



TOWN OF ESSEX SELECTBOARD REGULAR MEETING AGENDA

Online & 81 Main St.
Essex Junction, VT 05452
Monday, October 4, 2021
6:30 PM

E-mail: manager@essex.org

www.essexvt.org

Phone: (802) 878-1341

This meeting will be held both remotely and in person. Available options to watch or join the meeting:

- **WATCH:** the meeting will be live streamed on [Town Meeting TV](#).
- **JOIN ONLINE:** [Join Microsoft Teams Meeting](#). Depending on your browser, you may need to call in for audio (below).
- **JOIN CALLING:** Join via conference call (*audio only*): (802) 377-3784 | Conference ID: 148 535 270#
- **PROVIDE FULL NAME:** For minutes, please provide your full name whenever prompted.
- **CHAT DURING MEETING:** Please use "Chat" to request to speak, only. **Please do not use for comments.**
- **RAISE YOUR HAND:** Click on the hand in Teams to speak or use the "Chat" feature to request to speak.
- **MUTE YOUR MIC:** When not speaking, please mute your microphone on your computer/phone.

1. **CALL TO ORDER** [6:30 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **APPROVE AGENDA**
4. **PUBLIC TO BE HEARD**
 - a. Comments from Public on Items Not on Agenda
5. **BUSINESS ITEMS**
 - a. *Interview and potential appointment: Lauren Cohen, Conservation and Trails Committee
 - b. *Interview and potential appointment: Shannon Jackson, Conservation and Trails Committee
 - c. *Interview and potential appointment: Rusty Brink, Conservation and Trails Committee
 - d. *Interview and potential appointment: Betsy Dunn, Conservation and Trails Committee
 - e. Consider approval of Winter Operations Plan for 2021-2022
 - f. Consider including Pledge of Allegiance on future agendas
 - g. **Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction
 - h. Discussion about Selectboard candidate interviews
 - i. ***Discussion of personnel
6. **CONSENT ITEMS**
 - a. Approve minutes: September 27, 2021 - Joint
 - b. Check Warrants: #17908 – 9/17/21; #17910 – 9/24/21
7. **READING FILE**
 - a. Board member comments
 - b. Town of Essex/Village of Essex Junction report: Calendar year 2020: Progress on Implementation of All-Hazards Mitigation Plan
 - c. Memo from Aaron Martin re: FY2022 Leak Detection Survey Results
 - d. List of Boards/Committees/Commissions vacancies
 - e. Upcoming meeting schedule
8. **EXECUTIVE SESSION**
 - a. *An executive session is anticipated to discuss the appointments of public officials
 - b. **An executive session is anticipated to discuss negotiation of contracts and agreements between the Town of Essex and Village/City of Essex Junction
 - c. ***An executive session may be needed to discuss personnel matters

Members of the public are encouraged to speak during the Public to Be Heard agenda item, during a Public Hearing, or, when recognized by the Chair, during consideration of a specific agenda item. The public will not be permitted to participate when a motion is being discussed except when specifically requested by the Chair. This agenda is available in alternative formats upon request. Meetings of the Selectboard, like all programs and activities of the Town of Essex, are accessible to people with disabilities. For information on accessibility or this agenda, call the Town Manager's office at 878-1341.

Certification:  10/1/2021

Memorandum

To: Town Selectboard, Evan Teich, Unified Manager
From: Linda Mahns, Administrative Assistant 
Re: Appointment of volunteers to the Conservation and Trails Committee
Date: September 29, 2021

Issue

The issue is whether the Selectboard will appoint volunteers to the Conservation and Trails Committee.

Discussion

Four residents have stepped forward for consideration to join the Conservation and Trails Committee and their letters of interest have been combined with this memo. Shannon Jackson, Rusty Brink, Betsy Dunn, and Lauren Cohen have all expressed interest to volunteer.

For reference, the following 4 seats are vacant:

Committee/Board	Open seats	Term(s) ending	Status
Conservation and Trails Committee	1	June 30, 2024	Advertised since 8/28/20
	1	June 30, 2023	Advertising since 8/13/21
	2	June 30, 2022	Advertised since 8/28/20

The appointment of public officials can be a protected discussion during the interview, provided that the Selectboard make a final decision to appoint a public official in an open meeting and shall explain the reasons for its final decision during the open meeting.

Cost

None.

Recommendation

It is recommended that the Selectboard interview Shannon Jackson, Rusty Brink, Betsy Dunn, and Lauren Cohen for the Conservation and Trails Committee ending June 30, 2022, June 30, 2023, and June 30, 2024. If the board members wish to enter executive session, the following motion is recommended:

“I move that the Selectboard enter into executive session to discuss the proposed public official appointment(s) in accordance with 1 V.S.A. Section 313(a)(3) and to include the Unified Manager and the Deputy Manager.”

1

Lauren Gaffney Cohen

March 19, 2021

Ms. Linda Mahns
81 Main Street
Essex Junction, VT 05452-3209

Dear Ms. Linda Mahns:

As a longtime resident of the Town of Essex for over twenty years, I am committed to the community. I have a tremendous passion for the great outdoors, conservation and would be honored to serve at the pleasure as part of the Town of Essex Conservation and Trails Committee.

It was in 2008 that I began working with the Department of Interior as a part of the Nation Parks Service in the roll of Park Ranger and Interpreter. It was my job to bring history to life through guided tours in one of the nation's oldest and historic armories. I enjoyed the responsibility of sharing my passion for history with our guests. In 2011 my husband and I moved back to Essex to purchase our first home. I began working with the Town of Essex Parks and Recreation Department as the Assistant Program Coordinator. Through this position I worked under Ally Vile to organize the summer camps, after school programs and numerous community events. I learned a lot in the position and think back on that time fondly. While attending community events in Essex(pre-covid), walk the Indian Brook Trail, and bike at Saxon Hollow, I continue to see the appreciation in fellow citizens as they enjoy the connectivity provided by the network of trails. I look forward to the opportunity to grow our trails network further.

Currently I work as Realtor and continue to share my passion for all that Vermont has to offer. As a part of the Northwestern Board of Realtors, I immediately wanted to jump back into serving. I began as a part of the Community Service Committee. Having faithfully volunteered since 2014, I was appointed as the Chair for the Community Service Committee in 2020. It was quite the year to take on the new roll, but I took it in stride. We are kicking off another fundraising event next week to raise money for the food shelves to help feed our local communities, including Aunt Dot's Place.

It has been a pleasure to live in the Town of Essex and to see the immense dedication of both community volunteers and employees. It would be an honored to serve at the pleasure on the Town of Essex Conservation and Trails Committee. If you have any questions, you can reach me at the contact information provided above.

Thank you for your time and consideration.

Warmest Regards,

Lauren Gaffney Cohen

From: Shannon Jackson

Sent: Sunday, September 12, 2021 9:32:03 PM

To: Linda Mahns <lmahns@essexjunction.org>

Subject: Interest in serving on the Conservation and Trails Committee

Hi Linda,

I hope this email finds you well. My name is Shannon Jackson and I saw the post in Front Porch Forum regarding the opportunity to serve on the Town of Essex Conservation and Trails Committee. I am an avid hiker and outdoorsman who loves being involved in my community and would be honored to serve on this board.

My wife and I are closing on our home in Essex in two weeks and have been living in Burlington for the past three and a half years. I was born and raised in Essex, went through the full Essex education system, and my parents still live in my childhood home in Pinewood. After leaving to study Environmental Science and Policy in college in Washington, DC and working in the federal government for over a decade, I was eager to return and am excited to be planting my own roots in the community I grew up in.

Having always been an outdoor enthusiast, I treasure the parks and trail network Essex has built and would find great pleasure protecting it, improving it, and ensuring it is maintained for all to use. Through using my past experiences - both in working in government and politics as well as organizing and successfully managing people around common goals, and embracing the Essex community, I know I would be an asset to this committee.

Last summer, my father and I through-hiked Vermont's Long Trail. The experience helped me appreciate the natural beauty of our home even more. It also inspired me to want to find ways to encourage others to enjoy the world around us. It would be an incredible honor to serve on this committee and be a part of the genuine efforts to make Essex even greater.

I look forward to hearing from you and appreciate your time.

Sincerely,

--

Shannon D. Jackson

From: Arthur Brink

Sent: Friday, September 10, 2021 9:06:56 PM

To: Linda Mahns <lmahns@essexjunction.org>

Subject: Conservation and Trails Committee

I am interested in exploring serving on the committee, but I am away for the meeting on 9/14. Retired now, I worked in fundraising for 45 years in Burlington, Charlotte NC and Stuart, FL after graduating from UVM in 1966 (Masters in 1969). One of my primary philanthropic interests is in conservation. As a young man I hiked many trails on Mansfield, Bolton, Camels Hump and Killington as well as Mt Washington and the Presidential Range. My contact info is below. Please advise of the next steps. Thank you. I look forward to hearing from you.

Rusty Brink

Essex Jct VT 05452

Be Hopeful, Be Helpful, Be Safe

To Whom it may concern,

My name is Betsy Dunn. I have lived in Essex Center since 1986.

My husband and I raised our two children here and have always enjoyed the trails of the Matheiu Forest.

Over the last 2 years, I have become a more ardent fan of hiking, and have explored all of our trails. I would like to volunteer my services to the Trails Committee.

I would bring to the committee a passion to make our town's trails a haven for residents. Maintenance of the trails and ensuring their safety would, of course, be the main focus. And enhancements to the trails with benches, bridges. Also making maps of all trails available in an online format as well as hard copies so that the residents can find, and use the trails. Thereby inspiring the continued and increased use of our trails.

Memorandum

TO: Evan Teich, Unified Manager, and the Selectboard/Trustees
FROM: Dennis E. Lutz, P.E., Public Works Director/Town Engineer
Ricky Jones, Village Public Works Superintendent
DATE: 21 September 2021
SUBJECT: Winter Operations Plan for 2021-2022

ISSUE: The issue is whether the Selectboard and Trustees will approve the Winter Operations Plan for 2021-2022. The Plan has been placed on the Town and Village website as a draft document for public comment and input. Approval of the Plan is requested at the Joint Selectboard/Trustees meeting in October.

DISCUSSION: The Selectboard and the Trustees have previously approved a Joint Winter Operations Plan. The process serves many purposes as noted in the Introduction Section of the document.

Changes are noted in the draft document in red. It continues to preserve the independent actions of both municipalities but provides a joint framework for issues that are common to both. It has been developed with input from both Village and Town Public Works staff.

As in the past, there are two versions – an internal version with contact phone numbers and radio call numbers not available to the public -- and a public version without these numbers. Many of these numbers are private cell-phone numbers needed for internal communication and contact but not appropriate for public disclosure.

GENERAL COMMENTS:

The Town and Village winter salt and overtime costs were relatively low in the winter of 2020-2021 due to weather. However, the sand usage on gravel roads in the Town remained consistent with previous years due to fluctuating temperatures and rain falling on frozen roads.

The issue of exposure to COVID-19 and the impact on the workforce remains a continuing threat to the winter operations of both communities. In the past, many employees have worked through colds, temperatures and sometimes the flu. The current situation differs greatly from the past in that employees may be directed to stay home if exhibiting early symptoms of the virus. In addition, if any employee or a family member does contract Covid-19, the employee may be absent for an extended period and the entire workforce has a greater potential to also become sick. Not all employees have been vaccinated. Fully qualified and experienced plow operators are in short supply. Even if other Towns help and contractors are asked to help, the level of service that has been

provided for years may not be obtainable. This may impact emergency services, school openings and closings, bus delays, access to work, commercial deliveries and a host of other transportation uses that depend upon the roads being cleared in a timely fashion. Hopefully, this doom and gloom will not happen but the potential for it happening cannot be ignored.

To this end, both the Town and the Village Plan again reflects the potential for three levels of service. The plan refers to them as green, yellow and red but, they also could be referred to as normal operations (good), somewhat delayed or reduced operations (fair) and extremely reduced operations (poor to bad). Without healthy, skilled plow operators, the trucks will not roll, and snow and ice will build up. It also takes significantly more material and effort to clear roads once the precipitation has had the opportunity to set up and freeze in place.

TOWN ISSUES:

This year's plan remains unchanged from last year's plan with respect to coverage, sidewalk clearing and plow routes. Temporary help will be used if they can be hired. They have limitations because they do not possess CDL licensees and cannot drive the large plow trucks.

The amount of sidewalk clearing has been increased this winter and the expanded coverage is detailed in the Plan. The increase is limited in scope due to equipment and manpower but also due to the condition of the sidewalks – too narrow, obstacles such as power boxes or power poles, etc.

VILLAGE ISSUES:

There does not appear to be any significant issues with respect to the Village portion of the plan. It remains largely unchanged from the previous year.

REVIEW and PUBLIC NOTICE:

A draft external version of the Winter Plan has been provided for comment on the Village and Town websites. The request is that the Selectboard and the Trustees consider and approve the Winter Operations plan on October 4th for the Town and on October 12th for the Village. A short presentation on the content and changes to the document will be provided at those meetings.

The final approved documents will then be placed on the Town and Village websites and remain there throughout the coming winter.

RECOMMENDATION: It is recommended that the Selectboard and Trustees approve the Winter Operations Plan for 2020-2021 after hearing any public input.

TOWN OF ESSEX / VILLAGE OF ESSEX JUNCTION

PUBLIC WORKS

WINTER OPERATIONS PLAN

PUBLIC VERSION

~~2019-2020~~ 2021-2022



This plan addresses the wintertime Public Works operations for ice and snow control on Town and Village roads, walkways and municipal parking lots. It also identifies essential community services provided by the Public Works Department of both communities for winter water and sewer emergencies and discusses wintertime coordination actions.

**Dennis E. Lutz, P.E., Town Public Works Director
Ricky Jones, Village Public Works Superintendent**

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Appendices

Appendix A	Organizational Chart of the Village Public Works Department
Appendix B	~~Village Vehicle and Route Assignments~~ (Internal Distribution)
Appendix C	Village Equipment for Snow Operations
Appendix D	Maps of Highway Routes (Village)
Appendix E	~~Village Notification List~~ (Internal Distribution Only)
Appendix F	Village Materials Usage Report
Appendix G	Village Towing Ordinance/General Regulation of Public Streets

RESOLUTION

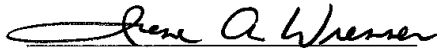
BE IT RESOLVED that the Board of Selectmen of the Town of Essex and the Trustees of the Village of Essex Junction adopt the following statements of policy regarding winter snow and ice clearing operations:

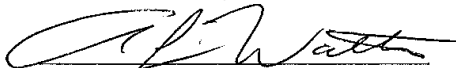
- 1) NOTWITHSTANDING the circumstances involved with changing climatic conditions, the Town and Village will endeavor to keep Town and Village roads, designated walkways and municipal parking lots in a reasonably safe condition for travelers and
- 2) Town and Village employees will endeavor to exercise reasonable care and diligence in the performance of their duties, consistent with the intent of the current Town of Essex and Village of Essex Junction Public Works Winter Operations Plan and
- 3) Travelers who use the Town and Village roads, and designated walkways and municipal parking lots are expected to demonstrate due care and reasonable caution, especially under adverse winter conditions.

Executed at Essex Junction this 10th of NOV. 2015.

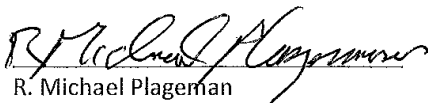
Town of Essex Selectboard


Max G. Levy, Chair

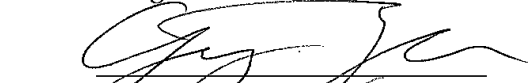

Irene A. Wrenner, Vice Chair

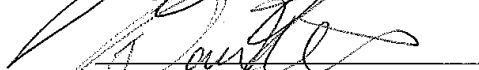

Andy J. Watts, Clerk

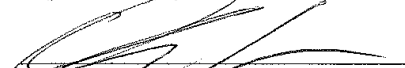

Brad M. Luck

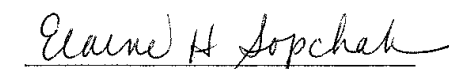

R. Michael Plageman

Village of Essex Junction Trustees


George A. Tyler, President


Daniel S. Kerin, Vice President


Andrew P. Brown


Elaine H. Sopchak

Lori A. Houghton

INTRODUCTION

The Town of Essex and the Village of Essex Junction are responsible for providing winter services, such as plowing, sanding, and salting of roads, clearing of sidewalks and maintaining access to municipal buildings and parking lots within their respective municipal boundaries. A Winter Operations Plan has been developed and adopted by the respective legislative boards for the following reasons:

- 1) To align the policies set by the Town Selectboard and Village Trustees with regard to winter operations with the execution of policy by their Public Works/Highway departments.
- 2) To help ensure that the winter practices of each department are consistent with the resources available through the budget process, including but not limited to equipment, manpower, overtime and materials.
- 3) To provide a source of information to Town and Village officials, the Police Department, Fire Departments, school officials, commercial businesses and the general public regarding what actions will and will not be performed by the respective Public Works Departments during the winter.
- 4) To provide an internal resource document for operational use and training by Public Works supervisors and employees.
- 5) To reflect current practice, conditions and funding of the winter operations within each community.
- 6) To assist in the reduction of citizen complaints through a better informed citizenry.
- 7) To foster coordination and cooperation between the Town and Village Public Works Departments during winter operations.

The intent is to update the document on an annual basis, prior to the onset of winter conditions and submit the document to the elected officials for their review and approval. Public input will be sought prior to presentation of the document to the two legislative boards.

The Winter Operations Plan consists of three sections, each with its own Appendix. Two versions of the Plan will be prepared with one version prepared for internal use only and a second version for the public. The internal version contains personal employee's information and communications/contact information, the public release of which would be detrimental to individuals and operations. The three sections of the Plan consist of the following:

Section 1. This section covers topics and operational procedures utilized in common by both the Town and the Village. Appendices that are common to both communities are found in this section.

Section 2: Town of Essex (outside the Village). This section is specific to operations within this community, including Appendices pertinent only to the Town.

Section 3: Village of Essex Junction. This section is specific to operations within this community, including Appendices pertinent only to the Village.

SPECIAL CONDITIONS FOR WINTER OPERATIONS DURING 2021-2022

CURRENT SITUATION: All Public Works and governmental operations continue to be impacted to **some degree by the continuing but reduced** COVID-19 Pandemic at the time of preparation of the Winter Operations Plan (September **2021**). Municipal offices ~~remain closed~~ **are open** to the Public, **some employees within the workforce are not vaccinated as well as some residents**, masks are **not** required **but worn by some** when in buildings or when people have less than six feet of separation, ~~no vaccine has yet been approved or distributed, and all meetings continue to use remote conferencing,~~ **and isolation protocols remain in place if an employee contracts the disease. In the preparation of this plan,** it is anticipated that all operations for the entire winter will continue to occur under these conditions.

Public Works winter operations are **still** at ~~great~~ risk of being ~~severely~~ **adversely** interrupted due to the pandemic **as well as employee absences/vacancies and equipment breakdown**. Both the Village and the Town have limited staffs with very few personnel available for back-up in the event that employees are sick and cannot work. It requires a significant amount of training to properly and safely operate the heavy-duty plow trucks, sidewalk plows and other winter equipment. In the past, many employees have come to work with colds and with minor flu symptoms. With COVID, some of these employees may have to be sent home if they experience symptoms similar to those of the pandemic. If an employee tests positive for COVID, additional precautions will have to be put in place, including but not limited to the use of shifts. Winter storms may occur that cannot be fully covered in a timely fashion by plow or sidewalk crews. Delays will occur and the expected current service levels will be negatively impacted.

Private contractors may be able to help but those doing winter plowing already have existing contracts in the private sector and will only be able to assist after they have satisfied their contractual agreements. In most cases, this may be 24 to 48 hours after a major storm event.

The plow and sidewalk crews of both Essex Junction and the Town of Essex, in emergency situations and as the need arises, may be directed to assist operations in either community until manpower or equipment shortages can be brought back to a normal level of operation. Crews may be operating in areas that are unfamiliar to them, which is likely to result in slower clearing operations and higher elements of risk.

In anticipation of **interruptions of service that may occur** due to COVID related health issues occurring among the work force, **equipment or employee availability**, an alert system will ~~be put in place during the pandemic.~~ **again be used to inform** ~~Information will be provided to the public so~~ they can be aware that service levels will be reduced and to what level. There will be three alert levels: a green (**green**), a yellow (**yellow**) and a red.

The Green Phase: During this phase, it is anticipated that the Public Works crews can maintain the service levels historically provided and as outlined in the Winter Operations Plan. One or two employees may be out due to short term illness or a truck may be inoperative but generally service

levels can be maintained. If a major snow or ice event occurs, there will be delays but those delays will be consistent with how these events were accommodated in the past.

The Yellow Phase: A designation under this phase indicates that operations will be delayed anywhere from 4 to 8 hours due to the unavailability of crews or the severity and duration of the storm event or a combination of both. This would occur approximately when only 75% of the CDL licensed crew is available to man the fleet, including the use of qualified supervisory, support personnel, any contractors who may be available, and sharing of equipment/operators. between the two communities. Primary routes will attempt to be covered as well as hill sections. Coverage on flat secondary roads and sidewalk coverage will likely be delayed until equipment and personnel can be made available for coverage. Some vehicles may be diverted from normal routes for assist emergency responders. This designation may impact school openings or closings and bus pick-ups, depending upon the severity of the storm and the timing.

The Red Phase: This phase occurs when 50% of the CDL licensed crew or less is available to provide winter services. Road clearing operations will be severely impacted with delays that could last anywhere from 12 to 24 hours. Most of the major truck routes take from 6 to 8 hours to clear in a normal 4 to 6-inch storm event lasting a few hours. Employees cannot plow continuously for extended periods safely. Under this scenario, the delays could be anywhere from 12 to 24 hours and sidewalks may not get started until the storm event is over. This alert level will likely impact school openings or closings and bus pick-ups, depending upon the severity of the storm and the timing.

The alert system does not replace other emergency alert systems/declarations or school decisions regarding opening or closure. The only relevance is to expected road conditions and delays in providing road clearing operations over the period of a winter storm and immediately after the storm. School or business closures will be determined by the Essex-Westford School District and local businesses.

NOTICE OF THE ALERT SYSTEM: The Town and Village will provide information to the media on the alert status, post the status on the Town/Village web page and notify the Police Department and the Essex Westford School District as to the current Phase of Operations. Citizens can also call the Town Public Works offices during the normal weekday workweek from 7AM until 4PM for the current phase of operation.

Safety Practices and Procedures to be employed by Public Works Employees are covered in the Winter Operations Plan under a special section included in Appendix 8. ~~Employees must strictly adhere to these practices to help prevent the spread of COVID and the impact it would have on their families and the Community's Winter Plowing operations.~~

GENERAL MANAGEMENT OF OPERATIONS

During the winter operations period generally extending from early November through mid-April, the principal effort of the Departments is directed towards control of snow and ice on highways, walkways and around municipal buildings. The Departments have developed procedures to perform anti-icing and snow and ice removal operations for varying weather conditions. Personnel will respond each time that the Departments are notified or become aware that weather conditions include potential hazardous road or walkway conditions and that conditions warrant a response. The procedures have been developed over many years of experience and use of alternative methods, materials and equipment.

To accomplish the objectives and policies of the Town and Village, general operating procedures and training have been established and implemented. The operating procedures take place over four distinct periods including:

- 1) Pre-winter preparation, orientation and training (Section 1, Appendix 1)
- 2) Winter storm operations (Reference general information in Section 1 and specific Municipal information in Sections 2 and 3)
- 3) Continuing operations during non-storm periods (Section 1, Appendix 2)
- 4) Post-winter follow-up (Section 1, Appendix 3)

In general, the Town and the Village perform all winter operations in a similar manner, especially with respect to general procedures and pre-winter, continuing operations and post-winter follow-up. A general discussion on procedures follows with the other periods covered in Appendices to this section or in the specific municipal sections. The elements of winter operations that are detailed and specific to each community are described in Section 2 (Town) and Section 3 (Village).

Determination of Operations

Using the resources identified in the Winter Operations plan for each community and judgment based on experience, the respective Public Works / Highway Superintendent or his designated representative will determine the appropriate level and timing of snow and ice control to be performed by each Department. The Superintendent of Public Works or his designee will contact employees in their Department using their alert notification lists.

Although significant improvements have been made in weather forecasting, accurate predictions of the specific effect of winter conditions on the roads, walkways and municipal parking lots in the Village and the Town of Essex are not possible. An overall plan has been developed to provide for clearing of the roads and related infrastructure and this plan is generally followed. However, each storm event is unique and deviations from the plan occur often. Decisions must be made using individual judgment based upon a current assessment of the situation. Following every major storm event, an after-action informal review of the methods used, the materials, the equipment, the complaints and the manpower effect will be done by the Public Works/Highway Superintendent. These reviews will provide the basis for adjustments in managing future winter storm operations.

Emergency situations may occur requiring deviation from normal procedures and planned routes. In general, the types of situations that may require this change are:

- 1) An immediate need for Police, Fire and/or Emergency Medical assistance.
- 2) Relief for school buses that cannot negotiate a roadway and are stuck.
- 3) The need to address icy conditions due to a water main break or clearing of streets due to debris blocking streets or access.
- 4) Relief for isolated problem areas where it is determined by the municipality that access is urgently needed before all other areas are handled.

Control Center/ Internal Communication/Resource Management

The Public Works supervisor or his designee on duty will be the main line of communication between the respective Public Works Department and the Police Department/School Departments.

Contact with other emergency service providers if needed should be through the Police Department Dispatcher.

The Storm Control Center for the Town is the Town Highway Garage off Sand Hill Road and for the Village is the Village Highway Garage. Contact with the Village Highway Garage is through the Village offices.

During the winter of 2021-2022, selected employees in each department will carry a pager on a rotating schedule and will be assigned the responsibility, when carrying the pager, to make an initial determination of how the storm will be handled, including the immediate level of staffing at the outset of the storm. The employee (with the pager) in each community will be temporarily in charge of operations until the Public Works/Highway Superintendent or his designee arrives at their respective Control Center and takes over responsibility.

Whichever individual arrives first - the Public Works Superintendent or the pager carrier - shall contact the Police Department Dispatcher at 878-8331 upon their arrival at the Town or Village Highway Garage. It is important to notify the Police Dispatcher that the Highway Departments are aware of conditions and starting the snow removal process. It also provides a record of event timing and crew availability.

Upon notification and arrival at their respective Control Centers (Highway Garages), employees will complete a pre-startup check of equipment and proceed to perform the necessary snow and/or ice clearing operations. The Superintendent in each community will periodically leave the Control Center to evaluate conditions and assist in the operations. During the period of time in which he is absent from the Control Center, he can be reached via radio or cell phone (reference notification rosters in Sections 2 and 3).

In a similar manner, contact must be made with the Police Dispatcher when the winter clearing operation has ended and employees are no longer on the road. This is important for continuous follow-up after the storm and the need for reactivation of the alert call-out system.

All operators of snow and ice equipment will keep in communication with the Public Works Superintendent or the Highway Garage at all times. Cell phones may only be used with a "Bluetooth", 100% hands-free device or when pulled over to the side of the road and the vehicle stopped.

Radio should be the primary means of contact during all storm events. Radio contact between the Town and Village for coordination of effort should only be between the two Superintendents. The list of radio call numbers for the Police, Fire and Public Works Departments is contained in Section 1, Appendix 5.

Equipment

To support the winter operations, each Department has equipment available for use as outlined in the equipment appendices under Section 2 (Town) and Section 3 (Village). However, the equipment used is generally consistent with the following:

Dump trucks, with either 7 CY capacity or 12 CY capacity, plow and apply materials to paved and gravel roads. The larger 12 CY capacity trucks are used almost exclusively on the Town gravel roads. All dump trucks doing paved roads are equipped with “ground-speed control devices” that are calibrated to apply a specific amount of product. They also stop application of product when the vehicle is stationary. Calibration is an important action to ensure an accurate application and reduce the impact of road salt and other products on the environment.

Dump trucks plowing gravel roads are not equipped with ground speed control devices since the material being applied is sand.

Sidewalk plows are used in the Town and in the Village for clearing of sidewalks. Due to their size and configuration, they do not have adequate capacity for applying sand or salt to all plowed sidewalks.

In an emergency situation where equipment is out of service for repair or the situation is beyond the ability of the community to handle, equipment and operators may be obtained from the other community. If such equipment or operators are not available, supplemental equipment may be rented/hired from area contractors. A list of potential contractors is indicated in Section 1, Appendix 7.

Also, assistance may be secured from other neighboring communities, although help in this area is unlikely if the storm event affects neighboring communities. Major winter disasters may require the assistance of the Vermont National Guard, if authority is given by the Governor. Both the Town and the Village utilize contract operations to assist in plowing or removing snow.

Materials

Both communities use solid sodium chloride (rock salt) as the primary deicer for paved roadways and parking lots, when temperatures are in the appropriate range of effectiveness. At 30 degrees Fahrenheit, one pound of salt melts 46.3 lbs. of ice in 5 minutes. At 15 degrees Fahrenheit, one pound of salt melts 6.3 lbs. of ice and it takes 1 hour. Because of the properties of salt, it is generally not applied by itself below 15 to 20 degrees. It is also used as a liquid either alone, prior to a storm to break the ice-road bond, or applied in combination with the solid salt to help the solid salt stay on the roadway.

Additives and other products improve the effectiveness of salt at lower temperatures. There are many commercial products used to augment the effectiveness of salt and most have trade-names such as Ice-Be-Gone. It is a magnesium chloride based product combined with agricultural materials from the distillation process (grains or sugars) and it operates more effectively than salt at lower temperatures.

Liquid Calcium Chloride will provide more melting at lower temperatures and it is usually applied with salt or alone as a liquid solution (20 to 30% solution).

Guidelines for application of deicing product have been developed nationally and one set is included from the American Public Works Association. Both the Town and the Village utilize the guidelines but may vary the application rates as local conditions dictate. The Guideline is included in Section 1, Appendix 4.

Quantities of winter deicing products and sand are maintained at each Highway Garage. Onsite storage is not sufficient for full winter usage. The Town has approximately 80% of its needed winter sand usage stored onsite at the start of winter and approximately 40% of its average winter salt usage onsite. The Village has 80% of its needed materials usage onsite at the start of the winter. The onsite supplies are augmented during the season with direct delivery from vendors. In some years, the availability of product has been a major issue and it has impacted operations. The price per ton for salt delivered to storage is set based on State bids by highway district, or as separately negotiated by each community. The price per ton for this winter varies between \$78.50 and \$85 per ton, depending upon the vendor. Multiple vendors are often used to help guarantee resupply throughout the winter.

Each plow operator in the Town and Village is required to complete the form in Section 2 and 3, Appendix F on a daily basis, submitted weekly, to record the materials used.

External Communication/Public Information/Complaints

Town: All communication from the public concerning conditions, problems and complaints should be directed during normal working hours (7:30 A.M. to 4:30 P.M.) to the Town Public Works Office via telephone as the principal and fastest means of communication (878-1344).

Requests for winter service can also be sent directly via the Town website at www.essex.org. In addition, complaints or requests for service can be written on a request form service slip with the required information noted and provided to the Public Works Secretary. This information will be converted to a work order within the Public Works office. The Town also utilizes a web-based application called See-Click-Fix in conjunction with the Village for registering complaints. The See-Click-Fix application is not intended for winter complaints that require immediate attention.

Village: All communication from the public concerning conditions, problems and complaints should be directed during normal working hours (8:00 A.M. to 4:30 P.M.) to the Village Office (878-6944). Complaints or requests for service, when received, should be written on a request form service slip with the required information noted and provided to the Village Public Works Superintendent. Other forms of receiving complaints are through the Village's "See-Click-Fix" application.

Request for winter service can also be sent directly via the Village website at essexjunction.org. The See-Click-Fix application is not intended for winter complaints that require immediate attention.

After Hours: Emergency requests during non-working hours in either community should be directed to the Police Department Dispatcher (878-8331) for relay to the appropriate Superintendent, Highway Foreman, Director or Highway Garage. The Highway Garage phone systems are intended for internal control only and not for direct communication between the public and the Department. During storm events, crews are on the road and employees are generally not in the garages.

All complaints will be reviewed and investigated and corrective action taken as appropriate.

General Notification for Winter Storm Emergencies

When conditions are especially severe, the Municipal Manager, the Town Public Works Director, the Public Works Superintendent in the Village, or the Police Chief may issue a special snow emergency statement advising the local media, radio station, major community employers and schools that conditions may adversely affect their operations. Appendix 6 to this section provides a list of contacts and phone numbers for various organizations that may be contacted. Social media may also be used.

During the winter season, frequent contact is made between the School Management staff and the Public Works staff regarding road and weather conditions. Public Works' role is solely to provide information on current and anticipated road conditions. Any decisions relative to late school openings or school closure rests entirely with School Management staff.

RESOURCES AVAILABLE TO ASSIST IN THE PLANNING AND EXECUTION OF WINTER OPERATIONS

In order to provide timely winter services and to gauge the level of activity required prior to, during and following winter storms, the following are utilized:

Weather forecasts are provided by the National Weather Service located at Burlington International Airport (862-2475). In addition, the weather forecasts are broadcast continually and receivers monitor this forecast at the Public Works buildings.

Weather forecasts are provided by local radio and television stations, including the dedicated weather channel on cable television, and through the internet at www.intellicast.com; www.nws.noaa.gov and www.accuweather.com

Road and weather conditions throughout the State are monitored by the State Transportation Agency in Montpelier and this information can be obtained by calling 511. Two state radio frequencies also can be monitored on the scanner for current information.

State highway frequencies: 159.075 (car to car) and 159.195 (District wide)

VTRANS also provides weather information of interest to municipalities directly to the Highway Departments through the VT. Local Roads Program.

Assistance is available on local road conditions from the Essex Police Department. During off-duty Public Works hours (3:30 PM to 7:00 AM), the Public Works Departments utilize information provided by police officers on duty/patrol as well as the on-call public works employee. To provide the best possible response in the shortest time, it is important that timely and accurate information be provided by the Police Department and conveyed to Public Works at the time contact is made. The needed input is identified in Section 1, Appendix 10.

WINTER UTILITY OPERATIONS

Prior to the onset of winter, the Water/Sewer Departments of each Public Works Department will:

1. Check hydrants and valves to insure their operability
2. Flag all hydrants for winter locations
3. Inventory and order necessary emergency materials
4. Insure that used fire hydrants are drained prior to winter
5. Drain hydrants that have been activated by the Fire Department

During storms, the Water/Sewer Departments may be called upon to assist in snow and ice clearing operations. Although it is anticipated that the winter highway operations will be primarily handled by the highway crew, selected water/sewer employees will also be utilized as the need arises for qualified plow operators. This use of water/sewer personnel may be on a set schedule or to meet overtime needs or relief plowing during extended storm durations.

Following storms, Water/Sewer Department employees shall endeavor to clear snow and ice from around hydrants and to clear access lanes to pumps stations, as possible and as time allows within the normal workday. It is acknowledged that the municipal workforce cannot clear all hydrants within the community following each winter storm and that access to hydrants during the winter cannot be effective without a joint effort between the municipal workforce and affected landowners. To help achieve the goal of keeping hydrants clear, the Public Works Department will coordinate with the Police Department for use of volunteer and neighborhood groups to shovel hydrants (Adopt a Hydrant Program) as well as assistance from the community's Fire Departments.

The Water/Sewer Department also has responsibility for repair of broken and frozen water mains, within the overall limit of municipal responsibility up to and including the service curb stop. Frozen service lines are the responsibility of the owner and not the municipality. The municipality may provide assistance but is not required to provide assistance on non-public portions of the municipal water system.

In the event of a power failure at any of the "canned" wet-well/dry-well pump stations, the Town and Village have a number of portable generators and mobile pumps which can be connected to any of these stations. When fire hydrants are used by the Fire Departments during the winter, the Fire Department will notify the Police Dispatcher immediately following the fire and identify the used hydrants by number. The Police Dispatcher will immediately notify Public Works through the alert notification roster, so the hydrants can be drained before they freeze.

APPLICABLE ORDINANCES/LAWS/LEGAL RULINGS

Winter Parking Bans

Both communities have adopted winter parking bans.

Section 815 of the Village of Essex Junction Municipal Code states that:

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

Section 7.20.050 of the Town of Essex Municipal Ordinances states that:

- A. *“No person shall park or leave unattended a vehicle of any type on any street, town road, alley, lane, park or public grounds in the town of Essex and the village of Essex Junction during the period of December 1st through April 1st of the next year between the hours of midnight and 7 a.m.*
- B. *The parking or leaving of any vehicle in violation of this section is hereby deemed a nuisance.”*

Towing of Vehicles:

Parking violation will result in the towing of vehicles. The Village towing procedures and requirements are defined in section 825 of the Village Municipal Code. The Town’s towing requirements are defined in Chapter 7.24 of the Town Ordinances. Copies of these documents are contained in the Appendices for Section 2 and 3.

State Laws Relevant to Winter Operations:

Title 19, Section 1111, Vermont Statutes Annotated Permitted Use of the Right of Way makes it unlawful to "...develop, construct, re-grade or resurface any driveway, entrance or approach or build a fence or building, or deposit material of any kind within, or to in any way, affect the grade of a highway right of way, or obstruct a ditch, culvert or drainage course that drains a highway, or fill or grade the land adjacent to a highway so as to divert the flow of water onto the highway right of way, without a written permit from the Board of Selectmen of a Town, as the case may be". Title 19, Section 1111 prohibits encroachment of the Town or Village right-of-way without prior approval by the Selectboard or Trustees. Objects in the ROW are placed there at the owner's risk and the Town /Village assumes no responsibility for any damage to objects placed in violation of the statutes. Common items damaged are fences placed within the municipal ROW, flowerpots, basketball hoops, etc.

