillageCity contributes to the monthly premium in a dollar amount as indicated in Section 304.1. The VillageCity also provides an HRA to pay the first dollars of the annual deductibles and copays in the following amounts: \$2,250 for single subscribers, \$4,500 for employee & spouse, employee & child(ren), employee & family. The City provides health insurance for full-time employees and their dependents, unless they opt out. Employees pay 5% of the premium in 2025, and 6% in 2026 and 2027. The City provides a HRA to pay the first 80% of co-pays, co-insurance and deductible of covered medical services. The employee is responsible for the remain 20%. Employees who opt out and have other insurance receive a monthly payment equal to 35% of the City's premium cost.~~
- ☐ Dental Insurance: ~~Northeast Delta Dental covers 100% Diagnostic & Preventative; 80% basic; 50% Major (includes implant services). Annual maximum coverage \$1,500 per person. VillageCity pays 100% of the premium, employee pays \$25-\$75 deductible per year. 50% orthodontic coverage for eligible children up to age 19 (lifetime max of \$1,250). The City offers dental insurance for full-time employees, fully covered by the employer. Employees do not need to contribute to the premium, as the City pays 100% of the cost.~~
- ☐ Vision: ~~Vision Service Plan, covers one vision exam per year (\$10 copay), \$130 frame allowance every other year; basic lenses every year (\$25 copay); \$130 allowance for contact lenses (may have \$60 copay). VillageCity pays 100% of the premium. The City offers vision insurance for full-time employees, fully covered by the employer. Employees do not need to contribute to the premium, as the City pays 100% of the cost.~~
- ☐ Short Term Disability/Life Insurance: \$400 per week short term disability coverage, 2 ½ times base salary up to \$100,000 life insurance. VillageCity pays 100% of the premium.
- ☐ Retirement: ~~Employees hired before October 1, 2021: ICMA Retirement Corporation 401A. Employees contribute 5% of their regular income, VillageCity contributes 10%. Employees hired after October 1, 2021: VMERS C Retirement Plan. Employees hired before October 1, 2021, the City continues the 401(a) ICMA-RC plan with 5% employee and 10% employer contributions. Employees hired after July 1, 2024, must join either VMERS C or VMERS DC.~~
- ☐ Invest EAP Employee Assistance Program: Free assistance for all VillageCity employees and firefighters.

- ☐ Tuition Reimbursement: For courses related to jobs within the [VillageCity](#) classification system and subject to [City Manager's](#) ~~Unified Manager's~~ approval. Limited to 6 credits per year, based on UVM in-state rates.
- ☐ Health and Wellness Benefit: Ability to earn ~~a up to \$350 yearly~~ bonus for completing activities set by the ~~Health and Wellness Committee~~ [Human Resources Director](#).
- ☐ Uniforms (Public Works & Waste ~~Resource Recovery~~ ~~Water~~ Departments only): Uniform allowance up to \$675 per year to be reimbursed at 130% of cost to cover any taxes associated with such reimbursement. This is a taxable fringe benefit.

Optional Benefits:

- ☐ 457 Deferred Compensation Plan ~~and a Traditional IRA Plan~~ through the ~~ICMA Retirement Corp.~~ [Mission Square Retirement and](#) is a tax-deferred savings plan.
- ☐ ~~Roth Plan though Mission Square Retirement. This is not a pre-taxed plan.~~
- ☐ ~~FSA (Flexible Spending Account). Up to the IRS allowed maximum amount may be set aside, pre-tax to pay qualified medical expenses not covered by insurance and/or the HRA.~~
- ☐ ~~DCRA (Dependent Care Account) Up to the IRS allowed maximum amount may be set aside, pre-tax to pay qualified child care expenses.~~

\*\*\*\*\*PAGE TO BE DELETED\*\*\*\*\*  
~~Appendix V~~  
~~VillageCity of Essex Junction Pay Scale~~

Pay Scale Effective July 1, 2021					
Grade	Minimum	Minimum Annual	Quartile 2	Midpoint	Quartile 3
2	\$12.44	\$25,875.20	\$13.95	\$15.43	\$16.94
3	\$14.21	\$29,556.80	\$15.93	\$17.63	\$19.33
4	\$15.79	\$32,843.20	\$17.66	\$19.56	\$21.45
5	\$17.54	\$36,483.20	\$19.63	\$21.74	\$23.84
6	\$19.43	\$40,414.40	\$21.76	\$24.09	\$26.43
7	\$21.59	\$44,907.20	\$24.19	\$26.78	\$29.37
8	\$23.95	\$49,816.00	\$26.83	\$29.70	\$32.58
9	\$26.61	\$55,348.80	\$29.80	\$32.98	\$36.18
10	\$29.52	\$61,401.60	\$33.07	\$36.61	\$40.15
11	\$32.76	\$68,140.80	\$36.68	\$40.62	\$44.56
12	\$35.40	\$73,632.00	\$39.64	\$44.05	\$48.15
13	\$44.08	\$91,686.40	\$47.74	\$51.41	\$55.10
Pay Scale Effective July 1, 2022					
Grade	Minimum	Minimum Annual	Quartile 2	Midpoint	Quartile 3
2	\$12.75	\$26,520.00	\$14.30	\$15.82	\$17.36
3	\$14.57	\$30,305.60	\$16.33	\$18.07	\$19.81
4	\$16.18	\$33,654.40	\$18.10	\$20.05	\$21.99
5	\$17.98	\$37,398.40	\$20.12	\$22.28	\$24.44
6	\$19.92	\$41,433.60	\$22.30	\$24.69	\$27.09
7	\$22.13	\$46,030.40	\$24.79	\$27.45	\$30.10
8	\$24.55	\$51,064.00	\$27.50	\$30.44	\$33.39
9	\$27.28	\$56,742.40	\$30.55	\$33.80	\$37.08
10	\$30.26	\$62,940.80	\$33.90	\$37.53	\$41.15
11	\$33.58	\$69,846.40	\$37.60	\$41.64	\$45.67
12	\$36.29	\$75,483.20	\$40.63	\$45.15	\$49.35
13	\$45.18	\$93,974.40	\$48.93	\$52.70	\$56.48
Pay Scale Effective July 1, 2023					
Grade	Minimum	Minimum Annual	Quartile 2	Midpoint	Quartile 3
2	\$13.07	\$27,185.60	\$14.66	\$16.22	\$17.79
3	\$14.93	\$31,054.40	\$16.74	\$18.52	\$20.31
4	\$16.58	\$34,486.40	\$18.55	\$20.55	\$22.54
5	\$18.43	\$38,334.40	\$20.62	\$22.84	\$25.05
6	\$20.42	\$42,473.60	\$22.86	\$25.31	\$27.77
7	\$22.68	\$47,174.40	\$25.41	\$28.14	\$30.85
8	\$25.16	\$52,332.80	\$28.19	\$31.20	\$34.22
9	\$27.96	\$58,156.80	\$31.31	\$34.65	\$38.01
10	\$31.02	\$64,521.60	\$34.75	\$38.47	\$42.18
11	\$34.42	\$71,593.60	\$38.54	\$42.68	\$46.81
12	\$37.20	\$77,376.00	\$41.65	\$46.28	\$50.58
13	\$46.31	\$96,324.80	\$50.15	\$54.02	\$57.89

**Appendix V**  
**City of Essex Junction Pay Scale**  
Pay scale effective 7-1-2024  
**Pay Scale**

<b><u>Payscale Range in USD Effective July 1, 2024 through June 30, 2027</u></b>		
<u>Grade 1</u>	<u>Hourly</u>	<u>18.23 – 26.43</u>
	<u>Annual</u>	<u>37,920 – 54,984</u>
<u>Grade 2</u>	<u>Hourly</u>	<u>20.05 – 29.08</u>
	<u>Annual</u>	<u>41,712 – 60,482</u>
<u>Grade 3</u>	<u>Hourly</u>	<u>22.06 – 31.99</u>
	<u>Annual</u>	<u>45,883 – 66,531</u>
<u>Grade 4</u>	<u>Hourly</u>	<u>22.90 – 33.21</u>
	<u>Annual</u>	<u>47,640 – 69,078</u>
<u>Grade 5</u>	<u>Hourly</u>	<u>24.85 – 36.03</u>
	<u>Annual</u>	<u>51,689 – 74,950</u>
<u>Grade 6</u>	<u>Hourly</u>	<u>26.96 – 39.10</u>
	<u>Annual</u>	<u>56,083 – 81,320</u>
<u>Grade 7</u>	<u>Hourly</u>	<u>29.45 – 42.70</u>
	<u>Annual</u>	<u>61,250 – 88,813</u>
<u>Grade 8</u>	<u>Hourly</u>	<u>33.42 – 48.46</u>
	<u>Annual</u>	<u>69,519 – 100,802</u>
<u>Grade 9</u>	<u>Hourly</u>	<u>37.93 – 55.00</u>
	<u>Annual</u>	<u>78,904 – 114,410</u>
<u>Grade 10</u>	<u>Hourly</u>	<u>43.06 – 62.43</u>
	<u>Annual</u>	<u>89,556 – 129,856</u>
<u>Grade 11</u>	<u>Hourly</u>	<u>55.63 – 80.66</u>
	<u>Annual</u>	<u>115,700 – 167,765</u>

An employee's change in job classification, or promotion to a new role, that results in a movement to a higher grade will result in a 5.5% increase for each grade change, or pay will be the minimum for the new grade (whichever is higher). An employee's change in job classification, or change in position, will result in a 5.5% decrease for each grade decrease.

**APPENDIX VI**  
**LIST OF CURRENT POSITIONS**

<b>Position:</b>	<b>Grade</b>	<b>PT/FT</b>	<b>Exempt/Non-Exempt</b>
<u>City Manager</u>	<u>11</u>	<u>FT</u>	<u>E</u>
<u>Recreation and Parks Director</u>	<u>10</u>	<u>FT</u>	<u>E</u>
<u>Water Quality Superintendent</u>	<u>9</u>	<u>FT</u>	<u>E</u>
<u>Finance Director</u>	<u>9</u>	<u>FT</u>	<u>E</u>
<u>Human Resources Director</u>	<u>9</u>	<u>FT</u>	<u>E</u>
<u>Library Director</u>	<u>9</u>	<u>FT</u>	<u>E</u>
<u>Public Works Superintendent</u>	<u>9</u>	<u>FT</u>	<u>E</u>
<u>Director of Community Development</u>	<u>8</u>	<u>FT</u>	<u>E</u>
<u>City Clerk/Treasurer</u>	<u>8</u>	<u>FT</u>	<u>E</u>
<u>EJRP Assistant Rec/Parks Director</u>	<u>8</u>	<u>FT</u>	<u>E</u>
<u>Comm/Strategic Initiatives Director</u>	<u>8</u>	<u>FT</u>	<u>E</u>
<u>Chief Wastewater Operator</u>	<u>8</u>	<u>FT</u>	<u>E</u>
<u>EJRP Licensed Childcare Director</u>	<u>7</u>	<u>FT</u>	<u>E</u>
<u>Pre-School Director</u>	<u>7</u>	<u>FT</u>	<u>E</u>
<u>Assistant Chief Wastewater Operator</u>	<u>7</u>	<u>FT</u>	<u>NE</u>
<u>EJRP Grounds/Fac Director</u>	<u>7</u>	<u>FT</u>	<u>E</u>
<u>Public Works Foreman</u>	<u>7</u>	<u>FT</u>	<u>NE</u>
<u>Assistant Library Director/Head Cataloger/Systems Admin</u>	<u>7</u>	<u>FT</u>	<u>E</u>
<u>ERJP Business Coordinator</u>	<u>6</u>	<u>FT</u>	<u>NE</u>
<u>EJRP Program Director</u>	<u>6</u>	<u>FT</u>	<u>NE</u>
<u>EJRP Behavior Interventionist/Asst Director</u>	<u>6</u>	<u>FT</u>	<u>E</u>
<u>Wastewater Operator I</u>	<u>6</u>	<u>FT</u>	<u>NE</u>
<u>Accountant II</u>	<u>6</u>	<u>FT</u>	<u>NE</u>
<u>City Planner</u>	<u>6</u>	<u>FT</u>	<u>NE</u>
<u>Grounds and Facilities Foreman</u>	<u>5</u>	<u>FT</u>	<u>NE</u>
<u>Accountant I</u>	<u>5</u>	<u>FT</u>	<u>NE</u>

<u>Asst Zoning/Admin Asst Com Dev Director</u>	5	FT	NE
<u>Youth Services Librarian</u>	5	FT	NE
<u>Circulation Librarian</u>	5	FT	NE
<u>Business Coordinator/ILL Librarian</u>	5	FT	NE
<u>Assistant Youth Librarian</u>	4	FT	NE
<u>Assistant Clerk/Treasurer</u>	4	FT	NE
<u>Licensed Childcare Administrator</u>	4	FT	NE
<u>Behavior Support Specialist</u>	4	FT	NE
<u>Admin Assistant to City Manager</u>	4	FT	NE
<u>Tech Svcs/Assist Program Librarian</u>	4	FT	NE
<u>Wastewater Operator II</u>	4	FT	NE
<u>Business Services Administrator</u>	4	FT	NE
<u>Site Coordinator</u>	3	FT	NE
<u>Equip Oper/Maint Tech I</u>	3	FT	NE
<u>Preschool Teacher</u>	3	FT	NE
<u>Assistant Pre School Teacher</u>	2	FT	NE
<u>EJRP Customer Service Specialist</u>	2	FT	NE
<u>EJRP Grounds/Facilities Tech</u>	2	FT	NE
<u>Equip Operator/Maint Tech II</u>	2	FT	NE
<u>Billing Coordinator</u>	2	FT	NE
<u>Assistant Site Coordinator</u>	2	FT/PT	NE
<u>Library Assistant - Youth and Young Adult</u>	2	FT	NE
<u>Circulation Assistant</u>	2	PT	NE
<u>Library Assistant-Adult Department</u>	1	PT	NE
<u>Library Assistant- Adult/Yth Department</u>	1	PT	NE
<u>Shelving Assistant</u>	no classification currently	PT	NE
<u>Library Substitute</u>	n/a	PT	NE
<u>Seasonal</u>	n/a	PT	NE
<u>R</u>			



**Appendix VII**  
**Sick Time Payout Chart**

*If you leave in good standing		*Up to a Max of		*If you leave in good standing		*Up to a Max of	
Years of Service & Age 55+		Total Hours		Years of Service No Age Requirement		Total Hours	
20		800		20		400	
19		700		19		350	
18		600		18		300	
17		500		17		250	
16		400		16		200	
15		300		15		150	
14		200		14		100	
13		100		13		50	
12		75		12		37.5	
11		50		11		25	
10		25		10		12.5	

## APPENDIX VIII

### THE CITY OF ESSEX JUNCTION MUNICIPAL CODE OF ETHICS

Adapted from Sec. 22. 24 V.S.A. chapter 60 ~~is added to read:~~

#### § 1991. DEFINITIONS

As used in this chapter:

(1) "Advisory body" means a public body that does not have supervision, control, or jurisdiction over legislative, quasi-judicial, tax, or budgetary matters.

(2) "Candidate" and "candidate's committee" have the same meanings as in 17 V.S.A. § 2901.

(3) "Commission" means the State Ethics Commission established under 3 V.S.A. chapter 31, subchapter 3.

(4) "Confidential information" means information that is exempt from public inspection and copying under 1 V.S.A. § 315 et seq. or is otherwise designated by law as confidential.

(5) "Conflict of interest" means a direct or indirect interest of a municipal officer or such an interest, known to the officer, of a member of the officer's immediate family or household, or of a business associate, in the outcome of a particular matter pending before the officer or the officer's public body, or that is in conflict with the proper discharge of the officer's duties. "Conflict of interest" does not include any interest that is not greater than that of other individuals generally affected by the outcome of a matter.

(6) "Department head" means any authority in charge of an agency, department, or office of a municipality.

(7) "Designated complaint recipient" means:

(A) a department head or employee specifically designated or assigned to receive a complaint that constitutes protected activity, as set forth in section 1997 of this title;

(B) a board or commission of the State or a municipality;

(C) the Vermont State Auditor;

(D) a State or federal agency that oversees the activities of an agency, department, or office of the State or a municipality;

(E) a law enforcement officer as defined in 20 V.S.A. § 2358;

(F) a federal or State court, grand jury, petit jury, law enforcement agency, or prosecutorial office;

(G) the legislative body of the municipality, the General Assembly or the U.S. Congress; or

(H) an officer or employee of an entity listed in this subdivision (7) when acting within the scope of the officer's or employee's duties.

(8) "Domestic partner" means an individual in an enduring domestic relationship of a spousal nature with the municipal officer, provided the individual and municipal officer:

(A) have shared a residence for at least six consecutive months;

(B) are at least 18 years of age;  
(C) are not married to or considered a domestic partner of another individual;  
(D) are not related by blood closer than would bar marriage under State law; and  
(E) have agreed between themselves to be responsible for each other's welfare.

(9) "Illegal order" means a directive to violate, or to assist in violating, a federal, State, or local law.

(10) "Immediate family" means an individual's spouse, domestic partner, or civil union partner; child or foster child; sibling; parent; or such relations by marriage or by civil union or domestic partnership; or an individual claimed as a dependent for federal income tax purposes.

(11) "Legislative body" means the selectboard in the case of a town, the mayor, alderpersons, and city council members in the case of a city, the president and trustees in the case of an incorporated village, the members of the prudential committee in the case of a fire district, and the supervisor in the case of an unorganized town or gore.

(12) "Municipal officer" or "officer" means:

(A) any member of a legislative body of a municipality;

(B) any member of a quasi-judicial body of a municipality; or

(C) any individual who holds the position of, or exercises the function of, any of the following positions in or on behalf of any municipality:

(i) advisory budget committee member;

(ii) auditor;

(iii) building inspector;

(iv) cemetery commissioner;

(v) chief administrative officer;

(vi) clerk;

(vii) collector of delinquent taxes;

(viii) department heads;

(ix) first constable;

(x) lister or assessor;

(xi) mayor;

(xii) moderator;

(xiii) planning commission member;

(xiv) road commissioner;

(xv) town or city manager;

(xvi) treasurer;

(xvii) village or town trustee;

(xviii) trustee of public funds; or

(xix) water commissioner.

(xx) and all other City of Essex Junction employees, elected and appointed officials not listed above. ~~(xx) and any other City of Essex Junction employee or committee member not listed above.~~

(13) "Municipality" means any town, village, or city.

(14) "Protected employee" means an individual employed on a permanent or limited status basis by a municipality.

(15) "Public body" has the same meaning as in 1 V.S.A. § 310.

(16) "Retaliatory action" includes any adverse performance or disciplinary action, including discharge, suspension,

reprimand, demotion, denial of promotion, imposition of a performance warning period, or involuntary transfer or reassignment; that is given in retaliation for the protected employee's involvement in a protected activity, as set forth in section 1997 of this title.

## **§ 1992. CONFLICTS OF INTEREST**

(a) Duty to avoid conflicts of interest. In the municipal officer's official capacity, the officer shall avoid any conflict of interest or the appearance of a conflict of interest. The appearance of a conflict shall be determined from the perspective of a reasonable individual with knowledge of the relevant facts.

(b) Recusal.

(1) If a municipal officer is confronted with a conflict of interest or the appearance of one, the officer shall immediately recuse themselves from the matter, except as otherwise provided in subdivisions (2) and (5) of this subsection, and not take further action on the matter or participate in any way or act to influence a decision regarding the matter. After recusal, an officer may still take action on the matter if the officer is a party, as defined by section 24 V.S.A §1201 of this title, in a contested hearing or litigation and acts only in the officer's capacity as a member of the public. The officer shall make a public statement explaining the officer's recusal.

(2)(A) Notwithstanding subdivision (1) of this subsection (b), an officer may continue to act in a matter involving the officer's conflict of interest or appearance of a conflict of interest if the officer first:

(i) determines there is good cause for the officer to proceed, meaning:

(I) the conflict is amorphous, intangible, or otherwise speculative;

(II) the officer cannot legally or practically delegate the matter; or

(III) the action to be taken by the officer is purely ministerial and does not involve substantive decision-making; and

(ii) the officer submits a written nonrecusal statement to the legislative body of the municipality regarding the nature of the conflict that shall:

(I) include a description of the matter requiring action;

(II) include a description of the nature of the potential conflict or actual conflict of interest;

(III) include an explanation of why good cause exists so that the municipal officer can take action in the matter fairly, objectively, and in the public interest;

(IV) be written in plain language and with sufficient detail so that the matter may be understood by the public; and

(V) be signed by the municipal officer.

(B) Notwithstanding subsection (A) of this subdivision (2), a municipal officer that would benefit from any contract entered into by the municipality and the officer, the officer's immediate family, or an associated business of the officer or the officer's immediate family, and whose official duties include execution of that contract, shall recuse themselves from any decision-making process involved in the awarding of that contract.

(C) Notwithstanding subsection (A) of this subdivision (2), a municipal officer shall not continue to act in a matter involving the officer's conflict of interest or appearance of a conflict of interest if authority granted to another official or public body elsewhere under law is exercised to preclude the municipal officer from continuing to act in the matter.

(3) If an officer's conflict of interest or the appearance of a conflict of interest concerns an official act or actions that take place outside a public meeting, the officer's nonrecusal statement shall be filed with the clerk of the municipality and be available to the public for the duration of the officer's service plus a minimum of five years.

(4) If an officer's conflict of interest is related to an official municipal act or actions considered at a public meeting, the officer's nonrecusal statement shall be filed as part of the minutes of the meeting of the public body in which the municipal officer serves.

(5) If, at a meeting of a public body, an officer becomes aware of a conflict of interest or the appearance of a conflict of interest for the officer and the officer determines there is good cause to proceed, the officer may proceed with the matter after announcing and fully stating the conflict on the record. The officer shall submit a written nonrecusal

statement pursuant to subdivision (2) of this subsection within five business days after the meeting. The meeting minutes shall be subsequently amended to reflect the submitted written nonrecusal statement.

(c) Authority to inquire about conflicts of interest. If a municipal officer is a member of a public body, the other members of that body shall have the authority to inquire of the officer about any possible conflict of interest or any appearance of a conflict of interest and to recommend that the member recuse themselves from the matter.

(d) Confidential information. Nothing in this section shall require a municipal officer to disclose confidential information or information that is otherwise privileged under law.

### **§ 1993. PROHIBITED CONDUCT**

(a) Directing unethical conduct. A municipal officer shall not direct any individual to act in a manner that would:

(1) benefit a municipal officer in a manner related to the officer's conflict of interest;

(2) create a conflict of interest or the appearance of a conflict of interest

for the officer or for the directed individual; or

(3) otherwise violate the Municipal Code of Ethics as described in this chapter.

(b) Preferential treatment. A municipal officer shall act impartially and not unduly favor or prejudice any person in the course of conducting official business. An officer shall not give, or represent an ability to give, undue preference or special treatment to any person because of the person's wealth, position, or status or because of a person's personal relationship with the

officer, unless otherwise permitted or required by State or federal law.

(c) Misuse of position. A municipal officer shall not use the officer's official position for the personal or financial gain of the officer, a member of the officer's immediate family or household, or the officer's business associate.

(d) Misuse of information. A municipal officer shall not use nonpublic or confidential information acquired during the course of official business for personal or financial gain of the officer or for the personal or financial gain of a member of the officer's immediate family or household or of an officer's business associate.

(e) Misuse of government resources. A municipal officer shall not make use of a town's, city's, or village's materials, funds, property, personnel, facilities, or equipment, or permit another person to do so, for any purpose other than for official business unless the use is expressly permitted or required by State law; ordinance; or a written agency, departmental, or institutional policy or rule. An officer shall not engage in or direct another person to engage in work other than the performance of official duties during working hours, except as permitted or required by law or a written agency, departmental, or institutional policy or rule.

(f) Gifts.

(1) No person shall offer or give to a municipal officer or candidate, or the officer's or candidate's immediate family, anything of value, including a gift, loan, political contribution, reward, or promise of future employment based on any understanding that the vote, official action, or judgment of the municipal officer or candidate would be, or had been, influenced thereby.

(2) A municipal officer or candidate shall not solicit or accept anything of value, including a gift, loan, political contribution, reward, or promise of future employment based on any understanding that the vote, official action, or judgment of the municipal officer or candidate would be or had been influenced thereby.

(3) Nothing in subdivision (1) or (2) of this subsection shall be construed to apply to any campaign contribution that is lawfully made to a candidate or candidate's committee pursuant to 17 V.S.A. chapter 61 or to permit any activity otherwise prohibited by 13 V.S.A. chapter 21.

(g) Unauthorized commitments. A municipal officer shall not make unauthorized commitments or promises of any

kind purporting to bind the municipality unless otherwise permitted by law.

(h) Benefit from contracts. A municipal officer shall not benefit from any contract entered into by the municipality and the officer, the officer's immediate family, or an associated business of the officer or the officer's immediate family, unless:

- (1) the benefit is not greater than that of other individuals generally affected by the contract;
- (2) the contract is a contract for employment with the municipality;
- (3) the contract was awarded through an open and public process of competitive bidding; or
- (4) the total value of the contract is less than \$2,000.00

**Appendix IX**  
**CITY OF ESSEX JUNCTION SUBSTANCE**  
**~~ABUSE MISUSE~~ POLICY**

**Section 1. Purpose**

The illegal use, possession, distribution, cultivation or manufacturing of any drug (including alcohol) while on City premises (including all buildings and grounds) or while on the job is strictly prohibited, and any violation of this prohibition is cause for termination. Being under the influence of drugs (including alcohol) while on the job is also prohibited, and is in itself a ground for discipline, including termination. Any illegal substance confiscated will be turned over to the appropriate law enforcement agency and may become the basis for prosecution.

Medications prescribed by accredited physicians and used by the person for whom prescribed, at the prescribed dosage levels, do not fall within the prohibition of this policy.

**Section 2. Violations**

When the City has a probable cause to believe reasonable belief that an employee is using or is under the influence of a drug while on the job, that fact alone is sufficient for termination. Under such circumstances, if the employee denies that they are under the influence, the City may seek to have a drug screening test performed to detect the presence of drugs in the urine. If the City requests the test, and if the employee agrees to participate in urinalysis, and the test is positive, the employee will not be terminated if they participate in and successfully completes a ~~bona-fide-rehabilitation-treatment~~ program for alcohol or drug abuse provided by or through the City in consultation with the Employee Assistance Program.

However, the employee may be suspended for a period of up to three (3) months while they complete the rehabilitation program.

If the employee does not participate in and successfully complete the rehabilitation program (including negative test results during the program), the employee will be terminated.

If, after having tested positive and successfully participated in a ~~bona-fide-rehabilitation treatment~~ program recommended by the Employee Assistance Program, the employee at a later date again provides probable cause to believe they are under the influence of drugs while on the job, the employee may be terminated upon a positive test.

### Section 3. Termination

Nothing in this policy shall limit the City's authority to terminate (or impose other discipline) for cause. An employee may be terminated (pursuant to the usual termination procedures) for violation of Section 1 without being offered a drug rehabilitation program under Section 2.

### Section 4. Testing

Any drug test administered under this policy shall be administered in accordance with 21 V.S.A. Sections 514-519. The City may not request or require that a blood sample be drawn for the purpose of administering a drug test. The test shall be by urinalysis only and shall be administered only by a laboratory designated by the Department of Health and shall be administered only to detect the presence of alcohol or drugs as defined in 21 V.S.A. Section 511 (4) at non-therapeutic levels, as set by the Commissioner of Health pursuant to 21 V.S.A. Section 518 (c).

Before an employee ~~for those~~ whose position requires a CDL or an applicant with a CDL is tested, they will be provided with a copy of this written policy, which identifies the circumstances under which persons may be required to submit to drug tests, the particular test procedures, the drugs to be screened, a statement that over-the-counter medications and other substances may result in a positive test and the consequences of a positive test result.

If an applicant tests positive, the applicant shall not be hired. If an employee tests positive, the procedures of Sections 2 and 3 shall be followed.

(1) The employee or applicant shall be given the opportunity at their request and expense, to have a blood sample drawn at the time the urine sample is provided and preserved in such a way that it can be tested later for the presence of drugs.

(2) The City is required by law to establish a chain of custody procedure for both sample collection and testing that will verify the identity of each sample and test result.

(3) The City shall require the laboratory performing the test to confirm any sample that tests positive by testing the sample by gas chromatography with mass spectrometry or an equivalent scientifically accepted method that provides quantitative data about the detected drug or drug metabolites.

(4) The detection of a drug at a therapeutic level as defined by the Commissioner of Health shall be reported as a negative test result. The laboratory's report shall not contain any information indicating the presence of a drug at a therapeutic level as defined by the Commissioner.

(5) The laboratory shall simultaneously provide the City and the employee or applicant with identical copies of the written report of the drug test result, which includes all of the following information:

- a. The name of the person being tested.
- b. The type of test conducted for both initial screening and confirmation.
- c. The results of each test.
- d. The detection level, meaning the cut-off or measure used to distinguish positive and negative samples, on both the initial screening and confirmation procedures.
- e. The name and address of the laboratory.
- f. Any other information provided by the laboratory to the City concerning that person's test.

(6) A laboratory may report to an employer that a urine sample is positive only if both the initial test and confirmation test are positive for the particular drug. Test results shall only be provided by written report as described above.

(7) The City will ensure that a portion of any positive sample is preserved in a condition that

will permit accurate retesting for a period of not less than ninety (90) days after the employee or applicant receives the test results.

(8) In the event that an employee or an applicant tested pursuant to the above has positive drug test results, the City shall meet informally with such employee or applicant to explain the results and why the results may not be accurate. The City shall provide the employee or applicant with an opportunity to retest a portion of the sample at an independent laboratory at the expense of the employee or applicant and shall consider the results of such retest.

(9) Any information concerning any drug test results taken by the City pursuant to this policy, shall be confidential and shall not be released to anyone except appropriate City officials and the employee or applicant. Such information may be obtained by court order or process only as provided by 21 V.S.A. Section 516 and may be used in evidence in any judicial or quasi-judicial proceeding only to the extent allowed by 21 V.S.A. Chapter 5.

#### **Section 5. Test Procedures**

(1) The test shall be administered only to detect the presence of alcohol or drugs, as defined in 21 V.S.A. Section 511(3).

(2) The testing laboratory will perform a screening test, Enzyme Multiplied Immunoassay Test (EMIT), on each sample submitted only for those drugs listed in (1) above. When a screening result is negative, no further test may be conducted on that sample. When a screening test is positive, a confirmation test, Gas Chromatography/Mass Spectrometry (GCMS), will be performed on that sample. The laboratory will freeze and retain all confirmed positive samples for a period of not less than ninety (90) days after the person tested receives the results. The City shall ensure that the laboratory will preserve a portion of any positive sample in a condition that will permit accurate retesting for a period of not less than ninety (90) days after the person tested receives the test results. Should a legal challenge occur, the specimens will be retained throughout the period of resolution of the challenge. All other samples may be discarded.

(3) In the event of a positive urine test result, if the employee or applicant has requested a blood sample to be taken at the time the urine sample was given, the employee or applicant may, at his/her own expense, have the opportunity to have such blood sample tested at an independent laboratory. The blood sample must be stored, and chain of custody must be maintained as provided in this policy. Storage may be arranged with the designated testing laboratory performing the City's urinalysis, pending notification by the employee or applicant of another laboratory chosen by the employee or applicant. The sample shall be stored for at least ninety (90) days after the receipt of test results by the employee or applicant, unless the sample is sent to an independent laboratory for testing at the request of the employee or applicant. The laboratory so chosen must have been designated by the State of Vermont Department of Health to perform drug testing pursuant to 21 V.S.A. Section 514 (4). The employee or applicant must provide the name of the laboratory so chosen to the City within five (5) days of receipt of the results of the tests conducted upon the sample submitted for testing by the City. The employee or applicant shall pay all costs of taking, ~~storage-storing~~ and testing of the blood sample. The testing laboratory shall send test reports for such

blood sample to both the City and the employee or applicant tested. The results of such tests shall be considered by the City.

## **Section 6. Collection of Samples**

(1) For all testing allowed under this policy, the specimen to be collected shall be the employee's or applicant's urine. The employee or applicant shall present a photo ID, or be identified to testing personnel by a representative of the City. The sample collection facility may follow its usual procedures to assure that the specimen received is genuine and unadulterated, except to the extent proscribed hereby.

(2) The collection of any sample for use in a drug test will be conducted in a medical facility by medical personnel trained in collection techniques.

(3) Employees or applicants are not required to remove any clothing for the purpose of collecting a urine sample, except that personal belongings and any outer garments must be left outside the collection area. No employee or applicant may be required to provide a urine sample while being observed, directly or indirectly, by another individual, except that, in the event that personnel administering the test have grounds to believe an attempt has been made to tamper with a sample at the time of collection, such personnel may follow the usual procedures of the collection facility to assure that an untampered with sample is provided, including observation.

(4) Urine samples will be collected in a new, sealed, clean containers manufactured for the purpose of urine collection. The person in charge of collection may, in the presence of the test subject, measure the temperature of the specimen within four (4) minutes of voiding, the specific gravity of the specimen (if indicated), and evaluate the color and odor of the specimen.

(5) Sample collection facilities should be done at FMCSA DOT Drug Testing Facility in Vermont. Facilities may be changed or added as necessary.

## **Section 7. Chain of Custody and Storage of Samples**

(1) All urine samples shall be immediately sealed in a tamper-evident container. A peel-off, control-numbered label shall be removed from the written requisition form, placed over the cap, and extended over the sides of the container. The specimen container shall be clearly and indelibly labeled with the date, time of collection, and the identifier associated with the person from whom the specimen was obtained. The employee or applicant will initial and date the top of the label, ensuring the employee or applicant was present when the seal was affixed to the container. The employee or applicant will also sign and date the substance abuse test requisition form once the form is completed. The sealed container shall be enclosed with the requisition form in a zip lock bag. The zip lock bag shall be placed into the specimen transport box and the box shall be sealed. The tamper-evident, sealed specimen box shall be promptly transported to the laboratory either by the laboratory courier or via over-night delivery.

Blood specimens, when requested by the employee or applicant pursuant to 21 V.S.A. Section 514 (6) (b), will be collected in vacuum-activated blood collection tubes, with such

preservations as may be specified by the testing laboratory. The employee's or applicant's blood specimen will be sealed, labeled, and signed for in the same manner as the urine sample. Testing shall only be performed on the blood specimen at the employee's or applicant's request. The blood specimen shall be preserved and stored pending a request by the employee or applicant for testing. The blood specimen may be destroyed ninety (90) days after the results of the urinalysis has been received by the employee or applicant, unless the employee or applicant has requested, in writing, that tests be performed on the blood sample.

(2) Immediately upon collection of each sample, a chain of custody record shall be established for that sample, indicating the identity of each person having control over the sample and the times and dates of all transfers or other actions pertaining to the sample. The completed chain of custody record shall be placed in the specimen transport box before the sealing of the box.

(3) If immediate transportation or shipment is not feasible, the specimens will be refrigerated at less than 6 degrees C.

(4) At the laboratory, the chain of custody of the untampered-with specimen shall be maintained through the testing process, and with respect to the portion of the sample which is to be retained in the event of a positive test.

6) Such other protections deemed necessary by the sample collection facility and/or the designated laboratory, for the maintenance of chain of custody and proper storage of the specimen, may also be undertaken by them.

## Appendix IX

### ELECTRONIC COMMUNICATIONS AND COMPUTER USE POLICY

#### Purpose:

This policy ensures the appropriate and secure use of City-owned computers, hardware, software, and communications equipment provided to employees for work-related purposes. This policy does not apply to computers available for public use at Brownell Library.

#### 2-Systems Overview:

The City of Essex Junction provides computers (including laptops), email, telephones, cellular phones, and facsimile equipment to support the City's business objectives. Each employee is responsible for ensuring that these tools are used primarily for business purposes, with confidentiality maintained at all times.

#### 3-Use:

City computers and electronic communication equipment are public property. Accordingly, City Management or the Police have the right to inspect the contents of any City-owned device or any device used during City work time, including hard drives, disks, or other storage media.

#### 4-

#### Security:

Each employee is responsible for computer security, including using strong passwords and other security measures to protect data.

- ~~Employees are expected to comply with virus scanning procedures to prevent security threats.~~ Employees are expected to comply with all security measures and collaborate with the IT department/vendor as needed to prevent and address security threats.
- ~~Employees must use passwords to access City systems and provide these passwords to the City's MIS Director for a confidential master list. Employees are required to use passwords to access City systems, ensuring that each password remains confidential and exclusive to the individual employee. Passwords should be a combination of at least ten characters, including both letters and numbers.~~ Employees are required to use passwords to access City systems, ensuring that each password remains confidential and exclusive to the individual employee. Passwords should be a combination of at least ten characters, including both letters and numbers.
- ~~All cloud applications used for City operations must be secured with multi-factor authentication (MFA) whenever the application supports this feature. Passwords should be a combination of at least six ten characters, including both letters and numbers.~~ All cloud applications used for City operations must be secured with multi-factor authentication (MFA) whenever the application supports this feature. Passwords should be a combination of at least six ten characters, including both letters and numbers.

