



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

Online & 2 Lincoln St.  
Essex Junction, VT 05452  
**Wednesday, April 26, 2023**  
**6:30 PM**

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

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

Phone: (802) 878-6944

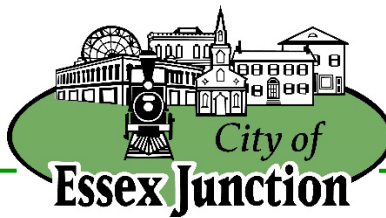
This meeting will be in-person at 2 Lincoln Street and available remotely. Options to watch or join the meeting remotely:

- **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 on Items Not on Agenda
5. **BUSINESS ITEMS**
  - a. Discussion and Consideration of Authorization of Architect contract with ARPA Funds & 2 Lincoln Renovation
  - b. Discussion and Consideration of IT Segregation and Managed Services Contract
6. **RECOGNITION**
  - a. Consider Resolutions of Appreciation: George Tyler & Dan Kerin
7. **CONSENT ITEMS**
  - a. Approve Check Warrants #17349 (040723); and #17350 (041423)
  - b. Approve Minutes: April 3, 2023; April 10, 2023; April 12, 2023
  - c. Acting as the Liquor Control Commission: Liquor License Approvals
  - d. Discussion and Consideration of the DWSRF Service Line Inventory Loan Application
  - e. FY24 Grants-in-Aid Application
  - f. \*Local Emergency Management Plan Annual Approval
8. **READING FILE**
  - a. Council & Manager member comments
  - b. March 2023 Financial Reports
  - c. Tree City USA Award 2023
  - d. March Library Report
  - e. Planning Commission: April 6, 2023
  - f. Joint Housing Committee: April 5, 2023
  - g. Senior Center & Services Status Update Memo
9. **EXECUTIVE SESSION**
  - a. \* An executive session may be needed to discuss municipal emergency response measures, the disclosure of which could jeopardize public safety
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.*





## MEMORANDUM

**To:** City Council

**From:** Regina Mahony, City Manager

**Meeting Date:** 4/26/2023

**Subject:** Discussion and Consideration of 2 Lincoln Renovation & Authorization of Architect and Engineering Services contract with ARPA Funds

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### Issue

The issue is that the City of Essex Junction will be renovating the existing municipal offices at 2 Lincoln Street to accommodate the future needs of the City and to make the building more accessible.

### Discussion

There are three components of this agenda item:

1. Authorization of an Architect and Engineering Services contract with Scott + Partners with ARPA Funds
2. Schedule/next steps
3. Presentation and discussion of the schematic plans for the 2 Lincoln renovation

*Architect and Engineering Services contract:* Scott + Partners has significant history working on and in 2 Lincoln Street and is uniquely qualified for this service due to experience and knowledge of 2 Lincoln. Therefore, regarding procurement, my recommendation is that this qualifies as a sole source contract. The attached proposal describes the project and includes a scope of work and fees for the architectural services that will be presented at the meeting.

*Schedule/next steps:* There are a lot of variables that will adjust this schedule; and this is likely too optimistic, but the hope is:

1. Issue a RFP and retain a Construction Manager by June 2023
2. Refine the plans and associated construction cost estimates
3. Go out to bid in Fall 2023
4. Start construction on or about January 2024
5. Construction completed in Summer 2024

*Presentation and discussion of the schematic plans for the 2 Lincoln renovation:* The attached plans achieve many goals including establishing a formal entry way, accommodation of city office space, an elevator, and accommodates the main room of the Essex Area Senior Center and accommodates CHIPS on the second floor. The plans do reduce the available area for both tenants; this was unavoidable. There are requests from CHIPS that we will try to accommodate.

### Cost

The fee proposal from Scott + Partners for this work is \$231,419. The ARPA funds balance is roughly \$2.8 million. The conceptual project estimate is \$3.1 million; and not all costs are included: technology and security improvements, construction manager costs (very rough estimate of \$100,000), rent for City offices someplace else, etc.

Staff is not recommending assignment of the ARPA funds in full to the construction of this project right now because there are many more steps needed first. However, given the rough cost estimate is \$3.1, which is



already higher than the available ARPA funds, it is a good time to assess the status before moving forward. I think it would behoove us to take the next step in getting a construction manager secured to establish more exact estimates; however, I'd like to discuss this with the Council.

For your information, the ARPA funds balance as of 4/6/23 is as follows:

**ARPA Funds Balance Detail**

ARPA Funds Received 2021	1,622,172.19
ARPA Funds Received 2022	1,622,936.98
Interest Accrued	3,320.73
Less:	
Assigned by Council for masks on 1/25/22	(40,000.00)
FY24 Budget Transfer Remaining	(93,750.00)
ARPA Funds Spent to Date	<u>(305,364.88)</u>
<b>Balance of ARPA Funds Available</b>	<b>2,809,315.02</b>

**Recommendation:**

Staff recommends the Council assign \$231,419 in ARPA funds for this project, authorize the contract and authorize the City Manager to execute the Architect and Engineering Services contract with Scott + Partners for an amount not to exceed \$231,419, pending legal review.

A large mask purchase doesn't seem necessary at this time, so it may also make sense to unassign the \$40,000 for masks that was done by the Council on 1/25/22.

**Recommended Motion:**

Should the Council decide to move forward with the recommendations, here are two recommended motions:

"I move that the City Council assign \$231,419 in ARPA funds for this project, authorize the contract and authorize the City Manager to execute the Architect and Engineering Services contract with Scott + Partners for an amount not to exceed \$231,419, pending legal review."

"I move that the City Council unassign \$40,000 in ARPA funds for masks that was assigned by the Council on 1/25/22."

**Attachments:**

Proposal for Renovations and Improvements to Lincoln Hall from Scott + Partners  
B133 Contract Form  
Lincoln Hall Design Revisions  
Conceptual Phase Construction Cost



2 March 2023 (Rev. 4-21-2023)

Ms. Regina Mahony, City Manager  
City of Essex Junction  
2 Lincoln Street  
Essex Junction, VT 05452

**RE: Proposal for Renovations and Improvements to Lincoln Hall**

Dear Regina,

I appreciate the opportunity to provide you with the attached Proposal for Architectural and Engineering Services in connection with major improvements to Lincoln Hall as it seeks to continue its long history as the center of municipal business in our newly established *City* of Essex Junction. This proposal covers standard AIA design phases including Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration. I note that we have produced several previous conceptual designs and measured most of the existing building, so we are not starting from zero. I have reduced the Schematic Design phase fee accordingly. The design phases mentioned are more fully described below.

This proposal includes S+P providing team leadership and architectural design. We will prepare several options based on the direction received at our most recent meeting. A copy of the minutes are attached as the basis for our proposal. Structural engineering will be provided by DuBois & King, Inc. Mechanical, Electrical & Plumbing (MEP) engineering will be provided by Pearson & Associates, the same firm that did the load calculations for the City (through Tom Yandow) last year. We understand that a new electric service is proposed to upgrade existing power, split the fire station off from a shared power feed, support a new elevator, and relocate the primary incoming lines/transformer away from the green space by the parking lot entry. New mechanical systems will also be necessary to provide for expanded use and occupant comfort/control.

The attached proposal outlines our full scope of services and deliverables. This *Letter of Proposal* shall serve as the basis of our agreement. With direction from the City, our final agreement will be tailored to use a Construction Manager. Accordingly, we are preparing an AIA B133 Owner-Architect Agreement (used when there is a Construction Manager involved). A draft copy is attached. We will review this in detail with you before finalizing it for signature. Further, as part of our normal services, we will prepare the CMc agreement (AIA-A133 CMc) for your review. Let me know when you have time to review the proposed agreements.

Best regards,



**Scott + Partners, Inc.**  
John B. Alden, A.I.A.  
Principal



## Proposal for Architectural Services

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Date: 2 March 2023 (*Rev. 4-21-2023*)

**Project:** Improvements to Lincoln Hall, Essex Junction City Offices

**Client:** City of Essex Junction

**Client Representative:** Regina Mahony, City Manager

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### **Project Description:**

This project focuses on design modifications to the existing historic Lincoln Hall to support expanded municipal government activities. Specific improvements shall include:

1. Maintain major historic and functional entry points and the public (5 corners) street facades.
2. Provide public access clerk's window and secure work area near existing vault.
3. Eliminate current staff office space in the basement and improve access and air-quality for other uses.
4. Install passenger elevator to serve basement, first and second floors. Integrate with accessible routes to provide full accessibility to all parts of the facility.
5. Maintain current Senior Center on ground floor. Some use of existing space off main hallway may be permitted. Plan for future integration of services and access.
6. Maintain current Teen Center space on second floor. Some use of existing space at the north end may be permitted for City offices. Plan for future integration of services and access.
7. Update MEP systems. A new electrical service and relocation of the existing generator is anticipated. A new or improved HVAC system is anticipated. Evaluate sprinkler coverage and need based on code.
8. Include provisions for a secure public entry from the parking lot. Improve main entry from parking lot.

We are excited to create a phased solution that responds to the short and long-term visions for this significant building. With guidance from your office and the City Council, we will produce a new functional layout and interior design that is both respectful of its history and embracing of its future.

### **SCOPE OF WORK:**

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#### **General:**

Scott + Partners, Inc. (**S+P**) shall provide all necessary architectural, structural, mechanical, plumbing and electrical engineering services required for the design of this project. The structural engineering work is limited to the designs required for proposed modifications to the existing building, potential new entry from parking, and support of new equipment. We have not included full design of the sprinkler system based on the assumption that the sprinkler system is not required. If it is, we will engage an engineer to provide a



performance specification with the major design provided by the sprinkler sub-contractor during construction. It is assumed that any Civil design work required by the improvements, including site improvements to support the exterior electrical work and relocation of ground mounted components will be designed by the City engineer (Hamlin Consulting Engineers).

#### **Schematic Design Phase - Confirmation of Project Scope:**

- Work with Harlan, Regina and others to finalize a program. See attached meeting notes for current list of offices and support spaces.
- Continue to advance layout options for review by the City. Estimate two (2) meetings to review.
- Plans to show existing and new walls, built-in casework, counters and other fixed features. Show public and staff circulation on each floor, elevator location, bathrooms, exits, windows, doors, room sizes, and suggested furnishings.
- Research existing conditions and systems (all trades). Indicate spaces to be impacted by this phase of work and space to be more fully addressed in the future (Senior center/Teen Center).
- Develop code review outlining life-safety, accessibility and other code requirements. Review need for sprinkler system and advise.
- Develop entry options from parking lot side or reuse existing.
- Develop preliminary Mech, Elec, and Plumbing system designs. Generate load information and select equipment basis of design.
- Develop narrative outlining materials and finishes.
- Provide Schematic Design estimate for the construction cost and project costs. Review with City.
- **Deliverables:**
  - Provide Schematic Design Package consisting of plans, renderings, narrative/outline specifications, code review and Opinion of Project Cost to City for Review.
  - Present Schematic Design Package to City Council at public meeting.
  - Total of (4) four meetings.

#### **Design Development Phase:**

- Based on approved SD phase drawings and project information, with comments from the City, we will continue to develop the plan, project details and systems.
- Finalize code issues and review with the fire marshal, fire chief and DPW. Update plans as needed.
- Meetings: Continue to present drawings, furnishings and system designs to the City for review. (4) meetings anticipated.
- Prepare Construction Manager (CM) bid materials and assist City in hiring a CM.
- Develop detailed typical wall sections and details: typical partitions, stair enclosure, elevator shaft.
- Develop interior material and color schemes and present graphically or with material samples.
- Develop proposed reflected ceiling plans.



- Prepare Code Plan and other drawings for permits, City review (there may be site changes); present at DRB meeting if needed.
- Review energy compliance and efficiency opportunities with MEP team and Efficiency Vermont.
- Provide estimating package to the CM including updated project narrative, drawings and outline specifications.
- Deliverables:
  - Provide Design Development Package consisting of plans, details, renderings, color and material selections, updated narrative/outline specifications, code review to City for Review.
  - Assist in hiring Construction Manager. Provide DD package to CM for estimating.
  - Present Design Development Package to City Council at public meeting.
  - Total of (7) meetings.

#### **Construction Document Phase:**

- Meetings: Continue to present drawings and specification advancements to the City for review. (4) meetings.
- Complete Construction Documents for bidding: Drawings to include:
  - Building Code Assessment and general notes
  - Overall floor plans at (1/8" or larger) scale
  - Partial floor plans at 1/4 scale, fully dimensioned
  - Enlarged floor plans as required indicating proposed fixed and movable equipment.
  - Reflected ceiling plans
  - Interior elevations as required
  - Interior construction details
  - All interior wall types
  - Finish schedule
  - Door, interior glazed frames, and hardware schedules
  - Exterior details if needed (new entry).
- Project specifications: on the drawings or in book format by CSI sections.
- Bidding materials for use by the Construction Manager in obtaining sub-contractors and developing the final construction cost/Guaranteed Maximum Price (GMP).

#### **Bidding & Negotiation Phase:**

- Provide PDF files of Construction Documents to CM for distribution to bidders
- Attend pre-bid meeting with CM and bidders
- Issue addenda and clarifications to CM for distribution to bidders
- Review bids with City and CM
- Provide recommendations on CM bidding and establishment of final GMP.



### **Construction Administration Phase:**

- Attend pre-construction and weekly job meetings at construction site. Contractor shall issue meeting minutes
- Review all applicable submittals
- Issue responses as required for RFI's, etc.
- Review and sign monthly general contractor payment requisitions and change orders
- Provide Substantial Completion and Final punch list inspections.
- Review close out documentation provided by the Contractor for the Owner's records.

### **FEES:**

The fees outlined below are fixed fees. Fees will be invoiced monthly on a percent completed basis. Our total fee proposal based on the scope of work outlined above is **\$231,419**. This figure is carried in the Conceptual Estimate presented with the initial drawing package sent in February of 2023. This is further broken down into 2 Phases and by discipline as follows.

**Phase 1:** We are proposing a lump sum fee for Schematic Design and Scope Confirmation of **\$26,339**.

**Phase 2:** We are proposing an estimated fee of **\$205,080**. We expect to confirm this Phase 2 scope and fee during Phase 1 with your review and approval. This includes all consultants listed below. The permitting "allowance" shown in Design Development will be tracked separately and invoiced on an hourly rate basis.

Phase			S+P	M/P	Elec	FP	Struct	TOTAL
<b>Phase 1: Preliminary Design</b>	<b>Phase</b>	<b>Approx. %</b>						
Schematic Design* + Scope Confirmation (incl. credit)	SD	14%	\$10,839	\$6,440	\$4,760	\$1,500	\$2,800	\$26,339
<b>Phase 2: Final Design, Bidding and Construction</b>								
Design Development and Permitting**	DD	23%	\$33,306	\$10,580	\$7,820	\$1,500	\$4,600	\$57,806
Construction Docs	CD	37%	\$47,145	\$17,020	\$12,580	\$500	\$7,400	\$84,645
Bidding	Bid	4%	\$5,097	\$1,840	\$1,360	\$200	\$800	\$9,297
Construction Administration (based on 10 month duration)	CA	22%	\$31,032	\$10,120	\$7,480	\$300	\$4,400	\$53,332
<b>TOTALS</b>		<b>100%</b>	<b>\$ 127,419</b>	<b>\$46,000</b>	<b>\$34,000</b>	<b>\$4,000</b>	<b>\$20,000</b>	<b>\$231,419</b>
*Includes \$7,000 S+P/Arch credit for previous work								
**Includes \$5,000 allowance for permitting assistance								

**Exclusions:** The above fees exclude the following services. We can prepare a quote to add these services or treat them as additional services at an hourly rate if desired.

- Planning and Zoning permit work except as specifically noted above.
- Permit fees
- Civil engineering (recommend using the City engineer for any minor coordination or support work needed. The conceptual project estimate shows an estimated \$5,500 for this service.)
- Landscaping beyond replacement of existing plantings or pavement where disturbed by utility improvements. No exterior work beyond that required for relocating electrical equipment is anticipated



unless a new building entry is desired. If additional landscaping is warranted, suggest using the Tree Advisory committee to advise/select/place new plantings.

- Testing/analysis or preparation of remediation plans for any hazardous waste or potential hazardous waste suspected or found on site.
- Third party testing during design or construction. Note that certain commissioning, air quality, and envelope testing is highly advisable or may be required by code. We will recommend testing and assist with procuring services as needed.
- LEED Accreditation or other performance certification services.
- Historic consultation or historic analysis sometimes required by the State (SHPO). Due to limited exterior work, this is not anticipated.
- On-site project representation during construction (clerk of the works) services, other than the periodic site visits for observation purposes described above.
- Architectural or engineering services beyond the scope of work outlined in this proposal.

Reimbursable Expenses:

- Printing, Postage
- Travel outside Chittenden County, if any, invoiced at IRS current mileage rates

Hourly Rates:

Principal	\$150/Hour
Senior Architect	\$115/Hour
Senior Technical Staff	\$95/Hour
Project Designer	\$85/Hour
Technical Staff	\$75/Hour
Intern	\$65/Hour
Admin. Staff	\$60/Hour


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Client Approval:

\_\_\_\_\_  
Name, title

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

Scott + Partners, Inc.

  
\_\_\_\_\_  
John B. Alden, AIA, President

\_\_\_\_\_  
Date: 4-21-2023



## Project: Lincoln Hall – Essex Junction City Offices

### Meeting Minutes:

Meeting Date: 02/02/2023

Minutes Issued: 02/13/2023

Revised Issued: 04/21/2023

Location: Lincoln Hall, Essex VT

Attendees: Regina Mahony (City Manager), Harlan Smith (Buildings Coordinator), John Alden, Jocelyn Noyes (Scott + Partners).

Topic	Description
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#### Schedule

- |     |  |
|-----|--|
| 1.1 | The city would like to start on the project as soon as possible. The city is getting funding that must be spent in full by December of 2026. The construction schedule was also discussed, and it was determined that the city could move out temporarily to accommodate construction. |
|-----|--|

#### Budget

- |     |   |
|-----|---|
| 1.2 | The city has 2.8 million dollars for the project budget. There was discussion about additional funds potentially being available, through another grant if the project is eligible. |
|-----|---|

#### Program

- |     |   |
|-----|---|
| 1.3 | It was discussed that there were currently 8 people working in the city office. As of July 1 <sup>st</sup> , there will likely be 10 staff working in the office and potentially more depending on the Fiscal Year 2024 budget. They would like to have space to expand further. The future expansion should include at least 13 offices.                               |
| 1.4 | The Senior Center space will need to be reduced to accommodate the expansion. The work space in the north east corner of their area may be used in the initial rework.  |
| 1.5 | The Teen center and CHIPS will also need to be downsized to accommodate the increase in the City Offices. The City will work with the Teen Center and Chips to accommodate this and create a space that works for them. The City acknowledges the impact of this project.   |
| 1.6 | We are understanding that the following spaces will be required. <ul style="list-style-type: none"><li>○ <b>Offices (10 to start, with potential for 13):</b><ul style="list-style-type: none"><li>• City Manager</li><li>• Administrative Assistant</li><li>• City Clerk</li><li>• Assistant Clerk</li><li>• Finance Director</li><li>• Accountant</li></ul></li></ul> |



- Zoning Administrator Assistant
- Communications Director
- Community Development Director
- Human Resources Director
- **Community Room** (1 for large meetings, located off main lobby or public corridor. Access to Bathrooms.)
- **Public Bathrooms ((2) accessible from main lobby corridor.)**
- **Staff Bathroom (1 on each floor)**
- **Conference Room (1 small conference room)**
- **Title Search (Room for people to complete title searches and look at the drawings)**
- **Elevator (1 to connect all three floors)**
- **Lobby (Open space for public to enter the building and interact with staff via service counters.)**
- **Staff Break Room (1 room for all staff)**

1.7 We also understand the following items to be priorities within the renovation of the space.

- New Elevator
- Increase in air flow and improved mechanical systems for supply and ventilation air.
- New transformer to serve the building. (There is currently some discussion about the current transformer being replaced. New may be pole mounted. Harlan is working with GMP.
- Separate bathrooms for staff and public.

**Next Steps:**

- S+P to create a schematic plan to show a new concept for the space. This should include a central lobby that helps delineate public and private spaces.
- S+P to provide Regina and Harlan with a proposal for services.
- Pearson is the suggested MEP Engineer. They did a recent electric load calculation for the city.

*These notes are based on recollection and understanding of the meeting. Submit revisions or clarifications and they will be incorporated into the record of the meeting.*

Respectfully Submitted,

**Scott + Partners, Inc.**

John Alden, AIA

Jocelyn Noyes





# DRAFT AIA® Document B133® – 2019

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

**AGREEMENT** made as of the «Second» day of «March» in the year «Two  
Thousand Twenty-three»

(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

«City of Essex Junction» « »  
«c/o Regina Mahony, City Manager»  
«2 Lincoln Hall»  
«Essex Junction, VT 05452»

and the Architect:  
(Name, legal status, address, and other information)

«Scott + Partners, Inc.» « »  
«7 Carmichael Street»  
«Essex Junction, VT 05452»  
«John B. Alden, AIA, Principal in Charge»

for the following Project:  
(Name, location, and detailed description)

«Lincoln Hall Renovations»  
«Essex Junction, VT»  
«Interior renovations to Lincoln Hall»

The Construction Manager (if known):  
(Name, legal status, address, and other information)

«TBD» « »  
« »  
« »  
« »

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

«Program as referenced in 2-2-2023 meeting minutes included in S+P's written proposal dated 2 March 2023, attached as Exhibit 1. »

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

«The Project includes renovations to the existing municipal offices located in historic Lincoln Hall at 5 Corners, Essex Junction. Most of the work is interior. The exterior has been recently restored/refurbished (S+P, 2016) and is not part of this scope of work. However, a new entry vestibule is proposed on the North side, and there is a certain amount of electrical infrastructure that will be relocated from its current location on the North side.- »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

«The current project budget is based on an ARPA grant in the amount of \$2.8 million dollars. Additional funds are possible, but not committed at this time. »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:



.1 Design phase milestone dates, if any:

«Project construction funds must be committed by the end of December, 2024. However, the goal is to have the project out to bid in the fall of 2023. »

.2 Construction commencement date:

«The goal is to start construction on or about January 2024 . »

.3 Substantial Completion date or dates:

«On or about the summer of, 2024. »

.4 Other milestone dates:

«Retain a Construction Manager by the end of June of 2023. »

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

[ ☒ ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ☐ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

«None »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«Improved energy usage. Compliance with Vermont Energy code – CBES 2020 as applicable. New systems shall be selected that can be adapted to more sustainable systems in the future.–»

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

«Regina Mahony, City Manager, 2 Lincoln Hall. »

« »  
« »  
« »  
« »  
« »



§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

«Harlan Smith, Interim Building Coordinator, c/o Maple Street Park, 75 Maple St, Essex Junction, VT. »

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:  
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

«June 2023 »

- .2 Land Surveyor:

«Hamlin Consulting Engineers - City Engineer »« »

«Pearl St. »

«Essex Jct., VT »

« »

« »

- .3 Geotechnical Engineer:

« »« »

« »

« »

« »

« »

- .4 Civil Engineer:

«Hamlin Consulting Engineers - City Engineer »« »

«See Above »

« »

« »

« »

- .5 Other consultants and contractors:  
(List any other consultants and contractors retained by the Owner.)

«IT/Data vendor/installer - TBD »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
(List name, address, and other contact information.)

«John B. Alden, AIA »

«Scott + Partners, Inc. »

«7 Carmichael St., Suite 102 »

«Essex Junction, VT 05452 »

« 802-879-5153 »

« »

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:



(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«DuBois & King, Inc.»« »  
«6 Green Tree Drive »  
«S. Burlington, VT 05403 »  
« »  
« »

.2 Mechanical Engineer:

« DuBois& King, Inc. »« »  
« »  
« »  
« »  
« »

.3 Electrical Engineer:

« Pearson / DuBois& King, Inc. »« »  
« »  
« »  
« »  
« »

§ 1.1.12.2 Consultants retained under Supplemental Services:

« »

§ 1.1.13 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.



## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than «one million dollars» (\$ «1,000,000» ) for each occurrence and «two million dollars» (\$ «2,000,000» ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «one million dollars» (\$ «1,000,000» ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than «one million dollars» (\$ «1,000,000» ) each accident, «one million dollars» (\$ «1,000,000» ) each employee, and «one million dollars» (\$ «1,000,000» ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «two million dollars» (\$ «2,000,000» ) per claim and «three million dollars» (\$ «3,000,000» ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.



## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review, and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 ~~The Once the Construction Manager has been hired, the~~ Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.



§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### § 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and, if retained during this Phase, the Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and, if retained during this Phase, the Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and, if retained during this Phase, the Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and, if retained prior to this time, the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and, if retained prior to this time, the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

3.3.7.1 If no Construction Manager has been retained by the end of Schematic Design, the Architect shall update the opinion of probable construction cost and other documents listed in Section 3.3.2 above and present them to the Owner as outlined in the Architects proposal narrative, Exhibit 1.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.



## § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

3.4.1.1 Based on the Architect's narrative proposal, the Architect shall assist the Owner in retaining a Construction Manager. See Exhibit 1.

3.4.1.2 The Architect shall perform permitting and other activities listed in the Architect's narrative proposal, Exhibit 1.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

## § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the



Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

**§ 3.6.1.2** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.1.3** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed



to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

#### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

#### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.



§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*



Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Included - Architect (A)</u>
§ 4.1.1.2 Programming	<u>Included - Owner (O) and A</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Included with Schematic Design -A</u>
§ 4.1.1.4 Measured drawings	<u>Limited -A</u>
§ 4.1.1.5 Existing facilities surveys	<u>Limited- A</u>
§ 4.1.1.6 Site evaluation and planning	<u>O</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not Provided (NP)</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>NP – However, the Architect will develop a 3D model for his own use. It may be shared upon request.</u>
§ 4.1.1.9 Civil engineering	<u>O</u>
§ 4.1.1.10 Landscape design	<u>O</u>
§ 4.1.1.11 Architectural interior design	<u>Included -A</u>
§ 4.1.1.12 Value analysis	<u>Limited MEP analysis</u>
§ 4.1.1.13 Cost estimating	<u>O - through Construction Manager (CM)</u>
§ 4.1.1.14 On-site project representation	<u>NP</u>
§ 4.1.1.15 Conformed documents for construction	<u>Included -A</u>
§ 4.1.1.16 As-designed record drawings	<u>Included -A</u>
§ 4.1.1.17 As-constructed record drawings	<u>O through CM</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>NP</u>
§ 4.1.1.19 Facility support services	<u>NP</u>
§ 4.1.1.20 Tenant-related services	<u>NP</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Included -A</u>
§ 4.1.1.22 Telecommunications/data design	<u>O</u>
§ 4.1.1.23 Security evaluation and planning	<u>O</u>
§ 4.1.1.24 Commissioning	<u>O</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>NP</u>
§ 4.1.1.26 Historic preservation	<u>NP</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>O</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>O</u>
§ 4.1.1.29 Other Supplemental Services	<u>TBD</u>

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*



**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give



prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «two» ( «2» ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 «twenty» ( «20» ) visits to the site by the Architect during construction
- .3 «one-» ( «1» ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «one» ( «1» ) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «sixteen» ( «16» ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.



§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.



§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

~~§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 In recognition of the difficult estimating climate, unknowns in an existing historic building, and the potential fluctuation of the Owner's available budget, ~~if the Owner chooses to proceed under Section 6.5.3, the Architect, without-with~~ additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. ~~The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.~~

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.



## **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The



Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

**§ 8.1.4** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations



purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.



§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

« N/A »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«10% of the fee »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for



the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## **ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum  
(Insert amount)

« \$231,419. See Exhibit 1 for additional breakdown. »

- .2** Percentage Basis  
(Insert percentage value)

« » ( « » ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3** Other  
(Describe the method of compensation)

« »

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Services listed as "Included-A" on Table 4.1.1 are included in the base fee. Services not listed as "Included -A" shall be invoiced hourly at the rate listed in Exhibit 1, or at a fixed fee to be negotiated and agreed upon by both parties. »

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

« Additional Services shall be invoiced at the hourly rates listed in Exhibit 1, or at a fixed fee to be negotiated and agreed upon by both parties. »



§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus « ten » percent ( « 10 » %), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« <u>\$26,339</u> »	<del>percent</del> (	« <u>14</u> »	%)
Design Development Phase	« <u>\$57,806</u> »	<del>percent</del> (	« <u>23</u> »	%)
Construction Documents Phase	« <u>\$84,645</u> »	<del>percent</del> (	« <u>37</u> »	%)
<u>Bidding</u>	« <u>\$9,297</u> »	<del>(</del>	« <u>4</u> »	<u>%</u> )
Construction Phase	« <u>\$53,332</u> »	<del>percent</del> (	« <u>22</u> »	%)
Total Basic Compensation	<del>\$one</del> <u>hundred231,419</u>	<del>percent</del> (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« See Architect's Proposal, Exhibit 1. »

Employee or Category	Rate (\$0.00)

## § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of



additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « zero » percent ( « 0 » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

« N/A »

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « zero » (\$ « 0 » ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « zero » (\$ « 0 » ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « sixty » ( « 60 » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

« zero » % « 0% »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

« »

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:



- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
(Insert the date of the E203-2013 incorporated into this agreement.)

«N/A »

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ « N/A » ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
(Insert the date of the E234-2019 incorporated into this agreement.)

« »

[ « X » ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Architect's Narrative Proposal, Exhibit 1. »

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Regina Mahony, –»« City Manager »

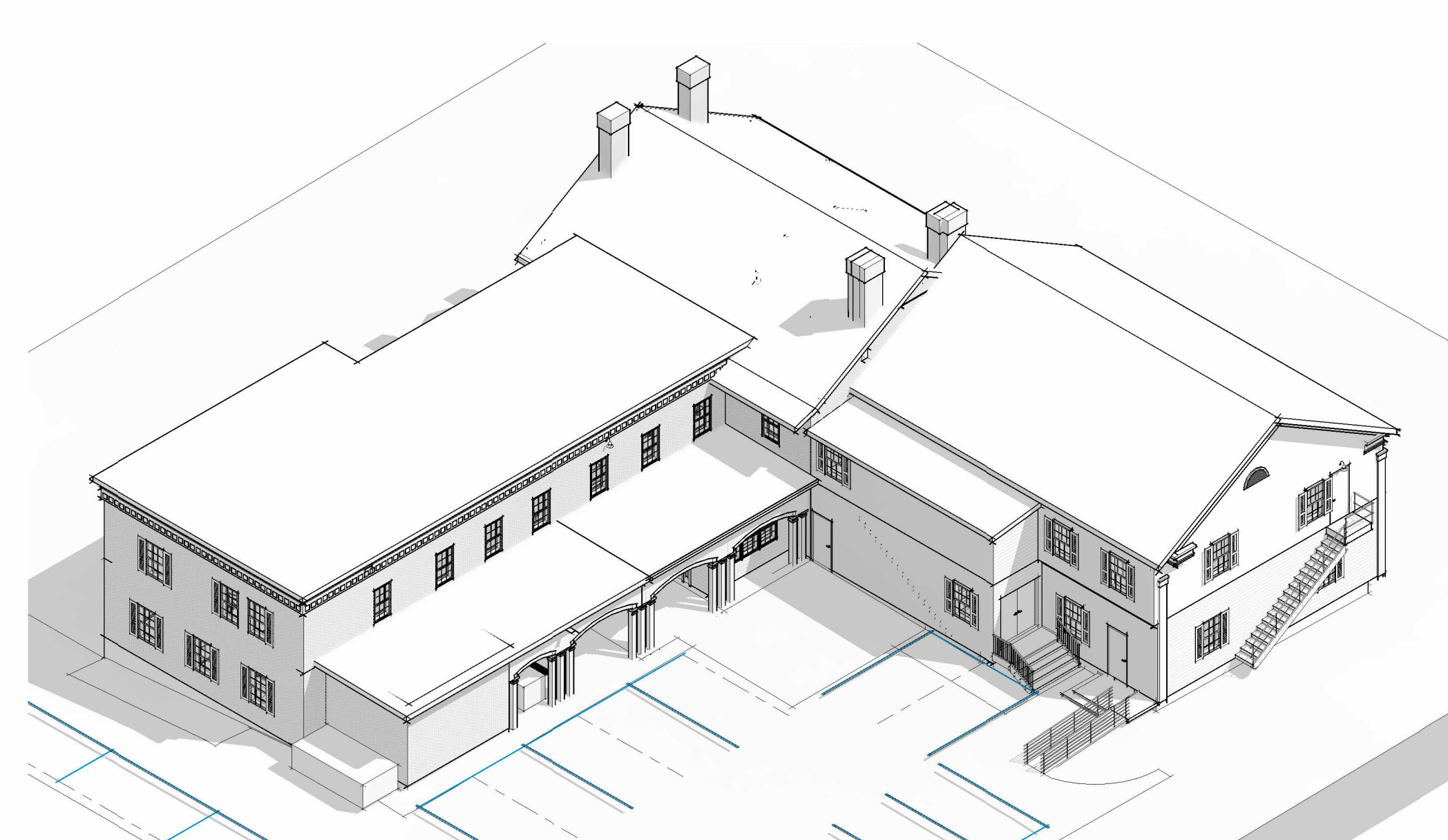
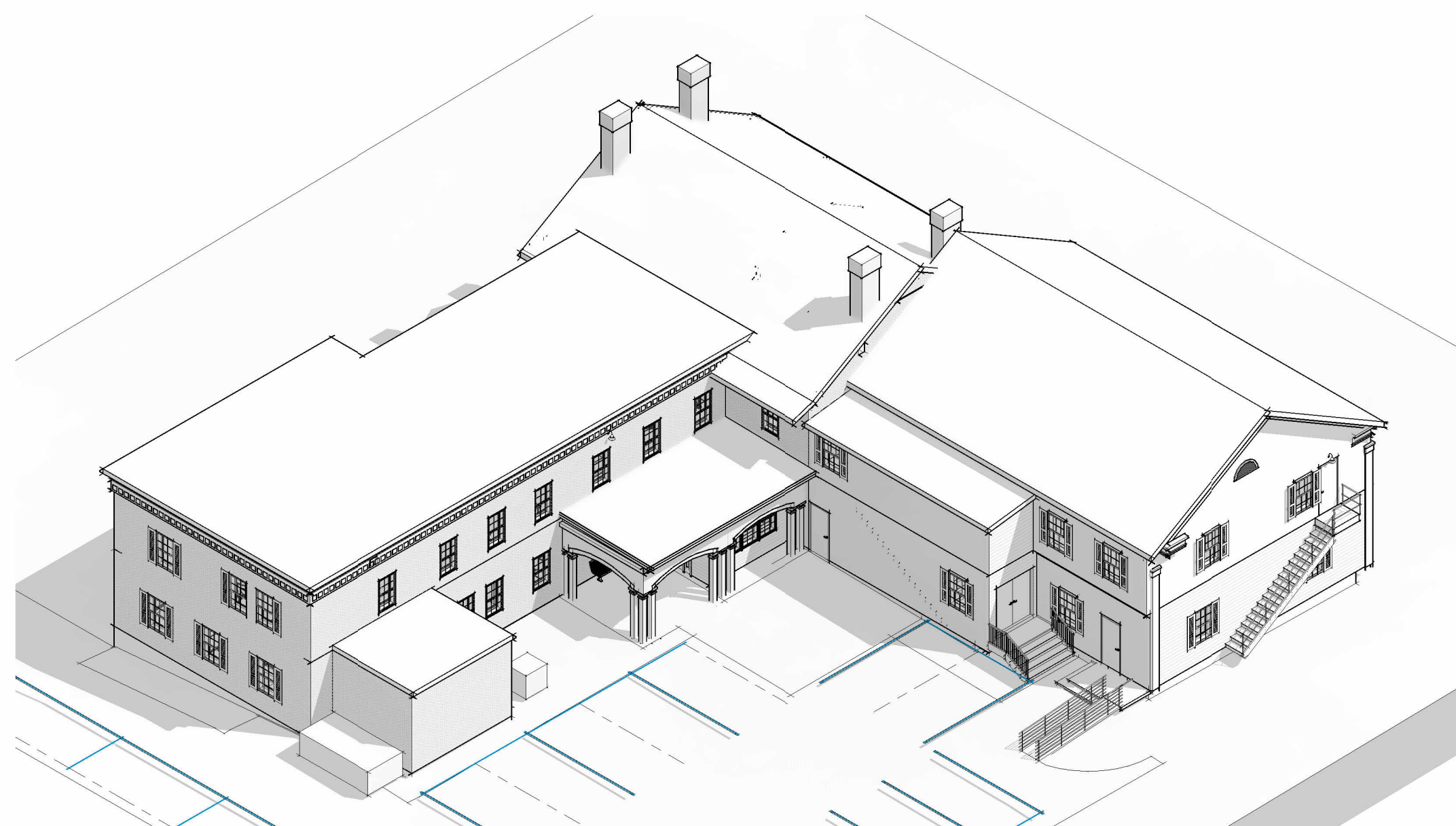
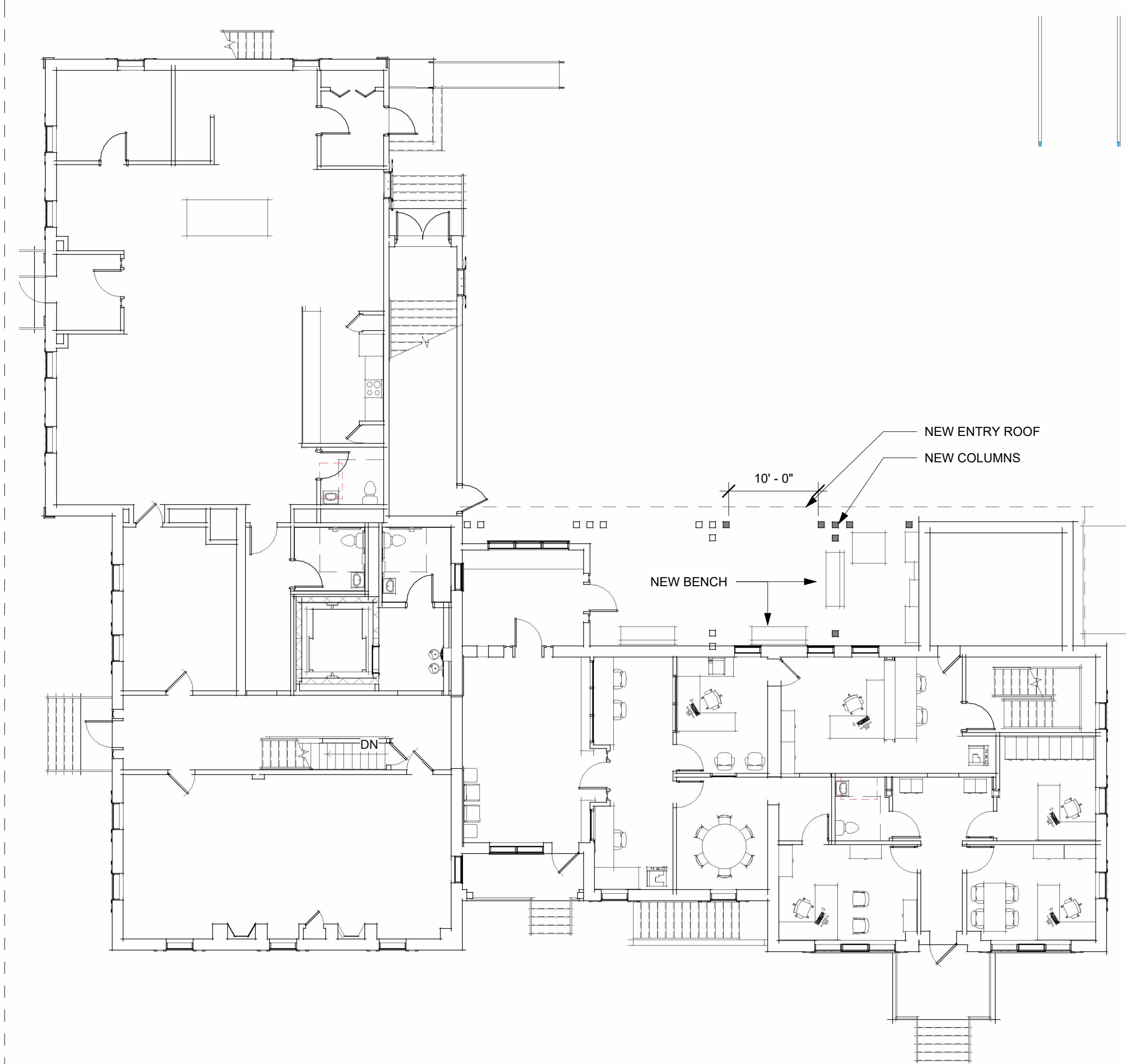
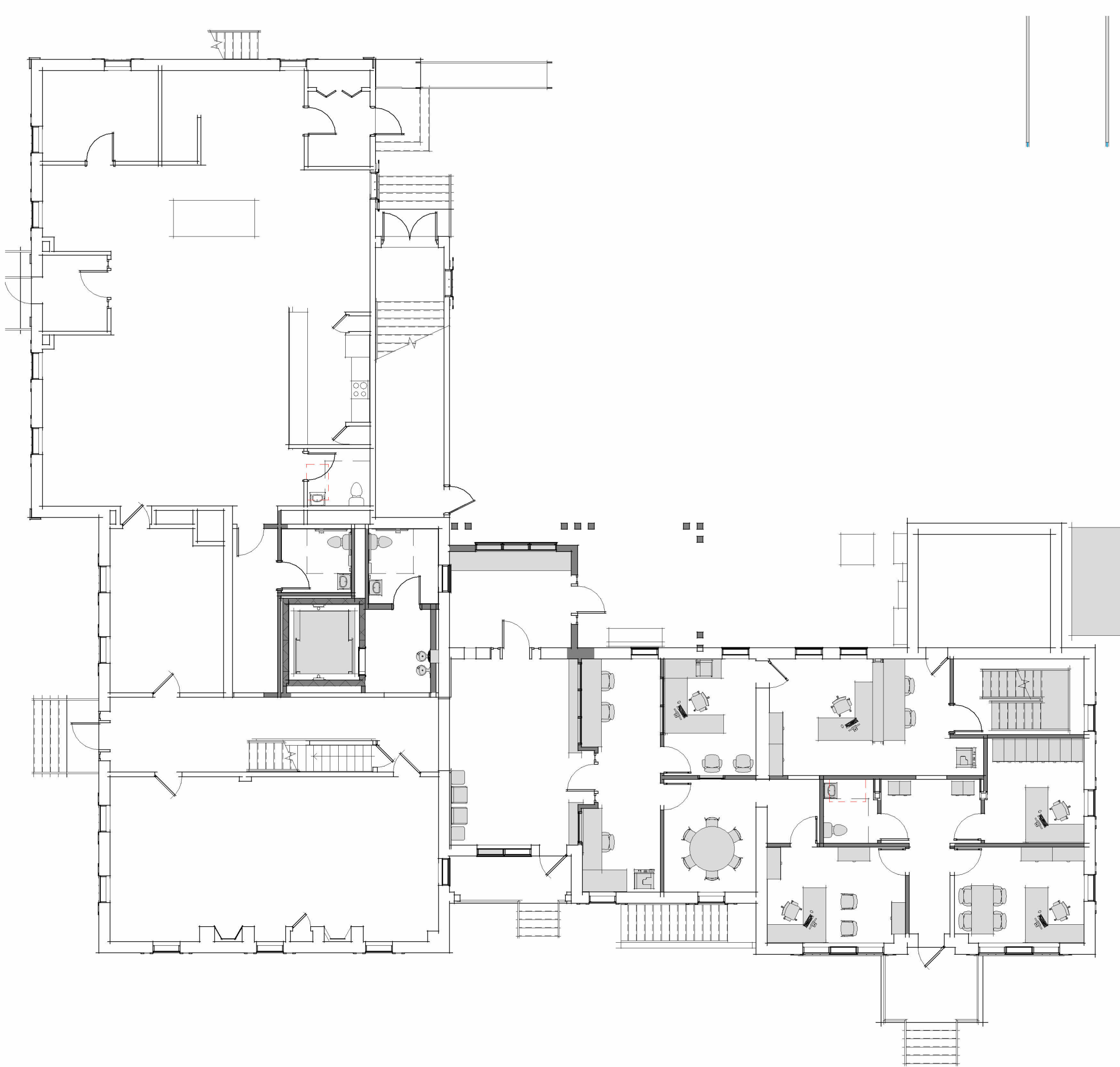
(Printed name and title)

ARCHITECT (Signature)

« John B. Alden, AIA »« President »