Also, Title 19, Section 1105, states that "...A person other than a municipality acting with respect to highways under its jurisdiction who places or causes to be placed an obstruction or encroachment in a public highway or trail, so as to hinder or prevent public travel, or to injure or impede a person traveling on the highway or trail, shall be fined not more than \$1,000.00 plus the actual costs of repairing the damage and a reasonable attorney's fee, to be recovered in a civil action in the name of the town or state. One or more items of logging or other equipment temporarily within the right-of-

way of a trail shall not be actionable under this section if located in such a way as not to unreasonably impede passage. If the court finds that an action under this section was brought without substantial basis, the court may award a reasonable attorney's fee against the person bringing the action."

Title 24, Section 2291, Enumeration of Powers provides "...For the purpose of promoting the public health, safety, welfare and convenience, a town, city or incorporated village shall have the following powers:

...to provide for the removal of snow and ice from sidewalks by the owner, occupant or person having charge of the abutting property."

Title 23, Motor Vehicles, Section 1104(a)

...." Stopping prohibited

(a) Except when necessary to avoid conflict with other traffic or in compliance with law or the directions of an enforcement officer or official traffic control device, no person may:

(1) Stop, stand or park a vehicle:

- (A) on the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- (B) on a sidewalk
- (C) within an intersection
- (D) on a crosswalk"

In June of 2010, the State Supreme Court held that plowing snow onto property adjacent to a public highway is not a trespass or unconstitutional taking of property for public use. A copy of the full excerpt from this Court finding is included in the Appendix. The Town and Village will make reasonable attempts to evenly distribute plowed snow between and among neighboring properties. However, the location of driveways, fire hydrants, mailboxes and the like may not enable an "equal" distribution of plowed snow along roadways. Neither the Town nor the Village has the resources in terms of manpower, equipment or funds to expend time and effort in redistribution of snow piles along roadways. The primary function and objective of the departments during the winter is as designated in the jointly adopted resolution in the Winter Plan, i.e., . . . "The Town will endeavor to keep Town roads and designated walkways in a reasonably safe condition for travelers" . . .

Title 23, Section 1126a, Depositing snow onto or across certain highways prohibited, states that"(a) No person, other than an employee in the performance of his or her official duties or other person authorized by the agency of transportation (in the case of state highways) or selectboard (in the case of town highways), shall plow or otherwise deposit snow onto the traveled way, shoulder or sidewalk of a state highway or a class 1, 2 or 3 town highway.

(b) Nothing in this section should be construed to be in derogation of any municipal ordinance regulating the deposit of snow within the limits of town highways."

The purpose of these statutes is to protect the public. The practice of plowing snow from driveways across Town roads (perpendicular to the road) without removing the pile by plowing with the road creates an obstruction which is dangerous. Shoveling snow into the roadway will cause similar problems. Once frozen, the piles can cause vehicles to lose control and can also cause damage to the vehicles.

The Public Works Departments will generally warn the responsible residents on the first occurrence. On subsequent violations, Public Works will notify the Police Department for appropriate action against motorists and residents who violate either the towing ordinance or obstruction statute.

Information flyers covering these topics have been developed to notify customers of violations of these regulations and ordinances. Such notices are not legally enforceable documents but do provide the basis for police enforcement if such warnings are ignored. Copies are contained in Appendix 13.

INTERNAL COVID -19 EMPLOYEE AND WORKPLACE PRACTICES FOR WINTER OPERATIONS

PERSONAL AND FAMILY PROTECTION:

Strictly adhere to the guidelines and orders issued by the State of Vermont Department of Health, the Governor and the Unified Manager relative to COVID-19.

It is recommended to get a flu shot and be vaccinated against COVID-19

~~Fill out the COVID-19 required form daily when you show up for work.~~

~~Take your temperature every time you show up for work – record it on your form.~~

Wash hands often.

Wear mask when determined necessary for the protection of yourself and other employees/the public ~~inside a building other than when eating.~~

Recognize the difference between a cold and the flu (COVID or non-COVID) - reference VNA flier(attached).

Recognize the symptoms indicating that it may be COVID-19;

- **Fever**
- **Cough**
- **Shortness of breath or difficulty breathing.**
- **Chills**
- **Repeated shaking with chills**
- **New Loss of taste or smell**
- **Fatigue**
- **Muscle or body aches**
- **Headache**
- **Congestion or runny nose**
- **Sore throat**
- **Nausea or vomiting**
- **Diarrhea**

Isolate when in crowds-- from other employees – do not congregate in one location with multiple people around you.

Avoid touching your nose, mouth and eyes. **Eat with appropriate separation between other people;** ~~in your assigned seat for lunch and breaks, in your truck or standing separated from other people;~~ use only your own utensils or use plastic; use paper plates. Wash any shared utensils well.

If totally exhausted, see your supervisor and then go home and get rest.

Use protective gloves in the shop when touching multiple surfaces and when appropriate. Change gloves often and dispose of used gloves.

STAY HOME WHEN SICK especially if running a fever. See your doctor or a health clinic if you are running a temperature over 100.4 degrees or are showing other symptoms of COVID 19; call in and inform your supervisor of the symptoms you are experiencing.

Steps to take if you test positive for COVID:

The VT Health Department will contact you if you test positive for COVID-19. Immediately contact Dan Roberge, Chris, Dennis or Aaron; we will then contact Travis for further instructions.

Get medical help and direction from your health provider.

Be prepared to tell your employer who in the workplace you had closer contact with than six feet for more than 15 minutes over the previous two days. Also, any equipment or tools you were using.

The primary contact for return to work requirements will be Travis.

Be prepared to work on different routes than normally assigned, both in the Village and the Town.

Your health and that of your family depends not only on the actions you take but on the actions or lack of actions other employees take. Self-police the workplace so everyone stays safe.

WORKPLACE PROTECTION:

Exchange the air in the building by opening doors and windows for 5 minutes every day that someone is in the building first thing and 5 minutes before leaving,

irrespective of the temperature.

~~Fog the building at least once every three days.~~

Clean all surfaces after touching, especially in the bathroom and eating areas

Don't congregate in the work place; ~~stay in your vehicle as much as possible and away from the garage.~~

Set up the kitchen break areas so everyone is at least 6 feet apart and has a designated seating area.

Wipe down all touched internal truck/equipment/tool surfaces before starting the day's work and at the end of the workday; other people are likely to use the equipment.

Order and keep adequate PPE supplies on hand.

Maintain a record of what vehicles or equipment you have operated for the day. ~~Write it on your COVID form. This information will be needed if you were to test positive for COVID.~~

APPENDIX 1

Pre-Winter Preparation, Orientation and Training

The Importance of Coordination

Update the operations plan yearly based on the previous years' experience and let the media, Police Department, Fire Department, School Department and other officials know about the plan. Conduct coordination meetings.

Know the plowing and spreading routes

1. All employees will make trial runs of their routes before winter to familiarize themselves with routes, road conditions, obstacles and problem areas. Remember that road conditions change from year to year and obstacles may be present now that were not there in the past. Plan fall meetings to familiarize road crews with their winter duties and all routes in case someone becomes ill and another crewmember must take over the route.
2. During trial runs, pinpoint drains and waterways that must be opened after every storm. Mark other structures that will be hidden from a plow, including fire hydrants, guard rails, drop inlets, catch basins and curbing ends. Discuss and mark, if needed, areas that have been consistent sources of complaints in the past.
3. Plan plowing routes to bring trucks back to storage facilities when they are almost empty of deicing material. This saves time and fuel.
4. Review the new development plowing plan with the full crew in late fall. Identify which new roads not yet accepted will be plowed by the Town.

Effective Radio/TV Communication

1. Review the alert notification roster and radio calls with all employees.
2. Check all radio equipment and insure that working spares are stockpiled at the garage.
3. Review the storm warning system with all affected employees.

Equipment - Operation and Maintenance

1. Each Public Works /Highway Superintendent is responsible for cross-training of

operators in the use of all equipment. Equipment will not be operated by inexperienced personnel without supervision.

2. Prior to the onset of winter, the mechanic, superintendent and operator will perform complete vehicle inspections on all winter equipment to include at a minimum:

- check of all wing and plow hydraulic systems to insure proper operation

- check on the condition of moldboards, cutting edges

- operation of snow plow hoists, towers, sanders and controls to include calibration tests for sand or salt spreading and operational checks of the computer-controlled material feed systems

- brake checks, air and hydraulic hose checks

- all vehicle lighting, including wiring and sockets on headlights, taillights, stop lights and turn signals. (Warning lights must be visible from all sides, whether bodies are raised or lowered).

- replacement of side or end-body reflective tape as necessary

3. The Town mechanic and the Village Public Works/Highway Superintendent as appropriate will order and keep on hand an adequate emergency supply of critical equipment, such as tires, spreader repair parts, hydraulic fluid and fittings, tire chains, plow parts, lights.

4. The Public Works/Highway Superintendent will insure that operators perform and document preventive maintenance on a daily basis to include at a minimum:

- inspection of tires for wear

- checks on brakes and air systems

- checks of hydraulic hoses for leaks

- visible structural checks of frames and the pins holding the bed to the frame

- all electrical equipment, especially lights, wiring and sockets

- wipers

- plow blade wear

- safety equipment checks (see Appendix 8)

Materials

1. The Public Works/Highway Superintendent are responsible for insuring that adequate supplies of sand, salt and other winter products are on hand prior to the start of winter.
2. The Public Works/Highway Superintendent are responsible for maintaining adequate supplies of gravel, pea-stone, salt, calcium chloride, liquid salt (brine) and other winter products throughout the winter.

Training

Training will be conducted annually and as needed based upon the experience of the workforce on some or all of the following subjects in support of winter operations:

1. The winter snow plan
2. How salt, salt brine, calcium chloride and other deicing agents work
3. How and when to use the appropriate materials and mix of materials
4. Application rates/salt reduction
5. Special storm situations/ review of problems and complaints from previous year
6. Special deicing problems/locations
7. Winter safety considerations
8. Police/Public Works communications
9. Parking/towing ordinance
10. Public relations/complaint procedures / interaction with the public
11. Other subjects as appropriate
12. Accident procedures
13. Record keeping on material usage

APPENDIX 2

Continuing Operations During Non-Storm Periods

Soon after a storm event or during periods of lessened storm activity, a number of operations need to take place to insure readiness for subsequent winter operations.

Equipment needs to be inspected, using preventive maintenance techniques, and repairs made as necessary. Special attention needs to be given to tires, brakes, snowplows - including wings, shoes, bearings, spinners and chloride feed systems.

Written documentation is needed on a daily basis by each equipment operator during the winter on the hours plowed, the amount and type of materials used and any identification of ongoing problems or hazards that need be addressed.

Plow routes need to be driven and checked for identification of problems, especially illegal plowing by driveway contractors, problem mailboxes, snow castles, etc. It is the responsibility of the route driver to identify these problems and report them to the supervisor.

Materials, especially salt, need to be reordered to try and provide an adequate stockpile on-site.

It is important to wing-back snow on road shoulders following each major deposition of snow and to clear critical areas to make room for future storage. If the snow bank height becomes excessive, the top of banks will have to be cut down for proper visibility or future snow storage. If the snow is allowed to melt in place and refreeze, the result is a heavily compacted mass which cannot be moved without considerable effort by snow plows. Therefore, winging-back is an ongoing function which needs to be addressed as soon as storms subside and the amount of stockpiled snow dictates that winging-back is needed.

It is important that roadway drains and catch basins be kept open to allow melting ice and snow to run off. A salt or solid calcium chloride application may be needed to free them of ice and snow.

Following a storm, generally within 48 hours, an investigation will be made of all complaints received during the storm. The investigation will be completed by the Director, Superintendent, Foreman or their designated representatives. Their findings shall be made known to the complainant as soon as practicable.

During non-storm periods, municipal sidewalk plowing will not be extended to areas not covered under the Winter Operations Plan sidewalk plan. Plowing sidewalks during the winter season that have not previously been plowed can result in damage to equipment, infrastructure and property that is hidden under the snow cover.

Hauling of Snow: The Town outside the Village

The Winter Operating Plan does not include hauling snow in the Town outside the Village. The Town plowing equipment is configured to haul and spread winter products – sand, salt and other materials. It is not configured to haul snow with major, time consuming and labor-intensive changes to the equipment. In addition, the Town has no location established and permitted for ecologically safe dumping of snow.

However, at specific locations, intersections, cul-de-sacs without storage space, school bus route problem areas or sites of repeated accidents, the Town may selectively utilize the loader and contract dump trucks to haul limited quantities of snow from a specific site. The principle purpose of snow removal is for the public's safety and not for the convenience of the public. The hauled snow shall be dumped on Town owned land where it will have the least possible impact on the environment. The location will be determined by the Public Works Director or Superintendent.

Hauling of Snow: The Village

The Village hauls snow from a number of select locations to include but not necessarily limited to Railroad Street and the parking lot serving the Village offices. As determined by the Village Public Works Superintendent, snow may also be hauled from approximately 16 cul-de-sac locations. The designated snow storage area is at the Village Wastewater Treatment Facility.

APPENDIX 3

Post-Winter Follow-Up

Review the winter snow clearing operations as soon as possible in the spring with all in-house personnel and outside affected groups, including fire, rescue, police, schools, industry, the public and elected officials to obtain input for improvement in the coming season.

Give all equipment a thorough maintenance check after the last snowstorm of the winter.

1. Sandblast and paint all plows, blades and spreader assemblies as appropriate.
2. Order new plow blades and other equipment as necessary.
- 3.. Oil and grease all moving parts before storing equipment.

Schedule summer construction for areas where road defects have resulted in problems all winter long, such as but not limited to ice patches, frost heaves, and poor ditching.

Identify new equipment needs for improving operations.

Provide the opportunity for employees to attend snow conferences and other events to broaden their understanding of snow clearing operations and to become aware of changing equipment and technology.

Develop and maintain a list of the significant complaints and/or plow route or technique changes that occurred during the past winter. Use these notes to develop changes to plow routes or special situations for incorporation into the Winter Operations Plan for the next year.

APPENDIX 4

Material Application Guidelines

Application rates and use of various materials will need to be adjusted not only for different storm events but also during each event. Storms seldom do what they are predicted to do. During a snow or ice event, traffic volumes and patterns will vary. All these variables are the reason that all application tables relating to snow and ice control refer to themselves as guidelines. Important things to remember include:

Techniques:

Common sense and careful adherence to material application rates are key components of an effective snow removal operation. Also, timing is critical in applying salt, salt brine, calcium chloride, other deicing products or mixes and sand. Deicing should begin as soon as the snow starts to accumulate to keep snow and ice from bonding to the pavement.

Take advantage of nature when deicing. Let the wind help to spread salt or sand over the road. On elevated curves, let gravity work by spreading on the high part of the curve.

Sand does not melt anything. It has ability to aid in traction and that is it. It may be used in a mix with salt or other de-icing products during a freezing rain event or when temperatures are so low as to render deicing agents useless.

Always plow before applying any kind of chemical. If the blade can scrape anything off the pavement, it should be down.

Higher traffic volumes will aid in the melting of snow and ice. In general application rates can be lower on these roads.

To know when to reapply deicer on the road, watch the tires of cars travelling along the road. If snow falls directly behind the tires, it is time to reapply salt. If snow fans out under the tires, the deicer is still working. When snow begins to accumulate, generally plow and stop the application of deicer.

Higher traffic speeds will sweep straight salt off the road leaving less deicing product on the road, which reduces its ability to address the precipitation.

Remove snow, if necessary, from intersections, sharp corners and bends to improve visibility.

It is not cost effective to use dry salt when pavement temperatures are below 15 degrees F.

Give salt and treated salt time to work. Generally apply salt or brine early to create a brine at the snow/road interface and salt late for clearing.

Increase salt application during the night and on sunless days when the temperature drops sharply. Without the sun, you lose the effect of pavement radiation and warmth.

Know the pavement temperatures and their trends. Pavement temperature is affected by sunshine, clear skies at night, air temperature and wind. Pavement temperatures in the spring on a sunny day are often sufficiently high that salting is not needed other than on bridges or heavily tree canopied roadways.

Adjust the spinner speed to the lowest possible for the conditions.

The goal should be to never melt everything. It should be to break the bond to the pavement made by the snow and ice.

Sometimes, it is best to do nothing or postpone plowing until there is a build-up on the road.

The table on the following page is taken from the American Public Works Association document entitled Municipal Snow and Ice control by Matt Wittum, latest version dated August 2014.

These rates are not fixed values, but rather the middle of a range to be selected and adjusted by an agency according to its local conditions and experience.

			Lbs. / one -lane mile			
Pavement Temp. (°F) and Trend (↑↓)	Weather Condition	Maintenance Actions	Salt Pre-wetted/ Pretreated with Salt Brine	Salt Pre-wetted/ Pretreated with Other Blends	Dry Salt *	Winter Sand (abrasives)
	Snow	Plow treat intersections only	80	70	100*	Not Recommended
>30° ↑	Frz. Rain	Apply Chemical	80	70	100*	Not Recommended
	Snow	Plow & apply chemical	80	70	100*	Not Recommended
30° ↓	Frz. Rain	Apply Chemical	150	130	180*	Not Recommended
	Snow	Plow & apply chemical	120	100	150*	Not Recommended
25-30° ↑	Frz. Rain	Apply Chemical	150	130	180*	Not Recommended
	Snow	Plow & apply chemical	120	100	150*	Not Recommended
25-30° ↓	Frz. Rain	Apply Chemical	160	140	200*	400
20-25° ↑	Snow or frz. Rain	Plow & apply chemical	160	140	200*	400
	Snow	Plow & apply chemical	200	175	250*	Not Recommended
20-25° ↓	Frz. Rain	Apply Chemical	240	210	300*	400
	Snow	Plow & apply chemical	200	175	250*	Not Recommended
15-20° ↑	Frz. Rain	Apply Chemical	240	210	300*	400
15-20° ↓	Snow or frz. Rain	Plow & apply chemical	240	210	300*	500 for frz.rain
0-15° ↑↓	Snow	Plow, treat with blends, sand hazardous areas	Not Recommended	300	Not Recommended	500 spot treat as needed
< 0°	Snow	Plow treat with blends, sand hazardous areas	Not Recommended	400**	Not Recommended	500 spot treat as needed
* Dry salt is not recommended It is likely to blow off the road before it melts ice.						
** A blend of 6-8 gal/ton MgCl ² or Ca Cl ² added o NaCl can melt ice as low as -10°						

Deicing Application Rate Guideline 12' of pavement (one lane)

APPENDIX 5

List of Radio Call Numbers

NOT AVAILABLE IN PUBLIC VERSION

Section 1

APPENDIX 6

Contacts for Winter Storm Emergencies

NOT AVAILABLE IN PUBLIC VERSION

Section 1

APPENDIX 7

List of Contractors for Assistance

<u>NAME</u>	<u>TELEPHONE #</u>
Ormond Bushey & Sons, Inc. (Ormond) 2 Bushey Lane Essex Jct., VT	872-8110
John Leo & Sons P.O. Box 8265 Essex, VT 05451	878-4982
Don Weston Excavating, Inc 349 Commerce Street Williston, VT 05495	860-1566
Dave's Rubbish Removal 6 Curtis Avenue Essex Jct., VT 05452	878-2668
Wayne Russin Excavating Underhill, VT 05489	899-3396
S and D Landscapes 66 Logwood Circle Essex, VT 05452	879-8970

Winter Safety Practices**Personal Safety**

The potential for personal injury increases significantly during winter operations due to the effects of cold temperatures, inclement weather, long periods of continuous operation, working in traffic areas during storm conditions and the tendency to "rush" to handle emergencies. Each employee needs to take personal responsibility for his/her own safety by exercising common sense and good judgment. To help prevent cold weather injuries, the following guidelines are provided:

Wear Proper Clothing

1. Dress in loose-fitting layers for the most adverse conditions expected. Loose clothing allows the blood to circulate freely which helps prevent frostbite. Layers can and should be removed while in a heated cab; however, all appropriate clothing, i.e., wet or cold weather outer-garments needs to be carried in the vehicle each time the vehicle leaves the garage. The gear has to be available in the case of an accident, vehicle breakdown or assistance to other drivers.
2. Protect your feet by wearing warm, dry boots; keep dry socks and wet weather boots readily available for use. When outside vehicles, non-insulated boots will not keep your feet warm if you remain inactive or motionless for long periods.
3. Keep an extra pair of dry gloves in the vehicle.
4. When outside the cab, wear a cold weather hat that protects the ears from frostbite. Heat loss from the body is more rapid when a hat is not worn.

Prevent Dehydration

1. The first evidence of dehydration is dark, yellow-colored urine. Other indicators are slow motion, no appetite, stomach sickness, drowsiness, tingling in the arms and difficulty in walking.
2. Carry fluids in the vehicle -- water, tea, coffee, soup. Any employee using alcohol on the job or driving under the influence of illegal drugs or alcohol will be subject to immediate suspension or termination.

Recognize Symptoms of Common Injuries/Life Threatening Conditions

3. Exposure to cold and wind chill factors

Wind, in combination with cold temperatures, creates an equivalent lower temperature. A 0°F actual temperature with a 15 mph wind is equivalent to -24°F temperatures.

Initial symptoms of exposure to cold include shivering, numbness, low body temperatures, drowsiness and marked muscular weakness.

Treatment involves getting to a warm area as quickly as possible, re-warming by adding clothing, wrapping in a blanket, drinking of hot liquids.

2. Frostbite

Frostbite results when crystals form in the fluids and underlying soft tissues of the skin. The effects are more severe if the injured area is thawed and then refrozen. Frostbite is the most common injury resulting from exposure to cold elements. Usually, the frozen area is small. The nose, cheeks, ears, fingers and toes are most commonly affected. Just before frostbite occurs, the affected skin may be slightly flushed.

Symptoms include: skin becomes white, gray or waxy yellow; skin tingles, then becomes numb; pain may occur, then let up - pain will be intense during thawing; blisters may form; the area of frostbite swells and feels hard.

Treatment includes:

- (1) Protect the frozen area from further injury
- (2) Gradually warm the frostbitten area as soon as possible
- (3) Seek medical assistance immediately in the case of severe frostbite.

3. Snow blindness

Snow blindness occurs when the ultra-violet rays of the sun are reflected from a snow-covered surface.

Symptoms include: gritty feeling in your eyes; pain over the eyes; red, watery eyes.

Prevention: use sunglasses on bright sunny days

Treatment: wet compresses applied to the eyes, blindfolding the eyes, rest and recovery.

4. Carbon monoxide poisoning

Carbon monoxide is a deadly gas and is particularly dangerous because it is odorless and colorless.

Symptoms include: headaches, dizziness, yawning, a sick stomach and ringing ears in cases of mild poisoning. Severe cases will cause the heart to throb or flutter.

Treatment involves getting ventilation or outside air. Unconscious victims should be given mouth-to-mouth resuscitation and medical assistance obtained immediately.

Equipment Safety

Perform all pre-operation checks of vehicles to insure that critical vehicle systems are operational before leaving the garage.

Check each vehicle for working safety/emergency equipment onboard to include:

1. flashlight
2. fire extinguisher
3. first aid kit
4. safety flares
5. warning signs with reflectors
6. operational communications equipment
7. shovel, hammer, pliers, screwdrivers
8. safety vests

Do not exceed appropriate speeds for the equipment or operation. Obey posted speed limits.

Operational Safety

The Public Works/Highway Superintendent is responsible for routinely checking fatigue levels and switching/relieving drivers as necessary. In general, operators should not exceed shift lengths of 16 hours, except in extreme emergencies. The Public Works/Highway Superintendent also needs to pre-qualify drivers to ensure that they have the capability and skill to operate assigned equipment.

On Town vehicles, the mechanic will routinely check vehicles to verify operator preventive maintenance and to check on the operational capability of the equipment. On Village vehicles, the Public Works Superintendent performs this task.

Operators need to be especially cognizant of the following situations:

1. Changes along the route, such as relocated mailboxes, new curb cuts, deep ditches, etc.
2. Pedestrians in the roadway or in a position where thrown snow can knock an individual down.
3. Children playing in snowbanks; snow forts.
4. Inability to see immediately behind vehicles, especially when backing up.
5. Crowding the centerline.
6. Excessive speed.

Safety briefings will be held as part of the Snow Day session and periodically during the winter on at least a monthly basis.

APPENDIX 9

Section 1

Adjacent Towns' Contact Lists

NOT AVAILABLE IN PUBLIC VERSION

APPENDIX 10
Winter Notes to Police

1. Is the problem Town-wide, restricted to one area of Town or at a specific location?
The problem location needs to be defined as accurately as possible.
2. What is the specific nature of the problem?

Snow - How much is on the road(s) and how much is falling? Is the problem on paved or gravel roads or both?

Ice - How severe is the condition and is it widespread or site specific? Is the problem on paved or gravel roads or both?

Miscellaneous - explain what the problem is in as much detail as possible.

Debris - What is it (i.e., tree in road)? What is its size? Is it blocking all traffic or only one lane, etc.?

Washouts - How large an area is affected (size) and is the washout in progress or over?

Emergency Access - Police, Fire or Rescue cannot get to a location because of specific road conditions or problems.
3. What is being done by the Police Department pending arrival of Public Works employees?

Will the Officer remain on site?
Will barricades be put up?
Will roads be closed?
Will Fire/Rescue be contacted?
Will the media be contacted?
4. A decision on what effort is needed to correct the problem will be made by the Public Works Department. However, any input from the Police Officer on site may assist Public Works in the timely arrival of help.

APPENDIX 11

Warning Notes/Fliers

- 1. PARKING BAN**
- 2. CHILDREN WARNING**
- 3. SNOW ON WALKS**
- 4. HIT MAILBOX**
- 5. MAILBOX INSTALLATION/CORRECTION**

**Town of Essex
Village of Essex Junction
Department of Public Works
Police Department**

Town Public Works 878-1344
Village Public Works 878-6944
Police Dept. 878-8331

“No person shall park or leave unattended a vehicle of any type on any street, town road, alley, lane, park or public grounds in the Town of Essex or the Village of Essex Junction during the period of December 1st through April 1st of the next year between the hours of midnight and seven a.m. (Section 7.20.050A of the Town Ordinance)”

The ban applies whether or not it snows.

Vehicles found in violation of the Town or Village Towing Ordinance shall be towed and subject to a fine.

The owner of vehicles parked within the Town or Village right-of-way may also be liable for damages.

**Town of Essex
Village of Essex Junction
Department of Public Works
Police Department**

Town Public Works 878-1344
Village Public Works 878-6944
Police Dept. 878-8331

A WARNING

Do not allow your children to play on or build fort or tunnels in roadside snow banks. Snow plows cannot change their speed or direction quickly enough to prevent injury or death to children playing in the snow banks.

**Town of Essex
Village of Essex Junction
Department of Public Works
Police Department**

Town Public Works 878-1344
Village Public Works 878-6944
Police Dept. 878-8331

REMINDER:

According to Title 19, Section 1111B of the Vt Statutes, "it is illegal to deposit material of any kind within, or in any way affect the grade of a highway right of way without a written permit from the Board of Selectmen of a Town."

It is illegal to remove snow from private property and deposit it on the sidewalk, roadway or against such authorized structures such as fire hydrants.

Under Title 19, Section 1105, . . "A person other than a municipality who places or causes to be placed an obstruction or encroachment in a public highway or trail so as to hinder or prevent public travel, or to injure or impede a person traveling on the highway or trail, shall be fined not more than \$1,000 plus . . ."

PLEASE CONSIDER THIS A WARNING.

**Town of Essex
Village of Essex Junction
Department of Public Works**

Town Public Works 878-1344
Village Public Works 878-6944
Police Dept. 878-8331

The Public Works Dept. has determined that the damage to your mailbox was done by a Town/Village plow truck. A municipal employee will either repair your mailbox and/or post or install a standard new one, depending on the extent of the damage sometime in the next few days.

In some cases where poles/posts are damaged, a temporary fix will be made until a permanent replacement is installed in the spring.

The Selectboard and Trustees have established an upper limit for mailbox reimbursement of \$50.

Residents with specialty mailboxes costing more than this amount will be limited to the stated reimbursement.

To report a damaged mailbox, please call the Town or Village Public Works Office as appropriate during normal working hours Monday through Friday, 7:30 a.m. to 4:30 p.m.

**Town of Essex
Village of Essex Junction
Department of Public Works
Town Public Works 878-1344
Village Public Works 878-6944**

MAILBOX CORRECTION NEEDED

Please make the following corrections to your mailbox to reduce the chance of damage during winter plowing operations. The mailbox is:

- ☐ **Leaning forward, needs to be straightened**
- ☐ **Too close to road, move back**
- ☐ **Too low, raise to appropriate height**
- ☐ **Secure fastener(s) / Connection loose**
- ☐ **Other**

American Association of State Highway and Transportation Officials (AASHTO) "A Guide for Erecting Mailboxes on Highways"

- **Height - - 42" to 48" from road surface**
- **Setback - -
with curb - - 6" to 12" from face of curb
uncurbed - - a minimum 12" from the
edge of pavement**

APPENDIX 12

Vermont Supreme Court Ruling 2010

Vermont Supreme Court: Snow and Snowplowing are Facts of life in Vermont; Trespass and Takings Claims must be Dismissed.

In a decision very favorable to Vermont municipalities, the Vermont Supreme Court has held that plowing snow onto property adjacent to a public highway is not a trespass or unconstitutional taking of property for public use. *Ondovchik Family Limited partnership v. Agency of Transportation*, 2010 VT 35

The plaintiff, Ondovchik Family Limited Partnership (OFLP), is a property owner in Shelburne. As a result of the expansion of State Route 7, a building on the property is located less than eight feet from the highway. OFLP complained that the Vermont Agency of Transportation's (VTrans) snowplows propel snow and contaminated water runoff across the sidewalk and onto OFLP's building and brought suit. The Vermont Supreme Court held that VTrans is under a lawful duty to remove snow from Vermont's highways and this duty carries with it the privilege to deposit snow on adjacent property so long as this action is reasonably necessary to performance of the duty. VTrans has discretion to choose an efficient method of removing snow, even if the method it chooses causes some intrusion into or incidental damage to adjacent property.

OFLP also asserted that VTrans' plowing activities resulted in a taking of its property for public use, in violation of the Fifth Amendment of the United States Constitution, Article 2 of the Vermont Constitution. The Supreme Court rejected this argument as well, stating, "When winter road maintenance activities result in the intermittent snow throw and water runoff, it is an incidental incursion only and does not represent the kind of invasion that would amount to a taking."

OFLP's injury was no different than those of other landowners whose property fronts on plowed roads, all of whom benefit from having the roads plowed and who must "deal with the consequential and incidental incursions and damage that snow throw and water runoff may cause." The Court noted that "snow and snowplowing are facts of life in Vermont, and we do not find a cause of action when defendant had done nothing more than protect public safety by plowing roads that it has an ongoing legal duty to plow."

Vermont municipalities maintain approximately 11,500 miles of local highways, about five times the number of miles maintained by the state. The Supreme Court's common sense approach to the inevitable consequence of winter and snowplowing is welcomed by all. A copy of the decision is at <http://info.libraries.vermont.gov/supct/current/op2009-182.html>

Jim Barlow, Senior Staff Attorney, Municipal Assistance Center.

VLCT News, June 2010

SECTION 2
WINTER OPERATIONS
SPECIFIC TO THE
TOWN
OUTSIDE THE VILLAGE

SECTION 2

WINTER OPERATIONS SPECIFIC TO THE TOWN OUTSIDE THE VILLAGE

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Pager Responsibility.....	T1
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Mailbox and Encroachment in the Town Public Right of Way.....	T12

Appendices

Appendix A	Organizational Chart of the Town Public Works Department
Appendix B	~~Town Vehicle/Route Assignments~~ (Internal Distribution)
Appendix C	Town Equipment for Snow Operations
Appendix D	Maps of Highway Routes (Town)
Appendix E	~~Town Notification List~~ (Internal Distribution)
Appendix F	Town Winter Materials Usage Report
Appendix G	Town Towing Ordinance

SECTION 2

WINTER OPERATIONS SPECIFIC TO THE TOWN

OUTSIDE THE VILLAGE

General

The Town of Essex Public Works Department has the responsibility of maintaining essential services on over 76.92 miles of accepted Town roadways, 23.16 miles of which are gravel and 53.76 miles paved, as well as over 58 miles of waterline, over 53 miles of walks and paved paths, over 30 miles of sewer, over 1,700 catch basins and associated piping and maintenance of public buildings. A significant portion of the Department's overall efforts are directed towards maintaining the essential transportation and utility services during the winter season.

The Public Works Director has ~~direct~~ general responsibility for management of the Department, acting under the ~~general~~ policy direction of the Unified Manager and authority of the Selectboard. The Public Works ~~Director of Operations has direct responsibility for managing~~ manages seven ~~six~~ functional areas within the Department - Administration, Engineering, Vehicle Maintenance, Highway, Conservation, and Water/Sewer. ~~The responsibility for Public Buildings falls under the Public Works Director.~~ The day-to-day operations of Vehicle Maintenance and Highway ~~and Public Buildings~~ are supervised and coordinated by the Highway Superintendent. The Highway Superintendent is responsible for winter field-crew operations. Administration is the primary responsibility of the Public Works Secretary. ~~The Town Engineer/Utility Director is responsible for the Water/Sewer and Engineering Divisions and acts for the Public Works Director in his absence.~~ Section 2, Appendix A contains an organizational chart identifying Department structure; section 2, Appendix B lists vehicle and route assignments; Section 2, Appendix C lists vehicles available for plowing.

The general procedures used by the Town during winter operations have been identified in Section 1. More specific details on Town operations are as follows:

Pager Responsibility

During the winter of 2021-2022, the non-working-hours pager responsibility will be shared among selected Public Works Highway Level III and IV employees rotating on a published schedule. The person carrying the pager will make an initial determination on how the storm event will be handled. The employee with the pager will be temporarily in charge of operations until the ~~Public Works Superintendent, Highway Foreman~~ Superintendent or Public Works ~~Director of Operations~~ arrives and takes over responsibility. A list of persons carrying the pager and dates ~~will be~~ has been published ~~and is in effect~~.

If contact cannot be made with the Highway Pager, the Highway Superintendent should be paged followed by use of the Notification list identified in Section 2, Appendix E.

Winter Storm Operations

Determination of Town Operations

Using the resources available to the Town and judgment based on experience, the Public Works Superintendent or his designated representative will determine the appropriate level and timing of snow and ice control to be performed by the Department. The Superintendent of Public Works or his designee will contact employees in the Department using the alert notification list.

Control Center

Upon notification, employees at the Highway Garage on Sand Hill Road complete a pre-startup check of equipment and proceed to perform the necessary snow and/or ice clearing operations. The Control Center is contacted either using the Highway Garage telephone number or the Superintendent's number.

Equipment

To support the operation, the Department has equipment available as noted in Section 2, Appendix C. Three 7 cy dump trucks have automatic salt calibration devices installed (#103, #107, #105) as well as all three of the 3 cy dump trucks (low pro's #112, #104 and #123). The remaining "gravel" road 14 cy dump trucks do not have calibration devices installed. Trucks #103, #107 and #105 are equipped with liquid application tanks for use in pre-wetting the salt at the spinners using either liquid salt brine (NaCl) or Calcium Chloride.

Materials

At the Highway Garage yard located on Sand Hill Road, ice and snow clearing materials are stockpiled for use during the winter season. The materials used by the Town are:

1. 5,000 to 6,000 tons of sand.
2. Approximately 500 tons of salt are maintained on-site in covered salt sheds. Usage increased last winter due entirely to winter weather conditions. In recent preceding years salt usage has generally been lower due to less severe winter weather, improved application and control equipment on more trucks, increased monitoring, supervisor direction on salt application and greater use of a variety of products, matched against the temperature, road condition and precipitation level.

As the on-site stockpile of salt is depleted, additional salt is ordered. The Town source currently being used is:

Cargill Salt Company
c/o Barrett's Trucking
16 Austin Drive
Burlington, VT 05401

Other potential sources are:

American Rock Salt Co, LLC
P.O. Box 190
MT. Morris, NY 14510
Contact: Christine Tandy

Apalachee LLC
1423 Highland Ave
Rochester, NY 14620

3. 3,500 gallons of 32% liquid calcium chloride are stockpiled in a weather-protected fiberglass storage tank at the Highway Garage. This material is utilized in connection with rock salt to speed the thawing process and depress the thaw point.

4. Salt brine may be utilized under certain conditions. The salt brine is used sparingly to pre-wet roads prior to a storm when temperatures are 32° or slightly lower and to routinely pre-wet salt distributed off the plow-truck spinner. Salt brine is only effective within a narrow range of temperatures and weather conditions, and therefore, the Town only has a stockpile of 500 to 600 gallons available for use during a given storm.

5. Other alternative chemical/organic products will be purchased and stored this year for use during low temperature situations. One product used in 2017-2018 was Ice-be-Gone (Magic Salt). It will be sprayed onto a portion of the stored salt and will be used at temperatures around 15 degrees or lower.