~~Employees may update passwords with the MIS Director's approval.~~

#### 5- Personal Use:

City computers and electronic equipment are intended for public business and should not be used for personal activities that interfere with job performance. City computers should not be used for profit-making activities during or outside work hours.

#### 6-Correspondence and the Open Meeting Law:

All correspondence received on a City-owned computer related to public business may be subject to the Open Meeting Law, meaning it may be available for public inspection under the law.

#### 7-

#### Email Use:

Emails sent or received on City computers must be treated with professionalism, confidentiality, and propriety, similar to written correspondence. ~~Emails containing confidential or sensitive information must be encrypted to ensure their security and protect the information.~~ Employees should not expect privacy for emails on City-owned systems. The City Manager, or their designee, may authorize access to an employee's email.

Prohibited email content includes obscene/offensive language, inappropriate images, sexually explicit material, or messages that disparage individuals or groups.

Limited personal email use is allowed, provided it does not interfere with job duties, involve private gain, or violate any policy.

Employees may not send chain letters, personal solicitations, or unauthorized information.

Attachments should be kept reasonably sized.

~~, and a~~Any attachment from an unknown source should not be opened and should be deleted immediately if flagged as potentially infected.

Emails containing confidential or sensitive information should must be encrypted to ensure their security and protect the information.

#### **~~8-~~ Internet Access:**

Internet access is provided for work purposes to assist employees in performing job duties. Access may be suspended if misused, potentially affecting job performance.

Accessing or displaying obscene, offensive, or disparaging content is strictly prohibited.

The use of City-provided Internet for personal or financial gain, gambling, commercial, or investment activities during or after work hours is not permitted.

Employees must consult with the City's Managed Service Provider before downloading any software or programs from the Internet.

#### **~~9-~~ Discipline:**

The City Manager, or designee, may review the contents of any City computer, including hard drives and other media, to ensure compliance with this policy. Employees have the right to be present during such reviews. Policy violations may result in disciplinary actions, which may include warnings, suspension, or termination, depending on the severity of the violation.

~~APPENDIX-Appendix XI~~  
**CITY OF ESSEX JUNCTION  
SAFETY POLICY**

WHEREAS, the City of Essex Junction is an incorporated political subdivision of the State of Vermont,

THEREFORE, the City is both empowered and obligated to provide essential municipal services to benefit its residents and the general public.

The City of Essex Junction is committed to providing these services in a manner that prioritizes workplace safety and minimizes hazards wherever possible, while continuing to serve the community effectively. It is the City's policy to uphold the highest standards of safety by complying fully with all applicable state and federal laws, rules, and regulations related to occupational health and safety.

To support this commitment, the City has established a Safety Committee, composed of representatives from each department (Water Resource Recovery Facility, Public Works, Library, 2 Lincoln, and Fire). Each Department Head is responsible for appointing a representative from their area. The Safety Committee will convene quarterly to uphold and enhance safety standards across all City operations.

The Committee's responsibilities include:

1. Reporting any safety-related concerns and recommending improvements to the relevant Department Head and/or City Manager.
2. Developing and recommending safety policies and procedures, both at the departmental and organization-wide levels, for review and approval by Department Heads and/or the City Manager.
3. Organizing safety training sessions, with approval from the Department Head and/or City Manager, to promote safe practices across the organization.

4. Setting a positive example in workplace safety, advising employees on adherence to safety policies and reporting unsafe activities to the Department Head and/or City Manager.
5. Performing additional safety-related duties as may be assigned or approved by the City Manager.

### **Appendix XIII**

#### **City of Essex Junction Employee Recognition and Merit Bonus Awards Policy**

The City of Essex Junction is committed to a fair and consistent compensation program. Recognizing that some employees perform above and beyond standard expectations, we aim to honor outstanding achievements and contributions that significantly benefit the City. Through merit and bonus awards, the City rewards employees who demonstrate exceptional performance, tackle special projects of major importance, or consistently exceed expectations in their regular duties. This policy encourages excellence and acknowledges employees whose efforts make a meaningful impact.

#### **Eligibility**

- Merit Bonus Awards: Only full-time, non-probationary employees are eligible for non-recurring merit bonus awards.
- Longevity Awards: All employees (both full-time and part-time) qualify for longevity awards, recognizing continuous years of service.

#### **Types of Awards**

##### **1. Non-Recurring Bonuses**

Non-recurring bonuses are one-time lump sum or cash-equivalent awards that do not affect the employee's hourly rate.

- Special Project Bonus: Employees who demonstrate exemplary work on a short-term (less than 12 months) special project, in addition to regular duties, may receive a

bonus of at least \$250. Eligible projects include initiatives that enhance the City's business or residential appeal, generate cost savings, or improve departmental services.

- Performance-Based Bonus: Employees who consistently perform above standard expectations, achieving a performance rating of "4" or higher, may qualify for a bonus of at least \$500 during their annual review. This bonus is awarded in addition to any regular salary adjustments based on performance.
- Nomination Process: Department heads must nominate employees for bonus or education awards. The City Manager will recommend award amounts, with final approval from the City Council. The total award will not exceed 5% of the employee's annual salary.

2. **Education Award**

Employees who earn a degree or higher education certificate relevant to their job may be nominated to receive a bonus award of up to \$1,000.

3. **Longevity Bonus Awards**

Longevity awards celebrate milestones in continuous service and are given in five-year increments beginning at the 10-year mark. All employees, both full-time and part-time, are eligible, with service counting as total years with the City (including rehired or part-time service).

- Award Amounts:
  - 10 years of service: \$25
  - 15 years of service: \$30
  - 20 years of service: \$50
  - 25 years of service: \$75
  - 30 years of service: \$100

Longevity bonuses are awarded annually and are direct deposited into employee paychecks.

**Taxation**

All monetary awards are taxable as additional income and will be subject to payroll taxes in accordance with IRS regulations.

## **Appendix XIV**

### **The City of Essex Junction Policy on Administrative Procedures for Personnel Files and Medical Records**

#### **Purpose**

This policy is designed to ensure accurate and complete record-keeping practices to comply with legal standards, maintain employee privacy, and minimize employer liability. Personnel files are intended to reflect employees' work history and performance comprehensively. This policy applies to all employees and departments to ensure consistency, privacy, and compliance with legal obligations.

#### **Section 2: File Maintenance and Security**

##### **1. File Maintenance**

Personnel and medical files will be maintained in secure, restricted-access locations including electronic systems, to protect employee privacy. Records will be updated as necessary to reflect changes in employment status, performance, benefits, or other relevant information.

##### **2. File Security**

Access to personnel and medical files is limited to authorized personnel only. Files are stored securely in locked cabinets or on secure electronic systems.

##### **3. File Retention**

Personnel and medical records will be retained for the period required by applicable laws and regulations. Upon separation, personnel records will be archived securely for the duration stipulated by legal retention policies. See, i.e., State of Vermont General Record Schedule.

Issued to All Public Agencies, GRS-1304.1103: Personnel Files  
([https://sos.vermont.gov/media/zdka4izb/grs-13041103\\_managingemployees.pdf](https://sos.vermont.gov/media/zdka4izb/grs-13041103_managingemployees.pdf)).

~~3.4.~~ In the event that the current HRIS system is discontinued, all documents will be downloaded and retained by the City in a secure electronic system.

### **Section 3: Personnel File Contents**

Personnel files are maintained to document each employee's work history and performance. The contents of personnel files may include, but are not limited to, the following:

1. Employment application and resume.
2. Offer letter, employment agreement, or contracts.
3. Job descriptions and work assignments.
4. Performance evaluations and performance improvement plans.
5. Documentation of promotions, demotions, transfers, or changes in job responsibilities.
6. Training and certification records.
7. Disciplinary actions, if any, with accompanying documentation.
8. Records of compensation changes, benefits enrollment, and payroll records as legally required.
9. Employee acknowledgments of policy and handbook receipt.
10. Records of attendance, punctuality, and any leave of absence.

### **Section 4: Personnel File Access**

#### **1. Employee Access**

~~Employees may request access to their personnel file by submitting a written request to Human Resources. Access will be granted within a reasonable timeframe, and employees may review their file in the presence of an HR representative. Employees are permitted to make copies of documents in their file, except for certain restricted documents, such as reference letters or third-party documentation not intended for employee review~~

Employees may request access to their physical personnel file by submitting a written request to Human Resources. Access will be granted within a reasonable timeframe, and employees may review their file in the presence of an HR representative. Employees can make copies of documents in their file, except for restricted documents. These restricted documents are determined based on state and federal laws.

~~4. Files are stored in a secure Human Resources Information System (HRIS), ensuring protection and access only to authorized personnel. Each employee can access their own documents directly through this system, except for restricted documents. These restricted documents are determined based on state and federal laws.-~~

#### **2. Management and Supervisor Access**

Access to personnel files is granted only to authorized supervisors and managers with a legitimate need to review specific information for employment decisions, such as promotions,

disciplinary actions, or performance reviews. Access will be coordinated through the Human Resources Director.

### 3. **Third-Party Access**

Access to personnel files by individuals outside of the organization is restricted and will only be granted if required by law, or with written employee consent, or as part of legal or regulatory compliance.

## **Section 5: Medical Record File Contents**

Medical records are kept in separate files to ensure confidentiality and limit access. Medical record files may include, but are not limited to:

1. Medical certifications, notes, and records related to employee absences, leaves, or accommodations (e.g., FMLA, ADA).
2. Workers' compensation claims records.
3. Records of health screenings, vaccinations, or physical examinations required for employment.
4. Documentation related to disability benefits or workplace accommodations.
5. Health insurance enrollment forms and benefits information.

## **Section 6: Medical Record File Access**

### 1. **Employee Access**

Employees may access their medical record file by submitting a written request to the Human Resources Director. Human Resources will be present during the review, and employees may make copies of documents contained in their file, unless restricted by law. Additionally, the original file may not be removed from the City offices.

### 2. **Restricted Access**

Access to medical record files is strictly limited to designated Human Resources personnel and individuals who are responsible for administering benefits, leave, or accommodation programs. Supervisors and managers may not access medical records except where necessary to implement necessary accommodations or comply with work restrictions and only with HR guidance.

### 3. **Third-Party Access**

Medical records may only be disclosed to third parties in accordance with applicable laws or with the employee's written consent. For legal and compliance purposes, requests for access to medical records by third parties will be reviewed and managed by the HR department to ensure compliance with all applicable privacy laws.

### 4. **DOT Regulations**

In accordance with DOT Regulation 49 CFR Part 40, Sec 40.25, upon request, the City shall provide a prospective employee of a City employee a CDL driver's past history of positive drug or alcohol tests and/or refusals to be tested if the employee signs a release of information form.

### 5. **Investigation**

~~The City Council when conducting an investigation in accordance with The Essex Junction~~

~~Charter, or the City Attorney with the City Manager permission.~~ Medical records at issue in a matter may be viewed by the City Council, City Manager and Human Resources Personnel in connection with an investigation in accordance with these Regulations.

#### **Compliance and Enforcement**

The Human Resources Director is responsible for ensuring compliance with this policy. Any violations of this policy, including unauthorized access or disclosure of personnel or medical records, may result in disciplinary action, up to and including termination of employment.

#### **Appendix XV** **VILLAGE-CITY OF ESSEX JUNCTION** **POLICY REGARDING PROVIDING** **REFERENCES FOR FORMER** **EMPLOYEES**

It is the policy of the ~~Village-City~~ of Essex Junction that when prospective employers inquire about the employment history of former employees, the information provided shall be limited to the following:

1. Name of employee
2. Job Title(s)
3. Dates of Employment

No other information will be provided ~~unless a signed release for reference check is completed.~~

- A) ~~Information Requests and Employment References.~~ Requests for information from employee files and inquiries from outside the ~~Village-City~~, including requests for references on former employees, will be directed to the ~~Village Manager~~ Human Resources Director. The ~~Village-City~~

will only provide dates of employment and positions held unless a reference release form is completed. Elected officials and employees are prohibited from providing employment references regarding current or former employees.

- B) Production of Employee Personnel Records. The ~~Village-City~~ will notify an employee, and to the extent practicable, a former employee, in writing when it provides personnel records in response to a legally issued subpoena. In responding to a subpoena, the ~~Village will~~ City will comply with applicable state laws related to producing personnel records to a party in court action. Without a subpoena, the ~~Village-City~~ will not provide personnel records to a third party. Therefore, if an employee or former employee wishes to provide such records to a third party, the employee should access and copy the portions of his or her personnel record to be provided.

~~Adopted by the Village Trustees on 11/12/13.~~

### **Release of Information for Employee Reference Check**

I acknowledge that I have been informed that it is the City of Essex Junction's general policy to disclose in response to a prospective employer's request only the following information about current or former employees: (1) name of employee, (2), job title and (3) dates of employment.

By signing this release, I am voluntarily requesting that City of Essex Junction departs from this general policy in responding to reference requests from any prospective employer that may be considering me for employment. I authorize City of Essex Junction to disclose to such prospective employers any employment-related information that City of Essex Junction, in its sole discretion and judgment, may determine is appropriate to disclose, including any personal comments, evaluations, or assessments that City of Essex Junction may have about my performance or behavior as an employee.

In exchange for the City of Essex Junction agreement to depart from its general policy and to disclose additional employment-related information pursuant to my request, I agree to release and

discharge City of Essex Junction and their representatives from all claims, liabilities, and causes of action, known or unknown, fixed or contingent, that arise from or that are in any manner connected to City of Essex Junction's disclosure of employment-related information to prospective employers. This release includes, but is not limited to, claims of defamation, libel, slander, negligence, or interference with contract or profession.

I acknowledge that I have carefully read and understand the provisions of this release. This release sets forth the entire agreement between the City of Essex Junction and myself.

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

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

**Appendix XVI**  
**City of Essex Junction**  
**Cell Phone Stipend Policy**

**Purpose:**

To provide a stipend to employees who require access to a cell phone because of the nature of their work. The stipend is intended to offset the phone's costs and to protect the City and its employees from tax liability by ensuring compliance with the Internal Revenue Code (IRC) and its corresponding regulations.

**Scope:**

Employees who hold positions that include the need for a cell phone may receive a monthly stipend to reimburse them for business-related costs incurred when using their personally-owned cell phone.

This stipend does not constitute an increase in base pay and will not be included in the calculation of

percentage increases to base pay due to annual raises, job upgrades, benefits based on a percentage of salary, etc.

Employees may be eligible for this stipend if one or more of the following criteria are met:

1. The employee's job requires considerable time outside of their assigned office or work area, and it's important to the city for the employee to be accessible during those times.
2. The employee's job requires the employee to be accessible outside of scheduled or normal working hours.
3. The employee's job requires wireless data and internet access that is not available through existing work equipment.

**AND**

4. The employee's department manager or the City Manager has approved the request for a cell phone stipend in lieu of a City issued cell phone.

The stipend amount will be determined annually, and will be equal to the cost of a cell phone plan under the City's current wireless carrier contract.

**Additional Resources:**

<https://www.shrm.org/resourcesandtools/hr-topics/compensation/pages/cellphonetax.aspx>

**Cell Phone Stipend Agreement**

Employee Name: \_\_\_\_\_ Stipend Start Date\*: \_\_\_\_\_

Job Title: \_\_\_\_\_ Monthly Stipend Amount: \$45 (FY25)

Department: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ Cellular Carrier: \_\_\_\_\_

Business Purpose:

\*Stipend payment should begin with the start of the next month and will be paid in the last check of each month.

#### **Policy Summary**

Employees who hold positions that include the need for a cell phone may receive a cell phone stipend to reimburse for business-related costs incurred when using their personally-owned cell phones. The stipend will be considered a non-taxable fringe benefit to the employee. The City will review and set the amounts to be provided for stipends and reimbursement on an annual basis. For more information, refer to the *Cell Phone Stipend Policy*.

#### **Employee Responsibilities**

Recipients of a cell phone stipend have the following responsibilities:

- Purchase cellular phone service and equipment and assume responsibility for vendor terms and conditions. The employee is responsible for plan choices, service features, and calling areas that meet the requirements of the job and the area of service the stipend is intended to cover (on campus, during travel or at home). This includes termination clauses, and paying all charges associated with the cellular service and device.
- Attest to related necessary business use. Submit the latest monthly billing statement when the stipend begins and then each August to verify that the stipend is spent on this resource.
- Report any job function changes that eliminate or significantly reduce the business need for a cell phone to your supervisor within 5 business days of this change. Also, if the employee reduces service levels in the wireless contract below the reimbursed amount, the same communication expectations exist.
- Keep (or have access to) monthly invoices for a two-year period so they can be produced upon request by either a City rep or the Internal Revenue Service.
- Avoid using the cellular phone for work related purposes while operating a motor vehicle, machinery or in other dangerous situations.
- Comply with all Federal and State data maintenance and protection laws (e.g., FERPA, record retention requirements, etc.), as well as all City policies, including those pertaining to data security, acceptable computing use, and email.
- Delete all City data from the cell phone when employment with the city is severed, except when required to maintain the data in compliance with a litigation hold notice.

#### **Employee Certification**

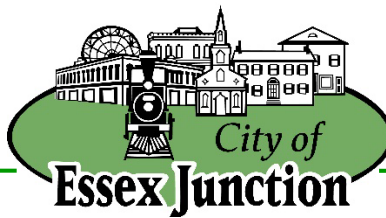
By signing below, I certify that I have read, understand, and agree to the Cell Phone Stipend Policy and my responsibilities under the policy.

\_\_\_\_\_  
*Employee Signature* *Date*

\_\_\_\_\_  
*Department Head/City Manager Signature* *Date*

\*Reimbursement Rates are subject to change from fiscal year to fiscal year.





## MEMORANDUM

**To:** City Council

**From:** Regina Mahony, City Manager

**Meeting Date:** March 12, 2025

**Subject:** Discussion & Consideration of the Contract Renewal for the City Manager

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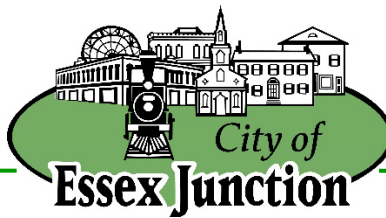
**Issue:** To consider renewing the City Manager's contract.

### Discussion:

Per the contract between the City Manager and the Council, in accordance with human resources best practice, and as recommended by the International City Management Association (ICMA), an evaluation process should be completed. February to March is the ideal timing as it allows the current Council to evaluate performance before the Annual Meeting and set mutual expectations going into the new elected year and fiscal year.

Additionally, given the end of my current contract is in September 2025, I have requested the Council consider renewing my contract beyond September 2025.

Following Executive Sessions and contract negotiations, the contract renewal should be conducted as a Business Item.



## MEMORANDUM

**To:** City Council

**From:** Regina Mahony

**Meeting Date:** March 12, 2025

**Subject:** Executive Session discuss Confidential Attorney-client Communications and Probable Litigation

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**Issue:** The issue is whether the City Council will enter executive session to discuss confidential attorney-client communications made for the purpose of providing professional legal services to the body and pending or probable civil litigation.

**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. Confidential attorney-client communications 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 confidential attorney-client communications regarding a probable litigation would place the city at a substantial disadvantage."

#### Motion #2

"I move that the City Council enter into executive session to discuss confidential attorney-client communications regarding probable litigation, pursuant to 1 V.S.A. § 313(a)(1)(E) and 1 V.S.A. § 313(a)(1)(F) to include the City Council and City Manager."

CITY OF ESSEX JUNCTION  
CITY COUNCIL MEETING MINUTES  
REGULAR MEETING  
TUESDAY FEBRUARY 26, 2025

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

**ADMINISTRATION and STAFF:** Regina Mahoney, City Manager; Chelsea Mandigo, Water Quality Superintendent; Jess Morris, Finance Director; Chris Yuen, Community Development Director

**OTHERS:** Bethany Clark, Heidi Clark, George Dunbar, Stephen Wille Padnos, Grant Patterson, Andy Rowe, Resa

**1. CALL TO ORDER**

Mr. Chawla called the meeting of the City Council to order at 6:30 PM.

**2. AGENDA ADDITIONS/ CHANGES**

None.

**3. APPROVE AGENDA**

No changes, thus no approval required.

**4. PUBLIC TO BE HEARD**

**a. Comments for Public on Items not on Agenda**

Mr. Dunbar asked when the audit report will be presented, Ms. Morris said that this should be posted to the website later this week and be presented to the Council on March 12. He said that Essex Junction has a significantly higher tax rate than other surrounding communities. He said that separation was expected to reduce taxes, and not doing so will erode the public's trust in the City government. He questioned what happened to these promised savings and said that it appears that the tax rate is continuing to climb. Mr. Certa asked Mr. Dunbar to e-mail the Council his data points.

Mr. Patterson said that he is the owner of the WNFC Esports Dojo. He said that his four-car parking lot has been totally blocked off due to the City plows pushing snow onto it. During the last storm, it made his business completely inaccessible due to a 3.5-foot wall of ice. Answering a question from Mr. Chawla, Mr. Patterson said that he does not believe that this is happening to other businesses. Mr. Chawla said that this will be investigated and that someone will respond to Mr. Patterson.

**5. PUBLIC HEARING**

**a. Public Hearing on the Proposed Land Development Code Amendments**

Mr. Chawla opened the public hearing.

Mr. Yuen said that the Land Development Code (LDC) is separate from the Transit-Oriented Development Master Plan. The LDC update is primarily technical adjustments and fixes. These include: a re-write of sign regulations, adjustment of residential density limits to meet statutory requirements and reduce barriers to small-scale housing construction, adjustment of site, dimensional and design standards for small-scale development, changes to stormwater regulations, regulation of food trucks, and the correction of technical inconsistencies. Sign regulations will be required to be content-neutral, and can only be regulated based on time, place, and manner. No changes are proposed to sandwich board signs. The 2023 Vermont HOME Act has required that areas served by municipal water and sewer allow up to fourplexes in the areas in which

single-family homes are allowable. The number of units per lot has been increased from four to six units in the R-O and MF3 districts. The minimum front yard setback has been reduced in several districts, and up to two principal structures are allowable per lot. Mr. Yuen discussed special design standards in the R1/R2 to accommodate parking for triplexes and fourplexes. Triplexes and fourplexes will not be considered to be “multi-family” and thus will not require the additional buffering standards. Food trucks will have generator use very limited under the new regulations and generators cannot be run outside of daylight hours. Triplexes and fourplexes will be able to be administratively approved.

Mr. Chawla requested public comment. Mr. Dunbar asked how the new state statutes affect neighborhood covenants. Mr. Yuen said that they do not affect existing covenants. Mr. Dunbar said that additional units also create a sound impact.

Mr. Chawla closed the public hearing.

## **6. BUSINESS ITEMS**

### **a. Interview and Consideration of Green Mountain Transit Alternate Member**

Ms. Clark said that she grew up in Essex Junction, is a non-driver, and the transit system is very important to her. Mr. Chawla said that the Green Mountain Transit board typically meets during the weekday and asked if Mr. Clark would be able to attend these meetings. Ms. Clark said that she could make morning meetings as well as most mid-day meetings due to her flexible work schedule. Answering a question from Mr. Certa, Ms. Clark said, if nominated to the board, she would look towards partnerships or raising fares to avoid cutting access. Mr. Chawla said that the Council will decide and communicate it to Ms. Clark.

### **b. Finance Department and Capital Review Committee Brief to Council**

Ms. Morris said that all separation details have been worked out, and that both municipalities have gone through their first tax billing process. The finance department is fully staffed and is in the process of finding efficiencies. Essex Junction had a successful audit for 2024. The Capital Committee has been working to update the multi-year Capital Plan. Ms. Morris said that she is on the Board of the Vermont Government Finance Officers Association (GOFA) and that the New England chapter will be holding their annual meeting in Vermont this year. Mr. Certa asked about training opportunities for other finance staff, and Ms. Morris explained the state-sponsored and NEMRC trainings available. She said that she is encouraging all finance staff to take advantage of GOFA training opportunities as well as network with counterparts in other communities.

### **c. Discussion and Consideration of Stormwater Related Ordinances – Amendments to Ordinance 19 (Stormwater Permit Transfer) and New Ordinance 20 (Stormwater Management)**

Ms. Mandigo said that two public hearings were held in the fall regarding stormwater ordinance updates. Comments from the public are summarized and available for review. Mr. Haney asked when it would be determined if Global Foundries is exempt from the utility. Ms. Mahoney said that she is hopeful that this can be presented on March 12. Answering a question from Mr. Certa, Ms. Mahoney said that the purpose of establishing the stormwater utility is to make billing more equitable based on impervious surfaces amounts.

**TIM MILLER made a motion, seconded by RAJ CHAWLA, 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; and Adopt Essex Junction Municipal Ordinance Chapter 20: An Ordinance Relating to Stormwater Management Regulations. Motion passed 5-0.**

**d. Discussion and Consideration of Land Development Code Amendments**

**TIM MILLER made a motion, seconded by MARCUS CERTA, that the City Council approve the Land Development Code Amendments as presented. Motion passed 5-0.**

**e. Discussion and Consideration of the FY26 General Fund Operating and Capital Budgets**

Ms. Mahoney said that there are very minimal changes in the budget due to county tax and a correction to the Local Option Tax fund. The proposed General Fund Budget is \$12,419,241; \$11,405,931 of which is to be levied in taxes against the City Grand List, which will need to be approved by voters. This represents a 2.6% increase. Ms. Mahoney said that stormwater funding has been moved into the stormwater utility. The enterprise budget will not be approved this evening.

**TIM MILLER made a motion, seconded by RAJ CHAWLA, that the City Council approve the FY26 General Fund Operating and Capital Program Budgets as presented. Motion passed 5-0.**

**f. Discussion and Consideration of the Informational Hearing and Annual Meeting Warning**

This includes the general fund budget, bond vote for the pump station, and three separate elections.

**RAJ CHAWLA made a motion, seconded by TIM MILLER, that the City Council approve the warning as drafted. Motion passed 5-0.**

**g. Discussion and Consideration of an Executive Session to discuss Personnel**

This was discussed during Executive Session.

**6. CONSENT ITEMS**

**ELAINE HANEY made a motion, seconded by TIM MILLER, to approve the consent agenda. Motion passed 5-0.**

**a. Approve Meeting Minutes: 2/3/2025 and 2/12/2025**

**b. Acting as the Liquor Control Commission: Approve Liquor Licenses**

**c. Approve Memorial Park Policy Amendment**

**d. Approve Essex Junction Little League Street Closure Application**

**7. COUNCIL MEMBER COMMENTS & CITY MANAGER REPORT**

None.

**8. READING FILE**

**a. Check Warrant # 24069 2/21/25**

**b. Police Community Advisory Board Minutes 1/21/25**

**c. Joint Planning Commission/City Council Minutes 2/6/25**

**d. Board of Civil Authority Minutes 2/11/25**

**e. Bike Walk Advisory Committee Minutes 2/13/25**

**9. EXECUTIVE SESSION**

**b. An Executive Session may be needed to discuss the City Manager Evaluation and Contract**

**MARCUS CERTA made a motion, seconded by RAJ CHAWLA, that the City Council enter into executive session to discuss a personnel evaluation, pursuant to 1 V.S.A. § 313(a)(3) to include the City Council and the City Manager. Motion passed 5-0.**

**a. An Executive Session may be needed for the Appointment of a Public Official  
RAJ CHAWLA made a motion, seconded by ELAINE HANEY, 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. Motion passed 5-0.**

**AMBER THIBEAULT made a motion, seconded by TIM MILLER, to exit Executive Session. Motion  
passed 5-0 at 8:25 PM.**

**RAJ CHAWLA made a motion, seconded by MARCUS CERTA, to appoint Bethany Clark as an  
Alternate to the Green Mountain Transit Board of Commissioners with a term expiring on June 30,  
2027. Motion passed 5-0.**

**10. ADJOURN**

**Motion by RAJ CHAWLA, seconded by ELAINE HANEY, to adjourn. Motion passed 5-0 at 8:27  
PM.**

**Respectfully Submitted,  
Darby Mayville  
Recording secretary**

**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 1907(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 1907B)(2)(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) 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 19-20 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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

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 1907(B)(2)(b)(i)-(vii) 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 1902(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 by the Type 3 stormwater system.
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 1902(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: \_\_\_\_\_

**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 Sections 512-514

## 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 19-20 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  
PLANNING COMMISSION REGULAR MEETING  
CITY COUNCIL SPECIAL MEETING  
MINUTES OF MEETING  
FEBRUARY 6, 2025  
DRAFT**

**PLANNING COMMISSIONERS PRESENT:** Diane Clemens, Chair; Scott McCormick, Vice-Chair; Elena Juodisius; Elijah Massey, Kirstie Paschall

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

**ADMINISTRATION:** Regina Mahoney, City Manager; Chris Yuen, Community Development Director

**OTHERS PRESENT:** Greg Morgan, Jim Waite

**1. CALL TO ORDER**

Mr. Chawla called the City Council meeting to order at 6:31 PM.

Ms. Clemens called the Planning Commission meeting to order at 6:31 PM.

**2. AGENDA ADDITIONS/CHANGES**

None.

**3. PUBLIC TO BE HEARD**

**a. Comments from Public on Items Not on Agenda**

None.

**4. MINUTES**

**a. Planning Commission: January 14, 2025**

**MOTION by SCOTT MCCORMICK, seconded by ELIJAH MASSEY, to approve the minutes of January 14, 2025, with corrections. Motion passed 5-0.**

**Corrections:**

-On page 2, “churches” should be changed to “places of worship.”

**5. BUSINESS ITEMS**

**a. Update on Connect the Junction TOD Master Plan**

Mr. Yuen said that this project has been paused due to federal funding uncertainties. The “big ideas” report has been presented by the consultant and the draft plan could be requested in its current form if necessary. Mr. Chawla said that the cost for finishing this document could be investigated and proposed that funds be added to the budget for this purpose. Mr. Yuen said that the TOD Master Plan is intended to shape other regulations, including the Land Development Code, zoning bylaws, and capital project prioritization. Mr. Chawla suggested that this meeting be rescheduled for 6-8 weeks in the future after the funding situation is clarified.

**b. Discussion on the regulation on sandwich boards**

Mr. Yuen presented a slide comparing existing regulations to the proposed sandwich board regulations. Major differences include a change clarifying that sandwich board signs must be no closer than 12 feet from other sandwich board signs. The size of the sign and the regulation that signs must only be out

during business hours remain the same. Mr. Chawla said that he would prefer that sandwich board signs be removed entirely and suggested that sandwich board regulations sunset after a year or two. He said that there is no consistent enforcement on this issue. He also suggested that there be stricter standards of what “open” means in the context of modern businesses and spoke of the visual clutter that sandwich boards create. Ms. Haney said that Essex Junction does little for the business community, and that allowing sandwich boards is something small that can be done to support them. Mr. Massey said that the Planning Commission (PC) has received feedback encouraging them to be lenient regarding sandwich board signage. Mr. Certa said that inconsistent enforcement is more problematic and suggested that economic development as a whole and enforcement priorities be examined. Ms. Thibeault said that sandwich boards are being used for marketing purposes and spoke of the aesthetic improvement that occurred when the signs were removed after recent enforcement. Mr. Chawla said that the City could assist business owners with some of the funds involved with shifting away from sandwich board signs and prioritizing the signage needs of the businesses that are more hidden from view.

Mr. McCormick discussed volunteer mobilization for economic development and said that more needs to be done to promote local businesses. Mr. Certa said that collaboration should occur between developers and city officials regarding housing and economic development. Ms. Mahoney discussed minimal staff capacity to take on new initiatives. She also said that it is important to define when businesses are considered to be open and discussed the difficulties in determining if a business is more hidden in the context of content neutral signage.

Regarding the sunset of sandwich board signs, Ms. Mahoney said that this has been done in other communities. Mr. Yuen said that, if there are any changes to the warned version of the Land Development Code, it will push out adoption by a month. Mr. Chawla said that more communication and education needs to be done regarding bringing signs in during non-business hours and said that potential ticketing could be done after warnings. Mr. Certa discussed light-up signage, stating that the CVE sign contains images which appear to not be allowed by the current regulations. Ms. Mahoney said that this will be reviewed by staff. Mr. Miller suggested that rear-facing or non-streetside businesses be allowed signage, not to exceed one per complex. Ms. Thibeault said that, after an hour of discussion, no decision was made. She suggested leaving the LDC as previously warned, and to continue the discussion and allow staff to do more research. All agreed.

### **c. Discussion on the Comprehensive Plan topics of focus**

Mr. Yuen shared a list of topics that need to be included in the Comprehensive Plan and said that the existing plan will expire in August of 2027. He would like to apply for a municipal planning grant to do additional public engagement. The Comprehensive Plan should align with the 2024 Community Vision and Strategic Action Plan. He suggested that the following be areas of focus in the Comprehensive Plan: housing, future land use map, energy planning, economic development and transportation connectivity. Mr. Yuen said each community in Vermont will receive municipal housing targets. He detailed the number of units permitted, built, and lost per year in Essex Junction. He asked the City Council if there are any other topics that the PC should incorporate into this document.

Ms. Mahoney said that the plan needs to be updated as the current plan was written prior to separation with the Town of Essex. Ms. Clemens suggested that the building story limit be decided upon with this plan. Mr. Chawla said that creative development could be implemented utilizing buffers and said that the results of the Connect the Junction project should help to determine this. Mr. McCormick described his

work on climate resiliency and said that the state may be preparing a framework for incorporating climate adaptation into municipal planning. Ms. Clemens described the Comprehensive Plan as a vision for the community and said that it is important to begin to engage volunteers now to develop it. Ms. Haney said that human services has not been included in the plan, and said that this is a key part of what makes the community livable. Mr. Chawla discussed the connection between community services and affordable housing. Mr. McCormick suggested developing a timeline for this project. Ms. Mahoney said that the project should take around two years from start to finish. Mr. Chawla suggested getting a subgroup together quarterly to check in. He also said that renewable energy is something that he would like to include in this plan.

Mr. Yuen said the Community Development Department is interested in applying for the Downtown Transportation Fund grant of \$200,000 for the Essex Junction Multimodal Train and Bus Station. This is a non-federal grant and thus could be put towards Essex Junction's \$750,000 local share for the previously awarded Federal Consolidated Rail Infrastructure and Safety Improvements Program grant. Ms. Mahoney discussed the lack of clarity regarding federal funding but said that the only way that Essex Junction has a chance to use the money is to keep moving forward.

**ELANA JUODISIUS made a motion, seconded by SCOTT MCCORMICK that the Planning Commission recommend applying for the Downtown Transportation Fund grant for the Essex Junction Multimodal Train and Bus Station Improvements Project. Motion passed 5-0.**

**TIM MILLER made a motion, seconded by ELAINE HANEY, that that the City Council adopt the "Municipal Resolution for Downtown Transportation Fund" as presented. Motion passed 5-0.**

#### **6. MEMBERS UPDATES**

Mr. McCormick said that he is a member of the Essex Rotary, and that they have around \$4,000 to spend on environmental projects. He would like to see if any of the municipalities that the Essex Rotary represents would like to use some of these funds to assist with community education. Mr. Massey discussed the Animating Infrastructure grant and said that he will be attending an applicant meeting next week. He's looking for ideas for public art installations.

#### **7. STAFF UPDATES**

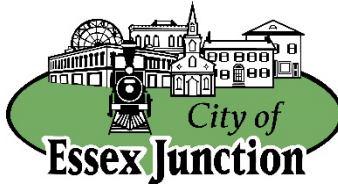
None.

#### **8. ADJOURN**

**RAJ CHAWLA made a motion, seconded by ELAINE HANEY, to adjourn. Motion passed 5-0 at 8:36 PM.**

**SCOTT MCCORMICK made a motion, seconded by ELIJAH MASSEY, to adjourn the meeting. Motion passed 5-0 at 8:36 PM.**

Respectfully submitted,  
Darby Mayville



## Memo

To: Essex Junction City Council  
From: Chelsea Mandigo, Water Quality Superintendent  
Meeting Date: March 12, 2025  
Agenda Item: 2025 PACIF Grant Application

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**Issue:** Whether to approve the 2025 PACIF Grant Application for the Water Resource Recovery Department.

**Discussion:** Every year, the Vermont League of Cities and Towns (VLCT) offers a safety grant to its PACIF members, including the City. This grant can be used for the purchase of equipment to make facility improvements that significantly reduce the potential for future workers' compensation, property, auto, or liability insurance claims.

The City rotates which department can utilize the available funds each year, and this year, it's the turn of the Water Resource Recovery Department. Recently, staff conducted a safety walkthrough of the facility and pump stations with a VLCT loss control consultant. During this process, it was identified that we could enhance our confined space entry procedures for pump stations and process tanks by adding specific pieces of equipment.