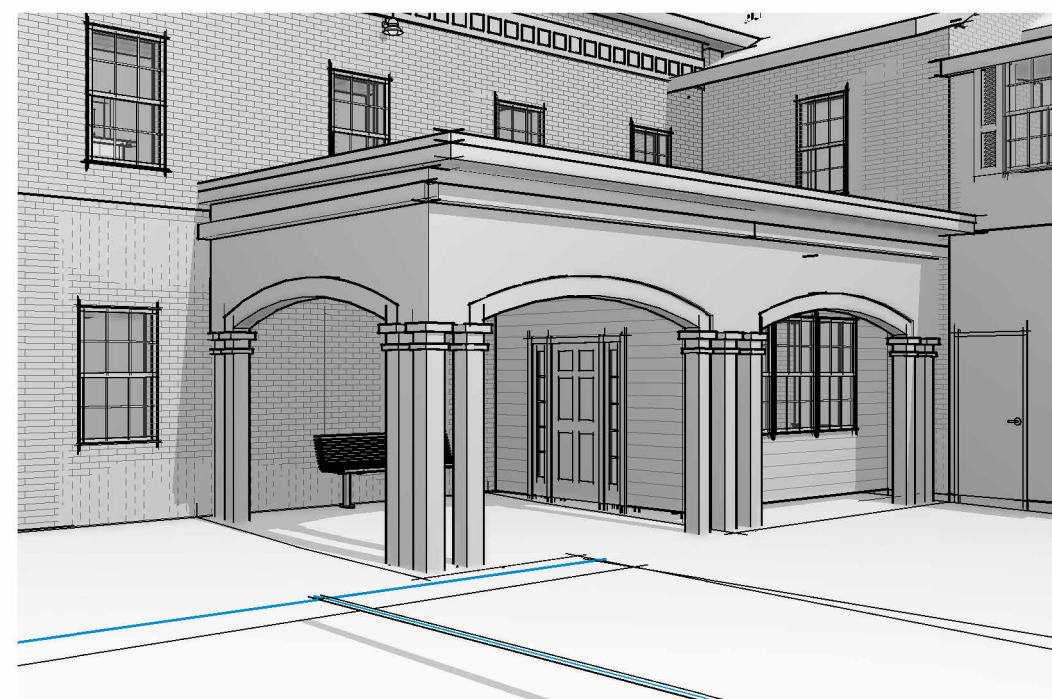
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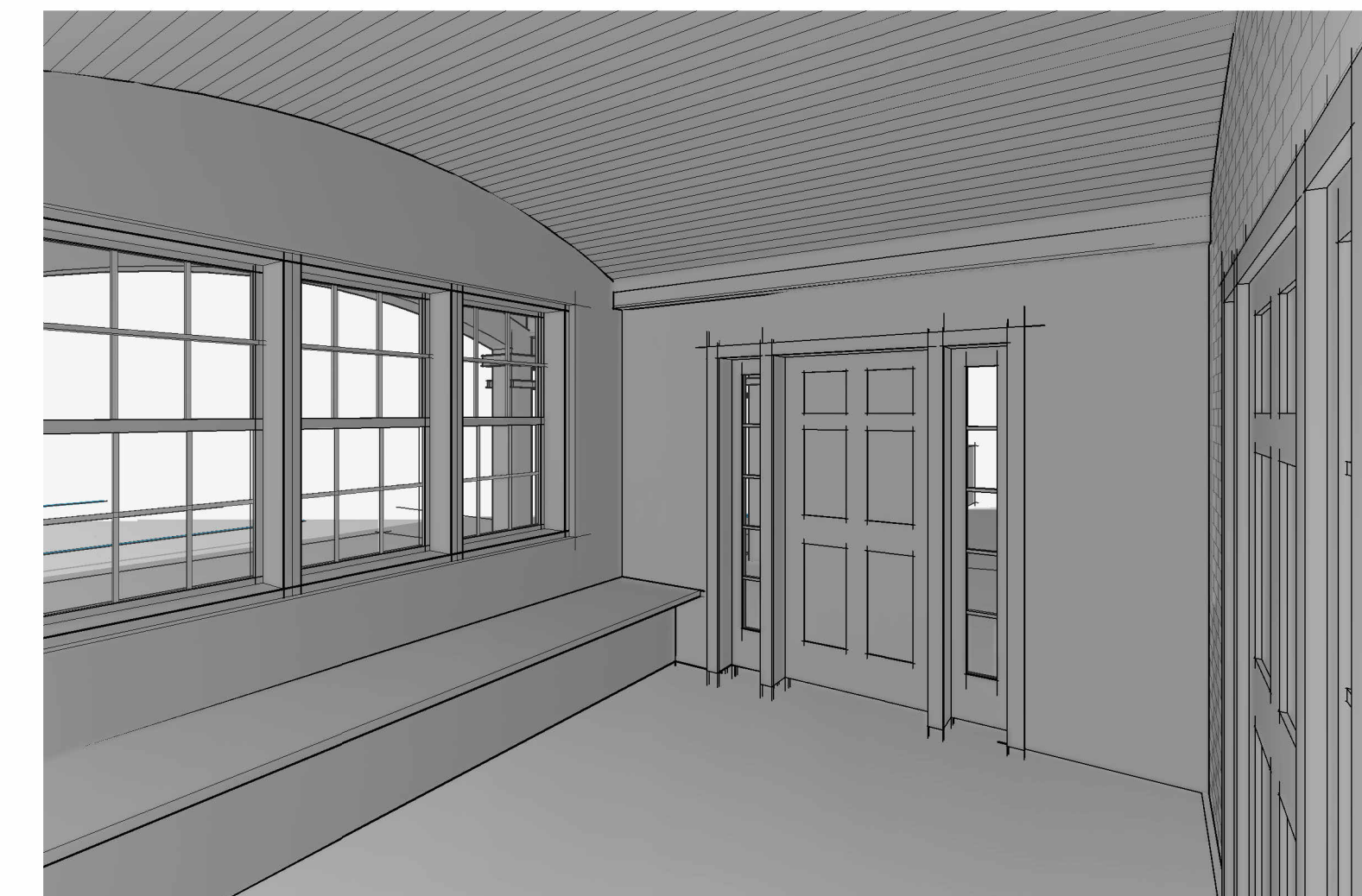
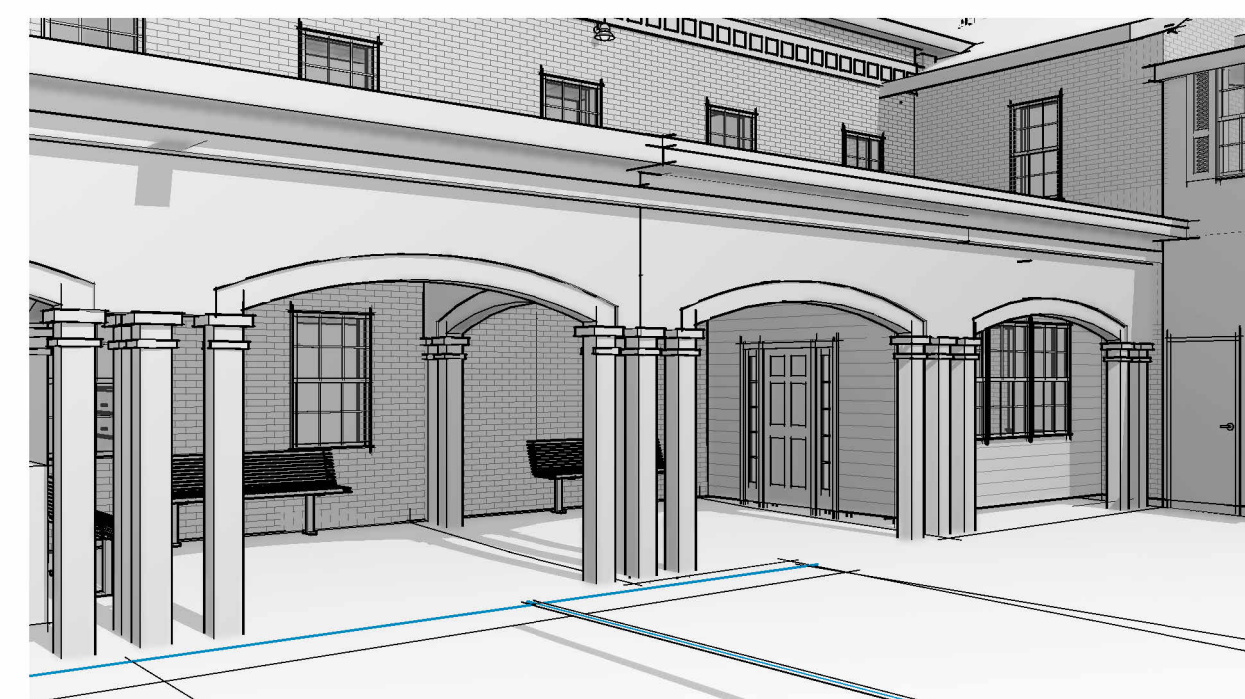
### OPTION A - NEW VESTIBULE

- NEW ENTRY DOORS
- NEW ENTRY VESTIBULE AND SITTING AREA
- NEW ENTRY CANOPY



### OPTION B - FUTURE OUTDOOR GATHERING SPACE

- NEW ENTRY DOORS
- NEW ENTRY VESTIBULE AND SITTING AREA
- NEW ENTRY CANOPY/EXTENDED PORCH



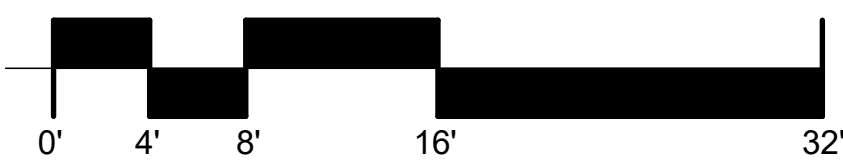
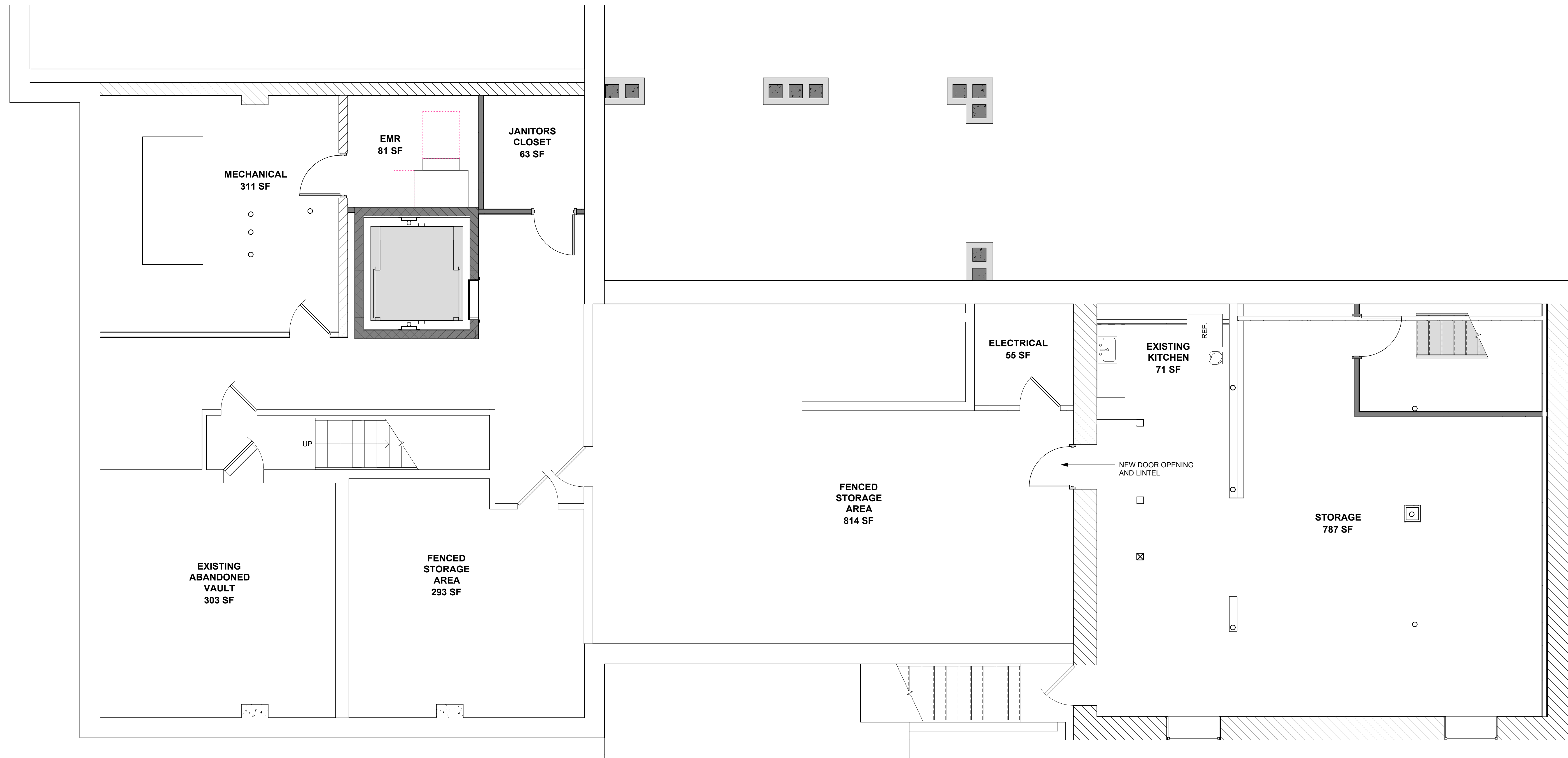
NEW WINDOW TO MATCH EXISTING

## LINCOLN HALL

## ENTRY OPTIONS

04/13/23



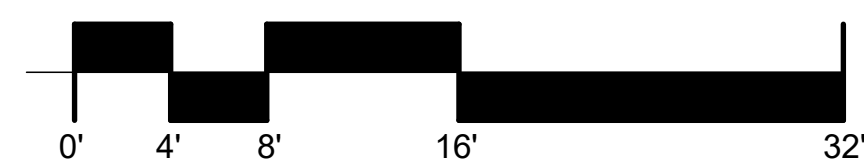
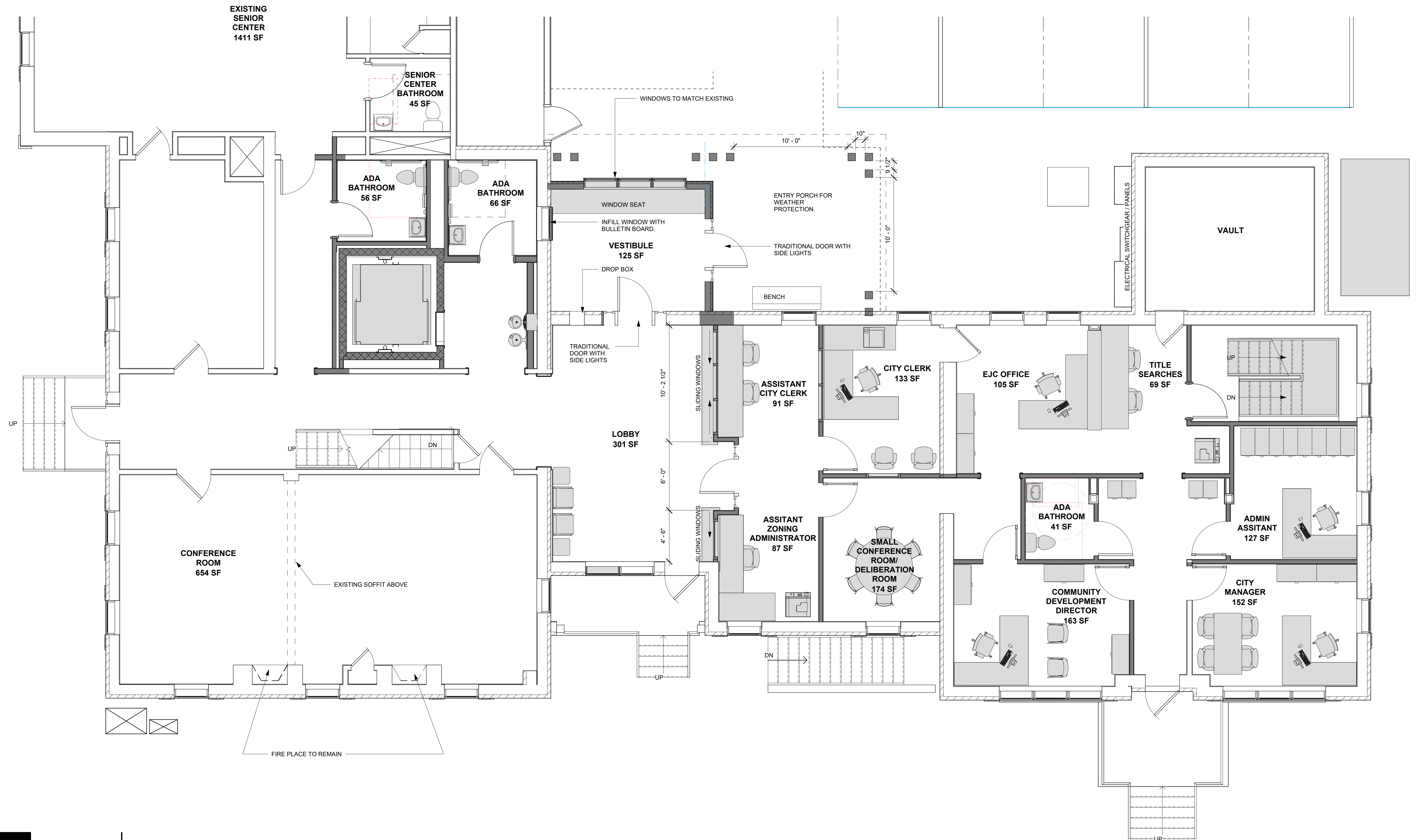


## LINCOLN HALL

### DESIGN REVISIONS BASEMENT

04/03/23





## LINCOLN HALL

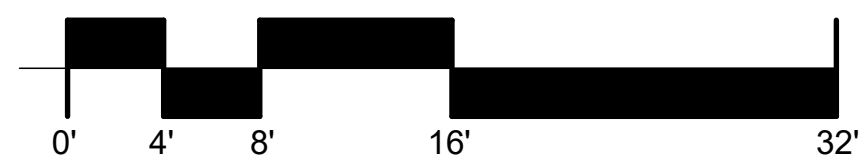
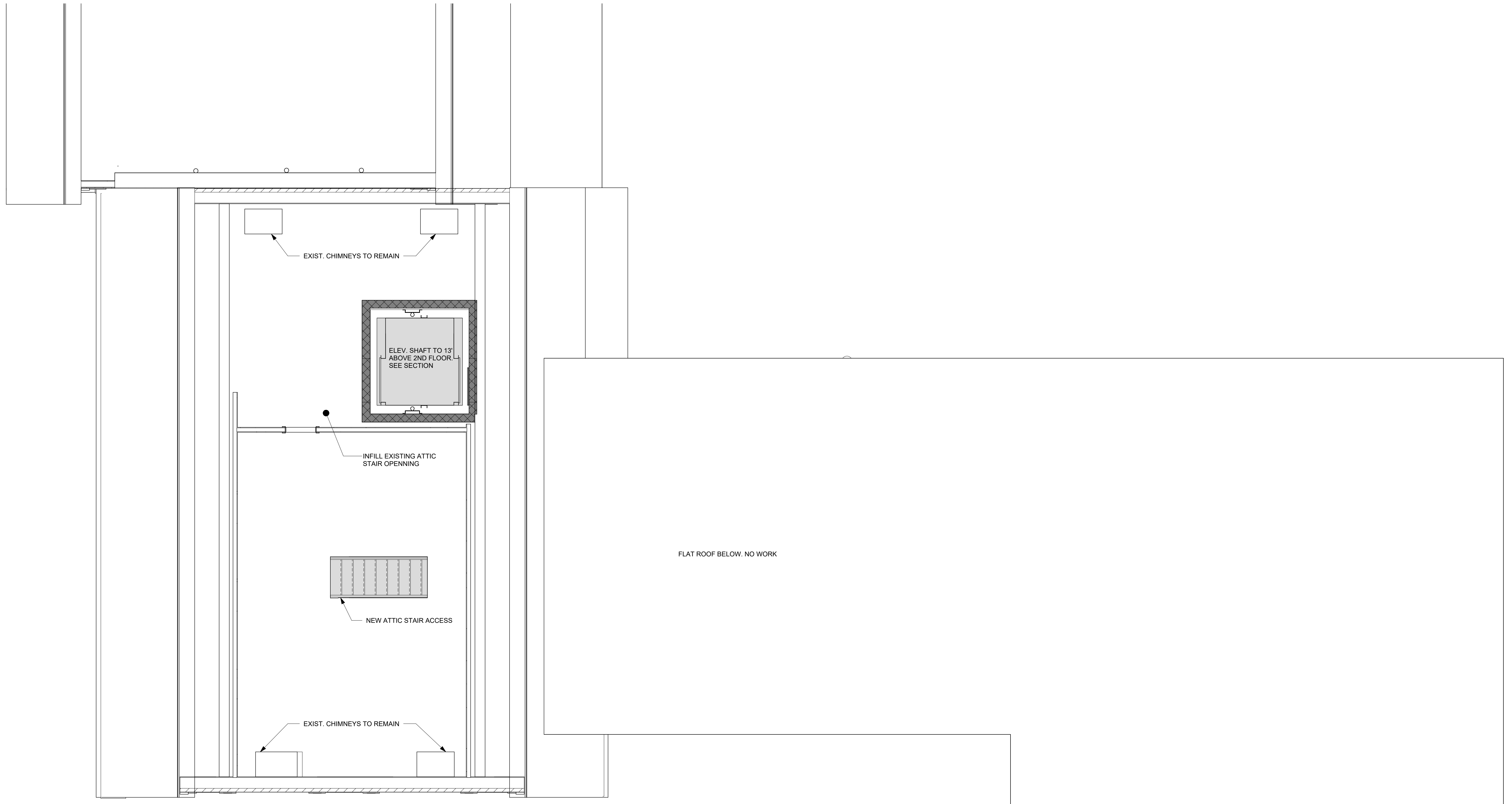
### DESIGN REVISIONS FIRST FLOOR

04/13/23









## LINCOLN HALL

### DESIGN REVISIONS ATTIC

04/13/23



## CONCEPTUAL PHASE

Lincoln Hall - City Office Improvements - 2023						
	DESCRIPTION of WORK	Price	Unit	Quantity	3/2/2023 COST	CONCEPTUAL ESTIMATE NOTES
<b>SITEWORK</b>						
	Lanscaping repairs, plantings and new walkways from parking				\$15,000	
	Electric service upgrades (backcharge from GMP?)				\$20,000	
	Earthwork for entry addition (option)				\$20,000	
	<b>SUB-TOTAL - SITEWORK</b>				<b>\$55,000</b>	
<b>RENOVATION TO EXISTING</b>						
	Basement - general improvements, walls, water intrusion	\$25	SF	3,687	\$92,175	Limited painting, cosmetics
	Basement structural, including elevator pit		LS		\$20,000	
	Struct. Opening and shaft walls for elevator/stair: all other floors		LS		\$24,000	(3,667 sf total bsmt)
	1st floor: interior rework- minor repairs, cosmetics, painting	\$30	SF	4,250	\$127,500	(Incl. Senior Ctr @ 2,153 sf)
	1st floor: interior renovation- Mid-level new walls, finishes	\$150	SF	1,200	\$180,000	
	1st floor: interior- Heavy remodel, move walls, new openings	\$300	SF	500	\$150,000	(5,105 sf total 1st fl)
	2nd floor: interior rework- minor repairs, cosmetics, painting	\$30	SF	4,113	\$123,390	(incl Teen Ctr @ 2,036 sf)
	2nd floor: interior renovation- Mid-level new walls, finishes	\$150	SF	1,200	\$180,000	
	2nd floor: interior- Heavy remodel, move walls, new openings	\$300	SF	500	\$150,000	(5,222 sf total 2nd fl)
	Miscellaneous shell improvements throughout		LS		\$50,000	Sealant, insulation, etc.
	New Elevator: 3-stop		LS		\$120,000	
	Upgrade Mechanical / HVAC	\$40	SF	11,261	\$450,440	(does not incl Sr/Teen Ctr)
	Upgrade Electrical- includes exterior components	\$20	SF	11,763	\$235,260	(limited work in bsmtt)
	<b>Total SF on 3 floors</b>		<b>SF</b>	<b>15,450</b>		
	<b>SUB-TOTAL - RENOVATIONS</b>				<b>\$1,902,765</b>	
<b>ADDITIONS</b>						
	New entry vestibule prep (roof only)	\$600	SF	50	\$30,000	Base version only
	<b>Totals</b>		<b>SF</b>	<b>50</b>		
	<b>SUB-TOTAL - ADDITIONS</b>				<b>\$30,000</b>	
	<b>SUB-TOTAL - ESTIMATED CONSTRUCTION COST</b>				<b>\$1,987,765</b>	
	General Conditions, OH&P			15%	\$298,165	
	Increase for bidding climate			15%	\$298,165	
	<b>TOTAL ESTIMATED GENERAL CONSTRUCTION COST</b> (Price expected at Bid date from Contractors)				<b>\$2,584,095</b>	
<b>PROJECT (SOFT) COSTS</b>						
	A/E FEES (Arch, Structural, Mech, Plumb, Elec, IT)*	10.1%			\$231,419	confirmed
	CIVIL ENGINEERING				\$ 5,500	minimal- use City Engineer
	PERMITS (VT state building permit: \$8/\$1000 of const cost)			0.008	\$ 22,524	State bldg permit
	LOCAL PERMIT				?	City permit- if any
	Haz Mat - need existing reports to confirm				\$ -	
	UTILITY WORK				\$ -	incl. in site work above
	NEW FURNISHINGS				\$ 25,000	
	CLERK OF THE WORKS				\$ -	Harlan
	COMM./TECH. PACKAGE (PHONE, DATA)				\$ -	in elec number
	MISC. REIMBURSABLES				\$ 2,500	
	PROJECT CONTINGENCY				\$ 25,000	
	<b>SUBTOTAL - Soft Costs</b>				<b>\$ 311,943</b>	
	<b>SUB-TOTAL ESTIMATED PROJECT COST</b>				<b>\$ 2,896,038</b>	before contingency
	<b>OWNER'S CONSTRUCTION CONTINGENCY (10%)</b>			10.0%	<b>\$ 258,409</b>	
	<b>TOTAL ESTIMATED PROJECT COST INCLUDING CONTINGENCY</b>				<b>\$ 3,154,447</b>	
	Notes: 1. Costs shown above are estimates based on Concept level plans and sketches issued prior to detailed systems development. 2. A/E Fees include \$7,000 SD credit for previous work done/ existing conditions drawings.					





## Quote Information:

**Project: Segregation of City & Town IT  
Infrastructure**

Quote # 003768  
Version 2

## Prepared for:

**City of Essex Junction**

Regina Mahony  
rmahony@essexjunction.org



## Statement of Work Details

### **Statement of Work Background:**

Open Approach has prepared this Statement of Work to identify the equipment/hardware & professional services required to successfully segregate the Town of Essex IT infrastructure to an independently operated/managed City of Essex IT Infrastructure. This would include the respective design implementations and hardware replacements to successfully position the City for on-going managed services. Given the size and complexity of the entire infrastructure as it exists now this required numerous considerations, design scenarios, implementation strategies, etc. As a result, Open Approach has parsed this Statement of Work into multiple phases so that the city can budget/plan/prepare for the respective costs at the appropriate times. There are many goals/milestones that will come with this Statement of Work and include but are not limited to (no explicit order):

- Segregate the Town of Essex from the City's newly designed infrastructure. This will require some new hardware (including a new server) up front in order to successfully make this transition.
- Onboard the City of Essex for Managed Services. This would include the deployment of all of our respective management & security systems software which includes Remote Monitoring & Management agents, EndPoint Protection/Security agents, Privileged Access Management agents, etc. on all computers/laptops/servers. It will also include the adoption of all acceptable network hardware that will either remain or will be displaced (at some point in time), which includes firewalls, wireless access points, network switches, etc.
- As part of the segregation and onboarding we will address any existing equipment and subscription services nearing the end of contract/support/end of life. A couple of examples are wireless access points that all go end-of-life by 12/31/23 and will require replacement as well as an existing subscription to KnowBe4 for Security Awareness Training/Email Phishing campaigns, etc.
- Work with the City of Essex and NEMRC to provide any assistance to successfully transition to NEMRC's cloud-based hosting services
- Complete the necessary infrastructure inter-connectivity to tie the Fire Department into the main offices at 2 Lincoln. This will provide the necessary connectivity for the Fire Department to integrate with existing infrastructure to provide shared security and internet resources among other things.

Currently, the existing IT infrastructure is designed with a primary reliance on internal/on-premise hardware and Microsoft Active Directory. Open Approach has designed this new environment as a complete "Hybrid" environment/infrastructure which will have the ability to leverage on-premise/Active Directory resources but also expand its cloud-based Microsoft 365 environment and seamlessly blend with Azure Active Directory (and Microsoft Intune Device Management) so that managed devices (computers, laptops, etc.) can interchange information and operate seamlessly with both cloud-based resources (Microsoft Office 365 Email, Sharepoint, OneDrive, etc.) while having the ability to securely authenticate and share information with local/on-premise resources. This new design will effectively reduce the reliance on creating/managing client VPN connections into on-premise facilities for accessing information that can be adequately stored/accessed within secure areas such as Microsoft Sharepoint and/or OneDrive. This design also ensures that the system accessing these resources are securely protected with our enhanced security services that includes numerous components (including device encryption, multi-factor authentication, security monitoring tools, etc.). Last, but not least, the goal is to reduce any reliance that City staff have on using alternative information storage & sharing (such as Google Drive, DropBox, etc.) that some departments have been relying on.



### **Scope of Services Provided in This Statement of Work:**

#### **(Phase 1): Segregation of City & Town IT Infrastructure - Active Directory & Microsoft 365 Migration (Including Fire Department Integration):**

This entire phase will address the primary requirements to effectively segregate the city from the town's IT Infrastructure so that the city can maintain its own independently managed systems. This phase will allow the city to function independent of the Town by the end of June 2023. This will require the purchase of a new server and Network Attached Storage (NAS) device for onsite backups as quoted. This server will be designed and configured to provide all resources required to effectively centralize and house all core network functions including but not limited to creating Virtual Machines/Servers for the purposes of serving Microsoft Active Directory Services, File Storage Services, Print Services, Application Services, etc. that will provide the ability to perform an Active Directory Migration. More specifically this particular phase is scoped as follows:

- Integration of Fire Department (Phase 1.1):
  - Open Approach has consulted with Burlington Telecom and they are willing to provide a private break-out of fiber-optic strands between their demarcations within 2 Lincoln Street & 3 Pearl Street. This will allow the city to use this privately reserved fiber between facilities to accommodate network infrastructure tie-in. Beyond Burlington Telecom's services Open Approach will need to complete the following as an initial phase for integration of the Fire Department which will provide them with a new network infrastructure within the Fire Department and provide them with quality Internet services along with internal wireless. This includes but not limited to:
    - Procure & Install Single Mode Fiber Transceivers Within Existing Aruba Network Switch at Municipal Office Building
    - Procure & Install (2) Single Mode Fiber Patch Cords to Extend Connectivity of Burlington Telecom Fiber to the Network Rack at Municipal Office Building and Network Rack at Fire Department
    - Procure & Install (2) Ubiquiti Network Switches & Single Mode Fiber Transceivers (1 @ Municipal Office Building & 1 @ Fire Department)
    - Re-configuration of Existing Sophos Firewall to Provide Phase 1 Network & Internet Services to Fire Department
- Preliminary On-Boarding (Phase 1.2):
  - Installation of Remote Monitoring & Management Agents on all City of Essex Computers/Laptops
- Active Directory Migration (Phase 1.3):
  - Hyper-V Server & VM Server Builds & Provisioning (Phase 1.3.1):
    - Purchase & Configure New Dell Server Including but Not Limited to:
      - BIOS/DRAC/Firmware Upgrades
      - Provisioning of Storage Arrays
      - Provisioning of Hyper-V Host
      - Provisioning of New Domain Controller & AD Forest Server VM
      - Provisioning of New File/Print/Application Server VM's



- Installation/Configuration of Veeam Backup & Replication
- Active Directory Migration Preparation (Phase 1.3.2):
  - Create & Test Trust between the Town's Existing Domain and Newly Established Domain
  - Install/configure Microsoft Active Directory Migration Tool (ADMT)
- Active Directory Migration Tasks (Phase 1.3.3):
  - Migrate Users, Groups & Computers from Town's Domain to Newly Established Domain
  - Migrate User Files & Folders From Existing "Read Only Domain Controllers"/Servers to Newly Established File/Print Servers
  - Migrate Any Client-Server Applications to Newly Established Application Server
- Completion of On-Boarding & Remaining Segregation Tasks (Phase 1.3.4):
  - Installation of All Remaining Management Software (Including Endpoint Detection & Response, Web Filtering/Security, etc.)
- Microsoft 365 Migration (Phase 1.4):
  - Microsoft 365 Migration Preparation (Phase 1.4.1):
    - Initiate Access to Existing Microsoft Tenant with Town of Essex & Evaluate Mailboxes/Permissions/Resources/Shared Mailboxes, Distribution Groups, etc. for the following domains:
      - "essexjunction.org"
      - "ejrp.org"
      - NOTE: "essecjctfire.org" will be addressed separately to decide whether or not to introduce the use of email for this domain
    - Create Necessary Admin Users & Mailboxes for Migration Purposes
    - Create MigrationWiz Project & Initiate Trial Migrations
    - Configure & Integrate ProofPoint Email Security & Integration
  - Microsoft 365 Migration Tasks (Phase 1.4.2):
    - Migrate Mailboxes from Existing Tenant to New Tenant
    - Cut-over Domains & DNS from Existing Tenant to New Tenant
    - Post-Phase User Support (Profile & Access Troubleshooting)
- Post-Phase 1 Clean-Up and Discussions with Town IT (Phase 1.5)

### **(Phase 2): Microsoft AzureAD/Intune/SharePoint/OneDrive Migration:**

This phase is a continuance of the overall project as designed by Open Approach to build out and secure its presence in the Microsoft 365 space. Equally important is to address the autonomous nature of other business units/departments that heavily rely on cloud-based resources and provide a robust & secure platform for accessing and sharing resources. Reducing and or eliminating the use of 3rd party information storage & collaboration platforms (such as Google Workspace/Drive, DropBox, etc.) and encouraging staff to use a secured purpose-built platform that is flexible and easy to use will help secure access to sensitive\proprietary data. Lastly, this phase will allow the decommissioning of existing



servers that are currently in use (and no longer have maintenance/support agreements or are EOL).

This phase will have many elements of its design that are focused on securing existing resources in Microsoft 365 (including email, SharePoint, OneDrive, etc.).

- Provisioning of Intune within New O365 Tenant (Phase 2.1):
  - Enrollment and Refinement of All On-Premise Active Directory Workstations
  - SharePoint Design & Migration (Assist with Migration of Google Drive Data Where Applicable)
  - Implementation of Known Folder Move (KFM) with OneDrive
  - Configuration of Cloud Printing Where Required
- Enrollment of Fire Department into New Hybrid Domain Environment (Phase 2.2):
  - NOTE: This Phase Will Complete On-Boarding of Fire Department Within City of Essex IT Infrastructure
  - Creation of all Required Domain User Accounts
  - Enrollment of Workstations within Intune
  - Migration of all Local User Data (Both Shared & Personal)
  - Assist with Re-configuration of Printers/Peripheral Devices

### **(Phase 3): Core Networking Replacements**

This phase is to address additional network hardware & systems upgrades/replacements. Most all IT Infrastructure should strive for standardization & centralized management of these core components that comprise their overall digital ecosystems. More specifically, most modern components such as network switches, wireless access points ("AP's"), & firewall appliances are all gateways that provide both ingress & egress access to an organization's network infrastructure and systems and should provide adequate ability for centralized management, monitoring, alerting, reporting & change management control. When standardized and centralized, these features provide holistic oversight over the current state of these systems at any point and time and across all sites/facilities (entire IT infrastructure). Centralization and standardization provides a much more proactive, reactive, efficiencies in the management and security of these devices. Open Approach takes these goals very seriously and understand that some equipment (although operable/functional and perhaps NOT outdated/end-of life) may need to be replaced in order to achieve these goals.

Here are some brief descriptions and examples of how standardization and centralization provide the value of modern management & security:

- **Standardization:** Standardization (in this capacity) is the process of attempting to synchronize the implementation of "same" manufacturer devices & systems. Essentially, implementation of hardware from the same manufacturer if/when applicable. If there is a mix of manufacturer devices, it would NOT allow for Centralized Management and would require individual/manual intervention & management of these devices. In addition, it positions the infrastructure such that it would be susceptible to incompatibilities that could produce undesirable results. As an example, using varied firewall manufacturers could present issues when establishing hardware-based VPN tunnels such that one day the connectivity is working but then after a deploying a security update to one of the firewalls could render the VPN tunnel unusable (or unable to negotiate and create the tunnel). Standardization (without mix-matching hardware manufacturers) is an optimal goal and provides the highest level of compatibility and interoperability.
- **Centralized Management:** Centralized management (in this instance) refers to a devices ability to be enrolled/adopted into a centralized management platform/system wherein devices can be aggregated for the purposes of identification, configured & maintained. Some examples include the ability to schedule/push updates & security patches to these devices as well as provide backups of previous configurations. Also provides the



ability to push out configuration changes to mass numbers of devices simultaneously (i.e. changing wireless access policies, or implementing immediate lock downs)

- **Monitoring:** Some examples include ability to see (within a centralized console) the status/accessibility of these core hardware devices. Essentially, are they online or offline? Monitoring live traffic and diagnosing performance and/or connectivity of clients (whether it be hard wired or wireless)
- **Alerting:** An example includes (and in conjunction with monitoring above) if a firewall was offline or internet carrier drops out it would generate an automatic support ticket with Open Approach within minutes. Essentially if a device is offline/not accessible it can generate alerts that prompt for action.
- **Reporting:** Examples include ability to generate live and/or historical reports on activity/usage, etc. to make determinations such as bandwidth saturation, diagnosing client connectivity issues, etc.
- **Change Management:** Change Management (in this capacity) includes processes/systems that allow a systematic & accountable approach to making changes to devices & systems. It includes the ability to provide documented purpose for changes as well as historical configurations/device state and reasons for change. An example of this is making a policy/rule change within a firewall to allow and/or block something from happening and provides the ability to document & store the reason for the change as well as a backup of configuration prior to change.

More specifically as it relates to the City of Essex's IT infrastructure, there are a number of devices that are in position for replacement. As an example, all AP hardware (Sophos Models: AP100C, AP15C, AP55, AP100X) are End-of-Life at the end of 2023 (December 31, 2023). At that point, the AP's will no longer be supported by Sophos and could pose security risks but more importantly, since no longer supported, they could experience functionality issues as they are tied into the existing Sophos Firewalls. If the firewalls require an upgrade it could render the AP's non-functional. Open Approach's wireless solution is built upon the solution provider/manufacturer "Ubiquiti" with their "UniFi" line of wireless products and switching. These wireless access points are also integrated and are complimented by the network switching that they are connected to and as a result the network switching should also be replaced. Lastly, it is highly recommended that the City replace all firewall hardware appliances for similar reasons (more specifically, both RED15 firewalls at Public Works & Park Street School are EOL as of 08/23). When combined, Open Approach will have granular management & insight (and more importantly monitoring, managing, alerting, change-control & reporting capabilities) of all the core network devices including wireless access points, firewall appliances and network switching fabric throughout the City of Essex.

NOTE: Open Approach deployed our Firewall solution "Watchguard" at the Waste Water Treatment Facility in the fall of 2022 for the remote pump station Wide Area Network project that was completed. This site would NOT require a new firewall however an upgrade of its security subscription is being quoted as the design would be to displace the existing Sophos with this Firewall to handle all firewall requirements at this facility.

The following is a consolidated list of core networking device replacements:

- **Wireless AP Replacements:**

- Replacement of (18) Existing Sophos Wireless AP's With Ubiquiti UniFi Access Points U6 Pro at All Respective Locations:
  - Municipal Office Building : (3)
  - EJRP: (5)
  - Park Street School: (1)
  - Public Works: (1)
  - WWTF: (7)
- Installation of (1) New AP for Fire Department

- **Network Switch Replacements:**



- Replacement of an Initial (7) Existing Switches at Following Locations:

- NOTE: Municipal Office Building Replaced in Phase 1 with (1) Ubiquiti UniFi Switch Pro 48 PoE
- EJRP: (1) Ubiquiti UniFi Switch Pro 48 PoE
  - Pool House: (1) Ubiquiti UniFi Switch Lite 8 PoE
  - Studio: (1) Ubiquiti UniFi Switch Lite 8 PoE
  - Maintenance: (1) Ubiquiti UniFi Switch Lite 8 PoE
- Park Street School: (1) Ubiquiti UniFi Switch Pro 24 PoE
- Public Works: (1) Ubiquiti UniFi Switch Pro 24 PoE
- WWTF: Town of Essex IT Currently Has a Netgear 52 Port Switch Prepared for This Site. Open Approach Will Implement This Switch and Prepare Design Discussions for WWTF at a Later Time.

- **Firewall Appliance Replacements:**

- Replacement of (4) Existing Sophos Firewalls at Following Locations:

- Municipal Office Building: (1) WatchGuard T85 w/ 3yr Basic Security
- EJRP: (1) WatchGuard T85 w/ 3yr Basic Security
- Park Street School: (1) WatchGuard T45 w/ 3yr Basic Security
  - NOTE: Existing RED15 Firewall is EOL 08/23
- Public Works: (1) WatchGuard T45 w/ 3yr Basic Security
  - NOTE: Existing RED15 Firewall is EOL 08/23

- WWTF: Implementation of Watchguard Basic Security Suite Subscription For Existing Watchguard T80: (1) WatchGuard Basic Security Renewal/Upgrade 3-yr for T80

- NOTE: This Includes Transition from Existing Sophos Firewall at WWTF to Existing Watchguard T80

## **Summary & Justification of New Hyper-V Server & Core Networking Replacements**

- **New Core Hyper-V Server:**

- Required as existing servers are not adequately sized/designed to sustain ongoing roles required for this segregation for following reasons (no particular order):
  - Will no longer have appropriate Microsoft Client Access Licenses once segregated from Town of



Essex (City would be out of compliance) and is required which would come packaged with new server purchase.

- All existing servers as listed below:
  - Do not currently have any active support/maintenance warranty with Dell (expired)
  - Are currently built & designed with RAID1 & RAID5. RAID10 would be the recommended solution for the role of Hyper-V Server. This would require additional drives and complete rebuild/configurations.
  - Have inadequate amount of memory required to support the needs of the required server.
- Overall, if re-using an existing server was considered, it would require a complete overhaul/rebuild that would include hardware upgrades, re-enrollment of Dell Maintenance/Warranty, as well as would require taking them offline and rebuilding them which would require a significant amount of additional project services to decommission an existing production server to facilitate the transition (including downtime, complexity, etc.). Ultimately, the cost of re-using an existing server (any of which are already 4+ years old) by upgrading appropriate hardware configurations, licensing, active, maintenance/support, etc. would not be an ideal or recommended investment in this aged equipment.
- The new Hyper-V Server will also allow the City to plan and potentially use this platform to upgrade & host the Pinnacle Access Controls and/or HVAC virtual servers currently operating on the 10 year Dell server located at EJRP. Knowing these systems (Access Control & HVAC) are well beyond their EOL (Microsoft Server 2008), these are systems that will need to be properly addressed in the very near future as they pose additional risk to the City.
- Existing Server Profile Review:
  - 2 Lincoln
    - ST# F7RNKG2
    - Dell T330 (8GB Memory / 2 x RAID1 4TB SAS Drives)
    - Shipped from Dell 01/10/17 (6+ years old)
    - Warranty Expired 01/11/20
  - WWTF
    - ST# 4XDTPX2
    - Dell T340 (16GB Memory / 2 x RAID1 2TB SSD Drives)
    - Shipped from Dell 01/11/19 (4+ years old)
    - Warranty Expired 07/11/22
  - EJRP
    - ST#4B1N9Z1
    - Dell R420 (16GB Memory / 4 x RAID5 1TB SAS Drives)
    - Shipped from Dell 11/12/13 (~10 years old)
- **Core Network Switch Replacements:**
  - At this time, we have identified that the City of Essex has disparate core network switches (not standardized across manufacturers). This coincides with the goals & strategies of maintaining standards/consistency across network infrastructure. More importantly, much like the wireless access points, our solution would provide centralized switching infrastructure that allows us to globally monitor, manage, alert, change-control & report on all device connectivity across the entire IT infrastructure that spans multiple facilities. These replacement switches are from the same manufacturer as the AP's and



complement each other in a manner such that (when used in conjunction) we are able to fully monitor, manage & control all device connectivity to the City's network infrastructure (whether it be wireless or hard-wired) within the same management portal as the AP's. Lastly, each of these switches would provide the necessary power to the AP's much like some of the existing switches which eliminates the need to provide separate power supplies to them.