Snow Plowing and Sanding/Salting Operations

The Public Works Department has organized the equipment into seven major routes for routine operations. During very heavy snowfalls, the road grader may be used on an eighth route in the northeast quadrant to free up one additional dump truck to assist in clearing other priority routes. In general, two heavy-duty dump trucks (14 cy capacity each) plow and spread sand on the gravel roads and certain designated paved roads, three heavy-duty dump trucks (7 cy) and three medium duty dump trucks (3 cy) plow and spread salt on the paved roads. The routes are described in section 2, Appendix D. Each complete route for a single truck is approximately 35 miles in length and takes in excess of four to five hours to complete, once a major snow event is over.

1. The routes have been established to provide highest priority coverage to the roads with heaviest usage (the major arterials) and history of severest conditions and/or accidents. The highest priority roads for each designated route are:

S.Wilson Paved Route (Truck 105 – 7 cy)

Susie Wilson Road
Susie Wilson Road Bypass
Kellogg Road
Gardenside Lane

Susie Wilson Support Route (Truck 123 – 3 cy)

Old Colchester Road
Gentes Road
Pinecrest Drive

NW Gravel Roads (Truck 106 – 14 cy)

Brigham Hill Road
Lamore to Discovery
Chapin Road
Lost Nation Road to Discovery Road
Discovery Road

Central Route A (Truck 103 – 7 cy)

Essex Way
Towers Road
Old Stage Road
Clover Drive
Sydney Drive
Hagan Drive

Central Route B (Truck 104 – 3 cy)

Billie Butler Drive/Carmichael Street
Tanglewood Drive
Lamell area
Other roads within the plow route without sidewalks
or school bus coverage

Central Route C (Truck 112 – 3 cy)

Upper Sand Hill Road area
Foster Road
Maplelawn Drive
Margaret Street
Deer Crossing
Other roads within the plow route without sidewalks
or school bus coverage

NE Gravel/Paved Route (Truck 108 14cy)

Weed Road

Osgood Hill Road

Bixby Hill Road

Sleepy Hollow

SE Paved Route (Truck 107)

Lower Sandhill Road

Valleyview Drive/Pinewood Drive loop

North Williston Road

Allen Martin Drive

2. The cycle capability of each vehicle will be maximized so that unnecessary reload trips are not made for re-supply of materials at the Highway Garage.

3. Plow routes are designed for mostly right-hand turns to avoid leaving windrows in intersections.

4. An intermediate priority will be given to collector streets with lesser traffic loads and a reduced history of accidents. (A collector street is one that is being used or will be used to carry a substantial volume of traffic from a minor street(s) to a major street or community facility, and normally includes the principal entrance street to a large subdivision or group of subdivisions, and the principal circulation streets within such subdivisions). Examples of this type of street are Greenfield Road, Greenbriar Drive, Sleepy Hollow Road, Brigham Hill Road, Indian Brook Road, Lost Nation Road, Willoughby Drive, etc.

Because of their location adjacent to collector streets, many minor streets (not including dead-end streets and cul-de-sacs) will be cleared concurrent with collector streets or immediately following the collector streets. Examples are Margaret Street, Lavigne and Perry Roads, Colonel Page Road and Pioneer Street.

Dead-end streets follow in priority.

Some collector, minor or dead-end streets may be cleared earlier in a given storm event to meet the objectives of cycling, access on steep grades and school routes/pick-up points/streets without school busing coverage.

Due to the inability of the 7 cy trucks to effectively clear many dead-end streets and cul-de-sacs, the operations plan has been revised to clear more of the dead-end roads with the intermediate plow trucks (3 cy). These trucks can clear the streets and dead-ends and not require that separate trips be made with pickups and one-tons. Clearing of cul-de-sacs and dead-end streets is extremely time-consuming. Very often these areas will not be cleared until well after all other clearing operations are completed. This also occurs when manpower is not available to man all Town equipment (extended storms, illness, etc.).

5. Within neighborhoods without school busing coverage or sidewalks, the Department will attempt to plow the neighborhood streets with at least one-pass of the road plow prior to 7 A.M. and will attempt to open these roads prior to school dismissal.

6. Sidewalk plowing

a. Sidewalk plowing is limited in the Town due to a combination of available equipment, manpower and the nature of the infrastructure. Many of the sidewalks are older and at a width of 4 feet **or less**, with adjacent obstructions such as power poles, **utility boxes**, fences, rock walls and the like. **Sidewalk plowing units are 4 feet in width** and cannot fit on many of these walks due to width conflicts. In a full storm situation, every truck is staffed by a single employee and one full-time **and temporary employees are** available for sidewalk plowing. This staffing assumes that no employees are out of work due to illness or other reasons. There is limited back-up through use of temporary help ~~or~~ re-assigned water-sewer employees.

b. Sidewalk plowing in designated areas will generally begin with the onset of a storm and end when the designated sidewalks are plowed. During some storm events, lack of equipment or manpower may prevent sidewalks from being plowed until after the end of the storm. When this occurs, sidewalk plowing is targeted for completion within 24 hours of the end of a major storm event.

c. Sidewalk plowing will generally not occur if the snow cover is 2 inches in depth or less. The Town does not have a “bare” sidewalk policy.

d. The Town has **in excess of** 53 miles of sidewalks and paved paths. Prior to this winter, sidewalk plowing was done on 17 miles of walkways. The rationale used was based on the following statement taken from last year’s winter operation plan.

“Sidewalks have been chosen for clearing on high traffic roads where pedestrians may be at greater risk if they were to walk in the roadway and to provide at least “one side of the street” coverage from the entrance of major subdivisions to schools, commercial areas, library, etc. The intent of sidewalk plowing is to try and open sidewalk to a central point within the major developments on the main entrance road to the development.”

e. For the winter of **2021-2022**, the changes made ~~for last winter~~ to the sidewalk plowing plan remain in place as necessitated by the Essex-Westford School District’s decision to both require students within a set distance from the schools to walk and to reduce the number of bus pickup points. The Town budget has not increased sufficiently to enable **large-scale** expansion of the sidewalk plowing from the coverage provided in the winter of **2020-2021**. ~~In addition, the continuing impact of COVID-19 on operations and personnel availability will not enable additional sidewalk clearing to occur this winter.~~ **However, some sidewalk coverage has been expanded due to the completion of new walks and the ability to add or contract for some expansion of existing coverage.**

~~f. Given the School District's busing changes, the Town has readjusted its coverage and priority on sidewalk plowing to reflect the following:~~ The Town has added the following coverage but the priority for coverage remains the same:

New or Revised Coverage:

- 1) The new sidewalk completed on Pinecrest Drive between Suffolk Lane and VT2A.
- 2) The new shared-use path between Susie Wilson Road and the west gate of Fort Ethan Allen, a project completed by VTRANS will be plowed by the Town per agreement with the State. The remaining portion of this path will be done by the Town of Colchester.
- 3) Per contract with S and D Landscaping, their contract will be expanded to include sidewalk coverage on Essex Way on the east side of the street from Freeman Woods to the far intersection with Stannard Drive and the outside sidewalk from that point to the end of Essex Way, Sydney Drive (outside walk), Hagan Drive (outside walk) and Lang Drive from Hagan Drive to Essex Way (outside walk). Other sidewalks in the Woodlawn areas may be plowed by S and D landscaping under private contract with the Associations.
- 4) The sidewalk plowing on Sage Circle will occur on the south side of the road and not the north side as was done in prior years.
- 5) The sidewalk on Craftsbury Court north to the intersection with Cabot Drive and from Cabot Drive to Old Stage Road
- 6) The sidewalk on Weathersfield Bow to the intersection of Fox Run Road and Fox Run Road

Priority of Coverage:

1) The first priority is unchanged from previous years and it is articulated in paragraph 6 a through 6d. The list of coverage is unchanged from previous years and the routes are listed under 6g. Pedestrian usage of the sidewalks is not exclusive to students; usage by the elderly and others must be considered as well.

2) The second priority are those walks within the radius defined by the school for 'walk to school zones'. This affects the following streets that have sidewalks that were added in the winter of 2018-2019. Blackberry, Steeplebush, Cedar St. to the intersection with Cedar Court, Bluestem, Clover to the intersection with Bluestem, Maplelawn, Lasalle, Margaret from Lasalle to Sand Hill Road, Butternut Court to Sage, Sage to Hickory and Hickory.

3) The added sidewalk plowing will only occur on one side of the street.

4) The Town will make every attempt to clear the priority one and two walks before students must be at school. However, this effort will require the use of two sidewalk plows and the two sidewalk plows will take from 6 to 7 hours working together to meet this objective. **If this objective cannot be met during the winter during specific storm events, residents need to plan to provide alternate transportation of students.**

T7

g. The areas of sidewalk for priority one plowing include the following:

- (1) The bikepath from the Town/Village line in the Countryside Development to Rt. 15, including the spur to the Commons at Essex Way
- (2) Rt. 15 in Essex Center, Alder Lane, Rt. 128 to the Elementary School and Jericho Road from the intersection with Rte 128 to Sandhill Road (new walkway section in Essex Center)
- (3) Sandhill Road from Rt. 15 to Allen Martin Parkway
- (4) Rt. 15/Susie Wilson Road (west end of Town) from Ethan Allen Avenue to Kellogg Road (both sides), Ewing Place, and the Marketplace and David Drive (one side)
- (5) Pinecrest Drive (both sides) to northern entrance to Suffolk Lane (one side), and Kimberly Drive
- (6) Essex Way from Rt. 15 to the end of ~~bituminous path in the Woodlands Development, between Repa and Bashaw Drive (one side)~~ **Stannard Drive**
- (7) Bixby Hill Road from Rt. 128 to Iris Street
- (8) Foster Road & Founders Rd. bike path
- (9) Allen Martin Parkway to the intersection with Partridge and Laurel Drive and back to Saxon Hollow Drive to Greenbriar Drive to Alderbrook Road (one side)
- (10) The Craftsbury Court to Rt. 15 interconnecting trail
- (11) From the interconnecting trail at Craftsbury Ct. west on Craftsbury to Old Stage Rd., north on Old Stage Rd. east onto Peacham Lane extension (street travel only), north on Peacham Lane to Willoughby, east on Willoughby to Cavendish, west on Cavendish to Peacham Lane, north on Peacham Lane (street travel only) west on Willoughby to Old Stage, south on Old Stage to the Rt. 15 intersection.
- (12) Kellogg Road to the Colchester Town line (both sides)
- (13) Saxon Hollow Drive and Greenbriar Drive from Saxon Hollow Drive to Alderbrook Road
- (14) Blair Road
- (15) Iris Street to Bobolink Circle, north on Bobolink to Clover Drive, Clover Drive to Towers Road (all one side), Bobolink Drive on the southern side and return to Rt.15 (new)
- (16) Gauthier Drive and New England Drive (one side)
- (17) Path adjacent to Old Colchester Rd from Rt. 2A to the Village boundary

- (18) Carmichael Street (both sides) to the end of the accepted roads and along the paved connecting path on the unaccepted portion of future Carmichael Street.
- (19) The path on Marion and Irene Avenues (one side)
- (20) The path on Rt. 128 from Irene Avenue to Thomas Lane
- (21) The sidewalk on the east side of Frederick Road, Lamell Ave between Frederick and Richard Street and Richard Street to Rt. 15.
- (22) Laurel Drive from Allen Martin Parkway to the start of the circular portion of Laurel Drive
- (23) The temporary gravel path from Rt. 15 (Butlers Corners) to the Town Center parking lot.
- (24) Pioneer Drive from Pinecrest Drive to Blair Road
- (25) Saybrook Road from Rt. 15 to the 1st driveway intersection on the west side.
- (26) The multiuse pedestrian path on the south side of Rt.15 from Saybrook Road to Sunset Road
- (27) The paved, multi-use path along Rt. 15 from Essex Way west to the end of the paved section in the Town green-space
- (28) The concrete sidewalks on Carmichael Street from Essex Way to the existing and fully completed elderly housing complex
- (29) Joshua Way from Pinecrest Drive to Susie Wilson Road
- (30) Rt. 15 from Sunset Drive to the Shopping Center ped crossing
- (31) Commonwealth Ave (east side) from Rt. 15 to the NBT Bank entrance road and from Commonwealth Ave (east side) over the gravel path to the Town Center parking lot.
- (32) A new pedestrian crossing on Sand Hill Road near Founders Road will be kept open.
- (33) North side of Freeman Woods to and around cul-de-sac.

Special Practices for 2021-2022

1. The winter of 2020-2021 was characterized by another early start to winter conditions, many fluctuations between freezing and thawing, periods of extended and generally fluctuating weather, very icy conditions on gravel roads. Supply availability of salt, sand and other materials was not a problem.

2 .A comparison of overtime, sand and salt provides an indicator of activity level and conditions over the last year.

	(actual)	(budget)	(actual)	(budget)
Overtime (hours)	2319	4,150	1,453	4,150
Sand (tons)	6,269	4,600	3,900	4,600
Salt (ton)	1,470	1,600	1,272	1,600

2. The procedures followed in the winter of **2020-2021** to reduce overtime, sand and salt use will again be used in the winter of **2021-2022**.

3. Salt use will be applied at reduced application levels on flat roads and dead-end streets with cul-de-sacs, but not necessarily eliminated. At the appropriate times and weather conditions, salt and/or salt brines or sand will be applied to keep the areas trafficable. Snow may accumulate more on the flat roads than on hilly sections or on the priority routes. Salt prices escalated dramatically this year, rising by over 14%.

4. Low traffic-volume, flat development roads will also have lower salt application than other roads. Salt, salt brine and sand will be used to keep areas trafficable; salt will be used to reduce the build-up of thick snow and ice in the streets and to prevent the blockage of catch basins by ice. Some build-up of snow and ice will be allowed to accumulate. Typical streets are: Hillside Circle, Butternut Court, Patricia Place, Maplelawn Drive, Rosewood Trail, Cindy Lane, Circle Drive, Ronald Court, Sunset and Lida Drive, Colbert Street and Gauthier Drive.

5. The areas of sidewalk clearing are **changed** ~~unchanged~~ from last year

6. During the evening hours of a storm event between 11:00 P.M. and 3:00 A.M., unless there is a continuous heavy snowfall or continuous ice storm, the Town forces will be reduced to a minimum or no staffing.

7. Each driver is given the responsibility to make decisions regarding the blend of materials and application rates to keep the roads trafficable and reasonably safe while concurrently minimizing costs. However, the Superintendent or his designated representative will establish a general material type and application rate prior to each major storm event and employees are expected to use these settings as a starting point for the storm.

8. On paved roads, salt brine may be used in combination with salt in the 25 degree (+ or -) to 34 degree range; salt with liquid calcium and other alternative chemical/organic additives will be used generally below 25 degrees down to 15 degrees (+ or -) and below that level, either higher concentrations of salt plus additives, sand or no material will be placed. All trucks will be calibrated and all drivers will be required to report on their salt usage following each storm to the Superintendent.

T10

9. The Town used contract plowing services last year to plow certain sidewalks and angled parking in

the Town Center area (Carmichael Street), beyond the operational capability of the Town. A contract has been signed for this specific service for 2021-2022. Contractor plowing will be used for all of Carmichael Street and Commonwealth Avenue.

It is important to note that the plan which has been presented and the accompanying map are subject to change with each storm. Also, the time frame for clearing can vary markedly depending upon conditions and continuing effects of a storm. Other factors affecting the plan are:

- night-time plowing
- commuter traffic
- parked cars
- equipment breakdown
- assistance to the Fire or Police Departments
- assistance to school buses
- time length since the start of the storm
- availability of materials
- budget funds

11. In order to guide the Department in utilizing the best available techniques in snow and ice clearing operations, a set of guidelines (not requirements) is provided in Section 1, Appendix 4. Operator judgment and close control of materials are key elements in managing snow/ice clearing operations.

Town snow removal operations generally will not start until one hour after the initial call, because of the time factor in getting crews in, equipment checked and materials loaded. Also, with routes requiring four to five hours to plow completely, notification has to occur by 2 AM or it is not likely that the major roads will be open by 7 AM.

12. Town crews have had significant problems trying to clear roads when garbage or recycling bins are placed in the travelled way of the street or left there by homeowners after the material has been picked up by the vendors. It is the homeowner's responsibility to keep these bins out of the road travelled way so as not to interfere with plowing operations. The Town accepts no responsibility for striking or damaging the misplaced containers.

13. Special Safety Considerations for 2021-2022

- a) With a potential increased concentration and with the age range of students at school bus stops, all busing students need to be cognizant of Town snow plows and the inability of drivers to quickly stop a plow truck weighing in excess of 25 tons. At 30 mph, a truck will travel 103 feet before the driver can react and apply brakes and at least another 73 feet to stop on dry pavement. Students need to stay out of the roadway when plow trucks are approaching and refrain from playing in or around the snow banks. School bus stops are not playgrounds.

some form of bright or reflective clothing so drivers of all vehicles can see them and take action to avoid those walking. This is especially an area of concern due to the shortened length of sunlit days and during periods of reduced visibility as in heavy snowfalls.

Snow Removal on State Highways in the Town of Essex

Within the Town of Essex, there are over 22 miles of State highways, including:

- Rt. 15 (Center Road, Jericho Road)
- Rt. 117 (River Road)
- Rt. 128 (Browns River Road)
- Rt. 2A (Colchester Road)
- Rt. 289 (Circumferential Highway & ramps)

Snow removal on these roads is the responsibility of the State of Vermont administered by the District 5 Highway Garage, located in Fort Ethan Allen. Questions or comments on these highways are to be directed to the District Highway Administrator, Dave Blackmore, Dan Shepard or Dick Hosking.

Use of Sand / Salt from the Town Highway Garage

The Town of Essex expects that homeowners and businesses will obtain sand and salt from the private sector for use in keeping their driveways and walkways clear. The clearing of private driveways / walkways is the responsibility of the individual property owner as noted in Title 24, section 2291.

The Town prohibits the taking of any amount of road salt from the Town highway garage for private use.

The Town purchases winter sand solely for use on Town roads and walks; it is not purchased for routine use by residents or businesses on private driveways or walkways.

It is understood that emergency (non-routine) situations may occur, such as during an ice storm, when residents may need sand on an emergency basis. It is not considered an emergency when local businesses that sell sand are open and sand is readily available for purchase. In emergency situations, residents and businesses may obtain no more than two (2) 5-gallon pails of sand from a stockpile outside the gate to the highway garage.

Because of the volume of complaints specific to objects in the Town right-of-way and damage to property, the following Town policy has been established:

1. Title 19, Section 1111 prohibits encroachment of the Town right-of-way without prior approval by the Selectboard. Objects in the ROW are placed there at the owner's risk and the Town assumes no responsibility for any damage to objects placed in violation of the statutes. Common items damaged are fences, flowerpots, basketball hoops, etc., (placed within the Town ROW).
2. To ensure mail delivery to all rural residents, the Town has provided blanket authorization for mailboxes located in the Town right-of-way. The Town retains control over specific location of the mailboxes and may require the homeowner to move the box to a more suitable location.
 - a) The Town will fix a damaged mailbox or replace a mailbox (up to a monetary limit of \$45 per mailbox per event) only when the Department determines that a plow physically hit the mailbox. This determination is made by observation of cut marks, paint off the plow blades, etc.
 - b) Heavy snow coming off the plow blade will often knock over and damage mailboxes which have not been adequately mounted or braced or those mailboxes whose doors have been left open. Also, mailboxes are damaged by private contractors and homeowners during driveway clearing operations. The Town will not fix or replace mailboxes in these situations.
 - c) Owners of mailboxes have a responsibility to contact Public Works at 878-1344 during daytime hours within 72 hours of damage to a mailbox if they intend to seek repairs, a new mailbox or reimbursement from the Town. The Town will inspect the mailbox to determine if it is the Town's responsibility for the mailbox damage. No payment of the \$45 to replace a mailbox will be made by the Town until the replacement has been completed and verified as being in place by the Town.
 - d) The clearing around mailboxes is the sole responsibility of the owner and not the Town. With the large number of streets to plow and limited municipal resources, Town plows cannot provide a level of service that clears the road to every mailbox.
 - e) The Town will notify residents prior to the start of winter regarding mailboxes that need repair or movement. The Town will not repair mailboxes that are noted as being damaged or inoperative prior to winter.

T13

3. The Town will restore or replace objects located on private property

damaged as a result of its snow or ice clearing operations, when it has been determined that the Town was responsible for the damage, consistent with the Supreme Court Ruling in 2010.

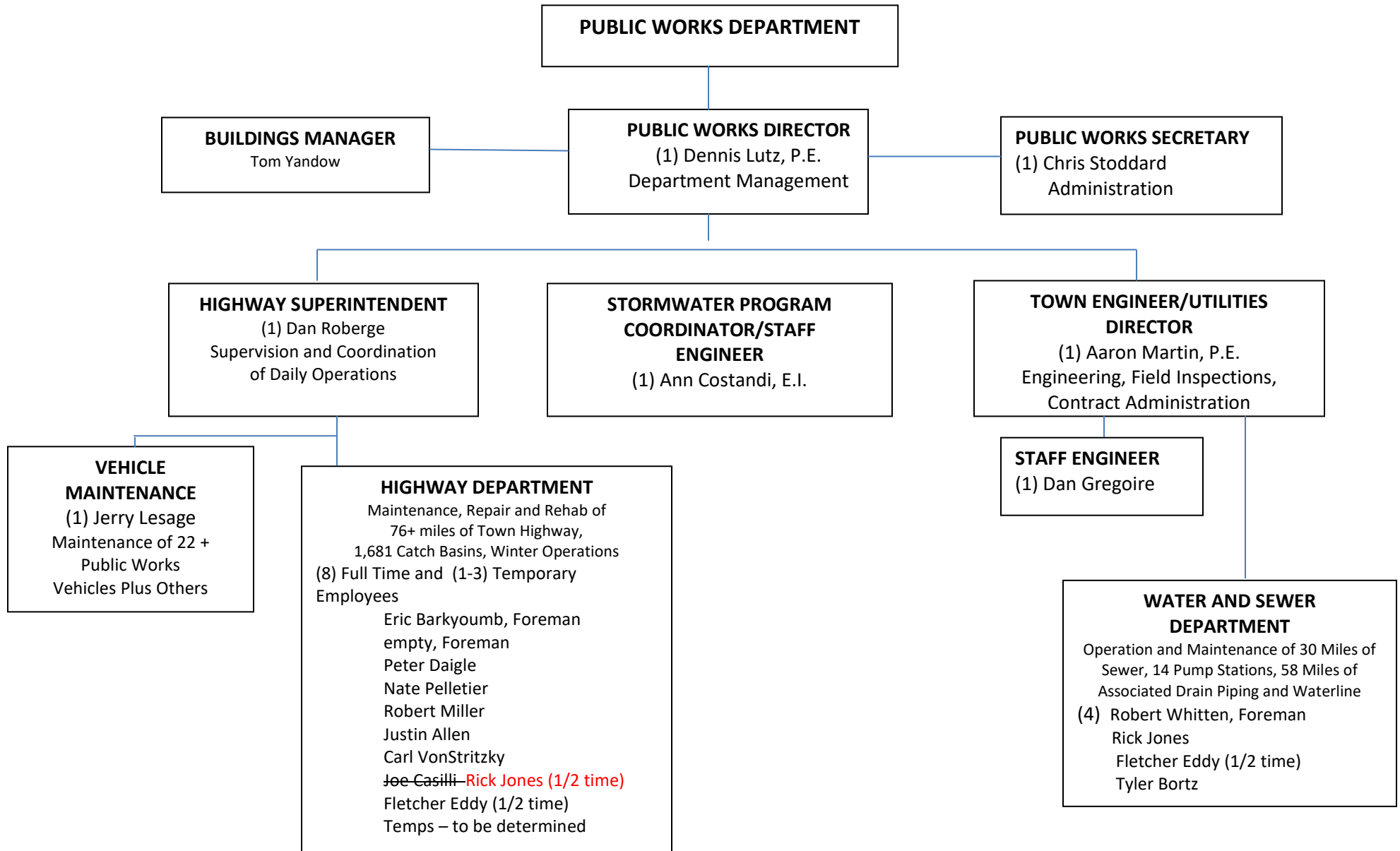
4. Recovery of damages will be pursued by the Town, if Town equipment is damaged due to objects placed in the Town ROW.

**SECTION 2, APPENDIX B
2021-2022**

**VEHICLE AND ROUTE ASSIGNMENTS
NOT AVAILABLE IN PUBLIC VERSION**

SECTION 2, APPENDIX A
2021-2022

ORGANIZATIONAL CHART OF THE TOWN PUBLIC WORKS DEPARTMENT



SECTION 2, APPENDIX C

2021-2022

TOWN EQUIPMENT FOR SNOW OPERATIONS

- 2020 Int'l 12 cy dual axle D/T with 1-way, 11' snow plow and 10' wing with under carriage discharge (#106) - gravel roads
- 2019 Int'l 7 cy D/T with one-way, 11' snow plow & 10' wing and liquid brine dispenser (paved roads) (#105)
- 2017 Int'l 7cy D/T with one-way, 11' snow plow & 10' wing liquid brine dispenser with under carriage discharge (Truck #107)
- 2021 Int'l 7 cy D/T with one-way, 11' snow plow & 10' wing with liquid brine tank (paved roads) (#103)
- 2020 Int'l 12 cy D/T with one-way, 11' snow plow & 10' wing, under carriage discharge (gravel roads) (#108)
- 2014 Freightliner, 3 cy with angle 9' 8" snow plow and 9' wing plow (#123-partial time)
- 2015 Int'l 3 cy D/T with angle 9' 8" snow plow and 9' wing plow (#104 – partial time)
- 2016 Int'l 3 cy D/T with angle 9' 8" plow and 9" wing plow (#112 – partial time)

PRIMARY ROUTES

CUL-DE-SACS, PARKING AREAS, SCHOOL TURNAROUNDS

- 2015 Int'l 3 cy D/T, 9' 8" all angle plow, with 9' wing plow (#104) primary route (partial time)
- 2014 Freightliner 3 cy D/T, 9' 8" plow with 9' wing (#123) primary route (partial time)
- 2016 Int'l 3 cy D/T, 9' 8" plow with 9' wing (#112)
- 2017 Chevrolet 4x4 Crew Cab all-angle, 9' hydraulic snow plow (#102) (as needed to fill in)
- 2016 Ford F350 1-ton pickup with plow and drop-in sander (#25)

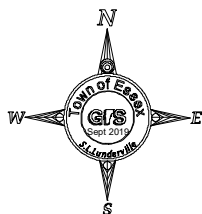
SUPPORT EQUIPMENT

- 2010 Case backhoe/loader (emergency loading/digging) (#113)
- 2021 Trackless Sidewalk Snow Plow (#201)
- 2006 Caterpillar 143H grader (emergency plowing use only or for gravel roads) (#216)
- 2015 John Deere 524 Bucket Loader (#219)
- 2018 Trackless M7 Sidewalk Plow (#200)
- 2020 Kubota skid steer

SECTION 2, APPENDIX D
2021-2022

MAPS OF HIGHWAY ROUTES (TOWN)





- Sidewalks_Buffer_arc
- Plow Route
- Contractor Plow
- Road

Plow Routes 2021-2022
Sidewalk Plow
Route 1
Town Center Area

paved path

UPPER MAIN ST

CARMICHAEL STREET

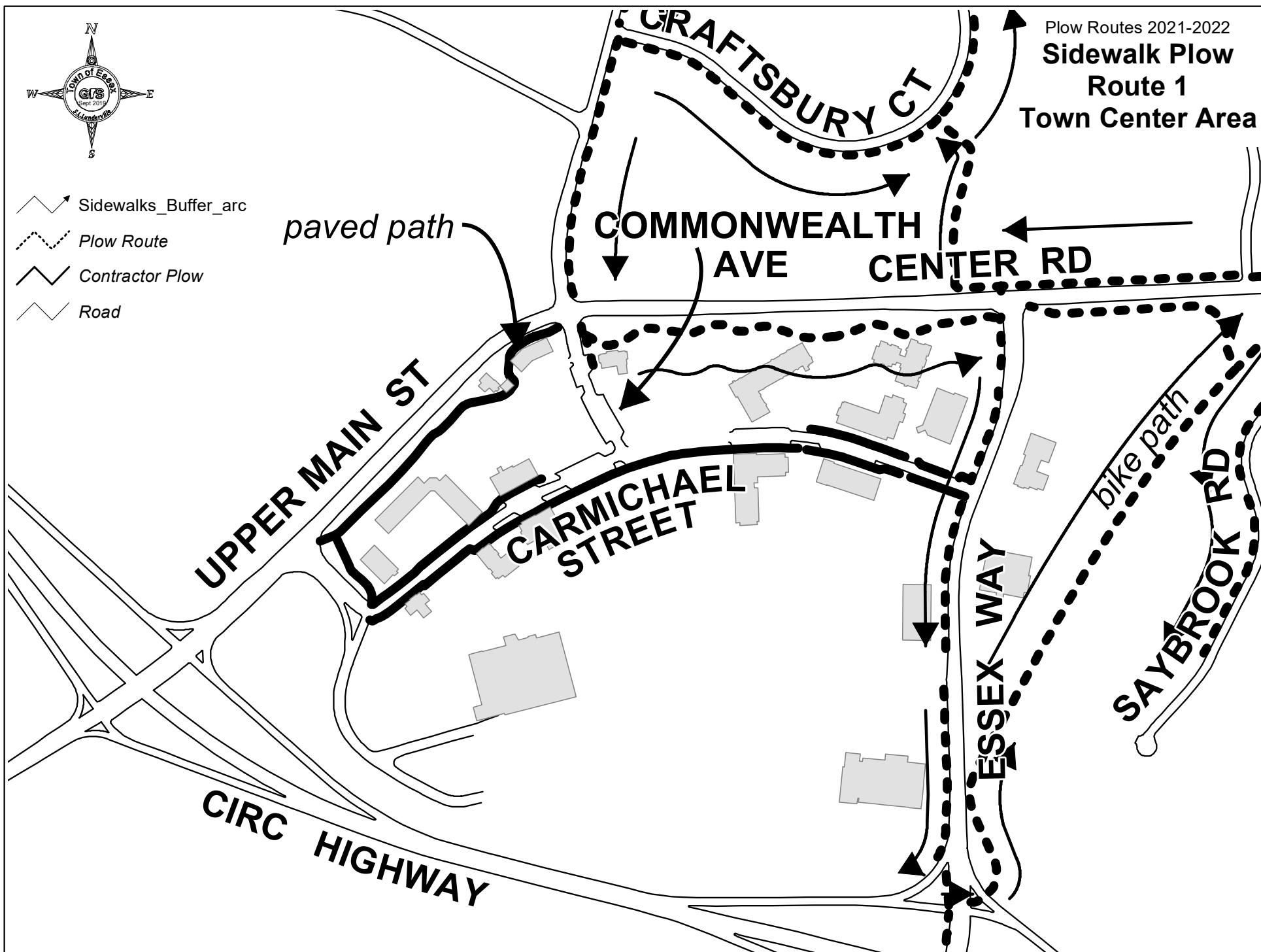
CIRC HIGHWAY

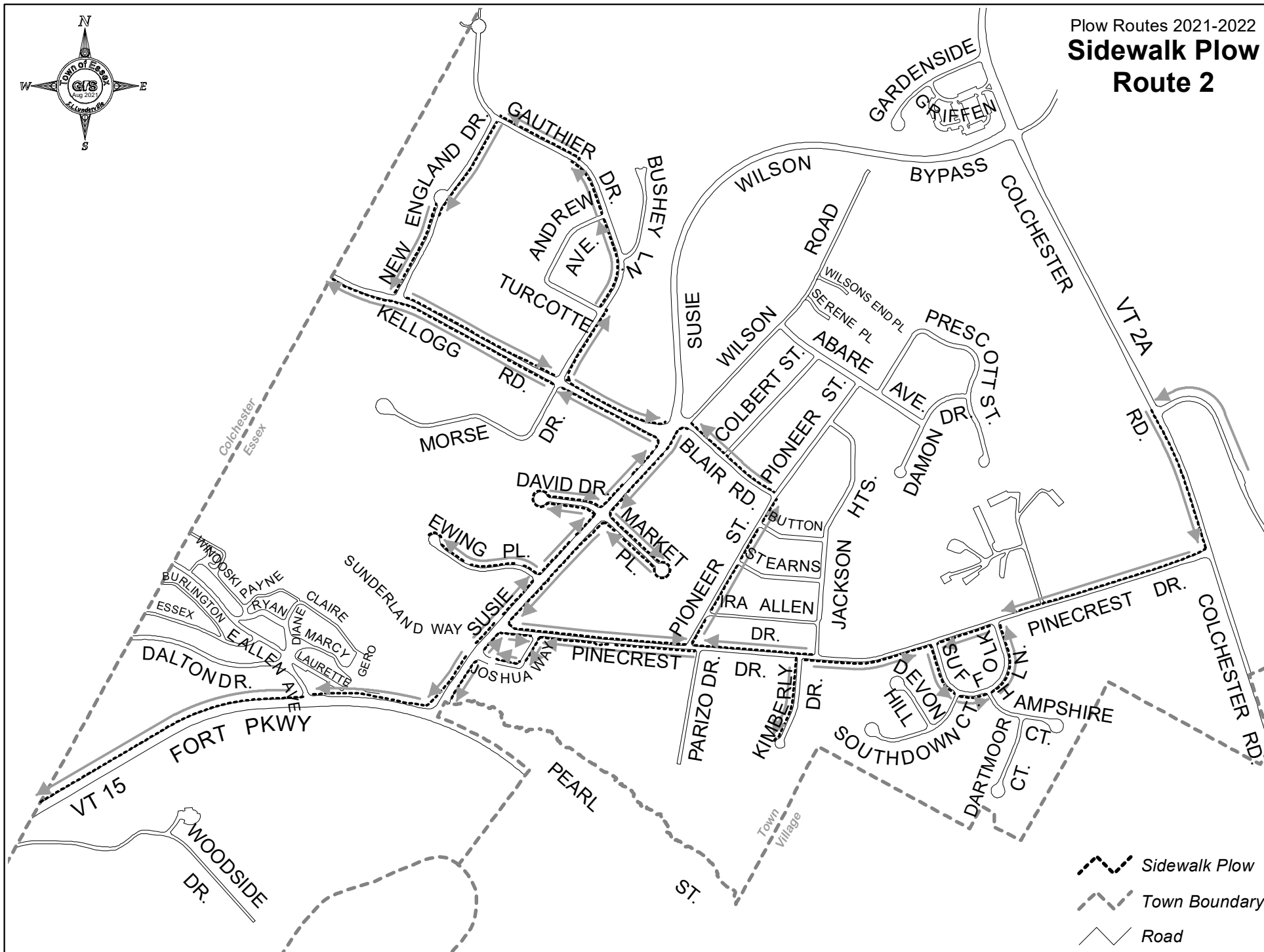
COMMONWEALTH AVE

CENTER RD

ESSEX WAY

bike path
SAYBROOK RD



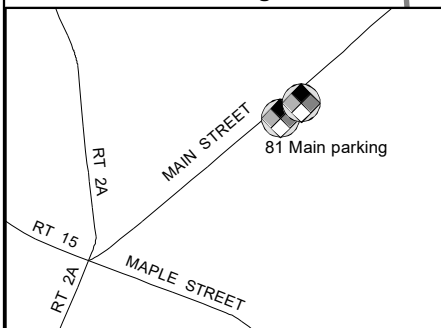


Truck # 25

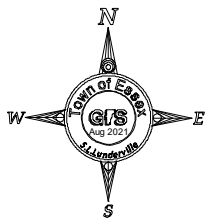


--- Town Boundary

81 Main Street Parking



 Truck 34
 Truck 34
 Town Boundary
 Road



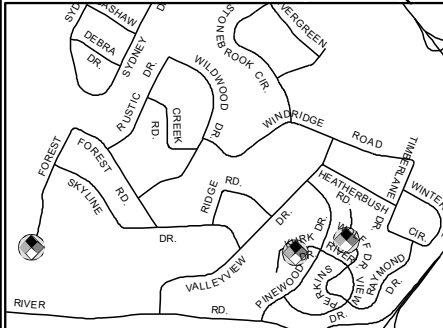
Plow Routes 2021-2022
Truck # 102
 Assists Trucks 25 & 34