These enhancements include more atmospheric monitoring devices, a second fall protection/lifeline system and body harness for tripod entries into confined spaces. Adding this equipment to our inventory would provide us with two complete confined space entry systems, which is crucial when multiple individuals need to enter a space simultaneously. Furthermore, having additional atmospheric monitoring devices, including one attached to the person entering the confined space, would significantly improve the overall safety of the operation.

It is important to emphasize that we were not conducting confined space entries unsafely; rather, these recommendations from VLCT are intended to make our operations even safer, and there is great value in implementing them.

**Cost:** The total cost of the enhanced safety equipment for confined space entry is \$10,096.18. This grant operates as a reimbursement grant, covering up to 50% of the total equipment cost. The maximum grant amount available is determined by your annual contributions to PACIF. The City falls into the second-to-last contribution category, which allows for a maximum reimbursement of \$5,000 of up to \$10,000 worth of safety items. The matching funds for the grant and the overage will come from the Wastewater Enterprise Fund Budget.

**Recommendation:** It is recommended that the Council approve the application for the 2025 PACIF Grant and authorize the City manager to sign the application.

**Recommended Motions:** "I move that the City Council approve the City of Essex Junction application for the 2025 PACIF Grant and authorize the City Manager to sign the application."

**Attachments:** 2025 PACIF Grant Application

<h2 style="text-align: center; margin: 0;">2025 PACIF Grant Application</h2> <p style="text-align: center; margin: 0;"><i>A program exclusively for VLCT PACIF Members</i></p>	<p style="text-align: center; margin: 0;"><b>VLCT USE ONLY</b></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Date Received _____</p> <p>500 _____ Org ID _____</p> <p>\$ _____ Max Award _____</p> </div> <div style="width: 45%;"> <p>Open Recs _____</p> <p>Open High Recs _____</p> <p>Prior Year Status _____</p> <p>_____ % Award _____</p> </div> </div>				
PACIF Member Name (Municipality): <b>City of Essex Junction</b>					
Applicant Name & Title: <b>Chelsea Mandigo, Water Quality Superintendent</b>					
Primary Phone: <b>808-878-6943 X1705</b>					
Applicant Email Address: <b>cmandigo@essexjunction.org</b>					
Department(s) equipment is intended for: <b>Wastewater</b>					
<b>If you have not read all the rules and guidelines, please do so now. Click <a href="#">here</a> to access this document.</b>					
1. Specify each of the items requested and the cost for each item or groups of like items. Additional items should be listed separately on the Equipment Itemization Worksheet. Click <a href="#">here</a> to access the worksheet. Be sure to include the cost of installation and/or shipping charges. <b>Vendor quote(s) and supporting documentation must accompany this application.</b>					
<b>Item Description</b>	<b>Quantity</b>	<b>Quoted Cost per Item</b>	<b>Quoted Shipping Cost</b>	<b>Are vendor quotes attached?</b>	<b>Quoted Total Cost</b>
<b>Altair 4 X Bundle Calibration Stand</b>	<b>1</b>	<b>\$ 4,199.99</b>	<b>NA</b>	<b>X <input type="checkbox"/></b>	<b>\$ 4,199.99</b>
<b>MS4 Calibration Gas 34L</b>	<b>1</b>	<b>\$ 386.49</b>	<b>NA</b>	<b>X <input type="checkbox"/></b>	<b>\$ 386.49</b>
<b>Altair 4XR Charcoal Case Multi Gas Detector</b>	<b>4</b>	<b>\$ 863</b>	<b>NA</b>	<b>X <input type="checkbox"/></b>	<b>\$ 3,452</b>
<b>Altair Sample Pump Probe with Charger</b>	<b>1</b>	<b>\$ 548.44</b>	<b>NA</b>	<b>X <input type="checkbox"/></b>	<b>\$ 548.44</b>
<b>25 Ft Polyurethane Sample Tubing</b>	<b>1</b>	<b>\$ 123.69</b>	<b>NA</b>	<b>X <input type="checkbox"/></b>	<b>\$ 123.69</b>
2. Combine the <b>quoted total cost</b> of all items above and those listed on the itemization worksheet (if used).			<b>Subtotal</b>		<b>\$ 10,096.18</b>
3. Enter the amount of any external (non-VLCT PACIF) grant funds you have requested or received for the items listed above. Enter "0" if none. (e.g. funding for body armor through the USDOJ, etc.)			<b>External Grant Total</b>		<b>\$ 0</b>
4. Subtract line 3 ( <b>External Grant Total</b> ) from line 2 ( <b>Subtotal</b> ).			<b>Net Total Cost</b>		<b>\$ 10,096.18</b>
5. Why is this equipment needed and how will it reduce the potential for PACIF claims? Attach additional pages if necessary. <p style="margin: 5px 0 0 20px;"> <b>The equipment being requested is intended to enhance safety during confined space entry at our remote pump stations and process tanks at the wastewater treatment facility. Currently, the facility has only one multi-gas detector. By moving to a system with four units, we will have the flexibility to monitor the atmosphere continuously with one unit while providing individual units for each person entering a confined space. A second self-retracting lifeline is requested as we have two tripods but only one lifeline for confined space entry. Our goal is to establish two complete confined space entry systems. Note: We do not pay shipping when ordering through Fastenal due to the local warehouse allowing pick-up.</b> </p>					
Applicant Signature:			Date:		
Senior Municipal Official Signature:			Date:		

Senior Municipal Official Printed Name:	Senior Municipal Official Title: <b>City Manager</b>
<b>Please use the Application Checklist on page 8 of the Rules &amp; Guidelines before sending this application.</b>	
<b>Submit application, vendor quotes, supporting documentation, and questions to VLCT, Attn: Lia Gerrish.</b> Email to <a href="mailto:lgerrish@vlct.org">lgerrish@vlct.org</a> ; or mail to VLCT, 89 Main Street, Suite 4, Montpelier, VT 05602	

# 2025 PACIF Grant Application

## Equipment Itemization Worksheet

PACIF Member (Municipality Name):					
City of Essex Junction					
1. (Continued) Outline additional equipment requests and pricing in the spaces below. Use multiple sheets if necessary.					
Item Description	Quantity	Quoted Cost per Item	Quoted Shipping Cost	Are Vendor Quotes Attached?	Total Quoted Cost
30 ft Galvanized Steel Halo Cable Steel Snap Hook Self-Retracting Lifeline	1	\$ 913.62	\$	X <input type="checkbox"/>	\$ 913.62
MSA V-FIT Full Body Harness with 1 Back D-Ring Standard	1	\$ 471.95	\$	X <input type="checkbox"/>	\$ 471.95
		\$	\$	<input type="checkbox"/>	\$
		\$	\$	<input type="checkbox"/>	\$
		\$	\$	<input type="checkbox"/>	\$
		\$	\$	<input type="checkbox"/>	\$
		\$	\$	<input type="checkbox"/>	\$
		\$	\$	<input type="checkbox"/>	\$
		\$	\$	<input type="checkbox"/>	\$
			<b>Total Quoted Cost</b> Add this amount to the Subtotal on the main application		<b>\$ 1,385.57</b>



ESSEX JUNCTION WWTF  
2 LINCOLN ST  
ESSEX JUNCTION, VT 05452 USA  
Phone: 802-878-6943  
Email: [bernie@essexjunction.org](mailto:bernie@essexjunction.org)  
Contract #: 48988/MA 758  
ATTN: Art

The store serving you is:  
Fastenal Company  
173 Leroy Dr  
Williston, VT 05495 USA  
Phone: (802)860-6661  
Fax: (802)860-6662  
Email: [VTBUR@stores.fastenal.com](mailto:VTBUR@stores.fastenal.com)

This Quote and Document are subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com)

Account #: SBVT1927  
Quote #: 220047

PO #:  
Job #:

Due Date: 02/28/2025  
Expiration Date: 03/17/2025

<u>Part #</u>	<u>Customer Part #</u>	<u>Description</u>	<u>Quantity</u>	<u>Price/EA</u>	<u>Extended Price</u>
		Altair 4X Bundle / Includes: Calibration Stand 4 Bay Charging Stand & Calibration Gas Stand Altair 4X Bundle / Includes: Calibration Stand 4 Bay Charging Stand & Calibration Gas Stand	1	\$4,199.9900	\$4,199.99
1023295		10048280 CalibrtnGas MSA Calibration Gas 34L Aluminum Cylinder - CH4: 1.45%, O2: 15%, CO: 60 ppm, H2S: 20 ppm	1	\$386.4900	\$386.49
1324832		4XR Mltgs CC Kit ALTAIR[REG] 4XR (LEL/O2/H2S/Co) Charcoal Case Multi Gas Detector	4	\$863.0000	\$3,452.00
99859062		ALTAIR Pump Probe ALTAIR[REG] Sample Pump Probe w/ Charger	1	\$548.4400	\$548.44
99859064		25'PolySamplingLine 25' Polyurethane Sample Tubing	1	\$123.6900	\$123.69
				<b>TOTAL (USD):</b>	<b>\$8,710.61</b>

Thank you!



\*Shipping & Handling charges are subject to change.



# ALTAIR® 4XR Multigas Detector

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WE KNOW WHAT'S AT STAKE.

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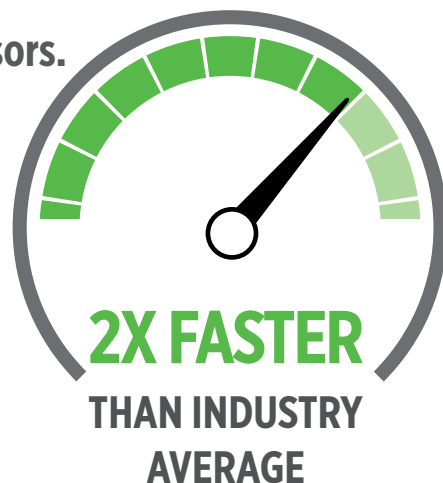


## BE SAFER

With rapid-response sensors.

- LEL
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- O<sub>2</sub>
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**XCell**  
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## FLEET MANAGER COMPATIBLE

### INFORMATION ACCESS

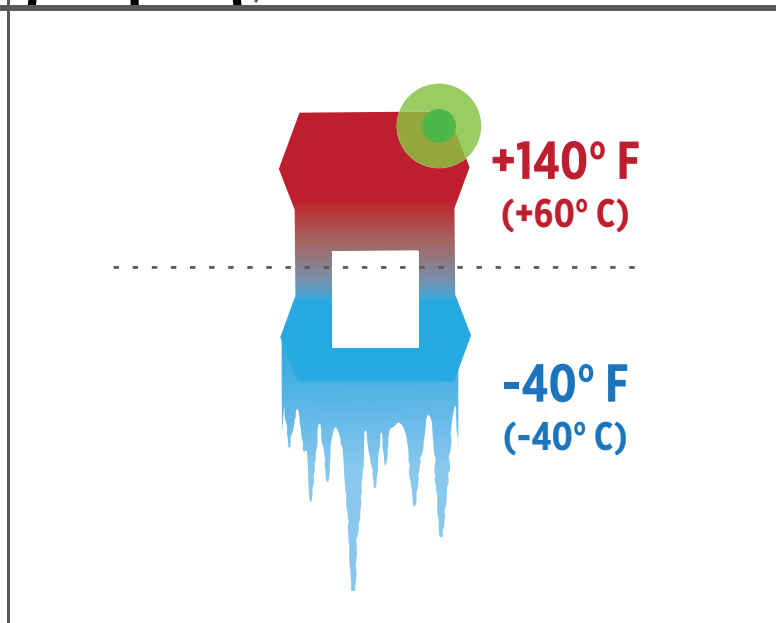
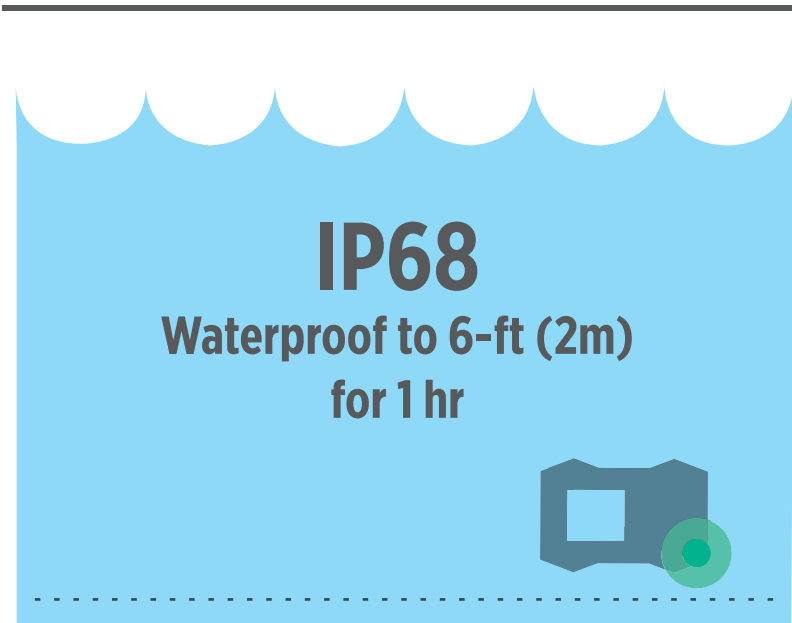
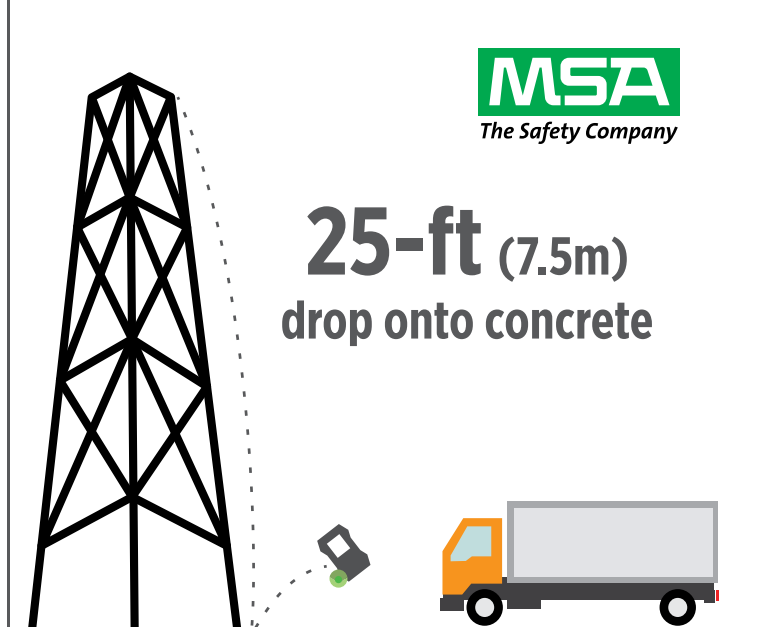
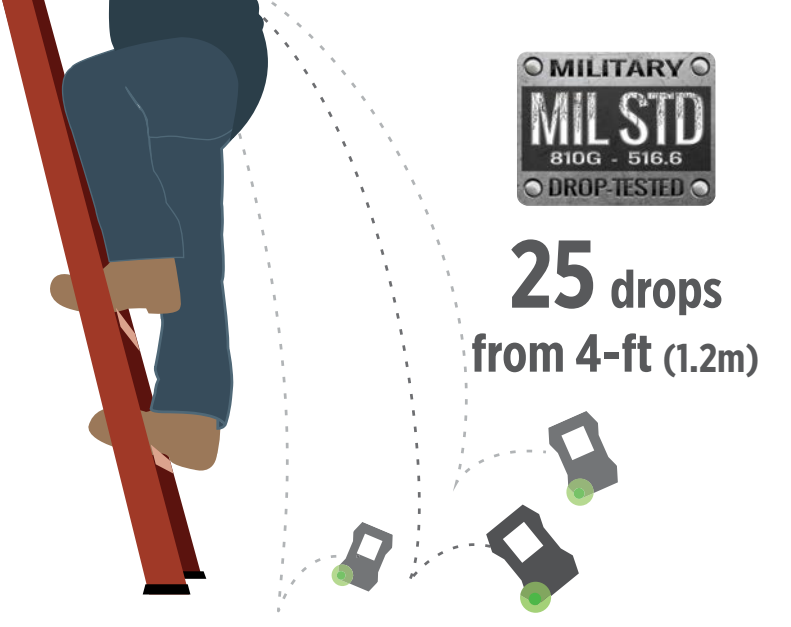
- Receive a daily e-mail notification about your fleet's status. Quickly discern what needs your attention and take action.
- Access your fleet information easily – at anytime and from anywhere.
- Find, download and share reports as you need them—calibrations, detector records or alarms.



### FLEET COMPLIANCE

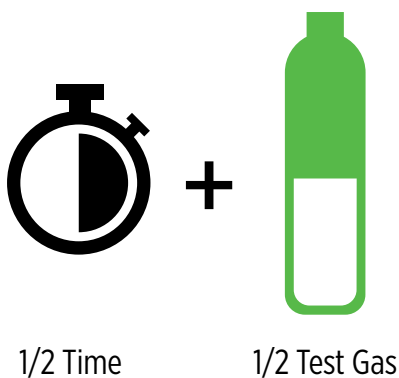
- Ensure your gas detectors are ready for work (bump tested, calibrated and with sensors functioning properly). Reduce downtime.
- Proactively decommission any equipment that requires maintenance.
- Understand which equipment are in use (by whom) and which ones are available.



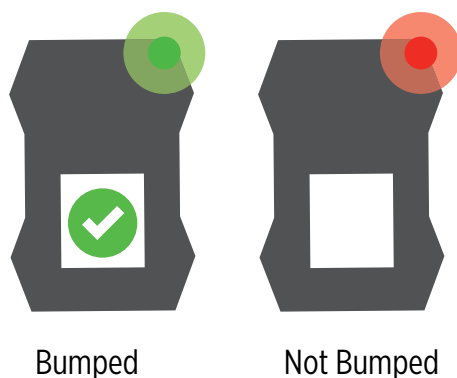


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### GUARANTEED PERFORMANCE





## Specifications and Order Information

Specification	Description		
GAS TYPES	Gas	Range	Resolution
	LEL	0-100%	1%
	O <sub>2</sub>	0-30%	0.1%
	CO	0-1999 ppm	1 ppm
	H <sub>2</sub> S	0-200 ppm	1 ppm
	H <sub>2</sub> S-LC	0-100 ppm	0.1 ppm
	SO <sub>2</sub>	0-20 ppm	0.1 ppm
	NO <sub>2</sub>	0-50 ppm	0.1 ppm
WARRANTY	4 years (+ optional 1-year extension)		
DURABILITY	25 ft. (7.5 m) drop protection MIL-STD-810G drop protection Certified IP68 rating		
TEMPERATURE RANGE	-40°F to +140°F -40°C to +60°C		
RELATIVE HUMIDITY	5% - 95% intermittent 15% - 90% non-condensing		
POWER	Rechargeable Li-polymer battery 24-hour run-time < 4 hour charge time		
PHYSICAL	4.4 " x 3.0" x 1.4" 11 cm x 7.6 cm x 3.5 cm 8 oz (228 g)		
DATALOGGING	> 50 hours (adjustable) > 500 event logs		

ALTAIR 4XR Gas Detector			
Configuration	Case Color	USA/CAN	ATEX
LEL, O <sub>2</sub> , CO, H <sub>2</sub> S	Charcoal	10178557	10178573
LEL, O <sub>2</sub> , CO, H <sub>2</sub> S	Phosphorescent	10178558	10178569

Need something different? Contact MSA for options.

Kits with ALTAIR (LEL, O <sub>2</sub> , CO, H <sub>2</sub> S & Charcoal Case)	
34 liter gas cylinder (1.45% CH <sub>4</sub> , 15% O <sub>2</sub> , 60 ppm CO, 20 ppm H <sub>2</sub> S) Regulator (0.25 l/min)	10178356
ALTAIR Pump Probe 34-liter gas cylinder (1.45% CH <sub>4</sub> , 15% O <sub>2</sub> , 60 ppm CO, 20 ppm H <sub>2</sub> S) Regulator (0.25 l/min)	10178357

MSA GALAXY® GX2 Automated 4XR Test Stands for 1 Gas Cylinder				
Integrated 4XR Charger	N. America	Europe	UK	Australia
Yes	10128630	10128639	10128659	10128669
No	10128642	10128651	10128661	10128671

Need to accommodate multiple cylinders? Contact MSA for options.

Calibration Gas		XCell Sensor Replacement Kits	
1.45% CH <sub>4</sub> , 15% O <sub>2</sub> , 60 ppm CO, 20 ppm H <sub>2</sub> S		EX Combustible	10106722
34-liter cylinder	10048280	O <sub>2</sub>	10106729
58-liter cylinder	10045035	CO/H <sub>2</sub> S	10106725
ALTAIR Pump Probe with charger		CO/H <sub>2</sub> S-LC	10121213
		CO-H <sub>2</sub> /H <sub>2</sub> S	10121214
		SO <sub>2</sub> /H <sub>2</sub> S-LC	10121215
		CO/NO <sub>2</sub>	10121217
For USA/Canada	10152669		
For ATEX/IEC	10052668		

Don't need a charger? Contact MSA for options.

## Certifications

### North America

#### USA

Class I, Division 1, Groups A, B, C & D Class II  
Division I, Groups E, F, & G Class III, Division I  
Ambient temperature: -40°C to +60°C; T4

#### Canada CSA

CAN/CSA C22.2 No. 152 Combustible Gas Detection  
Instruments C22.2 No. 152  
Performance Ambient Temperature:  
-20°C to +54°C; T4  
C22.2 No. 157 Intrinsic Safety Ambient Temperature:  
-40°C to +54°C; T4

### Europe

Directive 2014/34/EU (ATEX): II 1G Ex ia da IIC T4 Ga,  
-40°C to +60°C, IP68  
CE 0080  
Directive 2014/30/EU (EMC): EN50270 Type 2,  
EN61000-6-3

### IEC

IECEX  
Ex ia da IIC T4 Ga, -40°C to +60°C, IP68

Note: This Bulletin contains only a general description of the products shown. While product uses and performance capabilities are generally described, the products shall not, under any circumstances, be used by untrained or unqualified individuals. The products shall not be used until the product instructions/user manual, which contains detailed information concerning the proper use and care of the products, including any warnings or cautions, have been thoroughly read and understood. Specifications are subject to change without prior notice. MSA is a registered trademark of MSA Technology, LLC in the US, Europe, and other Countries. For all other trademarks visit <https://us.msasafety.com/Trademarks>.

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Compliance

No Records Found

30' Galvanized Steel Halo Cable Steel Snap Hook Self-Retracting Lifeline

Fastenal Part No. (SKU)	91182026
Manufacturer Part No.	10925
UNSPSC	46182305
Manufacturer	GUARDIAN FALL

 This is an Expanded Catalog Item 

Product Attributes	
Lifeline Length	30 ft
Lifeline Material	Galvanized Steel
Lifeline Hook Type	Snap Hook
Work Load Limit	310 lb
Type	Leading Edge Self-Retracting Lifeline
Housing Material	Metal
Mount Connection Type	Swivel Eye with Carabiner
Lifeline Hook Material	Steel
Specification	ANSI A10.32-12, ANSI Z359.14-14, OSHA 1926 Subpart M, OSHA 1910
Number of Legs	1
Color	Black

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Online Price: \$913.6200 / each

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This item ships from the manufacturer within 14 days

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# MSA V-FIT™ Full-Body Harness w/ 1 Back D-Ring, Standard

Item 332251  
number

Brand Name	MSA
Catalog Page	1294
Net weight	4
Condition	New

**\$471.<sup>95</sup>** price per each  
excl. tax

In Stock

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1

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Add to cart >

Add to Order Template

♥ Add to wish list

Need Help? Call 800-548-1234

## Product Details

- Athletic fit
- Breathable foam and mesh straps

The V-FIT full-body safety harness lets you focus on your job, not your harness. It features a patent-pending RaceFLEX™ buckle, which eliminates bulky chest straps for a close, comfortable fit. The V-FIT harness has an athletic cut that contours to the body,

improving upper torso movement on the job. Soft shoulder padding helps relieve pressure points and chafing for all-day comfort.

Harness has one back D-ring for fall protection. Meets all applicable ANSI standards and OSHA regulations.

Tech Specs:

Size: Standard

Fall protection: 1 Back D-Ring

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## Memo

**To:** City Council  
**From:** Brad Luck, Recreation & Parks Director  
**Meeting Date:** March 12, 2025  
**Agenda Item:** Land & Water Conservation Fund (LWCF) Grant Application

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EJRP has created a redevelopment plan for Cascade Park. Here is a summary:

Cascade Park is a 10-acre, municipally owned and operated public park in Essex Junction. The park was twice a recipient of LWCF funding in the 70's and is currently in need of a major redevelopment. The underlay of the courts is in disrepair and the courts need to be dug up and replaced. This project will relocate the courts and will include nine pickleball, two tennis, and one basketball. Electrical service and lighting will be added and it will be the only facility in the City with lighted courts. The existing courts will be removed and become a multi-purpose field. The aging play structures will be replaced with a play structure, six-bay swingset, and a spinner. A small gravel parking area will be added with new stairs to access them. A facility with four individual stall bathrooms will be added as there are currently just port-o-potties for a busy park. The bathrooms will be maintained by staff.

Attached is a visual of the current layout and the future plans. The courts are being moved primarily because the trees between the current baseball field and the courts and the tree line in the back of the basketball court all leave a lot of debris on the courts which only further worsens their condition. The move also puts the courts closer to the parking lot.

EJRP has identified funds in our capital plan to address this project. However, it will be a long-term project as the total cost is currently estimated at \$850K.

EJRP recently submitted a pre-application for an LWCF grant to support this project. The Land & Water Conservation Fund supports the development of public outdoor recreation opportunities across Vermont, with a focus on creating parks and open spaces, enhancing recreation areas and facilities, and protecting wilderness areas and forests.

The grant is a 50% matching grant. The budget in our preapplication was for \$848,527.25, of which the grant could fund up to \$424,263.63. EJRP's match will come from in-kind support, capital plan funding, and Program Fund fund balance. We have \$320K allocated in our Capital Plan over the next eight years for this (\$40K per year), which will cover the bulk of the expense. For the remaining \$105K of our share, \$25K is in-kind work we will do ourselves or with public works. The remaining \$80K would be from the Program Fund, assuming we do not increase the contribution from Capital. The final budget in our complete application is currently being updated to reflect the most accurate anticipated expenses. We anticipate that it will be around this level, but may be higher or lower based on the information that we receive.

The City Technical Review Committee has met, reviewed, and provided feedback to EJRP about this project.

Since this is a matching grant, we are seeking permission to apply for the LWCF grant to support the Cascade Redevelopment Project. The grant is due on March 15, 2025. We would learn later this spring if we are selected. The project could commence in June 2026.

Additionally, up to three letters of support can be provided with the grant application. We are seeking a letter from City Council as this redevelopment project has been discussed over the past few years and this project aligns with the City's Strategic Action Plan as it relates to public services and facilities.

**RECOMMENDED MOTION:**

We approve for EJP to submit an application for an LWCF 50% matching grant to support the Cascade Redevelopment Project and approve the letter of support from City Council, which can be signed by the President of the Council.



February 26, 2025

Dear LWCF Grant Evaluators:

The Essex Junction City Council whole-heartedly supports the application for LWCF funding support for the Cascade Park Redevelopment Project by Essex Junction Recreation & Parks (EJRP). We are proud of our 10-acre municipal park but also appreciate that the life cycle of the courts has come to an end, and it is time to reinvest in our play structures and add functions to better support park users with bathrooms, lighting, and improved parking access.

We have been fortunate to receive LWCF funding for this park in the past and are committed to it continuing to serve as a public outdoor recreation space in perpetuity. In FY20, our community was an early adopter to support the emerging sport of pickleball. We converted two tennis courts into six pickleball courts and, as one of the newest and few facilities in the region, created a bustling of activity. Unfortunately, the underlay of our courts is just too old to continue to fill cracks or add layers of asphalt on top and they have deteriorated to the point that they need to be dug up and replaced. We are excited about rejuvenating this location and reimagining the layout of facilities within the park to best serve the public. We have heard from the public via emails and in public meetings about their concerns with the current conditions of the courts, with enthusiastic requests to improve them.

Our community recently engaged in the development of a Community Vision and Strategic Action Plan. It was completed in July 2024 after extensive community engagement that was designed to provide open, inclusive, and transparent opportunities for public input. One of our six pillars is Public Services and Facilities. Residents consistently highlighted recreation and lifestyle amenities as key priorities for our City, including amenities at public parks. Community members indicated a preference for a creative investment approach for public facilities, and this 50/50 matching grant opportunity aligns well with how our residents advised us. The topic of the City creating community wellness opportunities repeatedly came up, including amenities that support healthy lifestyles, build community connections, and allow people to engage in their community life together. This Cascade Redevelopment Project aligns well with all of those through pickleball courts, tennis courts, a basketball court, multi-purpose green space, a replacement play structure, court and path lighting, and a new small parking area.

We appreciate this opportunity to apply for LWCF funding to support the Cascade Redevelopment Project to enhance outdoor recreational opportunities for our residents and the region. We hope you will see the value in this and support our application.

Sincerely,

Raj Chawla, President  
On Behalf of the City Council of Essex Junction

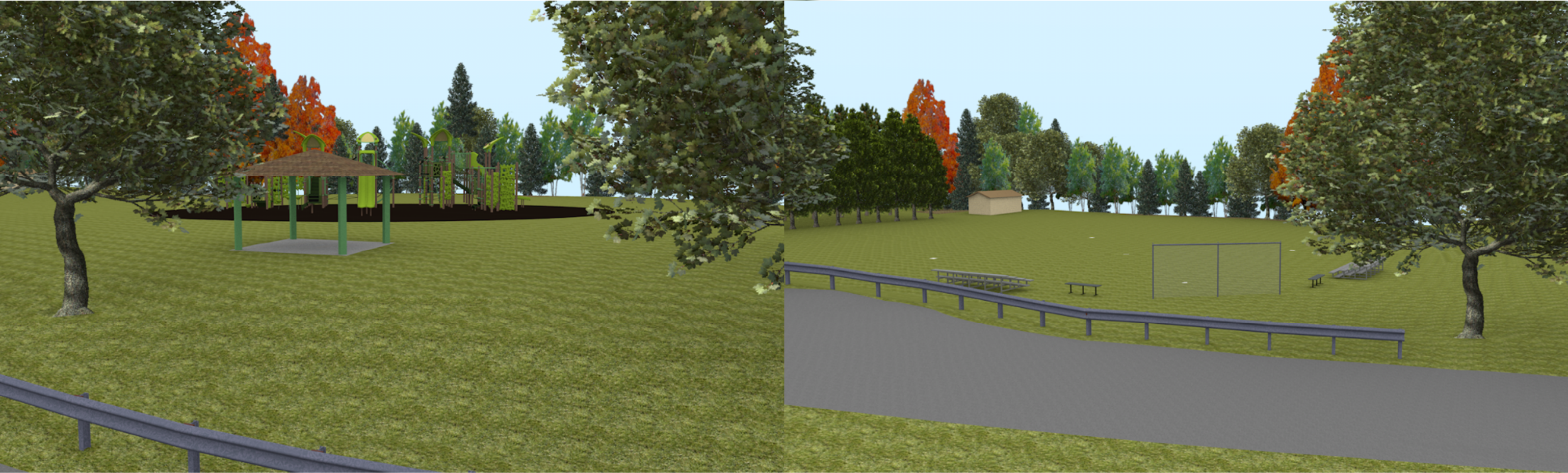
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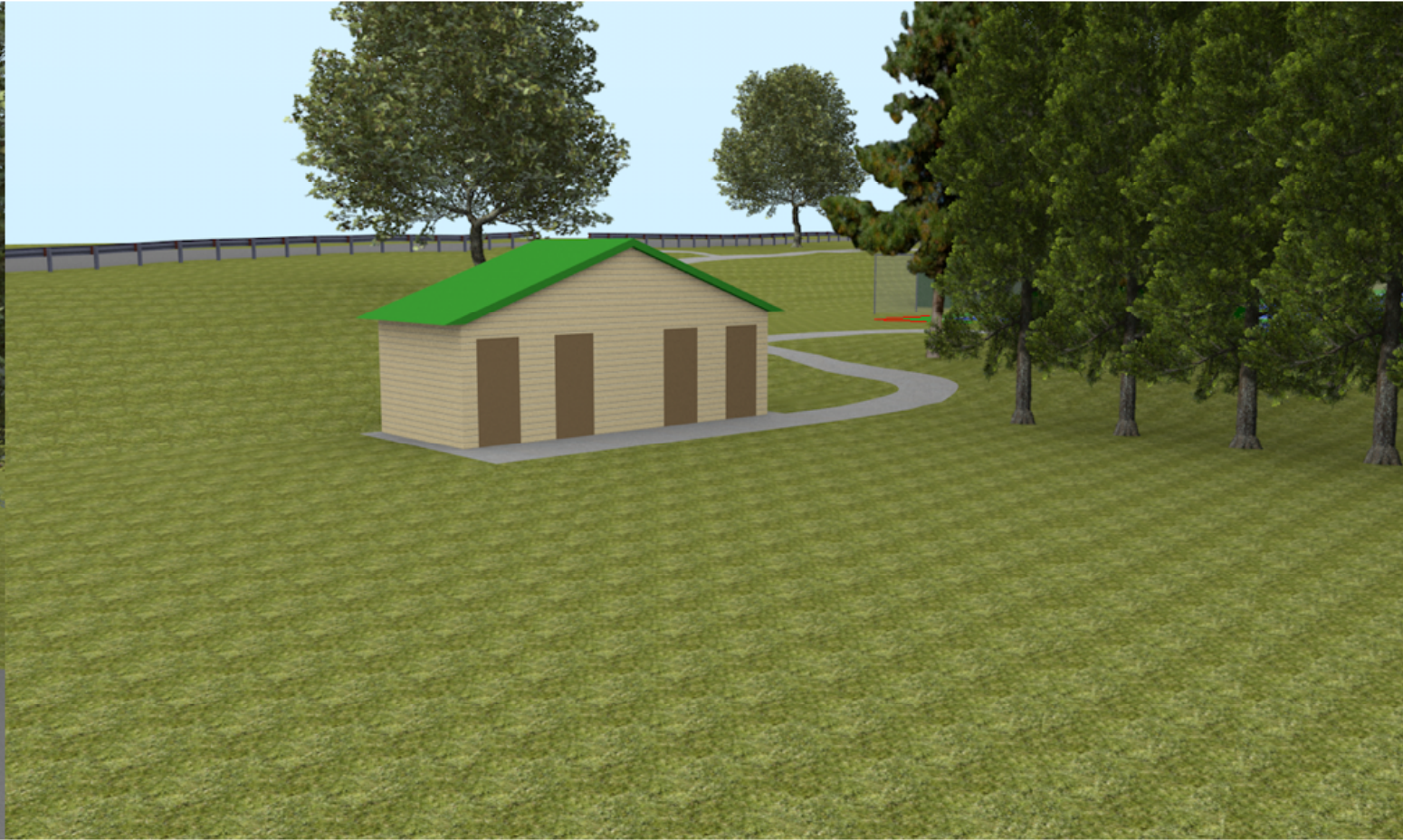
01 Existing Park Layout  
Scale: 1"= 1:720



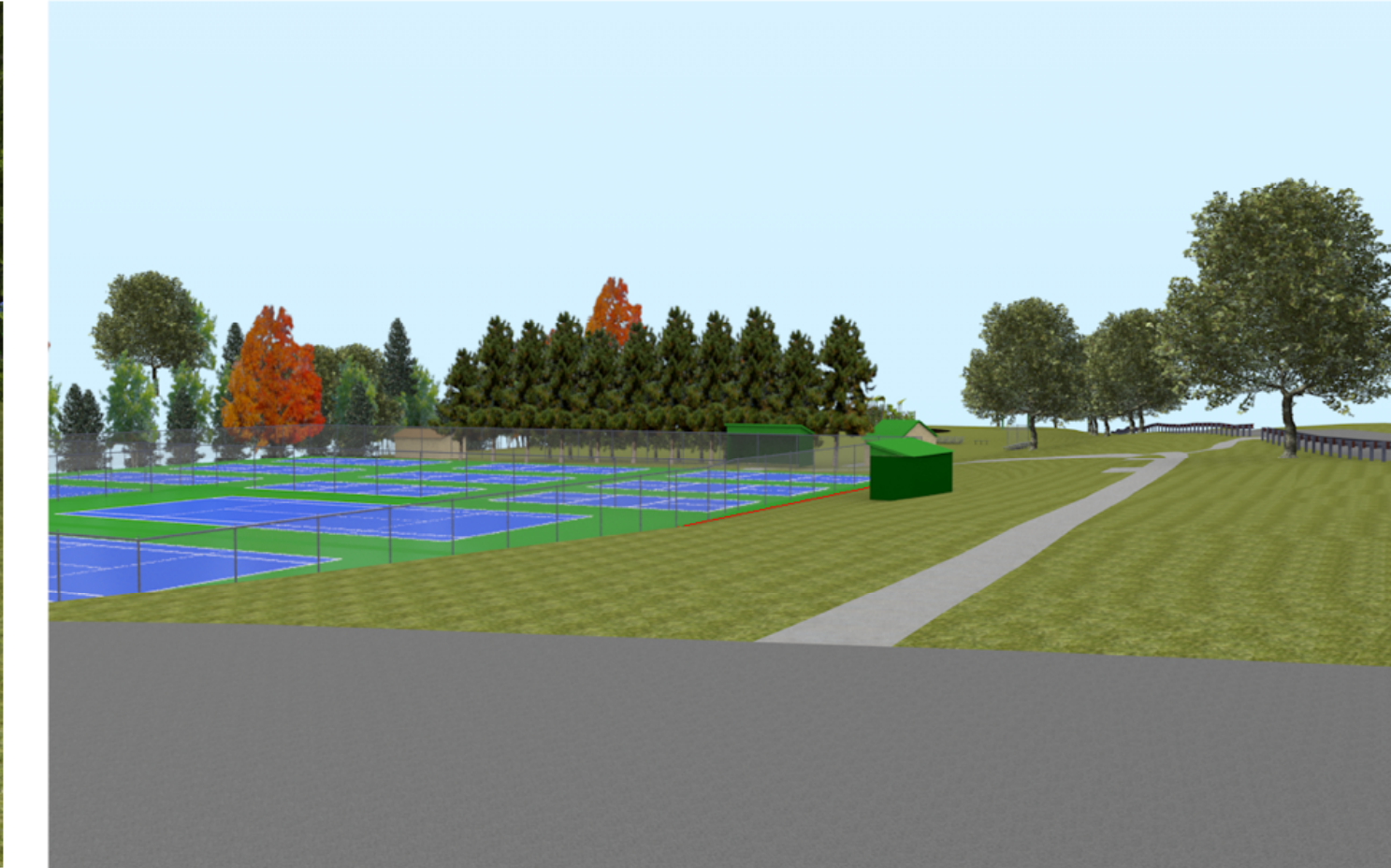
02 Proposed Park Renovations  
Scale: 1" = 30'-0"



03 Playground Area  
Scale: 1" = 40'-0"



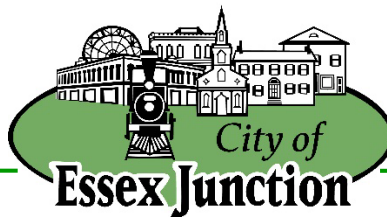
04 New Multi-Purpose Field  
Scale: 1" = 40'-0"



06 New Athletic Courts  
Scale: 1" = 40'-0"

05 New Restrooms  
Scale: 1" = 40'-0"

Designed By: David	
Drawn By:	
Checked By:	
Date: 12/6/24	Revision:
North Arrow	
GINKGO DESIGN, LLC PO BOX 358 UNDERHILL, VT 05489	
<b>GINKGO DESIGN</b> Smart Landscape Solutions	
	
Project Title: EJRP Cascade Park Cascade Street Essex Jct., VT 05452	Sheet Title: Conceptual Design
Sheet Scale	
Sheet No. L-01 of 1	



## MEMORANDUM

**To:** City Council  
**From:** Regina Mahony, City Manager  
**Meeting Date:** March 12, 2025  
**Subject:** Re-Adopt the 2019 Town Road and Bridge Standards

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**Issue:** Every year VTrans has a number of annual things that municipalities need to submit and report on; this includes certification that we are meeting the 2019 State Town Road and Bridge Standards.