- Existing Core Network Switch Profile Review:

- Municipal Office Building: Aruba 48-Port PoE (~4 years old). Required replacement to compliment/standardize as well as ensure compatibility with Fire Department switch
- EJRP: Aruba 48-Port PoE core (~ 4 years old)
  - Pool House, Studio, Maintenance Buildings (currently using 8-Port Netgear Desktop Switches at each location)
- WWTF: Netgear 8-Port (Town IT Providing 52-Port Netgear Switch to be installed\configured by Open Approach)
- Park Street School: Netgear 8-Port Desktop Switch
- Public Works: Netgear 8-Port Desktop Switch
- Fire Department: DLink 10/100 16-Port Desktop Switch. Switch must be replaced to support inter-connectivity with Municipal Office building (Phase 1).
  - NOTE: All 8-Port switches above have varying ages and most likely no current support/warranty

- **Firewall Replacements:**

- Although the City of Essex currently uses the same manufacturer for Firewall connectivity, Open Approach would highly recommend the replacement of firewalls at the earliest opportunity. Much for the same reasons as identified with the existing AP's & Switches, this would be the most favorable opportunity to replace them which would provide the ability to provide centralized fire-walling infrastructure that allows us to globally monitor, manage, alert, report, and manage change-control on all device connectivity across the entire IT infrastructure that spans multiple facilities. That being said, there are other significant/compelling reasons as to why Open Approach recommends replacing all firewalls:
  - The firewalls located at Public Works & Park Street School (Sophos Model RED15) went end-of-sale (EOS) in August of 2020 and officially go End-of-Life (EOL) on 08/31/23. This will require the City to replace these models with new firewall appliances before the EOL date.
  - Although the XG125 firewalls went EOS in September of 2021 their official EOL is 03/31/2025.
  - The Waste Water Treatment Plant has an existing Sophos firewall however, as part of Open Approach's rebuild of the WAN infrastructure for remote pump stations we installed an appropriately sized firewall (Watchguard T80) to handle all firewall needs and will displace the current WWTF XG310. Only item needed is an upgrade of its security subscription as quoted.
- Existing Firewall Profile Review:



- Municipal Office Building: XG125 Expires 10/24. Undersized given centralization of services. Being replaced by Town IT by 02/27/23 which will expire 2025
- EJRP: XG310 Expires 11/23
- WWTF: XG310 Expires 3/24 (will be displaced by existing Watchguard firewall)
- Park Street School: RED15 tied to EJRP (EOL 08/23)
- Public Works: RED15 tied to Municipal Office building (EOL 08/23)

### **Responsibilities of Both Parties:**

Open Approach will:

- Review the services described in the scope of services at the beginning of the project to verify the goals and description of the existing environment are accurate.
- Perform the above listed procedures by employing industry requirements, standards, and best practices.
- Review the overall time requirements at the start of the project and adjust if needed.

Client will:

- Cover elements of the physical deployment and remote hands-on support that are identified within the scope of project services.
- Identify a primary contact to serve as the primary source of information and communication with Open Approach, provide troubleshooting information, and provide physical assistance onsite as needed.
- Facilitate connections to users' machines throughout the project.

### **Planned Onsite Visits and Additional Support:**

The work described in this document will primarily be performed at the Open Approach office unless otherwise specified.

This project includes multiple onsite visits, consisting of numerous engineers and/or technicians, including travel from/to the Open Approach office.

All onsite visits, travel, training, etc. required to complete the entire project are included.

### **Project Timeline:**



The estimated duration from the beginning of the work to the completion of the work described in this Statement of Work is approximately 6 - 9 months based on scheduling. Open Approach is committing to the completion of Phase 1 (Segregation of IT Infrastructure from Town of Essex) by the end of June 2023. Remaining phases will be scheduled accordingly and to avoid any lapse in maintenance/support/warranty with End-of-Life hardware as discussed in the Scope of Work.

This duration is highly dependent on hardware availability, vendor shipping times, and Open Approach's engineering schedule at the time of approval.

### **Payment and Terms:**

This project will be billed as fixed fee. Barring any changes in scope agreed upon by both parties, the cost will be exactly as stated in this proposal.

This project does impact the current monthly reoccurring managed services agreement. A separate managed services agreement will be provided for approval once on-boarding has started and will reflect the actual number of devices and locations enrolled under management. At the latest, monthly managed service fees will start July 1st, 2023.

Open Approach will not require a deposit with the approval of this proposal. A signature is required in advance of any work being performed or orders being placed. The balance owed on hardware and/or software is due upon delivery to Open Approach. Additional cost related to the project will be billed at the conclusion of each work order and due according to the client's established credit terms.

Open Approach will invoice (at time of receipt) for all equipment purchased for each project phase. Services for each phase will be invoiced at the completion of each respective phase (unless other arrangements are discussed and approved).

### **Principal Project Contacts:**

Client IT Contact: Regina Mahony (rmahony@essexjunction.org)

Client Billing Contact: Same

Open Approach Account Manager: Scott Burleson (sburleson@openapproach.com)

Open Approach Project Manager: Devon Klooster (dklooster@openapproach.com)



## One Time PHASE Expenses Summary

Item	Description	Price	Qty	Ext. Price
One Time Phase Expense Summary	<b>PHASE Expenses</b>	\$94,284.00	1	\$94,284.00
	PHASE 1 Hardware & Software	\$13,641.00		
	PHASE 1 Services	\$42,327.00		
	PHASE 2 Services	\$14,526.00		
	PHASE 3 Hardware & Software	\$16,095.00		
	PHASE 3 Services	\$7,695.00		
	TOTAL	\$94,284.00		

Subtotal: \$94,284.00





## Project: Segregation of City & Town IT Infrastructure

### Prepared by:

#### Open Approach, Inc.

Scott Burleson  
802-242-4050 x7013  
Fax  
SBurleson@openapproach.com

### Prepared for:

#### City of Essex Junction

2 Lincoln Street  
Essex Junction, VT 05452  
Regina Mahony  
rmahony@essexjunction.org  
(802) 310-4067

### Quote Information:

#### Quote #: 003768

Version: 2  
Delivery Date: 04/20/2023  
Expiration Date: 04/30/2023

## One Time Expenses Summary

Description	Amount
One Time PHASE Expenses Summary	\$94,284.00

**Total: \$94,284.00**

PLEASE NOTE: This is not an invoice -- please do not pay the quoted amount above. You will receive a separate invoice at a later date (which may include taxes, shipping, handling, and related fees) from which to remit payment.

Shipping fees, if they are listed, cover shipping charges for a single leg (either from vendor to Open Approach, or from vendor to you.) If hardware is shipped from a vendor to Open Approach where it is set up/configured for you, and then Open Approach ships it to you after that, there will be separate, additional shipping fees charged as a result. Those will be invoiced for separately, and will vary based on size, weight and shipping method.

TO APPROVE THIS QUOTE: Please refer to the "Order Porter" link contained in the email message to electronically approve by "e-signing" the quote.

If you have any questions or concerns, please feel free to reach out to us. Thank you!



## Additional Considerations

### **Philosophy Behind Open Approach's Statement of Work:**

Open Approach's policy is to clearly communicate the scope of our services for each project. Clearly understanding the work being done on a client's behalf, along with the costs associated with such work, is essential. This Statement of Work proposal is meant to serve this purpose and should include as much pertinent information about the proposed work as possible.

This document can be revised as needed to reflect changes in scope, expectations, or for any other reason requested. Once a common understanding of the proposed work exists and is approved by both parties, the work will be begin. During the course of the project, if changes to the work scope are required, a "change order" will be proposed to describe any project impact.

### **Other Potential Considerations when Performing IT Projects:**

While Open Approach strives to foresee as many potential problem areas as possible, when performing work on complex computer systems unforeseen circumstances can always arise. This partial list is a representative of general considerations that can impact the proposed Statement of Work's timing and cost.

Please note that additional time for these unforeseen circumstances has not been accounted for in this proposal unless otherwise noted. If additional services are required or are discovered through the course of this project, Open Approach will notify and work with the client to identify options, the scope of Open Approach's participation, and any additional effort outside of those listed in this Statement of Work.

- Software and hardware don't always act as advertised by the manufacturer. Issues are common and occasionally may require additional technical support from the manufacturer beyond the scope of this Statement of Work.
- Occasionally software and/or hardware manufacturers will charge to provide support on a per-incident or hourly basis.
- At times, it may be necessary to upgrade software to achieve the necessary hardware compatibility
- While Open Approach is skilled at estimating performance, applications may require more than what industry best practice indicates, resulting in unforeseen upgrades such as memory additions.
- Proper power and line conditioning is essential to the health and reliability of network systems. Buildings and environments should be free of "dirty" power, electromagnetic interference, and other disruptive forces.
- Proper ventilation and operating temperatures are essential to the health and reliability of network systems. All hardware and components must be operated within normal operating temperatures.
- If drastic needs force a schedule change, Open Approach may need to adjust project expectations.



**Conclusion:**

Open Approach's goal in providing this Statement of Work is to be as clear and transparent as possible. Should you have any questions or concerns about the content included in this proposal, please contact your Open Approach account manager to clarify and/or adjust as necessary.

Thank you for this opportunity!





## Quote Information:

### **Managed Services - Small Business Offering**

Quote # 003779  
Version 2

## Prepared for:

### **City of Essex Junction**

Regina Mahony  
rmahony@essexjunction.org



## Small Business Managed Services - Defined

The following services and agreements are included in our Managed Services offering:

All standard workstation, server, and network device support services

- End-Point Detection & Response (EDR) Anti-virus agent
- Local and offsite/cloud backup of servers
- Update and patch management
- Installation of support agents and continual monitoring
- Proofpoint e-mail spam filter
- Warranty management—warranty issues resolved with vendor
- Standard switch, firewall, and wireless access point monitoring

### Service Agreement

- All-inclusive coverage Monday to Friday 7:30am through 5:00pm
- All standard administrative services
- Help desk support
- Standard application support (Office, PDF viewers, browsers, etc.)
- Line of business application interface – including working with other vendors to help resolve issues in their products
- Best effort basis for non-emergency service calls, with a goal to answer calls quickly and with fully qualified technicians. If we are paged for critical issues our SLA includes a 30 minute response time and for normal/standard issues our SLA may take up to 4 Hours for a response however most are addressed within minutes.
- Next-day, on-site visits are available when a business-critical emergency is more quickly and easily resolved by being on-site
- Business critical outages requiring on-site visits will not incur travel or hourly charges
- Non-emergency on-site visits are available upon request
- After-hours work will be invoiced based on the associated work type rate and may incur a premium on weekends or holidays
- Client approval will be reviewed prior to billing for items not covered by Managed Services agreement
- System reboots for patching, updates, and/or installations will be done primarily during business hours
- Systems are monitored continuously

### Other Considerations

- Business strategy and budget review sessions will occur regularly
- Hardware, software deployments, and other managed items will be standardized over time
- Manufacturer warranties and maintenance subscriptions for all critical systems will be maintained



## Statement of Work Details

### **Managed Services Technical Assessment Findings and Determination:**

Open Approach worked with the City Of Essex to complete a technical assessment to get a more detailed look at the IT network infrastructure. At this time, Open Approach feels that after collecting and reviewing this information with our internal engineering team our company will be an excellent fit for ongoing management and support of the City Of Essex's IT infrastructure. However, much like most new client engagements with a Managed Services Provider, there may be additional recommendations/suggestions for security and design improvements that cannot be easily fleshed out without having enough time and resources with hands-on/active day-to-day oversight and management of the existing infrastructure. We always work closely with our client's to foster a healthy and long-lasting relationship that instills trust and integrity in our recommendations and is a normal part of an MSP relationship.

Open Approach onboarding will include the deployment of our respective management & security systems software which includes Remote Monitoring & Management agents, EndPoint Protection/Security agents, Privileged Access Management agents, etc. on all computers/laptops/servers. It will also include the adoption of all acceptable network hardware that will either remain or will be displaced (at some point in time), which includes firewalls, wireless access points, network switches, etc.

### **Open Approach Annual Security Service Bundle Background:**

A guiding principle at Open Approach is to partner closely with clients, acting as a member of their company and with that company's best interests always in mind. While doing this, there is a need to update each client on the trends within the industry that are impacting all businesses on the IT front.

One important recent trend is a drastic increase in the amount of cyber security concerns for companies of all sizes and construction. In the past few years we have seen and assisted many companies in offering their employees a chance to work remotely from home (WFH) instead of full time in the office. This offering is here to stay as companies implement and perfect their WFH policies and procedures. This increased WFH presence has been accompanied by an exponential increase in cyber security incidents and risks. Cyber security experts are predicting that this trend will continue, and that it will be accompanied by insurance companies increasing their oversight and regulatory requirements for policies or claims.

Another important trend is that the nature of cyber security attacks is changing. Attackers are not making their presence immediately known once they've compromised a network, account, or computer. Instead, they observe the account activity and decide on the most effective method of monetizing their access. This attack approach is common regardless of company size and is increasingly being seen in small to medium sized businesses.

To combat these trends, Open Approach's engineering team continually reviews commonly available security solutions, features and configurations. With each of these comes unplanned for cost for MSP's and clients alike. As a result, our security bundle offerings will be reviewed annually (at least) to ensure that, as an IT partner, we are reacting to the continued trends. It is our intention to clearly separate our standard MSP costs from those that are offered through these bundles as a result of the ever changing cybersecurity landscape.



## **Security Service Bundles:**

### 1. Office 365 Enhanced Security

- Add-On Restriction & Management
- Alerting & Monitoring of Risk Detection
- Guest Access and External Sharing Management
- Single Sign-On (SSO) for Cloud Based Applications\Websites
- Multi-Factor Authentication using Microsoft Authenticator or Duo (Duo licensing required)
- Enhanced Backups of Office 365 Resources

### 2. Enhanced Firewall Security:

- SIEM/SOC Firewall Service
- Intrusion Prevention
- Reputation Filtering
- Gateway Anti-Virus
- Geolocation
- Multi-Factor Authentication using Microsoft Authenticator or Duo (Duo licensing required)

### 3. Web Content Filtering & Protection:

- Corporate network web filtering
- Remote workstation web filtering

### 4. Identity Monitoring

### 5. Cybersecurity Awareness Training & Email Phishing Tests with "KnowBe4"

### 6. Privileged Access Management (Application AllowListing & Elevation Control) with "ThreatLocker"

### 7. Corporate Password Vaulting: Keeper Security (Enterprise)

### 8. Enhanced vCIO & vCISO Consultation\Professional Services

*Please note: For more detailed information on each feature please see "Security Service Bundle Details" located at the end of this document.*

## **Responsibilities of Both Parties:**

Open Approach will:

- Review and advise on cyber security offerings and budgets annually.
- Review the services described in the scope of services at the beginning of the project to verify the goals and description of the existing environment are accurate.
- Perform the above listed procedures by employing industry requirements, standards, and best practices.
- Review the overall time requirements at the start of the project and adjust if needed.



Client will:

- Review ongoing cyber security budget
- Coordinate any security related cyber insurance or forensic analysis required due to insurance claims.
- Cover elements of the physical deployment and remote hands-on support that are identified within the scope of project services.
- Identify a primary contact to serve as the primary source of information and communication with Open Approach, provide troubleshooting information, and provide physical assistance onsite as needed.
- Facilitate connections to users' machines throughout the project.

### **Planned Onsite Visits and Additional Support:**

The work described in this document will primarily be performed at the Open Approach office unless otherwise specified.

Extra onsite visits, travel, training, or other requests are available upon request and will be tracked, and invoiced if applicable, through separate project tickets.

### **Project Timeline:**

The estimated duration of the completion of the work described in this Statement of Work is approximately 12-14 weeks, based on the Open Approach engineering schedule at time of approval.

### **Payment and Terms:**

This project does impact the current monthly reoccurring managed services agreement. The items listed in the Monthly Managed Service Charges section represent the change in agreement costs only and will be invoiced separately under the heading of "Security Bundle".

### **Principal Project Contacts:**

Client IT Contact: Regina Mahony

Client Billing Contact: Same

Open Approach Account Manager: Scott Burleson (SBurleson@openapproach.com)

Open Approach Project Manager: Devon Klooster (DKlooster@openapproach.com)



## Estimated Monthly Managed Service Costs

Item	Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Misc. Managed Services	<b>Estimated Monthly Managed IT Service Costs</b>  Based on 82 users and 82 devices	\$11,607.00	\$0.00	1	\$11,607.00	\$0.00

Note 1: We have included Microsoft Office 365 licensing with our Monthly Management Service Fees in the above schedule. This is typically not a part of our base management service fees and can be extracted for comparative review. The actual licenses required (including type/level of licensing and quantity) would be more accurately defined as Open Approach learns and identifies actual requirements for each user and device.

Note 2: The City of Essex Wastewater Treatment Facility (WWTF) is already under a “customized” Managed Services agreement with Open Approach and is included in the above estimate.

Note 3: These estimates do not include any devices for the Brownell Library.

Note 4: We have revised the computer/laptop device quantity and Microsoft licenses needed to 82. This reflects the most recent city equipment list provided by Rob Paluba on March 9, 2023, of 72 devices, plus 10 devices for the fire department that were not on Rob’s list for a total of 82 devices.

Note 5: The enhanced security bundle pricing will need to be adjusted for the actual cost of the KnowBe4 service once determined.

Recurring Subtotal:	<b>\$11,607.00</b>
Subtotal:	<b>\$0.00</b>



## Monthly Software Subscriptions

Item	Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
O365 Bus. Prem. NCE - Month	<b>Microsoft 365 Business Premium [NCE] - Monthly Commit</b>  Microsoft 365 Business Premium [New Commerce Experience] - Monthly Commitment	\$27.40	\$0.00	82	\$2,246.80	\$0.00

Recurring Subtotal: **\$2,246.80**

Subtotal: **\$0.00**





## Managed Services - Small Business Offering

Prepared by:

**Open Approach, Inc.**

Chris Sterzinar  
802-242-4050  
Fax  
csterzinar@openapproach.com

Prepared for:

**City of Essex Junction**

2 Lincoln Street  
Essex Junction, VT 05452  
Regina Mahony  
rmahony@essexjunction.org  
(802) 310-4067

Quote Information:

**Quote #: 003779**

Version: 2  
Delivery Date: 04/20/2023  
Expiration Date: 04/30/2023

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## Monthly Recurring Expenses Summary

Description	Amount
Estimated Monthly Managed Service Costs	\$11,607.00
Monthly Software Subscriptions	\$2,246.80

**Recurring Total: \$13,853.80**

PLEASE NOTE: This is not an invoice -- please do not pay the quoted amount above. You will receive a separate invoice at a later date (which may include taxes, shipping, handling, and related fees) from which to remit payment.

TO APPROVE THIS QUOTE: Please refer to the "Order Porter" link contained in the email message to electronically approve by "e-signing" the quote.

If you have any questions or concerns, please feel free to reach out to us. Thank you!



## Security Services Bundle Details

### **Add-On Restriction & Management:**

#### ***What is it?***

By default, any user in Office 365 can add applications to interact with the Office 365 products/services and your company data. The approval of these apps should be enforced by each company by forcing a change management process where users request the Application from a local administrator, where it can be authorized, tracked, and limited where possible.

#### ***Why?***

Many of these “Apps” can access corporate data for marketing efforts, compromise security standards, and have unintended consequences that may never be known. This is similar to a mobile phone app requesting access to your pictures, files, camera and contacts; but instead allows access to corporate data which needs to be protected.

### **Alerting and Monitoring of Risk Detection:**

#### ***What is it?***

Office 365 login and activity will be actively monitored for suspicious and/or malicious activity. These alerts can be triggered by multiple events, for example an O365 login from a foreign country, mass emailing, etc. Open Approach will review these alerts, research to determine if it's a real threat, initiate a forced password change, and notify the affected user.

#### ***Why?***

Actively monitoring Office 365 activity allows the early notification of suspicious activity.



## **Guest Access & External Sharing Management:**

### ***What is it?***

Microsoft Office 365's default settings allow all users to share SharePoint and OneDrive content with any internal or external resources without authorized approval or corporate visibility. By disabling this default, sharing is only allowed within an organization. When the ability to share content with external parties is requested, Open Approach will verify that the proper authorization has been received and determine the best sharing method applicable. These options could include using a secure cloud based sharing platforms, creating a guest account for the external party, or other solutions based on need.

### ***Why?***

Each organization must have control, visibility, and an approval process to ensure proper data governance, change control, and sharing permissions.

## **Single Sign-On (SSO) for Cloud Based Applications\Websites:**

### ***What is it?***

Single Sign-On (SSO) is an authentication service that permits a user to use one set of login credentials to access multiple applications\websites. With Office 365 SSO implementation and supported applications\websites, it can be used to automatically authenticate users to an application\website without providing additional login credentials.

### ***Why?***

With Single Sign-On, automatically authenticating users with trusted applications\websites provides a much more efficient and faster method of authenticating. It reduces risk by ensuring that the credentials are passed to trusted/known applications\websites and reduces the need for users to store\record separate sets of credentials.



## **Multi-Factor Authentication using Microsoft Authenticator or Duo (Duo licensing required):**

### ***What is it?***

Microsoft's Office 365 platform, which includes email services for many organizations, is Cloud based. Secure access outside of each organization for these services is critical. Most organizations already have users that access their corporate email through personal smart phones and home computers. MFA access control ensures that only the right people can access these resources.

### ***Why?***

By implementing MFA on Office 365 resources with either Duo or Microsoft's Authenticator App, the possibility that an outside attacker can access data with a simple username/password attack is drastically reduced.

## **Enhanced Backups of Office 365 Resources:**

### ***What is it?***

Using third party software, Office 365's cloud based resources (including email, SharePoint, OneDrive, contacts, calendars, etc.) will be actively backed up allowing for extended retention and a simpler restore process.

Email will be backed up every 4 hours and will be retained for a period of 7 years. SharePoint, OneDrive, and Teams will be backed up every 6 hours and retained for a period of 1 year.

### ***Why?***

Office 365, by default, does not provide any easy recovery options in the event email is deleted, compromised, or needs to be retrieved for compliance or legal reasons. This also includes SharePoint and OneDrive data (which could include critical corporate information)



## **Enhanced Firewall Security:**

### ***What is it?***

- SIEM/SOC Firewall Service: The firewall events will be ingested into a Security Information and Event Management (SIEM) system monitored by a dedicated Security Operations Center (SOC) partner of Open Approach. This service is comprised of an elite team of security veterans and experts who proactively hunt and investigate threat activity across the network traffic that traverses the firewall. Once notified, Open Approach will triage each detection and work with the SOC partner on remediation when an actionable threat is discovered.
- Intrusion Prevention: To protect the corporate network, Intrusion Prevention Service uses continually updated signatures to scan traffic on all major protocols, providing real-time protection against network threats, including spyware, SQL injections, cross-site scripting, and buffer overflows.
- Reputation Filtering: A powerful, Cloud-based web reputation service that aggregates data from multiple feeds to provide real-time protection from malicious sites and botnets, while dramatically improving web processing overhead.
- Gateway Anti-Virus: Leverage updated signatures to identify and block known spyware, viruses, trojans, worms, rogueware and blended threats – including new variants of known viruses. At the same time, heuristic analysis tracks down suspicious data constructions and actions to make sure unknown viruses don't slip by. This does not include viruses that can come through SSL/Secure websites.
- Geolocation: Geolocation enables the firewall to detect the geographic locations of connections to and from your network and to block connections to or from the geographic locations that are generally malicious. For example, if a redirected URL goes to a site in Russia and if Geolocation is enabled, that site will be blocked.
- Multi-Factor Authentication Using Microsoft Authenticator or Duo: For firewall hardware based VPN's using the Microsoft Authenticator or Duo.

### ***Why?***

With the data and intellectual property inside the organization, these Firewall Security services help protect the servers, workstations, and users inside the corporate network from malicious websites, files, services, and advanced threats. This set of security protections builds upon the significant layers of protection to keep organizations safe.



## **Web Content Filtering & Protection:**

### ***What is it?***

Web content filters, which examine corporate web traffic, are commonly used as prevention tools to prevent visitation to blatantly inappropriate content or sites with malicious intent. The filters will block access to sites that the business determines are not business legitimate (such as those related to pornography or gambling), malware and untrusted sites.

For corporate network web filtering, Open Approach utilizes the Firewall's existing built-in Web Filtering capabilities to block access to business compromising websites. This filter will be handled by the corporate network firewall and will be category based (for an example of the extensive categories available see [https://www.watchguard.com/help/docs/help-center/en-US/Content/en-US/Fireware/services/webblocker/webblocker\\_categories\\_websense\\_c.html](https://www.watchguard.com/help/docs/help-center/en-US/Content/en-US/Fireware/services/webblocker/webblocker_categories_websense_c.html)). Specific sites and domains can be also be added as requested.

For remote workstation web filtering, each company issued workstation will include a monitoring agent activated on the system. Through this agent a limited set of web filtering controls can be enforced.

### ***Why?***

Allowing full, unfiltered access to the Internet puts the organization at risk for either intentional or unintentional malevolent web site access. In many cases, visits to certain sites can be the vector for criminal access to the company. Additionally, filtering content that may unnecessarily offend employees is useful from a Human Resources standpoint.

## **Identity Monitoring:**

### ***What is it?***

Through the use of a third party identity monitoring tool, all email accounts collected from Office 365, Google workspace, and/or local Active Directory will be continually scanned for inclusion into known data breaches. Open Approach will be proactively alerted to any new breach found including where the breach occurred, the domain in question, and the specific data that was compromised. Open Approach will then research the breach to understand how it occurred and how it affects users, will determine if there is potential of exposing client data, will summarize the findings, and will advise each impacted user or organization of recommended next steps.

### ***Why?***

Many people use the same usernames and passwords for their accounts. If login credentials become compromised from a vendor or other third party breach, those credentials could be used to gain access to other cloud services of corporate networks.



## **Cybersecurity Awareness Training & Email Phishing Tests:**

### ***What is it?***

Open Approach will manage, administer, determine appropriate content for, and report results of an online cyber security training program which includes regularly scheduled phishing testing.

- Introductory training will be provided upon program setup.
- Quarterly phishing testing will be given to the entire user community. If a user fails, they will be automatically enrolled in an additional training session.
- Semi-Annual online training for all users.
- A user will have 4 weeks to complete all training after enrollment, including automated email reminders 7 days prior to the deadline.
- New hire training within first 15 days of account setup. Each new hire will have 6 weeks to take the required training and will be reminded via automated email 7 days prior to the deadline.
- Monthly security information will be emailed to the user community, which will include different information each month while ensuring not every user gets the same set of communications.
- Results of phishing tests (open email, open attachment), training requirements, and training completion will be sent to each organization and compiled regularly for executive team review

### ***Why?***

Educated users are the best defense against phishing attacks. Almost all major attacks have at least a portion of the attack which involves specific users that have been "socially engineered" (manipulated) by the attacker. Often, users are not aware that they are being manipulated, as the quality of the interaction instigated by the attacker is very convincing. Only higher levels of awareness can combat this – a phone call or well worded email will not get caught in the protection web every time. Users will need to know how to detect that something is "off".



## **Privileged Access Management (Application AllowListing & Elevation Control) with "ThreatLocker":**

### ***What is it?***

Privileged Access Management (PAM) solutions are designed to provide an enhanced layer of security that provides the following controls:

- "Allowlisting": Provides ability to elevate privileges for applications\software, scripts, executables, etc. that require it in order to operate\execute properly without giving standard users admin rights. It also allows the ability of blocking unapproved applications\software from running.
- "Elevation Control": Provides ability of administrators to allow timed/scheduled elevation of privileges to standard users if required on their devices (which can also be temporary or permanent) without configuring the standard user account as an administrator. This provides greater visibility of administrative rights as well as a more streamlined process for elevated permission requests/approvals.

### ***Why?***

Privileged Access Management solutions help satisfy the long-standing need for certain applications/processes that still require a higher level of privileges than what industry standards/best practices would suggest are acceptable. It helps organizations ensure that their staff have only the necessary levels of access to properly do their job while reducing the potential abuse or misuse of privileges. Without this type of solution, some companies are required to elevate their users as local and/or domain administrator to effectively work properly. It also helps provide multiple additional layers of security on endpoints (computers, servers, etc.) (depending on subscription) that can help mitigate Remote Access Attacks, Malware, & Data Theft



## **Corporate Password Vaulting (Keeper Security - Enterprise):**

What is it?

- Password vaulting is a solution used to centrally store and secure usernames and passwords (otherwise known as "credentials") related to software applications, websites, or any other system that uses credentials in a secure, encrypted manner. The solution typically provides a storage mechanism for providing Zero-Knowledge encryption. With Zero-Knowledge encryption, the Password vaulting solution provider itself does not even have access to decrypt and expose any of this data which leaves the end user (with their master password) as the only key to view and edit this information.
- Typically, these solutions (also known as Password Managers or Password Lockers) provide ability to setup/share common password lists, security auditing, activity reporting, multiple access methods such as browser, smartphone app, etc.

### ***Why?***

- To provide a company with the ability of centrally storing sensitive credentials for staff with the goals of circumventing more typical methods of unsecured/unencrypted password documentation methodologies such as spreadsheets, word processing files, sticky notes, etc.
- To provide a mechanism for securely sharing common passwords within a company.
- To also provide an Advanced Two-Factor Authentication interface for the solution to further enhance authentication to this information if required.



## **Enhanced vCIO & vCISO Consultation\Professional Services**

In certain situations, as part of our enhanced security services, Open Approach may need to provide a broader extension of its Virtual Chief Information Officer (vCIO) and Virtual Chief Information Security Officer (vCISO) consulting service roles. Our current MSP management services provide a standard subset of these consulting service roles to successfully guide our clients with the foundational needs to successfully design, implement & support IT infrastructure and technology systems as well as facilitate strategic planning & budgeting. They include facilitating long-term strategic IT goals that best align with our clients opportunities to drive innovation, business success, and revenue.

Although our standard MSP consulting services provide this subset, there are situations where the depth and complexities of our security service bundles require an expanded set of consulting services within these roles (vCIO & vCISO) necessary to properly address and maintain our client's security & regulatory compliance initiatives. This expanded set of consulting services encapsulates a more focused level of oversight, management, and mandatory participation/engagement to ensure that the goals and requirements of IT security are aligned with the expectations of our clients as well as with regulatory/governing bodies. Some examples of these expanded services include (but not limited to):

- Management-level advisory and consulting to best align needs/requirements, expectations, as well as goals as it relates to IT security platforms/solutions.
- Participation in industry focused meetings/engagements (including webinars, emails, conference calls, etc.).
- Coordination, review and planning with integrated 3rd party security solution providers.
- Assistance with business and IT alignment to achieve security goals & compliance while using best practices.
- Review and monitoring of overall IT security programs.

## **Conclusion:**

Open Approach's goal in providing this Statement of Work is to be as clear and transparent as possible. Should you have any questions or concerns about the content included in this proposal, please contact your Open Approach account manager to clarify and/or adjust as necessary.

Thank you for this opportunity!



**OPEN APPROACH, INC.**  
**MASTER CONSULTING AGREEMENT**

THIS AGREEMENT is entered into as of **Wednesday, April 8, 2020**, ("Effective Date"), by and between Open Approach, Inc. ("Open Approach"), a Vermont corporation with its principal office located in Bristol, Vermont, and **Client** ("Client"), a **Vermont** corporation with its principal office located in **Town, State**.

**1. Definitions**

**1.1 Services**

Work to be performed by Open Approach for Client pursuant to one or more Statements of Work agreed to by the parties under this Agreement. The schedule for Services and related fees shall be agreed upon by the parties in each Statement of Work.

**1.2 Deliverable(s)**

Any and all specific results to be provided or delivered as part of the Services, including any software, hardware, engineering services, consulting and related items or services.

**1.3 Written Statement of Work**

A written document mutually agreed upon and executed by the parties which describes services to be performed by Open Approach for Client and incorporates the terms of this Agreement.

**1.4 Proprietary Rights**

All rights worldwide in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

**2. Open Approach's Obligation to Provide Services**

Open Approach shall provide the Services to Client in accordance with the terms and conditions hereof and the applicable Statement of Work.

**3. Responsibility for Open Approach Employees**

All personnel provided by Open Approach to perform any Services shall be considered Open Approach's employees or agents, and Open Approach shall be responsible for payment of fees or salaries (including the withholding or payment of all payroll or income taxes), workers' compensation, disability benefits and the like for such personnel.



#### **4. No-Hiring of Open Approach Employees**

Client acknowledges the substantial amount of time, money, and effort that Open Approach has spent and will spend in recruitment of competent employees, and agrees, during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement, not to employ or hire, solicit for employment, attempt to employ or actively assist any other entity in employing or soliciting for employment, any employee of Open Approach, without the prior written consent of Open Approach. The parties agree that liquidated damages for breach of this non-hiring covenant shall be fifty percent (50%) of the total compensation payable to the former Open Approach employee during the first 12 months of employment by an employer other than Open Approach.

#### **5. Client Contact(s)**

Client shall appoint a primary contact person who shall be familiar with and apprised of the Services. The contact person shall communicate the nature of the Services to all Client employees who will be affected by the Services. All questions and inquiries for Open Approach shall be directed through the primary contact person. In addition, the primary contact person shall be available to assist with set-up and be available to provide information to Open Approach as needed throughout the process.

#### **6. Cooperation**

Client acknowledges (i) that certain Services to be provided by Open Approach may be dependent on Client providing certain data, information, or assistance, and if the parties agree that certain Services are to be performed at Client's facility, such Services may be dependent on Client providing access to Client's facilities and suitable work space (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of Services by Open Approach. The parties agree that any delay or failure by Open Approach to provide Services hereunder which is caused by Client's failure to provide timely Cooperation reasonably requested by Open Approach shall not be deemed to be a breach of Open Approach's performance obligations under this Agreement.

#### **7. Equipment and Supplies Procurement**

The parties understand that Open Approach's services do not necessarily include the resale or providing of any computer hardware, licensing or related equipment. Open Approach may work with the Client to obtain items that are suitable for the purpose intended through separate vendors, which said items may be paid for directly by the Client.

#### **8. Reports**

Open Approach shall advise Client of its performance and its progress regarding any Statement of Work as Client may reasonably request from time to time.

#### **9. Change Orders**

Any change requested by Client in the scope of Services or Deliverable(s) specified in a Statement of Work must be mutually agreed upon by the parties in writing. Change orders may require modification of fees charged and/or delivery schedules.



## 10. Scheduling

In the event Open Approach anticipates at any time that it will not complete one or more Deliverable(s) within the prescribed timetable, Open Approach shall promptly inform Client by written notice, submit proposed revisions to the timetable that reflect Open Approach's best estimates of what can realistically be achieved, and continue to work under the revised timetable, in accordance with Open Approach's written notice, until otherwise directed by Client.

## 11. Unforeseen Delays

Open Approach shall not be liable for any delays or failures in the performance of the Services if such delays or failures are due to causes beyond Open Approach's reasonable control, including, but not limited to, Acts of God, strikes, delays in shipping and transportation, delays are the part of the Client, or inability to obtain necessary labor or materials.

## 12. Location of Services

All Services shall be performed at locations determined by Open Approach unless otherwise mutually agreed in the applicable Statement of Work.

## 13. Fees

Client shall pay fees to Open Approach in accordance with the applicable Statement of Work.

## 14. Limited Warranty for Services

During the term hereof, Open Approach warrants that Services provided herein will be performed in a professional and skilled manner consistent with generally accepted industry standards. For any breach of the above warranty, the sole remedy shall be that Open Approach shall at its option (i) re-perform the non-conforming or defective Services at its cost and expense, (ii) provide substitute Services, or (iii) issue an appropriate refund for the non-conforming or defective Services.

## 15. Warranty Disclaimer

**Except for the limited warranty provided above, to the extent allowed by law, Open Approach hereby disclaims all warranties, both express and implied, including implied warranties respecting merchantability, title, and fitness for a particular purpose. If the applicable law of a relevant jurisdiction prohibits or limits disclaimers of implied warranties, the foregoing limitation shall apply to the maximum extent permitted by applicable law.**

## 16. Mutual Indemnity

Open Approach will defend and indemnify the Client against a claim that any information, design, specification, instruction, software, data or material furnished by Open Approach ("Material") and used by the Client hereunder infringes or violates a Proprietary Right of another, provided that: (i) the Client notifies Open Approach in writing within thirty (30) days of the claim; (ii) Open Approach has sole control of the defense and all related settlement negotiations; and (iii) the Client provides Open Approach with the assistance,



information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the Client in providing such assistance will be reimbursed by Open Approach. Open Approach shall have no liability for any claim of infringement resulting from: (i) the Client's use of a superseded or altered release of some or all of the Material if infringement would have been avoided by the use of a subsequent unaltered release of the Material which Open Approach provides to the Client; or (ii) any information, design, specification, instruction, software, data, or material not furnished by Open Approach. In the event that some or all of the Material is held or is believed by Open Approach to infringe, Open Approach shall have the option, at its expense: (i) to modify the Material to be non-infringing; or (ii) to obtain for the Client a license to continue using the Material. If it is not commercially feasible to perform either of the above options, then Open Approach may require the Client to return the infringing Material and all rights thereto. Upon return of the infringing Material to Open Approach, the Client may terminate this Agreement with ten (10) days written notice. Client agrees to assume the defense and indemnify Open Approach against any third-party claims, lawsuits, arbitrations, administrative claims, or other proceedings in which Open Approach is named as a party or potential party and relating in any way to Client's failure to comply with the provisions of this Agreement or any applicable law. To the full extent permitted by law, Client further agrees to hold harmless Open Approach, its directors, officers, and employees for all losses and reasonable expenses, including attorney's fees, settlements, and judgments, incurred by Open Approach in connection with any such third-party claims. Client's obligation to defend and indemnify Open Approach under this Paragraph will apply regardless of whether the third-party claim arises in contract, tort, negligence, strict liability or otherwise. THIS INDEMNITY SECTION STATES THE PARTIES' ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR INFRINGEMENT.

#### **17. Open Approach's Limitation of Actual Damages**

Except for any indemnity provided herein and for damages resulting from Open Approach's willful misconduct, Open Approach's liability to Client for actual damages arising out of this Agreement, including damages resulting from Open Approach's negligent conduct, during any 12-month period will be limited to the amounts paid to Open Approach hereunder during such 12-month period as they relate to invoices incurred for the specific Statement of Work.

#### **18. Disclaimer Regarding Consequential Damages**

**Neither party will be liable to the other in any event for any special, incidental, indirect or consequential damages, including without limitation, (i) any damages for loss of business profits, business interruption, or loss of business information, or (ii) Client's or Client's customers' reliance on or use of information or services provided hereunder, even if the offending party has been previously advised of the possibility of such damages. If the applicable law of a relevant jurisdiction prohibits or limits the exclusion or limitation of liability for incidental or consequential damages, the foregoing limitations shall apply to the maximum extent permitted by applicable law.**

#### **19. Off-Premise Materials**

At times, for convenience, client materials, including but not limited to computers and computer software, may be in the possession of Open Approach in an off-premise location, such as our corporate offices. Such off-premise client materials will be insured in an amount equal to or exceeding their cumulative value, up to the amount reasonably



estimated by Client and reported to Open Approach in advance. If requested by Client, a certificate of insurance coverage shall be provided to Client in advance of Open Approach removing materials from the client location or in advance of client materials receipt at an Open Approach location. A client materials inventory shall be maintained and updated by Open Approach, and copies shall be provided to Client when revisions are made.

## **20. Term of Agreement**

The initial term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of three (3) years. Thereafter, if not terminated during the initial term, this Agreement shall renew automatically for successive terms of one year each until terminated by either party. After the expiration or termination of this Agreement, any existing Statement of Work then still in effect shall continue unaffected and in full force and effect unless otherwise terminated as provided herein or in such Statement of Work.

## **21. Term of Statement of Work**

Any Statement of Work created under this Agreement shall commence immediately upon execution by both parties, and shall continue thereafter as provided in the Statement of Work.

## **22. Automatic Termination**

Unless Open Approach promptly after discovery of the relevant facts notifies Client to the contrary in writing, this Agreement and all Statements of Work will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against Open Approach, any assignment or attempted assignment by Open Approach for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for Open Approach.

## **23. Termination for Cause**

If either party fails to comply with any of the material terms and conditions of this Agreement or any Statement of Work, the other party may terminate any or all Statements of Work upon fifteen (15) days written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied. If all outstanding Statements of Work are so terminated, then this Agreement may be terminated along with termination of the Statements of Work.

## **24. Termination for Convenience**

Notwithstanding anything contained herein to the contrary, either party may terminate any or all Statements of Work for convenience upon sixty (60) days written notice to the other party. If all outstanding Statements of Work are so terminated, then this Agreement may be terminated along with termination of the Statements of Work.

## **25. Return of Materials and Payment**

Upon the request of Client, and in any event, upon the termination of this Agreement or any Statement of Work, Client shall pay Open Approach for all work in progress as of the termination date, and Open Approach shall surrender to Client all work in progress, if



any, and documents pertaining to the business of Client previously delivered by Client to Open Approach; provided, however, that Open Approach may retain work in progress and documents to the extent they are relevant to unterminated Statements of Work of Client. This provision shall apply to all materials made available or disclosed to Open Approach by any third party in connection with this Agreement or any Statement of Work.

## **26. Litigation Expenses**

If any legal action or other proceeding is brought under this Agreement, in addition to any other relieve to which the successful or prevailing party (the "Prevailing Party") is entitled, the non-Prevailing Party shall pay all reasonable attorneys' fees and other expenses incurred by the Prevailing Party in such action or proceeding and all appellate proceedings.

## **27. Notices**

Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

## **28. Continuing Obligations**

The following obligations shall survive the expiration or termination hereof: (i) any and all licenses granted hereunder, (ii) any and all limitations of liability and indemnities granted by either party herein, (iii) any covenant granted herein for the purpose of protecting the Proprietary Rights of either party or any remedy for breach thereof, (iv) the payment of taxes, duties, or any money to either party hereunder, and (v) the return of Client materials.

## **29.-Client Order Documents**

The terms and conditions of this Agreement and the Statements of Work hereunder shall supersede all provisions, terms, and conditions contained in any confirmation order, purchase order, or other writing Client may provide to Open Approach (hereinafter referred to as "Client Order Documents"), and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions of this Agreement and the Work Orders, regardless of whether such Client Order Documents are delivered to Open Approach before, contemporaneously with, or after execution of this Agreement. If any Client Order Documents are used to place orders with Open Approach, it is expressly understood and agreed that the terms and conditions of this Agreement and the Statements of Work shall prevail insofar as they may in any way conflict with the terms and conditions set forth in such Client Order Documents. Client hereby releases Open Approach from any obligations that are set forth in such Client Order Documents to the extent such obligations are inconsistent with Open Approach's obligations under this Agreement and the Statements of Work. Client hereby represents and warrants, with the knowledge that Open Approach is relying on such representation and warranty in entering into this Agreement, that Client shall not seek to enforce any provisions, terms, or conditions contained in a Client Order Document to the extent that such provisions,



terms or conditions are inconsistent with the provisions, terms, or conditions of this Agreement and the Statements of Work.

### **32. Security Breach Notification.**

Open Approach shall promptly investigate each Security Breach that it becomes aware of or has reason to suspect may have occurred. In the case of an actual Security Breach, Open Approach agrees to notify Client as soon as it becomes aware of any actual or suspected unintended access of any Open Approach systems that may access, process, or store data, files, Work Product, Confidential Information or Client Data produced under, provided under or related to this Agreement or any SOW subject to this Agreement. Open Approach shall reasonably cooperate with Client in connection with any independent investigation that Client may desire to conduct with respect to such Security Breach. Open Approach shall reasonably cooperate in identifying any reasonable steps that should be implemented to limit, stop or otherwise remedy any actual or suspected Security Breach. Open Approach agrees to notify Client within seventy-two (72) hours of the discovery of the actual or suspected unintended access.

Due to the relationship and access that Open Approach has with Client Systems and Networks, Open Approach requires that the Client also notify Open Approach of any actual or suspected security breach that occurs at the client within seventy-two (72) hours.

### **31. Miscellaneous**

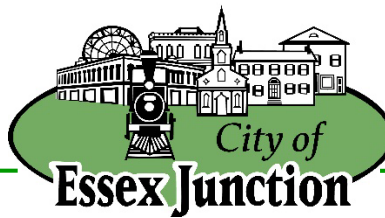
This Agreement shall be construed under the laws of the State of Vermont, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Open Approach, Inc.		Client
<hr/> Signature		<hr/> Signature
David A. Bernoudy, Jr.		Client Name
Title: President		Title: Client Title
Dated: Thursday, April 20, 2023		Dated: Thursday, April 20, 2023





## MEMORANDUM

**To:** City Council  
**From:** Regina Mahony, City Manager  
**Meeting Date:** 4/26/2023  
**Subject:** IT Segregation and Managed Services Contract

### Issue

The issue is that the City of Essex Junction needs to secure a vendor to migrate off the Town's IT system this spring and for managed IT services for July 1, 2023.

### Discussion

I've included the following information to summarize the process thus far:

1. RFP Issued: 10/17/2022
2. Site Visits scheduled: 11/3 simplerroute, 11/4 TechGroup, 11/15 OpenApproach
3. Preliminary Proposals due 12/19/22. Five proposals were received from:
  - Dominion Tech
  - Open Approach
  - Simplerroute
  - SoftSages
  - Tech Group
4. Staff review committee reviewed the proposals and invited three firms to move forward: Dominion Tech, Open Approach and Simplerroute
5. Interviews with selected proposals/vendors: 1/9: DominionTech, 1/11 simplerroute, 1/23: OpenApproach
6. Final Proposals due 1/30/23
7. Staff Review Committee met on 1/31/2023. With all criteria considered Open Approach had the highest total score; and ranked highest among the majority of the review committee members.