TRUCK

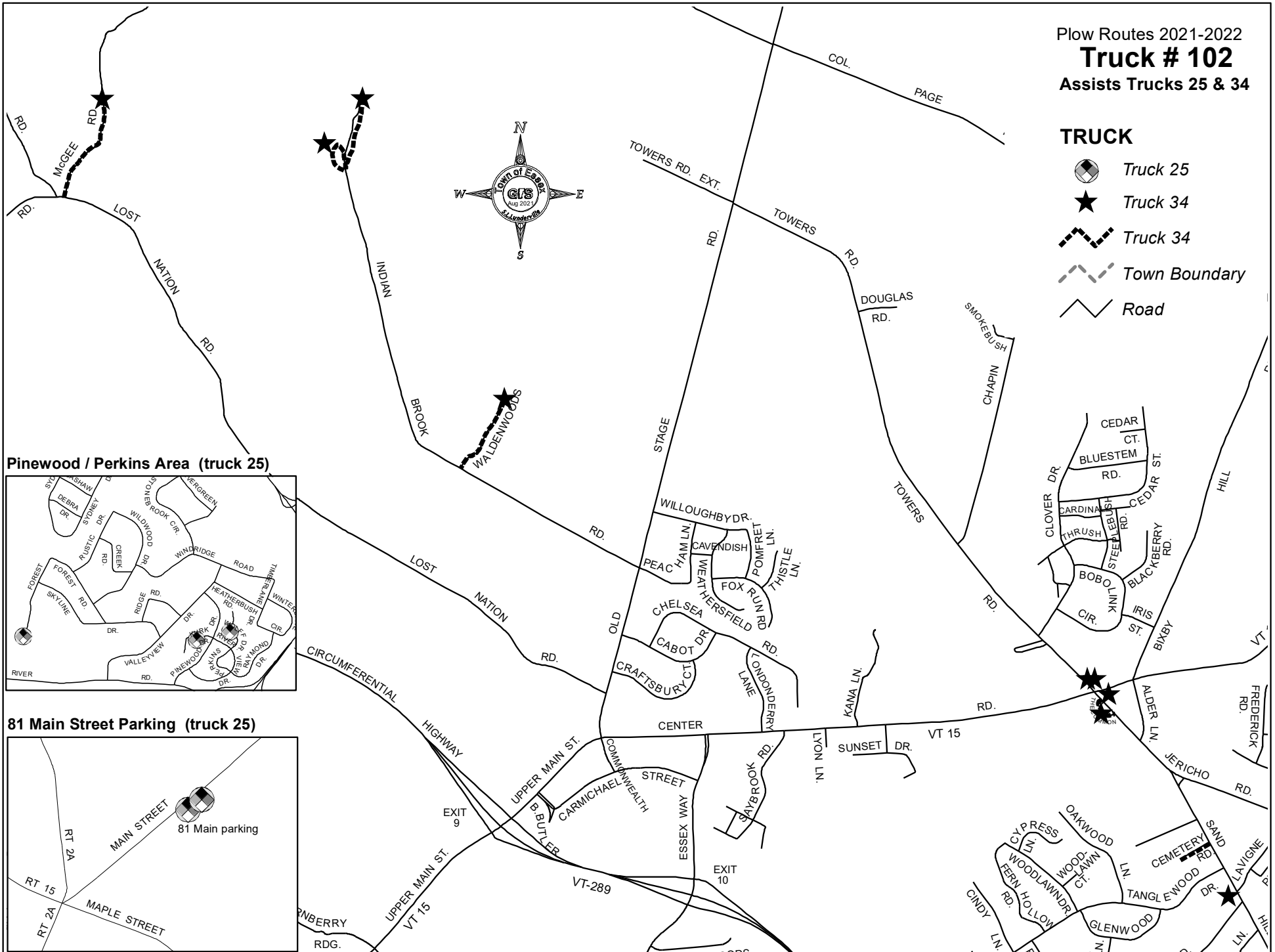
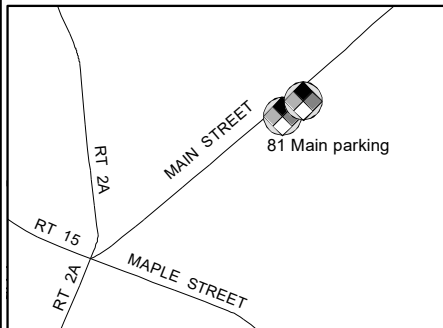
-  Truck 25
-  Truck 34
-  Truck 34
-  Town Boundary
-  Road



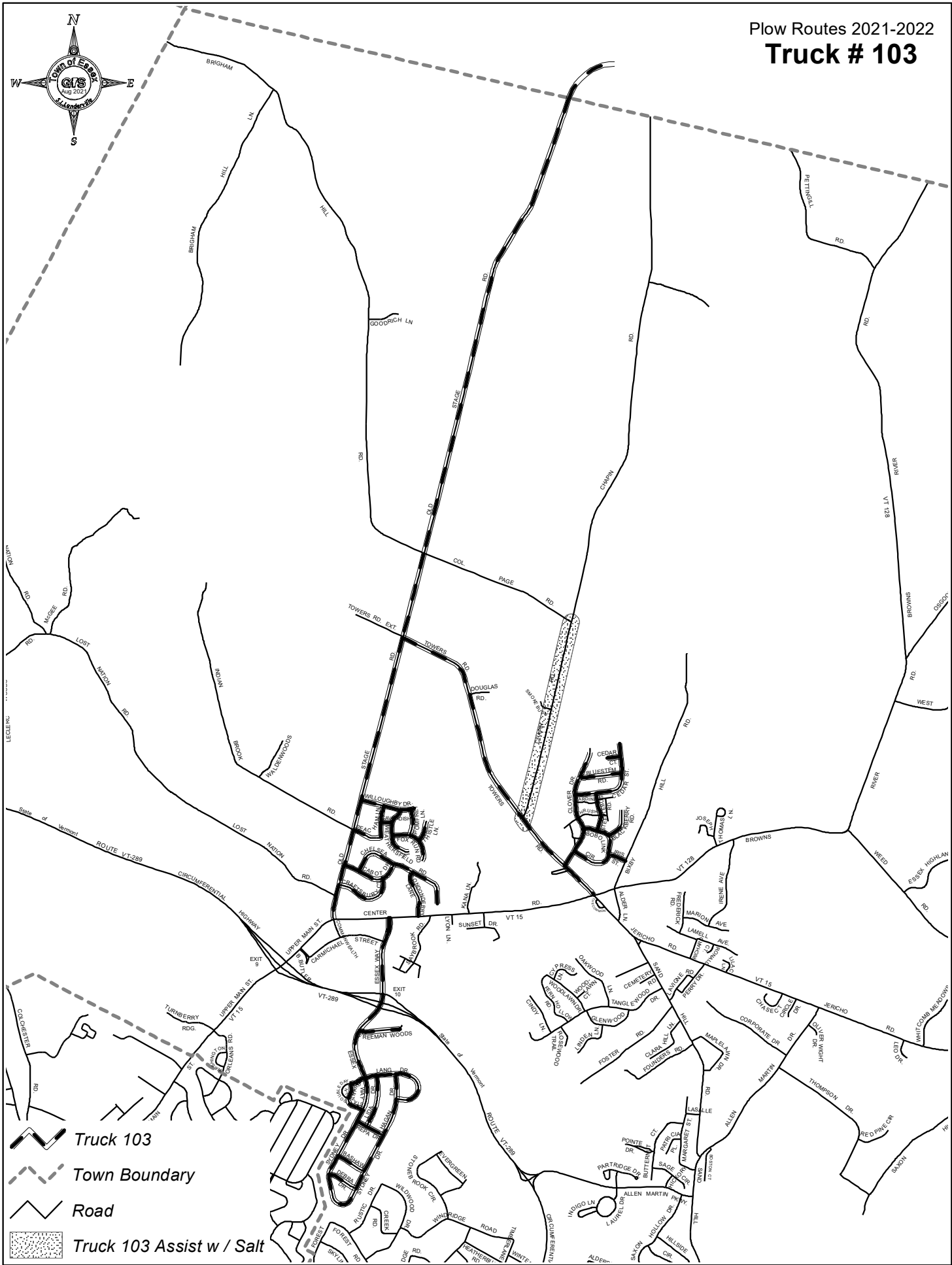
Pinewood / Perkins Area (truck 25)

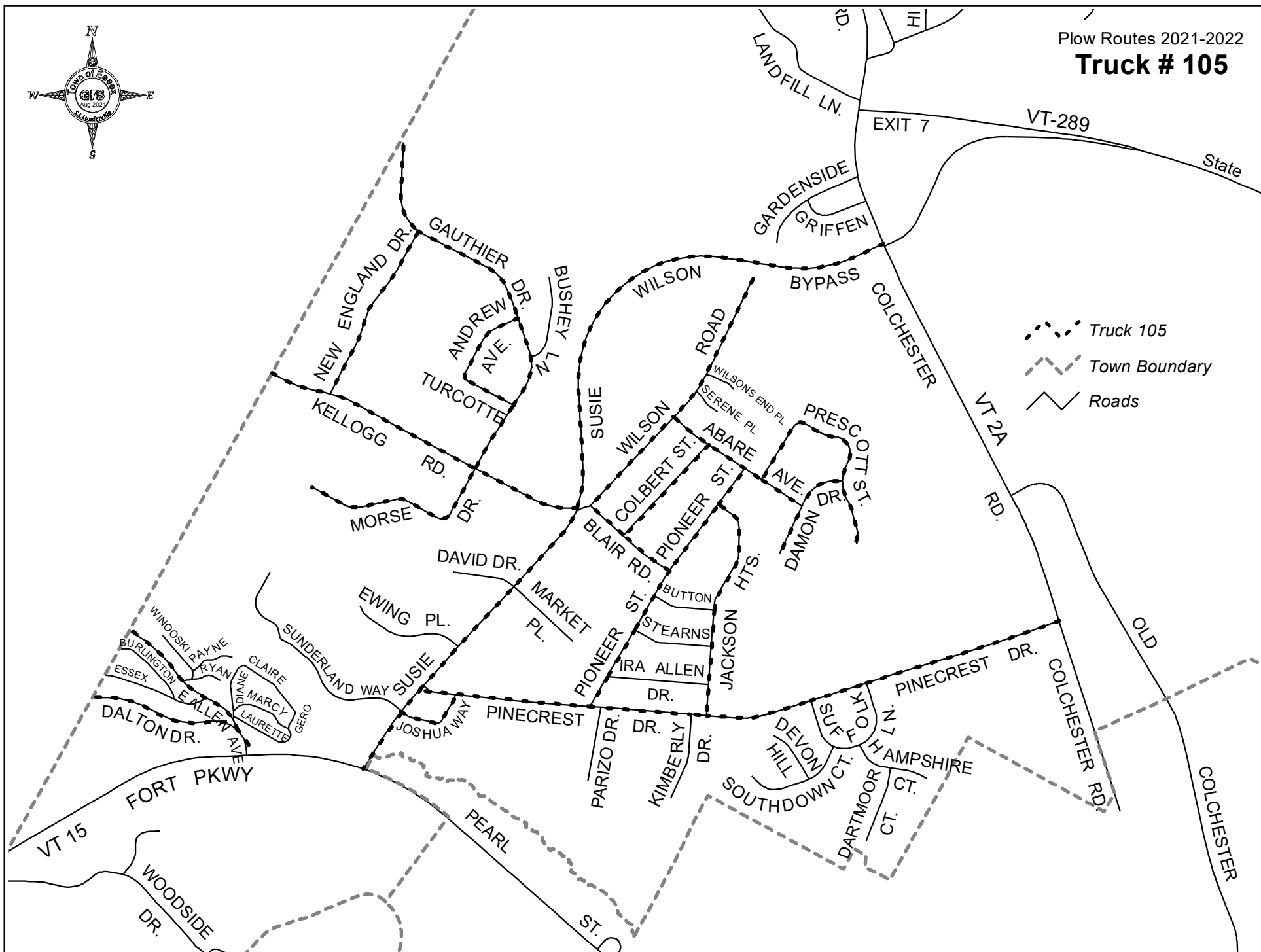
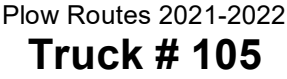


81 Main Street Parking (truck 25)



Plow Routes 2021-2022
Truck # 103





Plow Routes 2021-2022
Truck # 106

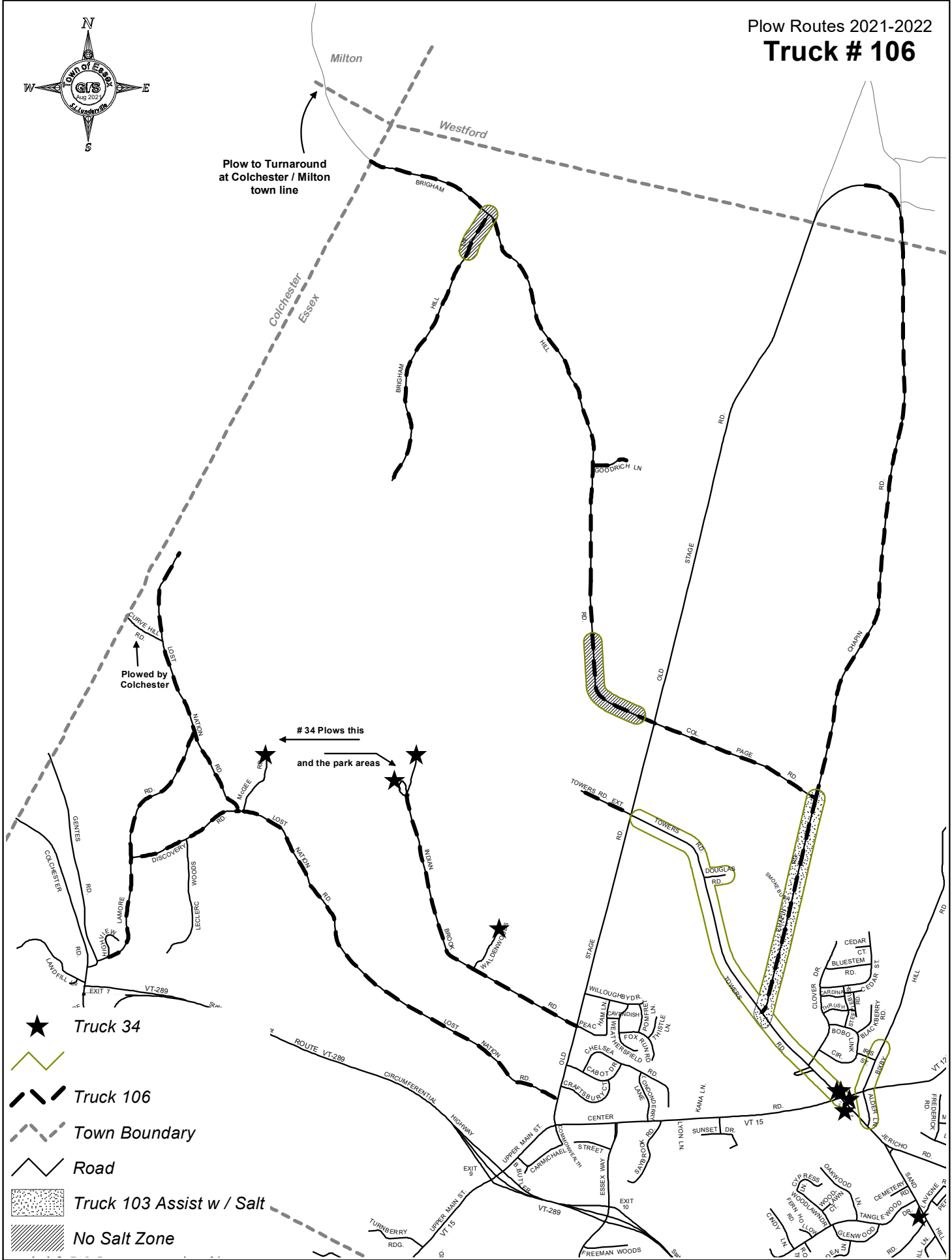


Plow to Turnaround
at Colchester / Milton
town line

Plowed by
Colchester

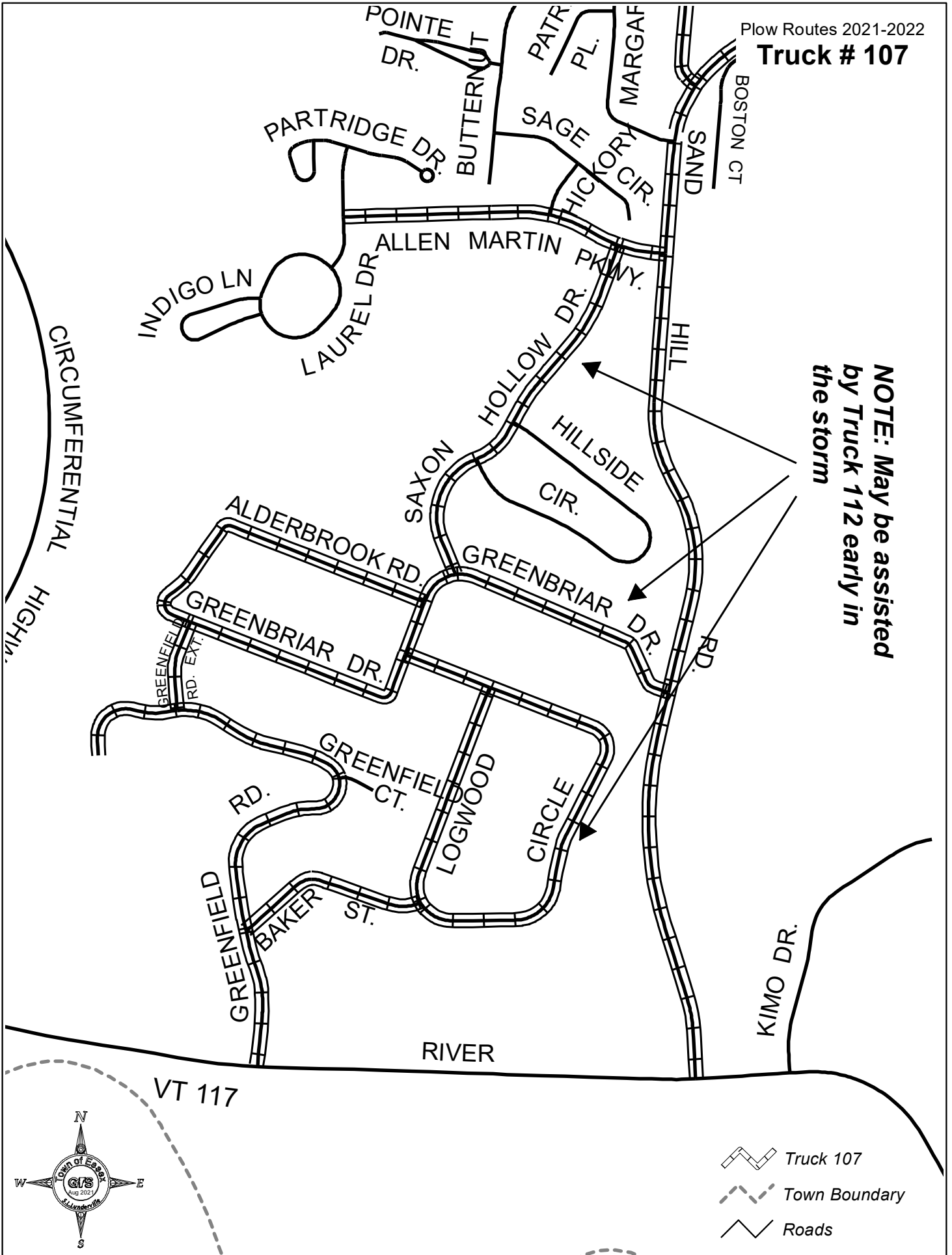
34 Plows this
and the park areas

- ★ Truck 34
- Truck 106
- - - Town Boundary
- Road
- Truck 103 Assist w / Salt
- No Salt Zone

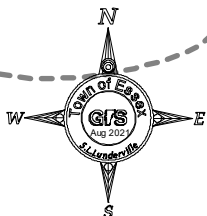
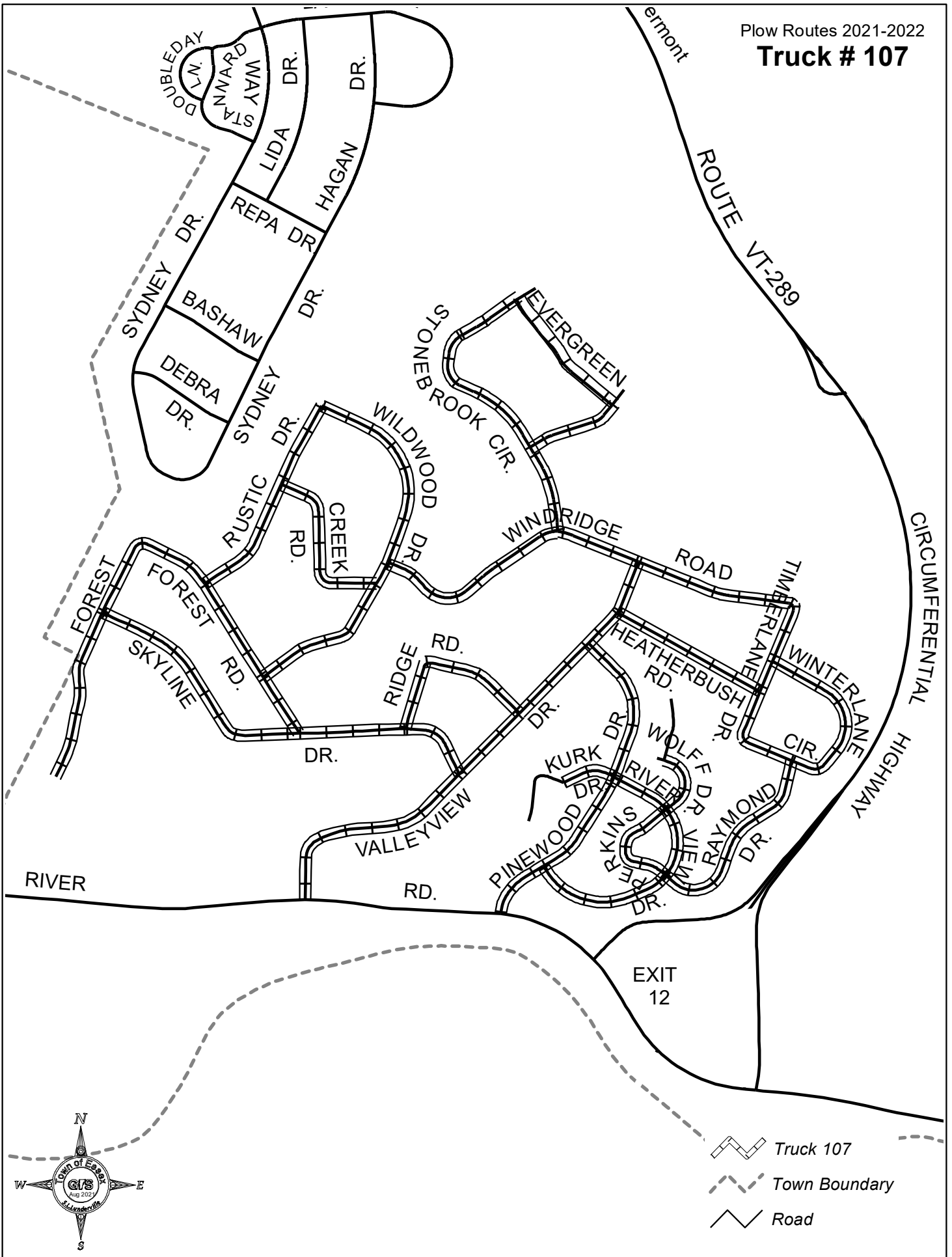


Truck # 107

**NOTE: May be assisted
by Truck 112 early in
the storm**

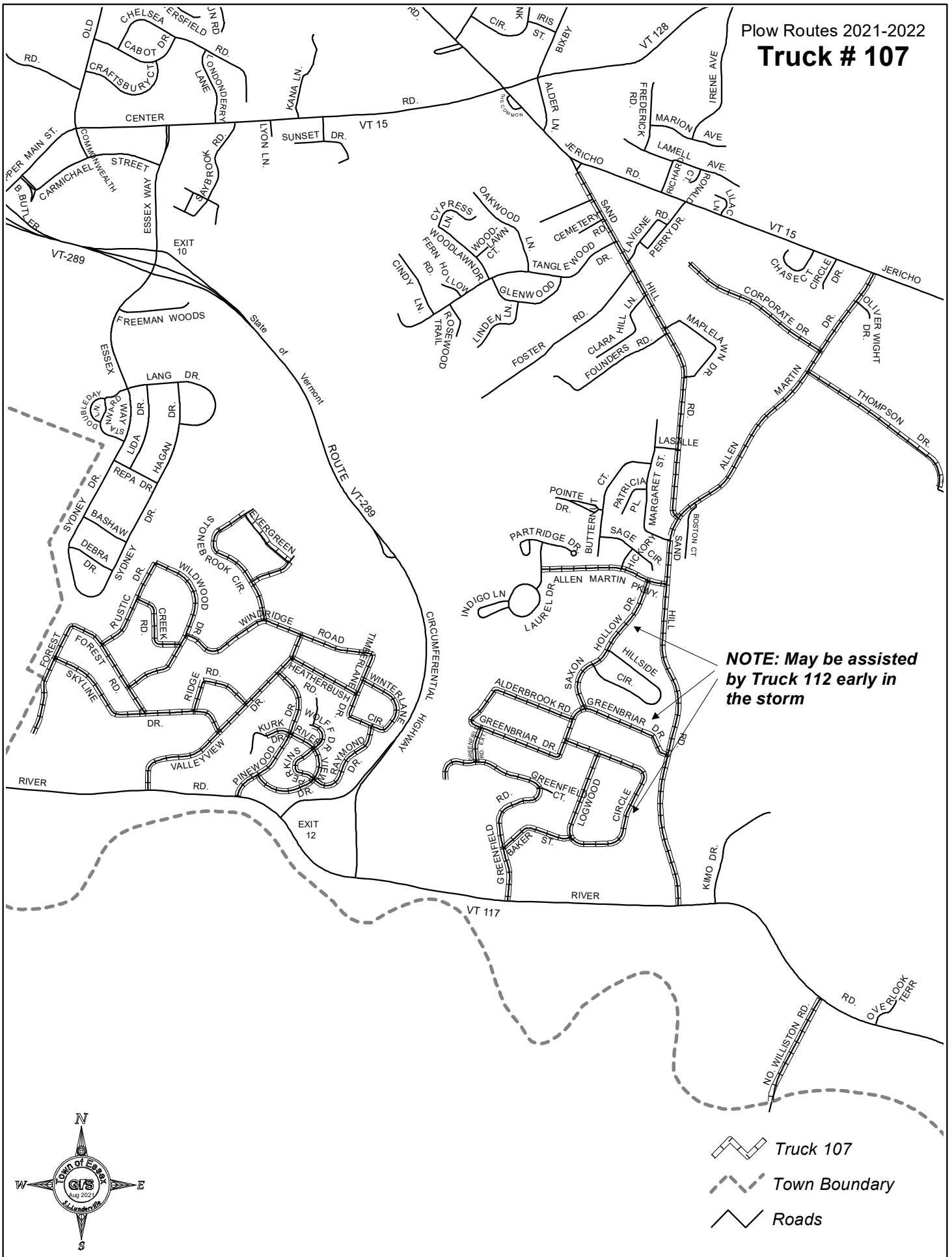


Truck # 107



- Truck 107
- Town Boundary
- Road

Plow Routes 2021-2022 Truck # 107

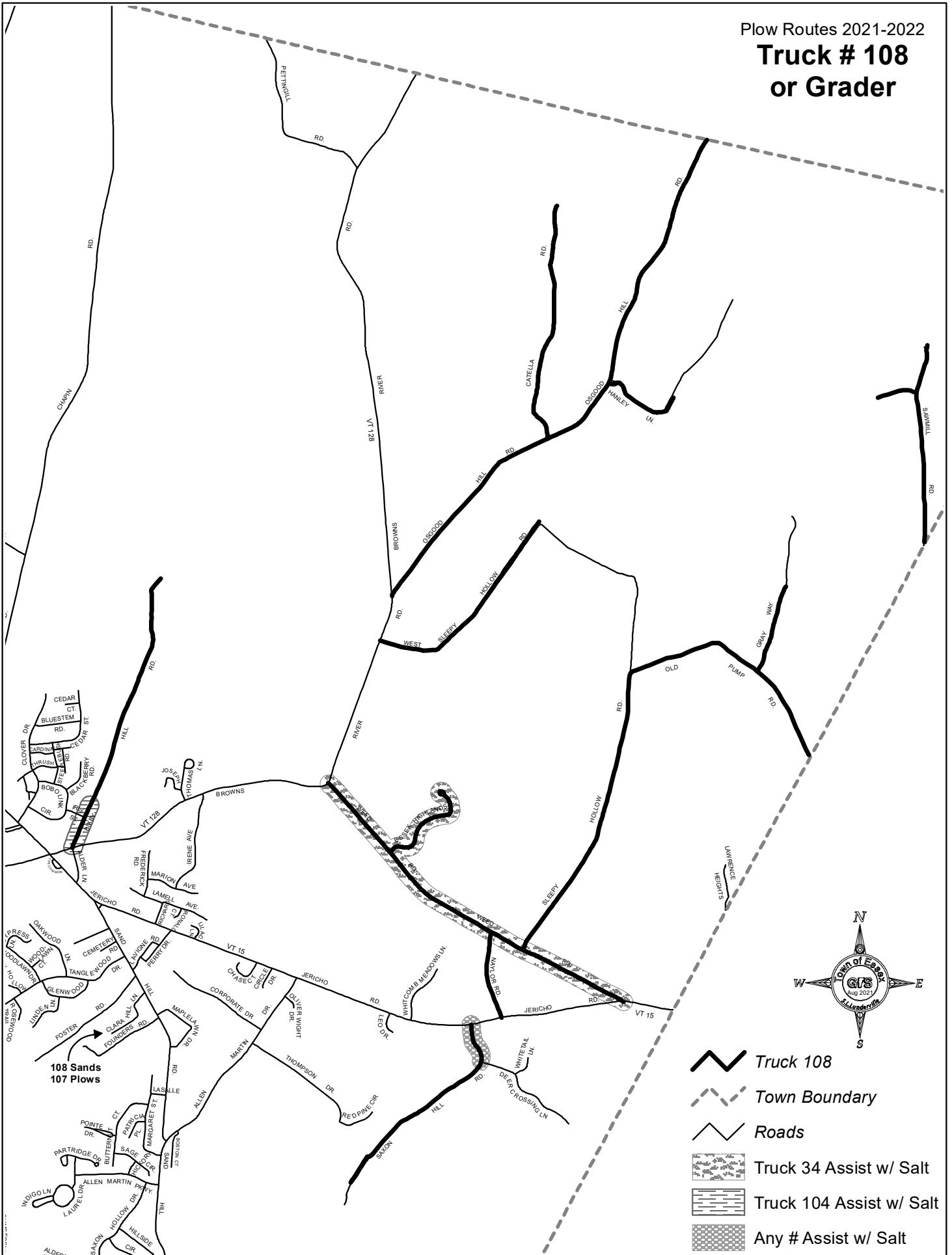


**NOTE: May be assisted
by Truck 112 early in
the storm**

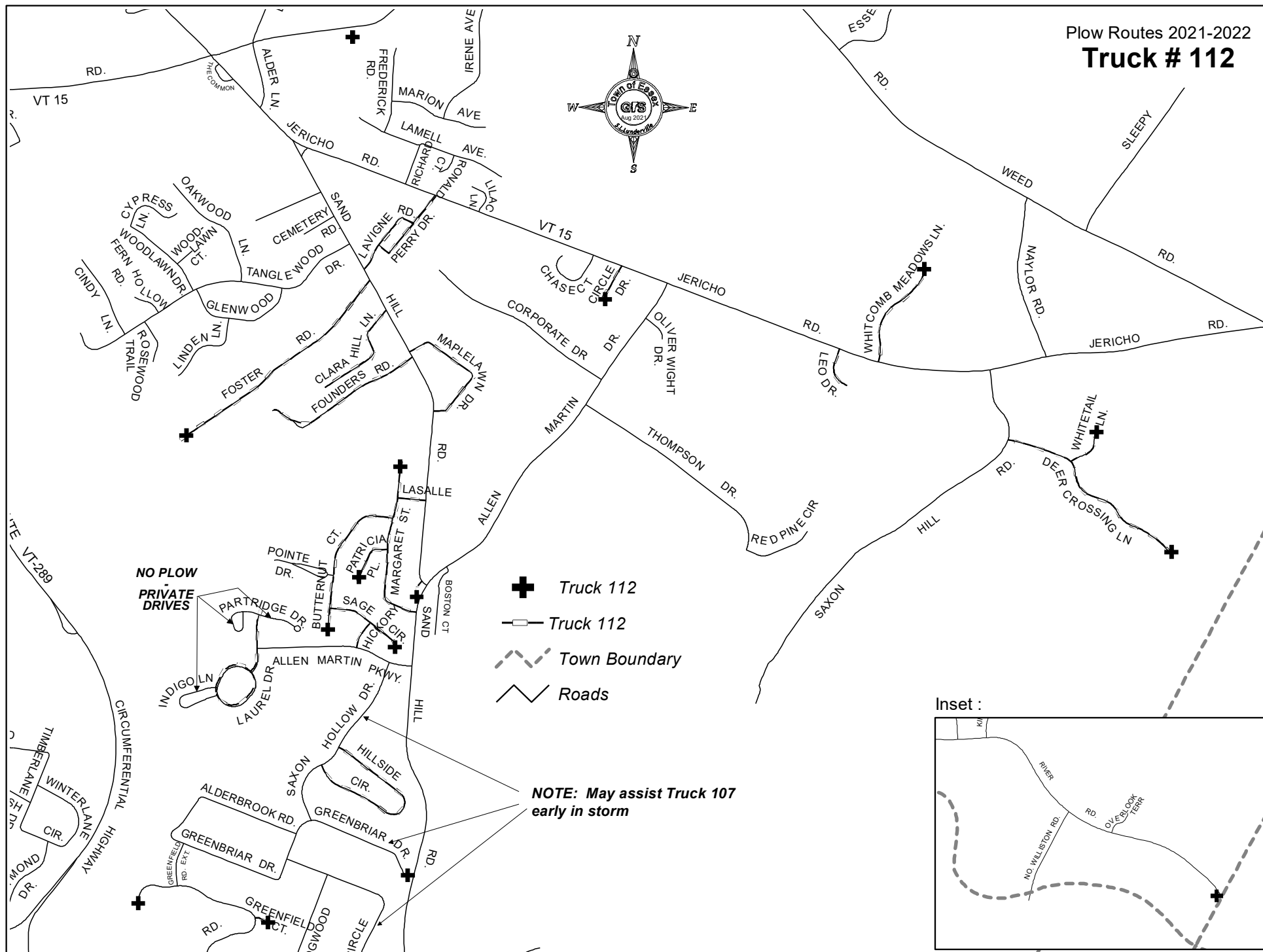
- Truck 107
- Town Boundary
- Roads

Plow Routes 2021-2022

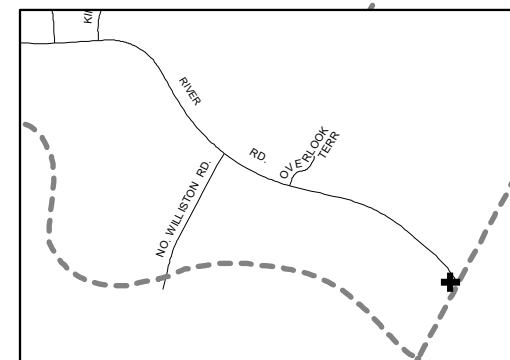
Truck # 108 or Grader



Plow Routes 2021-2022
Truck # 112

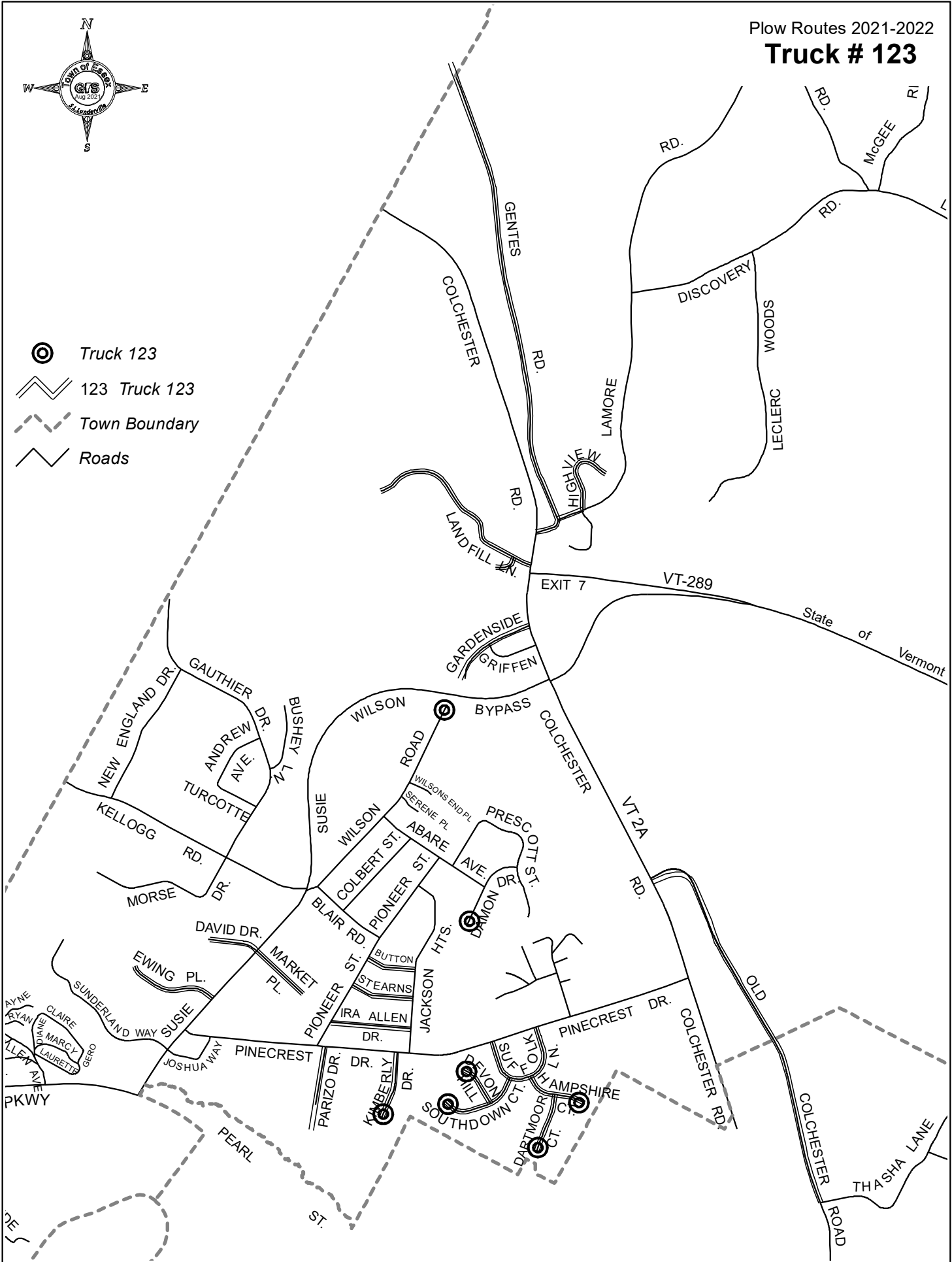


Inset :





- ⊙ Truck 123
- 123 Truck 123
- - - Town Boundary
- Roads



SECTION 2, APPENDIX E

**TOWN OF ESSEX
PUBLIC WORKS NOTIFICATION LIST**

NOT AVAILABLE IN PUBLIC VERSION

SECTION 2, APPENDIX F

Date Day	From	Time To	Hrs	Air Cond.	Ground Cond.	Total Hrs.	Sand CY	Salt CY	Sand/Salt CY	CaCl ₂	Other Material	Fuel Gal.	Comments
Mon													
Tues													
Wed													
Thurs													
Fri													
Sat													
Sun													
Week Totals													

Ending Mileage _____

Starting Mileage _____

Total _____

Operators _____

Air Conditions

1. Clear
2. Fog/Mist
3. Rain
4. Sleet
5. Light Snow
6. Heavy Snow
7. High Winds

Weather Conditions

- A. Dry
- B. Icy/Freezing
- C. Black Ice
- D. Dusting of Snow
- E. Light Snow Cover (less than 1")
- F. Moderate Snow Cover (1" to 3")
- G. Heavy Snow Cover (over 3")
- H. Drifting/Blowing on Road

**SECTION 2, APPENDIX G
2021-2022
TOWN TOWING ORDINANCE**

Chapter 7.24

TOWING

Sections:

- 7.24.010 Findings.**
- 7.24.020 Seasonal hours when parking prohibited.**
- 7.24.030 Unattended or obstructing vehicles prohibited.**
- 7.24.040 Removal of Vehicles authorized when.**
- 7.24.050 Towed vehicles – Registered owner responsibility.**
- 7.24.060 Commercial towing service authorized when.**
- 7.24.070 Redemption of towed and stored vehicles – Costs.**
- 7.24.080 Citing in addition to towing when.**
- 7.24.090 Chapter provisions not exclusive.**

7.24.010 Findings.

It has been determined that motor vehicles parked in such a manner as to create or constitute an impairment to traffic or to interfere with the removal of snow or ice, of the sanding or salting of public streets and highways or to delay or preclude the delivery of emergency services, police, fire and ambulance, constitute a hazard contrary to the public health, safety and welfare, and therefore the selectmen of the town of Essex ordain

as set out in this chapter (Preamble of Ord. Passed 2/27/78)

7.24.020 Seasonal hours when parking prohibited.

Any person who shall park or leave unattended a vehicle of any type on any street, road or highway during the period beginning December 1st through April 1st of the following year after midnight and before seven a.m. shall be in violation of this chapter (§ 4 of Ord. Passed 2/27/78)

7.24.030 Unattended or obstructing vehicles prohibited

Any person who shall leave parked of unattended a vehicle of any type which is a hazard to the safe flow of traffic, blocks the use of fire hydrants, or obstructs the movement of emergency vehicles, shall be in violation of this chapter. (§ 6 of Ord. passed 2/27/78)

7.24-040 Removal of vehicles authorized when.