**Discussion:** Meeting the 2019 Town Road and Bridge standards is critical to ensuring that we receive the best match scenario for FEMA funding in case of an emergency.

The Village first adopted these 2019 standards on August 13, 2019. If you'd like more background information see pdf pg #'s 4 – 17 in this packet:

[https://www.essexjunction.org/fileadmin/files/Board\\_of\\_Trustees/2019\\_Packets/Packet\\_20190813.pdf?a9b8d472e07f0426263f150ed3bc2b8daecb57fc](https://www.essexjunction.org/fileadmin/files/Board_of_Trustees/2019_Packets/Packet_20190813.pdf?a9b8d472e07f0426263f150ed3bc2b8daecb57fc)

VTrans has suggested that municipalities re-affirm the adoption of these standards via the attached form, so that FEMA can quickly and easily see that the standards are being met. Since this was last adopted in 2019, Jeff Kershner reviewed our current Land Development Code regulations against the 2019 Town Road and Bridge Standards. While we will likely do some follow-up in the Land Development Code to make the connections between the two documents more explicit, we do comply with the standards now. We've completed the certification form for the Council's approval accordingly.

**Cost:** None

**Recommendation:**

It is recommended that the Council re-adopt and sign the 2019 Town Road and Bridge Standards as described in the attached form.

**Recommended Motion:**

I move that the City Council re-adopt and sign the 2019 Town Road and Bridge Standards as described in the attached form.

**Attachments:**

Town Road and Bridge Standards

**TOWN ROAD AND BRIDGE STANDARDS**

(June 5, 2019)

**MUNICIPALITY OF \_\_\_\_\_, VERMONT**

The Legislative Body of the Municipality of \_\_\_\_\_ hereby adopts the following Town Road and Bridge Standards which shall apply to the construction, repair, and maintenance of town roads and bridges.

The standards below are considered minimums. Municipalities that have construction standards / specifications in place that meet or exceed the minimum standards: indicate adoption date and include as Appendix C. **Date of Adoption:** \_\_\_\_\_

Municipalities must comply with all applicable state and federal approvals, permits and duly adopted standards when undertaking road and bridge activities and projects.

Any new road regulated by and/or to be conveyed to the municipality shall be constructed according to the minimum of these standards.

Circle **YES** or **NO** below to indicate town adoption of that section of the Standards

Road and Bridge Standards Sections	Hydrologically-connected road segments*	Non-hydrologically-connected road segments**
Section 1 – Municipal Road Standards	<input checked="" type="checkbox"/> YES (Required by Act 64)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Section 2 – Class 4 Road Standards	<input checked="" type="checkbox"/> YES (Required by Act 64)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO N/A
<b>Town wide</b>		
Section 3 - Perennial stream- bridge and culvert standards	<input checked="" type="checkbox"/> YES (Required by DEC Stream Alteration Standard)	
Section 4 – Intermittent stream crossings	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Section 5 - Roadway construction standards	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Section 6 - Guardrail standard	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Section 7 - Driveway access standard	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

**Road segments** – ANR Resources Atlas includes a map layer of all of Vermont's municipal roads divided into 100-meter (328 foot) segments, each with a unique identification number.

**\*Hydrologically-connected road segments** - are those municipal road segments and catch basin outlets, Class 1-4, as shown on the ANR Natural Resources Hydrologically-connected municipal road segment layer (<http://anrmaps.vermont.gov/websites/anra5/>) or the Road Erosion Inventory Scoring (MRGP Implementation Table portal) layer (<https://anrweb.vt.gov/DEC/IWIS/MRGPReportViewer.aspx?ViewParms=True&Report=Portal>).

**\*\*Adoption of standards on non-hydrologically-connected road segments** does not indicate that these road segments are then subject to the Municipal Roads General Permit (MRGP).

Municipalities may also find additional resources in the latest version of the *Vermont Better Roads Manual*.  
<https://vtrans.vermont.gov/sites/aot/files/highway/documents/Irf/Better%20Roads%20Manual%20Final%202019.pdf>

**Road and Bridge Standards Sections****Section 1 – Municipal Road Standards** - See Appendix A

These standards are required by Act 64 and the DEC Municipal Roads General Permit (MRGP) for hydrologically-connected roads only.

Municipalities may adopt Section 1 Road standards by road type for non-hydrologically-connected roads/segments/catch basins.

**Section 2 – Class 4 Road Standards** - See Appendix A

**Section 3 - Perennial stream - bridge and culvert standards**

Bridge and culvert work on perennial stream crossings must conform with the statewide DEC Stream Alteration Standard.

**“Perennial stream”** means a watercourse or portion, segment, or reach of a watercourse, generally exceeding 0.25 square miles in watershed size, in which surface flows are not frequently or consistently interrupted during normal seasonal low flow periods. Perennial streams that begin flowing subsurface during low flow periods, due to natural geologic conditions, remain defined as perennial. All other streams, or stream segments of significant length, shall be termed intermittent. A perennial stream shall not include the standing waters in wetlands, lakes, and ponds.

Streambank stabilization and other in-stream work must conform with the statewide DEC Stream Alteration Standard. For

River Management Engineer Districts: [https://dec.vermont.gov/sites/dec/files/wsm/rivers/docs/RME\\_districts.pdf](https://dec.vermont.gov/sites/dec/files/wsm/rivers/docs/RME_districts.pdf)

**Section 4 – Intermittent stream crossings** – See Appendix B for sizing table and graphic. These standards are above and beyond the culvert standards in Section 1.

**“Intermittent streams”** are defined as streams with beds of bare earthen material that run during seasonal high flows but are disconnected from the annual mean groundwater level.

**Section 5 - Roadway construction standards** – Sub-base and gravel standards

All new or substantially reconstructed gravel roads shall have \_\_\_\_ inches\* thick gravel sub-base, with an additional \_\_\_\_ inches\* top course of crushed gravel. **N/A - no gravel roads**

All new or substantially reconstructed paved roads shall have \_\_\_\_ inches\* thick gravel sub-base.

\*Municipalities shall indicate their own construction criteria.

**Section 6 - Guardrail standard**

When a roadway, culvert, bridge, or retaining wall construction or reconstruction project results in hazards such as foreslopes, drop offs, or fixed obstacles within the designated clear-zone, the AASHTO Roadside Design Guide will govern the analysis of the hazard and the subsequent treatment of that hazard. For roadway situations, an approved barrier system may be steel beam guardrail with 6-foot posts and approved guardrail end treatment. If there is less than 3 feet from the rail to the hazard, then steel beam guardrail with 8-foot posts shall be used. The G-1D is an example of an approved guardrail end treatment. For bridge rails systems, VTrans bridge rail standards shall be referenced

**Section 7 - Driveway access standard**

The municipality has a process in place, formal or informal, to review all new drive accesses and development roads where they intersect town roads, as authorized under 19 V.S.A. Section 1111. Municipality may reference Vtrans Standard *A-76 Standards for Town & Development Roads* and *B-71 Standards for Residential and Commercial Drives*; the Vtrans *Access Management Program Guidelines*; and the latest version of the *Vermont Better Roads Manual* for other design standards and specifications.

Passed and adopted by the Legislative Body of the Municipality of \_\_\_\_\_, State of Vermont on \_\_\_\_\_, 20\_\_\_\_

Select board / City Council / Village Board of Trustees:

_____	_____
_____	_____
_____	

## Appendix A

### Section 1: MUNICIPAL ROAD STANDARDS

The following standards constitute the minimum required Best Management Practices (BMPs) for municipal roads. These standards shall apply to the construction, repair, and maintenance of all town roads and bridges.

It is the municipality's responsibility to maintain all practices after installation. Roads not meeting these standards must implement the BMPs listed below in order to meet the required town's standards.

#### Feasibility

Municipalities shall implement these standards to the extent feasible. In determining feasibility, municipalities may consider the following criteria: The implementation of a standard listed in of this documentation does not require the acquisition of additional state or federal permits or noncompliance with such permits, or noncompliance with any other state or federal law. The implementation of a standard does not require the condemnation of private property; impacts to significant environmental and historic resources, including historic stone walls, historic structures, historic landscapes, or vegetation within 250 feet of a lakeshore; impacts to buried utilities; and excessive hydraulic hammering of ledge.

#### Standards for All Construction and Soil Disturbing Activities

Following construction and soil disturbance on a road, all bare or unvegetated areas shall be revegetated with seed and mulch, hydroseeded, or stone lined within 5 days of disturbance of soils, or, if precipitation is forecast, sooner.

#### Standards for Gravel and Paved Roads with Ditches

##### Baseline Standards for Gravel and Paved Roads with Ditches

The following are the standards for all gravel and paved municipal roads with drainage ditches, whether or not erosion is present. These standards also apply to all new construction and significant upgrades of stormwater treatment practices.

##### A. Roadway/Travel Lane Standards

##### 1. Roadway Crown

- a. Gravel roads shall be crowned, in or out-sloped:  
Minimum: ¼ inch per foot  
Recommended: ¼ inch to ½ inch per foot or 2% - 4%
- b. Paved/ditched roads shall be crowned during new construction, redevelopment, or repaving where repaving involves removal of the existing paving.  
Minimum: 1/8 inch per foot or 1%  
Recommended: 1% - 2%

##### 2. Shoulder berms (also called Grader/Plow Berm/Windrows)

Shoulder berms shall be removed to allow precipitation to shed from the travel lane into the road drainage system. Roadway runoff shall flow in a distributed manner to the drainage ditch or filter area and there shall be no shoulder berms or evidence of a "secondary ditch". Shoulder berms may remain in place if the road crown is in-sloped or out-sloped to the opposite side of the road from berm side of road. The shoulder berm standard only applies to gravel roads with drainage ditches.

## B. Road Drainage Standards

Roadway runoff shall flow in a distributed manner to grass or a forested area by lowering road shoulders or conversely by elevating the travel lane level above the shoulder. Road shoulders shall be lower than travel lane elevation. If distributed flow is not possible, roadway runoff may enter a drainage ditch, stabilized as follows:

1. For roads with slopes between 0% and 5%: At a minimum, grass-lined ditch, no bare soil. Geotextile and erosion matting may be used instead of seed and mulch. Alternatively, ditches may be stabilized using any of the practices identified for roads with slopes 5% or greater included in subpart B.2 below.

Recommended shape: trapezoidal or parabolic cross section with mild side slopes; 2 foot horizontal per 1 foot vertical or flatter and 2-foot ditch depth.

2. For roads with slopes 5% or greater but less than 8%:
  - a. Stone-lined ditch: minimum 6 to 8-inch minus stone or the equivalent for new practice construction. Recommended 2-foot ditch depth from top of stone-lined bottom,
  - b. Grass-lined ditch with stone check dams<sup>1</sup>, or
  - c. Grass-lined ditch if installed with disconnection practices such as cross culverts and/or turnouts to reduce road stormwater runoff volume. There shall be at least two cross culverts or turnouts per segment disconnecting road stormwater out of the road drainage network into vegetated areas or spaced every 160 feet.
3. For roads with slopes of 8% or greater: Stone-lined ditch.
  - a. For slopes greater than or equal to 8% but less than 10%: minimum 6 to 8-inch minus stone or the equivalent for new construction. Recommended 2-foot ditch depth from top of stone-lined bottom.
  - b. For slopes greater than 10%: minimum 6 to 8-inch minus stone. Recommended 12-inch minus stone or the equivalent. Recommended 2-foot ditch depth from top of stone-lined bottom.
4. If appropriate, bioretention areas, level spreaders, armored shoulders, and sub-surface drainage practices may be substituted for the above road drainage standards.

## C. Drainage Outlets to Waters & Turnouts

Roadway drainage shall be disconnected from waterbodies and defined channels, since the latter can act as a stormwater conveyance, and roadway drainage shall flow in a distributed manner to a grass or forested filter area. Drainage outlets and conveyance areas shall be stabilized as follows:

1. Turn-outs – all drainage ditches shall be turned out to avoid direct outlet to surface waters.
2. There must be adequate outlet protection at the end of the turnout, based upon slope ranges below. Turnout slopes shall be measured on the bank where the practice is located and not based on the road slope.
  - a. For turnouts with slopes of 0% or greater but less than 5%: stabilize with grass at minimum. Alternatively, stabilize using the practices identified in subpart b – c below, when possible.
  - b. For turnouts with slopes 5% or greater: stabilize with stone.
  - c. For slopes greater than 5% but less than 10%: minimum 6-inch to 8-inch minus stone or the equivalent for new construction.
  - d. For slopes greater than 10%: minimum 6 to 8-inch minus stone or equivalent for new construction. Recommend 12-inch minus stone or the equivalent.

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<sup>1</sup> See check dam installation specifications.

## Drainage and Intermittent Stream Culvert Standards

The following are the required culvert standards for all gravel and paved roads with ditches where rill or gully erosion is present. These standards also apply to new construction and significant upgrades of stormwater treatment practices.

1. Municipal Culverts (Drainage and Intermittent Streams)
  1. Culvert end treatment or headwall required for areas with road slopes 5% or greater if erosion is due to absence of these structures. End treatment or headwall is required for new construction on slopes 5% or greater.
  2. Stabilize outlet such that there will be no scour erosion, if erosion is due to absence or inadequacy of outlet stabilization. Stone aprons or plunge pools required for new construction on road slopes 5% or greater.
  3. Upgrade to 18-inch culvert (minimum), if erosion is due to inadequate size or absence of structure.
  4. A French Drain (also called an Underdrain) or French Mattress (also called a Rock Sandwich) sub-surface drainage practice may be substituted for a cross culvert.
2. Driveway Culverts within the municipal ROW
  1. Culvert end treatment or headwall required for areas with road slopes of 5% or greater, if erosion is due to absence of these structures. End treatment or headwall is required for new construction.
  2. Stabilize outlet such that there will be no scour erosion, if erosion is due to absence or inadequacy of outlet stabilization. Stone aprons or plunge pools required for new construction.
  3. Upgrade to minimum 15-inch culvert, 18-inch recommended, if erosion is due to inadequate size or absence of structure.

## Standards for Paved Roads with Catch Basins

Catch Basin Outlet Stabilization: All catch basin outlets shall be stabilized to eliminate all rill and gully erosion. Catch basin outfall stabilization practices include: stone-lined ditch, stone apron, check dams and culvert header/headwall.

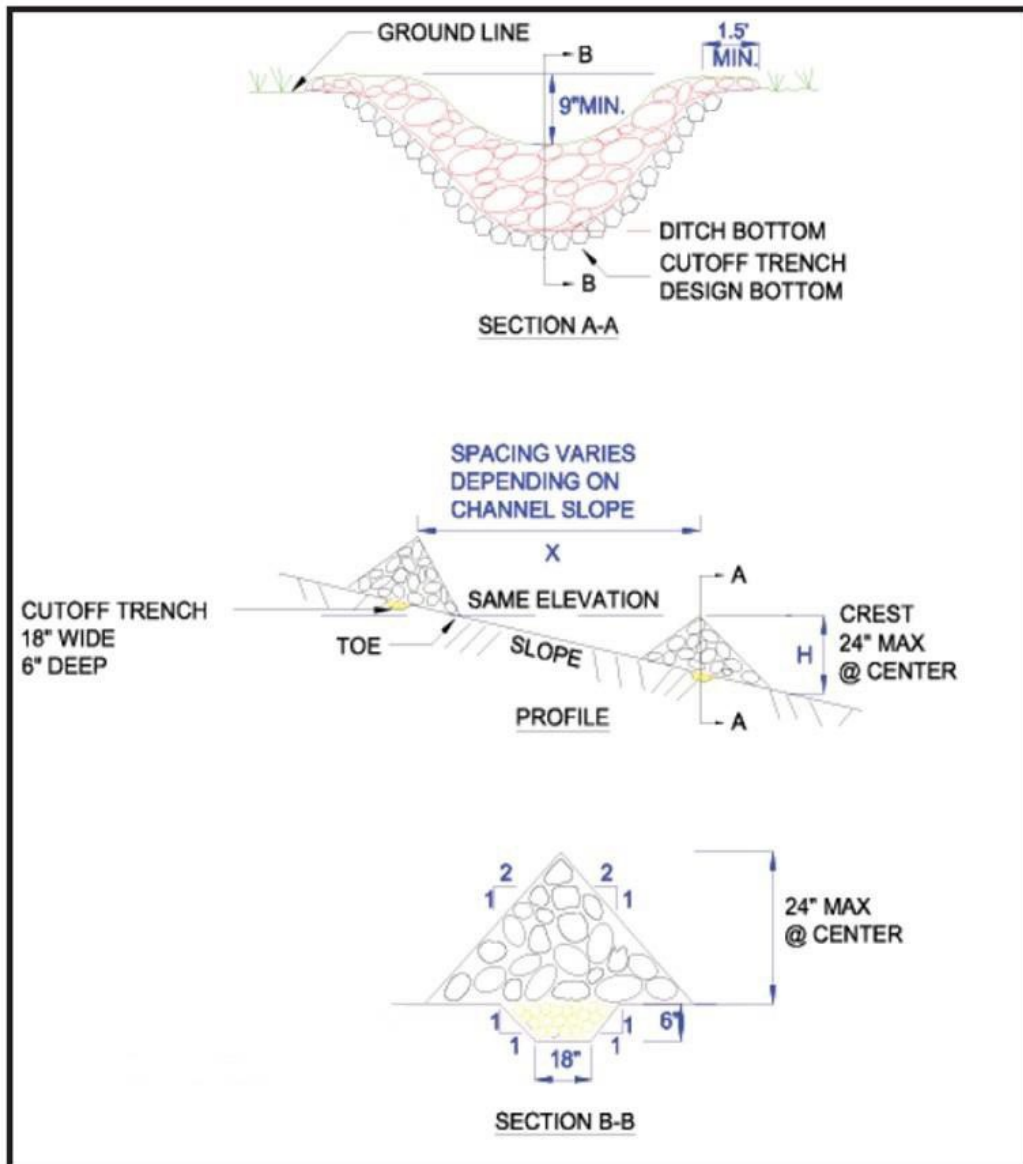
### Stone Check Dam Specification

- Height: No greater than 2 feet. Center of dam should be 9 inches lower than the side elevation
- Side slopes: 2:1 or flatter
- Stone size: Use a mixture of 2 to 9-inch stone
- Width: Dams should span the width of the channel and extend up the sides of the banks
- Spacing: Space the dams so that the bottom (toe) of the upstream dam is at the elevation of the top (crest) of the downstream dam. This spacing is equal to the height of the check dam divided by the channel slope.

$$\text{Spacing (in feet)} = \frac{\text{Height of check dam (in feet)}}{\text{Slope in channel (ft/ft)}}$$

- Maintenance: Remove sediment accumulated behind the dam as needed to allow channel to drain through the stone check dam and prevent large flows from carrying sediment over the dam. If significant erosion occurs between check dams, a liner of stone should be installed.

## Check Dam Specification:



## Section 2: STANDARDS FOR CLASS 4 ROADS

Stabilize any areas of gully erosion with the practices described above or equivalent practices. Disconnection practices such as broad-based dips and water bars may replace cross culverts and turnouts.

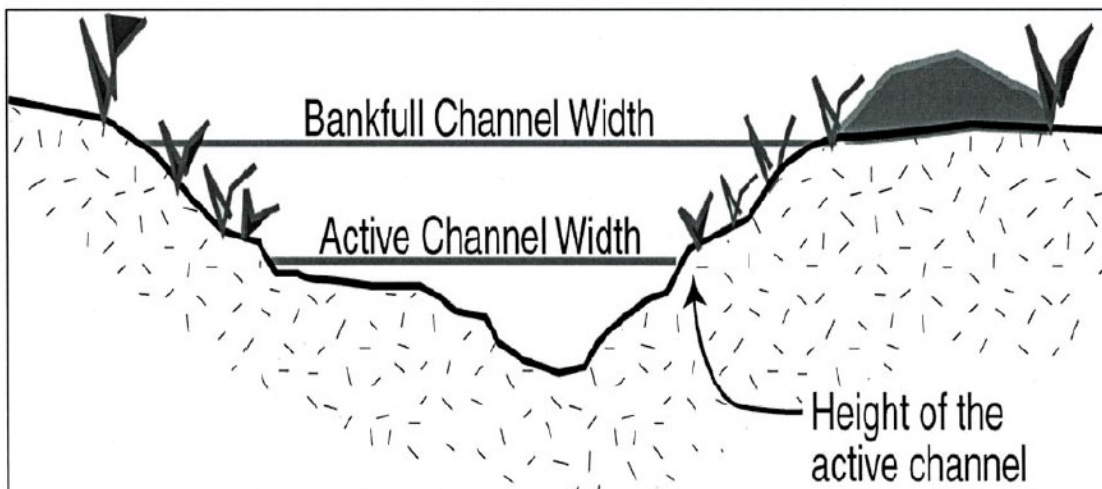
## Appendix B

### Active Channel Culvert Sizing for Intermittent Stream Crossings

Choose the drainage area closest to your crossing site drainage area

Drainage Area (Acres)	Minimum Diameter for Culverts on Intermittent Streams (inches)
4	15
8	18
16	24
20	30
40	36
50	42
80	48
120	60
160	66
200	<i>Streams with drainage areas of 160 acres or greater are likely to be perennial. Adhere to the VTDEC Technical Guidance for Identification of Perennial Streams</i>
320	
350	
450	
640	

### Active Channel Width



**Active Channel Width** means the limits of the streambed scour formed by prevailing stream discharges, measured perpendicular to streamflow. The active channel is narrower than the bankfull width (approximately 75%) and is defined by the break in bank slope and typically extends to the edge of permanent vegetation.

**Culvert sizing for crossings on intermittent streams:** Determine the Active Channel Width by field measurements, ***the culvert size should meet or exceed the Active Channel Width***. To obtain the measurements go to the crossing location and obtain several upstream Active Channel Width measurements in riffle (fast moving water) narrower channel locations. The selected channel width should be a representative average of the field measurements. In the absence of field measurements, the drainage areas in

03/07/25

## City of Essex Junction Accounts Payable

Page 1 of 15

12:11 pm

Check Warrant Report # 24070 Current Prior Next FY Invoices For Fund (GENERAL FUND)

CDeLibac

For Check Acct 01 (GENERAL FUND) All check #s 03/07/25 To 03/07/25

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
80132	ACHEE, DAVID	02/13/25	Stipend BWAC Feb 2025 021325Achee	210-5-16-10-190.000 Board member Payments	50.00	54793	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/12/25	Car Soap 455250435565	210-5-41-22-610.000 General Supplies	34.24	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	12/03/24	HOSE CLAMP 552433822757	210-5-40-12-610.000 General Supplies	27.20	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/11/25	HYDRAULIC FITTINGS for Tr 552504255592	210-5-40-12-430.000 R&M Vehicles & Equipment	80.72	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/13/25	AW32 HYDRAULIC FLUID 552504424717	210-5-40-12-626.000 Gasoline	139.70	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/13/25	MINI BULB-LONG LIFE for P 552504424724	210-5-40-12-610.000 General Supplies	5.24	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/14/25	AW32 55 GAL 552504596069	210-5-40-12-626.000 Gasoline	569.99	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/19/25	RIGHTSTUFF GSKT MAKR 552505055906	210-5-40-12-610.000 General Supplies	22.42	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/20/25	HOSE CLAMP 20 BX 552505124960	210-5-40-12-610.000 General Supplies	16.90	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/20/25	Fram oil filter 552505155926	210-5-40-12-610.000 General Supplies	10.99	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/24/25	40" PLASTIC CREEPER 1 EA 552505556010	210-5-40-12-610.000 General Supplies	78.01	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/24/25	GREASE-RED TACKY 552505556012	210-5-40-12-626.000 Gasoline	86.30	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/27/25	TRAILER CONNECTOR 1 EA 552505825174	210-5-40-12-610.000 General Supplies	10.99	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/27/25	DIELECTRIC GREASE 1 EA 552505856153	210-5-40-12-610.000 General Supplies	4.87	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	02/28/25	MINI BLADE 32V 20A 1 EA 552505956179	210-5-40-12-610.000 General Supplies	4.82	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	03/03/25	ROCKER SWITCH for Truck # 552506225294	210-5-40-12-610.000 General Supplies	6.33	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	03/03/25	supplies for public works 552506256250	210-5-40-12-610.000 General Supplies	20.00	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	03/05/25	Wacker Oil change 552506425326	210-5-40-12-430.000 R&M Vehicles & Equipment	60.60	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	03/05/25	Parts for shop 552506456336	210-5-40-12-610.000 General Supplies	9.05	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	03/06/25	brake pads truck 1 552506525341	210-5-40-12-430.000 R&M Vehicles & Equipment	317.29	54794	03/07/25
05290	ADVANCE AUTO PARTS 9820	03/06/25	Parts for shop 552506556362	210-5-40-12-610.000 General Supplies	32.94	54794	03/07/25
07305	AIRGAS USA LLC	02/14/25	NZL CTNG 45A PMX 9158322225	210-5-40-12-610.000 General Supplies	112.50	54796	03/07/25
07305	AIRGAS USA LLC	02/14/25	TIP CTNG PUROX 4202-7 ACE 9158322241	210-5-40-12-610.000 General Supplies	53.53	54796	03/07/25
07305	AIRGAS USA LLC	02/20/25	OXYGEN INDUSTRIAL 300 CGA 9158490907	210-5-40-12-610.000 General Supplies	73.66	54796	03/07/25
07305	AIRGAS USA LLC	02/18/25	TIP CNCT MT SERS .035" MD 9600938612	210-5-40-12-610.000 General Supplies	-70.00	54796	03/07/25

03/07/25

## City of Essex Junction Accounts Payable

Page 2 of 15

12:11 pm

Check Warrant Report # 24070 Current Prior Next FY Invoices For Fund (GENERAL FUND)

CDeLibac

For Check Acct 01 (GENERAL FUND) All check #s 03/07/25 To 03/07/25

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
28555	ALLEGIANCE TRUCKS	02/18/25 FLEETRITE DEF, 2.5 GALLON	210-5-40-12-626.000	71.92	54797	03/07/25
		X12203655901	Gasoline			
80184	AMAZON BUSINESS SERVICES	01/25/25 BL ADVDS-CREDIT FEB25	210-5-35-10-640.201	-29.95	54799	03/07/25
		11W3CLVY734X	Adult Collection			
80184	AMAZON BUSINESS SERVICES	02/25/25 BL CProgs FEB25	210-5-35-10-840.202	180.71	54799	03/07/25
		16PNWGTN333C	Childrens Programs			
80184	AMAZON BUSINESS SERVICES	02/23/25 BL JColl FEB25	210-5-35-10-640.202	192.45	54799	03/07/25
		1NLM16HNVRPC	Juvenile Collection			
80184	AMAZON BUSINESS SERVICES	03/03/25 BL Supplies MAR25	210-5-35-10-610.000	134.59	54799	03/07/25
		1QCL4CQW4X4C	General Supplies			
80184	AMAZON BUSINESS SERVICES	02/25/25 BL CProgs FEB25	210-5-35-10-840.202	19.90	54799	03/07/25
		1TKDVXPN11RQ	Childrens Programs			
80184	AMAZON BUSINESS SERVICES	03/01/25 BL ABks+AREplBks MAR25	210-5-90-00-640.201	40.19	54799	03/07/25
		1WTLXCJN6XVH	Adult Collection replacem			
80184	AMAZON BUSINESS SERVICES	03/01/25 BL ABks+AREplBks MAR25	210-5-35-10-640.201	28.31	54799	03/07/25
		1WTLXCJN6XVH	Adult Collection			
04310	APALACHEE MARINE	02/07/25 Road Salt	210-5-40-12-600.000	10822.98	54801	03/07/25
		75504	Salt, Sand and Gravel			
04310	APALACHEE MARINE	02/15/25 Road Salt	210-5-40-12-600.000	7408.77	54801	03/07/25
		76114	Salt, Sand and Gravel			
04310	APALACHEE MARINE	02/19/25 Road Salt	210-5-40-12-600.000	7396.73	54801	03/07/25
		76498	Salt, Sand and Gravel			
29410	BERGENDAHL DOROTHY	02/20/25 BL BrdStipend FEB25	210-5-35-10-190.000	50.00	54802	03/07/25
		BERG022025	Board Member Payments			
80017	BOWKER ERIC	02/13/25 Stipend BWAC Feb 2025	210-5-16-10-190.000	50.00	54803	03/07/25
		021325Bowker	Board member Payments			
19630	BP WASTEWATER SERVICES LL	02/12/25 BL SEWAGEBACKUP FEB25	210-5-41-21-431.000	515.00	54804	03/07/25
		13433862	R&M Buildings & Grounds			
16030	BROWN ELECTRIC	02/21/25 lights break area. Need r	210-5-40-12-431.000	605.92	54807	03/07/25
		40291	R&M Buildings & Grounds			
30360	BURLINGTON TELECOM	03/01/25 Phone/Internet March 2025	210-5-41-23-530.000	194.89	54808	03/07/25
		43985030125	Communications			
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		43985030125	Communications			
30360	BURLINGTON TELECOM	03/01/25 Phone/Internet March 2025	210-5-40-12-530.000	161.26	54808	03/07/25
		43985030125	Communications			
30360	BURLINGTON TELECOM	03/01/25 Phone/Internet March 2025	210-5-41-26-530.000	282.78	54808	03/07/25
		43985030125	Communications			
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		43985030125	Communications			
30360	BURLINGTON TELECOM	03/01/25 Phone/Internet March 2025	210-5-41-22-530.000	53.26	54808	03/07/25
		43985030125	Communications			
30360	BURLINGTON TELECOM	03/01/25 BL PhoneInternet FEB25	210-5-41-21-530.000	336.30	54809	03/07/25
		BT 032025	Communications			
03000	CARGILL SALT EASTERN INC	12/11/24 DEICER SALT ICE CNTRL BLK	210-5-40-12-600.000	1826.88	54810	03/07/25
		2910341052	Salt, Sand and Gravel			
03000	CARGILL SALT EASTERN INC	02/12/25 DEICER SALT ICE CNTRL BLK	210-5-40-12-600.000	8630.16	54810	03/07/25
		2910645427	Salt, Sand and Gravel			
03000	CARGILL SALT EASTERN INC	02/13/25 DEICER SALT ICE CNTRL BLK	210-5-40-12-600.000	2713.92	54810	03/07/25
		2910653346	Salt, Sand and Gravel			

03/07/25

## City of Essex Junction Accounts Payable

Page 3 of 15

12:11 pm

Check Warrant Report # 24070 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 03/07/25 To 03/07/25

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
03000	CARGILL SALT EASTERN INC	02/17/25	DEICER SALT ICE CNTRL BLK 2910666237	210-5-40-12-600.000 Salt, Sand and Gravel	4665.76	54810	03/07/25
03000	CARGILL SALT EASTERN INC	02/18/25	DEICER SALT ICE CNTRL BLK 2910672543	210-5-40-12-600.000 Salt, Sand and Gravel	2773.76	54810	03/07/25
03000	CARGILL SALT EASTERN INC	02/19/25	DEICER SALT ICE CNTRL BLK 2910678166	210-5-40-12-600.000 Salt, Sand and Gravel	2725.36	54810	03/07/25
03000	CARGILL SALT EASTERN INC	02/20/25	DEICER SALT ICE CNTRL BLK 2910683689	210-5-40-12-600.000 Salt, Sand and Gravel	2786.96	54810	03/07/25
03000	CARGILL SALT EASTERN INC	02/21/25	DEICER SALT ICE CNTRL BLK 2910689316	210-5-40-12-600.000 Salt, Sand and Gravel	2694.56	54810	03/07/25
03000	CARGILL SALT EASTERN INC	02/24/25	DEICER SALT ICE CNTRL BLK 2910697340	210-5-40-12-600.000 Salt, Sand and Gravel	2794.00	54810	03/07/25
03000	CARGILL SALT EASTERN INC	02/25/25	DEICER SALT ICE CNTRL BLK 2910703569	210-5-40-12-600.000 Salt, Sand and Gravel	5699.76	54810	03/07/25
07710	CCR SALES AND SERVICE LLC	03/04/25	HOPPER ASM, 80LB, 22 83517	210-5-40-12-610.000 General Supplies	199.03	54812	03/07/25
07710	CCR SALES AND SERVICE LLC	03/04/25	RETURNED: HOPPER ASM, 80LB 83518	210-5-40-12-610.000 General Supplies	-173.07	54812	03/07/25
V10617	CHADWICK-BAROSS	02/25/25	Repair on BB SW50 C33750	210-5-40-12-430.000 R&M Vehicles & Equipment	227.32	54813	03/07/25
V10617	CHADWICK-BAROSS	02/28/25	Repair for BB SW50 BB1363 C34322	210-5-40-12-430.000 R&M Vehicles & Equipment	324.87	54813	03/07/25
V10617	CHADWICK-BAROSS	02/25/25	Repair to Model SW-4S BB L10631	210-5-40-12-430.000 R&M Vehicles & Equipment	3944.95	54813	03/07/25
21120	CHAMPLAIN MEDICAL URGENT	02/01/25	Physical 00072319-00	210-5-25-10-330.000 Professional Services	358.00	54814	03/07/25
15285	CHECKR INC	02/28/25	Background Check PW 1696541	210-5-10-10-330.000 Professional Services	25.00	54815	03/07/25
21210	CINTAS LOC # 68M 71 M	02/13/25	Supplies for shop 4220971477	210-5-40-12-610.000 General Supplies	180.41	54817	03/07/25
21210	CINTAS LOC # 68M 71 M	02/28/25	WATERBREAK COOLER AGRMENT 9310916444	210-5-40-12-610.000 General Supplies	50.00	54817	03/07/25
17895	CLEAN NEST	03/01/25	Cleaning Services Februar 15530	210-5-41-20-420.000 Cleaning Services	722.00	54818	03/07/25
04940	COMCAST	02/19/25	2 Lincoln Backup Internet 01363430225	210-5-41-20-530.000 Communications	149.89	54819	03/07/25
17025	COONRADT AMY	02/18/25	Recording Secr CC 2/12/25 0205	210-5-11-10-330.000 Professtional Services	120.00	54821	03/07/25
31275	DON WESTON EXCAVATING INC	02/27/25	Snow removal 11096	210-5-40-12-422.000 Snow Removal	10367.50	54823	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	Engineering January 2025 24801 0225	210-1-00-00-130.002 Exchange - Billable	795.40	54824	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	EJ-Amtrak Platform 24802 0225	210-5-40-12-330.000 Professional Services	195.00	54824	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	Engineering January 2025 24805 0225	210-1-00-00-130.002 Exchange - Billable	2729.25	54824	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	MSP Project January 24811 0125	210-5-41-26-431.000 R&M Buildings & Grounds	242.50	54824	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	Brookside Slipline 24814 0225	210-5-40-13-330.000 Professional Services	416.25	54824	03/07/25