Here is the score sheet of the final proposals:

Vendor Name	Regina	Wendy	Hannah	Jess	Chelsea	Rob	Ashely	Harlan	Total Score
Openapproach	49	31	32	47	57	50	56	50	372
Simplerroute	54	42	44	36	48	46	46	40	356
Dominion Tech	44	40	41	42	39	49	49	46	350



8. Following the final staff committee selection of Open Approach, they were authorized to begin its technical assessment of the city's IT systems, architecture and processes. This authorization allowed Open Approach to more accurately define the scope of initial project services and related IT hardware required to successfully segregate the city from the Town's IT infrastructure. An update of the process was provided to the Council in the March 8, 2023 packet.
9. Simpleroute filed a bid protest on March 9, 2023. I responded to that bid protest on March 17, 2023. Simpleroute filed an appeal of that response to the City Council on March 30, 2023. A hearing was held by the City Council on 4/3/2023; and deliberations followed. The City Council denied the appeal on 4/12/23. This was signed and forwarded to Simpleroute by the City Attorney on 4/19/23. This decision may be appealed to the Chittenden County Superior Court, Civil Division within 30 days of the date of this decision, in writing pursuant to V.R.C.P. 75.

I recommend that the City now move forward with the contract with OpenApproach for segregation from the Town's IT system, and a managed service contract for FY24. The City needs to be segregated from the Town by July 1, 2023 and we need to move swiftly.

OpenApproach has now prepared a statement of work and cost proposal for segregation of the city and town IT infrastructure. This is attached and titled Quote Information - Project: Segregation of City & Town IT Infrastructure.

Openapproach has also prepared a managed services agreement for the City starting July 1, 2023. This is attached and titled: Quote Information - Project: Managed Services – Small Business Offering. We expect further refinement discovered through the separation project; however, staff recommends authorization of this contract at this time as well.

#### **Cost**

*Regarding the separation of the City from the Town:* The FY23 Village budget doesn't include money for separating the City from the Town's IT system. I recommend the LOT is used for this one-time work.

The quote for the Segregation of City and Town Services is:

Description	Amount
Phase 1 Hardware & Software	\$13,641
Phase 3 Hardware & Software	\$16,095
Phase 1 Services	\$42,327
Phase 2 Services	\$14,526
Phase 3 Services	\$7,695
Total	\$94,284

This IT migration was contemplated through the FY24 budgeting process. The \$100,000 in FY23 from the LOT fund was intended for the IT migration costs:



Local Option Tax Fund			
	FY23 Projection	FY24 Projection	Notes
Beginning Balance	-	473,642	
Add	573,642	745,000	use first quarter data and factor 30% reduction for other 3 quarters due to holidays
Spend	100,000	252,272	Rebranding \$40,000; Strategic Planning \$30,000; Banners/Signs \$14,375 (50 banners for streetlights \$110/ea, 5 entrance signs \$1,775/ea); planned increase to capital transfer from general fund \$79,739; paving increase of \$20,000 (projected for pricing increases); stormwater grant matching funds \$28,000; 50% of Code Enforcement Officer salary/benefits
Ending Balance	473,642	966,370	
FY23 Actual LOT Revenue to Date:			
Returns Filed Aug-Nov 2022	1,178.64		
Returns Filed Nov 2022-Feb 2023	239,621.26		
FY23 YTD Total	240,799.90		

*To calculate LOT revenue: 1% of total receipts as reported to State, 30% of that is retained by State for PILOT fund-70% comes to City, \$5.96/return fee assessed as well*

*Regarding the managed service contract:* The FY24 budget includes \$125,000 for the managed service contract and licenses. The annual cost of the managed service contract is \$166,245.60. We anticipate that we will achieve some cost savings as it's unlikely all new positions in FY24 will be hired on July 1. We'd rather not use any LOT funds for ongoing expenses; but could in a worst case scenario.

#### **Recommendation:**

Staff recommends the Council authorize the City Manager to execute the following contracts with Openapproach: segregation of city and town infrastructure, for an amount not to exceed \$94,284 and managed services, for an amount not to exceed \$166,245.60 annually.

Staff further recommends the Council authorize the City Manager to execute the Master Consulting Agreement with Open Approach, Inc. pending legal review.

#### **Recommended Motion:**

Should the Council decide to move forward with the recommendation, here are two recommended motions:

"I move that the City Council authorize the City Manager to execute the following contracts with Openapproach: segregation of city and town infrastructure, for an amount not to exceed \$94,284 and managed services, for an amount not to exceed \$166,245.60 annually."

"I move that the City Council authorize the City Manager to execute the contract with Openapproach for segregation of city and town infrastructure, for an amount not to exceed \$94,284, pending legal review."



**Attachments:**

Quote Information - Project: Segregation of City & Town IT Infrastructure  
Quote Information - Project: Managed Services – Small Business Offering  
Open Approach, Inc. Master Consulting Agreement



04/17/23

## Town of Essex Accounts Payable

Page 1 of 6

04:39 pm

Check Warrant Report # 17349 Current Prior Next FY Invoices For Fund (GENERAL FUND)

CDelibac

For Check Acct 01 (GENERAL FUND) All check #s 04/07/23 To 04/07/23 &amp; Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
05290	ADVANCE AUTO PARTS	03/27/23	PART # EZM70086 552308631470	210-5-40-12-610.000 General Supplies	8.40	45427	04/07/23
05290	ADVANCE AUTO PARTS	03/27/23	BRAKE CLEANER 14 OZ 14 C 552308631481	210-5-40-12-610.000 General Supplies	63.84	45427	04/07/23
05290	ADVANCE AUTO PARTS	03/27/23	RIVET 1 EA AUVCO 552308657992	210-5-40-12-610.000 General Supplies	26.00	45427	04/07/23
05290	ADVANCE AUTO PARTS	03/29/23	BRUSH DIP AND WASH 1 EA 552308858041	210-5-40-12-610.000 General Supplies	6.33	45427	04/07/23
05290	ADVANCE AUTO PARTS	03/30/23	DESSICANT AIR DRYER 1 E/ 552308997849	210-5-40-12-610.000 General Supplies	81.88	45427	04/07/23
05290	ADVANCE AUTO PARTS	04/03/23	PRMR-SELF ETCH 12 OZ RS 7 552309331699	210-5-40-12-610.000 General Supplies	64.35	45427	04/07/23
05290	ADVANCE AUTO PARTS	04/03/23	LOCKING DUAL FT CHCK 1 E 552309331701	210-5-40-12-610.000 General Supplies	11.69	45427	04/07/23
05290	ADVANCE AUTO PARTS	04/03/23	ACRY EN2XSEMI GLS BK 1 E 552309358111	210-5-40-12-610.000 General Supplies	18.61	45427	04/07/23
05290	ADVANCE AUTO PARTS	04/04/23	J-B Weld 552309458134	210-5-40-12-610.000 General Supplies	7.81	45427	04/07/23
05290	ADVANCE AUTO PARTS	04/04/23	EPOXY, PRIMER, HARDENER A 552309458141	210-5-40-12-610.000 General Supplies	204.85	45427	04/07/23
19815	AMAZON CAPITAL SERVICES	04/02/23	Supplies 176KLHTPN17N	210-5-35-10-610.000 General Supplies	27.99	45428	04/07/23
23190	BAILEY SPRING & CHASSIS	04/04/23	3/8 WELD ON D-RING S/A 62 S 32792	210-5-40-12-610.000 General Supplies	12.14	45434	04/07/23
03000	CARGILL SALT EASTERN INC	03/16/23	SALT ICE 2908078726	210-5-40-12-600.000 Salt, Sand and Gravel	1897.16	45437	04/07/23
04940	COMCAST	03/19/23	Internet Services March 2 0136343 0323	210-5-41-20-530.000 Communications	168.39	45447	04/07/23
29785	DAVIS JAMES AARON	03/20/23	J Programs DAVIS MARCH2	210-5-35-10-840.202 Childrens Programs	50.00	45452	04/07/23
V10634	ENVISIONWARE INC	04/01/23	Tech Subscrip: PC Res INVUS64988	210-5-35-10-505.000 Tech. Subs, Licenses	267.75	45457	04/07/23
05020	ESSEX JCT CITY OF	03/08/23	2 Lincoln St Hall Water/S 203070431	210-5-41-20-410.000 Water and Sewer Charges	162.52	45459	04/07/23
05020	ESSEX JCT CITY OF	03/08/23	2 Lincoln Sprinkler Water 203070441	210-5-41-20-410.000 Water and Sewer Charges	78.08	45459	04/07/23
244635	FIRST NATIONAL BANK OMAHA	02/16/23	Emp Winter Cel February 2 8718 0216202	210-5-10-10-845.000 Employee/Volunteer Recogn	595.88	45464	04/07/23
34895	GAUTHIER TRUCKING, INC.	04/01/23	11 JACKSON ST 1706648	210-5-40-12-425.000 Trash Removal	246.86	45470	04/07/23
34895	GAUTHIER TRUCKING, INC.	04/01/23	RAILROAD AVE 1706650	210-5-40-12-425.000 Trash Removal	533.21	45470	04/07/23
34895	GAUTHIER TRUCKING, INC.	04/01/23	BEECH ST 1706799	210-5-40-12-425.000 Trash Removal	76.19	45470	04/07/23
20470	GLOBAL MONTELLO GROUP	03/31/23	Vehic Fuel 298756	210-5-41-22-626.000 Gasoline	353.16	45471	04/07/23
20470	GLOBAL MONTELLO GROUP	03/31/23	Vehic Fuel 298756	210-5-40-12-626.000 Gasoline	5828.82	45471	04/07/23
20470	GLOBAL MONTELLO GROUP	03/31/23	Vehic Fuel 298756	210-5-41-26-626.000 Gasoline	66.90	45471	04/07/23



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Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
04035	GOT THAT RENTAL & SALES I	03/29/23	GLOVE SINGLE PALM XL 110362	210-5-40-12-612.000 Uniforms	34.56	45473	04/07/23
37715	INTEGRITY COMMUNICATIONS	04/05/23	Tech services - phones 42493	210-5-35-10-340.000 Technical Services	120.00	45481	04/07/23
24560	JET SERVICE ENVELOPE CO	03/24/23	1/2 cost of election 82761	210-5-10-10-820.000 Elections	6725.96	45483	04/07/23
V10130	LOWE'S BUSINESS ACCOUNT	03/30/23	air fresheners and misc. 02995	210-5-40-12-610.000 General Supplies	26.64	45489	04/07/23
V10130	LOWE'S BUSINESS ACCOUNT	03/22/23	shop Tools 09293	210-5-40-12-610.000 General Supplies	80.53	45489	04/07/23
26920	MAYVILLE DARBY	03/23/23	Recording Secretary City 59	210-5-10-10-530.000 Communications	55.43	45491	04/07/23
V9970	MIDWEST TAPE	03/17/23	Adult Collection, J Colle 503518080	210-5-35-10-640.201 Adult Collection	39.99	45494	04/07/23
V9970	MIDWEST TAPE	03/17/23	Adult Collection, J Colle 503518080	210-5-35-10-640.202 Juvenile Collection	194.13	45494	04/07/23
V9970	MIDWEST TAPE	03/27/23	Adult Collection, J Colle 503562002	210-5-35-10-640.201 Adult Collection	39.23	45494	04/07/23
V9970	MIDWEST TAPE	03/27/23	Adult Collection, J Colle 503562002	210-5-35-10-640.202 Juvenile Collection	68.70	45494	04/07/23
06675	NATIONAL BUSINESS TECHNOL	03/31/23	Copier usages 2/18-3/17/2 IN540212	210-5-35-10-442.000 Rental Vehicles/Equip	2.99	45497	04/07/23
06675	NATIONAL BUSINESS TECHNOL	03/31/23	Copier usages 2/18-3/17/2 IN540212	210-5-35-10-442.000 Rental Vehicles/Equip	69.28	45497	04/07/23
06675	NATIONAL BUSINESS TECHNOL	03/31/23	Copier usages 2/18-3/17/2 IN540212	210-5-40-12-442.000 Rental Vehicles/Equip	1.19	45497	04/07/23
06675	NATIONAL BUSINESS TECHNOL	03/31/23	Copier usages 2/18-3/17/2 IN540212	210-5-10-10-442.000 Rental Vehicles/Equip	38.34	45497	04/07/23
37430	R R CHARLEBOIS INC	01/17/23	Truck 34 repair parts IE29659A	210-5-40-12-430.000 R&M Vehicles & Equipment	356.89	45508	04/07/23
18010	REYNOLDS & SON, INC.	03/31/23	Variable Strap 16 To 3422551	210-5-25-10-750.000 Machinery & Equipment	117.97	45510	04/07/23
18010	REYNOLDS & SON, INC.	03/31/23	MSA Cairns Helmet 3422552	210-5-25-10-612.000 Uniforms	210.70	45510	04/07/23
18010	REYNOLDS & SON, INC.	03/31/23	Meter Altair 4XR Multigas 3422553	210-5-25-10-750.000 Machinery & Equipment	1095.50	45510	04/07/23
18010	REYNOLDS & SON, INC.	03/31/23	Dex Rescue Glove Sz 3422554	210-5-25-10-612.000 Uniforms	169.60	45510	04/07/23
29835	SHERWIN-WILLIAMS	03/29/23	BRUSH 2" TRIM 21054	210-5-40-12-610.000 General Supplies	36.25	45516	04/07/23
29835	SHERWIN-WILLIAMS	04/03/23	ASE OIL LL BLACK 1 GALLON 22888	210-5-40-12-610.000 General Supplies	63.98	45516	04/07/23
29835	SHERWIN-WILLIAMS	03/27/23	JOB 2 TRAFFIC PAINT 23192	210-5-40-12-572.000 Traffic Control	2603.20	45516	04/07/23
29835	SHERWIN-WILLIAMS	04/04/23	bucket loader 23266	210-5-40-12-610.000 General Supplies	65.57	45516	04/07/23
29835	SHERWIN-WILLIAMS	04/04/23	paint brushes 24257	210-5-40-12-610.000 General Supplies	10.84	45516	04/07/23
23855	SOUTHWORTH-MILTON, INC.	03/27/23	PAINT 1NV2870915	210-5-40-12-610.000 General Supplies	122.14	45521	04/07/23



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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
19350	04/03/23	VERIZON CONNECT FLEET USA GPS Acct for PW 308000037988	210-5-40-12-442.000 Rental Vehicles/Equip	454.80	45533	04/07/23
36130	03/17/23	VERIZON WIRELESS VSAT CM cell Feb/Mar 2023 9930353779	210-5-10-10-530.000 Communications	50.42	45534	04/07/23
36130	03/18/23	VERIZON WIRELESS VSAT TOWN CELL PHONES 9930382902	210-5-40-12-530.000 Communications	11.25	45535	04/07/23
36130	03/19/23	VERIZON WIRELESS VSAT Cell phones 03/20/23 - 04 9930476280	210-5-40-12-530.000 Communications	192.61	45536	04/07/23
22070	03/23/23	VILLAGE COPY & PRINT INC. Annual Report Newsletter 9097	210-5-10-10-530.000 Communications	3284.86	45539	04/07/23
23395	03/29/23	VILLAGE HARDWARE - WILLIS GT5/8 3/4 Fern Coupling 516309	210-5-40-12-610.000 General Supplies	22.31	45540	04/07/23
23395	03/29/23	VILLAGE HARDWARE - WILLIS part for water hose in sh 516310	210-5-40-12-610.000 General Supplies	8.54	45540	04/07/23
29825	02/16/23	VT GAS SYSTEMS 02/16/23 - 03/20/23 23157	210-5-40-12-621.000 Natural Gas/Heating	753.46	45544	04/07/23
29825	02/16/23	VT GAS SYSTEMS 02/16/23 - 03/20/23 23157	210-5-41-21-621.000 Natural Gas/Heating	1294.00	45544	04/07/23
29825	02/16/23	VT GAS SYSTEMS 02/16/23 - 03/20/23 23157	210-5-41-20-621.000 Natural Gas/Heating	904.68	45544	04/07/23
29825	02/16/23	VT GAS SYSTEMS 02/16/23 - 03/20/23 23157	210-5-41-22-621.000 Natural Gas/Heating	890.98	45544	04/07/23
29825	02/16/23	VT GAS SYSTEMS 02/16/23 - 03/20/23 23157	210-5-41-23-621.000 Natural Gas/Heating	549.04	45544	04/07/23
25715	03/22/23	DONALD L. HAMLIN CONSULT Consult and Engineering f 22820 0323	230-5-40-13-895.830 BC2058 Brickyard Culvert	2478.93	45456	04/07/23
V9632	03/29/23	HOYLE, TANNER & ASSOC, IN Construction submittal re 0068707	230-5-40-13-895.830 BC2058 Brickyard Culvert	1236.75	45478	04/07/23
20470	03/31/23	GLOBAL MONTELLO GROUP Vehic Fuel 298756	254-5-54-20-626.000 Gasoline	182.07	45471	04/07/23
10110	04/02/23	MCGOVERN MECHANICAL CORP Water Meter Replacements 1900	254-5-54-70-750.001 Meter Replacement Program	340.00	45492	04/07/23
38760	04/04/23	TI-SALES INC Upgrade of Belt Clip Seri INV0155728	254-5-54-70-750.001 Meter Replacement Program	140.00	45528	04/07/23
36130	03/19/23	VERIZON WIRELESS VSAT Cell phones 03/20/23 - 04 9930476280	254-5-54-20-530.000 Communications	176.86	45536	04/07/23
29825	02/16/23	VT GAS SYSTEMS 02/16/23 - 03/20/23 23157	254-5-54-20-621.000 Natural Gas/Heating	510.05	45544	04/07/23
26290	04/04/23	CHAMPLIN ASSOC. INC. Cornell Pump Serial 1866 VSRI1031	255-5-55-30-570.000 Other Purchased Services	974.62	45442	04/07/23
23455	03/28/23	CHITTENDEN SOLID WASTE DI oil and rag disposal 1003298	255-5-55-30-421.000 Grit Disposal	233.52	45443	04/07/23
23455	03/27/23	CHITTENDEN SOLID WASTE DI February-23 20232ESS	255-5-55-30-568.000 Biosolids Subcontractor	10886.44	45443	04/07/23
05020	03/08/23	ESSEX JCT CITY OF WWTF Multi water/sewer Ac 030823DA	255-5-55-30-410.000 Water and Sewer Charges	1021.13	45459	04/07/23
38955	03/21/23	F W WEBB COMPANY parts for Recirculation p 79905744	255-5-55-30-570.000 Other Purchased Services	4866.11	45460	04/07/23
04640	12/02/22	FASTENAL INDUSTRIAL & CON 3/8-16 CHNUT W/SPRNG Cred VTBUR315631	255-5-55-30-570.000 Other Purchased Services	-75.97	45461	04/07/23



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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
04640	FASTENAL INDUSTRIAL & CON	03/13/23 XL QCB SVf Hrn	255-5-55-30-570.000	531.98	45461	04/07/23
		VTBUR318188	Other Purchased Services			
20470	GLOBAL MONTELLO GROUP	03/31/23 Vehic Fuel	255-5-55-30-626.000	398.74	45471	04/07/23
		298756	Gasoline			
07010	GREEN MOUNTAIN POWER CORP	03/21/23 Usage Period: 02/17/23 -0	255-5-55-30-622.000	12320.05	45475	04/07/23
		0323CASCADE	Electricity			
V1093	HOLLAND CO., INC.	03/21/23 Sodium Bisulfite Solution	255-5-55-30-619.000	5775.00	45477	04/07/23
		20157	Chemicals			
V9454	LENNY'S SHOE & APP	03/29/23 Ken McGowan-emergency bo	255-5-55-30-612.000	281.99	45487	04/07/23
		3487031	Uniforms			
V9454	LENNY'S SHOE & APP	03/29/23 Jay Kluza 50134, emergenc	255-5-55-30-612.000	221.00	45487	04/07/23
		3487032	Uniforms			
V9454	LENNY'S SHOE & APP	03/30/23 ART 50132 emergency boot	255-5-55-30-612.000	129.00	45487	04/07/23
		3487139	Uniforms			
06675	NATIONAL BUSINESS TECHNOL	03/31/23 Copier usages 2/18-3/17/2	255-5-55-30-442.000	35.64	45497	04/07/23
		IN540212	Rental Vehicles/Equip			
19325	OPEN APPROACH INC	04/01/23 Monthly Billing for April	255-5-55-30-340.000	690.00	45499	04/07/23
		19350	Technical Services			
03160	P & H SENESAC INC	03/20/23 POLYMER FOR DEWATERING	255-5-55-30-568.000	9108.00	45502	04/07/23
		20428	Biosolids Subcontractor			
20040	RAB CONSULTING & SERVICES	04/03/23 Tri town high strength wa	255-5-55-30-330.000	562.50	45509	04/07/23
		167	Professional Services			
02970	USA BLUE BOOK INC	03/17/23 Peristaltic Metering Pump	255-5-55-30-570.000	620.66	45532	04/07/23
		302572	Other Purchased Services			
36130	VERIZON WIRELESS VSAT	03/18/23 TOWN CELL PHONES	255-5-55-30-530.000	25.84	45535	04/07/23
		9930382902	Communications			
36130	VERIZON WIRELESS VSAT	03/18/23 TOWN CELL PHONES	255-5-55-30-570.000	40.01	45535	04/07/23
		9930382902	Other Purchased Services			
23395	VILLAGE HARDWARE - WILLIS	03/28/23 POLY PUMP GBT	255-5-55-30-570.000	39.79	45540	04/07/23
		516304	Other Purchased Services			
23395	VILLAGE HARDWARE - WILLIS	03/31/23 Tools for service truck WW	255-5-55-30-430.000	19.45	45540	04/07/23
		516319	R&M Vehicles & Equipment			
29825	VT GAS SYSTEMS	02/16/23 02/16/23 - 03/20/23	255-5-55-30-621.000	3605.63	45544	04/07/23
		23157	Natural Gas/Heating			
05020	ESSEX JCT CITY OF	03/08/23 WWTF Multi water/sewer Ac	256-5-56-40-410.000	119.95	45459	04/07/23
		030823DA	Water and Sewer Charges			
20470	GLOBAL MONTELLO GROUP	03/31/23 Vehic Fuel	256-5-56-40-626.000	306.68	45471	04/07/23
		298756	Gasoline			
24785	GRAINGER	04/22/23 River St Maple St	256-5-56-40-431.000	1097.67	45474	04/07/23
		9650258156	R&M Buildings & Grounds			
10110	MCGOVERN MECHANICAL CORP	04/02/23 Water Meter Replacements	256-5-56-70-750.001	680.00	45492	04/07/23
		1900	Meter Replacement Program			
38760	TI-SALES INC	04/04/23 Upgrade of Belt Clip Seri	256-5-56-70-750.001	280.00	45528	04/07/23
		INV0155728	Meter Replacement Program			
29825	VT GAS SYSTEMS	02/16/23 02/16/23 - 03/20/23	256-5-56-40-434.001	47.72	45544	04/07/23
		23157	Susie Wilson PS Costs			
29825	VT GAS SYSTEMS	02/16/23 02/16/23 - 03/20/23	256-5-56-40-434.002	48.73	45544	04/07/23
		23157	West Street PS Costs			
29825	VT GAS SYSTEMS	02/16/23 02/16/23 - 03/20/23	256-5-56-40-621.000	205.83	45544	04/07/23
		23157	Natural Gas/Heating			



Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
VI633	03/30/23	WILMINGTON TRUST RF1-157 May prin int RF1157033023	256-2-00-00-250.002 RF1-157	52923.27	45550	04/07/23
VI633	03/30/23	WILMINGTON TRUST RF1-157 May prin int RF1157033023	256-5-56-70-955.002 RF1-157 PS upgrade	14196.23	45550	04/07/23
06675	03/31/23	NATIONAL BUSINESS TECHNOL Copier usages 2/18-3/17/2 IN540212	258-5-33-13-442.000 Rental Vehicles/Equip	56.87	45497	04/07/23
43325	03/29/23	PROFESSIONAL FOODS PROGRA Sr. Center Lunchoen 6220409	258-5-33-13-330.000 Professional Services	97.00	45507	04/07/23
37985	03/23/23	A T & T MOBILITY TOWN CELL SERVICE 869X04012023	259-5-30-14-330.000 Professional Services	43.24	45426	04/07/23
19815	04/01/23	AMAZON CAPITAL SERVICES RK Behavior Support 14KRVHTTH3C	259-5-30-15-610.000 General Supplies	5.44	45428	04/07/23
19815	03/30/23	AMAZON CAPITAL SERVICES Preschool Supplies 194TDF37RDL	259-5-30-16-610.000 General Supplies	148.71	45430	04/07/23
19815	03/28/23	AMAZON CAPITAL SERVICES RK Fleming Supplies 1LDCP6NF1QLP	259-5-30-15-610.000 General Supplies	44.97	45430	04/07/23
19815	04/02/23	AMAZON CAPITAL SERVICES RK Hiring 1Q3K3VMHLMQ1	259-5-30-15-610.000 General Supplies	19.94	45430	04/07/23
19815	03/28/23	AMAZON CAPITAL SERVICES RK MSP EES Supplies 1TP1YXN3YK9R	259-5-30-15-610.000 General Supplies	57.07	45432	04/07/23
19815	03/31/23	AMAZON CAPITAL SERVICES Preschool Supplies 1VQXXYXC9CL3	259-5-30-16-610.000 General Supplies	28.76	45432	04/07/23
19815	04/02/23	AMAZON CAPITAL SERVICES RK S/H Supplies 1YDNG93TLHKH	259-5-30-15-610.000 General Supplies	23.88	45432	04/07/23
41280	03/21/23	BOUCHARD-PIERCE MSP Electric Range 8602066	259-5-30-15-610.000 General Supplies	859.00	45436	04/07/23
27810	04/29/23	DOCNETWORK INC RK/Camp DocNetwork App 2313590	259-5-30-15-330.000 Professional Services	3510.00	45454	04/07/23
25590	03/24/23	FUN EXPRESS LLC Egg Hunt Supplies 72363997701	259-5-30-14-610.000 General Supplies	390.43	45468	04/07/23
20470	03/31/23	GLOBAL MONTELLO GROUP Vehic Fuel 298756	259-5-30-15-626.000 Gasoline	219.00	45471	04/07/23
19470	04/03/23	HAMPTON INN DULLES CASCAD DC Trip Final Pymt 040323D	259-5-30-14-330.000 Professional Services	14138.28	45476	04/07/23
28895	04/04/23	KINDERMUSIK WITH RACHEL L EJRP Kindermusik March 1013	259-5-30-14-330.000 Professional Services	1012.00	45485	04/07/23
06675	03/31/23	NATIONAL BUSINESS TECHNOL Copier usages 2/18-3/17/2 IN540212	259-5-30-10-442.000 Rental Vehicles/Equip	212.06	45497	04/07/23
06675	03/31/23	NATIONAL BUSINESS TECHNOL Copier usages 2/18-3/17/2 IN540212	259-5-30-10-442.000 Rental Vehicles/Equip	26.42	45497	04/07/23
17565	04/04/23	PARVANOV DRAGOMIR EJRP Soccer 3/11-4/1 040423D	259-5-30-14-330.000 Professional Services	2552.00	45503	04/07/23
29425	01/02/23	PERFORMANCE FOOD SERVICE RK Fleming Snack 784505	259-5-30-15-610.000 General Supplies	154.64	45504	04/07/23
29425	03/22/23	PERFORMANCE FOOD SERVICE RK MSP EES Snack 827553	259-5-30-15-610.000 General Supplies	121.41	45504	04/07/23
29425	03/22/23	PERFORMANCE FOOD SERVICE RK Snack 828039	259-5-30-15-610.000 General Supplies	112.48	45504	04/07/23
29425	03/22/23	PERFORMANCE FOOD SERVICE RK EES Snack 828157	259-5-30-15-610.000 General Supplies	157.79	45504	04/07/23



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Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
29425	PERFORMANCE FOOD SERVICE	03/28/23	RK FMS Snack 830414	259-5-30-15-610.000 General Supplies	118.62	45504	04/07/23
29425	PERFORMANCE FOOD SERVICE	03/30/23	RK EES Snack 832542	259-5-30-15-610.000 General Supplies	175.65	45504	04/07/23
29425	PERFORMANCE FOOD SERVICE	04/03/23	RK FMS Snack 833683	259-5-30-15-610.000 General Supplies	203.09	45504	04/07/23
29425	PERFORMANCE FOOD SERVICE	04/03/23	RK Summit Snack 833685	259-5-30-15-610.000 General Supplies	187.33	45504	04/07/23
29425	PERFORMANCE FOOD SERVICE	04/03/23	RK Hiawatha Snack 833987	259-5-30-15-610.000 General Supplies	98.02	45504	04/07/23
29425	PERFORMANCE FOOD SERVICE	04/03/23	RK S/H K Snack 834080	259-5-30-15-610.000 General Supplies	101.96	45504	04/07/23
00275	SB SIGNS INC	05/16/22	Memorial Day Parade Banne 26245 31	259-5-30-14-850.150 Memorial Day Parade	75.00	45514	04/07/23
10435	SCREENMYLOGO.COM	04/03/23	RK Staff Shirts 19939	259-5-30-15-610.000 General Supplies	791.10	45515	04/07/23
45825	SPARE TIME	03/24/20	RK Fleming Field Trip 3/2 31138380	259-5-30-15-580.000 Travel	374.00	45522	04/07/23
23495	STUDENT TRANSPORTATION OF	03/29/23	RK Field Trip 3/24 Bus 70200649	259-5-30-15-580.000 Travel	263.50	45525	04/07/23
23495	STUDENT TRANSPORTATION OF	03/29/23	VC Field Trip 3/24 70200650	259-5-30-15-580.000 Travel	527.00	45525	04/07/23
36130	VERIZON WIRELESS VSAT	03/18/23	TOWN CELL PHONES 9930382902	259-5-30-16-610.000 General Supplies	12.92	45535	04/07/23
25315	VESPA'S PIZZA PASTA & DEL	03/03/23	RK Staff Training 030323DA	259-5-30-15-610.000 General Supplies	144.49	45537	04/07/23
31370	VT TENT CO INC	04/03/23	Memorial Day Parade Tent 912065	259-5-30-14-850.150 Memorial Day Parade	229.30	45548	04/07/23
Report Total					186200.61		

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For Check Acct 01 (GENERAL FUND) All check #s 04/14/23 To 04/14/23 &amp; Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
05290	ADVANCE AUTO PARTS	01/25/23	Wrench 552302539977	210-5-30-12-610.000 General Supplies	7.35	45553	04/14/23
19815	AMAZON CAPITAL SERVICES	04/06/23	Supplies 1DYQ6VK76WYP	210-5-35-10-610.000 General Supplies	478.98	45556	04/14/23
19815	AMAZON CAPITAL SERVICES	03/29/23	General Supplies 1KGXFYWN6W3M	210-5-35-10-610.000 General Supplies	35.98	45556	04/14/23
19815	AMAZON CAPITAL SERVICES	11/19/22	Train Hop Supplies 1P6D73C1MPLX	210-5-17-10-850.000 Community Events and Cele	202.76	45556	04/14/23
19815	AMAZON CAPITAL SERVICES	04/08/23	Refunded on credit memo 1 1QCWKNP99QWR	210-5-90-00-640.201 Adult Collection replacem	13.89	45556	04/14/23
19815	AMAZON CAPITAL SERVICES	04/08/23	Refunded on credit memo 1 1QCWKNP99QWR	210-5-35-10-640.201 Adult Collection	39.95	45556	04/14/23
19815	AMAZON CAPITAL SERVICES	04/08/23	CREDIT: AdColl AdRepl 1T1PGHQX11DH	210-5-90-00-640.201 Adult Collection replacem	-13.89	45556	04/14/23
19815	AMAZON CAPITAL SERVICES	04/08/23	CREDIT: AdColl AdRepl 1T1PGHQX11DH	210-5-35-10-640.201 Adult Collection	-39.95	45556	04/14/23
00530	BRODART CO	03/31/23	Adult Collection, Supplie B6583859	210-5-35-10-640.201 Adult Collection	15.65	45560	04/14/23
00530	BRODART CO	03/31/23	Adult Collection, Supplie B6583859	210-5-35-10-610.000 General Supplies	0.80	45560	04/14/23
00530	BRODART CO	03/31/23	Adult Collection, Supplie B6583861	210-5-35-10-640.201 Adult Collection	16.20	45560	04/14/23
00530	BRODART CO	03/31/23	Adult Collection, Supplie B6583861	210-5-35-10-610.000 General Supplies	0.80	45560	04/14/23
00530	BRODART CO	03/31/23	J Collection, Supplies B6583889	210-5-35-10-640.202 Juvenile Collection	5.99	45560	04/14/23
00530	BRODART CO	03/31/23	J Collection, Supplies B6583889	210-5-35-10-610.000 General Supplies	0.80	45560	04/14/23
00530	BRODART CO	03/31/23	J Collection, Supplies B6583890	210-5-35-10-640.202 Juvenile Collection	10.25	45560	04/14/23
00530	BRODART CO	03/31/23	J Collection, Supplies B6583890	210-5-35-10-610.000 General Supplies	0.80	45560	04/14/23
00530	BRODART CO	03/31/23	Adult Collection, Supplie B6583891	210-5-35-10-640.201 Adult Collection	179.48	45560	04/14/23
00530	BRODART CO	03/31/23	Adult Collection, Supplie B6583891	210-5-35-10-610.000 General Supplies	7.20	45560	04/14/23
00530	BRODART CO	03/31/23	ADLT Replc, Supplies B6583893	210-5-90-00-640.201 Adult Collection replacem	28.48	45560	04/14/23
00530	BRODART CO	03/31/23	ADLT Replc, Supplies B6583893	210-5-35-10-610.000 General Supplies	0.80	45560	04/14/23
00530	BRODART CO	03/31/23	Adult Collection, Supplie B6583900	210-5-35-10-640.201 Adult Collection	126.99	45560	04/14/23
00530	BRODART CO	03/31/23	Adult Collection, Supplie B6583900	210-5-35-10-610.000 General Supplies	6.40	45560	04/14/23
00530	BRODART CO	03/31/23	J Collection, Supplies B6583921	210-5-35-10-640.202 Juvenile Collection	16.20	45560	04/14/23
00530	BRODART CO	03/31/23	J Collection, Supplies B6583921	210-5-35-10-610.000 General Supplies	0.80	45560	04/14/23
00530	BRODART CO	04/07/23	Adult Collection, Supplie B6587479	210-5-35-10-640.201 Adult Collection	578.72	45560	04/14/23



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For Check Acct 01 (GENERAL FUND) All check #s 04/14/23 To 04/14/23 &amp; Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
00530	BRODART CO	04/07/23	Adult Collection, Supplie B6587479	210-5-35-10-610.000 General Supplies	26.40	45560	04/14/23
00530	BRODART CO	04/07/23	Adlt Replc, Supplies B6587522	210-5-90-00-640.201 Adult Collection replacem	97.86	45560	04/14/23
00530	BRODART CO	04/07/23	Adlt Replc, Supplies B6587522	210-5-35-10-610.000 General Supplies	3.20	45560	04/14/23
00530	BRODART CO	04/07/23	Adlt Replc, Supplies B6587524	210-5-90-00-640.201 Adult Collection replacem	16.17	45560	04/14/23
00530	BRODART CO	04/07/23	Adlt Replc, Supplies B6587524	210-5-35-10-610.000 General Supplies	0.80	45560	04/14/23
00530	BRODART CO	04/07/23	Adult Collection, Supplie B6587557	210-5-35-10-640.201 Adult Collection	15.12	45560	04/14/23
00530	BRODART CO	04/07/23	Adult Collection, Supplie B6587557	210-5-35-10-610.000 General Supplies	0.80	45560	04/14/23
30360	BURLINGTON TELECOM	04/01/23	040123 BT 040123 BT	210-5-41-21-530.000 Communications	333.58	45561	04/14/23
V0461	CENTRAL BEVERAGE	03/02/23	Adult Collection 107	210-5-35-10-640.201 Adult Collection	275.00	45564	04/14/23
25120	CLICKTIME.COM	04/06/23	EJRP Timesheets March 398564	210-5-30-10-330.000 Professional Services	777.00	45567	04/14/23
04940	COMCAST	03/23/23	MSP Internet 0176315 0323	210-5-41-26-530.000 Communications	404.14	45569	04/14/23
04940	COMCAST	03/27/23	Internet EJFD 0179210 0323	210-5-25-10-530.000 Communications	172.90	45570	04/14/23
04940	COMCAST	03/23/23	Park Street Internet 0210908 0323	210-5-41-23-530.000 Communications	250.53	45571	04/14/23
17025	COONRADT AMY	04/05/23	040323 CC Rec Sec 0127	210-5-10-10-530.000 Communications	77.59	45574	04/14/23
38280	CRYSTAL ROCK BOTTLED WATE	03/28/23	Bottled Water 177222770323	210-5-41-20-610.000 General Supplies	40.97	45576	04/14/23
31275	DON WESTON EXCAVATING INC	01/16/23	5 Corner block snow remov 10739	210-5-40-12-422.000 Snow Removal	3475.00	45580	04/14/23
31275	DON WESTON EXCAVATING INC	04/07/23	Cascade Street Shape Fill 10758	210-5-40-12-575.000 Storm Sewer Maintenance	650.00	45580	04/14/23
31275	DON WESTON EXCAVATING INC	04/07/23	5 Corner snow removal 10759	210-5-40-12-422.000 Snow Removal	7965.00	45580	04/14/23
05020	ESSEX JCT CITY OF	03/08/23	Brownell Water/WW 203070461	210-5-41-21-410.000 Water and Sewer Charges	162.52	45581	04/14/23
23000	F W WHITCOMB	04/11/23	Gravel 00013453	210-5-40-12-605.000 Summer Construction Suppl	172.16	45583	04/14/23
19005	FIRSTLIGHT FIBER	04/01/23	Internet/Phone 13932650	210-5-41-20-530.000 Communications	554.04	45587	04/14/23
19005	FIRSTLIGHT FIBER	04/01/23	Communications 13932708	210-5-40-12-530.000 Communications	163.08	45587	04/14/23
19005	FIRSTLIGHT FIBER	04/01/23	Telephone 13932710	210-5-41-20-530.000 Communications	257.75	45587	04/14/23
19005	FIRSTLIGHT FIBER	04/01/23	EJRP MSP Internet 13933207	210-5-41-26-530.000 Communications	360.00	45587	04/14/23
34895	GAUTHIER TRUCKING, INC.	04/01/23	Garbage Removal 1706649	210-5-41-20-400.000 Contracted Services	289.95	45590	04/14/23



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For Check Acct 01 (GENERAL FUND) All check #s 04/14/23 To 04/14/23 &amp; Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
34895	GAUTHIER TRUCKING, INC.	04/01/23 Trash Removal MSP 1707480	210-5-41-26-400.000 Contracted Services	400.13	45590	04/14/23
04035	GOT THAT RENTAL & SALES I	04/10/23 Garden/Maint Stakes 110760	210-5-30-12-610.000 General Supplies	28.50	45592	04/14/23
21240	HICKOK & BOARDMAN HRI	03/31/23 FY23 Q3 City 27268	210-5-10-10-210.000 Group Insurance	223.48	45601	04/14/23
21240	HICKOK & BOARDMAN HRI	03/31/23 FY23 Q3 City 27268	210-5-13-10-210.000 Group Insurance	111.74	45601	04/14/23
21240	HICKOK & BOARDMAN HRI	03/31/23 FY23 Q3 City 27268	210-5-40-12-210.000 Group Insurance	152.52	45601	04/14/23
21240	HICKOK & BOARDMAN HRI	03/31/23 FY23 Q3 City 27268	210-5-40-13-210.000 Group Insurance	11.17	45601	04/14/23
21240	HICKOK & BOARDMAN HRI	03/31/23 FY23 Q3 City 27268	210-5-35-10-210.000 Group Insurance	335.22	45601	04/14/23
21240	HICKOK & BOARDMAN HRI	03/31/23 FY23 Q3 City 27268	210-5-16-10-210.000 Group Insurance	55.87	45601	04/14/23
21240	HICKOK & BOARDMAN HRI	03/31/23 FY23 Q3 City 27268	210-5-30-10-210.000 Group Insurance	279.35	45601	04/14/23
21240	HICKOK & BOARDMAN HRI	03/31/23 FY23 Q3 City 27268	210-5-30-12-210.000 Group Insurance	111.74	45601	04/14/23
33495	INGRAM LIBRARY SERVICES I	03/31/23 A Collection, Supplies, P 75281881	210-5-35-10-640.201 Adult Collection	9.14	45604	04/14/23
33495	INGRAM LIBRARY SERVICES I	03/31/23 A Collection, Supplies, P 75281881	210-5-35-10-610.000 General Supplies	0.58	45604	04/14/23
33495	INGRAM LIBRARY SERVICES I	03/31/23 A Collection, Supplies, P 75281881	210-5-35-10-560.000 Postage	0.71	45604	04/14/23
33495	INGRAM LIBRARY SERVICES I	03/31/23 A Collection, Supplies, P 75281882	210-5-35-10-640.201 Adult Collection	12.80	45604	04/14/23
33495	INGRAM LIBRARY SERVICES I	03/31/23 A Collection, Supplies, P 75281882	210-5-35-10-610.000 General Supplies	0.58	45604	04/14/23
33495	INGRAM LIBRARY SERVICES I	03/31/23 A Collection, Supplies, P 75281882	210-5-35-10-560.000 Postage	1.79	45604	04/14/23
11710	INVEST EAP	04/03/23 EAP 040323D	210-5-25-10-290.000 Other Employee Benefits	216.00	45605	04/14/23
V10407	KIMBALL MIDWEST	04/05/23 DISC 100923596	210-5-40-12-610.000 General Supplies	114.50	45607	04/14/23
21865	LAFAYETTE HIGHWAY SPECIAL	03/30/23 Retainer Plate 001568	210-5-40-12-451.000 Summer Construction Servi	55.00	45608	04/14/23
13000	MARSHALL TIRE GROUP INC	04/06/23 ROAD SERVICE, LOADER 70324	210-5-40-12-430.000 R&M Vehicles & Equipment	135.00	45610	04/14/23
44275	MVP SELECT CARE INC.	03/06/23 RO Month 2 202302A	210-5-10-10-210.000 Group Insurance	5.00	45615	04/14/23
44275	MVP SELECT CARE INC.	03/06/23 RO Month 2 202302A	210-5-13-10-210.000 Group Insurance	1.25	45615	04/14/23
44275	MVP SELECT CARE INC.	03/06/23 RO Month 2 202302A	210-5-40-12-210.000 Group Insurance	3.41	45615	04/14/23
44275	MVP SELECT CARE INC.	03/06/23 RO Month 2 202302A	210-5-40-13-210.000 Group Insurance	0.25	45615	04/14/23
44275	MVP SELECT CARE INC.	03/06/23 RO Month 2 202302A	210-5-35-10-210.000 Group Insurance	7.50	45615	04/14/23



Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
44275	MVP SELECT CARE INC.	03/06/23 RO Month 2 202302A	210-5-16-10-210.000 Group Insurance	2.50	45615	04/14/23
44275	MVP SELECT CARE INC.	03/06/23 RO Month 2 202302A	210-5-30-10-210.000 Group Insurance	6.25	45615	04/14/23
44275	MVP SELECT CARE INC.	03/06/23 RO Month 2 202302A	210-5-30-12-210.000 Group Insurance	2.50	45615	04/14/23
44275	MVP SELECT CARE INC.	04/05/23 RO Month 3 202303	210-5-10-10-210.000 Group Insurance	5.00	45615	04/14/23
44275	MVP SELECT CARE INC.	04/05/23 RO Month 3 202303	210-5-13-10-210.000 Group Insurance	1.25	45615	04/14/23
44275	MVP SELECT CARE INC.	04/05/23 RO Month 3 202303	210-5-40-12-210.000 Group Insurance	3.41	45615	04/14/23
44275	MVP SELECT CARE INC.	04/05/23 RO Month 3 202303	210-5-40-13-210.000 Group Insurance	0.25	45615	04/14/23
44275	MVP SELECT CARE INC.	04/05/23 RO Month 3 202303	210-5-35-10-210.000 Group Insurance	7.50	45615	04/14/23
44275	MVP SELECT CARE INC.	04/05/23 RO Month 3 202303	210-5-16-10-210.000 Group Insurance	2.50	45615	04/14/23
44275	MVP SELECT CARE INC.	04/05/23 RO Month 3 202303	210-5-30-10-210.000 Group Insurance	6.25	45615	04/14/23
44275	MVP SELECT CARE INC.	04/05/23 RO Month 3 202303	210-5-30-12-210.000 Group Insurance	2.50	45615	04/14/23
V10729	OVERDRIVE INC	03/31/23 Adult Collection 23105601	210-5-35-10-640.201 Adult Collection	5.98	45618	04/14/23
V10729	OVERDRIVE INC	04/07/23 J Collection 23113268	210-5-35-10-640.202 Juvenile Collection	576.40	45618	04/14/23
23420	P & P SEPTIC SERVICE INC.	04/10/23 Cascade Park Portolet T596029	210-5-30-12-610.000 General Supplies	120.00	45619	04/14/23
23420	P & P SEPTIC SERVICE INC.	04/10/23 MSP Portolets T596030	210-5-30-12-330.000 Professional Services	330.00	45619	04/14/23
V10554	PHOENIX BOOKS BURLINGTON	03/28/23 Donation Exp: Foundation 760485	210-5-90-00-991.000 Library Donation Expense	88.71	45622	04/14/23
V10554	PHOENIX BOOKS BURLINGTON	03/28/23 J Collection 760488	210-5-35-10-640.202 Juvenile Collection	30.38	45622	04/14/23
V10554	PHOENIX BOOKS BURLINGTON	04/05/23 Donation Exp: Foundation 768031	210-5-90-00-991.000 Library Donation Expense	31.18	45624	04/14/23
V10641	PPG ARCHITECTURAL COATING	04/06/23 IND ALK GLS DTB NTB 823203079937	210-5-40-12-610.000 General Supplies	276.96	45625	04/14/23
24410	PRIORITY EXPRESS INC	03/31/23 PostageDelivery: 9 stops 80272313	210-5-35-10-560.000 Postage	202.77	45626	04/14/23
05380	PURCHASE POWER	04/05/20 Postage 406104072023	210-5-10-10-560.000 Postage	201.00	45628	04/14/23
37430	R R CHARLEBOIS INC	04/10/23 TRK#16 RC81331	210-5-40-12-430.000 R&M Vehicles & Equipment	176.18	45629	04/14/23
V10040	SMALL DOG ELECTRONICS	03/21/23 Mac Mini Computer SB1464784	210-5-25-10-750.000 Machinery & Equipment	1859.98	45638	04/14/23
V10040	SMALL DOG ELECTRONICS	03/24/23 External Drive SB1465529	210-5-25-10-750.000 Machinery & Equipment	459.99	45638	04/14/23
14800	TECH GROUP INC	04/01/23 Anti-Virus Contract 102113	210-5-25-10-570.000 Other Purchased Services	40.00	45641	04/14/23



Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
21000	02/01/23	Mat service - pls see cre 1080128609	210-5-41-21-400.000 Contracted Services	63.47	45643	04/14/23
21000	02/15/23	Mat service, pls see cred 1080131093	210-5-41-21-400.000 Contracted Services	76.24	45643	04/14/23
21000	03/01/23	Mat service (see credit m 1080133558	210-5-41-21-400.000 Contracted Services	76.24	45643	04/14/23
21000	03/30/23	CREDIT: tax on 6 invoice 1080133558A	210-5-41-21-400.000 Contracted Services	-26.11	45643	04/14/23
21000	03/15/23	Mat service - see credit 1080136032	210-5-41-21-400.000 Contracted Services	76.24	45643	04/14/23
21000	03/29/23	Mat service - see credit 1080138610	210-5-41-21-400.000 Contracted Services	76.24	45643	04/14/23
21000	03/16/23	Credit: 1080128609, 10801 1952887	210-5-41-21-400.000 Contracted Services	-139.71	45643	04/14/23
36130	03/18/23	Village Verizon cell 02/0 9930386759	210-5-25-10-530.000 Communications	280.07	45646	04/14/23
36130	03/18/23	Village Verizon cell 02/0 9930386759	210-5-40-12-530.000 Communications	67.15	45646	04/14/23
25315	04/07/23	City Friday Pizza 040723D	210-5-30-10-610.000 General Supplies	113.00	45648	04/14/23
22070	03/31/23	Annual Report 9117	210-5-10-10-530.000 Communications	1456.00	45650	04/14/23
22615	03/31/23	Electrical work 1207	210-5-41-21-431.000 R&M Buildings & Grounds	806.00	45651	04/14/23
07565	03/27/23	Brownell Trash Liners 237330030	210-5-41-21-431.000 R&M Buildings & Grounds	101.98	45654	04/14/23
07565	03/31/23	EJRP Office Supplies 237458081	210-5-30-10-610.000 General Supplies	234.89	45654	04/14/23
17425	04/14/23	Payroll Transfer PR-04/14/23	210-2-00-00-210.004 Retirement Payable	50.00	4142301	04/14/23
V1160	04/14/23	Payroll Transfer PR-04/14/23	210-2-00-00-210.004 Retirement Payable	2381.02	4142302	04/14/23
V1161	04/14/23	Payroll Transfer PR-04/14/23	210-2-00-00-210.004 Retirement Payable	5511.57	4142303	04/14/23
31275	12/21/22	water break south summit 10724	254-5-54-20-430.000 R&M Vehicles & Equipment	4645.00	45580	04/14/23
21240	03/31/23	FY23 Q3 City 27268	254-5-54-20-210.000 Group Insurance	149.17	45601	04/14/23
10110	04/07/23	Water Meter Replacements 1904	254-5-54-70-750.001 Meter Replacement Program	170.00	45611	04/14/23
44275	03/06/23	RO Month 2 202302A	254-5-54-20-210.000 Group Insurance	3.34	45615	04/14/23
44275	04/05/23	RO Month 3 202303	254-5-54-20-210.000 Group Insurance	3.34	45615	04/14/23
V9533	03/27/23	RECYCLED COLORED KNITS-ra IN03240848	255-5-55-30-610.000 General Supplies	100.73	45563	04/14/23
04940	03/23/23	Internet comm WWTP 0316028 0323	255-5-55-30-530.000 Communications	258.34	45572	04/14/23
04640	03/20/23	30'SelfRtrctLifeline-saft VTBUR318339	255-5-55-30-570.000 Other Purchased Services	600.80	45584	04/14/23



Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
04640	FASTENAL INDUSTRIAL & CON	03/20/23	Saftey Fall Protection	255-5-55-30-570.000	81.21	45584 04/14/23
		VTBUR318342	Other Purchased Services			
19005	FIRSTLIGHT FIBER	04/01/23	communications / Telephon	255-5-55-30-530.000	542.70	45587 04/14/23
		13932649	Communications			
24785	GRAINGER	04/07/23	WATER PRESSURE REDUCING V	255-5-55-30-570.000	567.49	45594 04/14/23
		9667671920	Other Purchased Services			
21240	HICKOK & BOARDMAN HRI	03/31/23	FY23 Q3 City	255-5-55-30-210.000	269.85	45601 04/14/23
		27268	Group Insurance			
44275	MVP SELECT CARE INC.	03/06/23	RO Month 2	255-5-55-30-210.000	7.29	45615 04/14/23
		202302A	Group Insurance			
44275	MVP SELECT CARE INC.	04/05/23	RO Month 3	255-5-55-30-210.000	7.29	45615 04/14/23
		202303	Group Insurance			
36130	VERIZON WIRELESS VSAT	03/18/23	Village Verizon cell 02/0	255-5-55-30-530.000	276.14	45646 04/14/23
		9930386759	Communications			
21240	HICKOK & BOARDMAN HRI	03/31/23	FY23 Q3 City	256-5-56-40-210.000	143.58	45601 04/14/23
		27268	Group Insurance			
10110	MCGOVERN MECHANICAL CORP	04/07/23	Water Meter Replacements	256-5-56-70-750.001	340.00	45611 04/14/23
		1904	Meter Replacement Program			
44275	MVP SELECT CARE INC.	03/06/23	RO Month 2	256-5-56-40-210.000	4.46	45615 04/14/23
		202302A	Group Insurance			
44275	MVP SELECT CARE INC.	04/05/23	RO Month 3	256-5-56-40-210.000	4.46	45615 04/14/23
		202303	Group Insurance			
36130	VERIZON WIRELESS VSAT	03/23/23	pump station communicatio	256-5-56-40-434.001	78.03	45647 04/14/23
		9930909231	Susie Wilson PS Costs			
36130	VERIZON WIRELESS VSAT	03/23/23	pump station communicatio	256-5-56-40-434.002	78.03	45647 04/14/23
		9930909231	West Street PS Costs			
36130	VERIZON WIRELESS VSAT	03/23/23	pump station communicatio	256-5-56-40-431.000	302.94	45647 04/14/23
		9930909231	R&M Buildings & Grounds			
40565	BARTLETT DEANNA	03/30/23	Yoga/Strength	258-5-33-13-830.000	360.00	45559 04/14/23
		041123D	Regular Programs			
21570	PETTY CASH - NICOLE MONE	03/15/23	Petty Cash	258-5-33-13-830.000	17.96	45621 04/14/23
		031523	Regular Programs			
07565	W B MASON CO INC	03/31/23	March office supplies	258-5-33-13-610.000	353.32	45655 04/14/23
		C23670588323	General Supplies			
37985	A T & T MOBILITY	03/27/23	EJRP Cell Phones	259-5-30-15-530.000	751.37	45552 04/14/23
		8730181 0323	Communications			
05290	ADVANCE AUTO PARTS	01/09/23	Repair Parts busses.	259-5-30-15-610.000	42.23	45553 04/14/23
		552300921713	General Supplies			
19815	AMAZON CAPITAL SERVICES	04/05/23	RK FMS Supplies	259-5-30-15-610.000	104.49	45556 04/14/23
		17L4KGCWFR91	General Supplies			
19815	AMAZON CAPITAL SERVICES	04/04/23	RK Hiawatha Supplies	259-5-30-15-610.000	24.97	45556 04/14/23
		17LCJQJX7XKQ	General Supplies			
19815	AMAZON CAPITAL SERVICES	04/05/23	RK MSP S/H Supplies	259-5-30-15-610.000	165.62	45556 04/14/23
		19G1JDG9CV96	General Supplies			
19815	AMAZON CAPITAL SERVICES	11/19/22	RK Westford Supplies	259-5-30-15-610.000	7.99	45556 04/14/23
		1L9VWVLMXC9	General Supplies			
19815	AMAZON CAPITAL SERVICES	11/17/22	VC ADL Supplies	259-5-30-15-610.000	279.00	45556 04/14/23
		1LDHRM41193W	General Supplies			
19815	AMAZON CAPITAL SERVICES	11/19/22	VC ADL Supplies	259-5-30-15-610.000	476.58	45556 04/14/23
		1MCJLXT9HXH1	General Supplies			



04/17/23

## Town of Essex Accounts Payable

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04:43 pm

Check Warrant Report # 17350 Current Prior Next FY Invoices For Fund (GENERAL FUND)

CDelibac

For Check Acct 01 (GENERAL FUND) All check #s 04/14/23 To 04/14/23 &amp; Fund 2

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
19815	AMAZON CAPITAL SERVICES	11/14/22	RK Hiawatha Supplies 1MLVGK9P39RD	259-5-30-15-610.000 General Supplies	171.97	45556	04/14/23
27810	DOCNETWORK INC	05/06/23	Camp Docs Integration Fee 2313712	259-5-30-15-330.000 Professional Services	81.25	45579	04/14/23
00820	GLOBAL EQUIPMENT COMPANY	03/27/23	Dog Park Bags 120288830	259-5-30-12-610.000 General Supplies	101.55	45591	04/14/23
04035	GOT THAT RENTAL & SALES I	04/10/23	Garden/Maint Stakes 110760	259-5-30-14-610.000 General Supplies	28.50	45592	04/14/23
21240	HICKOK & BOARDMAN HRI	03/31/23	FY23 Q3 City 27268	259-5-30-15-210.000 Group Insurance	502.83	45601	04/14/23
21240	HICKOK & BOARDMAN HRI	03/31/23	FY23 Q3 City 27268	259-5-30-16-210.000 Group Insurance	223.48	45601	04/14/23
44275	MVP SELECT CARE INC.	03/06/23	RO Month 2 202302A	259-5-30-15-210.000 Group Insurance	12.50	45615	04/14/23
44275	MVP SELECT CARE INC.	03/06/23	RO Month 2 202302A	259-5-30-16-210.000 Group Insurance	5.00	45615	04/14/23
44275	MVP SELECT CARE INC.	04/05/23	RO Month 3 202303	259-5-30-15-210.000 Group Insurance	12.50	45615	04/14/23
44275	MVP SELECT CARE INC.	04/05/23	RO Month 3 202303	259-5-30-16-210.000 Group Insurance	5.00	45615	04/14/23
29425	PERFORMANCE FOOD SERVICE	04/05/23	RK Fleming Snack 835070	259-5-30-15-610.000 General Supplies	45.60	45620	04/14/23
29425	PERFORMANCE FOOD SERVICE	04/06/23	RK Westford Snack 835871	259-5-30-15-610.000 General Supplies	133.18	45620	04/14/23
29425	PERFORMANCE FOOD SERVICE	04/06/23	RK EES Snack 836204	259-5-30-15-610.000 General Supplies	193.32	45620	04/14/23
29425	PERFORMANCE FOOD SERVICE	04/10/23	RK Hiawatha Snack 837361	259-5-30-15-610.000 General Supplies	154.47	45620	04/14/23
29425	PERFORMANCE FOOD SERVICE	04/10/23	RK Summit Snack 837461	259-5-30-15-610.000 General Supplies	170.87	45620	04/14/23
29425	PERFORMANCE FOOD SERVICE	04/10/23	RK FMS Snack 837570	259-5-30-15-610.000 General Supplies	268.56	45620	04/14/23
29425	PERFORMANCE FOOD SERVICE	04/10/23	RK Snack 837576	259-5-30-15-610.000 General Supplies	49.15	45620	04/14/23
20620	RASCO LAURA	04/06/23	Playgroup March 040623D	259-5-30-14-330.000 Professional Services	210.00	45631	04/14/23
36130	VERIZON WIRELESS VSAT	03/18/23	Village Verizon cell 02/0 9930386759	259-5-30-16-610.000 General Supplies	110.22	45646	04/14/23



04/17/23

Town of Essex Accounts Payable

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04:43 pm

Check Warrant Report # 17350 Current Prior Next FY Invoices For Fund (GENERAL FUND)

CDelibac

For Check Acct 01 (GENERAL FUND) All check #s 04/14/23 To 04/14/23 & Fund 2

Vendor	Invoice	Invoice Description		Amount	Check	Check
	Date	Invoice Number	Account	Paid	Number	Date
-----				-----		
		Report Total		49877.62		
				=====		

To the Treasurer of Town of Essex, We Hereby certify  
that there is due to the several persons whose names are  
listed hereon the sum against each name and that there  
are good and sufficient vouchers supporting the payments  
aggregating \$ \*\*\*\*49,877.62  
Let this be your order for the payments of these amounts.

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**CITY OF ESSEX JUNCTION  
CITY COUNCIL  
SPECIAL MEETING  
MINUTES OF MEETING  
April 3, 2023**

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

**ADMINISTRATION:** Regina Mahony, City Manager; Jessica Morris, Finance Director.

**OTHERS PRESENT:** Danielle Brown, Charles Buccchioni, Marcus Certa, Brian Curtis, Tamara Jaques, Brett Johnson, Christopher Kline, RSM, James Pfeiffer, Shaun Robinson, Ken Signorello, Harlan Smith, Jack Smith, Edward Snowden, Tracie Spencer, Chris Sterzinar, Jason Struthers, CCTV, Ken's iPhone, Heidi, Iphone, Brent, Ken, Guest, Chris, CCK, AKorb, Chris, g...lol, Erna's iPad, iPhone(2), Tim, AliPhone, Elle, Brandon, Bob, Rick, Upkar, Andrew.

**1. CALL TO ORDER**

Councilor Brown called the meeting to order at 7:00 P.M.

**2. AGENDA ADDITIONS/CHANGES**

None.

**3. APPROVE AGENDA**

No approval needed as no changes were made to the agenda.

**4. PUBLIC TO BE HEARD**

a. Comments from public on items not on the agenda

None.

**5. PUBLIC HEARING**

a. Public Hearing on the IT RFP Bid Protest

Councilor Brown began by noting that the Appellant is Simpleroute and the Appellee is the City of Essex Junction staff, and by swearing in the witnesses that would be giving testimony during this public hearing.

Brett Johnson testified on behalf of the Appellant. He noted that Simpleroute is a managed services provider out of Burlington, Vermont. He noted that his firm was only firm to find vulnerabilities in the NEMRC software that is used by both the City and Town, which exposed bank and social security information for taxpayers and staff. He said that notifying municipalities of this at the company's own expense is a good demonstration that the company puts the values of its clients first. He said that his company is the most qualified for this Request for Proposals (RFP). He noted that the City Manager made comments during his company's walkthrough that were dismissive of the RFP process itself. He also noted that the City Manager arrived late for his company's one-hour interview with the City as part of the RFP process. He noted that while his company is not the cheapest bidder, they typically draft the most comprehensive and strongest proposals, and he was greatly surprised that the most expensive bid was selected as the apparently successful bid for this RFP. With respect to this process, he asked the City Council to consider whether cost considerations were taken into account when selecting the apparently successful bidder. He also asked whether the City's purchasing policy was followed and at least three quotes were obtained from vendors when the City engaged with Open Approach [the apparently successful bidder] on a smaller project with the City's Water Department. He noted that his firm included on-site and off-site support, but that Open Approach's bid included on-site support only for emergency work. He noted that the apparently successful bid included replacement of the majority of core equipment, though several of the City's devices are under active support and warranty and are still



54 viable. He asked whether selecting the bid that is chosen would set a precedent by the City for ignoring  
55 price as a qualifier in the RFP process. He said that his firm proposed an alternative approach to splitting  
56 the Town and City infrastructure, but that it was dismissed even though it could save the municipalities  
57 money. He asked what makes the apparently successful bid stand out as the winning bid.

58  
59 He submitted evidence along with his testimony, including the Purchasing Policy from the Town of  
60 Essex/Village of Essex Junction, the FAQ under the Village Website from August 21, 2021, and a  
61 September 2, 2022 Town of Essex Accounts Payable posting from August 5, 2022.

62  
63 Regina Mahony, City Manager and Appellee, declined to cross-examine the witness.

64  
65 Councilor Tyler asked for clarification on the connection between the conversation about the Town and  
66 Village separating and the current issue around the IT department and this bid. Mr. Johnson said he  
67 brought it up because the separation conversation discussed how the Village could save money by  
68 separating their IT costs from the Town, and that statements made about the IT department's cost to  
69 the Village should be compared to the current costs proposed by the apparently successful bidder's  
70 quote.

71  
72 City Manager Mahony testified on behalf of the Appellee. She spoke to several points in the appeal letter  
73 received from Simplero. She said that with regards to the RFP process being a forgone conclusion,  
74 she assured the Council that the process was fair, sound, a thorough process to secure the best vendor  
75 for the City. She said she has no recollection of making remarks that would compromise the RFP  
76 process. She acknowledged that she was late to the interview with Simplero, but noted that the City  
77 had an 8-person review committee for this RFP and that the process was in good hands while she was  
78 unavailable for the beginning of the interview. She said that this was an involved process, including the  
79 issuing of the RFP in October, 2022 with site visits scheduled in November, and that 5 proposals were  
80 received. She said that interviews were conducted with finalists and that staff sent additional information  
81 to finalists prior to final proposal submission. She noted that the migration approach proposed by  
82 Simplero would not have worked for the City for security reasons, citing stringent federal  
83 cybersecurity requirements in a contract that the Police Department holds with the Federal Bureau of  
84 Investigation (FBI). She outlined the scoring approach and results from the 8-person bid review team,  
85 noting that Open Approach scored the highest for 5 out of the 8 individuals on that team. She said that  
86 staff recommended selecting Open Approach as the finalist and Dominion Technologies as the second  
87 choice for bidders, and that she made the final decision to select Open Approach as the apparently  
88 successful bidder. She said that the contract between the City and Open Approach is currently being  
89 negotiated. She spoke about the scoring criteria used in the RFP process, which included experience,  
90 understanding of services to be provided, personnel expertise, compatibility with end users, project  
91 approach, satisfaction of clients and users, and cost. She said that Open Approach scored highly  
92 because it had a realistic project approach that included conducting a more in-depth, investigative step  
93 of inventorying the current equipment before narrowing in on a more refined cost proposal. As a result  
94 of this, Open Approach's cost proposal in the bid was "worst-case scenario" and would be refined if it  
95 were selected as the bidder and able to conduct that more investigative inventory step. She said that  
96 additionally, the migration approach was in line with the direction provided to vendors prior to final  
97 submittal, the monthly service fees were inclusive of licenses, the addendum was a helpful explanation  
98 of security risk and mitigation, and while the proposal was more costly, the bid review team felt that the  
99 approach best matched current needs. She noted that with regards to Simplero's proposal, their  
100 migration approach would violate the Police Department's service agreement with the FBI, and they  
101 submitted this approach in their final proposal, plus an alternative, even when they were notified that  
102 their initial approach would not meet the City's needs. She noted that while Simplero uncovered  
103 security weaknesses in NEMRC's data, the repeated statement of that by Simplero has the effect of



repeatedly identifying a failure of NEMRC, a company the City works with, and that did not sit well with review committee members. She submitted evidence along with her testimony, including talking points and confidential pages from vendors' bids that she submitted under seal.

Mr. Johnson cross-examined the Appellee. He noted that Open Approach, the awardee, needs to do a review of work to provide a price. He asked why none of those questions were asked up front, prior to the second round of questions and responses. City Manager Mahony replied that the process was the same and fair for everyone and that Open Approach's response to the proposal said that their first step would be taking a more investigative approach to refining its cost proposal. Mr. Johnson clarified that Simpleroute's approach to migration would in fact not run afoul of federal requirements or violate the Police Department's service agreement with the FBI. He asked for a summary of the water resources project that the City engaged Open Approach for. City Manager Mahony replied that she was not employed by the City at the time of that project. Mr. Johnson asked if other quotes were received for that work. City Manager Mahony replied that she believed it was a sole source contract. Mr. Johnson asked about the scoring methodology for the bid and how each criteria was weighted. Ms. Mahony replied that the criteria were weighted equally, that the score was between 0 and 10 for each, and that they were summed to arrive at a total score for each bid.

Councilor Chawla noted that mention of the uncovering of NEMRC vulnerabilities didn't sit well with the bid review team and asked how much of an impact that may have had on scoring. City Manager Mahony said that it did not seem to have much of an effect on scores and that the scores were all relatively close. She said that NEMRC was brought up in every interaction with Simpleroute, and that it didn't sit well.

Councilor Brown asked about the updated inventory that was shared with two of the three vendors later on in the process. City Manager Mahony said that the inventory was shared with all three vendors following the interviews and prior to the final submission of bids. Councilor Brown asked if Open Approach's "worst case scenario" cost estimate was unique to that vendor or whether all vendors shared a "worst case scenario" estimate, and City Manager Mahony replied that the cost estimate provided by Open Approach was unique and that they proposed to conduct an investigatory step to narrow and refine their estimate as part of their proposed scope of work.

Councilor Chawla asked about the level of information each vendor was given and City Manager Mahony replied that each vendor was invited to a site visit to tour the City's facilities and view its equipment and given the same level of information.

The Appellant, Mr. Johnson, made his closing remarks. He spoke in more detail about the NEMRC software and its security flaws and said that his company designs software around that. He spoke about the RFP process, saying that every firm was afforded the same opportunity and the same level information. He said that it is concerning that Open Approach was not able to provide a more accurate cost estimate than its "worst case scenario" estimate, given that other vendors were able to provide more accurate and definitive cost estimates when submitting their final bids.

The Appellee, City Manager Mahony, made her closing remarks. She expressed confidence that the RFP process was thorough, comprehensive, and well-executed. She said that the bid review team felt that Open Approach's costs would not come in as high as their initial proposal and that she still believes that selecting Open Approach was the right decision.

Councilor Brown closed the public hearing.

## 6. **BUSINESS ITEMS**



a. Deliberative session to discuss the IT RFP Bid Protest

**ANDREW BROWN made a motion, seconded by RAJ CHAWLA, that the City Council enter into a deliberative session to discuss the IT contract award appeal, pursuant to 1 V.S.A. §312(e) & (f) to include the City Council and City Attorney. The motion passed 5-0 at 8:11 P.M.**

**ANDREW BROWN made a motion, seconded by RAJ CHAWLA, to exit deliberative session. The motion passed 5-0 at 9:55 P.M.**

7. **CONSENT AGENDA** – none.

8. **READING FILE** – none.

9. **EXECUTIVE SESSION**

a. \*An executive session is not anticipated

10. **ADJOURN**

**DAN KERIN made a motion, seconded by RAJ CHAWLA to adjourn the meeting. The motion passed 5-0 at 9:56 P.M.**

Respectfully Submitted,  
Amy Coonradt



**CITY OF ESSEX JUNCTION  
CITY COUNCIL  
INFORMATIONAL HEARING  
MINUTES OF MEETING  
April 10, 2023**

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

**ADMINISTRATION:** Regina Mahony, City Manager; Colleen Dwyer, Human Resources Director; Chris Gaboriault, Fire Chief; Wendy Hysko, Library Director; Rick Jones; Public Works Superintendent; Brad Luck, Essex Junction Recreation & Parks Director; Susan McNamara-Hill, Clerk/Treasurer; Chelsea Mandigo, Wastewater Quality Superintendent; Jess Morris, Finance Director; Ashley Snellenberger; Communications and Strategic Initiatives Director; Chris Yuen, Community Development Director.

**OTHERS PRESENT:** Marcus Certa, Kevin Collins, Karen Dolan, Steven Eustis, David F., Elaine Haney, Greg Morgan, Pat Murray, Glenn Rogers, Patrick Smart, Jason Struthers, Andy Suntup, Linda Suntup, Kristina Sweet, Ann Wadsworth, Stephen Wille Padnos, Irene Wrenner, CCTV, Eric, Julie, Lynda, Essex ReTorter-KS, Rep. Houghton, RSM, RDC iPhone

**1. CALL TO ORDER**

Councilor Brown called the meeting to order at 6:00 P.M.

**2. WELCOME, INTRODUCTIONS, AND PROCEDURES OVERVIEW**

Councilor Brown began by making introductions of staff, Councilors, and guests, including Representative Lori Houghton and Representative Karen Dolan.

Moderator Steven Eustis said that this meeting would be to discuss the articles being voted on by Australian ballot for the 2023 City Meeting. He noted that there would be no motions, amendments, or voting at this meeting.

**3. PRESENTATION AND DISCUSSION ABOUT ARTICLE 1: Shall the voters approve an annual General Fund Budget in the amount of \$11,421,171 for Fiscal Year July 1, 2023, to June 30, 2024, \$10,420,986 of which is to be levied in taxes against the City Grant List?**

Councilor Brown provided a summary of the General Fund Budget as proposed, noting that it represents a 6% increase over the mock FY22 budget that was built for the sake of comparison. He noted that the estimated tax impact for the municipal portion of the budget for the average home would be an increase of \$10.86. He said that the primary drivers of the budget increase are salary and benefits and new positions, increases in stormwater costs, Essex Rescue, the Essex Junction Cemetery Association, the Memorial Day Parade, and an increase into the capital transfer. He also noted one-time expenditures that are largely associated with separation, such as rebranding, strategic planning, and changes to banners and signs.

Moderator Eustis called for public comments. Rich from West Street and Glenn Rogers asked clarifying questions about budget assumptions and calculations.

**4. PRESENTATION AND DISCUSSION ABOUT ARTICLE 2: Shall the voters approve the following amendment to Section 206 of the City Charter (strikethrough represents a deletion, and underline represents an addition):**



§ 206. CONFLICT OF INTEREST; PROHIBITIONS

- (a) Holding other office. No Council member shall hold any City employment during the term for which they were elected the Council, unless allowed by state statute. A Council member may be appointed to represent the City on other boards except as pursuant to 17 V.S.A. § 2647. No former Council member shall hold any compensated appointive municipal office or employment, except for poll worker, until one year after the expiration of the term for which they were elected to the legislative body.

Councilor Brown explained that this new language would allow for times in which the State says a City Councilor can act as an employee. He noted that there are no changes to the charter that would allow a City Councilor to serve as a City Manager. There was no discussion.

5. **PRESENTATION AND DISCUSSION ABOUT ARTICLE 3:** Shall the voters approve the following amendment to Section 206 of the City Charter (strikethrough represents a deletion, and underline represents an addition):

§ 206. CONFLICT OF INTEREST; PROHIBITIONS

- (a) Holding other office. No Council member shall hold any City employment during the term for which they were elected the Council. A Council member may be appointed to represent the City on other boards except as pursuant to 17 V.S.A. §2647. ~~No former Council member shall hold any compensated appointive municipal office or employment, except for poll worker, until one year after the expiration of the term for which they were elected to the legislative body.~~

Councilor Brown said that this is also related to the section of the charter regarding conflicts of interest and said that it strikes the last sentence of the section. There was no discussion.

6. **PRESENTATION AND DISCUSSION ABOUT ARTICLE 4:** Shall the voters approve the following amendment to Section 302 of the City Charter (strikethrough represents a deletion, and underline represents an addition):

§ 302 MODERATOR

~~The voters Council at the City Annual Meeting shall elect~~ appoint a Moderator who shall preside at the next City Informational Annual Meeting. The term of Moderator shall be one year. Only qualified voters of the City of Essex Junction shall be eligible to hold the office of Moderator.

Councilor Chawla said that currently, a moderator is elected every year, but this change reflects the move to electing by Australian ballot. There was no discussion.

7. **PRESENTATION AND DISCUSSION ABOUT ARTICLE 5:** Shall the voters approve the following amendment to Section 401 of the City Charter (strikethrough represents a deletion, and underline represents an addition):

§ 401. CITY MEETINGS AND ELECTIONS

- (a) By January 1 of each year, ~~the voters Council shall at each annual meeting vote to~~ set the date of the next annual meeting, at which time the voters shall vote for the election of officers, the voting on the City budget, and any other business included in the warnings for the meetings.

Councilor Chawla explained that this would impose a deadline of January 1 of every year to set the date of the City's next annual meeting. There was no discussion.



8. **DISCUSSION ABOUT ARTICLE 6:** Shall the voters approve holding the 2024 Annual Meeting on Tuesday, April 9, 2024, at which time the voters shall vote by Australian ballot for the election of officers, the voting on the City budget, and any other business included in the warning for the meeting?

Councilor Chawla said that this would set the date for the 2024 Annual Meeting. There was no discussion.

9. **PRESENTATION AND DISCUSSION ABOUT ARTICLE 7:** Shall the voters authorize a planning loan through the Drinking Water State Revolving Fund for a project in the Water Enterprise Fund to complete a service line inventory and lead service line replacement plan in an amount not to exceed \$433,700 to be financed over a period not to exceed ten years.

Councilor Brown said that this is the result of a requirement from the federal government that all water lines be examined for lead by October 2024. He said that without this loan, the City would need to find another fund source for the \$433,700 needed to conduct this work and meet federal requirements. There was no discussion.

10. **ANNOUNCEMENT ABOUT ARTICLE 8:** To elect City officers required by law including: Moderator (one-year term), two City Council members (three-year terms), and one Library Trustee (five-year term)?

There was no discussion.

11. **PUBLIC TO BE HEARD**

Councilor Brown said that voting and ballot drop-off would take place at the Champlain Valley Exposition in the Blue Robbin Pavilion from 7:00 AM to 7:00 PM tomorrow. He also noted that this is the last City Council meeting for City Councilors Dan Kerin and George Tyler, who have served the community for many years and whose terms are ending. He thanked them for their service. Councilors Kerin and Tyler made parting remarks.

12. **READING FILE**

- a. Annual Report Newsletter
- b. Annual Report

13. **ADJOURN**

The meeting adjourned at 6:45 P.M.

Respectfully Submitted,  
Amy Coonradt



**CITY OF ESSEX JUNCTION  
CITY COUNCIL  
REGULAR MEETING  
MINUTES OF MEETING  
April 12, 2023**

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

**ADMINISTRATION:** Regina Mahony, City Manager; Ron Hoague, Chief of Police; Ashley Snellenberger, Communications & Strategic Initiatives Director; Chris Yuen, Community Development Director;

**OTHERS PRESENT:** Danielle Brown, Marcus Certa, Heidi Clark, Elaine Haney, Jody Kamon, RSM, Tim Miller, Roseanne Prestipino, Ta Tanisha Redditta, Kate Vanni, Irene Wrenner, Heidi, The Essex ReTorter – KS, The Essex Purporter, iPhone Annie.

**1. CALL TO ORDER**

Councilor Brown called the meeting to order at 6:35 P.M.

**2. AGENDA ADDITIONS/CHANGES**

Councilor Brown added the RFP Final Decision to the Consent Agenda as item #6g.

**3. APPROVE AGENDA**

**DAN KERIN made a motion, seconded by GEORGE TYLER, to approve the agenda as amended. The motion passed 5-0.**

**4. PUBLIC TO BE HEARD**

a. Comments from public on items not on the agenda  
None.

**5. BUSINESS ITEMS**

a. Discussion and Consideration of Community Advisory Board Recommendation from Essex BEST  
Ta Tanisha Redditta and Jody Kamon provided a summary of recommendations to the City Council from Essex BEST (Building Equality, Solidarity, and Trust). They noted that the overarching recommendation is to form a Community Advisory Board (CAB) to partner with the Essex Police Department (EPD) to facilitate communication between the EPD and the community and to support the EPD on strategy and policy with a focus on equity. Ms. Redditta spoke further about the mission statement, vision, goals, and structure of the CAB.

Councilor Chawla said that it's important to note that the CAB would not be an oversight board but a partnership to ensure that a good relationship is maintained between the community and EPD. Chief Hoague agreed, noting that developing the CAB has been a collaborative effort with mutual input between Essex BEST and the EPD.

Councilor Brown asked about the timeline for recruitment for the CAB. Chief Hoague replied that they are looking to start recruiting board members as soon as possible, and they would employ the standard processes for board recruitment and member approval.

**RAJ CHAWLA made a motion, seconded by DAN KERIN, that the City Council vote in favor of the creation of a Citizen Advisory Board to partner with the Essex Police Department and instruct**



staff to create qualifications, advertise for members and facilitate the effort. The motion passed 5-0.

b. Discussion and Consideration of Strategic Planning Outline

City Manager Mahony began by noting that the administration would like to begin thinking about the City's strategic priorities over the next five years and that staff has drafted an initial RFP outline for strategic planning services as a springboard for initial Council conversation.

Councilor Brown said that there should be some Council involvement in the RFP process, especially around evaluating the responses that come in from vendors.

Councilor Chawla said it might be interesting to revisit the Heart & Soul report as part of this initiative, though admitted that the City has changed in the ten years since the report was drafted. He said that one of his primary desires of a consultant is their ability to reach pockets of the community that have been hard to reach until now. He said he would like to find a consultant that will be able to guide the community to a sustainable model, given that grand list growth isn't a viable option for the City.

Councilor Kerin said it would be valuable to look at past research and reports, such as Design Five Corners and Heart & Soul and other charettes, as a reference point, but utilizing them as reference guides to a snapshot in time a decade ago.

c. Discussion of Land Development Code Amendment Next Steps

Community Development Director Yuen noted that the Planning Commission held its final hearing around Land Development Code (LDC) updates on August 4, 2022, and that there are several outstanding actions that need to be taken prior to the one-year statutory deadline for City Council action on those updates. He said that staff is currently preparing an additional set of amendments to accommodate new requirements that may result from current State housing bill S.100, which is working its way through the legislative process in Montpelier. He said that staff is additionally preparing for a public engagement campaign on LDC changes to increase public awareness and obtain feedback. He said that they plan to field a public engagement survey in late April and review preliminary feedback with the Council in early May. He said that the Council could warn public hearings for the LDC updates for June 14 and July 26, with an opportunity to discuss and make amendments between those at its June 28 meeting.

Councilor Brown noted that he had heard the most feedback and public concern about triplexes and fourplexes being allowed in certain residential zoning districts and said it would be helpful to be able to explain to the public where those could be located and what that might look like. Councilor Chawla added that there had been concerns about parking on lawns or on other parts of properties as an ongoing issue and that if triplexes or multiplexes are allowed, there needs to be ample parking to ensure that lawns don't turn into mud.

City Manager Mahony spoke about the additional work over the next several years that would be conducted in conjunction with the Chittenden County Regional Planning Commission (CCRPC) for a Transit Oriented Development project, which will help define some of the more detailed, design-oriented requirements that aren't addressed in the LDC.

Marcus Certa emphasized the importance of an accessible, well-designed, and well-fielded public survey process to guarantee high-quality and diverse responses.



d. Discussion and Consideration of City Business and Meetings Schedule with Consideration of Cultural Holidays

Councilor Chawla noted several scheduling conflicts around Passover in the last month and said that the Council needs to decide which calendar to use and the cultural holidays that need to be taken into consideration to be as inclusive as possible. He spoke about a resource from George Washington University that notes every significant holiday for a given day and any workplace accommodations for each associated events. He said it would also be important to reach out to faith leaders in the community to ensure that the Council is thoughtful in how it moves forward with scheduling. Councilor Brown supported being as inclusive as possible while still meeting statutory obligations around the Council's schedule.

Marcus Certa said that there are certain circumstances where the Council should make accommodations for holidays to ensure that all members of the community are able to participate in important events, but also acknowledged that there needs to be a compromise position and that not every single cultural event can be scheduled around when it comes to municipal meetings.

Resa Mehren (signed in as RSM) expressed frustration about the scheduling of municipal meetings on dates related to Passover and said that it feels as though she and others are being excluded.

e. Discussion and Consideration of Juneteenth Funding Support Request

City Manager Mahony said that VIEW is organizing the Juneteenth event this year and that it will occur on Sunday, June 18<sup>th</sup>, from 1-3 PM at the Essex Experience. She noted that there was a request for financial support from the City Council and the Town Selectboard. She said that the funds would support venue rental, food, and talent. She said that there is funding in the Council expenditure line within the City's budget to cover this funding request.

**DAN KERIN made a motion, seconded by RAJ CHAWLA, that the City Council support this year's Juneteenth event, organized by VIEW, in the amount of \$2,000. The motion passed 5-0.**

## **6. CONSENT AGENDA**

- a. Approve Check Warrants #17346 (03/17/2023); #17347 (03/24/2023); #17348 (03/30/2023)
- b. Approve Minutes: March 22, 2023; April 3, 2023
- c. Acting as the Liquor Control Commission: Liquor License Approvals
- d. FY24 TA60 Annual Financial Plan Approval
- e. Memorial Day Banner Approval
- f. Ice Cream Truck Street Vendor Application Approval
- g. IT RFP Final Decision \*added during agenda approval\*

**RAJ CHAWLA made a motion, seconded by GEORGE TYLER, to approve the consent agenda as presented for all items except for the minutes of April 3, 2023, which will be tabled for approval at a later date. The motion passed 5-0.**

## **7. READING FILE**

- a. Council & Manager member comments: Councilor Brown thanked residents for coming out to vote, citing several voter turnout statistics. He thanked Diane Clemens, the Board of Civil Authority, and other volunteers for their time. Councilor Tyler congratulated Marcus Certa and Elaine Haney as the incoming City Councilors. He also spoke about the importance of having an informational hearing occur prior to the majority of mail-in voting so that voters who are mailing in their ballots are also informed about ballot items. Councilor Chawla spoke about contractors conducting rewiring in neighborhoods and leaving debris behind, which is concerning from both a health and aesthetic point



of view and asked that staff look into this. City Manager Mahony called attention to the process for utility shutoffs, as outlined in the memo in item #7c.

- b. Voting Results
- c. Utility Receivables Balance and Shutoff Process Memo
- d. New Wastewater Treatment Facility Data
- e. Global Foundries Traffic Change
- f. Bike/Walk Advisory Committee: March 20, 2023
- g. Tree Advisory Committee: March 21, 2023
- h. Joint Housing Committee: March 15, 2023
- i. Brownell Library Trustees: March 21, 2023

8. **EXECUTIVE SESSION**

- a. \*An executive session is not anticipated

9. **ADJOURN**

**RAJ CHAWLA made a motion, seconded by GEORGE TYLER, to adjourn the meeting. The motion passed 5-0 at 8:40 P.M.**

Respectfully Submitted,  
Amy Coonradt



**Memorandum**

**To:** City Council, Regina Mahony, City Manager

**CC:** Ron Hoague, Police Chief

**From:** Susan McNamara-Hill, Clerk

**Re:** Liquor license applications

**Date:** April 26, 2023

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**Issue**

The issue is whether the Council will approve the Liquor License applications for businesses in the City of Essex Junction listed in the April 21, 2023 memorandums from Police Chief Ron Hoague re: "Liquor License Applications".

**Discussion**

The following applications for businesses in the city are recommended for approval (the Town of Essex businesses listed in the memo will be approved by the Essex Selectboard).

1<sup>st</sup> class and/or 3<sup>rd</sup> class (with outside consumption):

- Kanz Corporation (On Tap Bar and Grill)
- SE & NP, Inc. (Park Place Tavern)

2<sup>nd</sup> class (may include tobacco and tobacco substitute):

- Wesco (Champlain Farms)

**Recommendation**

Staff recommends that the Council approve the Liquor License applications for businesses located in the City of Essex Junction listed in the April 21, 2023 memorandums re: "Liquor License Applications".



# DEPARTMENTAL MEMORANDUM



Date: April 21, 2023

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**To:** Greg Duggan                      Regina Mahony  
Town Manager                      City Manager

**From:** Ron Hoague  
Chief of Police

**Subject:** Liquor License Applications

The police department conducted records review of the following first class liquor license applicants. There was nothing of concern found:

## Town of Essex

Lang Family, LLC  
*Includes 3<sup>rd</sup> class*

DBA: The Barns at Lang Farm  
43 Upper Main Street  
Essex, VT 05452

\*Pending confirmation of education seminar

Black Flannel Brewing Company, LLC  
*Includes 3<sup>rd</sup> class and outside consumption*

DBA: Black Flannel Brewing  
21 Essex Way, Suite 201  
Essex, VT 05452

Essex Resort Holdings, LLC  
*Includes 2<sup>nd</sup> & 3<sup>rd</sup> class and outside consumption*

DBA: Essex Resort and Spa  
70 Essex Way  
Essex, VT 05452

JP's Diner and Deli Ltd.  
*Includes 3<sup>rd</sup> class*

DBA: JP's Diner and Deli  
39 River Road  
Essex, VT 05452

Links At Lang Farm, LLC  
*Includes outside consumption*

DBA: Links At Lang Farm  
39 Essex Way  
Essex, VT 05452

Silver Hospitality LLC  
*Includes 2<sup>nd</sup> & 3<sup>rd</sup> class and outside consumption*

DBA: Salt & Bubbles Wine Bar and Market  
19 Essex Way, Suite 412  
Essex, VT 05452



Vermont Cider Lab LLC  
New Application  
*Includes 3<sup>rd</sup> class*

DBA: Vermont Cider Lab/Essex Experience  
21 Essex Way, Suite 214  
Essex, VT 05452

**City of Essex Junction**

Kanz Corporation  
*Includes 3<sup>rd</sup> class and outside consumption*

DBA: On Tap Bar and Grill  
4 Park Street  
Essex Junction, VT 05452

SE & NP, Inc  
*Includes 3<sup>rd</sup> class and outside consumption*

DBA: Park Place Tavern  
38 Park Street  
Essex Junction, VT 05452

The police department conducted records review of the following second class liquor license applicants. There was nothing of concern found:

**Town of Essex**

Wesco, Inc.

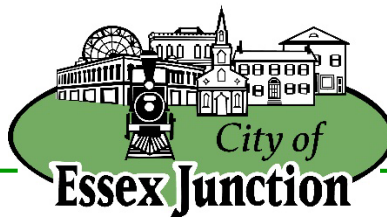
DBA: Champlain Farms (Essex)  
25 Jericho Road  
Essex, VT 05452

**City of Essex Junction**

Wesco, Inc.

DBA: Champlain Farms (Essex)  
56 Pearl Street  
Essex Junction, VT 05452





## **MEMORANDUM**

**To:** City Council

**From:** Regina Mahony, City Manager

**Meeting Date:** 4/26/2023

**Subject:** Authorize Drinking Water State Revolving Fund Loan Application for the Water Service Line Inventory

### **Issue**

The issue is the City of Essex Junction needs to conduct a water service line inventory by October 2024. This is a federal requirement to identify lead service lines and prepare replacement plans where the lead service lines are found.

### **Discussion**

The voters authorized the planning loan on 4/11/23, and the Council made the following motions on 3/8/23:

1. Authorize a sole source contract with MSK Engineers for the water service line inventory and replacement plans; and
2. Authorize the City Manager to execute the contract with MSK Engineers, and apply for the loan, following voter authorization.

Because the loan application requires full signatures from the Council, I've included it on this consent agenda as well to ensure a complete application.

### **Recommendation**

Staff recommends the City Council sign the application for a planning loan through the Drinking Water State Revolving Fund for a project in the Water Enterprise Fund to complete a service line inventory and lead service line replacement plan in an amount not to exceed \$433,700 to be financed over a period not to exceed ten years.



April 13, 2023  
Regina Mahoney  
City Manager  
City of Essex Junction

RE: Proposal for Engineering Services, Service Line Inventory Development, Essex Junction Water Department

Dear Regina,

MSK Engineers (MSK) is pleased to provide this proposal for engineering services to assist the City of Essex Junction with preparing a service line (SL) inventory and lead service line (LSL) replacement plan for the Essex Junction Water Department (WSID VT0005066, the Water System), as required by the federal Lead and Copper Rule Revisions (40 CFR Part 141 Subpart I, LCRR). These new federal regulations require every public community water system in the country to prepare a service line inventory and lead service line replacement plan prior to October 2024.