In time of actual emergency, the fire department or ambulance crews may remove vehicles as described in Section 7.24.030 above by operating, pushing, using other vehicles or manpower, or by towing or pushing by other vehicles and may enlist person and vehicles or others to assist in such removal without the assistance of police officer as required by Section 7.24.060, when life or property

would be jeopardized by the delay of summoning police officers. (§ 6 of Ord. passed 2/27/78)

7.24.050 Towed vehicles – Registered owner responsibility.

Any vehicle found in violation of this chapter and towed shall be deemed under the control of the registered owner at the time of parking. (§ 3 of Ord. passed 2/27/78)

7.24.060 Commercial towing service authorized when.

Any vehicle found in violation of this chapter may be removed by a commercial towing service upon the orders of any state or local police officers, constable or deputy sheriff.
(§ 1 of Ord. passed 2/27/78)

7.24.070 Redemption of towed and stored vehicles – Costs.

Any vehicle removed to storage under this chapter may be redeemed by the owner of the vehicle upon payment of all towing charges, storage charges or other expenses incurred in the moving of the vehicle, except that the charge of towing and storage for each vehicle shall not exceed an amount as established by the town manager. (Ord. passed 9/08/03 (part); Ord. passed 5/15/89; § 2 of Ord. passed 2/27/78)

7-24-080 Citing in addition to towing when.

Any person who parks or leaves unattended any vehicle contrary to this chapter may, in addition to having such vehicle towed, be cited by any police officer, in an action returnable to the district court, where upon conviction a fine not to exceed fifty dollars may be imposed. (§ 7 of Ord. passed 2/27/78)

7.24.090 Chapter provisions not exclusive.

The ordinance codified in this chapter is in addition to and separate from any other ordinance of the Town of Essex, and Vermont Statutes regulating parking or interference with traffic or emergency services. (§ 9 of Ord. passed 2/27/78)

SECTION 3
WINTER OPERATIONS
SPECIFIC TO THE
VILLAGE OF ESSEX JUNCTION

SECTION 3

WINTER OPERATIONS SPECIFIC TO THE VILLAGE OF ESSEX JUNCTION

General.....	V1
Pager Responsibility.....	V1
Determination of Operations.....	V2
Control Center.....	V2
Equipment.....	V2
Materials.....	V2
Snow plowing and Sanding/Salting Operations.....	V3
Special practices for 2021-2022.....	V5
Use of sand/Salt from the Village Highway Garage.....	V7
Mailbox and Encroachment in the Village Public Right of Way.....	V7

Appendices

Appendix A	Organizational Chart of the Village Public Works Department
Appendix B	~~Village Vehicle and Route Assignments~~ (Internal Distribution)
Appendix C	Village Equipment for Snow Operations
Appendix D	Maps of Highway Routes (Village)
Appendix E	~~Village Notification List~~ (Internal Distribution Only)
Appendix F	Village Materials Usage Report
Appendix G	Village Towing Ordinance/General Regulation of Public Streets

SECTION 3

WINTER OPERATIONS SPECIFIC TO THE VILLAGE

OF ESSEX JUNCTION

General

The Village of Essex Junction Public Works Department has the responsibility of maintaining essential services on over 35 miles of accepted Village roads, all of which are paved, 38 miles of paths/sidewalk, of which 32 are plowed, as well as over 40 miles of waterline, over 40 miles of sewer, over 1,700 catch basins and associated piping and maintenance of public buildings. A significant portion of the Department's overall efforts are directed towards maintaining the essential transportation and utility services during the winter season.

The Village Public Works Superintendent has direct responsibility for management of the Department, acting under the general policy direction of the Unified Manager and authority of the Village Trustees. The Public Works Superintendent manages six functional areas within the Department - Administration, Vehicle Maintenance, Highway, Conservation, Water/Sewer and Public Buildings. The Public Works Superintendent is responsible for winter field-crew operations. Section 3, Appendix A contains an organizational chart identifying Department structure; Section 3, Appendix B lists vehicle and route assignments; Section 3, Appendix C lists vehicles available for plowing.

The general procedures used by the Village during winter operations have been identified in Section 1. More specific details on Village operations are as follows:

Pager Responsibility

During the winter of **2020-2021** the non-working-hours on-call responsibility will be shared among selected Public Works Highway employees rotating on a published schedule. The person on-call will make an initial determination on how the storm event will be handled. The on-call employee will be temporarily in charge of operations until the Public Works Superintendent, arrives and takes over responsibility. A list of persons being on-call and dates has been published and is in effect.

If contact cannot be made with the on-call employee, the Public Works Superintendent should be called followed by use of the Notification list identified in Section 3, Appendix E.

Winter Storm Operations

Determination of Village Operations

Using the resources available to the Village and judgment based on experience, the Public Works Superintendent, or his designated representative, will determine the appropriate level and timing of snow and ice control to be performed by the Department. The Superintendent of Public Works, or his designee, will contact employees in the Department using the alert notification list.

Control Center

Upon notification, employees at the Village Highway Garage off Jackson Street complete a pre-startup check of equipment and proceed to perform the necessary snow and/or ice clearing operations. The Control Center is contacted either using the Highway Garage telephone number or the Superintendent's number.

Equipment

To support the operation, the Department has equipment available as noted in Section 3, Appendix C. Three 7 cy dump trucks have automatic salt calibration devices installed (#34, #6, #5) as well as 1 of the 3 cy dump trucks (low pro #7).

Materials

At the Highway Garage yard located off Jackson Street, ice and snow clearing materials are stockpiled for use during the winter season. The materials used by the Village are:

250 tons of sand.

Approximately 800 tons of salt are maintained on-site in covered salt sheds. Other alternative chemical/organic products will be purchased and stored this year for use during low temperature situations.

As the on-site stockpile of salt is depleted, additional salt is ordered. The primary Village source currently being used is:

Cargill Salt Company
c/o Barrett's Trucking
16 Austin Drive
Burlington, VT 05401

Other ~~Another~~ potential sources are is:

American Rock Salt Co, LLC
P.O. Box 190
MT. Morris, NY 14510
Contact: Christine Tandy

Apalachee Rock Salt Co, LLC
1423 Highland Ave
Rochester, NY 14620

Alternative deicing agents such as Magic Salt or Ice-Be-Gone, are utilized under certain conditions. It is rock salt treated with a liquid, agricultural by-product of the distilling process blended with magnesium chloride. It is applied in combination with straight rock salt as a material that is effective at lower temperatures. It is less corrosive than calcium chloride, biodegradable and has less impact on the environment. The product is sprayed onto rock salt and then mixed to create a semi-homogeneous mixture. The Ice-Be-Gone is obtained through the following distributor:

Magic Salt of Vermont
9 Oak Street
St Albans VT 05478

Snow Plowing and Salting Operations

The Public Works Department has organized the equipment into three subareas of the Village for routine operations. The areas are designated red, green and blue. The red area covers the northwestern part of the Village; the green area covers the central and northwestern area and the blue area covers the southern and southwestern portion. The smaller Low Pro and pic-up trucks are generally used to plow the smaller, less travelled routes and for clearing of the municipal parking lots. Each complete route for a single truck takes in excess of 3.5 hours to complete, once a major snow event is over.

1. The Village plan for clearing of roads generally follows the priority of State road classification:
The three classes in the Village are:
 - a. Class 1 Town highways are those town highways which form the extension of a State highway route and which carry a State highway route number.

- b. Class 2 town highways are those town highways selected as the most important highways in each town. As far as practicable they shall be selected with the purposes of securing trunk lines of improved highways from town to town and to places which by their nature have more than the normal amount of traffic. The Trustees, with the approval of the Agency of Transportation, shall determine which highways are to be Class 2 highways.
 - c. Class 3 town highways are all traveled town highways other than Class 1 or 2 which meet certain standards by the Agency of Transportation.
 - d. Class 4 town highways are all those highways that are not Class 1, 2 or 3. There are none in the Village.
2. The routes have been established to provide highest priority coverage to the designated Class 1 roads with heaviest usage (the major arterials) and history of severest conditions and/or accidents. The highest priority roads are:

Trucks 5 and 6 Plow the Class 1 roads in tandem

Park Street
Maple Street
Lincoln Street
Pearl Street
Main Street

3. Other high traffic volume roads, including all of the Class 2 roads follow shortly after the Class 1 roads or in conjunction with the plowing on the Class 1 roads:

Trucks 5 and 6 Plow independently:

West Street
South Street (east of West Street)
South Summit Street
Iroquois Road

Truck 34

Brickyard Road/Mansfield Avenue
Assists with salting the Class 1 and 2 roads
Other critical Red Zone roads

Truck 7

Prospect St.
Hillcrest Road
West Hillcrest Road
Other critical Green Zone roads

4. The next priority of plowing is the collector roads and lesser traffic volume roads within each color zone. Typical collector roads are Cascade Street, Fairview Drive, Rivendell Drive, Central Street, etc. Because of their location adjacent to collector streets, many minor streets (not

including dead-end streets and cul-de-sacs) will be cleared concurrent with collector streets or immediately following the collector streets. Dead-end streets follow in priority, although many may be cleared earlier in the process to meet the objectives of cycling and access on steep grades. In general, the trucks plow in the following areas:

Truck 5 and 6: Blue Zone

Truck 7: Green Zone

Truck 34: Red Zone

5. The cycle capability of each vehicle will be maximized so that unnecessary reload trips are not made for re-supply of materials at the Highway Garage.

6. Plow routes are designed for mostly right-hand turns to avoid leaving windrows in intersections.

7. Sidewalk clearing throughout the Village begins concurrent with street plowing. It is an important and critical element of the overall snow clearing operation due to the absence of school busing and the significant number of people who use the sidewalks in the winter. Only during periods of continuous heavy snowfall over an extended time frame will sidewalk clearing be delayed for clearing of streets.

8. The general plan for clearing of sidewalks is for all Class 1 and Class 2 roads with sidewalks or paths to be cleared on both sides of the road with the sidewalks on Class 3 roads cleared on only one side. Sidewalk clearing is performed concurrent with road clearing.

9. Sidewalk clearing is performed by both permanent and temporary employees using two sidewalk plows. A one-pass coverage of the sidewalks designated for plowing takes from 3.5 hours (v-plow) to 15 hours (blower) to accomplish with the two employees and two sidewalk plows.

10. Sidewalk clearing will be reduced and generally stopped in late spring when conditions indicate the sidewalks are useable and the sidewalk plows will do damage to private property and lawns.

Special Practices for 2021-2022

1. The winter of 2020-2021 was characterized by another early start to winter conditions, many fluctuations between freezing and thawing, periods of extended and generally fluctuating weather, with only a few significant snow fall events. Supply availability of salt, sand and other materials was not a problem.

A comparison of overtime and materials provides an indicator of activity level and conditions over the last year (note that overtime is estimated at 80% of total overtime hours).

	2019-2019 (actual)	2018-2019 (budget)	2019-2020 (actual)	2019-2020 (budget)
Overtime (hours)	912	1,000	920	1,000
Materials (salt/tons)	2,200	1,400	1,500	1,400

2. Significant changes are not planned for the winter of **2021-2022**. Public Works will purchase the deicing agent directly and fill storage tanks onsite. Public Works will then mix the product with the road salt, saving costs. In addition, the trucks will be calibrated both before the season and partially through the season to ensure more accurate application rates.

3. Salt use will be applied at reduced levels where possible on flat roads and cul-de-sacs, but not eliminated.

4. The areas of sidewalk clearing are unchanged from last year. With the sidewalk on the eastern portion of Maple Street linking to the sidewalk on River Road in the Town, the Village will plow the sidewalk out to the general area of JP's Restaurant. The location is too isolated and far for the Town sidewalk plow to cover and there is a demonstrated need to keep the sidewalk in this area open due to the influx of new businesses along River Road.

5. During the evening hours of a storm event between 9:00 P.M. and 3:00 A.M., unless there is a continuous heavy snowfall or continuous ice storm, Village forces will be reduced to a minimum or no staffing.

6. Each driver is given the responsibility to make decisions regarding the blend of materials and application rates to keep the roads trafficable and reasonably safe while concurrently minimizing costs. However, the Superintendent, or his designated representative, will establish a general material type and application rate prior to each major storm event, and employees are expected to use these settings as a starting point for the storm.

7. The Village used contract plowing services last year to plow the area of Railroad Ave., Lincoln Place, Lincoln Hall, the Fire Station and a portion of Main Street. The call for contract services generally occurs when the projected snowfall accumulation is on the order of 3 to 4 inches. In the past this request for assistance has been handled informally and the intent is to formalize this service through a more formal services agreement.

8. It is important to note that the plan which has been presented and the accompanying map are subject to change with each storm. Also, the time frame for clearing can vary markedly, depending upon conditions and continuing effects of a storm. Other factors affecting the plan are:

- night-time plowing
- commuter traffic
- parked cars

equipment breakdown
assistance to the Fire or Police Departments
time length since the start of the storm
availability of materials
budget funds

11. In order to guide the Department in utilizing the best available techniques in snow and ice clearing operations, a set of guidelines (not requirements) is provided in Section 1, Appendix 4. Operator judgment and close control of materials are key elements in managing snow/ice clearing operations.

Village snow removal operations generally will not start until one hour after the initial call, because of the time factor in getting crews in, equipment checked and materials loaded. Also, with routes requiring three to four hours to plow completely, notification has to occur by 2 AM or it is not likely that the major roads will be open by 7 AM.

Use of Sand / Salt from the Village Highway Garage

The Village of Essex Junction expects that homeowners and businesses will obtain sand and salt from the private sector for use in keeping their driveways and walkways clear. The clearing of private driveways / walkways is the responsibility of the individual property owner as noted in Title 24, section 2291.

The Village prohibits the taking of any amount of road salt from the Village highway garage for use on private driveways.

It is understood that emergency (non-routine) situations may occur, such as during an ice storm, when residents may need sand on an emergency basis. It is not considered an emergency when local businesses that sell sand are open and sand is readily available for purchase. In emergency situations, residents and businesses may obtain sand from a stockpile inside the gate to the highway garage. It is intended that the “public stockpile” will not be accessed or used by any commercial venture engaged in snow clearing operations.

Mailbox Policy/Encroachment in the Public Right of Way/Lawn Restoration

Because of the volume of complaints specific to objects in the Village right-of-way and damage to property, the following policy has been established:

1. Title 19, Section 1111 prohibits encroachment of the Village right-of-way without prior approval by the Trustees. Objects in the ROW are placed there at the owner's risk and the Village assumes no responsibility for any damage to objects placed in violation of the statutes. Common items damaged are fences placed within the Village ROW, flowerpots, basketball hoops, etc.

2. To insure mail delivery to all residents, the Village has provided blanket authorization for mailboxes located in the Village right-of-way. The Village retains control over specific location of the mailboxes and may require the homeowner to move the box to a more suitable location.

The Village will fix a damaged mailbox or replace a mailbox (up to a monetary limit of \$50 per mailbox per event) only when the Department determines that a plow physically hit the mailbox. This determination is made by observation of cut marks, paint off the plow blades, etc.

Heavy snow coming off the plow blade will often knock over and damage mailboxes which have not been adequately mounted or braced or those mailboxes whose doors have been left open. Also, mailboxes are damaged by private contractors and homeowners during driveway clearing operations. The Village will not fix or replace mailboxes in these situations.

Owners of mailboxes have a responsibility to contact Public Works during daytime hours within 72 hours of damage to a mailbox if they intend to seek repairs, a new mailbox or reimbursement from the Village. The Village will inspect the mailbox to determine if it is the Village's responsibility for the mailbox damage. No payment of the \$50 to replace a mailbox will be made by the Village until the replacement has been completed and verified as being in place by the Village.

The clearing around mailboxes is the sole responsibility of the owner and not the Village. With the large number of streets to plow and limited municipal resources, Village plows cannot provide a level of service that clears the road to every mailbox.

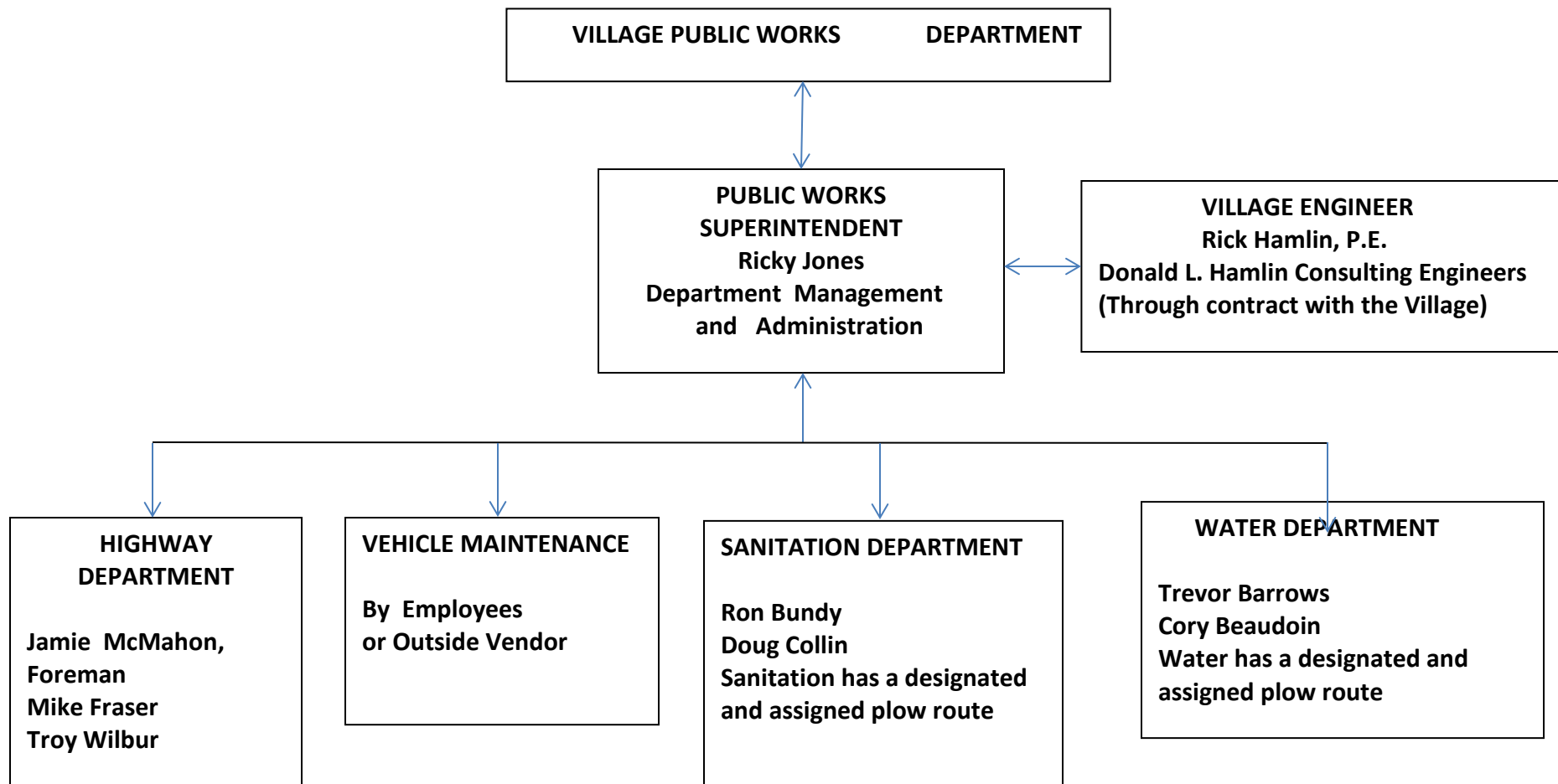
The Village will notify residents prior to the start of winter regarding mailboxes that need repair or movement. The Village will not repair mailboxes that are noted as being damaged or inoperative prior to winter.

3. The Village will restore or replace objects outside the Village road right of way damaged as a result of its snow or ice clearing operations, only when it has been determined that the Village was responsible for the damage, consistent with the State Supreme Court Ruling in 2010.

4. Recovery of damages will be pursued by the Village, if Village equipment is damaged due to objects placed in the Village ROW.
5. Lawns damaged by municipal sidewalk plowing or municipal road plowing will be restored by the Village following the winter season.

SECTION 3, APPENDIX A
2021-2022

ORGANIZATIONAL CHART OF THE VILLAGE PUBLIC WORKS DEPARTMENT



SECTION 3, APPENDIX B
2021-2022

VILLAGE VEHICLE AND ROUTE ASSIGNMENTS

<u>VEHICLE</u>	<u>PRIMARY OPERATOR</u>
Truck 5 (DT)	
Truck 6 (DT)	
Truck 7 (DT)	
Sidewalk Plow 10	
Sidewalk Plow 11	
Truck 34 (DT)	
Loader #9	
Pick-up	

SECTION 3, APPENDIX C
2021-2022

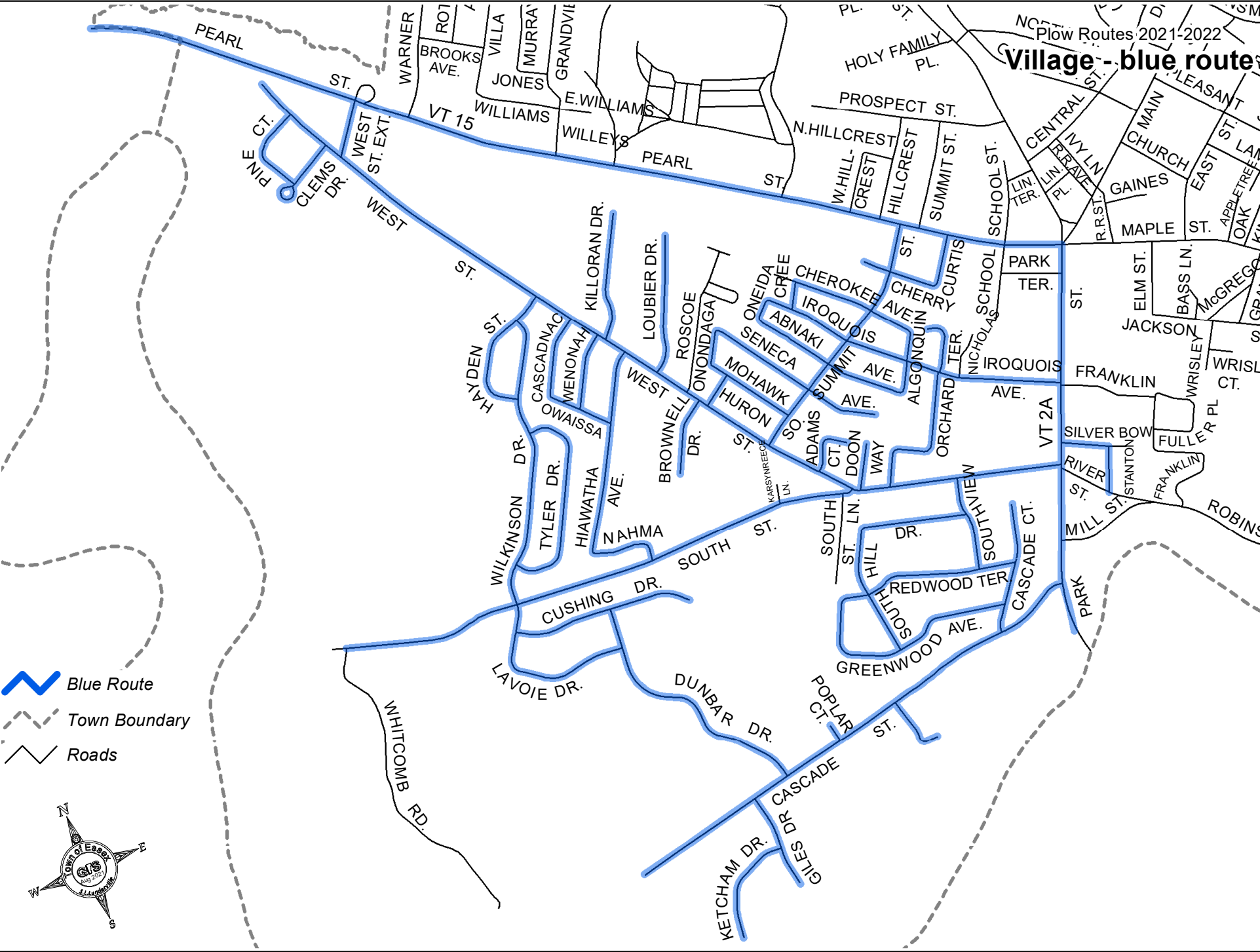
VILLAGE EQUIPMENT FOR SNOW OPERATIONS

Truck #5	2014 Freightliner 7 cy. Dump Truck with tailgate sander, wing and all directional front plow
Truck #6	2015 Freightliner 7 cy. Dump Truck with tailgate sander, wing and all directional front plow
Truck #34	2016 Freightliner 7cy. Dump truck with multi-directional front plow, tailgate sander and wing
Truck #7	2012 International 3 cy. Low Pro Dump Truck with all-directional front plow, tailgate sander and wing
Truck #1	2019 Chevrolet Pickup with v-plow and sander.
Truck #15	2019 Chevrolet Pickup with v-plow and sander.
Sidewalk Plow #10	2020 Prinoth
Sidewalk Plow #11	2016 Prinoth
Loader #9	2013 Caterpillar 924K
Skid Steer #12	2001 Cat 228, Back-up for sidewalk plowing

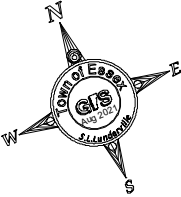
SECTION 3, APPENDIX D
2021-2022

MAPS OF HIGHWAY ROUTES (VILLAGE)

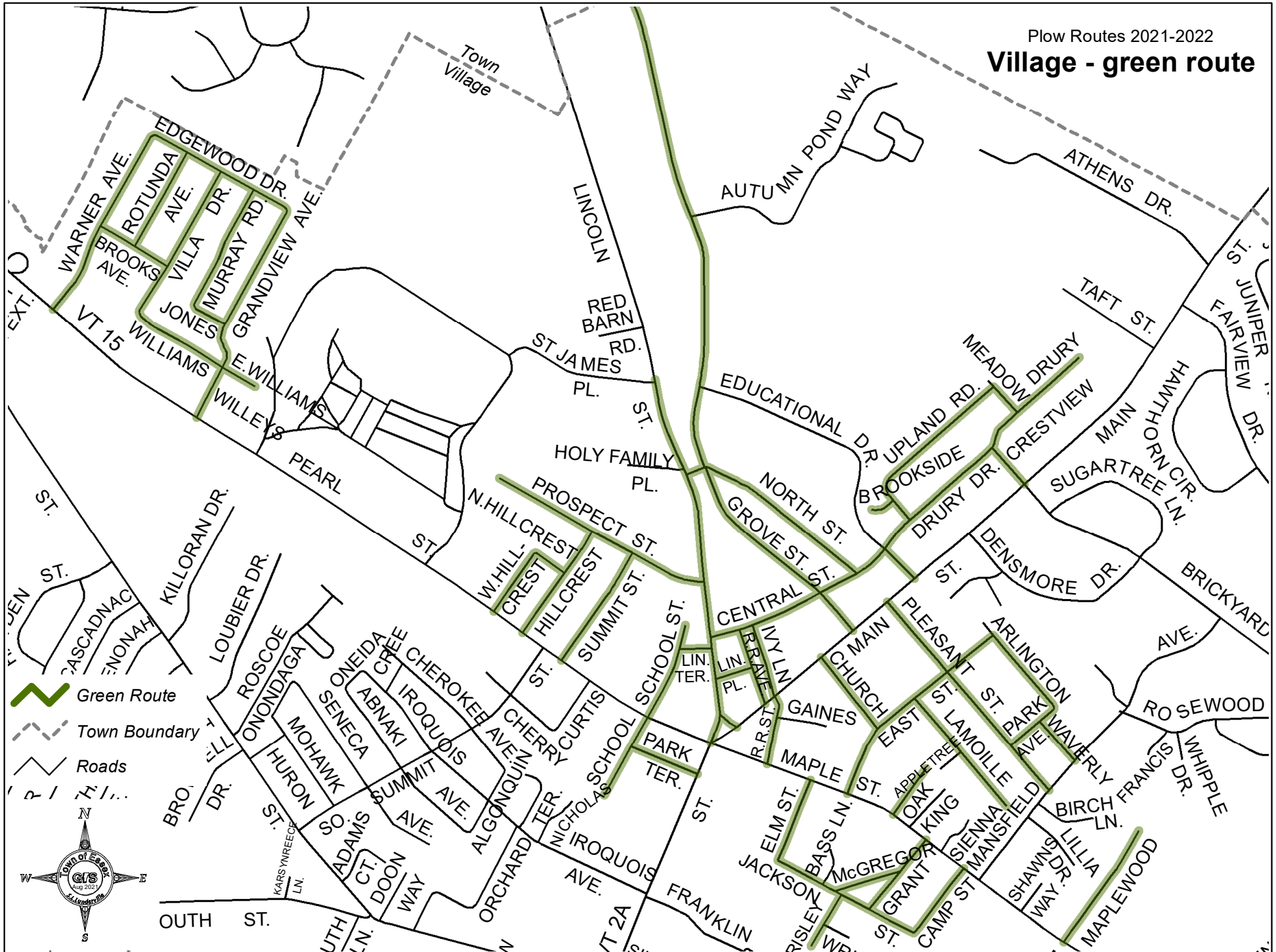
Village - blue route



- Blue Route
- Town Boundary
- Roads

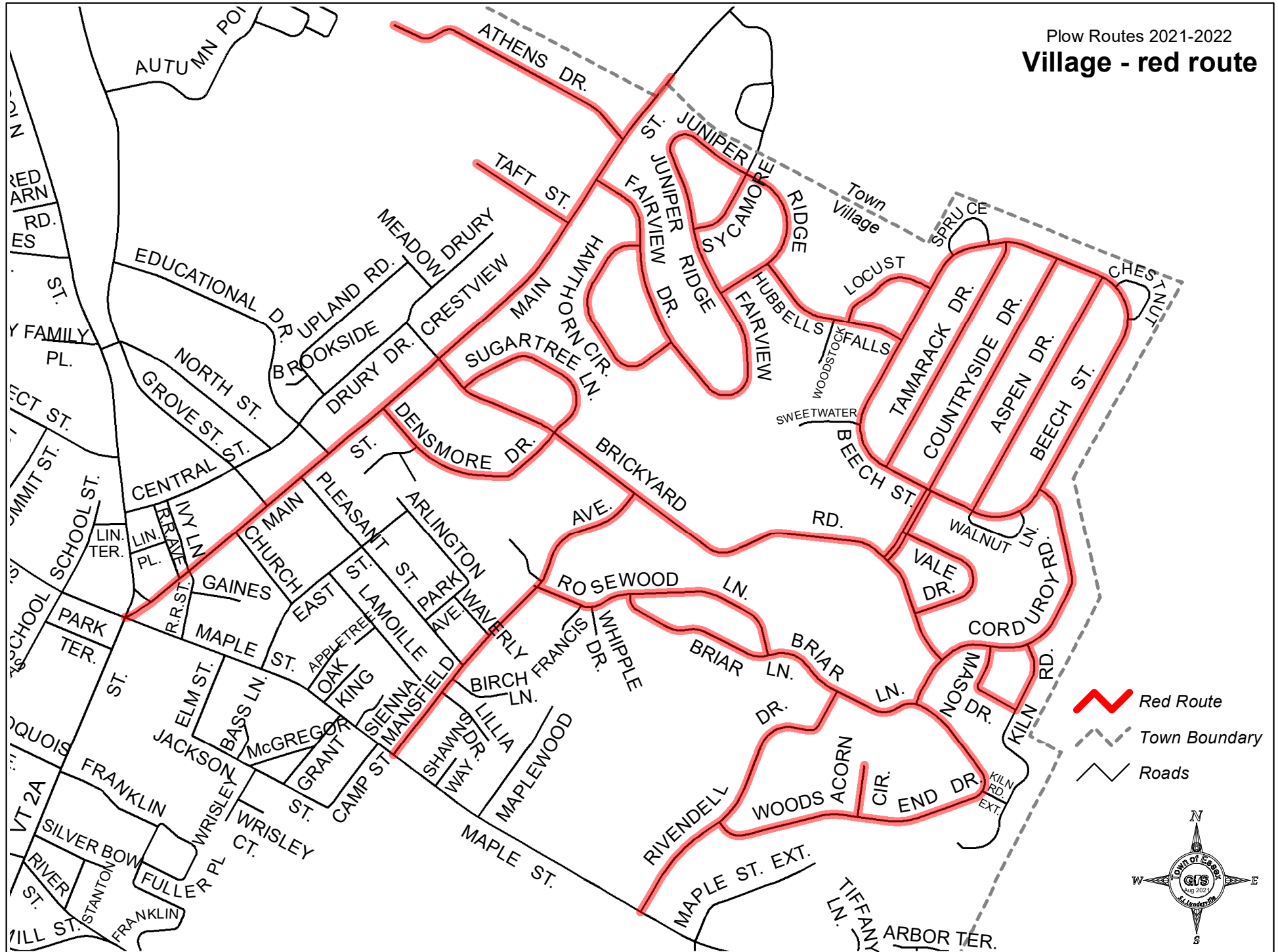


Village - green route



Plow Routes 2021-2022

Village - red route



**SECTION 3, APPENDIX E
2021-2022**

VILLAGE OF ESSEX JUNCTION CALL LIST

NOT AVAILABLE IN PUBLIC VERSION

SECTION 3, APPENDIX F

Date Day	From	Time To	Hrs	Air Cond.	Ground Cond.	Total Hrs.	Sand CY	Salt CY	Sand/Salt CY	CaCl ₂	Other Material	Fuel Gal.	Comments
Mon													
Tues													
Wed													
Thurs													
Fri													
Sat													
Sun													
Week Totals													

Ending Mileage _____

Starting Mileage _____

Total _____

Operators _____

Air Conditions

1. Clear
2. Fog/Mist
3. Rain
4. Sleet
5. Light Snow
6. Heavy Snow
7. High Winds

Weather Conditions

- A. Dry
- B. Icy/Freezing
- C. Black Ice
- D. Dusting of Snow
- E. Light Snow Cover (less than 1")
- F. Moderate Snow Cover (1" to 3")
- G. Heavy Snow Cover (over 3")
- H. Drifting/Blowing on Road

SECTION 3, APPENDIX G

2021-2022

VILLAGE TOWING ORDINANCE

Village of Essex Junction, VT

Municipal Code

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

- (a) The parking or leaving any vehicle in violation of this chapter is hereby declared to be a public nuisance.
- (b) The fact that a vehicle which is illegally parked is registered in the name of the person, rental agency or company shall be prima facie proof that such person, rental agency or company was in control of the automobile at the time of such notice.
- (c) It shall be sufficient notice of violation for a law enforcement officer to leave written notice on an official form securely on the vehicle indicating the violation, the time and date of the violation, the location of the violation, and the registration number of the vehicle, and such other information as seems appropriate.
- (d) "Parking," for these purposes, shall mean leaving the vehicle at rest with or without an operator in attendance unless otherwise provided.
- (e) The Public Works Department, the Fire Department of the Village of Essex Junction, or any lawful police official of the State of Vermont, are hereby authorized to remove and tow away, or have towed away, by commercial towing service, any vehicle illegally parked in any place where such parked vehicle violates this chapter, creates or constitutes a public nuisance, creates or constitutes a traffic hazard, blocks the use of fire hydrants, obstructs or may obstruct the movement of emergency vehicles, or interferes with the free flow of traffic, or has three or more unpaid violations. In addition to towing, a police officer may issue a ticket in accordance with Section g.
- (f) A vehicle so towed away to storage under the provision of this chapter may be redeemed by the owner of the vehicle upon payment of all towing charges, storage charges, or other expenses incurred in the moving of the vehicle, except that the charge of towing each vehicle shall not exceed an amount as established by the Village Manager. The operator of the commercial towing service may hold such vehicle until such charges have been paid. In addition, any vehicle towed due to three or more outstanding violations shall be required to pay all fines prior to the vehicles being released to them by the commercial towing service.
- (g) Any person who violates the provisions of this chapter may be ticketed for such offense by any lawful police official of the state of Vermont as listed below:
 - Twenty-five dollars per violation.
- (h) The Village may choose to have a vehicle towed to a location other than a commercial storage facility and may choose to bear the cost of such towing (i.e. to clear streets for special events).
- (i) The provisions of this chapter are declared to be separable in that any provision declared to be invalid shall not affect the validity of the remaining provisions.

