



TOWN OF ESSEX SELECTBOARD REGULAR MEETING AGENDA

Online & 81 Main St.
Essex Junction, VT 05452
Monday, October 18, 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: 113 824 224#
- **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. **PUBLIC HEARING**
 - a. Public hearing to discuss the survey of existing Class 3 Town Highway No. 708, Fleury Road
6. **BUSINESS ITEMS**
 - a. Consider approval of Fleury Road survey and documentation of Fleury Road right of way
 - b. Consider passage of Public Nuisance and Dog Licensing and Control ordinances and warning of public hearing to consider final passage
 - c. Presentation of Chittenden County Regional Planning Commission annual update
 - d. Discussion and potential action on open meeting law training from Vermont League of Cities and Towns
 - e. *Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction
 - f. **Discussion of personnel
7. **CONSENT ITEMS**
 - a. Consider acknowledgement of new street name at 25 Essex Way private drive
 - b. Consider approval of Extra Mile Day proclamation
 - c. Approve minutes: October 4, 2021, October 5, 2021
 - d. Check Warrants: #17913 -- 10/1/21; #17915 -- 10/8/21
8. **READING FILE**
 - a. Board member comments
 - b. Memo from Greg Duggan re: Petition to lower speed on VT Route 128 between Weed Road and Irene Avenue
 - c. List of Boards/Committees/Commissions vacancies
 - d. Upcoming meeting schedule
9. **EXECUTIVE SESSION**
 - a. *An executive session is anticipated to discuss negotiation of contracts and agreements between the Town of Essex and Village/City of Essex Junction
 - b. **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:  10/15/2021

**TOWN OF ESSEX SELECTBOARD
NOTICE OF PUBLIC HEARING
October 18, 2021 – 6:35 PM
Municipal Offices, Conference Room
81 Main Street, Essex Junction, VT 05452**

The Town of Essex Selectboard will hold a public meeting to discuss the Survey of Existing Class 3 Town Highway No. 708, Fleury Road.

Fleury Road, an existing Class 3 Town highway within the Town of Essex, and currently listed on the State Highway Map for Essex as Town Highway #708, has recently been surveyed, establishing new limits of Right of Way.

Before accepting the proposed survey a public hearing shall take place prior to filing the approved survey plat with the Town Clerk. for the purpose of the Selectboard to vote and approve the proposed survey layout. State Statute, 19 V.S.A. § 33 f, requires a 30-Day notice prior to this Public Hearing.

A public hearing will be held on Monday, October 18, 2021 at 6:35 pm, to discuss and approve the survey of Fleury Road. Please direct questions to Aaron Martin, Director of Public Works Operations, at (802) 878-1344 or amartin@essex.org.

Andy Watts, Chair
Essex Selectboard

The Vermont Statutes Online

Title 19 : Highways

Chapter 001 : State Highway Law; General Transportation Provisions

(Cite as: 19 V.S.A. § 32)

§ 32. Assumed width of right of way

A roadway width of one and one half rods on each side of the center of the existing traveled way can be assumed and controlled for highway purposes whenever the original survey was not properly recorded, or the records preserved, or if the terminations and boundaries cannot be determined. (Added 1985, No. 269 (Adj. Sess.), § 1.)

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§ 33. Survey of existing highways; damages

(a) For the purposes of this and the following section of this title, the word "survey" means:

(1) A survey of the existing highway where no previous survey has been properly recorded or the record of a previous survey has not been preserved, or the terminations and boundaries of a previous survey cannot be determined; or

(2) A resurvey to reproduce a previous survey or surveys.

(b) The Agency, for state highways, and the selectmen, for town highways, may authorize the survey of existing highways, and the rights-of-way, easements, or fee title associated with those highways. The purpose of the survey shall be to verify the location and width of the existing right-of-way, easement, or fee title and to determine the extent of the interest of the public in the title. A notice of intent to survey an existing highway shall be sent to all known abutting landowners by certified mail. In performance of the survey, the agency or selectmen shall attempt to determine from all available evidence, the type of highway, its location on the ground, its width, and the record title holder. The survey shall be based on all available evidence including survey descriptions, original survey bills, plats, plans, maps, photographs, discontinuances, court documents, Public Service Board orders, actions by the selectmen, existing monumentation, present road location, nearby intersections, topography, vegetation, past and current use patterns, and other additional information generally relied on by land surveyors. The surveys shall be carried out in accordance with the provisions of chapter 45 of Title 26.

(c) If, during the performance of the survey process under this section, the location or limits, or both, of the right-of-way, easement, or fee title cannot be determined on the ground from the available evidence, the agency or the selectmen may instead cause a survey to be made of the centerline of the existing traveled way and a width of one and one-half rods on each side of the centerline shall be assumed and controlled for highway purposes.

(d) Once a survey is completed, the Agency or selectmen shall cause the right-of-way, easement, or fee title to be monumented in accordance with the survey plat and in such a manner that will allow its limits to be readily apparent to all adjacent property owners. Monumentation shall be permanent and shall include not less than two intervisible monuments located on, within, or adjacent to the highway limits. Intervisible monuments

shall be at intervals of not more than 200 meters. All monuments shall be referenced to the Vermont State Plane Coordinate System in accordance with applicable statutes and standards in effect.