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
25715	DONALD L. HAMLIN CONSULT	01/15/25	EJ-Warner Avenue 24829 0125	210-5-40-12-330.000 Professional Services	438.75	54824	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	EJ-Warner Avenue 24829 0225	210-5-40-12-330.000 Professional Services	1707.50	54824	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	Com Dev/PW-Misc Assistanc 25810 0225	210-5-40-12-330.000 Professional Services	476.25	54824	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	Com Dev/PW-Misc Assistanc 25810 0225	210-5-16-10-330.000 Professional Services	838.80	54824	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	EJ-Utility Map Update 25818 0225	210-5-40-12-330.000 Professional Services	175.00	54824	03/07/25
35260	EAST COAST PRINTERS INC	02/13/25	safety vests for Public W 02062511	210-5-40-12-609.000 Safety Supplies	147.50	54828	03/07/25
35260	EAST COAST PRINTERS INC	02/13/25	Stock shirts for Public w 02062551	210-5-40-12-612.000 Uniforms	185.00	54828	03/07/25
35260	EAST COAST PRINTERS INC	02/13/25	uniform engraved for Jimm 02112516	210-5-40-12-612.000 Uniforms	10.00	54828	03/07/25
38955	F W WEBB COMPANY	02/21/25	Supplies 89656954	210-5-40-12-610.000 General Supplies	146.36	54831	03/07/25
21845	FIRST NATIONAL BANK OMAHA	02/18/25	BL Tech-JBks-Etc FEB25 0017 0225	210-5-35-10-840.201 Adult Programs	24.02	54834	03/07/25
21845	FIRST NATIONAL BANK OMAHA	02/18/25	BL Tech-JBks-Etc FEB25 0017 0225	210-5-35-10-505.000 Tech. Subs, Licenses	539.04	54834	03/07/25
21845	FIRST NATIONAL BANK OMAHA	02/18/25	BL Tech-JBks-Etc FEB25 0017 0225	210-5-41-21-431.000 R&M Buildings & Grounds	45.57	54834	03/07/25
21845	FIRST NATIONAL BANK OMAHA	02/18/25	BL Tech-JBks-Etc FEB25 0017 0225	210-5-35-10-500.000 Training, Conf, Dues	71.10	54834	03/07/25
21845	FIRST NATIONAL BANK OMAHA	02/18/25	BL Tech-JBks-Etc FEB25 0017 0225	210-5-35-10-640.202 Juvenile Collection	328.28	54834	03/07/25
21840	FIRST NATIONAL BANK OMAHA	02/18/25	Public Works visa 1/27/2 0631021825	210-5-40-12-610.000 General Supplies	447.66	54835	03/07/25
16000	FISHER AUTO PARTS	02/17/25	Truck #7 and skid steer b 494667	210-5-40-12-430.000 R&M Vehicles & Equipment	634.46	54836	03/07/25
16000	FISHER AUTO PARTS	02/17/25	Parts for work trucks 494722	210-5-40-12-430.000 R&M Vehicles & Equipment	72.77	54836	03/07/25
16000	FISHER AUTO PARTS	02/19/25	Parts for work trucks 494915	210-5-40-12-430.000 R&M Vehicles & Equipment	129.51	54836	03/07/25
16000	FISHER AUTO PARTS	02/20/25	Premium Thermal Insulated 495137	210-5-40-12-430.000 R&M Vehicles & Equipment	29.90	54836	03/07/25
16000	FISHER AUTO PARTS	02/25/25	Parts for work vehicles 495489	210-5-40-12-430.000 R&M Vehicles & Equipment	59.22	54836	03/07/25
34895	GAUTHIER TRUCKING, INC.	02/01/25	CHRISTMAS TREES 1847072	210-5-40-12-425.000 Trash Removal	900.00	54839	03/07/25
34895	GAUTHIER TRUCKING, INC.	03/01/25	11 JACKSON ST 1852991	210-5-40-12-425.000 Trash Removal	156.88	54839	03/07/25
34895	GAUTHIER TRUCKING, INC.	03/01/25	2 Lincoln Garbage Februar 1852992	210-5-41-20-425.000 Trash Removal	342.33	54839	03/07/25
34895	GAUTHIER TRUCKING, INC.	03/01/25	BARREL ON BIKE PATH 1853158	210-5-40-12-425.000 Trash Removal	91.08	54839	03/07/25
34895	GAUTHIER TRUCKING, INC.	03/01/25	MSP Trash Removal March 1853852	210-5-41-26-425.000 Trash Removal	473.77	54839	03/07/25

03/07/25

## City of Essex Junction Accounts Payable

Page 5 of 15

12:11 pm

Check Warrant Report # 24070 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 03/07/25 To 03/07/25

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
20470	GLOBAL MONTELLO ATT: FLEE	02/28/25	Feb Vehicle Fuel 326981	210-5-30-12-626.000 Gasoline	149.88	54840	03/07/25
20470	GLOBAL MONTELLO ATT: FLEE	02/28/25	Feb Vehicle Fuel 326981	210-5-25-10-626.000 Gasoline	424.00	54840	03/07/25
20470	GLOBAL MONTELLO ATT: FLEE	02/28/25	Feb Vehicle Fuel 326981	210-5-40-12-626.000 Gasoline	9277.64	54840	03/07/25
20470	GLOBAL MONTELLO ATT: FLEE	02/28/25	Feb Vehicle Fuel 326981	210-5-30-12-626.000 Gasoline	65.96	54840	03/07/25
80042	GOV OS INC	02/20/25	Land Records- Feb 25 1NV8912	210-5-12-10-505.000 Tech. Subs Licenses	357.00	54842	03/07/25
07010	GREEN MOUNTAIN POWER CORP	02/12/25	GMP Non Solar 01/10/25-02 021225NS	210-5-40-12-622.000 Electricity	933.58	54844	03/07/25
07010	GREEN MOUNTAIN POWER CORP	02/12/25	GMP Non Solar 01/10/25-02 021225NS	210-5-40-12-622.200 Streetlight Electricity	12429.22	54844	03/07/25
07010	GREEN MOUNTAIN POWER CORP	02/13/25	Railroad street crossing 361621325	210-5-40-12-622.200 Streetlight Electricity	765.80	54846	03/07/25
07010	GREEN MOUNTAIN POWER CORP	02/13/25	Park/Railroad signal 1/14 859221325	210-5-40-12-622.200 Streetlight Electricity	151.93	54847	03/07/25
80046	HAGESTAD CHRISTINA	02/18/25	Stipend PCAB Feb 2025 021825Hagest	210-5-11-10-190.000 Board Member Payments	50.00	54849	03/07/25
80178	HARRINGTON, DAVID	02/18/25	Stipend PCAB Feb 2025 021825Harrin	210-5-11-10-190.000 Board Member Payments	50.00	54850	03/07/25
80091	HERGESHEIMER KAREN	02/20/25	BL BrdStipend FEB25 HERG022025	210-5-35-10-190.000 Board Member Payments	50.00	54851	03/07/25
33495	INGRAM LIBRARY SERVICES I	02/24/25	BL AFNDNBooks FEB25 86764113	210-5-35-10-610.000 General Supplies	10.31	54853	03/07/25
33495	INGRAM LIBRARY SERVICES I	02/24/25	BL AFNDNBooks FEB25 86764113	210-5-35-10-640.201 Adult Collection	31.89	54853	03/07/25
33495	INGRAM LIBRARY SERVICES I	02/24/25	BL AFNDNBooks FEB25 86764113	210-5-90-00-991.000 Library Donation Expense	111.78	54853	03/07/25
33495	INGRAM LIBRARY SERVICES I	02/24/25	BL AFNDNBooks FEB25 86764113	210-5-90-00-640.201 Adult Collection replacem	18.29	54853	03/07/25
80200	INSITUFORM TECH, LLC	01/31/25	Pipeline and Manhole Reha 161630-01	210-5-40-13-575.000 Storm Sewer Maintenance	6020.00	54854	03/07/25
37715	INTEGRITY COMMUNICATIONS	02/27/25	2 Lincoln Phones 44260	210-5-14-10-330.000 Professional Services	120.00	54855	03/07/25
27670	IROQUOIS MANUFACTURING, I	03/05/25	sander parts 172865	210-5-40-12-430.000 R&M Vehicles & Equipment	413.03	54857	03/07/25
27670	IROQUOIS MANUFACTURING, I	03/06/25	Parts for Truck #15 172881	210-5-40-12-430.000 R&M Vehicles & Equipment	95.95	54857	03/07/25
03525	KITTELL BRANAGAN & SARGEN	01/23/25	FY24 audit and misc resea 95667	210-5-13-10-335.000 Audit	2503.59	54860	03/07/25
03525	KITTELL BRANAGAN & SARGEN	01/23/25	FY24 audit and misc resea 95667	210-5-13-10-330.000 Professional Services	425.00	54860	03/07/25
V9454	LENNY'S SHOE & APP	03/04/25	Uniform for Troy Wilber 4007413	210-5-40-12-612.000 Uniforms	124.99	54861	03/07/25
33195	LIMOGES & SONS GARAGE DOOR	02/04/25	JOB: 11 JACKSON STREET - 87072TE	210-5-40-12-431.000 R&M Buildings & Grounds	231.85	54862	03/07/25
25625	LOWE'S - 1080	02/02/25	EJRP Lowes January 41910800225	210-5-30-12-610.000 General Supplies	144.11	54864	03/07/25

03/07/25

## City of Essex Junction Accounts Payable

Page 6 of 15

12:11 pm

Check Warrant Report # 24070 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 03/07/25 To 03/07/25

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
25625	LOWE'S - 1080	02/02/25	EJRP Lowes January 41910800225	210-5-30-12-431.000 R&M Buildings & Grounds	395.69	54864	03/07/25
26920	MAYVILLE DARBY	02/23/25	DRB 2/20 37	210-5-16-10-330.000 Professional Services	54.00	54866	03/07/25
80012	MECHLER THOMAS	03/03/25	BL CProgs-DD FEB25 MECHLER02202	210-5-35-10-840.202 Childrens Programs	100.00	54867	03/07/25
V9970	MIDWEST TAPE	02/04/25	BL ADVDs FEB25 506703963	210-5-35-10-640.201 Adult Collection	26.99	54869	03/07/25
V9970	MIDWEST TAPE	02/04/25	BL ADVDs FEB25 506703964	210-5-35-10-640.201 Adult Collection	161.88	54869	03/07/25
V9970	MIDWEST TAPE	02/04/25	BL ADVDs FEB25 506703966	210-5-35-10-640.201 Adult Collection	18.74	54869	03/07/25
V9970	MIDWEST TAPE	02/11/25	BL ADVDs FEB25 506736452	210-5-35-10-640.201 Adult Collection	116.21	54869	03/07/25
V9970	MIDWEST TAPE	02/18/25	BL ADVDs FEB25 506768770	210-5-35-10-640.201 Adult Collection	68.97	54869	03/07/25
V9970	MIDWEST TAPE	02/24/25	BL ADVDs FEB25 506800371	210-5-35-10-640.201 Adult Collection	62.23	54869	03/07/25
24620	MILTON RENTAL AND SALES	02/12/25	Tilt Switch CREDIT 11696	210-5-40-12-430.000 R&M Vehicles & Equipment	-35.85	54870	03/07/25
24620	MILTON RENTAL AND SALES	03/05/25	Credit for tax on invoice 11699	210-5-40-12-430.000 R&M Vehicles & Equipment	-180.52	54870	03/07/25
24620	MILTON RENTAL AND SALES	02/17/25	Wacker Neuson WL-32 repai 119420	210-5-40-12-430.000 R&M Vehicles & Equipment	4989.05	54870	03/07/25
24620	MILTON RENTAL AND SALES	02/11/25	Tilt switch 1662167	210-5-40-12-430.000 R&M Vehicles & Equipment	35.85	54870	03/07/25
24620	MILTON RENTAL AND SALES	03/04/25	LOADER, WL-32 W/ BUCKET # 1662412	210-5-40-12-442.000 Rental Vehicles/Equip	2000.00	54870	03/07/25
24620	MILTON RENTAL AND SALES	02/11/25	Tilt switch for wacker 2112025	210-5-40-12-430.000 R&M Vehicles & Equipment	35.85	54870	03/07/25
24620	MILTON RENTAL AND SALES	02/25/25	Tilt switch 2252025	210-5-40-12-430.000 R&M Vehicles & Equipment	41.69	54870	03/07/25
80025	MISC REFUNDS	02/17/25	Towing sidewalk plow 2385325	210-5-40-12-422.000 Snow Removal	150.00	54872	03/07/25
80025	MISC REFUNDS	12/16/24	Mailbox Ed Shannon Reimbu 80330	210-5-40-12-505.000 Tech. Subs, Licenses	70.47	54872	03/07/25
V10462	MONAGHAN SAFAR DUCHAM PL	01/31/25	Legal Jan 2025 Jan 2025	210-5-16-10-320.000 Legal Services	549.00	54873	03/07/25
V10462	MONAGHAN SAFAR DUCHAM PL	01/31/25	Legal Jan 2025 Jan 2025	210-5-40-13-330.000 Professional Services	1398.00	54873	03/07/25
V10462	MONAGHAN SAFAR DUCHAM PL	01/31/25	Legal Jan 2025 Jan 2025	210-5-10-10-320.000 Legal Services	1537.50	54873	03/07/25
19325	OPEN APPROACH INC	03/01/25	IT Services March 2025 25514	210-5-14-10-505.000 Tech. Subs, Licenses	5116.21	54874	03/07/25
19325	OPEN APPROACH INC	03/01/25	IT Services March 2025 25514	210-5-14-10-330.000 Professional Services	8305.00	54874	03/07/25
19325	OPEN APPROACH INC	03/01/25	Connect Wise Control Acce 25653	210-5-14-10-505.000 Tech. Subs, Licenses	50.00	54874	03/07/25
V10729	OVERDRIVE INC	02/07/25	BL ADigibks FEB25 01459DA25042	210-5-35-10-640.201 Adult Collection	516.44	54875	03/07/25

12:11 pm

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
V10729	02/12/25	OVERDRIVE INC BL JDigiBks FEB25 01459DA25047	210-5-35-10-640.202 Juvenile Collection	639.16	54875	03/07/25
23420	02/28/25	P & P SEPTIC SERVICE INC. MSP Portolets March T639804	210-5-30-12-330.000 Professional Services	330.00	54877	03/07/25
80177	02/18/25	PARKER, JENNY Stipend PCAB Feb 2025 021825Parker	210-5-11-10-190.000 Board Member Payments	50.00	54878	03/07/25
80133	02/13/25	PHILBROOK, LAUREN Stipend BWAC Feb 2025 021325Philbr	210-5-16-10-190.000 Board member Payments	50.00	54880	03/07/25
V10554	02/27/25	PHOENIX BOOKS BURLINGTON BL ABooks FEB25 0001460515	210-5-35-10-640.201 Adult Collection	44.80	54881	03/07/25
23465	02/18/25	PITNEY BOWES, INC. 2 LincPostLease Dec 24-Ma 3320369691	210-5-10-10-442.000 Rental Vehicles/Equip	571.35	54883	03/07/25
24410	02/28/25	PRIORITY EXPRESS INC BL Courier 8 FEB25 8027259	210-5-35-10-560.000 Postage	212.56	54884	03/07/25
80069	02/12/25	RAFTELLIS FINANCIAL CONSU Prof Services 01 01, 2025 37743	210-5-40-13-330.000 Professional Services	1245.00	54887	03/07/25
02605	02/07/25	RAY REYNOLDS WELDING LLC Fabrication of one Set of 002691	210-5-40-12-431.000 R&M Buildings & Grounds	1155.00	54888	03/07/25
10425	12/31/24	REGIONAL STORMWATER EDUCA Drainage Assessment - wor 20221176	210-5-40-13-899.000 Matching Grant Funds	4858.00	54889	03/07/25
18010	02/21/25	REYNOLDS & SON, INC. FXR TURNOUT COAT CONFIGUR 3450579	210-5-25-10-612.000 Uniforms	12758.81	54890	03/07/25
05280	02/25/25	S & D LANDSCAPES LLC 2/19/25 snow blowing side 250069	210-5-40-12-422.000 Snow Removal	408.15	54891	03/07/25
03180	02/03/25	SAFETY SYSTEMS OF VT LLC MSP Maint Shop Annual Con 12919362	210-5-30-12-330.000 Professional Services	410.00	54892	03/07/25
00275	02/15/25	SB SIGNS INC Flags 30596A	210-5-25-10-750.000 Machinery & Equipment	43.35	54893	03/07/25
09105	02/25/25	SECURE SHRED EJRP Shred March 482873	210-5-30-10-330.000 Professional Services	24.00	54895	03/07/25
09105	02/25/25	SECURE SHRED Shred service - admin off 482881	210-5-12-10-330.000 Professional Services	24.00	54895	03/07/25
80201	02/25/25	SERVPRO (MCL Enterprises) BL SEWAGEBACKUP FEB25 4907	210-5-41-21-431.000 R&M Buildings & Grounds	1632.61	54896	03/07/25
23855	02/20/25	SOUTHWORTH-MILTON, INC. C4.4 IND Serial # W230188 0004634	210-5-40-12-430.000 R&M Vehicles & Equipment	1273.93	54898	03/07/25
23855	02/25/25	SOUTHWORTH-MILTON, INC. Repair to C3.6 Ind Serial 0005804	210-5-40-12-430.000 R&M Vehicles & Equipment	1493.27	54898	03/07/25
23855	02/27/25	SOUTHWORTH-MILTON, INC. Blade 3500973	210-5-40-12-430.000 R&M Vehicles & Equipment	58.55	54898	03/07/25
23855	02/18/25	SOUTHWORTH-MILTON, INC. Parts INV3492912	210-5-40-12-610.000 General Supplies	19.12	54898	03/07/25
23855	02/13/25	SOUTHWORTH-MILTON, INC. Repair to 924K SINV0002790	210-5-40-12-430.000 R&M Vehicles & Equipment	2923.11	54898	03/07/25
V2124	03/01/25	STAPLES ADVANTAGE BL Paper FEB25 6025855391	210-5-35-10-610.000 General Supplies	80.69	54899	03/07/25
24535	02/12/25	STRYKER MEDICAL Batteries 9208490925	210-5-25-10-613.000 Program Supplies	517.25	54900	03/07/25
29090	02/20/25	SUNBELT RENTALS 1 1"X16.4'SUCTION H 165493868	210-5-40-12-610.000 General Supplies	44.18	54902	03/07/25

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
21000	UNIFIRST CORPORATION	01/29/25	BL Mats FEB25 1080257691	210-5-41-21-400.000 Contracted Services	72.50	54906	03/07/25
21000	UNIFIRST CORPORATION	02/26/25	BL MATs FEB25 1080262931	210-5-41-21-400.000 Contracted Services	76.08	54906	03/07/25
19350	VERIZON CONNECT FLEET USA	03/03/25	Vehicle Trucking Subscrip 386000064419	210-5-40-12-505.000 Tech. Subs, Licenses	151.60	54908	03/07/25
36130	VERIZON WIRELESS VSAT	02/17/25	Cellular Service February 6106271682	210-5-10-10-530.000 Communications	40.44	54909	03/07/25
36130	VERIZON WIRELESS VSAT	02/17/25	Cellular Service February 6106271682	210-5-25-10-530.000 Communications	100.06	54909	03/07/25
36130	VERIZON WIRELESS VSAT	02/17/25	Cellular Service February 6106271682	210-5-40-12-530.000 Communications	60.48	54909	03/07/25
11935	VIKING-CIVES USA	02/07/25	LED KIT CLR ST 1500 12-24 4540420	210-5-40-12-430.000 R&M Vehicles & Equipment	751.43	54910	03/07/25
11935	VIKING-CIVES USA	02/07/25	Parts for the work vehicl 4540422	210-5-40-12-430.000 R&M Vehicles & Equipment	383.53	54910	03/07/25
11935	VIKING-CIVES USA	02/07/25	Parts for work vehicles 4540448	210-5-40-12-430.000 R&M Vehicles & Equipment	169.66	54910	03/07/25
11935	VIKING-CIVES USA	02/07/25	LED LIGHT AMBER ION T SER 4540462	210-5-40-12-430.000 R&M Vehicles & Equipment	123.33	54910	03/07/25
11935	VIKING-CIVES USA	02/12/25	OIL LEVEL SENSOR 4540781	210-5-40-12-430.000 R&M Vehicles & Equipment	33.33	54910	03/07/25
11935	VIKING-CIVES USA	02/12/25	MOTOR SWENSON plus salt 4540792	210-5-40-12-430.000 R&M Vehicles & Equipment	814.04	54910	03/07/25
11935	VIKING-CIVES USA	02/17/25	parts for trucks 4540984	210-5-40-12-610.000 General Supplies	2534.00	54910	03/07/25
11935	VIKING-CIVES USA	02/17/25	BOLT PLOW 5/8-11 X 2 1/2 4541003	210-5-40-12-430.000 R&M Vehicles & Equipment	54.40	54910	03/07/25
22070	VILLAGE COPY & PRINT INC.	02/26/25	Early voter postcard 9957	210-5-12-10-820.000 Elections	4848.25	54911	03/07/25
23395	VILLAGE HARDWARE - WILLIS	02/20/25	Hex bushing and nipple 519633	210-5-40-12-610.000 General Supplies	10.91	54912	03/07/25
23395	VILLAGE HARDWARE - WILLIS	02/20/25	3/8Cx7/8BCx9" Connector 519635	210-5-40-12-610.000 General Supplies	7.59	54912	03/07/25
23395	VILLAGE HARDWARE - WILLIS	02/20/25	WRONG SIZE return 519636	210-5-40-12-610.000 General Supplies	-0.47	54912	03/07/25
23395	VILLAGE HARDWARE - WILLIS	02/25/25	CALCIUM CHLORIDE 50LB 519652	210-5-40-12-600.000 Salt, Sand and Gravel	891.72	54912	03/07/25
23395	VILLAGE HARDWARE - WILLIS	02/27/25	GAL Cleaner/ Degreaser 519667	210-5-40-12-610.000 General Supplies	26.58	54912	03/07/25
23395	VILLAGE HARDWARE - WILLIS	03/03/25	2.8OZ CLR W/D Caulk 519685	210-5-40-12-610.000 General Supplies	9.02	54912	03/07/25
23395	VILLAGE HARDWARE - WILLIS	03/03/25	6-3/4" BLK Pull 519686	210-5-40-12-610.000 General Supplies	18.03	54912	03/07/25
28470	VMERS DB 110800	02/14/25	Payroll Transfer PR-02/14/25	210-2-00-00-210.004 Retirement Payable	20277.65	54913	03/07/25
28470	VMERS DB 110800	02/28/25	Payroll Transfer PR-02/28/25	210-2-00-00-210.004 Retirement Payable	21342.99	54913	03/07/25
80130	VMERS DC 110800	02/28/25	Payroll Transfer PR-02/28/25	210-2-00-00-210.004 Retirement Payable	3423.72	54914	03/07/25

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
29825 VT GAS SYSTEMS	02/20/25	MSP VT Gas March 157875602202	210-5-41-26-621.000 Natural Gas/Heating	524.40	54915	03/07/25
29825 VT GAS SYSTEMS	02/20/25	Service 01/21-02/18/25 24989	210-5-41-23-621.000 Natural Gas/Heating	441.32	54916	03/07/25
29825 VT GAS SYSTEMS	02/20/25	Service 01/21-02/18/25 24989	210-5-40-12-621.000 Natural Gas/Heating	849.40	54916	03/07/25
29825 VT GAS SYSTEMS	02/20/25	Service 01/21-02/18/25 24989	210-5-41-21-621.000 Natural Gas/Heating	1562.56	54916	03/07/25
29825 VT GAS SYSTEMS	02/20/25	Service 01/21-02/18/25 24989	210-5-41-22-621.000 Natural Gas/Heating	1171.77	54916	03/07/25
29825 VT GAS SYSTEMS	02/20/25	Service 01/21-02/18/25 24989	210-5-41-20-621.000 Natural Gas/Heating	320.45	54916	03/07/25
29825 VT GAS SYSTEMS	02/20/25	MSP VT Gas March 810044022025	210-5-41-26-621.000 Natural Gas/Heating	627.03	54917	03/07/25
07565 W B MASON CO INC	02/13/25	Headset 252347947	210-5-16-10-610.000 General Supplies	25.69	54918	03/07/25
07565 W B MASON CO INC	02/21/25	Headset MG 252519324	210-5-16-10-610.000 General Supplies	25.69	54918	03/07/25
07565 W B MASON CO INC	02/24/25	Preschool Maint Supplies 252533958	210-5-30-12-610.000 General Supplies	126.82	54918	03/07/25
07565 W B MASON CO INC	02/25/25	Office Supplies 252581820	210-5-30-10-610.000 General Supplies	79.96	54918	03/07/25
07565 W B MASON CO INC	02/27/25	Preschool Maint Supplies 252640367	210-5-30-12-610.000 General Supplies	190.66	54918	03/07/25
07565 W B MASON CO INC	02/27/25	Maint Supplies 252640462	210-5-30-12-610.000 General Supplies	534.70	54918	03/07/25
23390 WOMEN LEADING GOVERNMENT	02/25/25	WLG Membership 2025 2025Mahony	210-5-10-10-500.000 Training, Conf, Dues	40.00	54919	03/07/25
23390 WOMEN LEADING GOVERNMENT	02/25/25	2025 dues Morris 2025	210-5-13-10-500.000 Training, Conf, Dues	40.00	54919	03/07/25
05020 ESSEX JCT CITY OF	02/19/25	Water and Sewer charges 021925D	210-5-40-12-410.000 Water and Sewer Charges	964.73 E	307	03/07/25
05020 ESSEX JCT CITY OF	02/19/25	Water and Sewer charges 021925D	210-5-40-12-571.000 Streetscape Maintenance	656.53 E	307	03/07/25
05020 ESSEX JCT CITY OF	02/19/25	MSP Main Bldg Water 203862701	210-5-41-26-410.000 Water and Sewer Charges	800.95 E	307	03/07/25
05020 ESSEX JCT CITY OF	02/19/25	MSP Pool Water 203862711	210-5-41-26-410.000 Water and Sewer Charges	535.39 E	307	03/07/25
05020 ESSEX JCT CITY OF	02/19/25	MSP Maint Bldg Water 203862721	210-5-41-26-410.000 Water and Sewer Charges	77.63 E	307	03/07/25
05020 ESSEX JCT CITY OF	02/19/25	Park St Water 203862731	210-5-41-23-410.000 Water and Sewer Charges	277.55 E	307	03/07/25
05020 ESSEX JCT CITY OF	02/19/25	Water Bill 203862741	210-5-41-22-410.000 Water and Sewer Charges	228.65 E	307	03/07/25
05020 ESSEX JCT CITY OF	02/19/25	2 Lincoln Water/Sewer Feb 203862751	210-5-41-20-410.000 Water and Sewer Charges	179.75 E	307	03/07/25
05020 ESSEX JCT CITY OF	02/19/25	2 Lincoln Sprinkler Feb 2 203862761	210-5-41-20-410.000 Water and Sewer Charges	85.28 E	307	03/07/25
05020 ESSEX JCT CITY OF	02/19/25	BL W-WW NOV24-FEB25 203862781	210-5-41-21-410.000 Water and Sewer Charges	209.09 E	307	03/07/25

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
05020	ESSEX JCT CITY OF	02/19/25	Cascade Water 203862861	210-5-41-26-410.000 Water and Sewer Charges	47.38 E	307	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	CEJ-Amtrak FRA Grant 22811 0225	220-5-00-00-890.836 Train Station	487.50	54824	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	EJ-Crescent Connector Pha 22822 0225	230-5-16-10-890.824 Cres. Connector	12761.70	54824	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	EJ-Public Works Facility 24828 0225	230-5-41-10-730.000 Facilities Assessment	5716.55	54824	03/07/25
36240	DUBOIS & KING INC	02/11/25	Crescent Connector Projec 225010	230-5-16-10-890.824 Cres. Connector	1801.31	54826	03/07/25
80200	INSITUFORM TECH, LLC	01/31/25	Pipeline and Manhole Reha 161630-01	230-5-40-13-722.002 Sliplining of Pipes	30000.00	54854	03/07/25
V10462	MONAGHAN SAFAR DUCHAM PL	01/31/25	Legal Jan 2025 Jan 2025	230-5-16-10-890.824 Cres. Connector	308.00	54873	03/07/25
37430	R R CHARLEBOIS INC	02/19/25	New Truck #7 New Truck#7	231-5-40-12-751.008 Dump Truck #7	116961.00	54886	03/07/25
80077	BREADLOAF CONSTRUCTION CO	01/31/25	2 Linc Renov 1/ 2025 23708-7	232-5-41-20-890.832 2 Lincoln Street Renovati	169574.61	54805	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	2 Lincoln Renovation Janu 23803 0225	232-5-41-20-890.832 2 Lincoln Street Renovati	1927.00	54824	03/07/25
40025	E J PRESCOTT INC	02/26/25	PVC SWR PIPE BE SDR35 6450064	232-5-41-20-890.832 2 Lincoln Street Renovati	59.00	54827	03/07/25
26705	JOHN TURNER CONSULTING	02/14/25	2 Lincoln Renovations Jan 2504010-01	232-5-41-20-890.832 2 Lincoln Street Renovati	1065.00	54858	03/07/25
26705	JOHN TURNER CONSULTING	02/19/25	2 Lincoln Renovations Jan 2520003-01	232-5-41-20-890.832 2 Lincoln Street Renovati	1648.04	54858	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	CEJ-Main Street Waterline 21806 0225	254-5-54-70-723.004 Main St Water Line	1580.60	54824	03/07/25
25715	DONALD L. HAMLIN CONSULT	02/24/25	EJ-Iroquois Ave Waterline 24807 0225	254-5-54-70-723.005 Iriquois Ave Water Line	23920.15	54824	03/07/25
40025	E J PRESCOTT INC	02/18/25	REP CLAMP 13601400 6442780	254-5-54-20-433.000 R&M Infrastructure	3054.11	54827	03/07/25
00445	G B MECHANICAL TRUCK CENT	02/14/25	2025 GMC - Sierra 3500HD 28558	254-5-54-70-751.001 Pickup Truck	1156.90	54838	03/07/25
20470	GLOBAL MONTELLO ATT: FLEE	02/28/25	Feb Vehicle Fuel 326981	254-5-54-20-626.000 Gasoline	123.42	54840	03/07/25
07010	GREEN MOUNTAIN POWER CORP	02/12/25	GMP Non Solar 01/10/25-02 021225NS	254-5-54-20-622.000 Electricity	249.92	54844	03/07/25
20365	KEY CHEVROLET BUICK GMC C	01/14/25	New Water Truck #2 10D91029933	254-5-54-70-751.001 Pickup Truck	60904.00	54859	03/07/25
03525	KITTELL BRANAGAN & SARGEN	01/23/25	FY24 audit and misc resea 95667	254-5-54-20-335.000 Audit	1251.79	54860	03/07/25
V10130	LOWE'S BUSINESS ACCOUNT	02/27/25	plywood for new truck 2 36823	254-5-54-70-751.001 Pickup Truck	132.49	54865	03/07/25
03070	MINUTEMAN PRESS	02/28/25	UB MAILING FEB 2025 59804	254-5-54-20-560.000 Postage	1096.21	54871	03/07/25
36130	VERIZON WIRELESS VSAT	02/17/25	Cellular Service February 6106271682	254-5-54-20-530.000 Communications	110.94	54909	03/07/25
29825	VT GAS SYSTEMS	02/20/25	Service 01/21-02/18/25 24989	254-5-54-20-621.000 Natural Gas/Heating	592.82	54916	03/07/25

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05020	ESSEX JCT CITY OF	02/19/25	Water and Sewer charges 021925D	254-5-54-20-410.000 Water and Sewer Charges	47.38 E	307	03/07/25
14685	ALLIANCE GROUP SERV LLC	01/31/25	Tested outputs in control 81940	255-5-55-30-431.000 R&M Buildings	365.00	54798	03/07/25
14685	ALLIANCE GROUP SERV LLC	02/28/25	Prev Maint Contract M2416 83903	255-5-55-30-431.000 R&M Buildings	5925.00	54798	03/07/25
20660	BRENNTAG LUBRICANTS LLC	01/06/25	MOBIL DELVAC XTREME GREAS 742411	255-5-55-30-570.000 Other Purchased Services	242.44	54806	03/07/25
V9533	CCP INDUSTRIES	02/20/25	FLANNEL, RECLAIMED and bla IN05273111	255-5-55-30-610.000 General Supplies	461.13	54811	03/07/25
23455	CHITTENDEN SOLID WASTE DI	01/31/25	JAN25 Biosolids INV21760	255-5-55-30-568.000 Biosolids Subcontractor	15038.61	54816	03/07/25
17895	CLEAN NEST	03/01/25	Cleaning Services Februar 15530	255-5-55-30-330.000 Professional Services	326.00	54818	03/07/25
04940	COMCAST	02/23/25	Internet only March 1-29 03160280225	255-5-55-30-530.000 Communications	174.89	54820	03/07/25
80097	DL THURROTT INC	02/17/25	Aeration Blower 3 control 30489920	255-5-55-30-570.000 Other Purchased Services	6431.25	54822	03/07/25
06870	ENDYNE INC	02/14/25	Constituent Monitoring 521629	255-5-55-30-340.000 Technical Services	50.00	54829	03/07/25
06870	ENDYNE INC	02/18/25	Essex Jct. WWTF TKN Only 521733	255-5-55-30-340.000 Technical Services	35.00	54829	03/07/25
06870	ENDYNE INC	02/27/25	SHT NY Bi-Monthly 522628	255-5-55-30-568.000 Biosolids Subcontractor	410.00	54829	03/07/25
38955	F W WEBB COMPANY	02/20/25	Control room Bath door re 89639370	255-5-55-30-431.000 R&M Buildings	42.74	54831	03/07/25
04640	FASTENAL INDUSTRIAL & CON	03/03/25	Bolts 335612	255-5-55-30-610.000 General Supplies	20.69	54832	03/07/25
29280	FIRST NATIONAL BANK OMAH	02/18/25	WWTF Visa 1/17/25-2/18/25 0481021825	255-5-55-30-435.000 COGEN	7.20	54833	03/07/25
29280	FIRST NATIONAL BANK OMAH	02/18/25	WWTF Visa 1/17/25-2/18/25 0481021825	255-5-55-30-618.000 Laboratory Supplies	22.34	54833	03/07/25
29280	FIRST NATIONAL BANK OMAH	02/18/25	WWTF Visa 1/17/25-2/18/25 0481021825	255-5-55-30-610.000 General Supplies	102.07	54833	03/07/25
29280	FIRST NATIONAL BANK OMAH	02/18/25	WWTF Visa 1/17/25-2/18/25 0481021825	255-5-55-30-505.000 Tech. Subs, Licenses	199.00	54833	03/07/25
20470	GLOBAL MONTELLO ATT: FLEE	02/28/25	Feb Vehicle Fuel 326981	255-5-55-30-626.000 Gasoline	174.75	54840	03/07/25
24785	GRAINGER	02/14/25	UPS backup 9407733592	255-5-55-30-610.000 General Supplies	513.26	54843	03/07/25
24785	GRAINGER	02/17/25	DETENT PIN, PK5 9409997781	255-5-55-30-610.000 General Supplies	13.95	54843	03/07/25
24785	GRAINGER	02/17/25	SAFETY PINS, GRADE 8 B633- 9409997799	255-5-55-30-610.000 General Supplies	15.75	54843	03/07/25
07010	GREEN MOUNTAIN POWER CORP	02/18/25	39 Cascade 1/16/25-2/17/2 0225Cascade	255-5-55-30-622.000 Electricity	11099.74	54845	03/07/25
09050	HACH COMPANY	02/19/25	VOLATILE ACIDS, Phosphoru 14379678	255-5-55-30-618.000 Laboratory Supplies	1480.57	54848	03/07/25
09050	HACH COMPANY	02/21/25	SENSOR CAP REPLACEMNT, 14384463	255-5-55-30-570.000 Other Purchased Services	212.00	54848	03/07/25