**VILLAGE OF ESSEX JUNCTION
MUNICIPAL CODE**

**CHAPTER 2.
GENERAL REGULATION OF PUBLIC STREETS**

SECTION 201: ENACTMENT AUTHORITY:

This article is adopted by the Trustees of the Village of Essex Junction pursuant to the authority granted them under Sec. 1.07 (d) and (e) of the Village Charter.

SECTION 202:

- (a) No person shall throw or put, or cause to be thrown or put, snow or ice in any street, road park or public ground without first having secured permission of the Public Works Superintendent or his designee.
- (b) No person shall sprinkle any salt, or chloride in any street, road or public ground without first having secured permission of the Public Works Superintendent or his designee.
- (c) No person shall slide on a sled or sleigh in any street, road, walk, lane or alley.

Memorandum

To: Selectboard; Evan Teich, Unified Manager
From: Marguerite Ladd, Assistant Manager
CC: Greg Duggan, Deputy Manager
Re: Considering Pledge of Allegiance
Date: September 29, 2021

Issue

The Selectboard asked the Committee on Equity in Essex for some information in considering the Pledge of Allegiance.

Discussion

Understanding that the Pledge of Allegiance holds different symbolic meaning for different members of the community, the Committee on Equity in Essex felt it was important to understand its history as the community works toward stated goals of being more inclusive. A few online sources are listed below should you like to review. Please note these are by no means extensive.

A Washington Post article was recently brought up for discussion at a committee meeting.

<https://www.washingtonpost.com/news/made-by-history/wp/2017/11/03/the-ugly-history-of-the-pledge-of-allegiance-and-why-it-matters/>.

Given the history of the Pledge of Allegiance we thought the Selectboard should consider some questions to help inform an intentional decision.

- What is the goal/purpose of stating the Pledge of Allegiance ahead of a meeting?
- Is it a unifying act to state the Pledge of Allegiance?
- Is there a better statement/pledge/song that could be more focused and feel more appropriate for the community?
- Does the community want to continue stating the Pledge of Allegiance even though its history and original purpose may be at odds with why the community states it today?

Many organizations make pledges or have acts of unification at the start of a meeting or gathering to help solidify the reason folks are gathered or bring the group together intentionally. Just one example is the Essex Police Department. They recite a statement from the International Association of Chiefs of Police (IACP), which can be found here: https://www.theiacp.org/sites/default/files/all/i-i/IACP_Oath_of_Honor_En_8.5x11_Web.pdf

A few additional reading sources:

<https://supreme.justia.com/cases/federal/us/319/624/>

<https://www.smithsonianmag.com/history/pledge-allegiance-pr-gimmick-patriotic-vow-180956332/>

<https://www.pewresearch.org/fact-tank/2013/09/04/5-facts-about-the-pledge-of-allegiance/>

Recommendation

This memo is for informational purposes only.

Memorandum

To: Selectboard; Evan Teich, Unified Manager

From: Greg Duggan, Deputy Manager

Re: Discussion about and possible executive session for contracts and legal matters regarding Village of Essex Junction's proposed separation from Town of Essex

Date: October 1, 2021

Issue

The issue is for the Selectboard to discuss possible agreements for sharing services between the Town of Essex and an independent City of Essex Junction, and whether the Selectboard enters into executive session to discuss contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the bodies.

Discussion

Following discussion between the two boards on September 27, 2021 and direction from the Selectboard, the Town Attorney has provided edits to the following documents:

- Memorandum of Understanding regarding agreements for shared services
- Draft agreement for shared police services
- Draft agreement for shared services of reappraisal

The Village has also provided draft agreements for the Selectboard to review:

- Delinquent Tax Agreement
- Finance Agreement
- Information Technology Agreement

A Stormwater Agreement is being reviewed by Public Works, Water Quality, and Stormwater staff from the Town and Village and will be available for review by the Selectboard at a future meeting.

In order to have a complete and thorough discussion about this topic, it would appear that an executive session would be necessary because the premature disclosure of the information may put the Selectboard and the Town at a substantial disadvantage. Contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body can be protected discussions.

Cost

N/A

Recommendation

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

Motion #1

"I move that the Selectboard make the specific finding that general public knowledge of contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body would place the Town at a substantial disadvantage."

Motion #2

"I move that the Selectboard enter into executive session to discuss contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body, pursuant to 1 V.S.A. § 313(a)(1)(A) and (F) to include the Town Attorney, the Unified Manager, and Deputy Manager."

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated this ____ day of _____, 202_, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the Village of Essex Junction, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex Junction” or the “Village” and together the Village and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the Village is currently an incorporated Village located within the Town;

WHEREAS, the Village is pursuing separation from the Town with the intention of incorporating as an independent City (“City of Essex Junction” or “City”) pursuant to legislative approval;

WHEREAS, the Town Selectboard and the Village Trustees are working amicably to plan for the Village’s separation from the Town;

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

WHEREAS, until the effective date of the City’s Charter, there is no authority under which the Village may enter agreements on behalf of the City;

WHEREAS, the Village and the Town desire to prepare these tentative agreements in advance with the understanding that the current Village Trustees will become the future City Councilors and intend to enter these agreements on behalf of the City; and

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

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Village hereby agree as follows:

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

- b. Reappraisal and Assessor Services Agreement;
- c. Right of First Refusal for 81 Main Street;
- d. Stormwater Agreement;
- e. Shared Financial Services Agreement;
- f. Information Technology Agreement; and
- g. Delinquent Tax Agreement.

~~g. —~~ As a condition precedent to the execution of the foregoing agreements, the Parties must reach agreement, at a minimum, on the following matters: Indian Brook and EJRP program access; Senior Center and Bus; Tree Farm building use and maintenance; and Administration Transition (manager, HR, etc.) and shared boards, commissions, and committees.

~~h. — Senior Bus and Center;~~

~~i. — Delinquent Tax Agreement;~~

~~j. — Tree Farm Buildings Maintenance;~~

~~k. — Administration Transition (manager, HR, etc.)~~

~~l. —~~

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

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dispute arises. The Parties, however, recognize that the contract for Police Services concerns an essential municipal function, and thus, any dispute between the Parties that arises concerning Police Services and which could cause an interruption of police services is emergent and in need of immediate attention by the court and therefore not subject to a mediation requirement prior to initiating a filing with the court.

5. This MOU may be amended or modified by mutual written agreement of the Parties. This MOU shall terminate upon the execution of the agreements set forth in Section 1.
6. Any notice required under this MOU shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party.

To Town of Essex: Municipal Manager
 81 Main Street
 Essex Junction, VT 05452

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

7. This MOU shall be governed by the laws of the State of Vermont. All rights and remedies provided by this MOU or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this MOU. If any provision of this MOU shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
8. Neither party shall assign this MOU or any interest hereunder without the written approval of all of the Parties, with the exception that the rights and obligations of the Village of Essex Junction shall flow to the City of Essex Junction once it has been established. This MOU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
9. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this MOU, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 202__.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Police Services Agreement

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the Town of Essex, a Vermont municipality located in Chittenden County, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the duly elected Town Selectboard and City Council have general supervisory authority over affairs of their respective Municipality; and

WHEREAS, the Essex Police Department (“Essex PD”) has provided police services, including law enforcement, protection, community justice, dispatch, and emergency services (collectively described as “Police Services”) to the Town, including the former Village of Essex Junction; and

WHEREAS, the Police Services provided by Essex PD serve the public good and fulfill an essential municipal function; and

WHEREAS, it is the mutual goal of the Municipalities that the Essex PD serve both communities and maintain their trust and support; and

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

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

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. Term.

The Initial Term of this Agreement shall be ten (10) years. This Agreement shall automatically renew for another five (5) years (Extended Term) at the conclusion of the Initial Term unless either Party terminates the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 11 herein) or **the Parties** enter into a new or revised agreement. This Agreement may continue to renew for an unlimited number of Extended Terms.

2. Agreement Review.

The Parties hereby agree to review this Agreement if requested by either Party in either a joint meeting of the Selectboard and the City Council or a meeting of their representatives. In addition to any requested reviews, the Parties shall meet to review this Agreement on or about the third anniversary of its effective date, and every three years thereafter, or upon the occurrence of a material event.

3. Cost and Payment.

The City shall be assessed the cost of the Police Services by calculating, on a per capita basis, its share of the direct and indirect costs and expenses for the Police Services described herein as set forth in the Town's voter approved annual budget. The City agrees to pay the Town the assessed cost for the Police Services described herein based upon the Town's approved annual budget on a quarterly basis or on such other schedule as mutually agreed upon by the Parties. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, worker's compensation insurance, property & casualty insurance, liability insurance, training, vehicles, technology, communications; as well as costs associated with operating the police facility to include, but not be limited to, heat, electricity, water and sewer, and buildings and grounds. The indirect costs shall include: administration costs, human resources costs, Information Technology (IT) costs, finance costs and other mutually agreed upon costs. The Parties agree that indirect costs amount to three- and one- half percent (3.5%) of the direct cost budget. The per capita basis shall be reassessed every ten years when new census data is released by the US Census Bureau.

Commented [WE1]: Check with Sarah Macy on quarterly billing?

In year two and every year thereafter, at the time of the Town's billing for the first quarter of each fiscal year, the Town will reconcile the actual costs billed and a true up will be included in the bill for under or over payments from the previous fiscal year.

Commented [WE2]: Confirm with Sarah Macy.

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

An anticipated fee for Police Services shall be provided by the Town to the City in advance of any City budget meeting such that the City may include the costs of these services in its budget. The Town shall provide the City a detailed Police Services budget that, shall be in such form, and contain such level of detail, as is mutually agreed upon by the Selectboard and the City Council, and at a

minimum, shall include revenue and expenses for the Police Services to be provided.

Upon request and with reasonable advance notice, a Town representative familiar with the proposed budget shall appear at any City Council meeting where there will be a discussion of the budget to answer any questions. The Town shall make expenditures consistent with the Police Services budget as presented and approved. The Town will advise the City of any material changes to an approved budget. ~~Failure to do so shall constitute a breach of this Agreement.~~ For purposes of this agreement, a material change shall be a change of more than ten percent (10%) of the approved budget.

The Municipalities recognize that a natural disaster (defined as a major, adverse, naturally occurring event such as a flood, wildfire, earthquake, hurricane or tornado) impacting the Municipalities may cause the Essex PD to exceed budgeted operating revenues. The Town agrees to apply for any possible State or Federal grant funding that may be available to cover budget overruns that arise out of a natural disaster.

4. Level of Service; Changes in Service.

In ~~consideration of exchange for the City's payment distribution of public funds,~~ described above, the Town shall provide the City with all of the following "Police Services": (1) 24-hour, 365-days per year police protection, response, prevention, law enforcement, investigation services, education, emergency response services (generally referring to action taken in response to an unexpected and dangerous occurrence in an attempt to mitigate its impact on people, property or the environment. Emergency situations can range from natural disasters to hazardous materials problems, transportation incidents and a wide range of manmade emergencies.), animal control, community justice, and dispatch services. Dispatch services shall include ~~for~~ Essex Rescue, Essex Junction Public Works, and Essex Junction Fire Department.

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

In the event ~~that~~ either Party seeks to modify the agreed upon level of service, either by increasing services provided, eliminating an existing service, or if the

Essex PD seeks to expand services into another municipality, the Party requesting the change shall provide the other Party with a written description of the proposed change(s) and the rationale for the same. The Parties shall meet at a joint meeting of the Selectboard and City Council to discuss the budgetary and other consequences of any proposed change. ~~No change in the agreed upon level of service shall occur within the contract term absent such mutual approval.~~ No change in the agreed upon level of service shall occur within the fiscal year when the change is first proposed unless mutually agreed upon. In the event the voters fail to approve a proposed budget that necessitates a reduction in the budget for Police Services, there will be a concomitant reduction in the level of service. If the Town changes the level of service that benefits the Town only, the City will not be responsible for payment towards the costs of such service. Likewise, if the City desires an additional service that benefits the City only, the City will be responsible for payment for those additional services.

5. Personnel Management

All equipment and personnel necessary and proper for the performance of this Agreement shall be provided by the Town and all persons providing the Police Services shall be subject to the exclusive control, direction and supervision of the Town.

The Chief of the Essex PD ("Police Chief") shall be an employee of the Town and shall be supervised by the Town Manager. However, the Town Manager shall seek input from the City Manager in the evaluation of the Police Chief and in the hiring of any new Chief. The Town Manager shall also accept input from and cooperate with the City Manager. Minimally, the Police Chief, Town Manager, and City Manager shall meet at least once every six months to discuss the status, quality and execution of Police Services by the Essex PD.

The Police Chief and City Manager shall cooperate in the creation, modification and execution of any City emergency response plans. The Chief shall have control over the execution of the emergency response plan.

6. Equity Inclusion Group.

The Town agrees to consider the recommendations of the Equity Inclusion Group. Should the Town form a Police Advisory Board ("Advisory Board") in the future, the City shall be afforded reasonable representation a number of seats on such the Advisory Board, that are proportionate to the total population served by the Essex PD.

7. Insurance.

The Essex PD shall at all times be covered under the Town's general municipal liability insurance policy.

8. Compliance with Law.

The Essex PD shall at all times comply with all local, state, and federal laws, ordinances, orders and regulations in connection with its operations.

9. Necessary Actions.

The Town and the City hereby agree to take or cause to be taken such further actions, if any, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.

10. Bond.

The City shall continue to make payments, in the same manner as has been historically made, with the tax rate being established based on the budgeted bond payment for the year spread across the combined grand list of the two municipalities, on the Bond for the police station issued by the Vermont Municipal Bond Bank, 2017 Series 4 Refunding Bonds, in the current approximate total outstanding amount of Six Million One Hundred Forty-Six Thousand Six Hundred Eighty-Nine Dollars (\$6,146,689.00). This obligation shall continue notwithstanding termination of this Agreement.

11. Termination.

A Notice of Intent to Terminate this Agreement must be delivered to the other Party ~~not less than Three (3) years~~ nor more than four (4) years prior to the end of either the Initial Term or Extended Term. Should one Party notify the other that it intends to terminate this Agreement, then the Parties agree to enter into a mediation with an agreed upon mediator. The Parties shall split the costs of the mediator, but otherwise bear their own costs of the mediation, including their attorneys' fees. The Parties shall mediate in good faith.

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

- a. The dissolution or insolvency of either of the Municipalities;
- b. At such time that the City has notified the Town that it has established a municipal Police Department that performs the Services; or

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- c. The Parties enter into a new written agreement which expressly supersedes this Agreement.

12. Effects of Termination

Upon the termination of this Agreement all obligations of the Parties shall cease except for those obligations created by or pursuant to Section 10.

13. Amendment.

This Agreement may be amended or modified by mutual written agreement of the Parties.

14. Notice.

Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

To the Town of Essex: Town of Essex
 Town Manager
 81 Main Street
 Essex Junction, VT 05452-3209

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

15. Governing Law; Severability

This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

16. Disputes.

In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.

17. Entire Agreement.

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

18. Assignment; Binding Agreement.

Neither party shall assign this Agreement or any interest hereunder without the written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

19. No Waiver.

No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

20. Captions.

The captions or marginal words are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provisions hereof.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

Police Services Agreement.

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

REAPPRAISAL AND ASSESSOR SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 202__, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, ("Essex" or the "Town") and the City of Essex Junction, a Vermont municipality located in the County of Chittenden and State of Vermont, ("Essex Junction" or the "City" and together the City and Town are collectively referred to herein as the "Municipalities" or the "Parties").

WHEREAS, pursuant to 32 V.S.A. § 4041a, the Town has collected state reappraisal funds for properties located in the Town as well as for those now located within the City;

WHEREAS, the Town agrees to oversee and conduct a reappraisal for properties located in the Town and City using these reappraisal funds;

WHEREAS, the Town agrees to initiate and manage the upcoming reappraisal through its Office of Assessor pursuant to 32 V.S.A. § 4041a;

WHEREAS, if the reappraisal funds are not sufficient to fully fund the upcoming reappraisal, the Town and City shall each contribute additional funds in proportion to each Municipality's percentage of parcels;

WHEREAS, if there are residual funds in the Town's reappraisal fund once the upcoming reappraisal is completed, the residual funds will be distributed to the City and Town in proportion to each Municipality's percentage of parcels if lawful;

WHEREAS, the City agrees to continue to contribute towards the costs of the Town's Office of Assessor based upon its percentage of parcels until the upcoming reappraisal is complete and the appeal process has concluded; and

WHEREAS, the Parties now wish to enter into this Reappraisal and Assessor Services Agreement;

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. The Town shall use the existing reappraisal funds to conduct the upcoming reappraisal of all properties located within the Town and the City.
2. The Town shall initiate and manage the upcoming reappraisal pursuant to 32 V.S.A. § 4041a, unless the Parties mutually agree otherwise.

3. The reappraisal fund balance ("Reappraisal Balance") shall be determined as of the date of the last payment by the State pursuant to 32 V.S.A. § 4041a to the Town which includes payment for parcels now located in the City.
4. If the Reappraisal Balance is insufficient to fund the upcoming reappraisal, the Town and City shall contribute additional funds in proportion to each Municipality's percentage of parcels.
5. The additional funds shall be due thirty (30) days after receipt of a detailed accounting and invoice.
6. If residual funds remain in the Reappraisal Balance at the conclusion of the upcoming reappraisal, the residual funds shall be distributed to the Town and City in proportion to each Municipality's percentage of parcels if lawful.
7. The residual funds shall be disbursed with a detailed accounting of the disbursement within thirty (30) days of the final payment for the upcoming reappraisal.
8. The City Board of Authority shall hear and address any tax appeals that arise from the reappraisal for properties that are located within the City.
9. In exchange for Assessor services, ~~The~~ City will continue to contribute towards the cost of the Office of the Assessor based upon its percentage of parcels until such time the upcoming reappraisal is completed. Should there be an appeal process with respect to any parcel located within the City, the City shall compensate the Town for time expended by Town employees in supporting the City's position in the appeal on a reasonable hourly basis. The City may establish its own office of assessor or continue to share assessor services with the Town pursuant to a mutually acceptable agreement.
10. The Town and City hereby agree to take or cause to be taken such further actions, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.
11. This Agreement may be amended or modified by mutual written agreement of the Parties.
12. Any notice required under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party.
To Town of Essex: Town of Essex
 Town Manager
 81 Main Street

Commented [WE1]: Is the Selectboard agreeable to the City only paying for assessor services on an hourly basis after the reappraisal is completed?

Essex Junction, VT 05452

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

13. This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
14. Neither party shall assign this Agreement or any interest hereunder without the written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
15. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 202__.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Delinquent Tax Agreement

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the Town of Essex, a Vermont municipality located in Chittenden County, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

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

WHEREAS, any tax payments due or delinquencies incurred prior to the effective date of the City Charter will be collected by and payable to the Town of Essex; and

WHEREAS, beginning on the effective date of the City’s Charter, any taxes due and delinquencies incurred for properties located in the City shall be payable to the City;

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. Prior to the effective date of the City Charter, all taxes for the Village of Essex Junction and the Town of Essex Junction will be collected by and payable to the Town of Essex. The Town of Essex may continue collection efforts, including tax sales, on delinquencies beyond the effective date of the City Charter.
2. On and after the effective date of the City Charter, all taxes due and delinquencies incurred for properties within the City shall be payable to and collected by the City.
3. The Municipalities may choose to work cooperatively on collection efforts for properties with delinquencies owed to both the Town and the City.
4. Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

To the Town of Essex:	Town of Essex
	Town Manager
	81 Main Street
	Essex Junction, VT 05452-3209

To City of Essex Junction:

City of Essex Junction
City Manager
2 Lincoln Street
Essex Junction, VT 05452

5. This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
6. In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.
7. This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.
8. Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
9. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Shared Financial Services Agreement

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the Town of Essex, a Vermont municipality located in Chittenden County, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the duly elected Town Selectboard and City Council have general supervisory authority over affairs of their respective Municipalities;

WHEREAS, the Municipalities desire to share certain financial services (“Financial Services”);

WHEREAS, the Town and City desire that the Town employ shared finance leadership which includes the Finance Director and Assistant Finance Director who shall serve both Municipalities (“Shared Finance Leadership”);

WHEREAS, the Shared Finance Leadership titles and number of positions may change as agreed by the Municipalities;

WHEREAS, the Municipalities shall share the actual salary and benefit costs of the Shared Finance Leadership (“Shared Finance Leadership Costs”) on a p;

WHEREAS, all other finance positions will be employed by, serve, and be paid by either the City or the Town;

WHEREAS, the Municipalities shall share any direct actual costs of shared software, equipment or other expenses that are not clearly delineated for use by only one of the Municipalities (“Direct Shared Costs”);

WHEREAS, the Shared Finance Leadership Costs and the Direct Shared Costs shall be prepared and shared by the Town during the budget process; and

WHEREAS, the City Manager and the Town Manager shall jointly hire, supervise, and evaluate the Shared Finance Leadership;

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. Term.

The Initial Term of this Agreement shall be four (4) years from the time the City is established, expiring on June 30 of the fourth year unless earlier terminated by

either Municipality. This Agreement shall automatically renew for additional one (1) year terms ("Extended Terms") at the conclusion of the Initial Term if the Parties do not either terminate the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 6 herein) or enter into a new or revised agreement. This Agreement may continue to renew for an unlimited number of Extended Terms.

2. Shared Finance Leadership

Initially, the Shared Finance Leadership will include the Finance Director and the Assistance Finance Director. The Shared Finance Leadership will serve both Municipalities. The exact number and title of Shared Finance Leadership positions may change during the term of this Agreement only by written agreement of the Town and City.

All positions not included in the Shared Finance Leadership will be employed by, paid by and shall serve their respective municipalities.

3. Cost and Payment.

The City agrees to pay the Town for the City's portion of the Shared Finance Leadership Costs and the Direct Shared Costs described herein on a quarterly basis. The City shall be assessed the actual cost of these services by calculating, on a percentage of the grand list basis, its share of the Shared Finance Leadership Costs and the Direct Shared Costs. The Shared Finance Leadership Costs shall include the salary and benefits of all Shared Finance Leadership. The Direct Shared Costs shall include direct actual costs of shared software, equipment or other expenses that are not clearly delineated for use by only one of the Municipalities.

In year two and every year thereafter, at the time of the Town's billing for the first quarter of the fiscal year, the Town will reconcile the actual costs billed and a true up will be included in the bill for under or over payments from the previous fiscal year.

If an audit reveals a discrepancy is found in what was paid by the City and what should have been paid on a per capita basis, then the City shall be either credited any amount overpaid during the ensuing fiscal year, or the City shall make payment on any underpayment in the next fiscal year as part of its quarterly installments.

The Shared Finance Leadership Costs and the Direct Shared Costs shall be prepared and shared by the Town to the City in advance of any budget meeting such that the City may include the costs of these services in its budget.

4. Personnel Management

The City Manager and the Town Manager shall jointly hire, supervise, and evaluate the Shared Finance Leadership.

5. Necessary Actions.

The Town and the City hereby agree to take or cause to be taken such further actions, if any, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.

6. Termination.

A Notice of Intent to Terminate this Agreement must be delivered to the other Party by September 1 of a given year and shall be effective June 30 of the following calendar year.

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

- a. The dissolution or insolvency of either of the Municipalities;
- b. The Parties enter into a new written agreement which expressly supersedes this Agreement.

7. Amendment.

This Agreement may be amended or modified by mutual written agreement of the Parties.

8. Notice.

Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

To the Town of Essex: Town of Essex
 Town Manager
 81 Main Street
 Essex Junction, VT 05452-3209

To City of Essex Junction:

City of Essex Junction
City Manager
2 Lincoln Street
Essex Junction, VT 05452

9. Governing Law; Severability

This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

10. Disputes.

In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.

11. Entire Agreement.

This Agreement represents the entire agreement between the Parties. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

12. Assignment; Binding Agreement.

Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

13. No Waiver.

No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

14. Captions.

The captions or marginal words are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provisions hereof.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Information Technology Agreement

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the Town of Essex, a Vermont municipality located in Chittenden County, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the Municipalities desire to facilitate the migration of the former Village information technology (IT) infrastructure, data, and resources to the City;

WHEREAS, the Town agrees to provide the City’s IT consultants access to the Town IT staff and equipment to plan and facilitate this migration;

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

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. The City shall provide the Town with a list of IT consultants and staff (“IT Consultants”) the City has authorized to access the former Village’s IT infrastructure, data, and resources. The City shall keep this list current and provide updates to the Town of any changes to this list.
2. The Town shall provide the IT Consultants access to its staff and equipment to plan and facilitate the migration of the former Village IT infrastructure, data, and resources to the City.
3. The Town staff shall work cooperatively with the IT Consultants to facilitate the migration of the former Village IT infrastructure, data, and resources to the City.
3. Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

To the Town of Essex:	Town of Essex Town Manager 81 Main Street Essex Junction, VT 05452-3209
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To City of Essex Junction:

City of Essex Junction
City Manager
2 Lincoln Street
Essex Junction, VT 05452

4. This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
5. In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.
6. This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.
7. Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
8. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Memorandum

To: Selectboard; Evan Teich, Unified Manager
Cc: Kendall Chamberlin, Susan Cook, Tim LaBombard, Kenneth Willetts
From: Greg Duggan, Deputy Manager
Re: Interviews for Selectboard opening
Date: September 30, 2021

Issue

The issue is for the Selectboard to interview candidates and consider appointing one for an opening on the Selectboard until the vacancy is filled at the next annual meeting.

Discussion

Four candidate stepped forward by the September 20 deadline to interview for the opening on the Selectboard:

Kenneth Willetts
Tim LaBombard
Susan Cook
Kendall Chamberlin

The candidates are all available to interview publicly with the Selectboard the evening of Tuesday, October 5. The Selectboard may wish to discuss the interview process at the October 4 board meeting.

Candidates have already responded to two questions in writing. The written responses are included in the October 5 Selectboard packet, along with the candidates' letters of interest in the position.

Written questions

1. What do you see as the most pressing issues facing Essex right now and for the next few years?
2. The Selectboard meets a minimum of 3-4 nights a month, for several hours at a time. There is a lot of information to read and understand for each meeting, especially during budget time in November, December and January. Are you prepared for that time commitment?

For the in-person interviews, the candidates can give opening and closing statements. The questions included below are a combination of ones suggested by the Selectboard and staff, and from Essex BEST (formerly the Essex Safety, Policing and Racial Justice Task Force). With four candidates, and the interviews being the only item of business on the agenda, staff recommends giving each candidate up to 20 minutes to interview.

Interview questions

1. Opening statement from candidate (1 minute or less)
2. What is your understanding of what it means to be a public servant?
3. Please describe what diversity, equity and inclusion mean to you as it relates to representation in local government?

4. Please name three suggestions of things we can do in Essex to welcome people of various backgrounds or nationalities?

5. How do you feel the Selectboard should proceed when discussing separation of the Village of Essex Junction from the Town of Essex?

6. Please talk about a time when you changed your mind on an issue. What was the issue and how did the change come about?

7. Closing statement from candidate and/or opportunity for candidate to ask question(s)

Following the interviews, the Selectboard may choose to enter executive session to discuss the appointment of public officials. The appointment of public officials can be a protected discussion, provided that the Selectboard and Trustees make a final decision to appoint a public official in an open meeting and shall explain the reasons for its final decision during the open meeting.

The chosen candidate will be appointed to fill the seat through March 2022. At Town Meeting in March 2022, voters will elect a candidate to fill the remaining year of the term.

Per Section § 117-203(c) of the Town Charter, "In the event the Board is unable to agree upon an interim replacement until the next annual Town meeting, a special election shall be held forthwith to fill the position."

Cost

n/a

Recommendation

The Selectboard may wish to appoint one of the candidates to fill the Selectboard opening until the vacancy is filled at the next annual meeting.

If the board members wish to enter executive session, the following motion is recommended:

"I move that the Selectboard enter into executive session to discuss the proposed public official appointment in accordance with 1 V.S.A. Section 313(a)(3) and to include the Unified Manager and Deputy Manager."

Memorandum

To: Selectboard; Evan Teich, Unified Manager
From: Greg Duggan, Deputy Manager
Re: Executive session discussion about personnel
Date: September 30, 2021

Issue

The issue is whether the Selectboard will enter into executive session to discuss the employment of public employees.

Discussion

In order to have a complete and thorough discussion, it would appear that an executive session may be necessary. The employment of a public employee can be a protected discussion, provided that the public body make a decision to hire a public employee in an open meeting.

Cost

N/A

Recommendation

If the Selectboard wishes to enter executive session, the following motion is recommended:

“I move that the Selectboard enter into executive session to discuss the employment of a public employee in accordance with 1 V.S.A. Section 313(a)(3), to include the Town Attorney, Unified Manager, and Deputy Manager.”

**SELECTBOARD & TRUSTEES
(DRAFT)**

**TOWN OF ESSEX SELECTBOARD
VILLAGE OF ESSEX JUNCTION TRUSTEES
DRAFT JOINT MEETING MINUTES
MONDAY, SEPTEMBER 27, 2021**

SELECTBOARD: Andy Watts, Chair; Patrick Murray, Vice Chair; Tracey Delphia; Dawn Hill-Fleury;

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Bill Ellis, Town Attorney; Brad Luck, Village Parks & Recreation Director; Claudine Safar, Village Attorney, Kristen Shamis, Village Attorney

OTHERS PRESENT: John Alden, Danielle Brown, Bob Burrows, Annie Cooper, Patty Davis, Erin Dickinson, Betsy Dunn, Essex ReTorter, Maureen Gillard, Gina Halpin Barrett, Angel Segarra, Margaret Smith, Emily Taylor, Mike Thorne, Irene Wrenner, Lorraine Zaloom, Jackie _____, pumby 99

1. CALL TO ORDER

Mr. Watts called the Town of Essex Selectboard to order for the Joint meeting with the Village of Essex Junction Board of Trustees at 6:30 PM.

Mr. Brown called the Village of Essex Junction Board of Trustees to order for the Joint meeting with the Essex Selectboard at 6:30 PM.

2. AGENDA ADDITIONS/CHANGES

Mr. Duggan said that additional materials were added to item 6A, "Consider approval of Resolution for Vermont Community Development Program Recovery Housing Grant." He said that proposed edits from the Village Attorney regarding the Police and Reappraisal agreements had come in this afternoon for item 5B, "Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction." Mr. Duggan said the Village Attorney also submitted new documents that afternoon for proposed IT, finance, and stormwater shared service agreements. Mr. Watts said that the Selectboard had not had a chance to look at these materials prior to the meeting. After some discussion, the Selectboard decided that they needed additional time to review the IT, Finance, and Stormwater agreements, and would discuss them at a future meeting. The Selectboard agreed to review the edits to the Police and Reappraisal agreements, as these were warned topics in the meeting agenda.

3. APPROVE AGENDA

TRACEY DELPHIA made a motion, seconded by **DAWN HILL-FLEURY**, for the Selectboard to amend the agenda to include additional materials for item 6A, "Consider approval of Resolution for Vermont Community Development Program Recovery Housing Grant," as well as to move part of item 6B, "Approve minutes: September 13, 2021" from the Consent Agenda to Business. Ms. Delphia amended her motion to add the updated Memorandum of Understanding, the updated Police Services Agreement, and the updated Reappraisal Agreement to item 5B, "Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction." The motion passed 4-0.

RAJ CHAWLA made a motion, seconded by **GEORGE TYLER**, to add the updated Memorandum of Understanding, the updated Police Services Agreement, and the updated Reappraisal Agreement

to item 5B, “Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction.” The motion passed 4-0.

4. PUBLIC TO BE HEARD

Mr. Watts explained that this is the time during the meeting for members of the public to speak on items not included in tonight’s agenda. He encouraged the public to be civil, brief, use appropriate language, refrain from personal attacks, and address comments to either the Selectboard Chair or Village President. He said that comments should relate to both Boards.

- Ms. Zaloom said a recent development resulted in cutting down several trees. She asked if the Town or Village requires developers to replant. Mr. Watts said that the Boards would investigate.
- Ms. Davis read from a prepared statement regarding the Village Capital Program Review Committee. She also submitted documentation on residents recently relocating from the Deer Crossing area and said she is worried that someone will be shot if no new ordinances are passed to limit firearms discharge.
- Ms. Wrenner said that the Essex Community Historical Society had published a new calendar and encouraged everyone to purchase one for \$15.

5. BUSINESS ITEMS

a. Interview and potential appointment: Emily Taylor for Housing Commission

Ms. Taylor said that she is a Winooski resident who works full-time in Essex for Champlain Housing Trust (CHT) at Susan’s Place. She believes that joining the Housing Commission would help to engage residents at Susan’s Place, as well as other residents experiencing homelessness, and integrate those residents in the community. Mr. Murray asked Ms. Taylor how her experience working at Susan’s Place has gone so far. Ms. Taylor said it is wonderful that Essex Community Development staff have reached out to offer assistance to residents. She believes that this has helped to make residents feel more welcome and eager to volunteer in the community. The Essex Police Department has been a great partner as well. She said transportation access in the Susie Wilson corridor is something that she would like to see expanded. Mr. Duggan confirmed that residency is not a requirement for membership on this Commission. Mr. Brown asked Ms. Taylor, should she be appointed, what she would like to accomplish in the next few years. She said she would like to open the community up to a more diverse population, including those who would like to experience being an Essex resident without owning a home. Mr. Watts asked Ms. Taylor if there is anything else that she would like to add. Ms. Taylor said she has a never-ending curiosity and loves Vermont. Mr. Murray asked if there were other applicants for the two vacant seats, Mr. Duggan said that there were not. Mr. Watts asked if the Selectboard or Trustees wanted to enter in Executive Session to discuss this item, all agreed that this was not necessary

DAWN HILL-FLEURY made a motion, seconded by, TRACEY DELPHIA, that the Selectboard appoint Emily Taylor to the Housing Commission. The motion passed 4-0.

RAJ CHAWLA made a motion, seconded AMBER THIBEAULT, that Trustees appoint Emily Taylor to the Housing Commission for a term ending June 30, 2024. The motion passed 4-0.

b. Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction

The Boards decided to review changes made to the Memorandum of Understanding (MOU), Police Services Agreement, and Reappraisal Agreement. Changes included in the packet include those that were made by both the Selectboard and Trustees, as well as their legal counsels.