The Vermont Department of Environmental Conservation (VTDEC) has published a guidance document that establishes state requirements for SL inventories. These requirements include reviewing available records, performing site visits to observe SL materials at building entrances, and classifying pipe materials for the entirety of every SL connected to the water system, regardless of SL ownership SL. Our approach to SL inventory development is consistent with VTDEC's guidance document and SL inventory template.

### **SCOPE OF SERVICES**

We will coordinate with you to obtain copies of available records pertaining to SL pipe materials. Record types we will target for review include as-built or record drawings, permit files, allocation letters (which indicate the date of construction), SL tie cards, meter installation/maintenance reports, and property cards, which include information about the year of construction of the structure served by each SL. We will create a database to organize this data and characterize the pipe materials on the public and private side segments of each SL in accordance with VTDEC guidance.

We will perform site visits to observe SL pipe materials at building entrances, which will require entering basements of homes and buildings. We will coordinate with you on our development and implementation of a customer outreach campaign to raise the customers' awareness of and obtain their participation in this project. We expect this outreach campaign will include direct mailings, email messages, website postings, and door-to-door canvassing. Our direct mailings will provide residents with opportunities to self-perform SL observations and directly upload photographs of their service lines to our project database. These outreach materials will also enable residents and property owners to directly schedule an appointment for a MSK site visit via a web-based scheduling service specific to this project.



We will evaluate the data obtained from records reviews and SL observations to prepare an SL inventory for the water system and a letter report that describes the basis used to prepare this inventory. We will provide drafts of the SL inventory and letter report to you and CWD for review and will submit the final SL inventory to VTDEC for review. The SL Inventory will also include a sample site tier ranking for each SL, assigned in accordance with LCRR. These tier rankings will be used to review and update each water system's existing lead and copper sampling plan.

If necessary, we will also prepare a LSL Replacement Plan which will be provided to you for review prior to submission to VTDEC. This LSL Replacement Plan will be prepared in accordance with the requirements of LCRR and VTDEC's public drinking water program.

### **BUDGET**

Our proposed project budget is \$430,000, which reflects our level of effort to perform records reviews, outreach, and observations for all of your system's 3,300 service lines; and preparing a SL inventory and SL replacement plan. We believe this budget represents a not to exceed amount for the project. We are hopeful that during records reviews we will identify reliable records that show some service lines were constructed after 7/1/1989 (the effective date lead drinking water pipes were prohibited in Vermont, or that clearly indicate SL materials, thus reducing the number of service lines where customer outreach and SL observations will be required. Also, we will provide water department personnel with field forms so they can complete observations and directly upload information to the project database when they are at a service connection performing other routine tasks such as meter replacement or repairs. We hope this collaborative approach will reduce the level of effort expended on this project, which will reduce project costs. A proposed budget summary and level of effort table are attached.

### **FUNDING**

The State of Vermont's Drinking Water State Revolving Loan Fund (DWSRF) recently amended its intended use plan (IUP). This amended IUP identifies the City of Essex Junction as being eligible for a planning loan of up to \$433,696 for preparing a SL inventory and LSL Replacement Plan. Planning loans are 0% interest loans, repayment is deferred for five years from the date the loan is issued. The DWSRF has also published a streamlined loan application specifically SL inventory projects, a partially completed planning loan application is attached for your review.

### **TERMS AND CONDITIONS**

An engineering services agreement is attached for your review. This agreement should be included in the DWSRF application submittal.



## SCHEDULE

Upon approval of this proposal and receiving notice to proceed with this project, our initial activities will include scheduling a kickoff meeting, project database setup, and records reviews. We plan to coordinate with you on launching the customer outreach campaign after reviewing records for service lines constructed after 7/1/1989, which we expect will be about two months after project kickoff. We anticipate that customer engagement and SL observations run through the rest of 2023 and the first quarter of 2024 as the calendar time required to access homes and observe SL materials will depend on customer/public engagement in this project. We plan to provide you and CWD with a draft SL inventory and LSL replacement plan in the spring of 2024.

## CLOSING

We appreciate this opportunity and are looking forward to working with you and CWD. Please do not hesitate to contact either of us if you have any questions regarding this proposal or the Lead and Copper Rule. Revisions.

Sincerely,



**Jason Dolmetsch, PE**  
*President*  
*MSK Engineers*



**Patrick Smart, PE**  
*Senior Engineer*  
*MSK Engineers*

C: Ricky Jones, Essex Junction Department of Public Works

## Attachments:

1. Proposed Project Budget, Service Line Inventory
2. Draft Engineering Services Agreement
3. Partially Completed DWSRF Planning Loan Application



Essex Junction Water Department  
Service Line Inventory and Lead Service Line Replacement Plan  
Project Budget

Tasks	Person Hours						Billed Costs				Totals
	DOLMETSCH	SMART	RATZER	MCRAE			Travel -	Outreach			TOTAL
	Principal Engineer III	Licensed Engineer III	Engineer IV	Technician V	Engineer I	Technician III	Travel - Lodging and Per Diem Mileage	Costs - Mailings, Website	Field Supplies		COST
<b>1 Initial Outreach and Kickoff</b>											<b>\$2,125</b>
Initial Outreach, coordination with village		2									\$430
Kickoff Meeting		3		3	2	4					\$1,695
<b>2 Records Review and Data Input</b>											<b>\$83,720</b>
Records Review / Data Input / Database setup		4		20	300	300				\$100	\$66,760
Data analysis and input		4		10	70	70					\$16,960
<b>3 Outreach and SL Observations</b>											<b>\$236,170</b>
Customer outreach mailings, website posting				8		100		\$5,000			\$16,620
Site visits, SL observations				20	500	1050	\$5,000	\$47,000	\$2,000		\$219,550
<b>4 Reporting</b>											<b>\$48,150</b>
Data analysis		16		20		80					\$14,640
SL Inventory preparation and submittal		8		20		60					\$10,820
SL inventory report		8		20		40					\$8,720
Notification to owners and residents		1.0		8		40		\$5,000			\$10,535
LSL replacement plan		1.0		8		20					\$3,435
<b>5 Project Management and Coordination</b>											<b>\$59,835</b>
Data management system management		15		40	40	40					\$17,225
Internal coordination, project administration	8	30	30	60	20	20					\$25,560
Client coordination, project management		30	20	40	10	10					\$17,050
Total Hours	8	122	50	277	942	1834					
Labor Rate	\$270	\$215	\$145	\$140	\$105	\$105					
<b>TOTAL COST</b>	<b>\$2,160</b>	<b>\$26,230</b>	<b>\$7,250</b>	<b>\$38,780</b>	<b>\$98,910</b>	<b>\$192,570</b>	<b>\$5,000</b>	<b>\$47,000</b>	<b>\$10,000</b>	<b>\$2,100</b>	<b>\$430,000</b>



## **SHORT FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date of signature ("Effective Date") between the City of Essex Junction ("Owner") and MS&K, Inc. ("Consultant" or "MSK").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: Engineering services to prepare a service line inventory and lead service line replacement plan for Essex Junction Water System (the Water System), and to assist in securing funding from the Vermont Drinking Water State Revolving Loan Fund (DWSRF) ("Project").

Consultant's services ("Services") under this Agreement are generally identified as follows:

1. **Service Line Inventory.** Consultant will prepare a service line inventory for the Water System. The service line inventory will be prepared in the format required by VTDEC, will categorize pipe materials for every service line as either lead, not lead, or unknown, and will include information about the location of each service line. Consultant will prepare a letter report to document the approach used to prepare the service line inventory and basis for pipe material classifications. Consultant will prepare the service line inventory based on review of available records pertaining to service line year of construction and pipe materials obtained from the Owner and the VTDEC public drinking water program, and observations of service line pipe materials near building entrances at the Water System's service connections. Consultant will make up to three attempts to contact residents and property owners of the Water System's service connections to observe service line materials. These attempts will include at least one letter delivered via US Mail, door-to-door site visits, and scheduled appointments to access buildings and observe service lines.
2. **Lead Service Line Replacement Plan.** Consultant will prepare a lead service line replacement plan that meets the requirements of the Federal Lead and Copper Rule Revisions (LCRR, 40 CFR Part 141 Subpart I).

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Owner and Consultant further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above ("Additional Services").
- B. Consultant shall commence work on the project within three weeks of receiving notice to proceed with the project from the Owner.
- C. Consultant shall provide Owner a draft service line inventory, letter report, and Lead Service Line Replacement Plan by June 30, 2024. Consultant shall respond to comments provided by Owner and submit



a final service line inventory, letter report, and lead service line replacement plan to VTDEC prior to October 16, 2024.

- D. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

#### 2.01 *Payment Procedures*

- A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Consultant may, after giving seven days written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.
- A. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

#### 2.02 *Basis of Payment—Estimated Total Cost*

- A. Owner shall pay Consultant for Basic Services set forth as follows:
  - 1. An estimated total cost amount not to exceed \$430,000.00.
  - 2. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Consultant's subconsultants' charges, if any.
  - 3. Consultant's Standard Hourly Rates are attached as Appendix 1.
  - 4. Whenever Consultant is entitled to compensation for the charges of Consultant's subconsultants, those charges shall be the amounts billed by the subconsultant's to Consultant times a factor of eight percent (8%).
  - 5. In addition to the estimated total cost amount, reimbursement for the following expenses: None.
- B. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period.



2.03 *Additional Services:* For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's consultants' charges, if any. Consultant's standard hourly rates are attached as Appendix 1.

2.04 Exclusions: None.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.

b. By Consultant:

1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or

2) upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Consultant shall have no liability to Owner on account of a termination for cause by Consultant.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Consultant's consultants' charges, if any.



#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants;



3. Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and

4. such limited license to Owner shall not create any rights in third parties.

C. Owner and Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

D. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant, whichever is greater.

E. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

F. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

G. This Agreement is to be governed by the law of the state in which the Project is located.

H. Consultant's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



7.01 *Definitions*

- A. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: Appendix 1, Consultant's Standard Hourly Rates*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Essex Junction

Consultant: MS&K, Inc.

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Print name: Jason M. Dolmetsch, P.E.

Title: President

Date Signed: April 14, 2023



This is **Appendix 1, Consultant's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Consultant for Professional Services

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**Consultant's Standard Hourly Rates**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

<b>Job Description</b>	<b>Billing Rate – Per Hour</b>
Principal Engineer	\$270.00
Licensed Engineer I	\$165.00
Licensed Engineer II	\$190.00
Licensed Engineer III	\$215.00
Licensed Engineer IV	\$240.00
Licensed Surveyor	\$150.00
Surveyor	\$130.00
Engineer I	\$105.00
Engineer II	\$115.00
Engineer III	\$125.00
Engineer IV	\$145.00
Technician I	\$70.00
Technician II	\$90.00
Technician III	\$105.00
Technician IV	\$120.00
Technician V	\$140.00
Technician VI	\$190.00

B. *Expenses:*

**Subconsultant & Vendor Expenses:**

Subconsultants @ cost plus 8% Outside  
Vendors @ cost plus 8%

**Administrative Expenses:**

Postage & Shipping @ Cost  
Other Administrative Expenses @ Cost

**Reproductions (provided in-house):**

8.5 x 11 one-sided copy @ \$0.08/each  
8.5 x 11 two-sided copy @ \$0.12/each  
24 x 36 print @ \$5.00/each  
36 x 48 print @ \$8.00/each  
Mylar or Vellum plots @ \$15.00/each

**Travel Related Expenses:**

Auto Travel (to include fuel & service charges): N/A  
Other Travel (to include air fares, rentals, tolls, etc.): N/A  
Meals & Lodging: N/A



# Vermont Drinking Water State Revolving Fund (DWSRF)

## Service Line Inventory Loan Application

**Municipal Water System Version** (private systems please use the other version)

Technical review by Vermont Department of Environmental Conservation

Financial review and loan agreements by Vermont Bond Bank

### Borrower Information and Contacts

Municipality legal name:

Water system name:

WSID # (3-5 digits):

Mailing Address:

SAM.gov Unique Entity ID (12 character):

Full SAM.gov registration is not required, but to be a subrecipient of federal funds including a DWSRF loan, there must be a publicly visible entry that DEC staff can review.

### Municipal Water System Personnel and/or Board Members

List all people who will authorize or manage the loan in roles such as

Town/City: Manager; Public Works Director; Clerk; Treasurer; Financial Manager; etc.

Governing Body/Selectboard/Prudential Committee: Chair; Treasurer; Clerk/Secretary; Member.

Start with the Authorized Representative and Alternate Auth. Rep. and provide their contact info. Add pages for additional names if needed. Have each person sign the application. **A signature below certifies review and approval of the entire completed loan application.** The Consultant will be added in the next section. The Designated Operator role does not need to be added to the loan application unless they are in one of the other roles.

**Authorized Representative** (who has authority to sign legal and financial agreements):

Name Title/Role:

Phone: Email:

Signature Date

**Alternate Authorized Representative** (backup for Authorized Representative):

Name Title/Role:

Phone: Email:

Signature Date



**Other personnel/board members:**

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

**Consultant / Contractor:**

Firm Name:	Contact Name:
Mailing Address:	
Phone:	Email:
Relevant experience and qualifications for service line inventory:	



## Project Details and Loan Request

**Project Title:** Service Line Inventory

**Loan purpose and terms:** Community and NTNC water systems are required under the Lead and Copper Rule Revisions to submit a service line inventory (SLI) by October 2024. Specific [requirements](#) for the inventory format and its development are set by the Drinking Water and Groundwater Protection Division. The most current funding information will be available from the [DWSRF](#) program. Loan terms will be 0% interest and fees. Repayment will start 5 years after the loan agreement, split into 5 annual payments. Any loan forgiveness proposed on SLI priority list may be issued in portions as the annual portfolio of loans under that grant develops. If the SLI leads to a subsequent DWSRF construction loan, the SLI loan may be rolled into that construction loan.

**Project General Tasks:** General categories of tasks that are eligible for these loans and may need to be completed are listed below and should be considered in development of the contract or Engineering Services Agreement. Note that the final SLI must cover portions owned by both the water system and the customer. Do not include the scope or budget of other planning work the contractor may complete for the water system (e.g., asset management planning, preliminary engineering). If other DWSRF-eligible and fundable work will be completed on a similar timeline, a single loan agreement may be developed, but loan applications must be submitted separately.

### 1. Record Review

- Meet with water system personnel. Review water system records for service line info.
- Review other available documentation (e.g., Town Clerk office, DEC regional office (including online [permit search](#)), [Act 250 permits](#), local plumbers and former water system staff, etc.)

### 2. Survey and Inspection

- Survey customers for service line information.
- Where necessary, inspect the customer side of the service line (building inlet).

### 3. Inventory Spreadsheet and Replacement Plan

- Enter inventory data for each service line into the state inventory spreadsheet template.
- Where required based on the inventory, develop the Lead Service Line Replacement Plan.

**Project Specific Information:** Describe the anticipated tasks to be completed by the contractor for this specific water system and the general methods. These will differ among water systems depending on current records, system age, material types, history of distribution upgrades, etc. If including a draft or executed contract or ESA that includes this information, enter “see attached”.



Number of service lines to be inventoried (per [DWGPD instructions](#)):

General budget explanation for tasks (costs per project and/or per service line, or enter “see attached”):

Anticipated total inventory project cost: \$

Amount requested for this loan: \$

**Borrower financial info**

Borrower fiscal year:	Calendar (Jan – Dec)	State Fiscal (July – June)
	Federal Fiscal (Oct – Sept)	Other:

Current water system debt (not including this loan): Total:

Expected to pay off within 5 years:

Not expected to pay off within 5 years:

Annual Debt payments: Current:

Anticipated in 5 years:

Other projects the water system anticipates in the next 5 years that may require a loan:

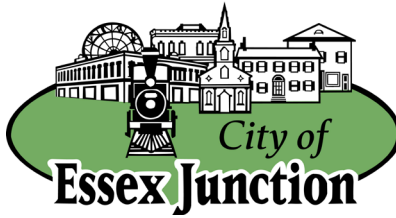
**The Vermont Bond Bank may require additional information for financial capacity review and underwriting, and/or may use information from other pending DWSRF loan applications.**

Email completed application and the following attachments to: [anr.dwsrfinvloan@vermont.gov](mailto:anr.dwsrfinvloan@vermont.gov)

Amy Galford, DWSRF Program Lead, 802-585-4904

- This loan application, all fields completed and all signatures completed.
- Contract or Engineering Services Agreement (ESA) that matches the info above. We recommend submitting a draft for DEC staff review with this loan application or earlier prior to signing the contract.





## **MEMORANDUM**

TO: City Council  
FROM: Chelsea Mandigo, Water Quality Superintendent  
cc: Regina Mahony, City Manager  
Jess Morris, Finance Director

DATE: April 14, 2023

SUBJECT: VTRANS Municipal Roads Grants-in-aid Program FY'24

**Issue:** Participate in the Vermont Agency of Transportation (VTRANS) Municipal Roads Grant-In-Aid Program to help stabilize eroded stormwater outfalls as required by the Department of Environmental Conservation (DEC) Municipal Roads General Permit (MRGP).

**Discussion:** VTRANS grants-in-aid program assists municipalities in complying with the requirements of the statewide MRGP. This permit requires municipalities to repair eroded catch basin outlets to help mitigate phosphorus in stormwater runoff. The money is allocated based on the amount of "hydrologically connected" road miles which is a term defined in the MRGP. It governs what catch basin outlets need to be fixed based on proximity to waterway of the State. We fall into the category of <5-10 Connect Road miles. For FY'24 we have been allocated \$6,500. A match of 20% is required and can include in-kind contributions ranging from transportation, use of municipally owned road equipment, crew labor, municipal staff time and other cost directly related to the repair work.

A signed letter of intent (attached) is required to indicate we want to participate in the program for State Fiscal Year 2024. The letter is due May 5<sup>th</sup> with project completion between July 1, 2023-September 30, 2024.

**Costs:**

Grant award: \$6,500

Match required: \$1,625 cash or in-kind

Source of match: FY'24 LOT Stormwater grant match allocation

Total funds towards project: \$8,125

**Recommendation:** It is recommended that City Council authorize the City Manager to sign the Letter of Intent to participate in the Municipal Roads grant-in-aid program FY'24.





## LETTER OF INTENT TO PARTICIPATE IN THE SFY24 MUNICIPAL ROADS GRANTS-IN-AID PROGRAM

We, the Legislative Body of the Municipality of \_\_\_\_\_ certify that  
the municipality will:

- Construct one or more road best management practices (BMPs) to bring connected road segments into full compliance with Municipal Roads General Permit (MRGP) standards, to be completed by September 30, 2024.
- Construct the road BMPs on hydrologically connected road segments – roads that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands). Refer to the Vermont Department of Environmental Conservation (DEC) map layer for **hydrologically connected** municipal roads in Vermont. This map layer is available at: <http://anr.vermont.gov/maps/nr-atlas>.
- Prior to construction of the BMPs, **receive Construction Authorization from VTrans** to verify the appropriate location of the connected road segment and BMP(s) to meet MRGP standards.
- Post a Clean Water Project sign during construction (select projects only).
- Provide a minimum of 20% local match (in-kind and/or cash). Match can include quantified in-kind contributions such as transportation, municipally owned road equipment, crew labor, municipal staff time and other costs directly related to the BMP construction project as part of this program. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- Complete all reporting and invoicing requirements using the VTrans requested format.
- Submit all Performance Reports and Request reimbursement no later than 12/30/2024 (90 days from end of grant period).
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app and certify during the request for reimbursement, that the repaired road segments are “fully compliant” with MRGP.

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

(Duly Authorized Representatives)

Municipality: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address Town Zip*

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

Town Clerk (2nd contact): \_\_\_\_\_ Email: \_\_\_\_\_

Unique Entity Identifier (SAM #) #: \_\_\_\_\_ Fiscal Year End Month (MM): \_\_\_\_\_

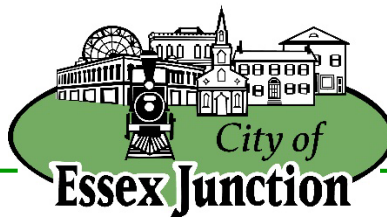
Note: Primary Contact is responsible for grant execution on Town's behalf, Secondary Contact must be Town Clerk.

**This form must be submitted via email by May 5th, 2023 to indicate participation.**

Return signed Letter of Intent to: VTrans Municipal Roads Grants-in-Aid Program, c/o VTrans Municipal Assistance Program, via email: [Grantsinaid@vermont.gov](mailto:Grantsinaid@vermont.gov)

**This is a letter of intention to participate only. THIS IS NOT A GRANT, CONTRACT or AGREEMENT.**





## MEMORANDUM

**To:** City Council  
**From:** Regina Mahony  
**Meeting Date:** 4/26/2023  
**Subject:** Local Emergency Management Plan

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**Issue:** The Local Emergency Management Plan is in the consent agenda for approval. Should the Council decide they want to discuss it and pull it from the consent agenda, the discussion will need to take place in executive session.

### Discussion

This memo is only as a back-up in the event of a desire to discuss this matter.

**Cost** NA.

**Recommendation** The recommendation is to approve via the consent agenda, but below is the motion if discussing in executive session.

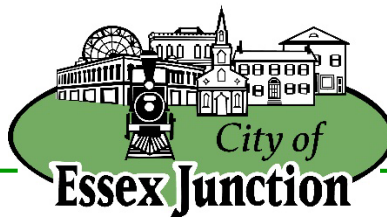
### Recommended Motion

Should the Council decide they want to discuss the Local Emergency Management Plan, the following is the recommended motion:

"I move that we go into executive session to discuss municipal emergency response measures, the disclosure of which could jeopardize public safety under the provisions of Title 1, Section 313(a)(10) of the Vermont Statutes, and include the City Manager and Chief of Police."

**Attachments:** Local Emergency Management Plan





## MEMORANDUM

**To:** Regina Mahony, City Manager; City Council  
**From:** Jess Morris, Finance Director  
**Date:** April 26, 2023  
**Subject:** March 2023 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 3/31/23 therefore the year to date actuals are for the period 7/1/22-3/31/23, and the month actuals are for the month of March.

With March behind us we are 75% of the way through the fiscal year. The General Fund revenue is about 91% of budget and expenditures are just under 74%. Revenue has increased significantly over the prior month after the final installment of property tax payments was received. There are also several expenditures that are either one-time or seasonal that will begin to taper off over the next several weeks. One-time expenditures that are accounted for in full are various insurance premiums and debt payments. The winter related expenditures like salt/sand will also taper off over the next several weeks. Overall, all departments are reasonably within budget for this time of year.

The Water Fund revenue is about 92% of budget and expenditures are about 76%. The Wastewater Fund revenue is about 83% of budget and expenditures are about 74%. The Sanitation Fund revenue is about 89% of budget and expenditures are about 73%. Revenue is trending higher in all three funds due to the timing of billings which were calculated on March 8<sup>th</sup>.

The EJRP Program Fund revenue is about 75% of budget and expenditures are about 72%. Both revenue and expenditures are picking up with summer programming registrations and related expenditures starting to come in.



## GENERAL FUND

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	3,890,397.00	3,889,888.81	508.19	99.99%	1,935,065.31
210-4-00-00-020.001 PILOT Tax Agreements	6,700.00	6,746.22	-46.22	100.69%	3,373.11
210-4-00-00-020.022 Rents and Royalties	2,400.00	0.00	2,400.00	0.00%	0.00
210-4-00-00-020.054 Admin Fee - Water	125,960.00	94,470.00	31,490.00	75.00%	31,490.00
210-4-00-00-020.055 Admin Fee - WWTF	62,980.00	47,235.00	15,745.00	75.00%	15,745.00
210-4-00-00-020.056 Admin Fee - Sanitation	125,960.00	94,470.00	31,490.00	75.00%	13,490.00
210-4-00-00-042.001 PILOT Revenue	4,500.00	7,387.20	-2,887.20	164.16%	0.00
210-4-00-00-060.000 Interest Income	3,000.00	0.22	2,999.78	0.01%	0.00
210-4-00-00-080.001 State District Court Fine	2,000.00	4,004.75	-2,004.75	200.24%	671.50
210-4-00-00-091.832 ARPA Revenue	375,000.00	288,584.88	86,415.12	76.96%	93,750.00
210-4-00-00-098.000 Misc Revenue	2,000.00	10,121.47	-8,121.47	506.07%	788.22
210-4-00-00-099.000 Use of Fund Balance/Reser	43,461.00	0.00	43,461.00	0.00%	0.00
<b>Total General Revenues</b>	<b>4,644,358.00</b>	<b>4,442,908.55</b>	<b>201,449.45</b>	<b>95.66%</b>	<b>2,094,373.14</b>
<b>210-4-10 Admin Revenues</b>					
210-4-10-10-090.000 Transfer Town/Village	50,000.00	37,500.00	12,500.00	75.00%	12,500.00
<b>Total Admin Revenues</b>	<b>50,000.00</b>	<b>37,500.00</b>	<b>12,500.00</b>	<b>75.00%</b>	<b>12,500.00</b>
<b>210-4-12-10 Clerk Revenue</b>					
210-4-12-10-020.003 Use of Vault	0.00	12.00	-12.00	100.00%	12.00
210-4-12-10-020.004 Recording Fees	0.00	41,529.00	-41,529.00	100.00%	3,630.00
210-4-12-10-020.013 Sale of Certified Copy	0.00	10.00	-10.00	100.00%	0.00
210-4-12-10-020.023 Records Preservation	0.00	15,440.00	-15,440.00	100.00%	1,320.00
210-4-12-10-030.001 Liquor Licenses	0.00	1,250.00	-1,250.00	100.00%	555.00
210-4-12-10-030.003 Marriage Licenses	0.00	10.00	-10.00	100.00%	0.00
210-4-12-10-030.004 Animal Licenses	0.00	2,091.00	-2,091.00	100.00%	776.00
210-4-12-10-030.005 Green Mountain Passport	0.00	10.00	-10.00	100.00%	0.00
<b>Total Clerk Revenue</b>	<b>0.00</b>	<b>60,352.00</b>	<b>-60,352.00</b>	<b>100.00%</b>	<b>6,293.00</b>
<b>210-4-16 ComDev Revenues</b>					
210-4-16-10-030.008 License and Zoning Fees	39,000.00	25,455.11	13,544.89	65.27%	2,000.00
<b>Total ComDev Revenues</b>	<b>39,000.00</b>	<b>25,455.11</b>	<b>13,544.89</b>	<b>65.27%</b>	<b>2,000.00</b>
<b>210-4-17 EconDev Revenues</b>					
210-4-17-10-050.000 Event Donations	0.00	3,750.00	-3,750.00	100.00%	0.00
<b>Total EconDev Revenues</b>	<b>0.00</b>	<b>3,750.00</b>	<b>-3,750.00</b>	<b>100.00%</b>	<b>0.00</b>
<b>210-4-25 Fire Revenues</b>					
210-4-25-10-098.000 Misc Revenue	20.00	0.00	20.00	0.00%	0.00
<b>Total Fire Revenues</b>	<b>20.00</b>	<b>0.00</b>	<b>20.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>210-4-30 EJRP Revenues</b>					



## GENERAL FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-4-30-10-020.000 Charges for Services	12,000.00	1,540.00	10,460.00	12.83%	80.00
<b>Total EJP Revenues</b>	<b>12,000.00</b>	<b>1,540.00</b>	<b>10,460.00</b>	<b>12.83%</b>	<b>80.00</b>
<b>210-4-35 Library Revenues</b>					
210-4-35-10-040.000 Federal Grant Revenue	0.00	571.35	-571.35	100.00%	0.00
210-4-35-10-090.000 Transfer Town/Village	15,000.00	11,250.00	3,750.00	75.00%	3,750.00
210-4-35-10-098.000 Misc Revenue	500.00	231.50	268.50	46.30%	0.00
<b>Total Library Revenues</b>	<b>15,500.00</b>	<b>12,052.85</b>	<b>3,447.15</b>	<b>77.76%</b>	<b>3,750.00</b>
<b>210-4-40 PW Revenues</b>					
210-4-40-12-090.000 Transfer Town/Village	1,465,044.00	1,098,783.00	366,261.00	75.00%	366,261.00
210-4-40-12-098.000 Misc Revenue	4,000.00	1,519.60	2,480.40	37.99%	100.00
210-4-40-13-090.000 Transfer Town/Village	78,018.00	58,513.50	19,504.50	75.00%	19,504.50
<b>Total PW Revenues</b>	<b>1,547,062.00</b>	<b>1,158,816.10</b>	<b>388,245.90</b>	<b>74.90%</b>	<b>385,865.50</b>
<b>210-4-41 Building Revenues</b>					
210-4-41-20-090.000 Transfer Town/Village	2,075.00	1,485.51	589.49	71.59%	168.39
<b>Total Building Revenues</b>	<b>2,075.00</b>	<b>1,485.51</b>	<b>589.49</b>	<b>71.59%</b>	<b>168.39</b>
<b>210-4-90-00 Other Sources and Uses</b>					
210-4-90-00-050.000 Library Donation Revenue	0.00	12,000.00	-12,000.00	100.00%	0.00
210-4-90-00-640.201 Adult Collection replacem	0.00	853.58	-853.58	100.00%	31.00
210-4-90-00-640.202 Juvenile Collection repl	0.00	615.00	-615.00	100.00%	0.00
<b>Total Other Sources and Uses</b>	<b>0.00</b>	<b>13,468.58</b>	<b>-13,468.58</b>	<b>100.00%</b>	<b>31.00</b>
<b>Total Revenue</b>	<b>6,310,015.00</b>	<b>5,757,328.70</b>	<b>552,686.30</b>	<b>91.24%</b>	<b>2,505,061.03</b>
<b>Total Revenues</b>	<b>6,310,015.00</b>	<b>5,757,328.70</b>	<b>552,686.30</b>	<b>91.24%</b>	<b>2,505,061.03</b>
<b>210-5-10-10 Administration</b>					
210-5-10-10-110.000 Regular Salaries	388,554.00	263,552.89	125,001.11	67.83%	44,369.66
210-5-10-10-120.000 Part Time Salaries	0.00	1,302.29	-1,302.29	100.00%	0.00
210-5-10-10-190.000 Board member Payments	25,000.00	5,875.00	19,125.00	23.50%	1,950.00
210-5-10-10-210.000 Group Insurance	112,564.00	51,625.09	60,938.91	45.86%	18,214.34
210-5-10-10-220.000 Social Security	30,211.00	25,400.19	4,810.81	84.08%	4,332.26
210-5-10-10-230.000 Retirement	35,060.00	22,400.90	12,659.10	63.89%	3,822.12
210-5-10-10-290.000 Other Employee Benefits	1,350.00	0.00	1,350.00	0.00%	0.00
210-5-10-10-320.000 Legal Services	40,000.00	14,832.50	25,167.50	37.08%	1,125.00
210-5-10-10-330.000 Professional Services	6,000.00	4,350.80	1,649.20	72.51%	2,989.34
210-5-10-10-340.000 Technical Services	4,100.00	5,016.87	-916.87	122.36%	807.91
210-5-10-10-442.000 Rental Vehicles/Equip	4,250.00	2,384.86	1,865.14	56.11%	181.02
210-5-10-10-500.000 Training, Conf, Dues	1,750.00	4,273.22	-2,523.22	244.18%	0.00
210-5-10-10-505.000 Tech. Subs, Licenses	9,520.00	3,178.02	6,341.98	33.38%	49.87
210-5-10-10-530.000 Communications	23,123.00	33,587.05	-10,464.05	145.25%	4,068.13



## GENERAL FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-10-10-540.000 Advertising	500.00	223.50	276.50	44.70%	0.00
210-5-10-10-550.000 Printing and Binding	3,000.00	1,413.03	1,586.97	47.10%	205.92
210-5-10-10-560.000 Postage	1,200.00	1,827.48	-627.48	152.29%	201.00
210-5-10-10-570.000 Other Purchased Services	7,500.00	0.00	7,500.00	0.00%	0.00
210-5-10-10-580.000 Travel	300.00	312.14	-12.14	104.05%	0.00
210-5-10-10-610.000 General Supplies	5,000.00	4,548.44	451.56	90.97%	78.20
210-5-10-10-735.000 Tech: Equip/Hardware	0.00	1,984.09	-1,984.09	100.00%	0.00
210-5-10-10-810.113 Trustee Expenditures	5,500.00	408.98	5,091.02	7.44%	0.00
210-5-10-10-820.000 Elections	15,020.00	-471.60	15,491.60	-3.14%	0.00
210-5-10-10-845.000 Employee/Volunteer Recogn	2,600.00	324.08	2,275.92	12.46%	0.00
210-5-10-10-850.000 Community Events and Cele	0.00	7,334.88	-7,334.88	100.00%	0.00
210-5-10-10-895.000 State and Other Grant Exp	0.00	2,863.23	-2,863.23	100.00%	0.00
<b>Total Administration</b>	<b>722,102.00</b>	<b>458,547.93</b>	<b>263,554.07</b>	<b>63.50%</b>	<b>82,394.77</b>
<b>210-5-12-10 Clerk</b>					
<b>Total Clerk</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>210-5-13-10 Finance</b>					
210-5-13-10-110.000 Regular Salaries	147,910.00	133,527.27	14,382.73	90.28%	25,239.97
210-5-13-10-130.000 Overtime	2,667.00	0.00	2,667.00	0.00%	0.00
210-5-13-10-210.000 Group Insurance	30,146.00	32,495.12	-2,349.12	107.79%	10,159.26
210-5-13-10-220.000 Social Security	11,921.00	5,890.11	6,030.89	49.41%	1,264.52
210-5-13-10-230.000 Retirement	14,791.00	11,772.26	3,018.74	79.59%	2,209.81
210-5-13-10-250.000 Unemployment Insurance	3,300.00	4,651.60	-1,351.60	140.96%	3,943.86
210-5-13-10-260.000 Workers Comp Insurance	18,500.00	6,641.78	11,858.22	35.90%	0.00
210-5-13-10-290.000 Other Employee Benefits	700.00	0.00	700.00	0.00%	0.00
210-5-13-10-330.000 Professional Services	5,000.00	194.00	4,806.00	3.88%	165.00
210-5-13-10-335.000 Audit	9,500.00	7,875.00	1,625.00	82.89%	0.00
210-5-13-10-500.000 Training, Conf, Dues	500.00	352.00	148.00	70.40%	0.00
210-5-13-10-505.000 Tech. Subs, Licenses	12,500.00	12,522.53	-22.53	100.18%	131.99
210-5-13-10-520.000 Insurance	76,680.00	41,986.03	34,693.97	54.75%	0.00
210-5-13-10-570.000 Other Purchased Services	0.00	275.00	-275.00	100.00%	0.00
210-5-13-10-580.000 Travel	100.00	29.13	70.87	29.13%	0.00
210-5-13-10-610.000 General Supplies	200.00	626.15	-426.15	313.08%	0.00
<b>Total Finance</b>	<b>334,415.00</b>	<b>258,837.98</b>	<b>75,577.02</b>	<b>77.40%</b>	<b>43,114.41</b>
<b>210-5-16-10 Community Development</b>					
210-5-16-10-110.000 Regular Salaries	169,546.00	142,662.16	26,883.84	84.14%	17,209.87
210-5-16-10-130.000 Overtime	0.00	933.08	-933.08	100.00%	0.00
210-5-16-10-190.000 Board member Payments	7,200.00	4,500.00	2,700.00	62.50%	1,500.00
210-5-16-10-210.000 Group Insurance	24,518.00	10,234.47	14,283.53	41.74%	2,037.19
210-5-16-10-220.000 Social Security	13,758.00	11,428.71	2,329.29	83.07%	1,444.09
210-5-16-10-230.000 Retirement	16,955.00	12,800.99	4,154.01	75.50%	765.60
210-5-16-10-290.000 Other Employee Benefits	700.00	0.00	700.00	0.00%	0.00
210-5-16-10-320.000 Legal Services	6,000.00	6,395.90	-395.90	106.60%	90.00
210-5-16-10-330.000 Professional Services	7,000.00	9,824.75	-2,824.75	140.35%	30.00
210-5-16-10-340.000 Technical Services	0.00	29.98	-29.98	100.00%	0.00



## GENERAL FUND

Account	Budget				
	Budget	Actual	Balance	% of Budget	Pd to Date
210-5-16-10-500.000 Training, Conf, Dues	3,000.00	287.00	2,713.00	9.57%	119.00
210-5-16-10-530.000 Communications	1,300.00	73.70	1,226.30	5.67%	0.00
210-5-16-10-540.000 Advertising	0.00	63.44	-63.44	100.00%	0.00
210-5-16-10-550.000 Printing and Binding	3,000.00	82.16	2,917.84	2.74%	0.00
210-5-16-10-560.000 Postage	100.00	1.34	98.66	1.34%	0.00
210-5-16-10-580.000 Travel	3,900.00	1,036.38	2,863.62	26.57%	100.00
210-5-16-10-610.000 General Supplies	1,000.00	105.64	894.36	10.56%	74.62
210-5-16-10-810.111 BWAC	10,000.00	0.00	10,000.00	0.00%	0.00
<b>Total Community Development</b>	<b>267,977.00</b>	<b>200,459.70</b>	<b>67,517.30</b>	<b>74.80%</b>	<b>23,370.37</b>
<b>210-5-17-10 Economic Development</b>					
210-5-17-10-800.000 Appropriations to other a	9,250.00	7,803.70	1,446.30	84.36%	6,393.70
210-5-17-10-831.000 Special or New Programs	2,500.00	0.00	2,500.00	0.00%	-12,300.84
210-5-17-10-850.000 Community Events and Cele	17,500.00	14,827.88	2,672.12	84.73%	12,305.83
210-5-17-10-899.000 Matching Grant Funds	20,000.00	0.00	20,000.00	0.00%	0.00
<b>Total Economic Development</b>	<b>49,250.00</b>	<b>22,631.58</b>	<b>26,618.42</b>	<b>45.95%</b>	<b>6,398.69</b>
<b>210-5-25-10 Fire</b>					
210-5-25-10-120.000 Part Time Salaries	212,256.00	133,919.04	78,336.96	63.09%	13,722.07
210-5-25-10-210.000 Group Insurance	3,600.00	3,103.00	497.00	86.19%	0.00
210-5-25-10-220.000 Social Security	17,768.00	10,347.28	7,420.72	58.24%	1,068.15
210-5-25-10-260.000 Workers Comp Insurance	20,000.00	8,242.75	11,757.25	41.21%	0.00
210-5-25-10-290.000 Other Employee Benefits	2,064.00	867.00	1,197.00	42.01%	120.00
210-5-25-10-330.000 Professional Services	7,000.00	4,564.00	2,436.00	65.20%	1,932.00
210-5-25-10-430.000 R&M Vehicles & Equipment	32,250.00	14,417.21	17,832.79	44.70%	248.00
210-5-25-10-431.000 R&M Buildings & Grounds	0.00	759.23	-759.23	100.00%	0.00
210-5-25-10-500.000 Training, Conf, Dues	4,000.00	3,695.40	304.60	92.39%	375.00
210-5-25-10-505.000 Tech. Subs, Licenses	4,000.00	7,478.02	-3,478.02	186.95%	40.00
210-5-25-10-530.000 Communications	2,600.00	6,278.39	-3,678.39	241.48%	1,997.75
210-5-25-10-570.000 Other Purchased Services	11,000.00	3,979.36	7,020.64	36.18%	525.00
210-5-25-10-610.000 General Supplies	2,000.00	2,819.81	-819.81	140.99%	277.48
210-5-25-10-611.000 Small Tools and Equipment	1,500.00	172.00	1,328.00	11.47%	172.00
210-5-25-10-612.000 Uniforms	27,000.00	4,542.21	22,457.79	16.82%	376.78
210-5-25-10-613.000 Program Supplies	4,500.00	10,368.14	-5,868.14	230.40%	434.58
210-5-25-10-750.000 Machinery & Equipment	18,000.00	7,913.28	10,086.72	43.96%	864.66
210-5-25-10-920.000 Transfer btwn funds (capi	113,200.00	194,025.00	-80,825.00	171.40%	64,675.00
<b>Total Fire</b>	<b>482,738.00</b>	<b>417,491.12</b>	<b>65,246.88</b>	<b>86.48%</b>	<b>86,828.47</b>
<b>210-5-30-10 EJP Administration</b>					
210-5-30-10-110.000 Regular Salaries	343,451.00	271,493.67	71,957.33	79.05%	42,801.91
210-5-30-10-120.000 Part Time Salaries	0.00	3,328.60	-3,328.60	100.00%	786.22
210-5-30-10-130.000 Overtime	0.00	21.35	-21.35	100.00%	0.00
210-5-30-10-210.000 Group Insurance	151,475.00	101,583.52	49,891.48	67.06%	29,131.34
210-5-30-10-220.000 Social Security	26,409.00	21,103.14	5,305.86	79.91%	3,320.92
210-5-30-10-230.000 Retirement	33,508.00	23,951.00	9,557.00	71.48%	4,240.26
210-5-30-10-290.000 Other Employee Benefits	1,750.00	0.00	1,750.00	0.00%	0.00
210-5-30-10-330.000 Professional Services	5,820.00	9,155.50	-3,335.50	157.31%	799.00



## GENERAL FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-30-10-500.000 Training, Conf, Dues	6,098.00	1,735.28	4,362.72	28.46%	0.00
210-5-30-10-505.000 Tech. Subs, Licenses	4,440.00	8,804.85	-4,364.85	198.31%	558.84
210-5-30-10-530.000 Communications	9,485.00	11,745.00	-2,260.00	123.83%	165.00
210-5-30-10-540.000 Advertising	3,000.00	0.00	3,000.00	0.00%	0.00
210-5-30-10-550.000 Printing and Binding	0.00	6,281.30	-6,281.30	100.00%	0.00
210-5-30-10-561.000 CC Processing Fees	0.00	26.33	-26.33	100.00%	0.00
210-5-30-10-610.000 General Supplies	5,000.00	5,482.05	-482.05	109.64%	395.99
210-5-30-10-735.000 Tech: Equip/Hardware	6,000.00	0.00	6,000.00	0.00%	0.00
210-5-30-10-832.000 Scholarships	4,000.00	0.00	4,000.00	0.00%	0.00
<b>Total EJP Administration</b>	<b>600,436.00</b>	<b>464,711.59</b>	<b>135,724.41</b>	<b>77.40%</b>	<b>82,199.48</b>
<b>210-5-30-12 EJP Parks and Facilities</b>					
210-5-30-12-110.000 Regular Salaries	116,177.00	91,573.77	24,603.23	78.82%	14,228.55
210-5-30-12-120.000 Part Time Salaries	25,240.00	25,951.83	-711.83	102.82%	592.50
210-5-30-12-130.000 Overtime	0.00	2,114.52	-2,114.52	100.00%	299.82
210-5-30-12-210.000 Group Insurance	36,266.00	21,114.88	15,151.12	58.22%	6,387.11
210-5-30-12-220.000 Social Security	10,871.00	9,435.96	1,435.04	86.80%	1,184.82
210-5-30-12-230.000 Retirement	11,618.00	8,674.28	2,943.72	74.66%	1,362.84
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	6,000.00	10,091.45	-4,091.45	168.19%	0.00
210-5-30-12-431.000 R&M Buildings & Grounds	12,559.00	13,561.08	-1,002.08	107.98%	1,704.34
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	2,178.00	372.50	1,805.50	17.10%	0.00
210-5-30-12-500.000 Training, Conf, Dues	4,098.00	2,193.71	1,904.29	53.53%	0.00
210-5-30-12-610.000 General Supplies	20,495.00	14,502.92	5,992.08	70.76%	834.59
<b>Total EJP Parks and Facilities</b>	<b>246,702.00</b>	<b>200,086.90</b>	<b>46,615.10</b>	<b>81.10%</b>	<b>26,594.57</b>
<b>210-5-35-10 Brownell Library</b>					
210-5-35-10-110.000 Regular Salaries	395,708.00	296,644.37	99,063.63	74.97%	48,511.18
210-5-35-10-120.000 Part Time Salaries	108,328.00	76,766.27	31,561.73	70.86%	12,119.23
210-5-35-10-210.000 Group Insurance	160,273.00	71,858.80	88,414.20	44.84%	20,602.45
210-5-35-10-220.000 Social Security	38,720.00	28,614.22	10,105.78	73.90%	4,632.17
210-5-35-10-230.000 Retirement	38,526.00	30,768.40	7,757.60	79.86%	5,045.94
210-5-35-10-250.000 Unemployment Insurance	0.00	0.00	0.00	0.00%	-440.71
210-5-35-10-290.000 Other Employee Benefits	2,100.00	0.00	2,100.00	0.00%	0.00
210-5-35-10-340.000 Technical Services	4,000.00	2,550.00	1,450.00	63.75%	0.00
210-5-35-10-442.000 Rental Vehicles/Equip	2,500.00	1,993.12	506.88	79.72%	284.38
210-5-35-10-500.000 Training, Conf, Dues	4,000.00	3,357.91	642.09	83.95%	1,265.84
210-5-35-10-505.000 Tech. Subs, Licenses	10,500.00	5,969.10	4,530.90	56.85%	256.66
210-5-35-10-530.000 Communications	600.00	0.00	600.00	0.00%	0.00
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	1,493.15	1,506.85	49.77%	584.25
210-5-35-10-610.000 General Supplies	13,500.00	6,683.64	6,816.36	49.51%	415.89
210-5-35-10-640.201 Adult Collection	47,200.00	35,155.15	12,044.85	74.48%	4,332.41
210-5-35-10-640.202 Juvenile Collection	22,500.00	16,625.56	5,874.44	73.89%	2,328.39
210-5-35-10-735.000 Tech: Equip/Hardware	8,000.00	5,577.22	2,422.78	69.72%	4,642.62
210-5-35-10-750.000 Machinery & Equipment	5,000.00	4,992.73	7.27	99.85%	2,541.72
210-5-35-10-840.201 Adult Programs	1,000.00	340.13	659.87	34.01%	0.00