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V1093	HOLLAND CO., INC.	02/13/25 Sodium Bisulfite 2065 gal	255-5-55-30-619.000	4894.05	54852	03/07/25
		PI31691	Chemicals			
23980	INTERSTATE BATTERY OF VT	02/14/25 CORE CHG	255-5-55-30-610.000	-62.00	54856	03/07/25
		190320020011	General Supplies			
23980	INTERSTATE BATTERY OF VT	02/14/25 Cogen battery replacement	255-5-55-30-435.000	718.70	54856	03/07/25
		903201020009	COGEN			
03525	KITTELL BRANAGAN & SARGEN	01/23/25 FY24 audit and misc resea	255-5-55-30-335.000	1185.90	54860	03/07/25
		95667	Audit			
80045	MICRONICS ENGINEERED FILT	02/28/25 ROLLER for GBT repaired	255-5-55-30-570.000	5421.42	54868	03/07/25
		F000004053	Other Purchased Services			
V10462	MONAGHAN SAFAR DUCHAM PL	01/31/25 Legal Jan 2025	255-5-55-30-320.000	67.50	54873	03/07/25
		Jan 2025	Legal Services			
19325	OPEN APPROACH INC	01/31/25 Remote Access solution "C	255-5-55-30-735.000	640.00	54874	03/07/25
		25458	Tech: Equip/Hardware			
19325	OPEN APPROACH INC	01/31/25 Fiber Install For New SCA	255-5-55-30-735.000	1035.00	54874	03/07/25
		25468	Tech: Equip/Hardware			
19325	OPEN APPROACH INC	03/01/25 Monthly Billing for March	255-5-55-30-340.000	130.00	54874	03/07/25
		25592	Technical Services			
19325	OPEN APPROACH INC	03/01/25 Connect Wise Control Acce	255-5-55-30-505.000	50.00	54874	03/07/25
		25653	Tech. Subs, Licenses			
03160	P & H SENESAC INC	02/20/25 POLYMER FOR DEWATERING OP	255-5-55-30-568.000	9108.00	54876	03/07/25
		20568	Biosolids Subcontractor			
11695	PIONEER MOTORS & DRIVES,	03/04/25 S1 Clarifier motor new	255-5-55-30-570.000	630.63	54882	03/07/25
		M6497	Other Purchased Services			
80119	PUMP CONTROL SOLUTIONS LL	02/20/25 Calibrate influent flow m	255-5-55-30-570.000	371.50	54885	03/07/25
		1194	Other Purchased Services			
80119	PUMP CONTROL SOLUTIONS LL	02/28/25 Centrifuge tank level iss	255-5-55-30-570.000	120.00	54885	03/07/25
		1201	Other Purchased Services			
V2124	STAPLES ADVANTAGE	03/01/25 Mop supplies	255-5-55-30-610.000	40.05	54899	03/07/25
		6025855392	General Supplies			
V2159	SURPASS CHEMICAL CO INC	02/12/25 Sodium Hydroxide 4935 gal	255-5-55-30-619.000	17162.45	54903	03/07/25
		392794	Chemicals			
02970	USA BLUE BOOK INC	02/18/25 Volumetric Flask; Class A	255-5-55-30-618.000	151.53	54907	03/07/25
		00626875	Laboratory Supplies			
36130	VERIZON WIRELESS VSAT	02/17/25 Cellular Service February	255-5-55-30-530.000	90.90	54909	03/07/25
		6106271682	Communications			
29825	VT GAS SYSTEMS	02/20/25 Service 01/21-02/18/25	255-5-55-30-621.000	3478.77	54916	03/07/25
		24989	Natural Gas/Heating			
07565	W B MASON CO INC	02/14/25 Supplies for office and c	255-5-55-30-610.000	25.64	54918	03/07/25
		252370235	General Supplies			
05020	ESSEX JCT CITY OF	02/19/25 WWTF Water and Sewer char	255-5-55-30-410.000	2233.62 E	307	03/07/25
		021925W	Water and Sewer Charges			
25715	DONALD L. HAMLIN CONSULT	02/24/25 EJ-Sewer Study Phase 1	256-5-56-70-722.006	1628.00	54824	03/07/25
		23808 0225	Collection Sys Capacity S			
25715	DONALD L. HAMLIN CONSULT	02/24/25 West st Flow split	256-5-56-40-434.002	323.75	54824	03/07/25
		25817 0225	West Street PS Costs			
29280	FIRST NATIONAL BANK OMAH	02/18/25 WWTF Visa 1/17/25-2/18/25	256-5-56-40-434.000	674.83	54833	03/07/25
		0481021825	R&M Pump Stations			
20470	GLOBAL MONTELLO ATT: FLEE	02/28/25 Feb Vehicle Fuel	256-5-56-40-626.000	191.55	54840	03/07/25
		326981	Gasoline			

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07010	GREEN MOUNTAIN POWER CORP	02/12/25	GMP Non Solar 01/10/25-02 021225NS	256-5-56-40-622.000 Electricity	675.64	54844	03/07/25
80200	INSITUFORM TECH, LLC	01/31/25	Pipeline and Manhole Reha 161630-01	256-5-56-70-722.001 Manhole Rehab	27370.00	54854	03/07/25
03525	KITTELL BRANAGAN & SARGEN	01/23/25	FY24 audit and misc resea 95667	256-5-56-40-335.000 Audit	658.72	54860	03/07/25
V9454	LENNY'S SHOE & APP	02/13/25	Uniform for Ron Bundy 4055425	256-5-56-40-612.000 Uniforms	90.00	54861	03/07/25
03070	MINUTEMAN PRESS	02/28/25	UB MAILING FEB 2025 59804	256-5-56-40-560.000 Postage	2225.63	54871	03/07/25
19325	OPEN APPROACH INC	03/01/25	Monthly Billing for March 25592	256-5-56-40-340.000 Technical Services	560.00	54874	03/07/25
29825	VT GAS SYSTEMS	02/20/25	Service 01/21-02/18/25 24989	256-5-56-40-434.002 West Street PS Costs	48.55	54916	03/07/25
29825	VT GAS SYSTEMS	02/20/25	Service 01/21-02/18/25 24989	256-5-56-40-621.000 Natural Gas/Heating	233.61	54916	03/07/25
29825	VT GAS SYSTEMS	02/20/25	Service 01/21-02/18/25 24989	256-5-56-40-434.001 Susie Wilson PS Costs	48.55	54916	03/07/25
05020	ESSEX JCT CITY OF	02/19/25	WWTF Water and Sewer char 021925W	256-5-56-40-410.000 Water and Sewer Charges	130.85 E	307	03/07/25
19815	AMAZON CAPITAL SERVICES	02/20/25	PS Supplies 13RNL6KXCKJP	259-5-30-16-610.000 General Supplies	47.96	54800	03/07/25
19815	AMAZON CAPITAL SERVICES	02/28/25	RK Fleming Supplies 19Q4HWLWTQ43	259-5-30-15-610.000 General Supplies	151.87	54800	03/07/25
19815	AMAZON CAPITAL SERVICES	02/24/25	PS Supplies 1CVP9PH93VGM	259-5-30-16-610.000 General Supplies	29.42	54800	03/07/25
19815	AMAZON CAPITAL SERVICES	02/27/25	RK EES Supplies 1GFHNWCNGFHF	259-5-30-15-610.000 General Supplies	44.41	54800	03/07/25
19815	AMAZON CAPITAL SERVICES	02/20/25	Preschool Supplies 1GLD1J736KLK	259-5-30-16-610.000 General Supplies	23.88	54800	03/07/25
19815	AMAZON CAPITAL SERVICES	02/27/25	RK Fleming Supplies 1GQDHYMPKDPK	259-5-30-15-610.000 General Supplies	36.77	54800	03/07/25
19815	AMAZON CAPITAL SERVICES	03/04/25	RK Fleming Supplies 1H4PJ4RV376W	259-5-30-15-610.000 General Supplies	112.24	54800	03/07/25
19815	AMAZON CAPITAL SERVICES	03/02/25	PS Supplies 1JWV4L3KG1F9	259-5-30-16-610.000 General Supplies	233.51	54800	03/07/25
19815	AMAZON CAPITAL SERVICES	02/28/25	Vac Camp Supplies 1Q1CC4CLX13J	259-5-30-15-610.000 General Supplies	129.98	54800	03/07/25
19815	AMAZON CAPITAL SERVICES	02/27/25	RK Floor Hockey 1QT3XGPH64F	259-5-30-15-610.000 General Supplies	39.98	54800	03/07/25
19815	AMAZON CAPITAL SERVICES	03/03/25	RK FMS Supplies 1TYRLY4M49PX	259-5-30-15-610.000 General Supplies	29.28	54800	03/07/25
20680	EPIC DRIVING LLC	02/21/25	Drivers Ed March 477	259-5-30-14-330.000 Professional Services	15750.00	54830	03/07/25
25590	FUN EXPRESS LLC	02/17/25	Egg Hunt Supplies 73605787501	259-5-30-14-610.000 General Supplies	494.61	54837	03/07/25
20470	GLOBAL MONTELLO ATT: FLEE	02/28/25	Feb Vehicle Fuel 326981	259-5-30-15-626.000 Gasoline	149.94	54840	03/07/25
11260	GOLD STAR DOG TRAINING	02/15/25	Dog Classes March 121	259-5-30-14-330.000 Professional Services	2936.00	54841	03/07/25

03/07/25

## City of Essex Junction Accounts Payable

Page 14 of 15

12:11 pm

Check Warrant Report # 24070 Current Prior Next FY Invoices For Fund (GENERAL FUND)

CDeLibac

For Check Acct 01 (GENERAL FUND) All check #s 03/07/25 To 03/07/25

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
25035	LIQUID STUDIO	02/20/25	Swim Brochure Design 25110	259-5-30-10-330.000 Professional Services	2135.00	54863	03/07/25
29425	PERFORMANCE FOOD 24793-EJ	02/24/25	Vac Camp Snack 335849	259-5-30-15-610.000 General Supplies	314.03	54879	03/07/25
29425	PERFORMANCE FOOD 24793-EJ	02/24/25	Vac Camp Snack 336760	259-5-30-15-610.000 General Supplies	97.53	54879	03/07/25
29425	PERFORMANCE FOOD 24793-EJ	02/19/25	RK Fleming Snack 337102	259-5-30-15-610.000 General Supplies	100.08	54879	03/07/25
29425	PERFORMANCE FOOD 24793-EJ	02/24/25	Vac Camp Snack 337908	259-5-30-15-610.000 General Supplies	111.97	54879	03/07/25
29425	PERFORMANCE FOOD 24793-EJ	02/24/25	Vac Camp Snack 337910	259-5-30-15-610.000 General Supplies	176.52	54879	03/07/25
29425	PERFORMANCE FOOD 24793-EJ	02/24/25	Vac Camp Snack 337917	259-5-30-15-610.000 General Supplies	176.52	54879	03/07/25
29425	PERFORMANCE FOOD 24793-EJ	02/24/25	Vac Camp Snack 338861	259-5-30-15-610.000 General Supplies	342.10	54879	03/07/25
29425	PERFORMANCE FOOD 24793-EJ	02/25/25	Vac Camp Snack 339533	259-5-30-15-610.000 General Supplies	59.76	54879	03/07/25
29425	PERFORMANCE FOOD 24793-EJ	03/04/25	RK Fleming Snack 343534	259-5-30-15-610.000 General Supplies	109.43	54879	03/07/25
10435	SCREENMYLOGO.COM	02/04/25	EJRP Logo 21292	259-5-30-14-610.000 General Supplies	264.98	54894	03/07/25
10435	SCREENMYLOGO.COM	02/24/25	Barcomb League Shirts 21331	259-5-30-14-610.000 General Supplies	582.00	54894	03/07/25
17675	SMUGGLERS NOTCH RESORT	02/26/25	Vac Camp 2/26 022625D	259-5-30-15-330.000 Professional Services	520.00	54897	03/07/25
23495	STUDENT TRANSPORTATION OF	02/27/25	Vac Camp Bus 2/25 70292005	259-5-30-15-580.000 Travel	444.19	54901	03/07/25
23495	STUDENT TRANSPORTATION OF	02/27/25	Vac Camp Bus 2/26 70292006	259-5-30-15-580.000 Travel	656.63	54901	03/07/25
23495	STUDENT TRANSPORTATION OF	02/27/25	Vac Camp Bus 2/25 70292007	259-5-30-15-580.000 Travel	405.56	54901	03/07/25
23495	STUDENT TRANSPORTATION OF	02/28/25	Vac Camp Bus 2/24 70293257	259-5-30-15-580.000 Travel	1815.38	54901	03/07/25
27970	THE PORTABLE MINI GOLF CO	03/04/25	RK MSP EES 3/19 000417	259-5-30-15-330.000 Professional Services	400.00	54904	03/07/25
20340	THE SWIMMING HOLE	03/03/25	Vac Camp 2/27 030325D	259-5-30-15-330.000 Professional Services	798.00	54905	03/07/25
20340	THE SWIMMING HOLE	03/03/25	Vac Camp 2/28 030325D1	259-5-30-15-330.000 Professional Services	684.00	54905	03/07/25
36130	VERIZON WIRELESS VSAT	02/17/25	Cellular Service February 6106271682	259-5-30-16-530.000 Communications	40.44	54909	03/07/25
05020	ESSEX JCT CITY OF	02/19/25	West St Garden Water 203862791	259-5-30-14-410.000 Water and Sewer Charges	161.09 E	307	03/07/25

03/07/25

City of Essex Junction Accounts Payable

Page 15 of 15

12:11 pm

Check Warrant Report # 24070 Current Prior Next FY Invoices For Fund (GENERAL FUND)

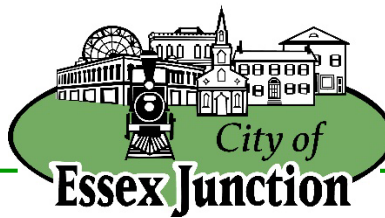
CDeLibac

For Check Acct 01 (GENERAL FUND) All check #s 03/07/25 To 03/07/25

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
				-----		
Report Total				848419.70		
				=====		

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 \$ \*\*\*848,419.70  
Let this be your order for the payments of these amounts.

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## 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:** March 12, 2025  
**Subject:** February 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 2/28/25 therefore the year to date actuals are for the period 7/1/24-2/28/25, and the month actuals are for the month of February.

While we will continue to receive February invoices over the coming weeks, we are about 67% of the way through the fiscal year. The General Fund revenue is just under 98% of budget or \$11,739,822 and expenditures are just over 62% of budget or \$7,513,521.

The Water Fund operating revenue is just under 76% of budget or \$742,811 and operating expenditures are just over 60% of budget or \$1,093,533. The Wastewater Fund operating revenue is just under 76% of budget or \$2,261,290 and operating expenditures are just over 59% of budget or \$1,763,543. The Sanitation Fund operating revenue is just under 80% of budget or \$779,091 and operating expenditures are just over 71% of budget or \$540,764. Utility bills were prepared at the end of February and are included in these reports.

There are currently 168 delinquent utility accounts with balances totaling \$36,769. There are currently no properties with water shut off.

The EJRP Program Fund revenue is just under 65% of budget or \$2,426,798 and expenditures are just under 72% of budget or \$2,748,453.

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	10,931,021.62	179,324.38	98.39%	0.00
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	143,168.25	47,722.75	75.00%	0.00
210-4-00-00-020.055 Admin Fee - WWTF	95,446.00	71,584.50	23,861.50	75.00%	0.00
210-4-00-00-020.056 Admin Fee - Sanitation	190,891.00	143,168.25	47,722.75	75.00%	0.00
210-4-00-00-020.059 Admin Fee - EJRP PF	45,000.00	33,750.00	11,250.00	75.00%	0.00
210-4-00-00-030.009 Cannabis Control	0.00	600.00	-600.00	100.00%	600.00
210-4-00-00-042.001 PILOT Revenue	8,000.00	16,646.20	-8,646.20	208.08%	0.00
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	3,469.00	-33.00	100.96%	3,469.00
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	63,661.10	-61,161.10	2,546.44%	29.94
210-4-00-00-080.001 State District Court Fine	4,500.00	3,243.00	1,257.00	72.07%	430.50
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	13,789.36	-5,789.36	172.37%	1,486.15
210-4-00-00-098.000 Misc Revenue	1,500.00	8,153.75	-6,653.75	543.58%	3,005.68
<b>Total General Revenues</b>	<b>11,743,010.00</b>	<b>11,517,942.97</b>	<b>225,067.03</b>	<b>98.08%</b>	<b>9,021.27</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	44.00	6.00	88.00%	0.00
210-4-12-10-020.004 Recording Fees	55,000.00	33,485.00	21,515.00	60.88%	2,651.00
210-4-12-10-020.010 Printing and Duplication	4,000.00	266.05	3,733.95	6.65%	11.00
210-4-12-10-020.011 Online Land Records	0.00	285.25	-285.25	100.00%	52.50
210-4-12-10-020.013 Sale of Certified Copy	6,000.00	920.00	5,080.00	15.33%	70.00
210-4-12-10-020.023 Records Preservation	0.00	12,151.00	-12,151.00	100.00%	964.00
210-4-12-10-030.001 Liquor Licenses	2,875.00	510.00	2,365.00	17.74%	115.00
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	375.00	255.00	59.52%	15.00
210-4-12-10-030.004 Animal Licenses	2,700.00	1,368.00	1,332.00	50.67%	386.00
210-4-12-10-030.005 Green Mountain Passport	100.00	94.00	6.00	94.00%	0.00
210-4-12-10-030.006 DMV Registrations	99.00	21.00	78.00	21.21%	0.00
<b>Total Clerk Revenue</b>	<b>71,464.00</b>	<b>49,524.30</b>	<b>21,939.70</b>	<b>69.30%</b>	<b>4,264.50</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	30,985.00	16,015.00	65.93%	2,900.00
<b>Total ComDev Revenues</b>	<b>47,000.00</b>	<b>30,985.00</b>	<b>16,015.00</b>	<b>65.93%</b>	<b>2,900.00</b>

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>210-4-17 EconDev Revenues</b>					
<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 EJRP 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 EJRP 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>					
210-4-35-10-040.000 Federal Grant Revenue	0.00	683.80	-683.80	100.00%	0.00
210-4-35-10-041.000 State and Other Grant Rev	0.00	3,300.00	-3,300.00	100.00%	0.00
210-4-35-10-098.000 Misc Revenue	650.00	607.40	42.60	93.45%	115.00
<b>Total Library Revenues</b>	<b>650.00</b>	<b>4,591.20</b>	<b>-3,941.20</b>	<b>706.34%</b>	<b>115.00</b>
<b>210-4-40 PW Revenues</b>					
210-4-40-12-020.017 EV Charger	0.00	1,363.49	-1,363.49	100.00%	1,363.49
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	1,940.90	559.10	77.64%	0.00
<b>Total PW Revenues</b>	<b>132,500.00</b>	<b>132,014.04</b>	<b>485.96</b>	<b>99.63%</b>	<b>1,363.49</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	1,951.99	-1,951.99	100.00%	0.00
210-4-90-00-640.201 Adult Collection replacem	0.00	668.95	-668.95	100.00%	143.00
210-4-90-00-640.202 Juvenile Collection repl	0.00	644.00	-644.00	100.00%	72.00
<b>Total Other Sources and Uses</b>	<b>0.00</b>	<b>3,264.94</b>	<b>-3,264.94</b>	<b>100.00%</b>	<b>215.00</b>
<b>Total Revenue</b>	<b>12,004,124.00</b>	<b>11,739,822.45</b>	<b>264,301.55</b>	<b>97.80%</b>	<b>17,879.26</b>
<b>Total Revenues</b>	<b>12,004,124.00</b>	<b>11,739,822.45</b>	<b>264,301.55</b>	<b>97.80%</b>	<b>17,879.26</b>
<b>210-5-10-10 Administration</b>					
210-5-10-10-110.000 Regular Salaries	356,253.00	228,706.70	127,546.30	64.20%	26,828.36
210-5-10-10-210.000 Group Insurance	115,354.00	65,682.81	49,671.19	56.94%	13,776.11
210-5-10-10-220.000 Social Security	27,438.00	17,855.01	9,582.99	65.07%	2,060.62
210-5-10-10-225.000 Act 76 Childcare Tax	1,184.00	747.02	436.98	63.09%	78.09

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-10-10-230.000 Retirement	31,295.00	20,113.09	11,181.91	64.27%	2,411.92
210-5-10-10-290.000 Other Employee Benefits	5,978.00	350.00	5,628.00	5.85%	0.00
210-5-10-10-320.000 Legal Services	45,000.00	17,051.00	27,949.00	37.89%	1,537.50
210-5-10-10-330.000 Professional Services	8,031.00	900.15	7,130.85	11.21%	68.35
210-5-10-10-442.000 Rental Vehicles/Equip	6,717.00	2,105.64	4,611.36	31.35%	736.89
210-5-10-10-500.000 Training, Conf, Dues	10,982.00	5,936.53	5,045.47	54.06%	474.00
210-5-10-10-505.000 Tech. Subs, Licenses	15,851.00	14,956.60	894.40	94.36%	738.98
210-5-10-10-530.000 Communications	3,408.00	3,144.74	263.26	92.28%	58.43
210-5-10-10-540.000 Advertising	29,530.00	8,252.40	21,277.60	27.95%	228.84
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	6,711.51	2,598.49	72.09%	1,009.75
210-5-10-10-580.000 Travel	2,000.00	34.95	1,965.05	1.75%	0.00
210-5-10-10-610.000 General Supplies	5,000.00	1,205.01	3,794.99	24.10%	128.73
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%	0.00
210-5-10-10-850.000 Community Events and Cele	500.00	500.00	0.00	100.00%	0.00
<b>Total Administration</b>	<b>688,831.00</b>	<b>395,760.25</b>	<b>293,070.75</b>	<b>57.45%</b>	<b>50,136.57</b>
<b>210-5-11-10 Legislative</b>					
210-5-11-10-190.000 Board Member Payments	13,800.00	750.00	13,050.00	5.43%	300.00
210-5-11-10-190.001 City Council Payments	12,500.00	6,250.00	6,250.00	50.00%	0.00
210-5-11-10-220.000 Social Security	956.00	478.10	477.90	50.01%	0.00
210-5-11-10-225.000 Act 76 Childcare Tax	41.00	20.60	20.40	50.24%	0.00
210-5-11-10-330.000 Professtional Services	33,608.00	15,919.00	17,689.00	47.37%	360.00
210-5-11-10-500.000 Training, Conferences, Du	17,563.00	15,947.50	1,615.50	90.80%	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	539.68	1,535.32	26.01%	0.00
210-5-11-10-831.000 Special or New Programs	20,000.00	5,322.64	14,677.36	26.61%	3,142.64
<b>Total Legislative</b>	<b>102,243.00</b>	<b>45,227.52</b>	<b>57,015.48</b>	<b>44.24%</b>	<b>3,802.64</b>
<b>210-5-12-10 Clerk</b>					
210-5-12-10-110.000 Regular Salaries	157,132.00	109,268.33	47,863.67	69.54%	11,214.41
210-5-12-10-120.000 Part Time Salaries	7,426.00	2,136.25	5,289.75	28.77%	0.00
210-5-12-10-130.000 Overtime	453.00	485.37	-32.37	107.15%	0.00
210-5-12-10-210.000 Group Insurance	30,302.00	32,862.07	-2,560.07	108.45%	7,415.49
210-5-12-10-220.000 Social Security	12,919.00	8,540.45	4,378.55	66.11%	880.32
210-5-12-10-225.000 Act 76 Childcare Tax	557.00	368.40	188.60	66.14%	35.11
210-5-12-10-230.000 Retirement	15,396.00	10,491.29	4,904.71	68.14%	1,103.40
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	138.00	54.00	71.88%	90.00
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	1,764.04	1,235.96	58.80%	235.00
210-5-12-10-505.000 Tech. Subs Licenses	4,200.00	2,499.00	1,701.00	59.50%	0.00
210-5-12-10-550.000 Printing and Binding	1,500.00	574.35	925.65	38.29%	0.00
210-5-12-10-560.000 Postage	500.00	307.19	192.81	61.44%	0.00
210-5-12-10-580.000 Travel	500.00	394.18	105.82	78.84%	0.00
210-5-12-10-610.000 General Supplies	3,776.00	2,337.28	1,438.72	61.90%	833.03

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-12-10-735.000 Tech: Equip/Hardware	2,000.00	24.00	1,976.00	1.20%	0.00
210-5-12-10-820.000 Elections	15,867.00	733.53	15,133.47	4.62%	0.00
<b>Total Clerk</b>	<b>236,470.00</b>	<b>172,923.73</b>	<b>83,546.27</b>	<b>67.42%</b>	<b>21,806.76</b>
<b>210-5-13-10 Finance</b>					
210-5-13-10-110.000 Regular Salaries	287,174.00	183,847.98	103,326.02	64.02%	21,668.32
210-5-13-10-190.000 Board Member Payments	1,400.00	100.00	1,300.00	7.14%	0.00
210-5-13-10-210.000 Group Insurance	57,813.00	29,261.15	28,551.85	50.61%	4,679.41
210-5-13-10-220.000 Social Security	23,190.00	15,360.06	7,829.94	66.24%	1,874.24
210-5-13-10-225.000 Act 76 Childcare Tax	1,000.00	640.12	359.88	64.01%	72.96
210-5-13-10-230.000 Retirement	27,366.00	17,665.09	9,700.91	64.55%	2,142.16
210-5-13-10-250.000 Unemployment Insurance	3,834.00	2,680.99	1,153.01	69.93%	0.00
210-5-13-10-260.000 Workers Comp Insurance	21,182.00	14,715.71	6,466.29	69.47%	0.00
210-5-13-10-290.000 Other Employee Benefits	1,400.00	700.00	700.00	50.00%	0.00
210-5-13-10-330.000 Professional Services	14,310.00	7,029.93	7,280.07	49.13%	445.00
210-5-13-10-335.000 Audit	14,453.00	16,956.81	-2,503.81	117.32%	2,503.59
210-5-13-10-500.000 Training, Conf, Dues	1,758.00	165.00	1,593.00	9.39%	60.00
210-5-13-10-505.000 Tech. Subs, Licenses	21,999.00	13,077.27	8,921.73	59.44%	27.99
210-5-13-10-520.000 PACIF Insurance	103,615.00	43,867.46	59,747.54	42.34%	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	53.51	1,086.49	4.69%	0.00
210-5-13-10-610.000 General Supplies	800.00	104.54	695.46	13.07%	0.00
<b>Total Finance</b>	<b>589,117.00</b>	<b>350,907.02</b>	<b>238,209.98</b>	<b>59.56%</b>	<b>33,473.67</b>
<b>210-5-14-10 Information Technology</b>					
210-5-14-10-330.000 Professional Services	118,981.00	71,937.13	47,043.87	60.46%	8,797.68
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	46,564.07	16,461.93	73.88%	5,458.36
210-5-14-10-735.000 Tech: Equip/Hardware	41,604.00	8,308.76	33,295.24	19.97%	39.96
<b>Total Information Technology</b>	<b>228,611.00</b>	<b>126,809.96</b>	<b>101,801.04</b>	<b>55.47%</b>	<b>14,296.00</b>
<b>210-5-15-10 Assessing</b>					
210-5-15-10-330.000 Professional Services	89,068.00	44,535.32	44,532.68	50.00%	0.00
210-5-15-10-505.000 Tech. Subs, Licenses	500.00	1,035.00	-535.00	207.00%	0.00
<b>Total Assessing</b>	<b>89,568.00</b>	<b>45,570.32</b>	<b>43,997.68</b>	<b>50.88%</b>	<b>0.00</b>
<b>210-5-16-10 Community Development</b>					
210-5-16-10-110.000 Regular Salaries	223,763.00	144,294.47	79,468.53	64.49%	16,699.02
210-5-16-10-190.000 Board member Payments	14,400.00	4,500.00	9,900.00	31.25%	0.00
210-5-16-10-210.000 Group Insurance	33,625.00	34,965.18	-1,340.18	103.99%	9,046.15
210-5-16-10-220.000 Social Security	18,142.00	11,636.85	6,505.15	64.14%	1,332.27
210-5-16-10-225.000 Act 76 Childcare Tax	783.00	460.52	322.48	58.81%	49.96
210-5-16-10-230.000 Retirement	21,347.00	11,824.67	9,522.33	55.39%	1,406.35
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	6,278.40	10,699.60	36.98%	549.00

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-16-10-330.000 Professional Services	25,780.00	6,513.72	19,266.28	25.27%	132.00
210-5-16-10-500.000 Training, Conf, Dues	5,890.00	3,266.99	2,623.01	55.47%	919.00
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	747.76	2,902.24	20.49%	277.16
210-5-16-10-550.000 Printing and Binding	1,000.00	555.60	444.40	55.56%	60.00
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	1,834.33	6,565.67	21.84%	492.76
210-5-16-10-610.000 General Supplies	3,000.00	39.15	2,960.85	1.31%	0.00
210-5-16-10-810.111 BWAC	10,000.00	5,857.85	4,142.15	58.58%	5,857.85
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>233,125.49</b>	<b>162,952.51</b>	<b>58.86%</b>	<b>36,821.52</b>
<b>210-5-17-10 Economic Development</b>					
210-5-17-10-850.000 Community Events and Cele	0.00	28.35	-28.35	100.00%	0.00
<b>Total Economic Development</b>	<b>0.00</b>	<b>28.35</b>	<b>-28.35</b>	<b>100.00%</b>	<b>0.00</b>
<b>210-5-18-10 Health &amp; Human Services</b>					
210-5-18-10-800.106 Essex Rescue	196,338.00	196,338.00	0.00	100.00%	196,338.00
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	1,420,509.68	1,420,513.32	50.00%	0.00
<b>Total Health &amp; Human Services</b>	<b>3,057,361.00</b>	<b>1,636,847.68</b>	<b>1,420,513.32</b>	<b>53.54%</b>	<b>196,338.00</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	249,615.00	0.00	100.00%	83,205.00
210-5-19-10-800.103 County Tax	58,604.00	34,185.67	24,418.33	58.33%	0.00
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%	0.00
<b>Total County &amp; Regional Functio</b>	<b>354,376.00</b>	<b>329,957.67</b>	<b>24,418.33</b>	<b>93.11%</b>	<b>83,205.00</b>
<b>210-5-25-10 Fire</b>					
210-5-25-10-120.000 Part Time Salaries	302,400.00	184,343.51	118,056.49	60.96%	22,223.02
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	14,133.00	9,001.00	61.09%	1,700.08
210-5-25-10-225.000 Act 76 Childcare Tax	998.00	631.82	366.18	63.31%	73.21
210-5-25-10-260.000 Workers Comp Insurance	20,000.00	6,516.75	13,483.25	32.58%	0.00
210-5-25-10-290.000 Other Employee Benefits	1,000.00	648.00	352.00	64.80%	0.00
210-5-25-10-330.000 Professional Services	7,000.00	4,491.00	2,509.00	64.16%	715.00
210-5-25-10-430.000 R&M Vehicles & Equipment	26,000.00	53,468.92	-27,468.92	205.65%	46,911.23
210-5-25-10-500.000 Training, Conf, Dues	7,000.00	840.60	6,159.40	12.01%	22.40
210-5-25-10-505.000 Tech. Subs, Licenses	8,000.00	7,082.27	917.73	88.53%	234.84
210-5-25-10-530.000 Communications	3,361.00	906.11	2,454.89	26.96%	100.06
210-5-25-10-570.000 Other Purchased Services	11,000.00	15,216.84	-4,216.84	138.33%	0.00
210-5-25-10-610.000 General Supplies	4,000.00	2,856.20	1,143.80	71.41%	448.26
210-5-25-10-611.000 Small Tools and Equipment	45,000.00	18,343.45	26,656.55	40.76%	0.00

## GENERAL FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-25-10-612.000 Uniforms	32,000.00	17,379.50	14,620.50	54.31%	13,252.27
210-5-25-10-613.000 Program Supplies	7,500.00	6,088.84	1,411.16	81.18%	2,212.63
210-5-25-10-626.000 Gasoline	6,500.00	2,877.78	3,622.22	44.27%	473.48
210-5-25-10-750.000 Machinery & Equipment	22,000.00	3,569.34	18,430.66	16.22%	783.35
<b>Total Fire</b>	<b>530,293.00</b>	<b>341,857.93</b>	<b>188,435.07</b>	<b>64.47%</b>	<b>89,149.83</b>
<b>210-5-30-10 EJRP Administration</b>					
210-5-30-10-110.000 Regular Salaries	461,786.00	297,589.61	164,196.39	64.44%	35,099.02
210-5-30-10-120.000 Part Time Salaries	0.00	4,102.55	-4,102.55	100.00%	1,050.00
210-5-30-10-210.000 Group Insurance	189,293.00	149,277.58	40,015.42	78.86%	39,619.70
210-5-30-10-220.000 Social Security	35,603.00	22,979.49	12,623.51	64.54%	2,715.03
210-5-30-10-225.000 Act 76 Childcare Tax	1,536.00	901.49	634.51	58.69%	99.19
210-5-30-10-230.000 Retirement	40,590.00	22,901.99	17,688.01	56.42%	2,686.06
210-5-30-10-290.000 Other Employee Benefits	2,100.00	1,750.00	350.00	83.33%	0.00
210-5-30-10-330.000 Professional Services	21,424.00	6,449.00	14,975.00	30.10%	2,549.00
210-5-30-10-442.000 Rental Vehicles/Equip	1,776.00	1,195.20	580.80	67.30%	149.40
210-5-30-10-500.000 Training, Conf, Dues	3,155.00	1,738.33	1,416.67	55.10%	0.00
210-5-30-10-505.000 Tech. Subs, Licenses	0.00	11,701.12	-11,701.12	100.00%	0.00
210-5-30-10-530.000 Communications	2,640.00	1,616.00	1,024.00	61.21%	180.00
210-5-30-10-540.000 Advertising	0.00	12.00	-12.00	100.00%	0.00
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	5,912.83	9,087.17	39.42%	570.86
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>538,207.80</b>	<b>258,395.20</b>	<b>67.56%</b>	<b>84,718.26</b>
<b>210-5-30-12 EJRP Parks and Facilities</b>					
210-5-30-12-110.000 Regular Salaries	143,767.00	111,174.13	32,592.87	77.33%	5,976.92
210-5-30-12-120.000 Part Time Salaries	56,341.00	39,024.28	17,316.72	69.26%	0.00
210-5-30-12-130.000 Overtime	0.00	646.30	-646.30	100.00%	0.00
210-5-30-12-210.000 Group Insurance	40,769.00	26,467.97	14,301.03	64.92%	6,574.84
210-5-30-12-220.000 Social Security	15,400.00	11,503.68	3,896.32	74.70%	449.68
210-5-30-12-225.000 Act 76 Childcare Tax	664.00	523.11	140.89	78.78%	17.18
210-5-30-12-230.000 Retirement	14,447.00	10,867.08	3,579.92	75.22%	557.68
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	15,770.98	-3,167.98	125.14%	1,331.20
210-5-30-12-431.000 R&M Buildings & Grounds	12,013.00	5,997.15	6,015.85	49.92%	89.18
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	270.00	1,050.00	20.45%	45.00
210-5-30-12-610.000 General Supplies	30,000.00	21,140.48	8,859.52	70.47%	619.73
210-5-30-12-626.000 Gasoline	1,500.00	2,058.26	-558.26	137.22%	225.32
<b>Total EJRP Parks and Facilities</b>	<b>334,949.00</b>	<b>246,178.88</b>	<b>88,770.12</b>	<b>73.50%</b>	<b>15,886.73</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%	0.00