Memorandum of Understanding (MOU)

Ms. Hill-Fleury asked why the phrase, “with the understanding that neither Board has the authority to bind future Boards,” was stricken from the document in the version provided by the Village Attorney. Mr. Brown said this was a suggestion from the Village’s legal counsel. Village Attorney Ms. Safar said that future Boards cannot be bound by governmental functions, only proprietary functions and therefore found the line unnecessary. Ms. Hill-Fleury expressed concern with this interpretation. Ms. Safar recommended reflection of why the boards feel the need to add the language to the contract. She feels it does not accomplish anything by its inclusion. Ms. Hill-Fleury asked how taking this language out could impact future contracts for shared services. Mr. Teich said some of the agreements have a clause stating that they can be ended with proper notice. He said there has been a mutual agreement with the Village and Town for Stormwater services for many years. He feels the Boards need to focus on why it is beneficial for the Town to share the service and why it is beneficial for the Village to want the service. The Selectboard chose to accept the change, and strike “with the understanding that neither Board has the authority to bind future Boards” from the document.

Regarding the Police Contract, Mr. Ellis asked if the Board of Trustees plan to get voter approval for this ten-year contract. He said this would allow voters to decide that this is something that they want or not. Mr. Tyler said that the Village has been doing so in their role as Town citizens and believes that not having such an agreement would make residents uncomfortable. Mr. Watts said that the difference is that Village voters will no longer be able to vote on the budget yearly. Should the City budget fail, they could not change the amount paid for police services. Mr. Tyler said that this will be one of the agreements being submitted with the charter and that voters would be able to express concern on any of these through the public hearings.

Ms. Delphia said that there should be a review date on the MOU. She asked when the MOU would expire, should the Vermont legislature not approve the City charter, and asked that it be spelled out in the document. Mr. Ellis agreed that it should be specified if the MOU will expire at the end of the current legislative session (2022), or the next biennium (2024). Mr. Murray said he would like to have it end at the current session, with the option to renew. Mr. Brown said the Boards should decide what they want and the attorneys could make sure that this is reflected in the document. He indicated a desire to have this completed by the end of 2022. All agreed to list the review date as the 2021-2022 legislative session in the document. Should the Village become a City, Mr. Watts said the MOU may have no value as the agreeing entity (the Village) no longer exists. Ms. Safar said that the City will take over all agreements for the Village. Mr. Watts said there has been significant interest in retaining Town access to Essex Junction Recreation & Parks programs, as well as Village Access to Indian Brook. He believes this will need to be discussed further in executive session. Mr. Watts said that, should separation occur, the City and Town will need to determine how to allocate Justices of the Peace. The Justices of the Peace also handle delinquent tax requests as the Board of Abatement. Mr. Watts said that the Selectboard would like additional information regarding the administration transition plan.

Ms. Delphia asked if all agreements need to be completed prior to the submission of the MOU. Mr. Ellis affirmed. Mr. Chawla said most of these should be completed easily but suggested that the Tree Farm agreement be removed from the list of agreements included in the MOU document, as this is an undecided issue. Both boards want to ensure that there is no interruption in service at the Tree Farm. Mr. Tyler agreed and said that he believes the communities are currently sharing the cost of the Tree Farm equally. Mr. Watts said that, should the Village separate, they would no longer be contributing to the cost of the buildings on the Tree Farm. Mr. Chawla asked for clarification regarding the Village’s ability to

determine what happens to the buildings at the Tree Farm. Mr. Teich said the Town and Village are joint owners of the entire property. There is a provision in the agreement that the Town maintain the buildings. Mr. Tyler asked which municipality would be responsible for planning decisions on the property. Mr. Teich asked if the Town and Village Planning Commissions have jointly met, and if so, this may be a good topic for the meetings. Mr. Tyler said this has happened a few times, but this is not a regular occurrence. Mr. Brown addressed Ms. Delphia's earlier question, saying all agreements are intended to be included in the MOU. Mr. Watts said the Selectboard needs to continue to have a discussion on whether to include information on the Tree Farm in this document.

Ms. Delphia suggested requesting public comment after each document was discussed. Mr. Brown and Mr. Murray indicated their approval, so long as the comments were relevant to what was just discussed. In public comment, Ms. Dunn asked if the boards would need to go to arbitration or mediation if one community wanted to amend the agreement, but the other did not. Mr. Watts said these statements are missing from the updated document given to the Boards, however, he also questioned that statement when it was in the original packet. He requested that this be further reviewed. Mr. Watts said there is no way for either party to terminate the agreement. Upon Mr. Teich's suggestion, this issue will be resolved by attorneys.

Ms. Davis said there are pipes that are under the Tree Farm that are for the Village's use and suggested speaking to zoning about these.

Police Agreement

Mr. Watts suggested that the Police Department "true-up" not occur during the first quarter of the year. Mr. Luck said that date was determined after conversations with Sarah Macy, Finance Director. An additional "true-up" would occur after an audit, if needed. The Selectboard asked for additional time to consider this, as this was a new change. Mr. Chawla encouraged the Selectboard to trust the Finance Department's opinion on this issue. Mr. Brown asked for clarification on what type of audit would be used. Mr. Duggan said it could refer to any type of audit and was intentionally not specified. In response to the section on Equity and Inclusion, Mr. Chawla said he is uncomfortable with having a police force where residents of the City do not have any oversight. He said that he will trust that this will happen in the long-term. Mr. Murray said he is more comfortable with verbiage that allows City residents oversight without specifying a certain number of residents that would be on the committee. With regards to the termination of the agreement, Mr. Luck encouraged the boards to be more specific regarding the amount of time required for the notice of intent to terminate. Mr. Watts said the Selectboard would not make any decisions on any of the new information presented at this meeting regarding the agreements.

During public comment, Ms. Dunn asked if the City will be able to increase the level of service expected of the Police Department. She said that this may place an undue burden on the Town. Mr. Murray pointed out a different section of the newly suggested changes to the contract that may be able to prevent this from happening.

Ms. Cooper thanked the boards for their hard work during this process.

Reappraisal & Assessor Services

Mr. Watts said the Selectboard has agreed that the cost of the Assessor's Office will be based on the number of parcels in each municipality. Ms. Safar and Ms. Shamis said language was added to state, "the City shall compensate the Town for time expended by Town employees in supporting the City's position in the appeal on a reasonable hourly basis." This was added in the case of extended appeals, and to allow

the offices to disentangle outside of an appeal, should this be required. Mr. Teich asked if this would be applicable to any legal fees that may be required in the case of an appeal. Ms. Safar said this would not be the case. She said each municipality would use their own attorney for an appeal in their respective community. Mr. Ellis said he wanted to review this documentation further. Mr. Watts said the Selectboard would not make any decisions on any of the new information presented at this meeting regarding the agreements. In public comment, Ms. Dunn asked to consider overtime costs when calculating hourly work on appeal projects.

Police

Mr. Duggan drew the boards' attention to memos from staff regarding police costs. The memos reviewed indirect costs of the Police Department, which would be approximately 2%-5% of the departmental cost. Mr. Watts said the Selectboard will discuss this further in executive session. Mr. Brown said he feels that using a flat percent is the easiest way of determining this cost, and suggested 3.5%, as it is right in the middle of the range estimated by staff. Mr. Teich indicated his support for the 3.5% figure, as he feels it is easy and fair. Mr. Duggan and Mr. Teich thanked staff for their hard work on preparing these documents.

c. Approve minutes: September 13, 2021 – (Selectboard only)

Ms. Delphia requested that the following statement be changed: "~~Ms. Delphia~~ **Mr. Murray** wondered how often the retainer contracts would be reviewed. Mr. Martin said they would be reviewed every two years. ~~She~~ **He** also asked Mr. Martin whether this method would be used for all contracting or just for emergencies."

TRACEY DELPHIA made a motion, seconded by PATRICK MURRAY, to approve the minutes as amended. The motion passed 4-0.

6. CONSENT AGENDA

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, to approve the Consent Agenda, excluding the minutes from September 13, 2021. The motion passed 4-0.

RAJ CHAWLA made a motion, seconded by AMBER THIBEAULT, to approve the Consent Agenda. The motion passed 4-0.

a. Consider approval of Resolution for Vermont Community Development Program Recovery Housing Grant (Selectboard only)

b. ~~Approve minutes: September 13, 2021 – (Selectboard only);~~ September 20, 2021 - Joint

7. READING FILE

a. Board member comments: Ms. Delphia drew the Board's attention to the Out and About in Essex event happening throughout the community on Oct. 2 and 3. Ms. Hill-Fleury and Mr. Chawla thanked Deb McAdoo for her service on the Housing Commission.

b. List of Boards/Committees/Commission openings

c. Email from Deb McAdoo re: Resignation from Housing Commission

d. Out and About flyer October 2-3, 2021

e. Upcoming meeting schedule

8. EXECUTIVE SESSION

~~a. An executive session may be requested to discuss the appointments of public officials~~

c. An executive session may be requested to discuss the employment of public employees

PATRICK MURRAY made a motion, seconded by DAWN HILL-FLEURY that the Selectboard enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Trustees, Village Attorney, Town Attorney, Unified Manager, Deputy Manager, and Assistant Manager. Motion passed 4-0.

GEORGE TYLER made a motion, seconded by RAJ CHAWLA that the Selectboard enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Selectboard, Village Attorney, Town Attorney, Unified Manager, Deputy Manager, and Assistant Manager. Motion passed 4-0.

b. An executive session may be needed to discuss negotiation of contracts and agreements between the Town of Essex and Village/City of Essex Junction

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard make the specific finding that general public knowledge of contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body would place the Town at a substantial disadvantage. The motion passed 4-0.

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that that the Selectboard enter into executive session to discuss contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body, pursuant to 1 V.S.A. § 313(a)(1)(A) and (F) to include the Town Attorney, Unified Manager, and Deputy Manager. The motion passed 4-0.

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard to continue to 11:15 p.m. Motion passed 4-0 at 11 PM.

DAWN HILL_FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard to exit executive session. Motion passed 4-0 at 11:14 PM.

9. ADJOURN

RAJ CHAWLA made a motion, seconded by AMBER THIBEAULT, for the Trustees to adjourn. Motion passed 4-0 at 9:58 PM.

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard to adjourn. Motion passed 4-0 at 11:14 PM.

Respectfully Submitted,
Darby Mayville
Recording Secretary

09/17/21

Town of Essex / Village of EJ Accounts Payable

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01:22 pm

Check Warrant Report # 17908 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 09/17/21 To 09/17/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
14400	ABOVE AND BEYOND	09/15/21	September cleaning 81 Mai 297	110-5-41-10-400.000 Contracted Services	830.00	35993	09/17/21
19815	AMAZON CAPITAL SERVICES	09/05/21	BATTERIES 177R7Y39P4T4	110-5-20-10-610.000 General Supplies	21.50	35997	09/17/21
19815	AMAZON CAPITAL SERVICES	09/08/21	HARD DRIVES 1JVKDDMC4V4	110-5-20-10-735.000 Tech: Equip/Hardware	579.98	35997	09/17/21
19815	AMAZON CAPITAL SERVICES	09/11/21	VACUUM/BATTERIES 1MHQJM6QXTPG	110-5-20-10-610.000 General Supplies	96.23	35997	09/17/21
23875	AMERICAN PUBLIC WORKS ASS	09/15/21	Conf.Reg-772703 Annie Cos 091521D	110-5-40-13-510.000 Permits, Licenses, Reg	399.00	35998	09/17/21
23875	AMERICAN PUBLIC WORKS ASS	09/15/21	Conf. reg - 654413 - Aaro 091521DA	110-5-40-12-500.000 Training, Conf, Dues	399.00	35998	09/17/21
02000	BAKER & TAYLOR, INC	08/24/21	Adult Books 5017109182	110-5-35-10-640.201 Adult Collection	46.02	36001	09/17/21
02000	BAKER & TAYLOR, INC	08/24/21	Adult Books 5017109182	110-5-35-10-610.000 General Supplies	2.10	36001	09/17/21
02000	BAKER & TAYLOR, INC	08/30/21	Adult Books 5017123537	110-5-35-10-640.201 Adult Collection	44.96	36001	09/17/21
02000	BAKER & TAYLOR, INC	08/30/21	Adult Books 5017123537	110-5-35-10-610.000 General Supplies	2.10	36001	09/17/21
02000	BAKER & TAYLOR, INC	09/01/21	Adult Books 5017137773	110-5-35-10-640.201 Adult Collection	45.49	36001	09/17/21
02000	BAKER & TAYLOR, INC	09/01/21	Adult Books 5017137773	110-5-35-10-610.000 General Supplies	2.10	36001	09/17/21
02000	BAKER & TAYLOR, INC	09/02/21	Adult Books 5017151332	110-5-35-10-640.201 Adult Collection	75.64	36001	09/17/21
02000	BAKER & TAYLOR, INC	09/02/21	Adult Books 5017151332	110-5-35-10-610.000 General Supplies	3.50	36001	09/17/21
07465	BIBENS ACE HARDWARE INC	08/05/21	Shop vac replacement filt 42087	110-5-41-14-431.000 R&M Buildings & Grounds	15.99	36002	09/17/21
07465	BIBENS ACE HARDWARE INC	08/10/21	taping knife for Clerks R 42125	110-5-41-10-431.000 R&M Buildings & Grounds	12.99	36002	09/17/21
07465	BIBENS ACE HARDWARE INC	09/13/21	paving tools 42441	110-5-40-12-611.000 Small Tools and Equipment	17.98	36002	09/17/21
26740	BLACK FLANNEL BREWING CO	07/20/22	Event deposit 10071421D	110-5-10-10-500.000 Training, Conf, Dues	250.00	36003	09/17/21
11375	CASELLA WASTE MANAGEMENT	09/01/21	Trash pick up - Highway g 3208000	110-5-41-15-400.000 Contracted Services	257.03	36008	09/17/21
11375	CASELLA WASTE MANAGEMENT	09/01/21	Trash pick up 81 Main St 3208001	110-5-41-10-400.000 Contracted Services	141.52	36008	09/17/21
11375	CASELLA WASTE MANAGEMENT	09/01/21	SEP TRASH/RECYCLE 3209343	110-5-41-13-400.000 Contracted Services	145.91	36008	09/17/21
11375	CASELLA WASTE MANAGEMENT	09/01/21	PR Fridge Disposal 707146	110-5-30-11-570.000 Other Purchased Services	30.59	36008	09/17/21
07710	CCR SALES AND SERVICE LLC	09/10/21	Machine Parts 55877	110-5-30-12-430.000 R&M Vehicles & Equipment	304.71	36009	09/17/21
21210	CINTAS LOC # 68M 71 M	09/13/21	FIRST AID KIT REPLENISH 5076022731	110-5-20-10-611.000 Small Tools and Equipment	145.93	36012	09/17/21
23525	CLARK'S TRUCK CENTER INC	09/10/21	floor mats for trucks 451770	110-5-40-12-430.001 R&M Vehicles - Supplies	358.00	36013	09/17/21

09/17/21

Town of Essex / Village of EJ Accounts Payable

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01:22 pm

Check Warrant Report # 17908 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 09/17/21 To 09/17/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
04940	COMCAST	08/28/21	Internet EFL 9/8-10/7/21 0050825 0821	110-5-41-14-400.000 Contracted Services	5.00	36015	09/17/21
04940	COMCAST	09/01/21	Internet hgwty complex 9/8 0167074 0921	110-5-40-12-530.000 Communications	81.70	36016	09/17/21
V9941	COMMERCIAL CARD SVCS	08/12/21	office supplies for 2 Lin Amaz DK	110-5-10-10-610.000 General Supplies	191.48	36018	09/17/21
08565	CREATIVE DISCOURSE GROUP	08/26/21	Task Force LOA 1 of 3 1001	110-5-10-10-330.000 Professional Services	2613.60	36021	09/17/21
08565	CREATIVE DISCOURSE GROUP	08/26/21	Task Force LOA 1 of 3 1001	110-5-11-10-330.000 Professional Services	3920.40	36021	09/17/21
07530	CURTIS LUMBER INC	09/02/21	wood supplies for Clerks 2109196323	110-5-41-10-431.000 R&M Buildings & Grounds	17.60	36023	09/17/21
23215	ESSEX EQUIPMENT INC	09/10/21	paving tools 108008380001	110-5-30-12-611.000 Small Tools and Equipment	68.00	36031	09/17/21
05775	FBI-LEEDA	08/24/21	ELI COURSE 200058841	110-5-20-10-500.000 Training, Conf, Dues	695.00	36034	09/17/21
05775	FBI-LEEDA	08/24/21	ELI COURSE 200058842	110-5-20-10-500.000 Training, Conf, Dues	695.00	36034	09/17/21
19160	FIRST NATIONAL BANK OMAHA	08/24/21	Amazon, web hosting 5442 8/21	110-5-25-10-500.000 Training, Conf, Dues	280.58	36035	09/17/21
24825	FIRST NATIONAL BANK OMAHA	08/24/21	AUG CREDIT CARD 8151 821	110-5-20-10-500.000 Training, Conf, Dues	101.94	36036	09/17/21
24825	FIRST NATIONAL BANK OMAHA	08/24/21	AUG CREDIT CARD 8151 821	110-5-20-10-540.000 Advertising	50.00	36036	09/17/21
24825	FIRST NATIONAL BANK OMAHA	08/24/21	AUG CREDIT CARD 8151 821	110-5-20-10-610.000 General Supplies	131.94	36036	09/17/21
24825	FIRST NATIONAL BANK OMAHA	08/24/21	AUG CREDIT CARD 8151 821	110-5-20-10-612.000 Uniforms	214.17	36036	09/17/21
24825	FIRST NATIONAL BANK OMAHA	08/24/21	AUG CREDIT CARD 8151 821	110-5-20-10-830.000 Regular Programs	497.67	36036	09/17/21
24825	FIRST NATIONAL BANK OMAHA	08/24/21	AUG CREDIT CARD 8151 821	110-5-41-13-431.000 R&M Buildings & Grounds	52.00	36036	09/17/21
19805	FIRST NATIONAL BANK OMAHA	08/24/21	FNBO Evans CC statement 082421D	110-5-11-10-500.000 Training, Conf, Dues	57.80	36037	09/17/21
19805	FIRST NATIONAL BANK OMAHA	08/24/21	FNBO Evans CC statement 082421D	110-5-10-10-570.000 Other Purchased Services	533.50	36037	09/17/21
19805	FIRST NATIONAL BANK OMAHA	08/24/21	FNBO Evans CC statement 082421D	110-5-11-10-500.000 Training, Conf, Dues	37.15	36037	09/17/21
14595	FOLEY SERVICES INC	09/07/21	CARPET RUNNERS 1388162	110-5-41-13-400.000 Contracted Services	48.40	36039	09/17/21
07000	GALLS INC	09/07/21	HALL ALLOWANCE 19227666	110-5-20-10-612.000 Uniforms	29.19	36041	09/17/21
26375	GBIC	08/23/21	GBIC dues 835	110-5-17-10-800.105 GBIC	7500.00	36043	09/17/21
23595	HAMMOND ELECTRIC INC	05/21/21	Foster Road Field Work FY 9763JH	110-5-30-12-430.000 R&M Vehicles & Equipment	491.80	36044	09/17/21
23595	HAMMOND ELECTRIC INC	07/02/21	GFCI receptacle box - PW 9766JH	110-5-41-15-431.000 R&M Buildings & Grounds	234.90	36044	09/17/21
2955	HEART WILDLIFE REMOFAL	09/12/21	AUG ANIMAL CONTROL 091221D	110-5-20-15-330.000 Professional Services	2936.66	36045	09/17/21

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Check Warrant Report # 17908 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 09/17/21 To 09/17/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
33495	INGRAM LIBRARY SERVICES I	09/01/21	Adult Book 54606129	110-5-35-10-640.201 Adult Collection	15.34	36047	09/17/21
33495	INGRAM LIBRARY SERVICES I	09/01/21	Adult Book 54606129	110-5-35-10-610.000 General Supplies	0.69	36047	09/17/21
33495	INGRAM LIBRARY SERVICES I	09/01/21	Adult Books 54606130	110-5-35-10-640.201 Adult Collection	117.29	36047	09/17/21
33495	INGRAM LIBRARY SERVICES I	09/01/21	Adult Books 54606130	110-5-35-10-610.000 General Supplies	10.11	36047	09/17/21
33495	INGRAM LIBRARY SERVICES I	09/01/21	Adult Books 54606131	110-5-35-10-640.201 Adult Collection	200.08	36047	09/17/21
33495	INGRAM LIBRARY SERVICES I	09/01/21	Adult Books 54606131	110-5-35-10-610.000 General Supplies	10.96	36047	09/17/21
33495	INGRAM LIBRARY SERVICES I	09/01/21	Juvenile Books 54606132	110-5-35-10-640.201 Adult Collection	109.32	36047	09/17/21
33495	INGRAM LIBRARY SERVICES I	09/01/21	Juvenile Books 54606132	110-5-35-10-610.000 General Supplies	9.58	36047	09/17/21
33495	INGRAM LIBRARY SERVICES I	09/01/21	Adult Books 54606133	110-5-35-10-640.201 Adult Collection	334.37	36047	09/17/21
33495	INGRAM LIBRARY SERVICES I	09/01/21	Adult Books 54606133	110-5-35-10-610.000 General Supplies	16.40	36047	09/17/21
20005	INTEX PROPERTY MAINTENANC	09/15/21	September cleaning Memori 2376	110-5-41-11-400.000 Contracted Services	715.00	36050	09/17/21
20005	INTEX PROPERTY MAINTENANC	09/15/21	September cleaning Memori 2376	110-5-41-17-400.000 Contracted Services	220.00	36050	09/17/21
20365	KEY CHEVROLET BUICK GMC C	09/09/21	Keys - Truck 25 15898P	110-5-40-12-430.001 R&M Vehicles - Supplies	78.14	36052	09/17/21
07890	KNAUER JENNIFER OTIS	08/31/21	Facilitation for August p 102	110-5-11-10-330.000 Professional Services	1781.25	36053	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-10-10-210.000 Group Insurance	241.96	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-13-10-210.000 Group Insurance	179.19	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-12-10-210.000 Group Insurance	88.90	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-14-10-210.000 Group Insurance	167.10	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-40-10-210.000 Group Insurance	57.47	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-15-10-210.000 Group Insurance	61.08	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-16-10-210.000 Group Insurance	177.95	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-30-10-210.000 Group Insurance	204.81	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-30-12-210.000 Group Insurance	92.09	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-40-10-210.000 Group Insurance	61.78	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-40-12-210.000 Group Insurance	489.01	36059	09/17/21

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Town of Essex / Village of EJ Accounts Payable

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Check Warrant Report # 17908 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 09/17/21 To 09/17/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-35-10-210.000 Group Insurance	174.72	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-20-11-210.000 Group Insurance	120.05	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-20-13-210.000 Group Insurance	232.64	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-20-12-210.000 Group Insurance	275.46	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-20-14-210.000 Group Insurance	1187.96	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21	Life Prem Oct 21 Town 100121D	110-5-40-13-210.000 Group Insurance	75.46	36059	09/17/21
27840	MADISON NATIONAL LIFE INS	08/27/21	Payroll Transfer PR-08/27/21	110-2-00-00-210.005 Misc Deductions Payable	21.57	36061	09/17/21
27840	MADISON NATIONAL LIFE INS	09/03/21	Payroll Transfer PR-09/03/21	110-2-00-00-210.005 Misc Deductions Payable	21.57	36061	09/17/21
27840	MADISON NATIONAL LIFE INS	09/10/21	Payroll Transfer PR-09/10/21	110-2-00-00-210.005 Misc Deductions Payable	21.57	36061	09/17/21
27840	MADISON NATIONAL LIFE INS	09/17/21	Payroll Transfer PR-09/17/21	110-2-00-00-210.005 Misc Deductions Payable	21.57	36061	09/17/21
26920	MAYVILLE DARBY	08/26/21	recording secretary 8-23- 15	110-5-11-10-330.000 Professional Services	163.80	36062	09/17/21
26475	MCNEIL,LEDDY, & SHEAHAN I	08/13/21	legal bill for Town 091321D	110-5-10-10-320.000 Legal Services	3536.00	36063	09/17/21
27395	MVP HEALTH CARE INC 43118	09/10/21	Health Prem Oct 21 Vill 100121V	110-2-00-00-210.006 Health Ins. Copay	525.20	36064	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21	Copier leases 9/15-10/14/ 73704344	110-5-25-10-442.000 Rental Vehicles/Equip	80.74	36065	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21	Copier leases 9/15-10/14/ 73704344	110-5-20-10-442.000 Rental Vehicles/Equip	80.74	36065	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21	Copier leases 9/15-10/14/ 73704344	110-5-20-10-442.000 Rental Vehicles/Equip	80.74	36065	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21	Copier leases 9/15-10/14/ 73704344	110-5-35-10-442.000 Rental Vehicles/Equip	80.74	36065	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21	Copier leases 9/15-10/14/ 73704344	110-5-40-10-442.000 Rental Vehicles/Equip	94.15	36065	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21	Copier leases 9/15-10/14/ 73704344	110-5-13-10-442.000 Rental Vehicles/Equip	120.43	36065	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21	Copier leases 9/15-10/14/ 73704344	110-5-20-10-442.000 Rental Vehicles/Equip	138.97	36065	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21	Copier leases 9/15-10/14/ 73704344	110-5-12-10-442.000 Rental Vehicles/Equip	138.97	36065	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21	Copier leases 9/15-10/14/ 73704344	110-5-40-10-442.000 Rental Vehicles/Equip	46.32	36065	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21	Copier leases 9/15-10/14/ 73704344	110-5-40-12-442.000 Rental Vehicles/Equip	46.32	36065	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21	Copier leases 9/15-10/14/ 73704344	110-5-10-10-442.000 Rental Vehicles/Equip	177.89	36065	09/17/21
40075	NEW YORK CLEANERS	08/31/21	AUG DRY CLEANING 083121D	110-5-20-10-612.000 Uniforms	335.40	36066	09/17/21

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
24100	PERMA-LINE CORP OF NEW EN	09/13/21	TRAFFIC SIGNS 188678	110-5-40-12-610.000 General Supplies	908.45	36069	09/17/21
25140	PIKE INDUSTRIES INC	09/03/21	Asphalt 1150956	110-5-40-12-605.000 Summer Construction Suppl	190.08	36070	09/17/21
25140	PIKE INDUSTRIES INC	09/10/21	Asphalt 1152644	110-5-40-12-605.000 Summer Construction Suppl	331.98	36070	09/17/21
24410	PRIORITY EXPRESS INC	08/31/21	Book Courier Service 80512136	110-5-35-10-570.000 Other Purchased Services	80.00	36072	09/17/21
24775	ROBERGE & SONS MOWING INC	09/13/21	roadside mowing various 1 519775	110-5-40-12-451.000 Summer Construction Servi	5032.50	36077	09/17/21
02050	RON BUSHEY'S SUNOCO	08/27/21	TOW TRUCK TO PD 326	110-5-20-10-330.000 Professional Services	125.00	36078	09/17/21
28030	ROUTE 15 AUTOMOTIVE SERVI	09/13/21	LOF 131161	110-5-20-10-430.000 R&M Vehicles & Equipment	34.95	36079	09/17/21
43275	RYCANDON MECHANICAL, INC.	08/25/21	replace natural gas pipin 13840	110-5-41-14-431.000 R&M Buildings & Grounds	1750.53	36081	09/17/21
43275	RYCANDON MECHANICAL, INC.	08/25/21	replacement of leaking to 13841	110-5-41-10-431.000 R&M Buildings & Grounds	736.60	36081	09/17/21
43320	SAMMEL SIGN CO	08/31/21	OA banner over 2A 7586	110-5-30-10-550.000 Printing and Binding	108.00	36084	09/17/21
17505	SAND HILL SOLAR LLC	09/10/21	Town Solar Aug 2021 133	110-5-41-11-622.000 Electricity	261.68	36085	09/17/21
17505	SAND HILL SOLAR LLC	09/10/21	Town Solar Aug 2021 133	110-5-41-10-622.000 Electricity	907.72	36085	09/17/21
17505	SAND HILL SOLAR LLC	09/10/21	Town Solar Aug 2021 133	110-5-41-12-622.000 Electricity	312.25	36085	09/17/21
17505	SAND HILL SOLAR LLC	09/10/21	Town Solar Aug 2021 133	110-5-41-15-622.000 Electricity	745.84	36085	09/17/21
17505	SAND HILL SOLAR LLC	09/10/21	Town Solar Aug 2021 133	110-5-41-16-622.000 Electricity	93.98	36085	09/17/21
17505	SAND HILL SOLAR LLC	09/10/21	Town Solar Aug 2021 133	110-5-30-11-622.000 Electricity	651.86	36085	09/17/21
00275	SB SIGNS INC	09/10/21	OA banner for Town 3rd lo 25354	110-5-13-10-550.000 Printing and Binding	147.00	36087	09/17/21
40120	SHUEH LING ALTERATIONS	09/01/21	PATCHES SEWN 46685	110-5-20-10-612.000 Uniforms	78.00	36088	09/17/21
21000	UNIFIRST CORPORATION	09/16/21	Mats shop rags - Highway 1080041076	110-5-40-12-430.001 R&M Vehicles - Supplies	128.21	36098	09/17/21
41920	VT HERITAGE DISTRIBUTORS	08/31/21	Bottled water svc 81 Main 901793 0821	110-5-13-10-610.000 General Supplies	27.75	36103	09/17/21
41920	VT HERITAGE DISTRIBUTORS	08/31/21	Bottled water svc PWO Aug 902441 0821	110-5-40-12-570.000 Other Purchased Services	32.25	36103	09/17/21
27030	VT OFFICE OF CHILD SUPPOR	09/17/21	Payroll Transfer PR-09/17/21	110-2-00-00-210.005 Misc Deductions Payable	311.54	36104	09/17/21
00935	VT PET FOOD & SUPPLY	09/11/21	AUG K9 FOOD 091121D	110-5-20-10-613.000 Program Supplies	166.65	36105	09/17/21
38200	VT RECREATION & PARKS ASS	09/10/21	VT Conf - A. Martin 01916	110-5-30-10-500.000 Training, Conf, Dues	195.00	36106	09/17/21
23000	WHITCOMB	07/13/21	5" minus stone 00002458	110-5-40-12-605.000 Summer Construction Suppl	49.40	36109	09/17/21

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Town of Essex / Village of EJ Accounts Payable

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Check Warrant Report # 17908 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 09/17/21 To 09/17/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
23000	WHITCOMB	09/01/21 shur pac 00003799	110-5-40-12-605.000 Summer Construction Suppl	249.15	36109	09/17/21
20445	WHITE CAP L P	08/06/21 rebar for new stoop at 5 50016499139	110-5-41-14-431.000 R&M Buildings & Grounds	193.52	36110	09/17/21
20445	WHITE CAP L P	08/09/21 rebar supplies for stoop 50016511544	110-5-41-14-431.000 R&M Buildings & Grounds	36.45	36110	09/17/21
23485	YIPES! AUTO ACCESSORIES	09/14/21 stickers for shop 75326501	110-5-41-15-610.000 General Supplies	42.90	36111	09/17/21
14545	ICMA-RC (PLAN 705508)	09/17/21 Payroll Transfer PR-09/17/21	110-2-00-00-210.005 Misc Deductions Payable	464.57	1940426	09/17/21
23055	ICMA - 401 (PLAN 10904	09/17/21 Payroll Transfer PR-09/17/21	110-2-00-00-210.004 Retirement Payable	668.52	9140427	09/17/21
09005	ICMA - 457 (PLAN 302056)	09/17/21 Payroll Transfer PR-09/17/21	110-2-00-00-210.005 Misc Deductions Payable	4156.05	9140428	09/17/21
V1161	ICMA RETIREMENT TRUST-401	09/17/21 Payroll Transfer PR-09/17/21	110-2-00-00-210.004 Retirement Payable	11121.72	9160177	09/17/21
V1160	ICMA RETIREMENT TRUST-457	09/17/21 Payroll Transfer PR-09/17/21	110-2-00-00-210.004 Retirement Payable	1524.73	9160179	09/17/21
17425	ICMA ROTH PLAN 706287	09/17/21 Payroll Transfer PR-09/17/21	110-2-00-00-210.004 Retirement Payable	36.87	9160181	09/17/21
21385	HEALTH EQUITY	09/17/21 Payroll Transfer PR-09/17/21	110-2-00-00-210.009 HSA Payable HE	159.50	21091702	09/17/21
05390	FAMILY SUPPORT REGISTRY	09/17/21 Payroll Transfer PR-09/17/21	110-2-00-00-210.010 Judgements Payable	69.23	21091703	09/17/21
24825	FIRST NATIONAL BANK OMAHA	08/24/21 AUG CREDIT CARD 8151 821	122-5-22-10-500.000 Training, Conf, Dues	165.00	36036	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21 Life Prem Oct 21 Town 100121D	122-5-22-10-210.000 Group Insurance	45.61	36059	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21 Copier leases 9/15-10/14/ 73704344	122-5-22-10-442.000 Rental Vehicles/Equip	138.97	36065	09/17/21
21630	EEC EXCAVATING LLC	09/09/21 ADA sidewalk work - Crafts 176	130-5-40-10-721.003 Paths ADA Compliance	8900.00	36029	09/17/21
21630	EEC EXCAVATING LLC	09/12/21 Sidewalk work Londonderr 177	130-5-40-10-721.003 Paths ADA Compliance	6900.00	36029	09/17/21
20600	TAX-EXEMPT LEASING CORP	08/31/21 FY22 Sidewalk Plow 2681237	130-5-95-00-970.906 Lease Prin - Sidewalk Plo	29036.20	36094	09/17/21
20600	TAX-EXEMPT LEASING CORP	08/31/21 FY22 Sidewalk Plow 2681237	130-5-95-00-975.906 Lease Int - Sidewalk Plow	2453.96	36094	09/17/21
23000	WHITCOMB	08/31/21 paving 2021 21119-3	130-5-40-10-895.815 PO1806 Class 2 Paving	26878.66	36109	09/17/21
23000	WHITCOMB	08/31/21 paving 2021 21119-3	130-5-40-10-720.006 VT15/Allen Martin Dr	20000.00	36109	09/17/21
23435	CHAMPLAIN WATER DISTRICT	08/31/21 water consumption - August 083121D	151-5-51-20-411.000 CWD Water Purchase	57124.15	36010	09/17/21
04940	COMCAST	09/01/21 Internet hgwty complex 9/8 0167074 0921	151-5-51-10-530.000 Communications	81.69	36016	09/17/21
27840	MADISON NATIONAL LIFE INS	09/15/21 Life Prem Oct 21 Town 100121D	151-5-51-10-210.000 Group Insurance	294.41	36059	09/17/21
05485	NATIONAL BUSINESS LEASING	09/09/21 Copier leases 9/15-10/14/ 73704344	151-5-51-10-442.000 Rental Vehicles/Equip	46.32	36065	09/17/21

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Town of Essex / Village of EJ Accounts Payable

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Check Warrant Report # 17908 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 09/17/21 To 09/17/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
17505	09/10/21	Town Solar Aug 2021 133	151-5-51-30-622.000 Electricity	2563.87	36085	09/17/21
17505	09/10/21	Town Solar Aug 2021 133	151-5-51-10-622.000 Electricity	255.85	36085	09/17/21
38760	09/09/21	water meters INV0135208	151-5-51-10-614.000 Meters and Parts	1253.80	36095	09/17/21
19815	08/20/21	Fall Soccer Return CREDIT 1WQY31NYN114	159-5-30-14-610.000 General Supplies	-171.96	35997	09/17/21
28250	09/13/21	Field Hockey Camp 091321D	159-5-30-14-835.000 Program Instructor Fees	275.00	36026	09/17/21
05585	09/01/21	Summer Camp 090121D	159-5-30-14-835.000 Program Instructor Fees	550.00	36048	09/17/21
28425	09/02/21	Track Field Coach 090221D	159-5-30-14-835.000 Program Instructor Fees	1320.00	36055	09/17/21
25035	09/10/21	Fall Design Services 21166	159-5-30-14-330.000 Professional Services	1162.50	36058	09/17/21
27840	09/15/21	Life Prem Oct 21 Town 100121D	159-5-30-14-210.000 Group Insurance	41.39	36059	09/17/21
05485	09/09/21	Copier leases 9/15-10/14/ 73704344	159-5-30-14-442.000 Rental Vehicles/Equip	177.90	36065	09/17/21
17565	09/07/21	Soccer Sparks 8/7-28 090721D	159-5-30-14-835.000 Program Instructor Fees	1840.00	36068	09/17/21
00145	09/01/21	Movie Night 092121D	159-5-30-14-330.000 Professional Services	250.00	36093	09/17/21
38200	09/10/21	VT Conf - B.Hoffmeister 01915	159-5-30-14-500.000 Training, Conf, Dues	195.00	36106	09/17/21
Report Total				232861.35		

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 \$ ***232,861.35
Let this be your order for the payments of these amounts.