## GENERAL FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-35-10-840.202 Childrens Programs	4,500.00	2,843.85	1,656.15	63.20%	343.26
210-5-35-10-845.000 Employee/Volunteer Recogn	800.00	181.61	618.39	22.70%	0.00
210-5-35-10-890.000 Federal Grant Expenditure	0.00	5,751.69	-5,751.69	100.00%	176.24
<b>Total Brownell Library</b>	<b>871,455.00</b>	<b>598,166.92</b>	<b>273,288.08</b>	<b>68.64%</b>	<b>107,641.92</b>
<b>210-5-40-12 Highways</b>					
210-5-40-12-110.000 Regular Salaries	218,436.00	161,874.32	56,561.68	74.11%	25,654.50
210-5-40-12-120.000 Part Time Salaries	14,363.00	12,143.68	2,219.32	84.55%	766.25
210-5-40-12-130.000 Overtime	18,198.00	7,947.49	10,250.51	43.67%	1,095.30
210-5-40-12-210.000 Group Insurance	96,660.00	53,717.46	42,942.54	55.57%	18,888.66
210-5-40-12-220.000 Social Security	19,293.00	13,940.36	5,352.64	72.26%	2,091.02
210-5-40-12-230.000 Retirement	21,604.00	17,750.66	3,853.34	82.16%	3,964.89
210-5-40-12-250.000 Unemployment Insurance	500.00	704.79	-204.79	140.96%	532.45
210-5-40-12-260.000 Workers Comp Insurance	11,146.00	4,937.16	6,208.84	44.30%	0.00
210-5-40-12-290.000 Other Employee Benefits	1,190.00	0.00	1,190.00	0.00%	0.00
210-5-40-12-330.000 Professional Services	17,000.00	26,514.99	-9,514.99	155.97%	7,551.59
210-5-40-12-410.000 Water and Sewer Charges	2,500.00	1,674.51	825.49	66.98%	862.97
210-5-40-12-422.000 Snow Removal	15,000.00	0.00	15,000.00	0.00%	0.00
210-5-40-12-425.000 Trash Removal	9,000.00	9,894.33	-894.33	109.94%	609.40
210-5-40-12-430.000 R&M Vehicles & Equipment	36,000.00	98,959.48	-62,959.48	274.89%	25,127.36
210-5-40-12-431.000 R&M Buildings & Grounds	10,000.00	1,121.12	8,878.88	11.21%	155.00
210-5-40-12-441.000 Rental Land/Buildings	13,000.00	7,649.60	5,350.40	58.84%	0.00
210-5-40-12-442.000 Rental Vehicles/Equip	3,000.00	2,290.01	709.99	76.33%	74.43
210-5-40-12-451.000 Summer Construction Servi	280,000.00	231,039.89	48,960.11	82.51%	0.00
210-5-40-12-500.000 Training, Conf, Dues	1,000.00	34.95	965.05	3.50%	0.00
210-5-40-12-520.000 Insurance	14,650.00	8,010.57	6,639.43	54.68%	163.00
210-5-40-12-521.000 Insurance Deductibles	1,000.00	1,000.00	0.00	100.00%	0.00
210-5-40-12-530.000 Communications	4,000.00	2,896.17	1,103.83	72.40%	227.62
210-5-40-12-540.000 Advertising	500.00	1,358.60	-858.60	271.72%	210.60
210-5-40-12-571.000 Streetscape Maintenance	18,500.00	5,624.31	12,875.69	30.40%	453.02
210-5-40-12-572.000 Traffic Control	33,000.00	15,122.71	17,877.29	45.83%	216.80
210-5-40-12-573.000 Sidewalk and Curb Maint	6,000.00	0.00	6,000.00	0.00%	0.00
210-5-40-12-575.000 Storm Sewer Maintenance	25,000.00	11,878.05	13,121.95	47.51%	0.00
210-5-40-12-600.000 Salt, Sand and Gravel	135,000.00	164,174.48	-29,174.48	121.61%	54,572.41
210-5-40-12-605.000 Summer Construction Suppl	45,000.00	42,058.48	2,941.52	93.46%	1,083.94
210-5-40-12-610.000 General Supplies	30,000.00	15,784.30	14,215.70	52.61%	3,016.15
210-5-40-12-610.200 Streetlight Supplies	15,000.00	7,038.01	7,961.99	46.92%	0.00
210-5-40-12-612.000 Uniforms	6,500.00	3,536.61	2,963.39	54.41%	272.47
210-5-40-12-621.000 Natural Gas/Heating	4,104.00	3,125.07	978.93	76.15%	1,459.99
210-5-40-12-622.000 Electricity	4,200.00	20,317.67	-16,117.67	483.75%	13,253.51
210-5-40-12-622.200 Streetlight Electricity	134,000.00	79,142.05	54,857.95	59.06%	11,751.28
210-5-40-12-626.000 Gasoline	38,000.00	35,249.99	2,750.01	92.76%	6,005.49
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	1,200.00	8,800.00	12.00%	0.00
210-5-40-12-920.000 Transfer to Capital	145,700.00	0.00	145,700.00	0.00%	0.00
<b>Total Highways</b>	<b>1,465,044.00</b>	<b>1,069,711.87</b>	<b>395,332.13</b>	<b>73.02%</b>	<b>180,060.10</b>

## 210-5-40-13 Stormwater



## GENERAL FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-40-13-110.000 Regular Salaries	51,159.00	12,743.96	38,415.04	24.91%	2,085.36
210-5-40-13-210.000 Group Insurance	15,319.00	2,567.33	12,751.67	16.76%	794.85
210-5-40-13-220.000 Social Security	3,929.00	969.53	2,959.47	24.68%	158.86
210-5-40-13-230.000 Retirement	5,116.00	1,140.16	3,975.84	22.29%	174.78
210-5-40-13-250.000 Unemployment Insurance	35.00	70.48	-35.48	201.37%	65.00
210-5-40-13-260.000 Workers Comp Insurance	2,274.00	1,018.56	1,255.44	44.79%	0.00
210-5-40-13-290.000 Other Employee Benefits	186.00	0.00	186.00	0.00%	0.00
210-5-40-13-899.000 Matching Grant Funds	12,000.00	0.00	12,000.00	0.00%	0.00
<b>Total Stormwater</b>	<b>90,018.00</b>	<b>18,510.02</b>	<b>71,507.98</b>	<b>20.56%</b>	<b>3,278.85</b>
<b>210-5-41 Buildings</b>					
<b>210-5-41-20 2 Lincoln Street</b>					
210-5-41-20-400.000 Contracted Services	11,000.00	10,510.71	489.29	95.55%	289.95
210-5-41-20-410.000 Water and Sewer Charges	600.00	457.64	142.36	76.27%	240.60
210-5-41-20-431.000 R&M Buildings & Grounds	20,000.00	9,614.63	10,385.37	48.07%	1,100.87
210-5-41-20-530.000 Communications	5,000.00	7,099.23	-2,099.23	141.98%	1,854.60
210-5-41-20-610.000 General Supplies	1,500.00	632.29	867.71	42.15%	40.97
210-5-41-20-621.000 Natrual Gas/Heating	5,000.00	4,399.76	600.24	88.00%	1,817.02
210-5-41-20-622.000 Electricity	11,000.00	4,620.60	6,379.40	42.01%	1,167.99
210-5-41-20-755.000 Furniture and Fixtures	2,000.00	3,053.50	-1,053.50	152.68%	3,053.50
<b>Total 2 Lincoln Street</b>	<b>56,100.00</b>	<b>40,388.36</b>	<b>15,711.64</b>	<b>71.99%</b>	<b>9,565.50</b>
<b>210-5-41-21 Brownell Library</b>					
210-5-41-21-400.000 Contracted Services	30,000.00	19,540.24	10,459.76	65.13%	0.00
210-5-41-21-410.000 Water and Sewer Charges	600.00	154.93	445.07	25.82%	0.00
210-5-41-21-431.000 R&M Buildings & Grounds	20,000.00	16,578.26	3,421.74	82.89%	3,102.45
210-5-41-21-530.000 Communications	1,500.00	3,203.81	-1,703.81	213.59%	106.01
210-5-41-21-621.000 Natrual Gas/Heating	6,000.00	6,111.40	-111.40	101.86%	2,552.77
210-5-41-21-622.000 Electricity	13,700.00	9,652.24	4,047.76	70.45%	2,275.62
<b>Total Brownell Library</b>	<b>71,800.00</b>	<b>55,240.88</b>	<b>16,559.12</b>	<b>76.94%</b>	<b>8,036.85</b>
<b>210-5-41-22 Village Fire Station</b>					
210-5-41-22-400.000 Contracted Services	500.00	0.00	500.00	0.00%	0.00
210-5-41-22-410.000 Water and Sewer Charges	500.00	309.84	190.16	61.97%	158.65
210-5-41-22-431.000 R&M Buildings & Grounds	9,500.00	4,913.08	4,586.92	51.72%	84.14
210-5-41-22-530.000 Communications	2,200.00	517.78	1,682.22	23.54%	0.00
210-5-41-22-610.000 General Supplies	1,500.00	91.50	1,408.50	6.10%	0.00
210-5-41-22-621.000 Natrual Gas/Heating	3,500.00	3,917.68	-417.68	111.93%	1,852.02
210-5-41-22-622.000 Electricity	4,000.00	4,620.59	-620.59	115.51%	1,167.99
210-5-41-22-626.000 Gasoline	5,000.00	4,100.90	899.10	82.02%	484.18
<b>Total Village Fire Station</b>	<b>26,700.00</b>	<b>18,471.37</b>	<b>8,228.63</b>	<b>69.18%</b>	<b>3,746.98</b>
<b>210-5-41-23 Park Street School</b>					
210-5-41-23-400.000 Contracted Services	1,000.00	0.00	1,000.00	0.00%	0.00
210-5-41-23-410.000 Water and Sewer Charges	700.00	733.18	-33.18	104.74%	356.00
210-5-41-23-431.000 R&M Buildings & Grounds	0.00	817.00	-817.00	100.00%	0.00



## GENERAL FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
210-5-41-23-530.000 Communications	3,000.00	2,041.22	958.78	68.04%	250.53
210-5-41-23-621.000 Natrual Gas/Heating	3,000.00	3,222.39	-222.39	107.41%	1,071.35
210-5-41-23-622.000 Electricity	4,400.00	4,109.51	290.49	93.40%	712.91
<b>Total Park Street School</b>	<b>12,100.00</b>	<b>10,923.30</b>	<b>1,176.70</b>	<b>90.28%</b>	<b>2,390.79</b>
<b>210-5-41-26 Maple St. Park and Pool</b>					
210-5-41-26-400.000 Contracted Services	30,000.00	24,195.33	5,804.67	80.65%	2,851.13
210-5-41-26-410.000 Water and Sewer Charges	7,000.00	4,415.03	2,584.97	63.07%	2,003.09
210-5-41-26-431.000 R&M Buildings & Grounds	30,000.00	23,988.52	6,011.48	79.96%	0.00
210-5-41-26-530.000 Communications	6,500.00	6,587.20	-87.20	101.34%	764.14
210-5-41-26-621.000 Natrual Gas/Heating	6,500.00	6,684.60	-184.60	102.84%	1,832.24
210-5-41-26-622.000 Electricity	37,000.00	22,677.77	14,322.23	61.29%	2,952.16
210-5-41-26-626.000 Gasoline	1,500.00	1,673.35	-173.35	111.56%	0.00
<b>Total Maple St. Park and Pool</b>	<b>118,500.00</b>	<b>90,221.80</b>	<b>28,278.20</b>	<b>76.14%</b>	<b>10,402.76</b>
<b>Total Buildings</b>	<b>285,200.00</b>	<b>215,245.71</b>	<b>69,954.29</b>	<b>75.47%</b>	<b>34,142.88</b>
<b>210-5-90-00 Transfers and Misc.</b>					
210-5-90-00-640.201 Adult Collection replacem	0.00	632.02	-632.02	100.00%	254.32
210-5-90-00-640.202 Juvenile Collection repl	0.00	102.19	-102.19	100.00%	0.00
210-5-90-00-890.000 Federal Grant Expenditure	0.00	300.00	-300.00	100.00%	-176.24
210-5-90-00-920.000 Transfer btwn funds (capi	694,128.00	520,596.00	173,532.00	75.00%	173,532.00
210-5-90-00-922.000 Contribution to FB/Reserv	5,000.00	3,750.00	1,250.00	75.00%	1,250.00
210-5-90-00-991.000 Library Donation Expense	0.00	7,992.80	-7,992.80	100.00%	154.96
<b>Total Transfers and Misc.</b>	<b>699,128.00</b>	<b>533,373.01</b>	<b>165,754.99</b>	<b>76.29%</b>	<b>175,015.04</b>
<b>210-5-95-00 Debt Service</b>					
210-5-95-00-950.903 Capital Imp Principal	135,135.00	135,135.00	0.00	100.00%	0.00
210-5-95-00-955.903 Capital Imp Interest	60,415.00	60,489.15	-74.15	100.12%	29,255.87
<b>Total Debt Service</b>	<b>195,550.00</b>	<b>195,624.15</b>	<b>-74.15</b>	<b>100.04%</b>	<b>29,255.87</b>
<b>Total Expenditures</b>	<b>6,310,015.00</b>	<b>4,653,398.48</b>	<b>1,656,616.52</b>	<b>73.75%</b>	<b>880,295.42</b>
<b>Total GENERAL FUND</b>	<b>0.00</b>	<b>1,103,930.22</b>	<b>-1,103,930.22</b>	<b>-100.00%</b>	<b>1,624,765.61</b>



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JMorris

## TRUSTEE CAP IMP PROJECTS

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
-----	-----	-----	-----	-----	-----
220-4-00-00-010.000 Property Taxes	0.00	112,294.71	-112,294.71	100.00%	56,147.36
220-4-00-00-098.000 Misc Revenue	0.00	3,637.00	-3,637.00	100.00%	0.00
-----	-----	-----	-----	-----	-----
<b>Total Revenues</b>	<b>0.00</b>	<b>115,931.71</b>	<b>-115,931.71</b>	<b>100.00%</b>	<b>56,147.36</b>
-----	-----	-----	-----	-----	-----
220-5-00-00-720.002 1 Main; Road Res-Q	0.00	24,933.60	-24,933.60	100.00%	0.00
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<b>Total Expenditures</b>	<b>0.00</b>	<b>24,933.60</b>	<b>-24,933.60</b>	<b>100.00%</b>	<b>0.00</b>
-----	-----	-----	-----	-----	-----
<b>Total TRUSTEE CAP IMP PROJECTS</b>	<b>0.00</b>	<b>90,998.11</b>	<b>-90,998.11</b>	<b>-100.00%</b>	<b>56,147.36</b>
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## MEMORIAL PARK FUND

JMorris

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
<b>Total Revenues</b>	0.00	0.00	0.00	0.00%	0.00
<b>Total Expenditures</b>	0.00	0.00	0.00	0.00%	0.00
<b>Total MEMORIAL PARK FUND</b>	0.00	0.00	0.00	0.00%	0.00



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## ARPA Funds

Account	Budget	Actual	Budget Balance % of Budget	Pd to Date
-----	-----	-----	-----	-----
223-4-90-00-040.000 Federal Grant: ARPA	375,000.00	13,577.38	361,422.62 3.62%	0.00
<b>Total Revenues</b>	<b>375,000.00</b>	<b>13,577.38</b>	<b>361,422.62 3.62%</b>	<b>0.00</b>
-----	-----	-----	-----	-----
223-5-23-10-910.000 Transfer btwn funds (non-	375,000.00	294,827.38	80,172.62 78.62%	93,750.00
<b>Total Expenditures</b>	<b>375,000.00</b>	<b>294,827.38</b>	<b>80,172.62 78.62%</b>	<b>93,750.00</b>
-----	-----	-----	-----	-----
<b>Total ARPA Funds</b>	<b>0.00</b>	<b>-281,250.00</b>	<b>281,250.00 -100.00%</b>	<b>-93,750.00</b>
=====	=====	=====	=====	=====



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## Local Option Tax

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
-----	-----	-----	-----	-----	-----
224-4-00-00-015.000 LOT Revenue	0.00	240,799.90	-240,799.90	100.00%	0.00
-----	-----	-----	-----	-----	-----
<b>Total Revenues</b>	<b>0.00</b>	<b>240,799.90</b>	<b>-240,799.90</b>	<b>100.00%</b>	<b>0.00</b>
-----	-----	-----	-----	-----	-----
<b>Total Local Option Tax</b>	<b>0.00</b>	<b>240,799.90</b>	<b>-240,799.90</b>	<b>-100.00%</b>	<b>0.00</b>
=====	=====	=====	=====	=====	=====



## GEN FUND CAP RESERVE

Account	Budget				
	Budget	Actual	Balance	% of Budget	Pd to Date
-----					
230-4-00-00 Revenue					
230-4-00-00-055.000 Contributions/Assessments	15,600.00	0.00	15,600.00	0.00%	0.00
230-4-00-00-092.000 Transfer to Capital	531,585.00	398,688.75	132,896.25	75.00%	132,896.25
-----					
Total Revenue	547,185.00	398,688.75	148,496.25	72.86%	132,896.25
-----					
230-4-16-10-040.824 Cres. Connector	0.00	5,458.05	-5,458.05	100.00%	0.00
230-4-40-13-040.801 02140-84474-020 FEMA Dens	0.00	396,063.88	-396,063.88	100.00%	0.00
230-4-40-13-041.831 BR0865 Rosewood Lane	0.00	14,574.16	-14,574.16	100.00%	-2,000.00
-----					
Total Revenues	547,185.00	814,784.84	-267,599.84	148.90%	130,896.25
-----					
230-5-16-10-890.824 Cres. Connector	0.00	1,287,603.52	-1,287,603.52	100.00%	796,662.43
230-5-40-13-722.801 Densmore Dr non-FEMA	0.00	631,229.15	-631,229.15	100.00%	0.00
230-5-40-13-895.818 CCRPC UPWP Planning	0.00	997.94	-997.94	100.00%	0.00
230-5-40-13-895.830 BC2058 Brickyard Culvert	580,000.00	39,534.62	540,465.38	6.82%	4,874.68
-----					
Total Expenditures	580,000.00	1,959,365.23	-1,379,365.23	337.82%	801,537.11
-----					
Total GEN FUND CAP RESERVE	-32,815.00	-1,144,580.39	1,177,395.39	3,487.98%	-670,640.86
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## ROLLING STOCK FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
-----	-----	-----	-----	-----	-----
231-4-00-00-092.000 Transfer to Capital	258,900.00	194,025.00	64,875.00	74.94%	64,675.00
-----	-----	-----	-----	-----	-----
<b>Total Revenues</b>	<b>258,900.00</b>	<b>194,025.00</b>	<b>64,875.00</b>	<b>74.94%</b>	<b>64,675.00</b>
-----	-----	-----	-----	-----	-----
<b>Total Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
-----	-----	-----	-----	-----	-----
<b>Total ROLLING STOCK FUND</b>	<b>258,900.00</b>	<b>194,025.00</b>	<b>-452,925.00</b>	<b>74.94%</b>	<b>64,675.00</b>
=====	=====	=====	=====	=====	=====



## BUILDING MAINT FUND

Account	Budget		Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
-----	-----	-----	-----	-----	-----
232-4-00-00-091.832 Transfer btwn funds (non-	0.00	6,242.50	-6,242.50	100.00%	0.00
232-4-00-00-092.000 Transfer to Capital	50,000.00	37,500.00	12,500.00	75.00%	12,500.00
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<b>Total Revenues</b>	<b>50,000.00</b>	<b>43,742.50</b>	<b>6,257.50</b>	<b>87.49%</b>	<b>12,500.00</b>
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232-5-41-20-890.832 2 Lincoln Street Renovati	0.00	6,242.50	-6,242.50	100.00%	0.00
232-5-41-21-730.001 Roof	0.00	11,399.50	-11,399.50	100.00%	0.00
232-5-41-23-730.002 HVAC	0.00	5,500.00	-5,500.00	100.00%	0.00
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<b>Total Expenditures</b>	<b>0.00</b>	<b>23,142.00</b>	<b>-23,142.00</b>	<b>100.00%</b>	<b>0.00</b>
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<b>Total BUILDING MAINT FUND</b>	<b>50,000.00</b>	<b>20,600.50</b>	<b>-70,600.50</b>	<b>41.20%</b>	<b>12,500.00</b>
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## EJRP CAP RESERVE

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
-----	-----	-----	-----	-----	-----
233-4-00-00-092.000 Transfer to Capital	112,543.00	84,407.25	28,135.75	75.00%	28,135.75
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<b>Total Revenues</b>	<b>112,543.00</b>	<b>84,407.25</b>	<b>28,135.75</b>	<b>75.00%</b>	<b>28,135.75</b>
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233-5-00-00-721.001 Pedestrian Paths	9,723.00	40,975.00	-31,252.00	421.42%	0.00
233-5-00-00-730.002 Buildings & Facilities	5,320.00	0.00	5,320.00	0.00%	0.00
233-5-00-00-740.001 Landscaping	12,000.00	7,000.00	5,000.00	58.33%	0.00
233-5-00-00-740.002 Resurfacing	0.00	1,559.00	-1,559.00	100.00%	0.00
233-5-00-00-740.005 Park Amenitites	55,000.00	12,599.20	42,400.80	22.91%	0.00
233-5-00-00-740.006 Pool Improvements	5,000.00	0.00	5,000.00	0.00%	0.00
233-5-00-00-750.001 Maintenance Equipment	25,500.00	0.00	25,500.00	0.00%	0.00
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<b>Total Expenditures</b>	<b>112,543.00</b>	<b>62,133.20</b>	<b>50,409.80</b>	<b>55.21%</b>	<b>0.00</b>
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<b>Total EJRP CAP RESERVE</b>	<b>0.00</b>	<b>22,274.05</b>	<b>-22,274.05</b>	<b>-100.00%</b>	<b>28,135.75</b>
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## LAND ACQUISITION FUND

JMorris

Account	Budget				
	Budget	Actual	Balance	% of Budget	Pd to Date
<b>Total Revenues</b>	0.00	0.00	0.00	0.00%	0.00
<b>Total LAND ACQUISITION FUND</b>	0.00	0.00	0.00	0.00%	0.00



## WATER FUND

Account			Budget		
	Budget	Actual	Balance	% of Budget	Pd to Date
<b>254-4-54-20 Water Revenues</b>					
254-4-54-20-021.000 Water User Fees	1,320,757.00	1,238,997.28	81,759.72	93.81%	396,064.80
254-4-54-20-021.001 Water Large User Fees	110,000.00	85,905.05	24,094.95	78.10%	8,929.69
254-4-54-20-024.000 Utility Connection Fees	7,000.00	850.00	6,150.00	12.14%	550.00
254-4-54-20-060.000 Interest Income	800.00	0.00	800.00	0.00%	0.00
254-4-54-20-085.000 Penalties	5,000.00	4,071.36	928.64	81.43%	-57.83
254-4-54-20-098.000 Misc Revenue	150.00	3,615.89	-3,465.89	2,410.59%	105.00
<b>Total Water Revenues</b>	<b>1,443,707.00</b>	<b>1,333,439.58</b>	<b>110,267.42</b>	<b>92.36%</b>	<b>405,591.66</b>
<b>254-4-54-70 Nonoperating Revenues</b>					
254-4-54-70-021.400 Water Passthrough - Globa	0.00	1,999,202.79	-1,999,202.79	100.00%	206,519.38
254-4-54-70-092.000 Transfer to Capital	410,000.00	307,500.00	102,500.00	75.00%	102,500.00
<b>Total Nonoperating Revenues</b>	<b>410,000.00</b>	<b>2,306,702.79</b>	<b>-1,896,702.79</b>	<b>562.61%</b>	<b>309,019.38</b>
<b>Total Revenues</b>	<b>1,853,707.00</b>	<b>3,640,142.37</b>	<b>-1,786,435.37</b>	<b>196.37%</b>	<b>714,611.04</b>
<b>254-5-54-20 Operating Expenses</b>					
254-5-54-20-110.000 Regular Salaries	140,268.00	104,809.85	35,458.15	74.72%	17,175.25
254-5-54-20-120.000 Part Time Salaries	1,382.00	104.26	1,277.74	7.54%	0.00
254-5-54-20-130.000 Overtime	15,082.00	7,293.73	7,788.27	48.36%	1,509.30
254-5-54-20-210.000 Group Insurance	82,964.00	54,203.22	28,760.78	65.33%	22,202.16
254-5-54-20-220.000 Social Security	12,056.00	8,529.00	3,527.00	70.74%	1,418.10
254-5-54-20-230.000 Retirement	13,902.00	8,202.73	5,699.27	59.00%	1,036.60
254-5-54-20-250.000 Unemployment Insurance	190.00	281.92	-91.92	148.38%	171.58
254-5-54-20-260.000 Workers Comp Insurance	7,101.00	2,957.29	4,143.71	41.65%	0.00
254-5-54-20-290.000 Other Employee Benefits	875.00	0.00	875.00	0.00%	0.00
254-5-54-20-330.000 Professional Services	1,000.00	1,167.62	-167.62	116.76%	147.62
254-5-54-20-335.000 Audit	4,750.00	3,850.00	900.00	81.05%	0.00
254-5-54-20-410.000 Water and Sewer Charges	200.00	84.12	115.88	42.06%	43.38
254-5-54-20-411.000 CWD Water Purchase	559,534.00	435,055.85	124,478.15	77.75%	44,041.72
254-5-54-20-430.000 R&M Vehicles & Equipment	4,000.00	10,975.73	-6,975.73	274.39%	-168.37
254-5-54-20-433.000 R&M Infrastructure	16,000.00	34,332.50	-18,332.50	214.58%	10,500.00
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	125,960.00	94,470.00	31,490.00	75.00%	31,490.00
254-5-54-20-500.000 Training, Conf, Dues	3,000.00	573.00	2,427.00	19.10%	0.00
254-5-54-20-505.000 Tech. Subs, Licenses	1,000.00	2,950.82	-1,950.82	295.08%	0.00
254-5-54-20-520.000 Insurance	5,765.00	1,139.54	4,625.46	19.77%	0.00
254-5-54-20-530.000 Communications	2,500.00	3,052.90	-552.90	122.12%	1,896.31
254-5-54-20-550.000 Printing and Binding	2,000.00	0.00	2,000.00	0.00%	0.00
254-5-54-20-560.000 Postage	3,500.00	1,542.97	1,957.03	44.08%	514.88
254-5-54-20-610.000 General Supplies	7,000.00	10,370.71	-3,370.71	148.15%	10.22
254-5-54-20-612.000 Uniforms	1,350.00	927.93	422.07	68.74%	309.96
254-5-54-20-614.000 Meters and Parts	6,000.00	592.18	5,407.82	9.87%	0.00
254-5-54-20-621.000 Natural Gas/Heating	3,078.00	2,513.68	564.32	81.67%	1,009.55
254-5-54-20-622.000 Electricity	1,400.00	620.07	779.93	44.29%	189.09
254-5-54-20-626.000 Gasoline	3,000.00	1,585.75	1,414.25	52.86%	65.40
254-5-54-20-735.000 Tech: Equip/Hardware	2,700.00	459.52	2,240.48	17.02%	0.00



## WATER FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
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254-5-54-20-750.000 Machinery & Equipment	6,000.00	0.00	6,000.00	0.00%	0.00
254-5-54-20-920.000 Transfer btwn funds (capi	410,000.00	307,500.00	102,500.00	75.00%	102,500.00
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<b>Total Operating Expenses</b>	<b>1,443,707.00</b>	<b>1,100,146.89</b>	<b>343,560.11</b>	<b>76.20%</b>	<b>236,062.75</b>
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<b>254-5-54-70 NonOperating Expenses</b>					
254-5-54-70-411.400 CWD Water Purchase - Glob	0.00	1,986,749.52	-1,986,749.52	100.00%	206,519.38
254-5-54-70-723.003 Fairview Drive PRV	200,000.00	0.00	200,000.00	0.00%	0.00
254-5-54-70-723.004 Main St Water Line	0.00	97,409.77	-97,409.77	100.00%	63,729.40
254-5-54-70-723.005 Iriquois Ave Water Line	32,430.00	0.00	32,430.00	0.00%	0.00
254-5-54-70-750.001 Meter Replacement Program	0.00	7,461.41	-7,461.41	100.00%	1,671.00
254-5-54-70-750.005 Backhoe	114,333.00	0.00	114,333.00	0.00%	0.00
254-5-54-70-751.001 Pickup Truck	41,527.00	0.00	41,527.00	0.00%	0.00
254-5-54-70-955.000 Bond Interest Expense	0.00	49,852.89	-49,852.89	100.00%	6,422.02
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<b>Total NonOperating Expenses</b>	<b>388,290.00</b>	<b>2,141,473.59</b>	<b>-1,753,183.59</b>	<b>551.51%</b>	<b>278,341.80</b>
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<b>Total Expenditures</b>	<b>1,831,997.00</b>	<b>3,241,620.48</b>	<b>-1,409,623.48</b>	<b>176.94%</b>	<b>514,404.55</b>
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<b>Total WATER FUND</b>	<b>21,710.00</b>	<b>398,521.89</b>	<b>-420,231.89</b>	<b>1,835.66%</b>	<b>200,206.49</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	921,161.00	871,649.35	49,511.65	94.63%	288,967.45
255-4-55-30-022.001 Village: Septage Discharg	20,000.00	44,404.40	-24,404.40	222.02%	2,520.25
255-4-55-30-022.002 Village: Leachate Revenue	500.00	1,653.08	-1,153.08	330.62%	111.61
255-4-55-30-025.001 Tri-Town: WWTF Charge - E	649,661.00	487,245.77	162,415.23	75.00%	54,138.42
255-4-55-30-025.002 Tri-Town: WWTF Charge - W	853,286.00	640,079.94	213,206.06	75.01%	0.00
255-4-55-30-025.003 Tri-Town: Septage	10,000.00	0.00	10,000.00	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%	9,000.00
255-4-55-30-085.000 Penalties	3,500.00	2,852.84	647.16	81.51%	-35.93
<b>Total Operating Revenue</b>	<b>2,494,208.00</b>	<b>2,074,885.38</b>	<b>419,322.62</b>	<b>83.19%</b>	<b>354,701.80</b>
<b>255-4-55-70 Nonoperating Revenues</b>					
255-4-55-70-042.008 Essex Debt Payment	0.00	288,199.45	-288,199.45	100.00%	0.00
255-4-55-70-042.009 Williston Debt Payment	0.00	291,846.50	-291,846.50	100.00%	285,579.45
255-4-55-70-042.010 Essex Jct. Debt Payment	0.00	290,819.44	-290,819.44	100.00%	0.00
255-4-55-70-092.000 Transfer to Capital	420,000.00	315,000.00	105,000.00	75.00%	105,000.00
<b>Total Nonoperating Revenues</b>	<b>420,000.00</b>	<b>1,185,865.39</b>	<b>-765,865.39</b>	<b>282.35%</b>	<b>390,579.45</b>
<b>Total Revenues</b>	<b>2,914,208.00</b>	<b>3,260,750.77</b>	<b>-346,542.77</b>	<b>111.89%</b>	<b>745,281.25</b>
<b>255-5-55-30 Operating Expenses</b>					
255-5-55-30-110.000 Regular Salaries	445,885.00	339,609.80	106,275.20	76.17%	53,081.74
255-5-55-30-120.000 Part Time Salaries	0.00	-150.41	150.41	100.00%	0.00
255-5-55-30-130.000 Overtime	50,000.00	31,551.34	18,448.66	63.10%	4,596.65
255-5-55-30-210.000 Group Insurance	178,057.00	75,141.49	102,915.51	42.20%	20,767.21
255-5-55-30-220.000 Social Security	38,102.00	28,565.62	9,536.38	74.97%	4,438.73
255-5-55-30-230.000 Retirement	44,364.00	31,701.75	12,662.25	71.46%	5,009.56
255-5-55-30-250.000 Unemployment Insurance	720.00	1,057.19	-337.19	146.83%	629.10
255-5-55-30-260.000 Workers Comp Insurance	22,462.00	8,511.15	13,950.85	37.89%	0.00
255-5-55-30-290.000 Other Employee Benefits	2,159.00	0.00	2,159.00	0.00%	0.00
255-5-55-30-320.000 Legal Services	3,000.00	1,655.00	1,345.00	55.17%	0.00
255-5-55-30-330.000 Professional Services	5,500.00	16,954.64	-11,454.64	308.27%	4,238.27
255-5-55-30-335.000 Audit	4,500.00	3,675.00	825.00	81.67%	0.00
255-5-55-30-340.000 Technical Services	40,000.00	38,808.64	1,191.36	97.02%	85.00
255-5-55-30-410.000 Water and Sewer Charges	4,000.00	2,039.75	1,960.25	50.99%	1,021.13
255-5-55-30-421.000 Grit Disposal	16,000.00	9,056.55	6,943.45	56.60%	1,189.45
255-5-55-30-430.000 R&M Vehicles & Equipment	4,000.00	2,354.51	1,645.49	58.86%	34.94
255-5-55-30-442.000 Rental Vehicles/Equip	0.00	1,007.96	-1,007.96	100.00%	106.80
255-5-55-30-491.000 Administrative Fees	62,980.00	47,235.00	15,745.00	75.00%	15,745.00
255-5-55-30-500.000 Training, Conf, Dues	7,500.00	4,557.50	2,942.50	60.77%	415.70
255-5-55-30-505.000 Tech. Subs, Licenses	1,925.00	13,461.91	-11,536.91	699.32%	51.00
255-5-55-30-510.000 Permits, Licenses, Reg	9,900.00	2,875.00	7,025.00	29.04%	0.00
255-5-55-30-520.000 Insurance	38,605.00	20,864.71	17,740.29	54.05%	0.00
255-5-55-30-530.000 Communications	6,400.00	6,535.09	-135.09	102.11%	831.95
255-5-55-30-567.000 Biosolids Land Applicatio	190,000.00	83,735.00	106,265.00	44.07%	0.00



## WASTEWATER FUND

Account			Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
255-5-55-30-568.000 Biosolids Subcontractor	150,000.00	93,814.52	56,185.48	62.54%	11,420.54
255-5-55-30-570.000 Other Purchased Services	130,000.00	86,903.13	43,096.87	66.85%	2,040.81
255-5-55-30-610.000 General Supplies	10,000.00	6,590.63	3,409.37	65.91%	647.42
255-5-55-30-612.000 Uniforms	5,000.00	3,324.27	1,675.73	66.49%	157.00
255-5-55-30-618.000 Laboratory Supplies	20,000.00	15,139.24	4,860.76	75.70%	4,498.06
255-5-55-30-619.000 Chemicals	355,000.00	359,361.74	-4,361.74	101.23%	43,443.35
255-5-55-30-621.000 Natural Gas/Heating	25,650.00	19,566.58	6,083.42	76.28%	7,566.27
255-5-55-30-622.000 Electricity	175,000.00	144,523.82	30,476.18	82.59%	19,817.44
255-5-55-30-626.000 Gasoline	3,500.00	2,983.53	516.47	85.24%	223.86
255-5-55-30-920.000 Transfer btwn funds (capi	420,000.00	315,000.00	105,000.00	75.00%	105,000.00
<b>Total Operating Expenses</b>	<b>2,470,209.00</b>	<b>1,818,011.65</b>	<b>652,197.35</b>	<b>73.60%</b>	<b>307,056.98</b>
<b>255-5-55-70 Nonoperating Expenses</b>					
255-5-55-70-722.012 Phlo Final Phase	0.00	25,096.39	-25,096.39	100.00%	0.00
255-5-55-70-722.013 Cogen	0.00	52,714.37	-52,714.37	100.00%	0.00
255-5-55-70-730.001 Energy Conservation	0.00	181,717.76	-181,717.76	100.00%	28,624.98
255-5-55-70-955.001 ARRA Loan-AR1-004 Admin	0.00	396.20	-396.20	100.00%	0.00
255-5-55-70-955.002 RZEDB Interest	0.00	37,411.23	-37,411.23	100.00%	18,263.48
255-5-55-70-955.003 CWSRF RF1-148 Admin Fee	0.00	191,387.83	-191,387.83	100.00%	0.00
<b>Total Nonoperating Expenses</b>	<b>0.00</b>	<b>488,723.78</b>	<b>-488,723.78</b>	<b>100.00%</b>	<b>46,888.46</b>
<b>Total Expenditures</b>	<b>2,470,209.00</b>	<b>2,306,735.43</b>	<b>163,473.57</b>	<b>93.38%</b>	<b>353,945.44</b>
<b>Total WASTEWATER FUND</b>	<b>443,999.00</b>	<b>954,015.34</b>	<b>-1,398,014.34</b>	<b>214.87%</b>	<b>391,335.81</b>



## SANITATION FUND

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	700,325.00	687,320.49	13,004.51	98.14%	224,721.32
256-4-56-40-023.001 Essex Pump Station Fees	35,625.00	11,453.30	24,171.70	32.15%	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	5,000.00	25,000.00	16.67%	2,000.00
256-4-56-40-060.000 Interest Income	5,000.00	0.00	5,000.00	0.00%	0.00
256-4-56-40-085.000 Penalties	2,500.00	2,277.27	222.73	91.09%	-25.16
256-4-56-40-098.000 Misc Revenue	3,000.00	1,952.71	1,047.29	65.09%	0.00
<b>Total Operating Revenues</b>	<b>791,450.00</b>	<b>708,003.77</b>	<b>83,446.23</b>	<b>89.46%</b>	<b>226,696.16</b>
<b>256-4-56-70 Nonoperating Revenues</b>					
256-4-56-70-042.007 WWTF Capacity Sale	0.00	141,300.00	-141,300.00	100.00%	141,300.00
256-4-56-70-092.000 Transfer to Capital	95,000.00	71,250.00	23,750.00	75.00%	23,750.00
<b>Total Nonoperating Revenues</b>	<b>95,000.00</b>	<b>212,550.00</b>	<b>-117,550.00</b>	<b>223.74%</b>	<b>165,050.00</b>
<b>Total Revenues</b>	<b>886,450.00</b>	<b>920,553.77</b>	<b>-34,103.77</b>	<b>103.85%</b>	<b>391,746.16</b>
<b>256-5-56-40 Operating Expenses</b>					
256-5-56-40-110.000 Regular Salaries	124,788.00	99,545.03	25,242.97	79.77%	15,378.32
256-5-56-40-120.000 Part Time Salaries	1,382.00	104.26	1,277.74	7.54%	0.00
256-5-56-40-130.000 Overtime	13,574.00	10,376.18	3,197.82	76.44%	2,242.52
256-5-56-40-210.000 Group Insurance	63,266.00	54,715.14	8,550.86	86.48%	17,210.23
256-5-56-40-220.000 Social Security	10,755.00	8,421.42	2,333.58	78.30%	1,348.00
256-5-56-40-230.000 Retirement	12,356.00	8,199.86	4,156.14	66.36%	978.96
256-5-56-40-250.000 Unemployment Insurance	190.00	281.92	-91.92	148.38%	170.50
256-5-56-40-260.000 Workers Comp Insurance	6,330.00	2,706.16	3,623.84	42.75%	0.00
256-5-56-40-290.000 Other Employee Benefits	840.00	0.00	840.00	0.00%	0.00
256-5-56-40-330.000 Professional Services	1,000.00	1,647.28	-647.28	164.73%	597.62
256-5-56-40-335.000 Audit	2,500.00	2,100.00	400.00	84.00%	0.00
256-5-56-40-410.000 Water and Sewer Charges	500.00	233.74	266.26	46.75%	119.95
256-5-56-40-430.000 R&M Vehicles & Equipment	2,000.00	405.78	1,594.22	20.29%	0.00
256-5-56-40-431.000 R&M Buildings & Grounds	14,000.00	8,050.25	5,949.75	57.50%	2,185.48
256-5-56-40-433.000 R&M Infrastructure	6,000.00	3,993.96	2,006.04	66.57%	0.00
256-5-56-40-434.001 Susie Wilson PS Costs	15,000.00	6,335.71	8,664.29	42.24%	1,333.07
256-5-56-40-434.002 West Street PS Costs	17,000.00	5,864.86	11,135.14	34.50%	1,620.36
256-5-56-40-441.000 Rental Land/Buildings	1,700.00	4,707.87	-3,007.87	276.93%	0.00
256-5-56-40-491.000 Administrative Fees	161,960.00	121,470.00	40,490.00	75.00%	22,490.00
256-5-56-40-500.000 Training, Conf, Dues	200.00	92.00	108.00	46.00%	0.00
256-5-56-40-505.000 Tech. Subs, Licenses	750.00	1,756.93	-1,006.93	234.26%	0.00
256-5-56-40-520.000 Insurance	3,457.00	887.65	2,569.35	25.68%	0.00
256-5-56-40-521.000 Insurance Deductibles	1,000.00	0.00	1,000.00	0.00%	0.00
256-5-56-40-560.000 Postage	5,750.00	3,101.55	2,648.45	53.94%	1,045.37
256-5-56-40-610.000 General Supplies	1,000.00	2,347.67	-1,347.67	234.77%	122.76
256-5-56-40-612.000 Uniforms	1,350.00	1,513.54	-163.54	112.11%	0.00
256-5-56-40-621.000 Natural Gas/Heating	2,052.00	1,030.12	1,021.88	50.20%	403.70
256-5-56-40-622.000 Electricity	14,000.00	6,477.42	7,522.58	46.27%	2,125.17



## SANITATION FUND

Account			Budget		Pd to Date
	Budget	Actual	Balance	% of Budget	
256-5-56-40-626.000 Gasoline	4,000.00	3,913.92	86.08	97.85%	436.40
256-5-56-40-735.000 Tech: Equip/Hardware	3,000.00	0.00	3,000.00	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	95,000.00	71,250.00	23,750.00	75.00%	23,750.00
<b>Total Operating Expenses</b>	<b>591,700.00</b>	<b>431,530.22</b>	<b>160,169.78</b>	<b>72.93%</b>	<b>93,558.41</b>
<b>256-5-56-70 Nonoperating Expenses</b>					
256-5-56-70-722.001 Manhole Rehab	40,000.00	0.00	40,000.00	0.00%	0.00
256-5-56-70-722.004 South St PS Pump	40,000.00	13,635.80	26,364.20	34.09%	0.00
256-5-56-70-722.005 Maple/River/West St PS	0.00	11,607.00	-11,607.00	100.00%	795.00
256-5-56-70-750.001 Meter Replacement Program	0.00	14,922.34	-14,922.34	100.00%	3,342.00
256-5-56-70-910.000 Transfer to WWTF	0.00	290,819.44	-290,819.44	100.00%	0.00
256-5-56-70-955.001 ARRA Loan-AR1-004 Admin	0.00	2,433.82	-2,433.82	100.00%	0.00
<b>Total Nonoperating Expenses</b>	<b>80,000.00</b>	<b>333,418.40</b>	<b>-253,418.40</b>	<b>416.77%</b>	<b>4,137.00</b>
<b>Total Expenditures</b>	<b>671,700.00</b>	<b>764,948.62</b>	<b>-93,248.62</b>	<b>113.88%</b>	<b>97,695.41</b>
<b>Total SANITATION FUND</b>	<b>214,750.00</b>	<b>155,605.15</b>	<b>-370,355.15</b>	<b>72.46%</b>	<b>294,050.75</b>