Account	Budget				
	Budget	Actual	Balance	% of Budget	Pd to Date
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	198.13	-198.13	100.00%	26.63
210-5-30-13-610.000 General Supplies	0.00	283.40	-283.40	100.00%	0.00
<b>Total Adult Programs</b>	<b>0.00</b>	<b>3,073.48</b>	<b>-3,073.48</b>	<b>100.00%</b>	<b>26.63</b>
<b>210-5-35-10 Brownell Library</b>					
210-5-35-10-110.000 Regular Salaries	458,449.00	293,002.87	165,446.13	63.91%	35,195.50
210-5-35-10-120.000 Part Time Salaries	146,548.00	85,868.72	60,679.28	58.59%	10,881.50
210-5-35-10-190.000 Board Member Payments	5,500.00	600.00	4,900.00	10.91%	100.00
210-5-35-10-210.000 Group Insurance	158,376.00	120,910.11	37,465.89	76.34%	29,409.67
210-5-35-10-220.000 Social Security	46,605.00	28,455.77	18,149.23	61.06%	3,491.04
210-5-35-10-225.000 Act 76 Childcare Tax	2,010.00	1,255.54	754.46	62.46%	143.12
210-5-35-10-230.000 Retirement	48,190.00	29,285.05	18,904.95	60.77%	3,273.34
210-5-35-10-290.000 Other Employee Benefits	2,450.00	700.00	1,750.00	28.57%	0.00
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	2,624.00	1,277.00	67.26%	328.00
210-5-35-10-500.000 Training, Conf, Dues	6,500.00	4,199.18	2,300.82	64.60%	0.00
210-5-35-10-505.000 Tech. Subs, Licenses	13,500.00	9,993.82	3,506.18	74.03%	0.00
210-5-35-10-530.000 Communications	2,640.00	1,560.00	1,080.00	59.09%	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	1,206.39	1,793.61	40.21%	6.48
210-5-35-10-610.000 General Supplies	12,200.00	6,146.62	6,053.38	50.38%	397.47
210-5-35-10-640.201 Adult Collection	52,000.00	28,250.06	23,749.94	54.33%	3,628.65
210-5-35-10-640.202 Juvenile Collection	26,000.00	14,512.01	11,487.99	55.82%	946.43
210-5-35-10-735.000 Tech: Equip/Hardware	9,000.00	1,549.58	7,450.42	17.22%	0.00
210-5-35-10-755.000 Furniture & Fixtures	8,000.00	883.30	7,116.70	11.04%	0.00
210-5-35-10-840.201 Adult Programs	2,000.00	718.67	1,281.33	35.93%	48.85
210-5-35-10-840.202 Childrens Programs	4,500.00	3,473.97	1,026.03	77.20%	305.82
210-5-35-10-845.000 Employee/Volunteer Recogn	1,500.00	589.28	910.72	39.29%	228.00
210-5-35-10-890.000 Federal Grant Expenditure	0.00	683.80	-683.80	100.00%	234.54
210-5-35-10-895.000 State and Other Grant Exp	0.00	3,300.00	-3,300.00	100.00%	0.00
<b>Total Brownell Library</b>	<b>1,016,569.00</b>	<b>640,828.74</b>	<b>375,740.26</b>	<b>63.04%</b>	<b>88,798.41</b>
<b>210-5-40-12 Highways</b>					
210-5-40-12-110.000 Regular Salaries	247,092.00	144,474.93	102,617.07	58.47%	19,155.60
210-5-40-12-120.000 Part Time Salaries	28,323.00	13,388.45	14,934.55	47.27%	2,845.00
210-5-40-12-130.000 Overtime	28,237.00	10,218.23	18,018.77	36.19%	2,302.46
210-5-40-12-190.000 Board Member Payments	3,000.00	350.00	2,650.00	11.67%	50.00
210-5-40-12-210.000 Group Insurance	135,833.00	92,436.63	43,396.37	68.05%	16,388.76
210-5-40-12-220.000 Social Security	23,615.00	12,903.11	10,711.89	54.64%	1,837.62
210-5-40-12-225.000 Act 76 Childcare Tax	1,019.00	498.03	520.97	48.87%	68.18
210-5-40-12-230.000 Retirement	24,809.00	13,468.70	11,340.30	54.29%	1,873.58
210-5-40-12-250.000 Unemployment Insurance	432.00	285.37	146.63	66.06%	0.00
210-5-40-12-260.000 Workers Comp Insurance	12,600.00	7,904.36	4,695.64	62.73%	0.00
210-5-40-12-290.000 Other Employee Benefits	1,400.00	700.00	700.00	50.00%	0.00
210-5-40-12-330.000 Professional Services	20,000.00	12,464.61	7,535.39	62.32%	3,231.25
210-5-40-12-410.000 Water and Sewer Charges	3,500.00	964.68	2,535.32	27.56%	0.00
210-5-40-12-422.000 Snow Removal	21,000.00	12,903.15	8,096.85	61.44%	7,975.65

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-40-12-425.000 Trash Removal	9,500.00	7,531.59	1,968.41	79.28%	1,791.04
210-5-40-12-430.000 R&M Vehicles & Equipment	100,000.00	124,010.36	-24,010.36	124.01%	19,196.98
210-5-40-12-431.000 R&M Buildings & Grounds	10,000.00	2,080.52	7,919.48	20.81%	231.85
210-5-40-12-441.000 Rental Land/Buildings	13,000.00	10,182.62	2,817.38	78.33%	2,230.00
210-5-40-12-442.000 Rental Vehicles/Equip	3,864.00	714.80	3,149.20	18.50%	70.40
210-5-40-12-451.000 Summer Construction Servi	300,000.00	188,883.32	111,116.68	62.96%	0.00
210-5-40-12-500.000 Training, Conf, Dues	3,500.00	143.88	3,356.12	4.11%	24.00
210-5-40-12-505.000 Tech. Subs, Licenses	0.00	7,006.36	-7,006.36	100.00%	151.60
210-5-40-12-520.000 PACIF Insurance	17,800.00	8,107.04	9,692.96	45.55%	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	2,450.18	2,049.82	54.45%	517.98
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	12,066.98	7,933.02	60.33%	0.00
210-5-40-12-572.000 Traffic Control	33,000.00	13,860.05	19,139.95	42.00%	994.50
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	144,679.21	20,320.79	87.68%	82,132.09
210-5-40-12-605.000 Summer Construction Suppl	45,000.00	9,737.92	35,262.08	21.64%	0.00
210-5-40-12-609.000 Safety Supplies	3,000.00	684.29	2,315.71	22.81%	147.50
210-5-40-12-610.000 General Supplies	35,000.00	20,181.03	14,818.97	57.66%	5,685.99
210-5-40-12-610.200 Streetlight Supplies	15,000.00	9,027.90	5,972.10	60.19%	368.00
210-5-40-12-612.000 Uniforms	2,700.00	3,527.72	-827.72	130.66%	869.97
210-5-40-12-621.000 Natural Gas/Heating	4,200.00	1,813.38	2,386.62	43.18%	897.50
210-5-40-12-622.000 Electricity	4,500.00	9,573.16	-5,073.16	212.74%	1,328.60
210-5-40-12-622.200 Streetlight Electricity	138,000.00	86,197.01	51,802.99	62.46%	13,817.80
210-5-40-12-626.000 Gasoline	50,000.00	18,658.73	31,341.27	37.32%	4,661.44
210-5-40-12-735.000 Tech: Equip/Hardware	0.00	1,816.56	-1,816.56	100.00%	0.00
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	2,196.00	7,804.00	21.96%	0.00
210-5-40-12-890.834 Emerald Ash Borer	0.00	2,880.00	-2,880.00	100.00%	1,845.00
<b>Total Highways</b>	<b>1,552,924.00</b>	<b>1,010,970.86</b>	<b>541,953.14</b>	<b>65.10%</b>	<b>192,690.34</b>
<b>210-5-40-13 Stormwater</b>					
210-5-40-13-110.000 Regular Salaries	32,814.00	21,526.25	11,287.75	65.60%	2,536.38
210-5-40-13-120.000 Part Time Salaries	17,760.00	9,666.25	8,093.75	54.43%	0.00
210-5-40-13-210.000 Group Insurance	9,040.00	5,853.22	3,186.78	64.75%	1,409.06
210-5-40-13-220.000 Social Security	3,875.00	2,324.44	1,550.56	59.99%	186.60
210-5-40-13-225.000 Act 76 Childcare Tax	167.00	107.25	59.75	64.22%	7.10
210-5-40-13-230.000 Retirement	2,871.00	1,889.32	981.68	65.81%	221.93
210-5-40-13-250.000 Unemployment Insurance	7.00	24.81	-17.81	354.43%	0.00
210-5-40-13-260.000 Workers Comp Insurance	2,200.00	1,464.17	735.83	66.55%	0.00
210-5-40-13-330.000 Professional Services	42,000.00	50,217.75	-8,217.75	119.57%	4,638.00
210-5-40-13-451.000 Summer Construction Servi	25,000.00	3,767.68	21,232.32	15.07%	0.00
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	14,029.27	4,136.73	77.23%	0.00
210-5-40-13-540.000 Advertising	2,000.00	554.91	1,445.09	27.75%	0.00
210-5-40-13-570.000 Other Purchased Services	5,000.00	1,124.89	3,875.11	22.50%	0.00
210-5-40-13-575.000 Storm Sewer Maintenance	30,000.00	18,966.65	11,033.35	63.22%	10,541.51
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	59.23	1,140.77	4.94%	0.00

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-40-13-899.000 Matching Grant Funds	35,250.00	10,884.10	24,365.90	30.88%	4,858.00
<b>Total Stormwater</b>	<b>230,850.00</b>	<b>142,600.94</b>	<b>88,249.06</b>	<b>61.77%</b>	<b>24,398.58</b>
<b>210-5-41 Buildings</b>					
<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	250.36	499.64	33.38%	0.00
210-5-41-20-420.000 Cleaning Services	15,000.00	4,510.86	10,489.14	30.07%	798.00
210-5-41-20-425.000 Trash Removal	4,000.00	2,267.73	1,732.27	56.69%	342.33
210-5-41-20-431.000 R&M Buildings & Grounds	5,000.00	3,801.55	1,198.45	76.03%	0.00
210-5-41-20-530.000 Communications	10,600.00	5,184.24	5,415.76	48.91%	659.82
210-5-41-20-610.000 General Supplies	2,150.00	978.49	1,171.51	45.51%	233.11
210-5-41-20-621.000 Natural Gas/Heating	5,800.00	1,469.89	4,330.11	25.34%	472.11
210-5-41-20-622.000 Electricity	8,500.00	5,440.79	3,059.21	64.01%	1,104.48
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>24,593.89</b>	<b>37,206.11</b>	<b>39.80%</b>	<b>3,609.85</b>
<b>210-5-41-21 Brownell Library</b>					
210-5-41-21-400.000 Contracted Services	6,350.00	4,819.76	1,530.24	75.90%	276.08
210-5-41-21-410.000 Water and Sewer Charges	540.00	204.20	335.80	37.81%	0.00
210-5-41-21-420.000 Cleaning Services	30,000.00	23,151.97	6,848.03	77.17%	2,375.00
210-5-41-21-431.000 R&M Buildings & Grounds	23,300.00	12,303.45	10,996.55	52.80%	450.53
210-5-41-21-530.000 Communications	4,470.00	2,349.04	2,120.96	52.55%	336.30
210-5-41-21-610.000 General Supplies	1,800.00	1,184.62	615.38	65.81%	71.98
210-5-41-21-621.000 Natural Gas/Heating	7,200.00	3,702.48	3,497.52	51.42%	1,713.17
210-5-41-21-622.000 Electricity	14,650.00	11,381.08	3,268.92	77.69%	1,562.30
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>59,096.60</b>	<b>31,368.40</b>	<b>65.33%</b>	<b>6,785.36</b>
<b>210-5-41-22 Fire Station</b>					
210-5-41-22-400.000 Contracted Services	600.00	562.62	37.38	93.77%	0.00
210-5-41-22-410.000 Water and Sewer Charges	500.00	179.75	320.25	35.95%	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	10,416.87	-1,916.87	122.55%	1,919.52
210-5-41-22-530.000 Communications	4,140.00	512.92	3,627.08	12.39%	76.85
210-5-41-22-610.000 General Supplies	1,500.00	198.97	1,301.03	13.26%	156.28
210-5-41-22-621.000 Natural Gas/Heating	5,000.00	2,453.71	2,546.29	49.07%	1,266.45
210-5-41-22-622.000 Electricity	8,000.00	5,440.74	2,559.26	68.01%	1,104.49
210-5-41-22-755.000 Furniture and Fixtures	2,000.00	1,199.92	800.08	60.00%	1,199.92
<b>Total Fire Station</b>	<b>30,490.00</b>	<b>20,965.50</b>	<b>9,524.50</b>	<b>68.76%</b>	<b>5,723.51</b>
<b>210-5-41-23 Park Street School</b>					
210-5-41-23-400.000 Contracted Services	2,000.00	1,015.47	984.53	50.77%	0.00
210-5-41-23-410.000 Water and Sewer Charges	1,150.00	228.65	921.35	19.88%	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	30,326.16	-15,326.16	202.17%	0.00

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-41-23-530.000 Communications	3,100.00	2,093.41	1,006.59	67.53%	194.89
210-5-41-23-621.000 Natural Gas/Heating	3,900.00	1,512.33	2,387.67	38.78%	525.77
210-5-41-23-622.000 Electricity	5,900.00	2,954.79	2,945.21	50.08%	718.03
<b>Total Park Street School</b>	<b>31,050.00</b>	<b>40,412.81</b>	<b>-9,362.81</b>	<b>130.15%</b>	<b>1,438.69</b>
<b>210-5-41-26 Maple St. Park and Pool</b>					
210-5-41-26-400.000 Contracted Services	3,000.00	2,321.44	678.56	77.38%	0.00
210-5-41-26-410.000 Water and Sewer Charges	7,800.00	3,937.85	3,862.15	50.49%	0.00
210-5-41-26-420.000 Cleaning Services	32,500.00	22,530.39	9,969.61	69.32%	5,179.00
210-5-41-26-425.000 Trash Removal	4,900.00	3,264.67	1,635.33	66.63%	473.77
210-5-41-26-431.000 R&M Buildings & Grounds	30,000.00	3,927.38	26,072.62	13.09%	0.00
210-5-41-26-530.000 Communications	9,150.00	6,234.33	2,915.67	68.13%	282.78
210-5-41-26-610.000 General Supplies	6,500.00	762.20	5,737.80	11.73%	0.00
210-5-41-26-621.000 Natural Gas/Heating	6,500.00	2,979.20	3,520.80	45.83%	1,224.88
210-5-41-26-622.000 Electricity	36,500.00	22,692.14	13,807.86	62.17%	2,201.04
<b>Total Maple St. Park and Pool</b>	<b>136,850.00</b>	<b>68,649.60</b>	<b>68,200.40</b>	<b>50.16%</b>	<b>9,361.47</b>
<b>Total Buildings</b>	<b>350,655.00</b>	<b>213,718.40</b>	<b>136,936.60</b>	<b>60.95%</b>	<b>26,918.88</b>
<b>210-5-90-00 Transfers and Misc.</b>					
210-5-90-00-640.201 Adult Collection replacem	0.00	358.09	-358.09	100.00%	116.66
210-5-90-00-640.202 Juvenile Collection repl	0.00	266.16	-266.16	100.00%	0.00
210-5-90-00-920.000 Transfer btwn funds (capi	1,031,574.00	773,680.50	257,893.50	75.00%	0.00
210-5-90-00-922.000 Contribution to FB/Reserv	5,000.00	3,750.00	1,250.00	75.00%	0.00
210-5-90-00-991.000 Library Donation Expense	0.00	5,188.83	-5,188.83	100.00%	1,109.20
<b>Total Transfers and Misc.</b>	<b>1,036,574.00</b>	<b>783,243.58</b>	<b>253,330.42</b>	<b>75.56%</b>	<b>1,225.86</b>
<b>210-5-95-00 Debt Service</b>					
210-5-95-00-900.000 Transfer Between Town/Cit	200,574.00	100,286.82	100,287.18	50.00%	0.00
210-5-95-00-950.903 Capital Imp Principal	135,135.00	155,395.79	-20,260.79	114.99%	0.00
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>255,682.61</b>	<b>136,370.39</b>	<b>65.22%</b>	<b>0.00</b>
<b>Total Expenditures</b>	<b>12,004,125.00</b>	<b>7,513,521.21</b>	<b>4,490,603.79</b>	<b>62.59%</b>	<b>963,693.68</b>
<b>Total GENERAL FUND</b>	<b>-1.00</b>	<b>4,226,301.24</b>	<b>-4,226,300.24</b>		<b>-945,814.42</b>

03/07/25

City of Essex Junction General Ledger  
 Current Yr Pd: 8 Year Budget Status Report  
 ECONOMIC DEVELOPMENT FUND

Page 11 of 30

08:06 am

jmorris

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
220-4-00-00-010.000 Property Taxes	112,000.00	114,102.92	-2,102.92	101.88%	0.00
220-4-00-00-060.000 Interest Income	0.00	16,662.78	-16,662.78	100.00%	0.00
<b>Total Revenues</b>	<b>112,000.00</b>	<b>130,765.70</b>	<b>-18,765.70</b>	<b>116.76%</b>	<b>0.00</b>
220-5-00-00-720.002 1 Main; Road Res-Q	0.00	3,075.00	-3,075.00	100.00%	0.00
220-5-00-00-720.005 Crescent Connector Amenit	109,000.00	0.00	109,000.00	0.00%	0.00
220-5-00-00-890.836 Train Station	0.00	1,856.25	-1,856.25	100.00%	0.00
220-5-00-00-899.000 Matching Grant Funds	250,000.00	0.00	250,000.00	0.00%	0.00
<b>Total Expenditures</b>	<b>359,000.00</b>	<b>4,931.25</b>	<b>354,068.75</b>	<b>1.37%</b>	<b>0.00</b>
<b>Total ECONOMIC DEVELOPMENT FUND</b>	<b>-247,000.00</b>	<b>125,834.45</b>	<b>121,165.55</b>	<b>-50.95%</b>	<b>0.00</b>

03/07/25

City of Essex Junction General Ledger  
 Current Yr Pd: 8 Year Budget Status Report  
 MEMORIAL PARK FUND

Page 12 of 30

08:06 am

jmorris

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
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221-4-00-00-050.000 Donation Revenue	0.00	3,618.00	-3,618.00	100.00%	0.00
221-4-00-00-060.000 Interest Income	0.00	82.01	-82.01	100.00%	0.00
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<b>Total Revenues</b>	<b>0.00</b>	<b>3,700.01</b>	<b>-3,700.01</b>	<b>100.00%</b>	<b>0.00</b>
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221-5-00-00-431.000 R&M Buildings & Grounds	0.00	490.00	-490.00	100.00%	0.00
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<b>Total Expenditures</b>	<b>0.00</b>	<b>490.00</b>	<b>-490.00</b>	<b>100.00%</b>	<b>0.00</b>
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<b>Total MEMORIAL PARK FUND</b>	<b>0.00</b>	<b>3,210.01</b>	<b>-3,210.01</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>
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<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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03/07/25

City of Essex Junction General Ledger  
 Current Yr Pd: 8 Year Budget Status Report  
 LOCAL OPTION TAX

Page 14 of 30

08:06 am

jmorris

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
224-4-00-00-015.000 LOT Revenue	874,432.00	524,531.81	349,900.19	59.99%	261,428.29
224-4-00-00-060.000 Interest Income	0.00	16,872.48	-16,872.48	100.00%	0.00
<b>Total Revenues</b>	<b>874,432.00</b>	<b>541,404.29</b>	<b>333,027.71</b>	<b>61.91%</b>	<b>261,428.29</b>
224-5-00-00-920.000 Transfer to Capital	1,000,000.00	750,000.00	250,000.00	75.00%	0.00
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>750,000.00</b>	<b>468,608.00</b>	<b>61.55%</b>	<b>0.00</b>
<b>Total LOCAL OPTION TAX</b>	<b>-344,176.00</b>	<b>-208,595.71</b>	<b>552,771.71</b>	<b>60.61%</b>	<b>261,428.29</b>

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<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	40,828.59	-40,828.59	100.00%	0.00
230-4-00-00-092.000 Transfer to Capital	1,584,744.00	1,188,558.00	396,186.00	75.00%	0.00
<b>Total Revenue</b>	<b>1,600,662.00</b>	<b>1,229,386.59</b>	<b>371,275.41</b>	<b>76.80%</b>	<b>0.00</b>
230-4-16-10-040.824 Cres. Connector	0.00	3,571,470.02	-3,571,470.02	100.00%	0.00
<b>Total Revenues</b>	<b>1,600,662.00</b>	<b>4,800,856.61</b>	<b>-3,200,194.61</b>	<b>299.93%</b>	<b>0.00</b>
230-5-16-10-890.824 Cres. Connector	0.00	2,367,283.25	-2,367,283.25	100.00%	14,871.01
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
230-5-41-10-730.000 Facilities Assessment	0.00	7,471.55	-7,471.55	100.00%	7,471.55
<b>Total Expenditures</b>	<b>1,717,376.00</b>	<b>2,377,707.48</b>	<b>-660,331.48</b>	<b>138.45%</b>	<b>22,342.56</b>
<b>Total GEN FUND CAP RESERVE</b>	<b>-116,714.00</b>	<b>2,423,149.13</b>	<b>-2,306,435.13</b>	<b>-2,076.14%</b>	<b>-22,342.56</b>

03/07/25

City of Essex Junction General Ledger  
 Current Yr Pd: 8 Year Budget Status Report  
 ROLLING STOCK FUND

Page 16 of 30

08:06 am

jmorris

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	21,556.23	-21,556.23	100.00%	0.00
231-4-00-00-092.000 Transfer to Capital	283,450.00	212,587.50	70,862.50	75.00%	0.00
<b>Total Revenues</b>	<b>283,450.00</b>	<b>234,574.61</b>	<b>48,875.39</b>	<b>82.76%</b>	<b>0.00</b>
231-5-25-10-751.001 Ladder Truck Frame Replac	293,593.00	293,593.00	0.00	100.00%	293,593.00
231-5-40-12-751.002 4Wd Pickup - Trk #3	63,000.00	43,957.39	19,042.61	69.77%	0.00
231-5-40-12-751.008 Dump Truck #7	0.00	116,961.00	-116,961.00	100.00%	116,961.00
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>454,511.39</b>	<b>164,581.61</b>	<b>73.42%</b>	<b>410,554.00</b>
<b>Total ROLLING STOCK FUND</b>	<b>-335,643.00</b>	<b>-219,936.78</b>	<b>555,579.78</b>	<b>65.53%</b>	<b>-410,554.00</b>

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
232-4-00-00-060.000 Interest Income	0.00	19,696.58	-19,696.58	100.00%	0.00
232-4-00-00-092.000 Transfer to Capital	50,000.00	37,500.00	12,500.00	75.00%	0.00
<b>Total Revenues</b>	<b>50,000.00</b>	<b>57,196.58</b>	<b>-7,196.58</b>	<b>114.39%</b>	<b>0.00</b>
232-5-41-20-890.832 2 Lincoln Street Renovati	0.00	826,402.59	-826,402.59	100.00%	416,235.10
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>826,402.59</b>	<b>-751,402.59</b>	<b>1,101.87%</b>	<b>416,235.10</b>
<b>Total BUILDING MAINT FUND</b>	<b>-25,000.00</b>	<b>-769,206.01</b>	<b>794,206.01</b>	<b>3,076.82%</b>	<b>-416,235.10</b>

03/07/25

City of Essex Junction General Ledger  
 Current Yr Pd: 8 Year Budget Status Report  
 EJRP CAP RESERVE

Page 18 of 30

08:06 am

jmorris

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
233-4-00-00-060.000 Interest Income	0.00	310.45	-310.45	100.00%	0.00
233-4-00-00-092.000 Transfer to Capital	113,380.00	85,035.00	28,345.00	75.00%	0.00
<b>Total Revenues</b>	<b>113,380.00</b>	<b>85,345.45</b>	<b>28,034.55</b>	<b>75.27%</b>	<b>0.00</b>
233-5-00-00-721.001 Pedestrian Paths	15,626.00	0.00	15,626.00	0.00%	0.00
233-5-00-00-730.002 Buildings & Facilities	0.00	97.50	-97.50	100.00%	0.00
233-5-00-00-740.001 Landscaping	12,000.00	12,000.00	0.00	100.00%	0.00
233-5-00-00-740.003 Fencing	0.00	15,216.62	-15,216.62	100.00%	0.00
233-5-00-00-740.005 Park Amenities	47,198.00	93,457.73	-46,259.73	198.01%	3,910.74
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	28,557.20	3,498.80	89.09%	0.00
<b>Total Expenditures</b>	<b>113,380.00</b>	<b>149,329.05</b>	<b>-35,949.05</b>	<b>131.71%</b>	<b>3,910.74</b>
<b>Total EJRP CAP RESERVE</b>	<b>0.00</b>	<b>-63,983.60</b>	<b>63,983.60</b>	<b>-100.00%</b>	<b>-3,910.74</b>

03/07/25

08:06 am

City of Essex Junction General Ledger  
Current Yr Pd: 8 Year Budget Status Report  
LAND ACQUISITION FUND

Page 19 of 30

jmorris

Account	Budget				
	Budget	Actual	Balance	% of Budget	Pd to Date
-----					
Total Revenues	0.00	0.00	0.00	0.00%	0.00
-----					
Total LAND ACQUISITION FUND	0.00	0.00	0.00	0.00%	0.00
=====					

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	932,775.38	667,738.62	58.28%	492,922.19
254-4-54-20-021.001 Water Large User Fees	194,672.00	103,612.93	91,059.07	53.22%	15,864.22
254-4-54-20-024.000 Utility Connection Fees	7,000.00	4,700.00	2,300.00	67.14%	550.00
254-4-54-20-060.000 Interest Income	1,000.00	18,517.78	-17,517.78	1,851.78%	0.00
254-4-54-20-085.000 Penalties	5,000.00	5,918.86	-918.86	118.38%	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>1,065,524.95</b>	<b>742,811.05</b>	<b>58.92%</b>	<b>509,336.41</b>
<b>254-4-54-70 Nonoperating Revenues</b>					
254-4-54-70-021.400 Water Passthrough - Globa	0.00	1,939,541.33	-1,939,541.33	100.00%	294,953.27
254-4-54-70-092.000 Transfer to Capital	510,000.00	382,500.00	127,500.00	75.00%	0.00
<b>Total Nonoperating Revenues</b>	<b>510,000.00</b>	<b>2,322,041.33</b>	<b>-1,812,041.33</b>	<b>455.30%</b>	<b>294,953.27</b>
<b>Total Revenues</b>	<b>2,318,336.00</b>	<b>3,387,566.28</b>	<b>-1,069,230.28</b>	<b>146.12%</b>	<b>804,289.68</b>
<b>254-5-54-20 Operating Expenses</b>					
254-5-54-20-110.000 Regular Salaries	146,915.00	66,715.63	80,199.37	45.41%	7,848.35
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	6,292.65	7,376.35	46.04%	1,644.99
254-5-54-20-210.000 Group Insurance	94,158.00	47,837.15	46,320.85	50.81%	9,395.67
254-5-54-20-220.000 Social Security	12,491.00	5,521.12	6,969.88	44.20%	708.33
254-5-54-20-225.000 Act 76 Childcare Tax	539.00	224.10	314.90	41.58%	26.57
254-5-54-20-230.000 Retirement	14,879.00	6,467.35	8,411.65	43.47%	830.66
254-5-54-20-250.000 Unemployment Insurance	184.00	132.11	51.89	71.80%	0.00
254-5-54-20-260.000 Workers Comp Insurance	7,200.00	3,335.20	3,864.80	46.32%	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	715.00	285.00	71.50%	715.00
254-5-54-20-335.000 Audit	5,477.00	6,728.39	-1,251.39	122.85%	1,251.79
254-5-54-20-410.000 Water and Sewer Charges	200.00	47.38	152.62	23.69%	0.00
254-5-54-20-411.000 CWD Water Purchase	722,132.00	377,455.90	344,676.10	52.27%	57,758.26
254-5-54-20-430.000 R&M Vehicles & Equipment	5,000.00	9.93	4,990.07	0.20%	0.00
254-5-54-20-431.000 R&M Buildings & Grounds	0.00	5,656.24	-5,656.24	100.00%	0.00
254-5-54-20-433.000 R&M Infrastructure	25,000.00	19,707.39	5,292.61	78.83%	8,670.97
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	143,168.25	47,722.75	75.00%	0.00
254-5-54-20-500.000 Training, Conf, Dues	4,500.00	759.00	3,741.00	16.87%	0.00
254-5-54-20-505.000 Tech. Subs, Licenses	2,551.00	6,703.29	-4,152.29	262.77%	80.00
254-5-54-20-520.000 PACIF Insurance	6,974.00	2,202.86	4,771.14	31.59%	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	896.72	1,603.28	35.87%	110.94
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	1,840.19	1,959.81	48.43%	607.35
254-5-54-20-609.000 Safety Supplies	3,000.00	29.98	2,970.02	1.00%	29.98
254-5-54-20-610.000 General Supplies	7,000.00	4,595.31	2,404.69	65.65%	126.48
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	175.67	5,824.33	2.93%	0.00

## WATER FUND

Account			Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
254-5-54-20-621.000 Natural Gas/Heating	3,500.00	1,452.49	2,047.51	41.50%	688.40
254-5-54-20-622.000 Electricity	1,400.00	880.00	520.00	62.86%	249.92
254-5-54-20-626.000 Gasoline	3,000.00	971.22	2,028.78	32.37%	78.96
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	382,500.00	127,500.00	75.00%	0.00
<b>Total Operating Expenses</b>	<b>1,808,336.00</b>	<b>1,093,533.07</b>	<b>714,802.93</b>	<b>60.47%</b>	<b>90,822.62</b>
<b>254-5-54-70 NonOperating Expenses</b>					
254-5-54-70-411.400 CWD Water Purchase - Glob	0.00	1,925,201.33	-1,925,201.33	100.00%	294,953.27
254-5-54-70-723.001 Railroad Ave Rd/Wtr Line	127,745.00	580.00	127,165.00	0.45%	0.00
254-5-54-70-723.004 Main St Water Line	0.00	95,375.10	-95,375.10	100.00%	1,580.60
254-5-54-70-723.005 Iriquois Ave Water Line	418,164.00	43,315.43	374,848.57	10.36%	23,920.15
254-5-54-70-723.006 Service Line Inventoy	0.00	94,476.14	-94,476.14	100.00%	688.75
254-5-54-70-750.001 Meter Replacement Program	10,284.00	7,894.63	2,389.37	76.77%	0.00
254-5-54-70-751.001 Pickup Truck	0.00	1,774.76	-1,774.76	100.00%	1,774.76
254-5-54-70-955.000 Bond Interest Expense	0.00	62,332.13	-62,332.13	100.00%	0.00
<b>Total NonOperating Expenses</b>	<b>556,193.00</b>	<b>2,230,949.52</b>	<b>-1,674,756.52</b>	<b>401.11%</b>	<b>322,917.53</b>
<b>Total Expenditures</b>	<b>2,364,529.00</b>	<b>3,324,482.59</b>	<b>-959,953.59</b>	<b>140.60%</b>	<b>413,740.15</b>
<b>Total WATER FUND</b>	<b>-46,193.00</b>	<b>63,083.69</b>	<b>-16,890.69</b>	<b>-136.57%</b>	<b>390,549.53</b>
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## WASTEWATER FUND

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	629,058.55	446,580.45	58.48%	331,469.82
255-4-55-30-022.001 City: Septage Discharg	55,000.00	190,719.01	-135,719.01	346.76%	15,623.25
255-4-55-30-022.002 City: Leachate Revenue	1,000.00	1,267.23	-267.23	126.72%	169.70
255-4-55-30-025.001 Tri-Town: WWTF Charge - E	753,285.00	564,963.75	188,321.25	75.00%	0.00
255-4-55-30-025.002 Tri-Town: WWTF Charge - W	1,030,988.00	773,241.00	257,747.00	75.00%	0.00
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	27,000.00	9,000.00	75.00%	0.00
255-4-55-30-060.000 Interest Income	0.00	55,532.45	-55,532.45	100.00%	0.00
255-4-55-30-085.000 Penalties	3,500.00	3,932.62	-432.62	112.36%	0.00
255-4-55-30-098.000 Misc Revenue	0.00	15,575.00	-15,575.00	100.00%	2,450.00
<b>Total Operating Revenue</b>	<b>2,980,512.00</b>	<b>2,261,289.61</b>	<b>719,222.39</b>	<b>75.87%</b>	<b>349,712.77</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%	0.00
255-4-55-70-042.009 Williston Debt Payment	0.00	295,453.82	-295,453.82	100.00%	0.00
255-4-55-70-042.010 Essex Jct. Debt Payment	0.00	279,766.00	-279,766.00	100.00%	0.00
255-4-55-70-092.000 Transfer to Capital	460,000.00	345,000.00	115,000.00	75.00%	0.00
<b>Total Nonoperating Revenues</b>	<b>460,000.00</b>	<b>1,207,829.74</b>	<b>-747,829.74</b>	<b>262.57%</b>	<b>0.00</b>
<b>Total Revenues</b>	<b>3,440,512.00</b>	<b>3,469,119.35</b>	<b>-28,607.35</b>	<b>100.83%</b>	<b>349,712.77</b>

**255-5-55-30 Operating Expenses**

255-5-55-30-110.000 Regular Salaries	467,036.00	252,903.12	214,132.88	54.15%	31,925.81
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	31,031.02	13,856.98	69.13%	3,533.84
255-5-55-30-210.000 Group Insurance	157,225.00	75,865.12	81,359.88	48.25%	16,553.16
255-5-55-30-220.000 Social Security	41,515.00	22,820.52	18,694.48	54.97%	2,739.25
255-5-55-30-225.000 Act 76 Childcare Tax	1,791.00	931.00	860.00	51.98%	101.42
255-5-55-30-230.000 Retirement	45,999.00	24,714.88	21,284.12	53.73%	3,105.37
255-5-55-30-250.000 Unemployment Insurance	672.00	482.49	189.51	71.80%	0.00
255-5-55-30-260.000 Workers Comp Insurance	25,400.00	10,006.39	15,393.61	39.40%	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	1,597.50	1,402.50	53.25%	67.50
255-5-55-30-330.000 Professional Services	8,300.00	3,151.64	5,148.36	37.97%	326.00
255-5-55-30-335.000 Audit	5,188.00	6,374.20	-1,186.20	122.86%	1,185.90
255-5-55-30-340.000 Technical Services	26,250.00	4,405.00	21,845.00	16.78%	350.00
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	2,717.73	782.27	77.65%	0.00
255-5-55-30-421.000 Grit Disposal	17,600.00	9,745.06	7,854.94	55.37%	1,361.68
255-5-55-30-430.000 R&M Vehicles & Equipment	3,000.00	218.82	2,781.18	7.29%	172.63
255-5-55-30-431.000 R&M Buildings	26,625.00	6,909.50	19,715.50	25.95%	554.90
255-5-55-30-435.000 COGEN	35,000.00	24,942.14	10,057.86	71.26%	9,112.38
255-5-55-30-442.000 Rental Vehicles/Equip	3,384.00	1,267.60	2,116.40	37.46%	158.45
255-5-55-30-491.000 Administrative Fees	95,446.00	71,584.50	23,861.50	75.00%	0.00
255-5-55-30-500.000 Training, Conf, Dues	9,000.00	4,077.49	4,922.51	45.31%	0.00