09/24/21

Town of Essex / Village of EJ Accounts Payable

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11:18 am

Check Warrant Report # 17910 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 09/24/21 To 09/24/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
09960	AAA POLICE SUPPLY	09/03/21	UNIFORMS 90398	110-5-20-10-612.000 Uniforms	393.94	36112	09/24/21
14400	ABOVE AND BEYOND	09/17/21	Monthly Janitorial Servic 6371	110-5-41-13-400.000 Contracted Services	1035.00	36113	09/24/21
19815	AMAZON CAPITAL SERVICES	09/08/21	PATROL CAMERAS 1W766WDDCF9H	110-5-20-10-611.000 Small Tools and Equipment	1099.45	36115	09/24/21
42665	AMAZON/SYNCB	08/26/21	Laptop Bags and Mouse 434864788394	110-5-35-10-610.000 General Supplies	33.97	36116	09/24/21
42665	AMAZON/SYNCB	08/10/21	Laptops for Grant 479855493376	110-5-90-00-895.000 State or Other Grant Exp	395.98	36116	09/24/21
42665	AMAZON/SYNCB	08/10/21	Laptop Protection Plan 864477769838	110-5-35-10-651.000 Tech Supplies	89.98	36116	09/24/21
25955	AT&T MOBILITY	09/04/21	EPD FIRSTNET CELL PHONES 8729196921	110-5-20-10-530.000 Communications	407.04	36117	09/24/21
02000	BAKER & TAYLOR, INC	09/07/21	Adult Books 5017165141	110-5-35-10-640.201 Adult Collection	44.96	36119	09/24/21
02000	BAKER & TAYLOR, INC	09/07/21	Adult Books 5017165141	110-5-35-10-610.000 General Supplies	2.10	36119	09/24/21
02000	BAKER & TAYLOR, INC	09/07/21	Adult Books 5017177901	110-5-35-10-640.201 Adult Collection	74.05	36119	09/24/21
02000	BAKER & TAYLOR, INC	09/07/21	Adult Books 5017177901	110-5-35-10-610.000 General Supplies	3.50	36119	09/24/21
02000	BAKER & TAYLOR, INC	09/07/21	Adult Book 5017193073	110-5-35-10-640.201 Adult Collection	15.34	36119	09/24/21
02000	BAKER & TAYLOR, INC	09/07/21	Adult Book 5017193073	110-5-35-10-610.000 General Supplies	0.70	36119	09/24/21
02000	BAKER & TAYLOR, INC	09/07/21	Adult Books 5017213871	110-5-35-10-640.201 Adult Collection	29.06	36119	09/24/21
02000	BAKER & TAYLOR, INC	09/07/21	Adult Books 5017213871	110-5-35-10-610.000 General Supplies	1.40	36119	09/24/21
07465	BIBENS ACE HARDWARE INC	07/13/21	CREDIT RETURN 41832	110-5-20-10-611.000 Small Tools and Equipment	-5.99	36120	09/24/21
07465	BIBENS ACE HARDWARE INC	09/16/21	supplies to repair flagpo 42463	110-5-41-10-431.000 R&M Buildings & Grounds	112.18	36120	09/24/21
07465	BIBENS ACE HARDWARE INC	09/17/21	sealant for roof on Trail 42494	110-5-40-12-430.001 R&M Vehicles - Supplies	37.15	36120	09/24/21
12125	BOW WOW WASTE	09/08/21	Mutt-Mitts 433861	110-5-40-13-570.000 Other Purchased Services	611.88	36121	09/24/21
02035	BURLINGTON FREE PRESS #10	08/18/21	Newspaper Subscription 09012021D	110-5-35-10-640.201 Adult Collection	29.00	36123	09/24/21
28910	BURNHAM MEMORIAL LIBRARY	08/18/21	Book Replacement 08182021D	110-5-35-10-640.201 Adult Collection	18.00	36124	09/24/21
28440	CLOVERFIELD FARM LLC	07/29/21	K9 NOVA BOARDING 072921D	110-5-20-10-613.000 Program Supplies	400.00	36128	09/24/21
25710	COLCHESTER TOWN OF	09/17/21	OFFICER FAIR HOURS 90821	110-5-20-16-570.000 Other Purchased Services	2760.00	36129	09/24/21
19330	CONSOLIDATED COMMUNICATIO	08/30/21	Potts lines 7/30-8/29/21 083021D	110-5-30-11-530.000 Communications	138.99	36131	09/24/21
11115	DOMINION TECH COMPUTER SV	09/01/21	O365 Monthly Licenses 20218601	110-5-14-10-735.000 Tech: Equip/Hardware	2964.70	36133	09/24/21

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For Check Acct 01 (GENERAL FUND) All check #s 09/24/21 To 09/24/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
17215	09/16/21	DRAKE PETROLEUM CORPORATI regular gas 017576621	110-5-41-15-626.000 Gasoline	6891.07	36135	09/24/21
23090	09/01/21	FIRKEY JERRY Sept health officer 090121D	110-5-18-10-330.000 Professional Services	797.00	36143	09/24/21
19005	09/15/21	FIRSTLIGHT FIBER Phone svc various locatio 9913697	110-5-41-10-530.000 Communications	1204.73	36146	09/24/21
19005	09/15/21	FIRSTLIGHT FIBER Phone svc various locatio 9913697	110-5-41-13-530.000 Communications	1032.81	36146	09/24/21
19005	09/15/21	FIRSTLIGHT FIBER Phone svc PWO 8/15-9/14/2 9913698	110-5-41-14-530.000 Communications	194.62	36146	09/24/21
19005	09/15/21	FIRSTLIGHT FIBER Phone svc hgwy complex 8/ 9913699	110-5-41-10-530.000 Communications	83.16	36146	09/24/21
19005	09/15/21	FIRSTLIGHT FIBER Phone svc hgwy complex 8/ 9913699	110-5-41-12-530.000 Communications	61.62	36146	09/24/21
19005	09/15/21	FIRSTLIGHT FIBER Phone svc hgwy complex 8/ 9913699	110-5-41-13-530.000 Communications	63.01	36146	09/24/21
19005	09/15/21	FIRSTLIGHT FIBER Phone svc hgwy complex 8/ 9913699	110-5-41-16-530.000 Communications	14.71	36146	09/24/21
19005	09/15/21	FIRSTLIGHT FIBER Phone svc Hgwy 8/15-9/14/ 9913801	110-5-41-15-530.000 Communications	83.16	36146	09/24/21
19005	09/15/21	FIRSTLIGHT FIBER Phone svc Pow Museum 8/15 9913929	110-5-41-18-530.000 Communications	39.67	36146	09/24/21
19005	09/15/21	FIRSTLIGHT FIBER Phone svc Mem Hall 8/15-9 9913953	110-5-41-17-530.000 Communications	97.06	36146	09/24/21
14595	09/14/21	FOLEY SERVICES INC CARPET RUNNERS 1389398	110-5-41-13-400.000 Contracted Services	48.40	36147	09/24/21
07000	08/26/21	GALLS INC GRAGG ALLOWANCE 19151303	110-5-20-10-612.000 Uniforms	172.32	36148	09/24/21
25155	09/16/21	GORMAN GROUP LLC summer chloride 11011999	110-5-40-12-451.000 Summer Construction Servi	3430.95	36149	09/24/21
07010	09/10/21	GREEN MOUNTAIN POWER CORP EPD ELECTRICITY 0921 EPD	110-5-41-13-622.000 Electricity	1864.70	36152	09/24/21
23595	06/28/21	HAMMOND ELECTRIC INC fix office lights - 81 Ma 9794JH	110-5-41-10-431.000 R&M Buildings & Grounds	1147.50	36154	09/24/21
10810	09/16/21	HARRISON REDI MIX CORP concrete for sidewalk rep 52756	110-5-40-12-610.000 General Supplies	420.00	36155	09/24/21
20005	09/15/21	INTEX PROPERTY MAINTENANC Multi-fold Towels 195	110-5-41-11-431.000 R&M Buildings & Grounds	39.75	36156	09/24/21
20005	09/21/21	INTEX PROPERTY MAINTENANC Roll towels and hand soap 196	110-5-41-10-610.000 General Supplies	74.68	36156	09/24/21
28255	09/01/21	JOHN LEO & SONS INC stormwater work on Alder 202946	110-5-40-12-575.000 Storm Sewer Maintenance	4940.00	36157	09/24/21
17710	09/16/21	KOFILE INC / GOVOS INC Sept land records KSW001598	110-5-12-10-505.000 Tech. Subs, Licenses	1205.00	36159	09/24/21
17860	09/03/21	MAYER & MAYER Payroll Transfer PR-09/03/21	110-2-00-00-210.005 Misc Deductions Payable	25.00	36162	09/24/21
V9970	09/13/21	MIDWEST TAPE Hoopla 500977132	110-5-35-10-505.000 Tech. Subs, Licenses	1000.00	36164	09/24/21
28450	09/10/21	MOTT MARGARET VT Humanities Council Pre 09102021D	110-5-35-10-830.000 Regular Programs	411.28	36165	09/24/21

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For Check Acct 01 (GENERAL FUND) All check #s 09/24/21 To 09/24/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
23080	MVP HEALTH CARE INC 43118	09/10/21 Health Prem Oct 21 Town 100121D	110-5-10-10-210.000 Group Insurance	-0.01	36166	09/24/21
23080	MVP HEALTH CARE INC 43118	09/10/21 Health Prem Oct 21 Town 100121D	110-5-14-10-210.000 Group Insurance	0.10	36166	09/24/21
23080	MVP HEALTH CARE INC 43118	09/10/21 Health Prem Oct 21 Town 100121D	110-5-35-10-210.000 Group Insurance	0.01	36166	09/24/21
23080	MVP HEALTH CARE INC 43118	09/10/21 Health Prem Oct 21 Town 100121D	110-5-20-13-210.000 Group Insurance	-0.01	36166	09/24/21
23080	MVP HEALTH CARE INC 43118	09/10/21 Health Prem Oct 21 Town 100121D	110-5-20-12-210.000 Group Insurance	0.01	36166	09/24/21
23080	MVP HEALTH CARE INC 43118	08/20/21 Payroll Transfer PR-08/20/21	110-2-00-00-210.006 Health Ins. Copay	2693.27	36166	09/24/21
23080	MVP HEALTH CARE INC 43118	08/27/21 Payroll Transfer PR-08/27/21	110-2-00-00-210.006 Health Ins. Copay	2693.27	36166	09/24/21
23080	MVP HEALTH CARE INC 43118	09/03/21 Payroll Transfer PR-09/03/21	110-2-00-00-210.006 Health Ins. Copay	2693.27	36166	09/24/21
23080	MVP HEALTH CARE INC 43118	09/10/21 Payroll Transfer PR-09/10/21	110-2-00-00-210.006 Health Ins. Copay	81010.66	36166	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21 Copier usage 8/18-9/17/21 IN443421	110-5-25-10-442.000 Rental Vehicles/Equip	3.30	36167	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21 Copier usage 8/18-9/17/21 IN443421	110-5-20-10-442.000 Rental Vehicles/Equip	15.01	36167	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21 Copier usage 8/18-9/17/21 IN443421	110-5-20-10-442.000 Rental Vehicles/Equip	20.85	36167	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21 Copier usage 8/18-9/17/21 IN443421	110-5-35-10-442.000 Rental Vehicles/Equip	45.33	36167	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21 Copier usage 8/18-9/17/21 IN443421	110-5-40-10-442.000 Rental Vehicles/Equip	66.48	36167	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21 Copier usage 8/18-9/17/21 IN443421	110-5-13-10-442.000 Rental Vehicles/Equip	55.29	36167	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21 Copier usage 8/18-9/17/21 IN443421	110-5-20-10-442.000 Rental Vehicles/Equip	42.96	36167	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21 Copier usage 8/18-9/17/21 IN443421	110-5-12-10-442.000 Rental Vehicles/Equip	126.99	36167	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21 Copier usage 8/18-9/17/21 IN443421	110-5-40-10-442.000 Rental Vehicles/Equip	8.93	36167	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21 Copier usage 8/18-9/17/21 IN443421	110-5-40-12-442.000 Rental Vehicles/Equip	8.92	36167	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21 Copier usage 8/18-9/17/21 IN443421	110-5-10-10-442.000 Rental Vehicles/Equip	59.65	36167	09/24/21
29535	NEW YORK LIFE INS. CO.	09/03/21 Payroll Transfer PR-09/03/21	110-2-00-00-210.005 Misc Deductions Payable	15.00	36169	09/24/21
29535	NEW YORK LIFE INS. CO.	09/10/21 Payroll Transfer PR-09/10/21	110-2-00-00-210.005 Misc Deductions Payable	15.00	36169	09/24/21
29535	NEW YORK LIFE INS. CO.	09/17/21 Payroll Transfer PR-09/17/21	110-2-00-00-210.005 Misc Deductions Payable	15.00	36169	09/24/21
29535	NEW YORK LIFE INS. CO.	09/24/21 Payroll Transfer PR-09/24/21	110-2-00-00-210.005 Misc Deductions Payable	15.00	36169	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21 Dental Prem Oct 21 Town 100121D	110-5-10-10-210.000 Group Insurance	304.79	36170	09/24/21

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For Check Acct 01 (GENERAL FUND) All check #s 09/24/21 To 09/24/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-13-10-210.000 Group Insurance	268.47	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-12-10-210.000 Group Insurance	199.29	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-14-10-210.000 Group Insurance	268.47	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-15-10-210.000 Group Insurance	69.18	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-40-10-210.000 Group Insurance	235.61	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-16-10-210.000 Group Insurance	174.68	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-20-11-210.000 Group Insurance	199.29	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-20-13-210.000 Group Insurance	650.55	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-20-12-210.000 Group Insurance	373.97	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-20-14-210.000 Group Insurance	1644.48	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-40-12-210.000 Group Insurance	665.72	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-40-13-210.000 Group Insurance	36.32	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-30-10-210.000 Group Insurance	556.76	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-30-12-210.000 Group Insurance	260.22	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-30-13-210.000 Group Insurance	130.11	36170	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	110-5-35-10-210.000 Group Insurance	105.50	36170	09/24/21
22860	PARSONS ENVIRONMENT & INF	09/03/21	inspection charges 61737	110-5-40-12-570.000 Other Purchased Services	13.26	36172	09/24/21
24100	PERMA-LINE CORP OF NEW EN	09/10/21	TRAFFIC SIGNS 188656	110-5-40-12-610.000 General Supplies	119.90	36173	09/24/21
27950	PETE'S TIRE BARNS INC	09/20/21	tire for truck #27 039176	110-5-40-12-430.001 R&M Vehicles - Supplies	192.60	36174	09/24/21
25140	PIKE INDUSTRIES INC	09/14/21	Asphalt 1153041	110-5-40-12-605.000 Summer Construction Suppl	198.66	36175	09/24/21
16020	POSTMASTER	09/20/21	Replenish postage due acc 092021d	110-5-41-10-610.000 General Supplies	100.00	36176	09/24/21
28030	ROUTE 15 AUTOMOTIVE SERVI	09/21/21	LOF 131163	110-5-20-10-430.000 R&M Vehicles & Equipment	34.95	36180	09/24/21
42565	SEVEN DAYS	09/15/21	Legal Ad-PC 214732	110-5-16-10-540.000 Advertising	29.12	36185	09/24/21
40120	SHUEH LING ALTERATIONS	09/17/21	PATCHES SEWN 46688	110-5-20-10-612.000 Uniforms	78.00	36187	09/24/21
11935	VIKING-CIVES USA	09/15/21	Tarps for 106 108 4508779	110-5-40-12-430.001 R&M Vehicles - Supplies	223.34	36188	09/24/21

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Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-10-10-210.000 Group Insurance	60.42	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-13-10-210.000 Group Insurance	52.97	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-12-10-210.000 Group Insurance	50.26	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-14-10-210.000 Group Insurance	53.17	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-40-10-210.000 Group Insurance	25.13	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-15-10-210.000 Group Insurance	14.02	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-40-10-210.000 Group Insurance	16.29	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-16-10-210.000 Group Insurance	37.71	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-20-11-210.000 Group Insurance	64.28	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-40-12-210.000 Group Insurance	142.90	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-30-10-210.000 Group Insurance	75.39	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-30-12-210.000 Group Insurance	50.26	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-30-13-210.000 Group Insurance	25.13	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-35-10-210.000 Group Insurance	47.38	36191	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 30076723	110-5-40-13-210.000 Group Insurance	18.49	36191	09/24/21
27030	VT OFFICE OF CHILD SUPPOR	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.005 Misc Deductions Payable	311.54	36193	09/24/21
23000	WHITCOMB	09/02/21	3/4" CRUSHED STONE 00003838	110-5-40-12-605.000 Summer Construction Suppl	524.39	36194	09/24/21
09005	ICMA - 457 (PLAN 302056)	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.005 Misc Deductions Payable	3920.12	9230020	09/24/21
14545	ICMA-RC (PLAN 705508)	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.005 Misc Deductions Payable	463.12	9230021	09/24/21
23055	ICMA - 401 (PLAN 10904	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.004 Retirement Payable	668.53	9230022	09/24/21
23040	AFSCME COUNCIL 93	09/03/21	Payroll Transfer PR-09/03/21	110-2-00-00-210.005 Misc Deductions Payable	254.00	9230023	09/24/21
23040	AFSCME COUNCIL 93	09/10/21	Payroll Transfer PR-09/10/21	110-2-00-00-210.005 Misc Deductions Payable	254.00	9230023	09/24/21
23040	AFSCME COUNCIL 93	09/17/21	Payroll Transfer PR-09/17/21	110-2-00-00-210.005 Misc Deductions Payable	254.00	9230023	09/24/21
23040	AFSCME COUNCIL 93	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.005 Misc Deductions Payable	254.00	9230023	09/24/21
23025	ESSEX POLICE EMPLOYEES AS	09/03/21	Payroll Transfer PR-09/03/21	110-2-00-00-210.005 Misc Deductions Payable	348.00	9230024	09/24/21

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
23025	09/10/21	Payroll Transfer PR-09/10/21	110-2-00-00-210.005 Misc Deductions Payable	324.00	9230024	09/24/21
23025	09/17/21	Payroll Transfer PR-09/17/21	110-2-00-00-210.005 Misc Deductions Payable	324.00	9230024	09/24/21
23025	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.005 Misc Deductions Payable	324.00	9230024	09/24/21
23030	09/03/21	Payroll Transfer PR-09/03/21	110-2-00-00-210.005 Misc Deductions Payable	29.25	9230025	09/24/21
23030	09/10/21	Payroll Transfer PR-09/10/21	110-2-00-00-210.005 Misc Deductions Payable	29.25	9230025	09/24/21
23030	09/17/21	Payroll Transfer PR-09/17/21	110-2-00-00-210.005 Misc Deductions Payable	29.25	9230025	09/24/21
23030	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.005 Misc Deductions Payable	29.25	9230025	09/24/21
17135	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.005 Misc Deductions Payable	191.25	9230028	09/24/21
05375	09/03/21	Payroll Transfer PR-09/03/21	110-2-00-00-210.005 Misc Deductions Payable	36.00	9230235	09/24/21
05375	09/10/21	Payroll Transfer PR-09/10/21	110-2-00-00-210.005 Misc Deductions Payable	36.00	9230235	09/24/21
05375	09/17/21	Payroll Transfer PR-09/17/21	110-2-00-00-210.005 Misc Deductions Payable	36.00	9230235	09/24/21
05375	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.005 Misc Deductions Payable	36.00	9230235	09/24/21
17425	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.004 Retirement Payable	33.90	9230236	09/24/21
V1161	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.004 Retirement Payable	5015.70	9230237	09/24/21
V1160	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.004 Retirement Payable	961.88	9230238	09/24/21
V2337	09/03/21	Payroll Transfer PR-09/03/21	110-2-00-00-210.005 Misc Deductions Payable	16.00	9230239	09/24/21
V2337	09/10/21	Payroll Transfer PR-09/10/21	110-2-00-00-210.005 Misc Deductions Payable	16.00	9230239	09/24/21
V2337	09/17/21	Payroll Transfer PR-09/17/21	110-2-00-00-210.005 Misc Deductions Payable	16.00	9230239	09/24/21
V2337	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.005 Misc Deductions Payable	16.00	9230239	09/24/21
17140	09/17/21	Payroll Transfer PR-09/17/21	110-2-00-00-210.005 Misc Deductions Payable	66.50	9230242	09/24/21
17140	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.005 Misc Deductions Payable	66.50	9230242	09/24/21
05390	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.010 Judgements Payable	69.23	21092401	09/24/21
21385	09/24/21	Payroll Transfer PR-09/24/21	110-2-00-00-210.009 HSA Payable HE	159.50	21092402	09/24/21
19005	09/15/21	Phone svc various locatio 9913697	122-5-22-10-530.000 Communications	1.11	36146	09/24/21
06675	09/21/21	Copier usage 8/18-9/17/21 IN443421	122-5-22-10-442.000 Rental Vehicles/Equip	31.34	36167	09/24/21

09/24/21

Town of Essex / Village of EJ Accounts Payable

Page 7 of 7

11:18 am

Check Warrant Report # 17910 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 09/24/21 To 09/24/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	122-5-22-10-210.000 Group Insurance	130.11	36170	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 300767 30076723	122-5-22-10-210.000 Group Insurance	25.13	36191	09/24/21
19330	CONSOLIDATED COMMUNICATIO	08/30/21	Potts lines 7/30-8/29/21 083021D	151-5-51-30-530.000 Communications	57.63	36131	09/24/21
19005	FIRSTLIGHT FIBER	09/15/21	Phone svc various locatio 9913697	151-5-51-30-530.000 Communications	656.08	36146	09/24/21
19005	FIRSTLIGHT FIBER	09/15/21	Phone svc hwy complex 8/ 9913699	151-5-51-10-530.000 Communications	55.99	36146	09/24/21
23080	MVP HEALTH CARE INC 43118	09/10/21	Health Prem Oct 21 Town 100121D	151-5-51-10-210.000 Group Insurance	0.01	36166	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21	Copier usage 8/18-9/17/21 IN443421	151-5-51-10-442.000 Rental Vehicles/Equip	8.93	36167	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	151-5-51-10-210.000 Group Insurance	410.29	36170	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 300767 30076723	151-5-51-10-210.000 Group Insurance	95.14	36191	09/24/21
06675	NATIONAL BUSINESS TECHNOL	09/21/21	Copier usage 8/18-9/17/21 IN443421	159-5-30-14-442.000 Rental Vehicles/Equip	231.50	36167	09/24/21
24960	NORTHEAST DELTA DENTAL	09/15/21	Dental Prem Oct 21 Town 100121D	159-5-30-14-210.000 Group Insurance	130.11	36170	09/24/21
25375	VISION SERVICE PLAN (CT) -	09/19/21	Vision Prem Oct 21 300767 30076723	159-5-30-14-210.000 Group Insurance	25.13	36191	09/24/21
Report Total					150477.56		

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 \$ ***150,477.56
Let this be your order for the payments of these amounts.

TOWN OF ESSEX / VILLAGE OF ESSEX JUNCTION

Report: Calendar Year 2020: Progress on Implementation of All-Hazards Mitigation Plan

Date: September 2021

To: Town Selectboard & Village Trustees

From: Ron Hoague, Chief of Police
Town & Village Emergency Management Director

Information collected by: Chittenden County RPC in partnership with municipal staff

Town of Essex and Village of Essex Junction Mitigation Actions: Implementation Monitoring Worksheet

CATEGORY A: Improve capabilities of existing road and stormwater management infrastructure to address identified vulnerable infrastructure to mitigate Severe Rainstorm, Flooding, Fluvial Erosion and Water Pollution and their associated vulnerabilities of:

- Damage to new/existing public infrastructure and buildings
- Temporary road and bridge closure
- Budgetary impacts
- Temporary loss of power and/or telecommunications
- Temporary isolation of vulnerable individuals

Action

(Primary Responsible Entity)

Report on Progress since Plan adoption

See Section 5.4 for details on locations identified during Plan development.

Action A-1: Stormwater Management

(Town and Village Public Works)

- note any grants or funding source investigated
- note any grants applied for/obtained
- note progress on stormwater management projects

Town/Village reports progress in 2020 as follows:

See attached "Awarded Stormwater Grants" spreadsheet for all stormwater related grants in both the Village and Town. Project status is included in the table.

Action A-2: Plan for Repair of Vulnerable Infrastructure

(Town and Village Public Works)

- note progress on repairs and upgrades

Town reports progress in 2020 as follows:

The Town actively assesses and prioritizes infrastructure repairs and upgrades. With the CCRPC, the Town has developed road infrastructure priorities through the APWA Paver program, has completed a system wide sewer study, annually inspects, cleans and repairs its storm water systems, performs daily and weekly pump station maintenance and inspects, flushes and operates its water valves one to two times per year. Beginning in 2020, the Town and CCRPC hired a consultant to televise stormwater pipes and create a stormwater infrastructure replacement and

	maintenance plan. Phase 1 of the televising project was completed in 2020 and the Town is working to start on the next phase of the project. The Town also conducted a study to look at potential solutions for aging infrastructure on Tanglewood Drive and an eroded outfall located off Fern Hollow Road. The Selectboard will review the study in September 2021 and endorse a preferred alternative. <u>Village reports progress in 2020 as follows:</u> The Village actively assess and prioritizes infrastructure repairs and upgrades. With the CCRPC, the Village has developed road infrastructure priorities through the APWA Paver program, has televised its sewer system and prioritized repairs, annually inspects, cleans and repairs its storm water systems, performs daily and weekly pump station maintenance and inspects, flushes and operates its water valves one to 2 times per year.
<u>Action A-3: Erosion Mitigation</u> (Town and Village Public Works)	-note progress on erosion mitigation projects <u>Village reports progress in 2020 as follows:</u> • The Village repaired one eroded outfall. Located between Vale and Corduroy Rd. The work was funded by a VTRANS Better Roads program grant. <u>Town reports progress in 2020 as follows:</u> • Using an FY20 Grants-in-Aid grant, the Town upgraded a segment on West Sleepy Hollow Road that was considered a high priority due to continuous gully erosion. The Town upgraded 2 culverts, re-established an existing ditch and installed a new stone lined ditch with several stone turn outs to mitigate the erosion. • The Town is also currently working with a consultant to create a gravel road management plan which is being funded through a Better Roads Grant. • As previously mentioned, the Town completed a study looking a solution for mitigating a severely eroded outfall off Fern Hollow Road.
<u>Action A-4: Fluvial Erosion Hazard Mitigation Implementation</u> (Town and Village Public Works, DEC)	-note progress on FEH mitigation projects <u>Town/Village reports progress in 2020 as follows:</u> • The Town did not implement any FEH mitigation projects in 2020. A hydrological study is currently being conducted to look at several culverts on Osgood Hill, Catella, and Hanley due to the history of these areas consistently washing out during extreme rain events. • The Village did not implement any FEH mitigation projects in 2020. Planning work continued towards eventual repair of a Densmore Drive stream crossing culvert which was damaged

	in the 10/31/2019 storm (FEMA DR#4474). (Note: This culvert was replaced in August 2021).
CATEGORY B: Operate an effective Stormwater Management System to mitigate Severe Rainstorm and Water Pollution and their associated vulnerabilities of: • Damage to new/existing public infrastructure and buildings • Temporary road and bridge closure • Budgetary impacts	
Action (Primary Responsible Entity)	Report on Progress since Plan adoption <i>See Section 5.4 for details on locations identified during Plan development.</i>
<u>Action B-1: Mitigate impacts of runoff such as excessive flow, sediment load and excessive phosphorus discharge.</u> (Town & Village Public Works)	-annual # basins cleaned -annual # street miles swept -note any progress on improvements to zoning bylaws to reduce excess flow, sediment loading or excess phosphorus discharge <u>Town/Village reports progress in 2020 as follows:</u> • The Town reports for calendar year 2020 were submitted by April 1, 2021. For last reporting year, 930 catch basins were inspected, 323 were cleaned removing 29 CY of material, 233 outfalls inspected, 79 miles of roadway swept with 874.5 CY of street cleaning debris collected and properly disposed of. • Village reports for calendar year 2020 were submitted to DEC by April 1, 2021. For last reporting year: 314 basins (out of 600 inspected) were cleaned removing 49.5 cubic yards of material. Street sweeping: 88 lane miles swept removing 597 cubic yards of material.
<u>Action B-2: Begin implementation of Flow Restoration Plans for Indian Brook and Sunderland Brook</u> (Essex Public Works Director)	-project types and locations and year constructed/installed <u>Town/Village reports progress in 2020 as follows:</u> • Indian Brook FRP Projects: Town reports that the Sydney Drive project was constructed and completed in 2020. The LDS Church project is currently in the Right-of-Way phase and under review with VTRANS. Construction is still planned for 2021 but may be pushed into 2022. Village reports that Mansfield Brickyard Gravel Wetland project was completed. • Sunderland Brook FRP projects: No projects have been constructed/installed as both Town and Village are currently meeting and exceeding the requirements of the Sunderland Brook TMDL.
<u>Action B-3: Develop Phosphorus Control Plan</u> (Town & Village Public Works)	-progress on development of plan and filing to State <u>The Village and Town reports progress in 2020 as follows:</u>

	• With funding provided by a VTRANS Highway and Stormwater Mitigation grant along with municipal funds, the Town and Village engaged the services of a consultant to draft and complete a joint Village/Town Phosphorus Control Plan for submission prior to the April 1, 2021, deadline. (Note: The Plan was submitted on schedule).
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Memorandum

To: Evan Teich, Unified Manager, Town of Essex Selectboard
Cc: Sarah Macy, CPFO, Finance Director
Dennis Lutz, P.E., Public Works Director
From: Aaron Martin, P.E., Director of Operations / Town Engineer
Re: FY 2022 Leak Detection Survey Results
<<<READING FILE>>>
Date: September 28, 2021

AKM

Discussion:

In the Fall of 2020, the Town of Essex entered into a MOU with Champlain Water District, to contract with a leak survey company called Utilis. In October and November of 2020, Utilis performed a satellite-based leak detection survey over the entire CWD service area. The data collected was compiled and each of the member systems were provided Points of Interest, (POI), where the survey found areas that may have excess water in the soil caused by drinking water. The initial satellite leak survey cost the Town \$1,750.

This spring, the Town of Essex applied for a grant through the State of Vermont Drinking Water Development Program. This program offers communities free leak detection surveys through contract services from an outside vendor. The Town received two free days of leak detection services with McKim & Creed, (M&C). Over the two days, the consultant reviewed all the data and points of interest, (POI's) provided by the Utilis satellite fly over conducted in the Fall of 2020 and found only one leak out of 26 possible leaks to be valid. All the others were false positives.

After discussions on the accuracy of the satellite leak detection technology with the leak detection technician last June and finding only one of the POI's was an actual leak, (3.8% accuracy), the Department decided to stick with what works and use the acoustic method of leak detection. M&C provided a cost proposal to provide one week of acoustic leak detection services for a total cost of \$8,000. In addition to this contract, Staff applied for the same State grant through Drinking Water and received an additional three days of services for a total of eight days of leak services.

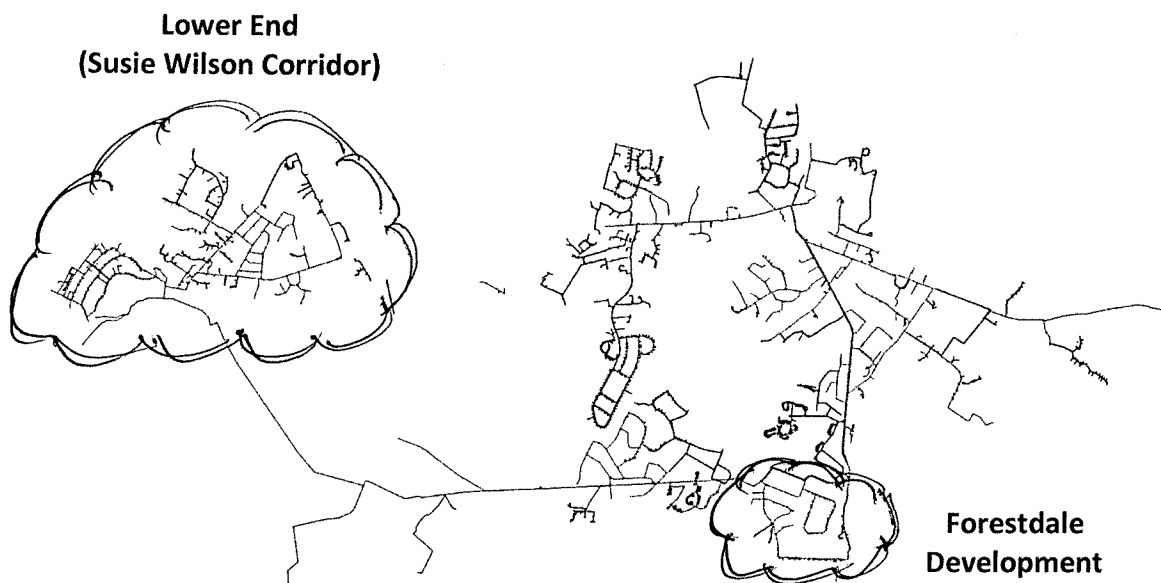
The consultant was onsite beginning Monday, September 13th to Wednesday, September 22nd to perform acoustic leak detection services. The map on page 2 provides the location of this survey. A total of 16.36 miles of watermain was inspected during this time and a total of seven leaks were found, one commercial and six residential services. Two of the residential leaks are on the private portion of the water services. Each of the residential leaks were estimated at 0.25 to 0.5 GPM with the one commercial leak having an estimate of 5.0 GPM. One of the service leaks on the distribution side was repaired last week. Staff has been in communication with the owner of the single commercial service, and the repair of this leak will take place on September 29, 2021. The remaining distribution side leaks will be scheduled this fall for repair. The department will notify the two residents with service leaks of their current status and request that the leaks be repaired.

Cost:

In total, the Water and Sewer Department spent \$9,750 of the FY2022 water budget to perform a total of ten calendar days of leak detection services. A total of seven leaks were found, estimated to have a total flow of 9.0 GPM. One leak of 0.5 GPM has been repaired, and the commercial leak of 5.0 GPM should be repaired in the coming weeks.

The 9.0 GPM equates to 12,960 GPD or 4,730,400 Gallons a year. This is a substantial amount of water and lost revenue. Using current rates, the Town is paying the Champlain Water District a total of \$11,315.12 for this lost water. Also, this is \$27,341.71 of unbilled water usage, which is \$16,026.59 of lost water revenue to the department. For every 1.0 GPM of leakage repaired, the department looks to recoup approximately \$1,800 of lost revenue. Between the one residential service repaired last week and the commercial service to be repaired next month, the department will see a total revenue gain of \$9,900.00.

Moving forward, Staff will continue to budget for these services on an annual basis until the entire system is surveyed. The return on this type of investment in our infrastructure is substantial, and staff recommends the continuation of leak detection surveys within the Town's distribution system.



Town of Essex Water Distribution System



TOWN AND VILLAGE OF ESSEX BOARDS AND COMMITTEES VACANCIES

TOWN OF ESSEX

Selectboard - 1 vacancy

Conservation and Trails - 4 vacancies

Green Mountain Transit - 1 vacancy

Economic Development Commission - 1 vacancy

CCTV Representative - 1 vacancy

Housing Commission (JOINT boards) - 1 vacancy

VILLAGE OF ESSEX JUNCTION

Capital Program Review - 1 vacancy

Planning Commission - 1 vacancy

Green Mountain Transit - 1 vacancy

Zoning Board of Adjustment - 3 vacancies

CCTV Representative - 1 vacancy

Bike/Walk Advisory Committee - 1 vacancy

PLEASE GO TO: [ESSEXVT.BAMBOOHR.COM/JOBS/](https://essexvt.bamboohr.com/jobs/)

**SCROLL TO THE VOLUNTEERS SECTION FOR MORE INFORMATION & TO APPLY
OR EMAIL LMAHNS@ESSEX.ORG WITH YOUR LETTER OF INTEREST**

MEETING SCHEDULES

10/01/2021

TOWN SELECTBOARD MEETINGS		VILLAGE TRUSTEES MEETINGS	
			
October 4, 2021—6:30 PM	SB Regular – Darby		
October 5, 2021—6:30 PM	SB Special -- Cathy		
October 12, 2021—6:30 PM	VB Regular – Darby		
October 18, 2021—6:30 PM	SB Regular -- Cathy		
October 19, 2021—6:30 PM	JB Special - Darby		
October 25, 2021—6:30 PM	JB Special - Darby		
October 26, 2021—6:30 PM	VB Regular -- Amy		
November 1, 2021—6:30 PM	SB Regular – Amy		
November 4, 2021 – 8:30 AM	VB All day budget workshop – Darby		
November 9, 2021 – 8:00 AM	SB All day budget workshop -- Darby		
November 9, 2021—6:30 PM	VB Regular – Cathy		
November 15, 2021—6:30 PM	SB Regular -- Darby		
November 22, 2021—6:30 PM	JB Special - Amy		
November 23, 2021—6:30 PM	VB Regular – Darby		
December 6, 2021—6:30 PM	SB Regular -- Cathy		
December 13, 2021—6:30 PM	JB Special -		
December 14, 2021—6:30 PM	VB Regular -- Amy		
December 20, 2021—6:30 PM	SB Regular – Cathy		
December 21, 2021—6:30 PM	VB Regular -- Amy		
January 3, 2022—6:30 PM	SB Regular -- Amy		
January 11, 2022—6:30 PM	VB Regular – Darby		
January 18, 2022—6:30 PM	SB Regular		
January 25, 2022—6:30 PM	VB Regular -- Cathy		
February 7, 2022—6:30 PM	SB Regular		
February 8, 2022—6:30 PM	VB Regular		
February 22, 2022—6:30 PM	VB Regular -- Cathy		
February 23, 2022—6:30 PM	SB Regular meeting		
February 28, 2022—6:30 PM	Town Informational hearing		

March 7, 2022—6:30 PM	SB Regular
March 8, 2022—6:30 PM	VB Regular
March 21, 2022—6:30 PM	SB Regular
March 22, 2022—6:30 PM	VB Regular -- Cathy
April 4, 2022—6:30 PM	SB Regular
April 6, 2022 – 7:00 PM	Village Informational hearing -- Cathy
April 13, 2022—6:30 PM	VB Regular