04/12/23

## Town of Essex General Ledger

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01:30 pm

Current Yr Pd: 9 Year Budget Status Report

JMorris

## SENIOR CENTER FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
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258-4-33-13-020.310 Senior Center Payments	5,900.00	4,998.66	901.34	84.72%	0.00
258-4-33-13-050.000 Donation Revenue	2,000.00	5,050.00	-3,050.00	252.50%	0.00
258-4-33-13-050.002 Fund Raising Revenue	3,000.00	236.00	2,764.00	7.87%	0.00
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<b>Total Revenues</b>	<b>10,900.00</b>	<b>10,284.66</b>	<b>615.34</b>	<b>94.35%</b>	<b>0.00</b>
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258-5-33-13-330.000 Professional Services	3,600.00	1,958.44	1,641.56	54.40%	21.17
258-5-33-13-431.000 R&M Buildings & Grounds	1,000.00	0.00	1,000.00	0.00%	0.00
258-5-33-13-442.000 Rental Vehicles/Equip	1,230.00	1,649.41	-419.41	134.10%	177.10
258-5-33-13-610.000 General Supplies	1,000.00	636.78	363.22	63.68%	29.56
258-5-33-13-830.000 Regular Programs	4,000.00	4,789.05	-789.05	119.73%	1,131.02
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<b>Total Expenditures</b>	<b>10,830.00</b>	<b>9,033.68</b>	<b>1,796.32</b>	<b>83.41%</b>	<b>1,358.85</b>
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<b>Total SENIOR CENTER FUND</b>	<b>70.00</b>	<b>1,250.98</b>	<b>-1,320.98</b>	<b>1,787.11%</b>	<b>-1,358.85</b>
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## EJRP PPROGRAMS FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
259-4-30-10-040.000 Federal Grant Revenue	0.00	21,750.00	-21,750.00	100.00%	0.00
259-4-30-10-040.832 Federal Grant Rev - ARPA	0.00	229,710.00	-229,710.00	100.00%	0.00
259-4-30-11-020.304 Pool Day Admissions	72,444.00	65,327.85	7,116.15	90.18%	1,375.00
259-4-30-11-020.305 Pool Memberships	43,296.00	7,456.50	35,839.50	17.22%	0.00
259-4-30-11-020.306 Swim Lessons	51,924.00	4,473.00	47,451.00	8.61%	112.00
259-4-30-12-020.308 Facility & Field Rental	12,549.00	17,318.50	-4,769.50	138.01%	5,375.00
259-4-30-12-050.000 Donations	0.00	960.00	-960.00	100.00%	0.00
259-4-30-14-020.311 Youth Programs	203,155.00	190,017.81	13,137.19	93.53%	530.00
259-4-30-14-020.312 Adult Programs	129,663.00	95,237.75	34,425.25	73.45%	1,393.00
259-4-30-14-050.000 Donation Revenue	26,550.00	1,350.00	25,200.00	5.08%	0.00
259-4-30-15-020.313 Childcare - AS	1,247,624.00	894,478.18	353,145.82	71.69%	24,977.59
259-4-30-15-020.315 Shared Staffing Contract	138,924.00	0.00	138,924.00	0.00%	0.00
259-4-30-16-020.313 Childcare - PS	397,508.00	263,362.52	134,145.48	66.25%	4,682.24
259-4-30-17-020.313 Childcare - DC	538,825.00	348,366.60	190,458.40	64.65%	1,163.00
<b>Total Revenues</b>	<b>2,862,462.00</b>	<b>2,139,808.71</b>	<b>722,653.29</b>	<b>74.75%</b>	<b>39,607.83</b>
<b>259-5-30-10 Administration</b>					
259-5-30-10-110.000 Regular Salaries	51,064.00	37,512.40	13,551.60	73.46%	5,892.00
259-5-30-10-120.000 Part Time Salaries	0.00	448.41	-448.41	100.00%	0.00
259-5-30-10-210.000 Group Insurance	24,865.00	0.00	24,865.00	0.00%	0.00
259-5-30-10-220.000 Social Security	3,906.00	3,136.16	769.84	80.29%	503.64
259-5-30-10-230.000 Retirement	4,085.00	3,094.77	990.23	75.76%	486.09
259-5-30-10-250.000 Unemployment	0.00	0.00	0.00	0.00%	-3,297.78
259-5-30-10-260.000 Workers Comp Insurance	40,552.00	21,912.06	18,639.94	54.03%	0.00
259-5-30-10-330.000 Professional Services	6,000.00	3,980.00	2,020.00	66.33%	1,500.00
259-5-30-10-442.000 Rental Vehicles/Equip	2,135.00	5,344.55	-3,209.55	250.33%	574.06
259-5-30-10-500.000 Training, Conf, Dues	15,549.00	14,347.68	1,201.32	92.27%	0.00
259-5-30-10-550.000 Printing and Binding	22,220.00	9,674.00	12,546.00	43.54%	3,505.00
259-5-30-10-560.000 Postage	6,953.00	5,538.09	1,414.91	79.65%	1,822.65
259-5-30-10-561.000 CC Processing Fees	0.00	34,945.47	-34,945.47	100.00%	0.00
<b>Total Administration</b>	<b>177,329.00</b>	<b>139,933.59</b>	<b>37,395.41</b>	<b>78.91%</b>	<b>10,985.66</b>
<b>259-5-30-11 Pool</b>					
259-5-30-11-120.000 Part Time Salaries	108,694.00	65,510.23	43,183.77	60.27%	0.00
259-5-30-11-130.000 Overtime	0.00	6,061.72	-6,061.72	100.00%	0.00
259-5-30-11-220.000 Social Security	8,316.00	5,475.25	2,840.75	65.84%	0.00
259-5-30-11-330.000 Professional Services	6,580.00	1,109.00	5,471.00	16.85%	0.00
259-5-30-11-410.000 Water and Sewer Charges	2,701.00	1,876.77	824.23	69.48%	0.00
259-5-30-11-431.000 R&M Buildings & Grounds	25,887.00	20,504.94	5,382.06	79.21%	0.00
259-5-30-11-610.000 General Supplies	5,640.00	891.24	4,748.76	15.80%	0.00
<b>Total Pool</b>	<b>157,818.00</b>	<b>101,429.15</b>	<b>56,388.85</b>	<b>64.27%</b>	<b>0.00</b>
<b>259-5-30-12 Parks and Facilities</b>					
259-5-30-12-120.000 Part Time Salaries	7,922.00	4,015.74	3,906.26	50.69%	0.00
259-5-30-12-220.000 Social Security	606.00	307.21	298.79	50.69%	0.00
259-5-30-12-330.000 Professional Services	13,110.00	6,858.01	6,251.99	52.31%	0.00



## EJRP PPROGRAMS FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
259-5-30-12-442.000 Rental Vehicles/Equip	7,200.00	6,368.36	831.64	88.45%	0.00
259-5-30-12-500.000 Training, Conf, Dues	4,000.00	4,944.02	-944.02	123.60%	0.00
259-5-30-12-530.000 Communications	1,320.00	990.00	330.00	75.00%	110.00
259-5-30-12-610.000 General Supplies	0.00	137.76	-137.76	100.00%	0.00
259-5-30-12-830.000 Regular Programs	0.00	621.00	-621.00	100.00%	0.00
<b>Total Parks and Facilities</b>	<b>34,158.00</b>	<b>24,242.10</b>	<b>9,915.90</b>	<b>70.97%</b>	<b>110.00</b>
<b>259-5-30-14 Recreation Programs</b>					
259-5-30-14-110.000 Regular Salaries	0.00	4,626.37	-4,626.37	100.00%	0.00
259-5-30-14-120.000 Part Time Salaries	14,400.00	9,721.03	4,678.97	67.51%	709.15
259-5-30-14-220.000 Social Security	1,102.00	1,093.74	8.26	99.25%	54.26
259-5-30-14-330.000 Professional Services	241,880.00	258,106.98	-16,226.98	106.71%	83,810.54
259-5-30-14-410.000 Water and Sewer Charges	800.00	648.52	151.48	81.07%	0.00
259-5-30-14-431.000 R&M Buildings & Grounds	800.00	0.00	800.00	0.00%	0.00
259-5-30-14-441.000 Rental Land/Buildings	600.00	0.00	600.00	0.00%	0.00
259-5-30-14-442.000 Rental Vehicles/Equip	900.00	2,817.69	-1,917.69	313.08%	0.00
259-5-30-14-500.000 Training, Conf, Dues	750.00	0.00	750.00	0.00%	0.00
259-5-30-14-540.000 Advertising	200.00	0.00	200.00	0.00%	0.00
259-5-30-14-610.000 General Supplies	30,610.00	38,078.04	-7,468.04	124.40%	14,565.87
259-5-30-14-831.000 Special or New Programs	2,912.00	0.00	2,912.00	0.00%	0.00
259-5-30-14-850.150 Memorial Day Parade	0.00	206.95	-206.95	100.00%	0.00
<b>Total Recreation Programs</b>	<b>294,954.00</b>	<b>315,299.32</b>	<b>-20,345.32</b>	<b>106.90%</b>	<b>99,139.82</b>
<b>259-5-30-15 After School Care</b>					
259-5-30-15-110.000 Regular Salaries	483,791.00	331,844.20	151,946.80	68.59%	55,449.43
259-5-30-15-120.000 Part Time Salaries	390,955.00	248,852.05	142,102.95	63.65%	53,471.25
259-5-30-15-130.000 Overtime	0.00	6,518.12	-6,518.12	100.00%	913.90
259-5-30-15-210.000 Group Insurance	95,989.00	76,997.48	18,991.52	80.21%	22,206.08
259-5-30-15-220.000 Social Security	64,612.00	44,720.85	19,891.15	69.21%	8,377.17
259-5-30-15-230.000 Retirement	44,165.00	34,377.83	9,787.17	77.84%	5,333.08
259-5-30-15-290.000 Other Employee Benefits	4,200.00	0.00	4,200.00	0.00%	0.00
259-5-30-15-330.000 Professional Services	31,480.00	20,379.32	11,100.68	64.74%	1,666.00
259-5-30-15-500.000 Training, Conf, Dues	36,940.00	11,908.12	25,031.88	32.24%	1,639.22
259-5-30-15-530.000 Communications	5,700.00	9,539.75	-3,839.75	167.36%	1,018.09
259-5-30-15-580.000 Travel	54,380.00	15,570.22	38,809.78	28.63%	3,783.00
259-5-30-15-610.000 General Supplies	53,286.00	52,936.99	349.01	99.35%	6,388.40
259-5-30-15-626.000 Gasoline	2,650.00	1,227.63	1,422.37	46.33%	202.25
259-5-30-15-975.000 Interest Expense - Leases	17,306.00	0.00	17,306.00	0.00%	0.00
<b>Total After School Care</b>	<b>1,285,454.00</b>	<b>854,872.56</b>	<b>430,581.44</b>	<b>66.50%</b>	<b>160,447.87</b>
<b>259-5-30-16 Preschool</b>					
259-5-30-16-110.000 Regular Salaries	203,065.00	159,944.36	43,120.64	78.77%	26,787.73
259-5-30-16-120.000 Part Time Salaries	37,480.00	20,518.42	16,961.58	54.74%	543.90
259-5-30-16-130.000 Overtime	0.00	234.77	-234.77	100.00%	108.23
259-5-30-16-210.000 Group Insurance	112,206.00	59,854.30	52,351.70	53.34%	18,985.42
259-5-30-16-220.000 Social Security	18,509.00	13,646.15	4,862.85	73.73%	2,048.70
259-5-30-16-230.000 Retirement	20,307.00	10,965.29	9,341.71	54.00%	1,079.28



## EJRP PPROGRAMS FUND

Account	Budget	Actual	Budget Balance	% of Budget	Pd to Date
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259-5-30-16-290.000 Other Employee Benefits	1,400.00	0.00	1,400.00	0.00%	0.00
259-5-30-16-330.000 Professional Services	3,114.00	6,365.92	-3,251.92	204.43%	0.00
259-5-30-16-500.000 Training, Conf, Dues	5,100.00	5,057.71	42.29	99.17%	0.00
259-5-30-16-580.000 Travel	1,728.00	0.00	1,728.00	0.00%	0.00
259-5-30-16-610.000 General Supplies	4,500.00	10,140.27	-5,640.27	225.34%	5,073.50
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<b>Total Preschool</b>	<b>407,409.00</b>	<b>286,727.19</b>	<b>120,681.81</b>	<b>70.38%</b>	<b>54,626.76</b>
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<b>259-5-30-17 Summer Day Camps</b>					
259-5-30-17-110.000 Regular Salaries	60,195.00	10,513.59	49,681.41	17.47%	0.00
259-5-30-17-120.000 Part Time Salaries	308,642.00	219,942.63	88,699.37	71.26%	0.00
259-5-30-17-130.000 Overtime	0.00	11,704.72	-11,704.72	100.00%	0.00
259-5-30-17-220.000 Social Security	28,215.00	18,605.90	9,609.10	65.94%	0.00
259-5-30-17-330.000 Professional Services	8,905.00	18,892.64	-9,987.64	212.16%	0.00
259-5-30-17-580.000 Travel	72,240.00	55,278.02	16,961.98	76.52%	0.00
259-5-30-17-610.000 General Supplies	26,515.00	9,037.23	17,477.77	34.08%	263.93
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<b>Total Summer Day Camps</b>	<b>504,712.00</b>	<b>343,974.73</b>	<b>160,737.27</b>	<b>68.15%</b>	<b>263.93</b>
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<b>259-5-30-19 Rec Kids</b>					
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<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>2,861,834.00</b>	<b>2,066,478.64</b>	<b>795,355.36</b>	<b>72.21%</b>	<b>325,574.04</b>
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<b>Total EJRP PPROGRAMS FUND</b>	<b>628.00</b>	<b>73,330.07</b>	<b>-73,958.07</b>	<b>11,676.76%</b>	<b>-285,966.21</b>
=====	=====	=====	=====	=====	=====
<b>Total All Funds</b>	<b>957,242.00</b>	<b>1,829,520.82</b>	<b>-2,786,762.82</b>	<b>191.12%</b>	<b>1,620,100.85</b>
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**Arbor Day Foundation®**

211 N. 12th St. • Lincoln, NE 68508 • 888-448-7337 • [arborday.org](http://arborday.org)

*We inspire people to plant, nurture, and celebrate trees.*

City Manager Regina Mahony  
2 Lincoln Street  
Essex Junction, VT 05452

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Essex Junction on earning recognition as a 2022 Tree City USA. Residents of Essex Junction should be proud to live in a community that makes the planting and care of trees a priority.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Essex Junction is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Essex Junction has taken steps to create a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Essex Junction. Thank you, again, for your efforts.

Best Regards,

Dan Lambe  
Arbor Day Foundation Chief Executive





**Arbor Day Foundation®**

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FOR IMMEDIATE RELEASE

Contact:

Jasmine Putney  
Arbor Day Foundation  
402-216-9307  
[jputney@arborday.org](mailto:jputney@arborday.org)

*We inspire people to plant, nurture, and celebrate trees.*

## Arbor Day Foundation Names Essex Junction a 2022 Tree City USA®

LINCOLN, Nebraska (4/3/2023) – Essex Junction was named a 2022 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

Essex Junction achieved Tree City USA recognition by meeting the program's four requirements: maintaining a tree board or department, having a tree care ordinance, dedicating an annual community forestry budget of at least \$2 per capita, and hosting an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

“Tree City USA communities see the positive effects of an urban forest firsthand,” said Dan Lambe, chief executive of the Arbor Day Foundation. “The trees being planted and cared for by Essex Junction are ensuring that generations to come will enjoy to a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it’s through volunteer engagement or public education.”

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use, and extreme heat and flooding. Essex Junction is doing its part to address these challenges for residents both now and in the future.

More information on the program is available at [arborday.org/TreeCityUSA](http://arborday.org/TreeCityUSA).

### **About the Arbor Day Foundation**

Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at [arborday.org](http://arborday.org).



## **March 2023 Staff and Director Report**

### **Report from the Director**

#### Meetings and Training

Wendy attended a large Vermont libraries meeting on 3/7 online.

Wendy attended 2 half-day remote trainings on 3/14 and 3/15 on copyright and fair use, sponsored by the New England Library Association, to enhance her understanding of where the lines are for digital materials. Unlike physical printed materials that are covered by the “first purchase” doctrine, digital materials are licensed and therefore have significantly different and more restrictive rules for fair use and interlibrary loan.

Wendy attended webinar “ChatGPT Unleashed: The Game-Changing Future of Generative AI” on 3/7 to get a better understanding of ChatGPT as the AI implications for information and how it is generated is significant. While there are promising uses of this emerging technology, libraries are trusted sources of reliable information and much is still to be determined about how much this bot generated information will impact our world, and what resources the bot generated information is generated from and how it will be used.

On 3/10, Wendy met with Vermont Department of Housing staff Jayme Bauer to connect on a plan for an information table with their department and CVOEO for Fair Housing Month in April. We will have an information table set up the afternoon of April 28, coinciding with the VINS raptor program to ensure there will be decent traffic for them to connect with visitors.

Wendy met with past and current Brownell Board Chairs Christine and Jeanne about staff workflows and changes in library operations that intersect with the Foundation book sale. A meeting with the Foundation to touch base is planned for May 6.

Wendy met with the VOKAL Executive Board and VOKAL support vendor for their regular monthly check in on 3/19.

Wendy connected with City Manager Regina and HR Director Colleen to answer their questions about the updated drafts of Brownell job descriptions. Previously we were very limited in changes we could make, so a lot more information was included, which will be helpful in the future for clarity in job responsibilities and recruitment efforts.

#### Staffing

We received news from our wonderful new shelper Rachel that she has to move on because she can't afford the pay, despite loving her new position and Brownell. Our shelving position will be opened and a staff committee will be back at hiring to fill this position again. We hope Rachel will stay connected with Brownell, she's brought a great new energy and perspective to our team and we appreciate how much focus and effort she has made to this important job that has deep ramifications to services when not done with a detailed eye.



## Programming

The adult side ran two March Madness brackets. One for Fiction and one for Non-fiction. Overall, there were 95 participants. There was one patron winner for each bracket and those winners each won a Yeti mug.

The First Wednesday stream on 3/1 saw no attendance. It was "The People's Tongue: Americans and the English Language Longtime First Wednesdays favorite Ilan Stavans discusses his new book, an anthology that tells the story of how the English language has been transformed in the United States. The People's Tongue features essays, letters, poems, songs, speeches, stories, jeremiads, manifestos, and decrees across history, from Sojourner Truth and Abraham Lincoln to Henry Roth and Zora Neale Hurston and beyond."

Clif assisted nine people for a total of 15.5 hours.

The Fiber Arts Circle saw attendance ranging from three to six people.

On 3/4, the intergenerational TopLoader/Photobooth program had one attendee.

The English Language Learners Conversation Group had one to five attendees.

The VAS program on 3/6 was focused on getting ready for the upcoming solar eclipses and had fifteen people attend in person and twenty online.

Current Events has maintained an attendance of six to seven people.

The Age Well Presentation on 3/8 had one attendee.

March's Must Read Mondays book was *The Salt Path* by Raynor Winn. It was held on 3/27 and had six people attend in person and three online. *The Salt Path* is "The true story of a couple who lost everything and embarked on a transformative journey walking the South West Coast Path in England."

DIY Mini Flower Presses were the adult kit for March. Fifteen kits were created, and fifteen kits went out.

Wendy is working on setting up a History of Vermont Bees program in May through the Vermont Humanities Speakers Bureau as an early summer reading theme program connected to community working together. Wendy is also in touch with a local security expert who offers active shooter trainings to libraries to set up a public security in crowds program for June for interested individuals, as mass shootings have become an unfortunate new normal in an array of venues these days.



## Other

Wendy attended the City Council meeting on March 22 to be a part of the resolution of appreciation of our amazing past Brownell Chair Christine, and participate in a department head conversation with the Council about Brownell.

On 3/24 Wendy gave verbal testimony for Working Group on the Status of Libraries in Vermont regarding the topic of social services at the request of Assistant State Librarian who felt the Howard outreach program with local police, and other systems Brownell has in place for safety and support of patrons in need, was something that should be shared with the working group in this subject area.

On 3/28, outreach workers from the CVOEO CORA program stopped in and met with Wendy and other staff to discuss resources they had available for homeless visitors. Brownell staff were unaware of this program and it compliments what the outreach workers provide really well as CORA outreach workers are dedicated to providing resources like shelters and camping equipment, cell phones and vouchers for needed services like laundry, and Howard outreach is more focused on mental health support. Both programs have limited hours, but it is so wonderful these resources are becoming more available as we see the need often at Brownell.

Brownell has been visited frequently by a former disruptive patron who is back in the area. While we are grateful this individual is not being as much of a menace, he has taken up a significant amount of time speaking earnestly to desk staff and not making any sense. We've had to develop new systems to help each other break free, and if the visits continue we will contact Outreach for additional help.

Brownell was contacted on 3/31 by a reporter at WCAX to talk about digital books and the status of Vermont libraries. Wendy responded and was included in a feature that evening with 2 other Vermont library colleagues.

## **March Numbers from the Adult Department:**

- New Adult Patrons: 38
  - Virtual Adult Cards Created: 0
- New Overdrive Users: 12
  - March 2022: 17
  - March 2021: 13
  - March 2020: 41
- Presence at 35 Adult Programs: 325
- Adult Program Support: 160 hours
- Online Consumer's Report: 7 visits, 52 page views



## March Interlibrary Loan Service Update

<b>Interlibrary Loan Statistics</b>			
<b>MAR</b>	<b>FY 22</b>	<b>FY 23</b>	
ILL Sent	148	182	23%
ILL Requested	63	53	-16%
Holds	449	462	3%
Avg days to receive	6.6	7.4	12%
<b>Courier Statistics</b>			
<b>MAR</b>	<b>FY 22</b>	<b>FY 23</b>	
Courier Sent	164	204	24%
Courier Rec'd	113	192	70%
USPS Sent	5	21	320%
USPS Rec'd	8	14	75%
Est. Savings	\$ 562.52	\$ 797.64	42%

## Youth Department

### Update

- In preparation for the Summer Reading Program, River, Erna, Sarah Ellis, and Casey divided up tasks and started scheduling program series and paid performances. Erna and Sarah Ellis began communicating with the schools about possible visits and other ways of spreading the word. Sarah Eustis spent some time investigating small prizes for our summer reading treasure box, and Erna asked the Brownell Library Foundation about the possibility of including book sale coupons as a prize (they approved). River applied for and we received our Summer Programming Grant; this will be applied towards the Final Party with the No Strings Marionettes.
- River and Erna helped spread the word to some youth-related organizations for the adult department's upcoming Community Organization Fair.
- River applied for the Winnie Belle Learned Grant for \$500. This is a non-competitive grant that can be applied to any youth program, service, or collection which supports literacy, a love of learning, critical analysis and intellectual exploration for youth. This money would support the purchase of more youth circulating STEAM kits. Erna and Sarah spent some time gathering ideas for STEAM kits we might add.
- Youth patron Thalia Kolovos and Trustee Andy Kolovos donated all of the young adult review copies that Thalia received while serving on the Green Mountain Book Award Committee. We so appreciate this generous donation, and will be incorporating some of the books into the collection and sharing others with Vermont public libraries.



- We had several patrons needing additional support in March: A man who has a disability was expressing a lot of anxiety and saying that he was suicidal. We found a young man without shelter preparing to sleep at the bus stop, and the police stopped by the library in search of one of our regular youth patrons. These difficult situations come up occasionally at the library, but March seemed unusually busy in this regard. In each case staff did the best they could to speak with the patrons, express concern, and find appropriate support.
- River submitted youth programming stats, collection expenditures, and grant information to the Vermont Department of Library's Annual Report.
- Shelver Tina reached her 3 year anniversary in March. We are so glad she stuck with us through the various stages of the pandemic!
- Shelver Rachel let us know that she had to take on more hours at another, higher paying job. We are sorry to see her go, but hope to see her return as a sub.
- River continued their Youth Media Literacy training and is considering how we can promote both diverse formats and encourage thoughtful conversations between families and youth about their media needs and the types of media they choose.
- The youth department is investigating a new model for teen volunteers that would have teens sign up for regular volunteer responsibilities at the library, like decorating the YA room, shelf reading, etc. Sarah Ellis spent some time drafting possible volunteer descriptions which will help us flesh out this idea.
- Volunteer and Trustee Celine finished up a supply closet inventory which will help us make good use of our programming supplies.
- River took a week off in March, and Erna stepped in to manage part time staff, subs and volunteers!

### Programs

- 40 young children and 29 adults attended Play Time with Erna in March. Towards the end of the month, Erna invited Four Winds Nature Institute to read a story and set up a mud kitchen for the young children to play and explore in. Many of our regular Play Time participants came prepared for outdoor play with boots and coverups, and we saw some new families as well.
- Wednesday early release programs:
  - 9 children, 1 teen and 7 adults joined Erna for Crafternoon. Patrons decorated a small plastic box with collage materials and made small treasure boxes. While this program is typically offered on an early release day, this month it was held during the school break and we saw a lot of new faces in attendance.
  - 16 children and 2 teens attended the Movie Matinee showing of *The Rise of Gru*.
  - Sarah and Hannah capitalized on the huge (and inexplicable) interest in potatoes and made Mr. Potato Heads out of real potatoes during Comics Club. 13 children attended, and the finished products had all sorts of interesting body parts, including beautiful anime eyes, pointy noses, and huge feet.
  - 11 children and 1 teen joined Erna to play Board Games, including IceCool, Outfoxed, Chess, Life and Uno. This is a fun way to highlight our game collection and build community.



- 12 children and 1 adult attended Build a Fort and Read with Sarah. After building the fort, the kids made a stage and proceeded to perform some spontaneous plays. It was not the same as reading, but equally wonderful!
- Story Times:
  - 27 children and 20 adults attended Preschool Story Times with Erna, River and Casey. This month, this program included stories about dreams and imagination, counting and puzzles, animal antics, windy day stories with bubbles, and rabbit stories with finger plays.
  - 18 children and 18 adults attended Saturday Story Times with River and Erna who shared maple syrup stories and silly stories. It is fun to see so many families coming to Saturday Story Times!
- 1 child attended the Toploader Deco program with Chessa and Sarah. This event marked the three-year lockdown anniversary and participants were invited to decorate a Toploader case, perfect for keeping track of COVID cards or holding polaroid pictures. A photo booth was also available for participants to print pictures on the spot.
- Kits:
  - River had grade school children playing with paper folding, color and symmetry to create window flowers for the Wonder Kit. 25 kits were distributed.
  - For the Preschool Kit, Erna supplied young children and families with the supplies to make a DIY sun catcher. 20 kits were distributed.
  - For the Teen Kit, Sarah had teens make a beaded bauble out of wire, beads and a balloon. 15 kits were distributed.
- River joined 3 teens to discuss *Just Like That* by Gary Schmidt at the beginning of the month. This session of the Golden Dome Book Club was rescheduled from February, when River had covid.
- Our Home School Book Clubs celebrated the end of the 2022-2023 Vermont Book Awards program with voting and snacks.
  - 8 children attended Red Clover with Erna, and students had fun recapping the books and voting with a secret ballot that they tallied as a group. There was a tie between *The Midnight Fair* by Gideon Sterer and *Mel Fell* by Corey Tabor with 2 votes each. *The Lost Package* by Richard Ho, *The Floating Field* by Scott Riley, *The Capybaras* by Alfredo Soderguit and *Stacey's Extraordinary Words* by Stacey Abrams all received one vote each.
  - 5 teens attended Golden Dome with River. This group had one more book to discuss, *An Occasionally Happy Family* by Cliff Burke; the group had very insightful opinions about how the family in the book communicated with each other. Everyone then voted on their favorite and least favorite books from this year's list. As far as favorite books go, *The Last Cuentista* by Donna Barba Higuera received two votes, and *Just Like That* by Gary Schmidt, *Red, White and Whole* by Rajani LaRocca and *Katie the Catsitter* by Af Venable Colleen all received one vote.
  - For GMBA, 4 teens joined Sarah for a brief discussion of *The Dire Days of Willowweep Manor*. The group then ate waffles (with toppings contributed by the group) and played charades based on the books they'd read from this year's list, before voting on their favorite: *The Mary Shelley Club* by Goldy Moldavsky.



- 6 children Read to Sammy and volunteer Kim Hathaway.
- 5 teens attended TAG with Sarah. The group ate pizza and helped prepare for the Open Mic coming up in April, including creating social media flyers, a poster, and finding crafts.
- 4 children, 10 teens, and 4 adults attended D&D.
- 15 children and 10 adults made woven sheep for Art Lab. Many of these sheep are still peeking around new youth non-fiction books.
- 3 children, 1 teen, and 3 adults attended the last Kids in the Kitchen program with Joanne Heidkamp, Erna, and Bonnie from Dorothy Alling Memorial Library. Families prepared energy bites, hummus and fruit kabobs as healthy snacks, and Joanne offered tips for making other snacks with the same ingredients, like parfaits and fruit salsa.
- 13 adults attended "How to have 'The Talk' with your kids (but in a better, inclusive, LGBTQIA+ way that isn't as hard as you think it will be). This program was led by community member Amber Leventry, in partnership with Voices for Inclusion in Essex and Westford (VIEW). There was lots of friendly laughter during the program and parents seemed engaged and appreciative. CHIPS was able to offer childcare, making this program easier for parents and caregivers to attend, and pizza was available for everyone. Both Hannah and River came in for this program, just in case any patrons were upset. This did not turn out to be necessary, but staff appreciated the back up.
- Erna and River started another round of Lego Robotics, this time for youth in grades 3 to 5, and spent some time troubleshooting and updating equipment. Over the course of two sessions, 16 children, 1 teen, and 1 adult attended. This program offers a lot of opportunity for problem solving and sharing solutions and ideas, and River and Erna are already looking into ways to extend this offering.
- 4 children, 1 teen, and 4 adults attended Lego Fun.
- Sarah asked teens "what's the best piece of advice you've ever received?" and got A LOT of responses on the whiteboard in the YA area. One gem out of many was: "Don't try to be a noodle, be your own meatball!"
- Erna spearheaded the March Madness Book to Film bracket in the youth area. 16 youth patrons filled out a bracket to predict which book/film would win, and each week patrons of all ages voted on their favorites from the sweet sixteen, to the elite eight, to the final four, and then the championship round. *Wonder* by R. J. Palacio was the winning title, and 4 youth patrons had winning brackets: Bella Rochefort, Lydia Ebberts, Sawyer Dunn and Addie Stein. There were 92 total votes for this program.
- Ben Wolf-Leventry won the March Writing Challenge. Ben won a \$15 gift card to Phoenix Books and his story will be published in the *Essex Reporter*. 18 children and 2 teens submitted 3 to 5 sentence stories about something they're looking forward to.

## Numbers

- 5 New Youth Patrons
- 29 Kids Programs with 319 kids, 9 teens, and 89 adults attending, 45 kits distributed
- 8 Teen Programs with 27 teens, 4 kids, and 17 adults attending, 15 kits distributed
- Youth Program Support: 9 Adult Hrs, 2 Teen Hours
- Kolvoord Room: 15 youth programs, 163 people attending



## News From Tech Services

Some new computers for the youth area have come in and Hannah is working on getting them set up. We also got a new router for the public internet which has helped some of the issues we have been having with PC reservation and the wifi. We are getting a new solid state hard drive put in the staff iMac which will help it be much faster as it has gotten hung up a lot lately.

Chessa has been working on getting the new youth collection of Manga cataloged and ready to go.

### Materials Added in the Adult and Juvenile collections this month:

- Adult materials added, March: 434
- Youth materials added, March: 117
- Magazine issues added, March: 103
- Total cataloged collection size March: 70982

### Wi-Fi Statistics

#### Daily Average visits time:

- 6+ hrs — 38
- 1-6 hrs — 24
- 20-60 mins — 23
- 5-20 mins — 56

#### Daily Average return rate:

- Occasional — 17
- Weekly — 49
- Daily — 63
- First time — 15

Total Unique Clients (users connected devices) for the month — 726

### Instagram

- Number of Instagram followers — 460

### Facebook Monthly Reach and Engagement

#### March 2023

- Total number of post views -2019
- Number of page likes - 1509

#### February 2023

- Total number of post views -3255
- Number of page likes - 1482

#### January 2023

- Total number of post views -2138
- Number of page likes - 1478



#### December 2022

- Total number of post views -1005
- Number of page likes - 1473

#### November 2022

- Total number of post views— 1450
- Number of Page Likes—1471

#### October 2022

- Total number of post views— 3549
- Number of Page Likes—1466

#### September 2022

- Total number of post views— 2022
- Number of Page Likes—1452

#### August 2022

- Total number of post views— 1245
- Number of Page Likes—1328

#### July 2022

- Total number of post views— 8911
- Number of Page Likes—1319

#### June 2022

- Total number of post views—3578
- Number of Page Likes—1310

#### May 2022

- Number of engagements with our posts (likes, shares etc.)—119
- Total number of post views—4081
- Number of Page Likes—1289

#### April 2022

- Number of engagements with our posts (likes, shares etc.)—208
- Total number of post views—6137
- Number of Page Likes—1285

#### Brownell Library Website monthly visitors:

- March-2022 Visits 2442 Page Views 6895
- Apr-2022 Visits 2761 Page Views 6805
- May-2022 Visits 3245 Page Views 8130
- June-2022 Visits 3108 Page Views 9161
- July-2022 Visits 2722 Page Views 7438
- August-2022 Visits 2857 Page Views 7321
- September-2022 Visits 2536 Page Views 6657
- October-2022 Visits 2806 Page Views 7578
- November-2022 Visits 2325 Page Views 6107
- December-2022 Visits 2592 Page Views 7043
- Jan-2023 Visits 2647 Page Views 7665
- Feb-2023 Visits 2502 Page Views 7225
- March-2023 Visits 2691 Page Views 7541



**CITY OF ESSEX JUNCTION  
PLANNING COMMISSION  
PUBLIC HEARING  
MINUTES OF MEETING  
APRIL 6, 2023  
DRAFT**

**MEMBERS PRESENT:** Phil Batalion, Chair; Patrick Scheld, Vice Chair; Diane Clemens; Scott McCormick; Elijah Massey.

**ADMINISTRATION:** Chris Yuen, Community Development Director.

**OTHERS PRESENT:** None.

**1. CALL TO ORDER**

Phil Batalion called the meeting to order at 6:32 PM.

**2. AGENDA ADDITIONS/CHANGES**

None.

**3. PUBLIC TO BE HEARD**

a. Comments from Public on Items Not on Agenda

None.

**4. MINUTES**

a. March 9, 2023

**MOTION by PATRICK SCHELD, SECOND by ELIJAH MASSEY, to approve the minutes of March 9, 2023 as drafted. VOTING: unanimous (5-0); motion carries.**

**5. BUSINESS ITEMS**

**a. Potential Impacts of S.100**

The Planning Commission discussed the S.100 Omnibus Housing Bill that is currently being considered by the legislature at the State level. Community Development Director Yuen noted that the zoning bylaws most likely to be impacted include those around minimum parking requirements, multi-unit dwellings in areas where single-family units are allowed, and Accessory Dwelling Unit (ADU) review, though the bill will not be finalized until the end of the legislative session in mid-May. He said that once a bill is passed, the City is well-positioned to implement changes quickly, given that there are Land Development Code (LDC) updates that are scheduled for City Council consideration in the next several months.

Commissioner Clemens spoke about the designated downtown areas and that the proposed legislation doesn't do much to incentivize them. She pointed out that having enhanced designation has in the past provided perks for municipalities and development, in terms of priority development and exemption rights. Community Development Director Yuen noted that with these changes, all housing would be exempt from Act 250 requirements, which would in turn mean that the City would lose some leverage in determining priority housing types for development.



**b. Land Development Code Updates**

Community Development Director Yuen began by noting that there is a one-year statutory deadline between when the Planning Commission submits LDC updates to the City Council and when the Council must approve them, and that that deadline is quickly approaching. He said that the proposed schedule for public hearings and adoptions will include public engagement (a survey and informational packets) and a City Council meeting on May 10 to review the summary of LDC changes and endorse amendments including changes related to S.100. He said that after that, they anticipate warning the LDC updates for public hearings on June 14 and July 26, with a chance in between to discuss any additional revisions on June 28. He said that the Council will need to adopt the LDC changes on July 26 (to meet the August 4 deadline).

Commissioner McCormick asked for further details on the public engagement component of the LDC updates. Community Development Director Yuen replied that staff are developing a survey, which they will advertise through press releases and social media platforms, such as Front Porch Forum, and that the City will field the survey to the public and development groups. Commissioner McCormick emphasized that it's important to ensure that the public understand municipal activity and regulations, especially those that are drivers of budgetary impacts. Commissioner Batalion also suggested leveraging the City's communication team to put together a communication plan (if they have not already done so). Commissioner Clemens and Commissioner Massey made suggestions about communicating to residents through mailers and flyers and other non-electronic means. Community Development Director Yuen said that he and the City's communications staff will discuss this suggestion and explore hard-copy communication materials. Commissioners reviewed public engagement and communication around the LDC to date (including public hearings and posting on the City's website). They also had a more general discussion about communication strategies and improving public engagement around policy decisions.

**MOTION by DIANE CLEMENS, SECOND by PATRICK SCHELD, to endorse the recommendations of staff for the Land Development Code updates to be added to the current LDC updates that the Planning Commission has already put before the Council. VOTING: unanimous (5-0); motion carries.**

**c. Inclusionary Zoning**

- **Priority Housing in Neighborhood Development Area**
- **Transit Oriented Development study**

Community Development Director Yuen recalled that the Housing Commission came to the Planning Commission's previous meeting to speak about inclusionary zoning and that the Planning Commission had a robust discussion at that time. He noted that there were concerns from the Planning Commission that inclusionary zoning could reduce the appeal of Essex Junction for development by making it more expensive. He said that the City could make inclusionary zoning more appealing through incentives, such as through the benefits of a Neighborhood Development Area (NDA) designation. He said that currently, Act 250 exemptions are applied to priority housing designation through NDAs (though S.100 could change this). He said that the Transit Oriented Development study through the Chittenden County Regional Planning Commission (CCRPC) could also help show potential impacts of increasing density along transit corridors in different ways (such as increasing building height or modifying setbacks).

Community Development Director Yuen asked for Planning Commission feedback on whether to explore expanding the NDA. He noted that if the City were to turn its Village Center into a Downtown



District, it would extend the radius of that NDA. Commissioner Scheld replied that expanding the NDA in terms of developable land around the current NDA and trying to encourage more affordable housing in this designation would make sense to him. Commissioners discussed a number of possibilities for what could even be built in the area that would become part of the NDA.

**MOTION by PATRICK SCHELD, SECOND by SCOTT McCORMICK, to recommend that City staff explore the potential of expanding the Neighborhood Development Area. VOTING: unanimous (5-0); motion carries.**

**d. Rental Registry & Inspection Program Next Steps**

Community Development Director Yuen said that he had originally planned to have John Audy from Winooski present tonight about Winooski's rental registry experience but that he had a conflict and will come to the next month's Planning Commission meeting. He said that at the next meeting they will also hear final presentations from the group of University of Vermont students who have been researching this topic. Commissioner Batalion said that he recently had to submit information to Burlington's rental registry, and he would be happy to share information about his experience with Burlington's rental registry program at the next Planning Commission meeting. Commissioner McCormick spoke further about learnings from Barre about their rental registry, noting feedback around the administrative burden to set up a registry in terms of staffing and software and that they have found enforcement to be extremely challenging.

**6. READING FILE** – None.

**7. MEMBER UPDATES** – The next meeting will be on May 4, 2023.

**8. STAFF UPDATES** – None.

**9. ADJOURNMENT**

**MOTION by SCOTT McCORMICK, SECOND by PATRICK SCHELD, to adjourn the meeting. VOTING: unanimous (5-0); motion carries.**

The meeting was adjourned at 8:14 P.M.

*RScty: AACoonrad*



**TOWN OF ESSEX / CITY OF ESSEX JUNCTION  
JOINT HOUSING COMMISSION  
Minutes of April 5, 2023.**

**City Representatives:** Katie Ballard, Chair; Gabrielle Smith, Vice Chair; Ned Daly, Ta-Tanisha Redditta.

**Town Representatives:** Emily Taylor, Clerk (joined at 3:10p); Rupesh Asher (left at 4:00p); Deb Flannery.

**Administration and Staff:** Kent Johnson, Regina Mahoney, Katherine Sonnick, Chris Yuen (joined at 3:10p).

**1. CALL TO ORDER**

Ballard called the meeting to order at 3:06 PM. There were no proposed changes to the agenda.

**2. PUBLIC TO BE HEARD**

Roseanne Prestipino is present at today's meeting.

Jean McBride from the Essex Reporter is present at today's meeting.

**3. BUSINESS ITEMS**

a. Approval of Minutes

Flannery made a motion, seconded by Smith, to approve the minutes of March 15, 2023. The motion passed 6-0-1.

b. Discussion and Planning related to the upcoming separation of the Joint Housing Commission

Discussion began by reviewing the current Housing Commission Charter.

Ideal capacity for each Commission would be five members. Quorum would be the majority needed to vote on motions and continue work of the Commission and would also impact the size of workgroups that form outside of Commission meetings to work on projects. There was discussion on whether the number for quorum needed to be a specific number of appointed Commissioners, or if it could be listed as majority. Quorum may not be the same in each Commission. Seven appointed members on each Commission would be ideal. The HC would like to have flexible language to allow for as many as possible. The HC would make a proposal to adjust the Charter to submit to the City Council and Select Board for approval.

The current Charter says three Commissioners must be residents. The HC will propose that the majority of Commissioners are residents of the respective municipality, so language will change from three Commissioners to four Commissioners. Beyond quorum and residency requirement, the remaining language in the Charters make sense to keep as is.

Smith asked what would need to happen to allow for the Commissions to separate and operate with fewer members. Ballard clarified that even without quorum, meetings can still be held but motions and votes can't be held. Ballard will work with Staff to make changes to the Charter and the HC will vote on adapting it at the April 19, 2023 meeting.

Ballard asked again if any Town representatives can take on a leadership position. Taylor confirmed she will continue to hold the role as Clerk as the Commission separates. Flannery and Asher confirmed they are able to take on a leadership position for the Town Commission. Ballard reiterated that the HC needs to identify the three roles beyond hearing commitment. Flannery,



Asher, and Taylor decided that Flannery would serve as interim Chair, Asher as interim Vice Chair, and Taylor as Clerk. Taylor is a representative of the Town which opens a future position for Clerk in the City Commission; Daly volunteered to take on the Clerk position. There is commitment amongst City representatives to hold leadership positions even if current positions shift.

Discussion then shifted to scheduling for meetings. It's been proposed to return to one meeting per month and adjust the length of meetings. Johnson offered from the staff perspective that having more time for Staff to focus on HC projects, rather than scheduling and organizing meetings, could give more capacity to work on HC items. Ballard cautioned against decreasing time spent on meetings and working on HC projects with formal separation only three months away.

Taylor made a motion to adjust the HC meetings from the first and third Wednesday of the month from 3:00-4:30p to the first and third Wednesday of the month from 3:30-4:30p. The motion failed. Taylor will follow up with Johnson via email about scheduling challenges.

Ballard outlined topics that will need to be wrapped up before Separation, including IZ and the HTF. Johnson advocated for summarizing the work the HC has done in the last three years on projects and outlining what worked well and what challenges were, could be helpful as Commission separates and other groups form to have a model to follow.

c. Updates on the Housing Trust Fund

This item will be on the next meeting's agenda for April 19, 2023.

d. Updates on Inclusionary Zoning

The HC will work to wrap IZ up and the topic will be on the agenda for May 3, 2023. Rental Registry will be revisited as well and Taylor will have context for the previous workgroup making connections with housing providers in the community and reviewing housing stock.

e. Updates on the Town Plan

Flannery provided an update that staff are summarizing the data collected from outreach sessions and working to provide the summary to the Select Board.

**4. BOARD MEMBER COMMENTS**

**5. READING FILE**

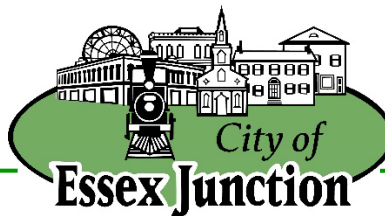
There was no discussion on the reading file.

**6. ADJOURN**

Ballard adjourned the meeting at 4:20pm.

Minutes prepared and submitted by Emily Taylor, Clerk.





## MEMORANDUM

**To:** City of Essex Junction Senior Center Members

**From:** Regina Mahony, City Manager

**Date:** 4/17/2023

**Subject:** Senior Center & Services Status Update

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Now that the FY24 City budget has passed, I am writing to give you an update on Senior Center & Programming in the City. The agreement between the City and the Town regarding the senior center and bus comes to an end on December 31, 2023. This Recreation, Indian Brook, Senior Center, and Senior Bus Agreement can be found on the City website on this page:

<https://www.essexjunction.org/codes/city-town-agreements>.

**Senior Center & Programming from now through December 31, 2023:** The Town of Essex staff will continue managing and operating the Essex Area Senior Center at 2 Lincoln St. until December 31, 2023, at which time the Senior Center Agreement will end. For more information regarding weekly and monthly activities, please visit: <https://essexvtseniors.org/>.

**Senior Center & Programming after January 1, 2024:** While this is still subject to change, the current plan is for the main room of the senior center to remain as is at 2 Lincoln St. However, the hope is to provide a combination of space, services and programming that serves a greater number of those who are seniors and that the space can be used by others needing space.

The FY24 city budget includes an adult program staff in the Recreation Department starting on January 1, 2024. The City will work to clarify that role between now and January 1, 2024 with the aim to serve the senior population who seek socialization and companionship as well as those seeking more active programs.

Changes at 2 Lincoln will happen in two phases:

1. Phase 1: The game room and library room will be converted to City offices for use by July 1, 2023. This means the City will need access to these rooms in June.
2. Phase 2: The timeline on the larger renovation is not yet known. The earliest will be calendar year 2024, and the latest will be calendar year 2026. We also do not yet know if the entire building will need to be closed during the renovation. These details are still being figured out.

**Senior Van from now through December 31, 2023:** The Essex Senior Van services will continue existing operations in the City and the Town until December 31, 2023, at which time the Senior Bus Agreement between the City and Town will end.

**Senior Van after January 1, 2024:** The City will no longer be funding the Essex Senior Van. The City has GMT fixed route bus service, and is also largely covered by the ADA Paratransit service run by SSTA. The City is also looking into an additional service called the Elderly & Disabled program.