## WASTEWATER FUND

Account	Budget				
	Budget	Actual	Balance	% of Budget	Pd to Date
255-5-55-30-505.000 Tech. Subs, Licenses	16,405.00	3,954.29	12,450.71	24.10%	569.00
255-5-55-30-510.000 Permits, Licenses, Reg	11,000.00	278.00	10,722.00	2.53%	0.00
255-5-55-30-520.000 PACIF Insurance	44,059.00	19,714.64	24,344.36	44.75%	0.00
255-5-55-30-530.000 Communications	12,620.00	6,774.75	5,845.25	53.68%	710.68
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	119,619.52	85,580.48	58.29%	0.00
255-5-55-30-568.000 Biosolids Subcontractor	305,046.00	161,696.86	143,349.14	53.01%	35,293.22
255-5-55-30-570.000 Other Purchased Services	140,000.00	73,301.25	66,698.75	52.36%	12,179.56
255-5-55-30-609.000 Safety Supplies	3,000.00	807.23	2,192.77	26.91%	225.76
255-5-55-30-610.000 General Supplies	9,000.00	6,197.74	2,802.26	68.86%	2,014.69
255-5-55-30-611.000 Small Tools & Equipment	5,000.00	3,347.34	1,652.66	66.95%	334.49
255-5-55-30-612.000 Uniforms	7,050.00	1,590.65	5,459.35	22.56%	-343.83
255-5-55-30-618.000 Laboratory Supplies	28,000.00	11,550.34	16,449.66	41.25%	1,747.44
255-5-55-30-619.000 Chemicals	495,000.00	331,816.46	163,183.54	67.03%	86,061.65
255-5-55-30-621.000 Natural Gas/Heating	25,500.00	10,460.93	15,039.07	41.02%	3,523.84
255-5-55-30-622.000 Electricity	170,000.00	103,242.19	66,757.81	60.73%	14,068.85
255-5-55-30-626.000 Gasoline	4,250.00	1,088.98	3,161.02	25.62%	156.79
255-5-55-30-735.000 Tech: Equip/Hardware	4,284.00	1,675.00	2,609.00	39.10%	1,675.00
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	345,000.00	115,000.00	75.00%	0.00
<b>Total Operating Expenses</b>	<b>2,980,513.00</b>	<b>1,763,543.45</b>	<b>1,216,969.55</b>	<b>59.17%</b>	<b>229,465.43</b>
<b>255-5-55-70 Nonoperating Expenses</b>					
255-5-55-70-722.008 Vt Phos Challenge PePhlo	100,000.00	14,841.96	85,158.04	14.84%	50.04
255-5-55-70-722.014 Digester Maintenance	52,500.00	14,996.55	37,503.45	28.56%	0.00
255-5-55-70-722.018 Flow EQ Blowers	40,000.00	35,480.00	4,520.00	88.70%	0.00
255-5-55-70-722.019 Waste Primary Sludge #2 U	40,000.00	48,914.15	-8,914.15	122.29%	0.00
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	22,876.00	-22,876.00	100.00%	4,780.00
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
255-5-55-70-955.001 ARRA Loan-AR1-004 Admin	0.00	406.16	-406.16	100.00%	0.00
255-5-55-70-955.002 RZEDB Interest	0.00	17,379.15	-17,379.15	100.00%	0.00
255-5-55-70-955.003 CWSRF RF1-148 Admin Fee	0.00	167,185.69	-167,185.69	100.00%	0.00
<b>Total Nonoperating Expenses</b>	<b>553,900.00</b>	<b>322,079.66</b>	<b>231,820.34</b>	<b>58.15%</b>	<b>4,830.04</b>
<b>Total Expenditures</b>	<b>3,534,413.00</b>	<b>2,085,623.11</b>	<b>1,448,789.89</b>	<b>59.01%</b>	<b>234,295.47</b>
<b>Total WASTEWATER FUND</b>	<b>-93,901.00</b>	<b>1,383,496.24</b>	<b>-1,289,595.24</b>	<b>-1,473.36%</b>	<b>115,417.30</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	523,639.92	364,259.08	58.98%	271,874.02
256-4-56-40-023.001 Essex Pump Station Fees	33,500.00	23,843.91	9,656.09	71.18%	0.00
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	64,796.28	-34,796.28	215.99%	3,019.80
256-4-56-40-026.000 Allocation Fees	0.00	112,769.60	-112,769.60	100.00%	2,688.00
256-4-56-40-060.000 Interest Income	5,000.00	41,736.72	-36,736.72	834.73%	0.00
256-4-56-40-085.000 Penalties	3,000.00	3,244.63	-244.63	108.15%	0.00
256-4-56-40-098.000 Misc Revenue	0.00	9,060.00	-9,060.00	100.00%	0.00
<b>Total Operating Revenues</b>	<b>974,399.00</b>	<b>779,091.06</b>	<b>195,307.94</b>	<b>79.96%</b>	<b>277,581.82</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	129,000.00	43,000.00	75.00%	0.00
<b>Total Nonoperating Revenues</b>	<b>172,000.00</b>	<b>552,900.00</b>	<b>-380,900.00</b>	<b>321.45%</b>	<b>0.00</b>
<b>Total Revenues</b>	<b>1,146,399.00</b>	<b>1,331,991.06</b>	<b>-185,592.06</b>	<b>116.19%</b>	<b>277,581.82</b>

<b>256-5-56-40 Operating Expenses</b>					
256-5-56-40-110.000 Regular Salaries	134,743.00	89,036.02	45,706.98	66.08%	10,961.24
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	18,903.01	1,488.99	92.70%	6,884.10
256-5-56-40-210.000 Group Insurance	43,997.00	33,108.74	10,888.26	75.25%	6,865.35
256-5-56-40-220.000 Social Security	12,497.00	8,564.75	3,932.25	68.53%	1,413.10
256-5-56-40-225.000 Act 76 Childcare Tax	539.00	342.26	196.74	63.50%	52.49
256-5-56-40-230.000 Retirement	14,934.00	9,645.21	5,288.79	64.59%	1,439.16
256-5-56-40-250.000 Unemployment Insurance	143.00	102.68	40.32	71.80%	0.00
256-5-56-40-260.000 Workers Comp Insurance	6,100.00	3,128.11	2,971.89	51.28%	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	3,540.60	-658.60	122.85%	658.72
256-5-56-40-340.000 Technical Services	14,800.00	5,089.21	9,710.79	34.39%	864.75
256-5-56-40-410.000 Water and Sewer Charges	500.00	130.85	369.15	26.17%	0.00
256-5-56-40-430.000 R&M Vehicles & Equipment	2,000.00	150.73	1,849.27	7.54%	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	7,855.13	-2,855.13	157.10%	0.00
256-5-56-40-434.000 R&M Pump Stations	12,000.00	14,512.05	-2,512.05	120.93%	5,571.56
256-5-56-40-434.001 Susie Wilson PS Costs	11,500.00	14,845.18	-3,345.18	129.09%	1,140.07
256-5-56-40-434.002 West Street PS Costs	13,500.00	9,625.27	3,874.73	71.30%	1,356.87
256-5-56-40-441.000 Rental Land/Buildings	1,800.00	1,972.78	-172.78	109.60%	0.00
256-5-56-40-491.000 Administrative Fees	226,891.00	170,168.25	56,722.75	75.00%	0.00
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	755.08	912.92	45.27%	80.01
256-5-56-40-520.000 PACIF Insurance	6,310.00	1,166.12	5,143.88	18.48%	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%	0.00
256-5-56-40-560.000 Postage	6,000.00	3,736.16	2,263.84	62.27%	1,233.10

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	630.00	370.00	63.00%	90.00
256-5-56-40-612.000 Uniforms	1,350.00	429.06	920.94	31.78%	90.00
256-5-56-40-621.000 Natural Gas/Heating	1,500.00	686.73	813.27	45.78%	249.40
256-5-56-40-622.000 Electricity	12,000.00	9,580.76	2,419.24	79.84%	1,557.47
256-5-56-40-626.000 Gasoline	6,000.00	3,781.80	2,218.20	63.03%	538.33
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	129,000.00	43,000.00	75.00%	0.00
<b>Total Operating Expenses</b>	<b>759,149.00</b>	<b>540,764.09</b>	<b>218,384.91</b>	<b>71.23%</b>	<b>41,045.72</b>
<b>256-5-56-70 Nonoperating Expenses</b>					
256-5-56-70-722.001 Manhole Rehab	40,000.00	5,802.49	34,197.51	14.51%	0.00
256-5-56-70-722.005 Maple/River/West St PS	12,900.00	3,690.00	9,210.00	28.60%	3,690.00
256-5-56-70-722.006 Collection Sys Capacity S	28,300.00	2,904.00	25,396.00	10.26%	2,904.00
256-5-56-70-722.009 West St PS Emergency Repa	0.00	28,187.13	-28,187.13	100.00%	0.00
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	13,864.26	7,015.74	66.40%	0.00
256-5-56-70-910.000 Transfer to WWTF	0.00	279,766.00	-279,766.00	100.00%	0.00
256-5-56-70-955.001 ARRA Loan-AR1-004 Admin	0.00	1,837.81	-1,837.81	100.00%	0.00
<b>Total Nonoperating Expenses</b>	<b>115,130.00</b>	<b>336,051.69</b>	<b>-220,921.69</b>	<b>291.89%</b>	<b>6,594.00</b>
<b>Total Expenditures</b>	<b>874,279.00</b>	<b>876,815.78</b>	<b>-2,536.78</b>	<b>100.29%</b>	<b>47,639.72</b>
<b>Total SANITATION FUND</b>	<b>272,120.00</b>	<b>455,175.28</b>	<b>-727,295.28</b>	<b>167.27%</b>	<b>229,942.10</b>

03/07/25

City of Essex Junction General Ledger  
 Current Yr Pd: 8 Year Budget Status Report  
 STORMWATER FUND

Page 26 of 30

08:06 am

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	65.26	-65.26	100.00%	0.00
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<b>Total Revenues</b>	<b>0.00</b>	<b>65.26</b>	<b>-65.26</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>65.26</b>	<b>-65.26</b>	<b>-100.00%</b>	<b>0.00</b>
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03/07/25

City of Essex Junction General Ledger  
 Current Yr Pd: 8 Year Budget Status Report  
 SENIOR CENTER FUND

Page 27 of 30

08:06 am

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	299.22	-299.22	100.00%	0.00
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<b>Total Revenues</b>	<b>0.00</b>	<b>299.22</b>	<b>-299.22</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>299.22</b>	<b>-299.22</b>	<b>-100.00%</b>	<b>0.00</b>
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Account	Budget				
	Budget	Actual	Balance	% of Budget	Pd to Date
259-4-30-10-060.000 Interest Income	0.00	27,454.20	-27,454.20	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	12,859.50	19,629.50	39.58%	0.00
259-4-30-14-020.311 Youth Programs	361,480.00	136,285.50	225,194.50	37.70%	160.00
259-4-30-14-020.312 Adult Programs	147,575.00	88,100.75	59,474.25	59.70%	168.00
259-4-30-14-050.000 Donation Revenue	34,900.00	4,725.00	30,175.00	13.54%	0.00
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	1,169,996.86	330,075.14	78.00%	94,426.62
259-4-30-15-020.315 Shared Staffing Contract	171,360.00	85,286.26	86,073.74	49.77%	0.00
259-4-30-16-020.313 Childcare - PS	624,996.00	410,710.69	214,285.31	65.71%	7,583.60
259-4-30-16-040.837 Early Childhood Arts Gran	0.00	5,600.00	-5,600.00	100.00%	0.00
259-4-30-17-020.313 Childcare - DC	689,296.00	360,987.75	328,308.25	52.37%	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>2,426,798.28</b>	<b>1,307,696.72</b>	<b>64.98%</b>	<b>102,338.22</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	2,982.55	1,171.45	71.80%	0.00
259-5-30-10-260.000 Workers Comp Insurance	50,000.00	25,038.00	24,962.00	50.08%	0.00
259-5-30-10-330.000 Professional Services	4,500.00	6,433.08	-1,933.08	142.96%	0.00
259-5-30-10-442.000 Rental Vehicles/Equip	1,968.00	1,324.00	644.00	67.28%	165.50
259-5-30-10-500.000 Training, Conf, Dues	9,500.00	6,940.28	2,559.72	73.06%	0.00
259-5-30-10-505.000 Tech. Subs, Licenses	17,570.00	13,893.39	3,676.61	79.07%	1,632.42
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	4,162.46	2,940.54	58.60%	2,085.04
259-5-30-10-561.000 CC Processing Fees	0.00	35,112.60	-35,112.60	100.00%	0.00
259-5-30-10-610.000 General Supplies	0.00	852.29	-852.29	100.00%	0.00
259-5-30-10-910.000 Trnsfr Between Funds (non	45,000.00	33,750.00	11,250.00	75.00%	0.00
<b>Total Administration</b>	<b>150,295.00</b>	<b>133,268.16</b>	<b>17,026.84</b>	<b>88.67%</b>	<b>3,882.96</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	15,771.90	13,075.10	54.67%	0.00
259-5-30-11-610.000 General Supplies	4,132.00	520.28	3,611.72	12.59%	12.83
<b>Total Pool</b>	<b>165,459.00</b>	<b>119,471.17</b>	<b>45,987.83</b>	<b>72.21%</b>	<b>12.83</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

Account			Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
259-5-30-12-330.000 Professional Services	9,000.00	108,488.56	-99,488.56	1,205.43%	11.00
259-5-30-12-442.000 Rental Vehicles/Equip	13,800.00	8,304.61	5,495.39	60.18%	0.00
259-5-30-12-500.000 Training, Conf, Dues	4,000.00	2,799.21	1,200.79	69.98%	0.00
259-5-30-12-530.000 Communications	0.00	420.00	-420.00	100.00%	0.00
259-5-30-12-610.000 General Supplies	0.00	10,192.88	-10,192.88	100.00%	73.59
<b>Total Parks and Facilities</b>	<b>36,974.00</b>	<b>132,579.84</b>	<b>-95,605.84</b>	<b>358.58%</b>	<b>84.59</b>
<b>259-5-30-14 Recreation Programs</b>					
259-5-30-14-110.000 Regular Salaries	56,163.00	34,665.60	21,497.40	61.72%	4,313.60
259-5-30-14-120.000 Part Time Salaries	52,922.00	7,065.84	45,856.16	13.35%	216.00
259-5-30-14-210.000 Group Insurance	27,393.00	24,910.71	2,482.29	90.94%	5,705.58
259-5-30-14-220.000 Social Security	8,391.00	3,327.47	5,063.53	39.66%	336.36
259-5-30-14-225.000 Act 76 Childcare Tax	362.00	130.87	231.13	36.15%	13.80
259-5-30-14-230.000 Retirement	4,945.00	2,795.37	2,149.63	56.53%	258.82
259-5-30-14-290.000 Other Employee Benefits	350.00	350.00	0.00	100.00%	0.00
259-5-30-14-330.000 Professional Services	433,805.00	192,920.13	240,884.87	44.47%	2,110.95
259-5-30-14-410.000 Water and Sewer Charges	1,500.00	601.09	898.91	40.07%	0.00
259-5-30-14-431.000 R&M Buildings & Grounds	1,300.00	342.04	957.96	26.31%	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	59,692.22	-31,919.22	214.93%	2,291.13
<b>Total Recreation Programs</b>	<b>626,079.00</b>	<b>328,205.29</b>	<b>297,873.71</b>	<b>52.42%</b>	<b>15,246.24</b>
<b>259-5-30-15 After School Care</b>					
259-5-30-15-110.000 Regular Salaries	576,341.00	363,397.23	212,943.77	63.05%	48,072.74
259-5-30-15-120.000 Part Time Salaries	491,920.00	303,547.92	188,372.08	61.71%	43,516.11
259-5-30-15-130.000 Overtime	0.00	4,842.08	-4,842.08	100.00%	134.34
259-5-30-15-210.000 Group Insurance	122,197.00	83,473.14	38,723.86	68.31%	19,771.86
259-5-30-15-220.000 Social Security	83,264.00	52,331.87	30,932.13	62.85%	7,094.69
259-5-30-15-225.000 Act 76 Childcare Tax	3,592.00	2,207.71	1,384.29	61.46%	287.57
259-5-30-15-230.000 Retirement	58,286.00	34,555.38	23,730.62	59.29%	4,456.73
259-5-30-15-290.000 Other Employee Benefits	3,850.00	1,400.00	2,450.00	36.36%	0.00
259-5-30-15-330.000 Professional Services	96,400.00	21,142.57	75,257.43	21.93%	2,640.00
259-5-30-15-500.000 Training, Conf, Dues	33,241.00	13,216.16	20,024.84	39.76%	4,350.00
259-5-30-15-530.000 Communications	7,920.00	7,227.40	692.60	91.26%	1,042.38
259-5-30-15-580.000 Travel	0.00	5,639.27	-5,639.27	100.00%	1,776.76
259-5-30-15-610.000 General Supplies	69,084.00	59,725.89	9,358.11	86.45%	7,269.81
259-5-30-15-626.000 Gasoline	5,500.00	522.84	4,977.16	9.51%	51.24
<b>Total After School Care</b>	<b>1,531,595.00</b>	<b>953,229.46</b>	<b>598,365.54</b>	<b>61.44%</b>	<b>140,464.23</b>
<b>259-5-30-16 Preschool</b>					
259-5-30-16-110.000 Regular Salaries	351,704.00	222,301.78	129,402.22	63.21%	27,791.38
259-5-30-16-120.000 Part Time Salaries	14,024.00	9,538.76	4,485.24	68.02%	1,238.10
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	95,454.33	35,959.67	72.64%	27,069.57
259-5-30-16-220.000 Social Security	28,504.00	18,397.68	10,106.32	64.54%	2,301.59

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
259-5-30-16-225.000 Act 76 Childcare Tax	1,230.00	747.38	482.62	60.76%	93.20
259-5-30-16-230.000 Retirement	32,564.00	19,589.78	12,974.22	60.16%	2,245.13
259-5-30-16-290.000 Other Employee Benefits	2,450.00	1,400.00	1,050.00	57.14%	0.00
259-5-30-16-330.000 Professional Services	6,665.00	14,140.94	-7,475.94	212.17%	-5,600.00
259-5-30-16-420.000 Cleaning Services	32,500.00	16,269.55	16,230.45	50.06%	1,464.00
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	1,195.20	-1,195.20	100.00%	149.40
259-5-30-16-500.000 Training, Conf, Dues	11,750.00	3,916.26	7,833.74	33.33%	175.00
259-5-30-16-530.000 Communications	0.00	303.20	-303.20	100.00%	40.44
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	43,040.18	-32,540.18	409.91%	937.51
259-5-30-16-890.837 Early Childhood Arts Gran	0.00	5,600.00	-5,600.00	100.00%	5,600.00
<b>Total Preschool</b>	<b>627,757.00</b>	<b>452,277.74</b>	<b>175,479.26</b>	<b>72.05%</b>	<b>63,505.32</b>
<b>259-5-30-17 Summer Day Camps</b>					
259-5-30-17-110.000 Regular Salaries	72,644.00	37,250.83	35,393.17	51.28%	0.00
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%	0.00
259-5-30-17-220.000 Social Security	37,746.00	33,821.16	3,924.84	89.60%	0.00
259-5-30-17-225.000 Act 76 Childcare Tax	1,628.00	1,966.25	-338.25	120.78%	0.00
259-5-30-17-330.000 Professional Services	111,981.00	52,402.75	59,578.25	46.80%	1,670.00
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	66,624.52	-36,615.52	222.02%	254.44
<b>Total Summer Day Camps</b>	<b>674,778.00</b>	<b>629,421.53</b>	<b>45,356.47</b>	<b>93.28%</b>	<b>1,924.44</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>2,748,453.19</b>	<b>1,084,483.81</b>	<b>71.71%</b>	<b>225,120.61</b>
<b>Total EJRP PPROGRAMS FUND</b>	<b>-98,442.00</b>	<b>-321,654.91</b>	<b>420,096.91</b>	<b>326.75%</b>	<b>-122,782.39</b>
<b>Total All Funds</b>	<b>-1,034,950.00</b>	<b>7,097,237.51</b>	<b>-6,062,287.51</b>	<b>-685.76%</b>	<b>-924,301.99</b>

## 2 Lincoln Renovation Project

	Breadloaf	Scott & Partners	Other	Totals
Original Contract	\$ 2,770,578.00	\$ 231,419.00	n/a	\$ 3,001,997.00
Change Orders/Amendments/Non-Contract	\$ 64,814.09	\$ 58,610.18	n/a	\$ 123,424.27
Revised Contract	\$ 2,835,392.09	\$ 290,029.18	n/a	\$ 3,125,421.27
Payments to Date	\$ 688,871.44	\$ 271,252.43	\$ 99,128.03	\$ 1,059,251.90
Balance of Contract	\$ 2,146,520.65	\$ 18,776.75	n/a	\$ 2,066,169.37

Approved Project Funds	3,520,975.60
Payments to Date	(1,059,251.90)
Remaining Contract Obligations	(2,066,169.37)
Anticipated Additional Costs	(318,944.31)
<b>Balance of Funds Available</b>	<b>76,610.02</b>

updated 3/7/25

# LOT Fund Balance Detail

<b>LOT Funds Revenue 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	
6/30/23 Disbursement - Q4	219,588.49	funds received in August, but recorded back to June to properly recognize revenue
Interest Accrued	3,517.96	
<b>LOT Funds Revenue 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 Revenue FY25</b>	<b>541,404.29</b>	
Q1	263,103.52	
Q2	261,428.29	
Q3		
Q4		
Interest Accrued	16,872.48	allocated monthly
Less:		
FY23 IT Migration Balance of Funds Avail.	-	
FY24 Expenses	(262,239.00)	rebranding, capital transfer, IT migration and paving actual spent to date
Rebranding Balance of Funds Avail.	(27,500.00)	\$40,000 assigned during budget, \$12,500 reassigned to Strategic Planning by Council
Strategic Planning Balance of Funds Avail.	-	\$30,000 assigned during budget, \$12,500 added from Rebranding by Council
Banners/Signs Balance of Funds Avail.	(14,375.00)	
Capital Transfer Balance of Funds Avail.	-	recurring quarterly entry
Paving Balance of Funds Avail.	-	\$20,000 assigned during budget, additonal \$20,000 assigned by Council
2 Lincoln Renovation	(284,766.00)	assigned by Council 6/12/24
Stormwater Grant Match Balance of Funds Avail.	(28,000.00)	Council authorized to reassign to 2 Lincoln Renovation project 6/12/24
Code Enforcement Salary/Benefits Balance of Funds Avail.	(40,158.00)	Council authorized to reassign to 2 Lincoln Renovation project 6/12/24
FY25 Expenses to Date	(750,000.00)	
Sidewalks per Policy	(218,608.00)	25% of projected revenue
FY25 Capital Transfer Balance of Funds Avail.	(250,000.00)	
<b>Balance of LOT Funds Available</b>	<b>311,178.50</b>	
Projected Remaining FY25 LOT Revenue	349,900.19	\$874,432 projected, less actual funds received to date
<b>Projected FY25 LOT Fund Balance</b>	<b>661,078.69</b>	

updated 3/7/25

## Economic Development Fund Balance Detail

<b>FY25 Economic Development Fund Beginning Balance</b>	<b>869,061.06</b>	
<b>Economic Development Funds Received FY25</b>	<b>130,765.70</b>	
	<i>Property Taxes</i>	114,102.92 will be allocated around 9/15 and 3/15 tax payment due dates
	<i>Interest Accrued</i>	16,662.78 allocated monthly
Less:		
		FY25 \$40,000 grant match, less \$3,075 actual spent to date
Main St Park	(36,925.00)	FY25
Crescent Connector	(90,000.00)	estimated
		FY25 \$250,000 grant match, less \$1,856.25 actual spent to
Amtrak Grant Match	(248,143.75)	date
<b>Balance of Economic Development Funds Available</b>	<b>624,758.01</b>	
Projected FY25 Economic Development Fund Revenue	-	
<b>Projected FY25 Economic Development Fund Balance</b>	<b>624,758.01</b>	

updated 3/7/25

**ANNUAL FINANCIAL PLAN - TOWN HIGHWAYS**  
**19 V.S.A. § 306(j)**

TA-60

\_\_\_\_\_ of \_\_\_\_\_ Fiscal Year \_\_\_\_\_ Begin \_\_\_\_\_ End \_\_\_\_\_

**INCOME**

DESCRIPTION	ESTIMATED
State Funds - 19 V.S.A. Section 306(a):	
Class 1	\$
Class 2	\$
Class 3	\$
Town Tax Funds – 19 V.S.A. Section 307	\$
Special Funds (e.g., bonds or earmarks):	
a.	\$
b.	\$
c.	\$
<b>TOTAL</b>	<b>\$</b>

**EXPENSES**

DESCRIPTION	ESTIMATED
Winter Maintenance	\$
Non-Winter Maintenance	\$
Major Construction Projects	
a.	\$
b.	\$
c.	\$
<b>TOTAL</b>	<b>\$</b>

**Comments:**

This form shall be signed by the appropriate town officials and forwarded to the District Transportation Administrator.

TA-60 Rev 09-13

**ANNUAL FINANCIAL PLAN - TOWN HIGHWAYS**

**TA-60**

**19 V.S.A. § 306(j)**  
**(page 2)**

We, the Legislative Body of the Municipality of \_\_\_\_\_ certify  
that funds raised by municipal taxes are equivalent to or greater than a sum of at least **\$300.00**  
per mile for each mile of Class 1, 2, and 3 Town Highway in the municipality. (19 V.S.A. 307)

*Jessica Morris*

Finance Director

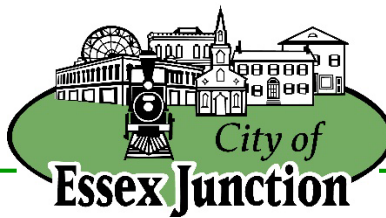
Date: 2/27/25

\_\_\_\_\_  
(Duly Authorized Representatives)

The submitted Town Plan meets the requirements of Title 19, Section 306(j).

\_\_\_\_\_  
District Transportation Administrator

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



## MEMORANDUM

**To:** City Council

**From:** Joanne Pfaff

**Meeting Date:** March 12, 2025

**Subject:** Regional Boards and Committees

---

**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](#)

[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

## **AGREEMENT**

AGREEMENT MADE and effective this 5th day of March, 2025 by and between the Town of Essex, Vermont ("Essex") and the Town of Williston, Vermont ("Williston") (collectively the "Towns"):

WHEREAS the Towns have each established and currently maintain municipal police departments serving their respective municipalities; and

WHEREAS the Towns require law enforcement dispatch services ("Services") 24-hours per day; and

WHEREAS since 2022, the Towns have combined their respective Services, co-located their personnel and equipment in a single location, and tasked the personnel assigned to that location to provide 24-hour Services to both Towns; and

WHEREAS the Towns desire to continue to jointly provide 24-hour Services pursuant to the terms of this Agreement.

NOW THEREFORE BE IT AGREED by the Towns, in exchange for good and valuable consideration the receipt and sufficiency of which they each acknowledge, that:

1. **CO-LOCATION:** The Essex Services and Williston Services shall continue to be co-located in the Essex Police Department law enforcement dispatch center ("Essex LEDC"), 145 Maple Street, Essex Junction, Vermont. To sustain successful co-location:
  - a. Williston shall: (i) continue to locate its existing equipment at the Essex LEDC and install any additional equipment it acquires at the Essex LEDC at its own cost and expense; and (ii) continue to assign its law enforcement dispatch center personnel and any new law enforcement dispatch service employees hereafter hired to the Essex LEDC.
  - b. Essex shall, maintain the current configuration of the Essex LEDC to: (i) accommodate the efficient operation of the Williston LEDC equipment previously transferred to the Essex LEDC; and (ii) accommodate the Williston personnel assigned to the Essex LEDC and any additional equipment hereinafter installed.
2. **COST SHARING.** The parties shall each be responsible for fifty percent (50%) of the costs for common expenses such as liability insurance for the Essex LEDC and repair, maintenance and replacement of shared equipment, furniture, and fixtures.
3. **RESPONSIBILITY FOR EMPLOYEES.** Each Town shall be responsible for and shall independently manage, compensate, provide benefits to, discipline and discharge its respective employees and independent contractors assigned to the Essex LEDC, and neither Town may nor shall be responsible for the employees or independent contractors of the other Town.

4. OPERATION OF ESSEX LEDC:

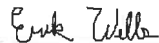
- a. Essex shall continuously provide all reasonable and necessary utility services to the Essex LEDC during the term of this Agreement.
- b. Essex shall assure that the working conditions in the Essex LEDC are compliant with all applicable state and local laws and regulations, including but not limited to accessibility by persons with disabilities.
- c. Essex is responsible for maintaining good order and responsible behavior within the Essex LEDC and may take such action or actions as it deems necessary to maintain good order and responsible behavior.
- d. Authorized Williston employees shall have access at all necessary times to the Essex LEDC.
- e. Williston and its employees will comply with all reasonable security and other requirements of Essex for access to the Essex LEDC and shall conduct themselves in a professional and courteous manner while at the Essex LEDC.
- f. Upon the effective date of this Agreement, each Town shall designate three (3) individuals, as its designated representatives to the "LEDC Working Group." The LEDC Working Group shall meet periodically as it deems necessary during the term of this Agreement to discuss the functioning and operation of the co-located LEDC and to make recommendations for changes or improvements to the functioning or operation of the co-located LEDC or to the terms of this Agreement. The minutes of the LEDC Working Group meetings, and recommendations arising from its efforts shall be promptly sent to each of the Town Managers. The respective Town Managers will consult each other on such recommendations and, if necessary, meet with the LEDC Working Group to determine whether the recommendations will be implemented and how.

5. STAFFING. Annually, both Williston and Essex shall review call for service volume to ensure equal distribution of resources between the agencies.
6. TERM. This Agreement shall be effective as of the date first written above and shall remain in full force and effect until June 30, 2028, or until terminated upon ninety (90) days prior written notice by one Town to the other, whichever occurs earlier.
7. EXTENSION. The Towns may by mutual agreement extend the term of this Agreement to June 30, 2029. Either party wishing to extend the agreement shall give written notice to the Town Manager of the other party on or before January 1, 2028.
8. ENTIRE AGREEMENT. This document is the entire agreement between the Towns and supersedes and replaces entirely all prior discussions, negotiations, promises and agreements between the Towns on the subjects herein covered.

9. AMENDMENT. This Agreement may be modified by the parties only in writing and only if such a writing or writings is/are signed by authorized representatives of each party.
10. VERMONT LAW. This Agreement shall be interpreted and enforced in accordance with the laws and jurisprudence of the State of Vermont.

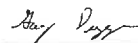
#### SIGNATURE BLOCKS

At Williston, Vermont, this 5th day of March, 2025:



Erik Wells, Williston Town Manager  
Duly Authorized

At Essex Junction, Vermont, this 5th day of March 2025:



Greg Duggan, Essex Town Manager  
Duly Authorized

## **POLICE COMMUNITY ADVISORY BOARD**

**February 18, 2025**

### **POLICE COMMUNITY ADVISORY BOARD**

#### **REGULAR MEETING**

#### **MINUTES OF MEETING - DRAFT**

**February 18, 2025**

**POLICE COMMUNITY ADVISORY BOARD:** Gwendolyn Evans, Dan Maguire, Vince Cuciti, Christina Hagestad, Jenny Parker and David Harrington

**ABSENT:** Jody Kamon (Advisor)

**STAFF:** Alyssa March, Community Liaison, Essex Police Department

**ADMINISTRATION:** Ron Hoague (EPD Chief)

**OTHERS PRESENT:** Marcus Certa

#### **1. CALL TO ORDER**

*Chair Christina Hagestad called the meeting to order at 6:01pm.*

#### **2. AGENDA ADDITIONS/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 January meeting.*

#### **6. BUSINESS ITEMS**

*a. The Chief reported on department updates. The Chief and Alyssa discussed the incident mapping that is now live on the PD website. They discussed the benefits of the incident mapping and what people in the community can look at. The chief explained the three different reports that can also be made online instead of people filling out hard copies. Jenny had questions about the juvenile calls listed on the map as well as what the family calls represent. The Chief and Alyssa will be following up with those questions. Sensitive calls, such as domestic violence or sexual assaults, will not be listed for privacy reasons.*

*b. Public Safety Survey Task List: The Board went through Vince's survey and approved and denied multiple questions with reasons why. The Board will continue to go through these questions at the next meeting.*

*Vince, Alyssa and potentially David will be meeting with Survey Monkey on Friday to discuss how to set up the survey and costs.*

#### **7. ADJOURN**

*A motion to adjourn was made by Christina. The motion was seconded and approved by the Board. The meeting adjourned at 7:33pm.*

Respectfully submitted,

Alyssa March  
Community Affairs Liaison

**CITY OF ESSEX JUNCTION  
DEVELOPMENT REVIEW BOARD  
MINUTES OF MEETING  
FEBRUARY 20, 2025  
DRAFT**

**MEMBERS PRESENT:** John Alden, Chair; Maggie Massey, Vice-Chair; Luke Brockmeier; Cristin Gildea; Dylan Zwicky

**ADMINISTRATION:** Michael Giguere, City Planner

**OTHERS PRESENT:** Michael Alvanos, Bethany Clark, Diane Clemens, Kris McEwing, Tim Mack

**1. CALL TO ORDER**

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

Mr. Giguere noted that this is a hybrid meeting, and that staff are present at 6 Lincoln Street to ensure public participation. While efforts will be made to accommodate remote public participants, in-person participation is the only legally mandated form of public participation. If there are technical difficulties the meeting may be paused and resumed on March 20<sup>th</sup>, 2025. All votes that are not unanimous will be done via roll call.

**2. ADDITIONS OR AMENDMENTS TO AGENDA**

None.

**3. PUBLIC TO BE HEARD**

None.

**4. MINUTES**

**a. Regular Meeting – November 21, 2024**

**JOHN ALDEN made a motion, seconded by DYLAN ZWICKY, to approve the minutes of November 21, 2024, with changes. Motion passed 5-0.**

**Changes:**

-Mr. Giguere said that, in November, an applicant requested to have both conceptual and final site plan approval. The intention of the board was to continue the public hearing, however the public hearing was closed. Staff has re-warned the public hearing for final approval in December. The minutes must reflect what was spoken. Other corrections to this draft were made on December 19, 2024.

**b. Regular Meeting- December 19, 2024**

**DYLAN ZWICKY made a motion, seconded by MAGGIE MASSEY, to approve the minutes of December 19, 2024, with changes. Motion passed 5-0.**

**Changes:**

-On page two, the spelling of Mr. Sevcik's name is to be corrected.

-On page four, Mr. Greg is to be changed to read to Mr. Dixon.

-On page four, a grammatical correction is to be made to Dylan Zwicky's motion moving the word "by" in front of "John Alden".

## **5. PUBLIC MEETING**

### **a. Conceptual site plan to add three dwelling units to an existing three-story mixed-use building with two dwelling units and commercial space at 34 Park Street in the Village Center District by Park Street Ventures, LLC, owner**

Mr. Alden swore in all individuals who intended to speak during this meeting under the following oath: "I hereby swear that the evidence I give in the cause under consideration shall be the whole truth, nothing but the truth so help me God or under the pains and penalties of perjury."

Mr. Alvanos, of JRMA Design Studio, Mr. McEwing and Mr. Mack of Park Street Ventures, presented. Mr. Alvanos said that this is an existing building where three additional residential units will be added to the upper level. These include a studio, lofted one-bedroom and a one-bedroom apartment. The applicant would like to only do interior renovations. Two new windows will be on the building's exterior. Mr. Alden said that this is the former lumber building, above East Coast Printing. He said that it is likely a historic building. He said that this is a good chance to add housing in this neighborhood. Ms. Gildea asked if there is any tenant parking. The applicant stated that there is sufficient parking and Mr. Giguere said that there is no parking requirements in the Village Center District. Mr. Alden suggested including parking management in the site plan in the future. Mr. Brockmeier said the mannequin at Karen's Kloseit helps to slow down drivers and that he would like to see how this building can help to make the area more walkable. Ms. Gildea expressed safety concerns about living above a printing business regarding odor and noise. She also expressed concern about the mitigation of the hardware store storage that was previously in the space. Mr. Alden said that this is outside the scope of the DRB. This application will also be subject to the Vermont Energy Code.

Mr. Alden asked staff if adding additional residential units will require a full site upgrade. Mr. Giguere said that the LDC will require landscaping and lighting plans as well as temporary bike parking. He said that this is an opportunity for development to contribute to public betterment, but also questioned the applicability of some requirements, such as the street tree requirement. The DRB would be responsible for determining the applicability of the LDC requirements in this case. Mr. Alden said that the most that he could see was some type of pro-rated requirement based on the size of the change in use. He said that improvements are possible for the pedestrian experience in this area, prorated with the size of the space that is changed in use. Mr. Mack said that he agrees on some level with the bike parking and said that a lighting plan can be developed with existing lighting. Mr. Alden said that the current building is fully operational and that he would only be interested in what affects the new apartments. He said that staff may have a lighting plan on file. Mr. Alden said that all elements are not required to be in place for a conceptual application. He said that the DRB is more concerned with the exterior plans than interior, as this is their jurisdiction. Waivers for bike parking were discussed, and it was determined that there is a waiver for less than six units. Mr. Brockmeier said that the bike parking may be used by people at other buildings, which would serve to promote this building as well.

Mr. Alden requested public comment. Ms. Clemens said that it would be good for this building to come to code since they are updating and have sufficient bike parking for the entire building. She asked where the snow removal for the building would be and noted that snow piles can make parking difficult. She suggested that the Planning Commission discuss retrofits in the future. She suggested that the DRB require some greenery in the front of the building. Mr. Alden said that the streetscape has just been done with the Crescent Connector and said that if this was not done then than he does not see a need to do so.

Mr. Alden said that it is important to know if this site currently meets regulatory requirements prior to making any decisions.

**MAGGIE MASSEY made a motion, seconded by DYLAN ZWICKY, to close the public meeting. Motion passed 5-0.**

**6. OTHER DEVELOPMENT REVIEW BOARD ITEMS**

Mr. Giguere said that the Land Development Code updates have been warned by the City Council for a public hearing next week. Mr. Alden asked if a joint meeting would be scheduled with the Planning Commission, and said that he would like to see one set up.

**7. ADJOURNMENT**

**DYLAN ZWICKY made a motion, seconded by LUKE BROCKMEIER, to adjourn the meeting. The motion passed 5-0 at 7:36 PM.**

Respectfully submitted,  
Darby Mayville