(e) The Agency or selectmen shall have the survey placed on record in the town Clerk's office in each town in which the survey is performed. The record shall include, but not be limited to, survey plats prepared and filed in accordance with 27 V.S.A. §§ 1401-1406, a written description of the survey, and an opinion naming the record title holder. The description and plat shall include coordinates referenced to the Vermont State Plane Coordinate System. All recorded or filed material shall be indexed.

(f) Notice of the completion of the survey shall be sent to all known abutting landowners by certified mail, not less than 30 days before the survey results are filed with the appropriate town Clerk, together with notice of statutory rights of appeal and damages.

(g) Upon recordation of the survey and upon final disposition of statutory appeals, all abutting and surrounding lands outside the limits of the survey shall be deemed discontinued, unless any rights deemed necessary are expressly reserved and clearly shown on the recorded survey plat. Title to the discontinued property shall belong to the owners of the abutting lands. If it is located between the lands of two different owners, it shall be returned to the lots to which it originally belonged, if they can be determined; if not, it shall be equally divided between the owners of the lands on each side.

(h) Damages. A property owner aggrieved by a survey may seek damages for the loss of property or for the loss of an interest in property. (Added 1985, No. 269 (Adj. Sess.), § 1; amended 1993, No. 195 (Adj. Sess.), § 1.)

The Vermont Statutes Online

Title 19 : Highways

Chapter 001 : State Highway Law; General Transportation Provisions

(Cite as: 19 V.S.A. § 34)

§ 34. Appeal from survey

(a) A person who has title to land abutting to a highway that is surveyed by the agency or the selectmen and who is dissatisfied with the survey may appeal the results of the survey in the superior court in the county in which the affected property is located. Any such appeal must be brought within 120 days from the date the results of the survey are filed with the town clerk. The results of the survey shall be binding against any property owner who does not appeal within the 120-day period.

(b) On a motion of a person, or the agency, or upon order of the court, any person who has a legally recorded interest in the property that is the subject of the superior court action may be joined as a party at any time before final determination, upon such terms as the court may prescribe. (Added 1985, No. 269 (Adj. Sess.), § 1; amended 1993, No. 195 (Adj. Sess.), § 2.)

Memorandum

TO: For the Record

FROM: Dennis Lutz, P.E., Public Works Director

Aaron Martin, P.E., Director of Public Works Operations 

DATE: October 08, 2021

SUBJECT: Fleury Road Survey Acceptance

Issue:

The issue is whether the Selectboard will approve the survey of Fleury Road, and direct staff to acquire the necessary deeds to document the Fleury Road Right of Way.

Discussion:

Fleury Road has boundaries that are historically difficult to establish. The road is currently not depicted on the Town tax maps. However, the road exists as a Class 3 Town highway and has been a Town road since at least 1943. The road is .16 miles in length and has a U-shaped configuration. It is currently listed on the latest State Highway Map for Essex as Town Highway #708. The Town receives State aid for this roadway. The problem is that no survey or a layout of the highway has been recovered in the land records, documenting the width or location of the roadway on a set of drawings. In the absence of any documentation, as per 19 V.S.A. § 33 a (1), Public Works began the process of surveying this existing road per State Statute. The appropriate sections of State Statute have been provided for your reference.

This public hearing is part two of a two-part process for accepting the survey for Fleury Road. In April of this year, Staff began with a publicly warned meeting on site with all property owners with title to lands abutting the proposed survey of Fleury Road, to discuss the location and proposed boundaries of the survey. The Town Attorney and the Licensed Land Surveyor were present at this meeting, and all agreed with the proposed layout with a few alterations. The attached map depicts the proposed survey with the discussed changes. The intent is to accept the survey along the north side of the loop road being it currently has developed lots on this frontage. The southern portion of the loop road will be surveyed through this same process as property owners come in for future development along this section.

If the Selectboard approves the survey tonight, the next steps have been listed below.

1. Filing of the survey in the land records in accordance with Title 19 §33.
2. Monuments set in accordance with Title 19 §33.
3. Notice of completion shall be sent to all abutting landowners via certified mail with Title 19 §34, Notice of Appeal language, included.
4. Wait 120 days from either the recording date of the survey, letter of notice of completion or the selectboard hearing approval, whichever is the latest, for the appeal process to expire.
5. The Town Attorney will draft quit claim deeds finalizing the surveys convenience to or from the impacted landowners after appeal timeframe expires.

Recommendation:

Approve the survey of Fleury Road as per Title 19 of State Statute, and direct staff to acquire the necessary deeds from all abutters to document the Fleury Road Right of Way

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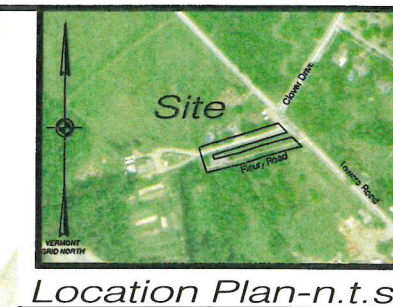
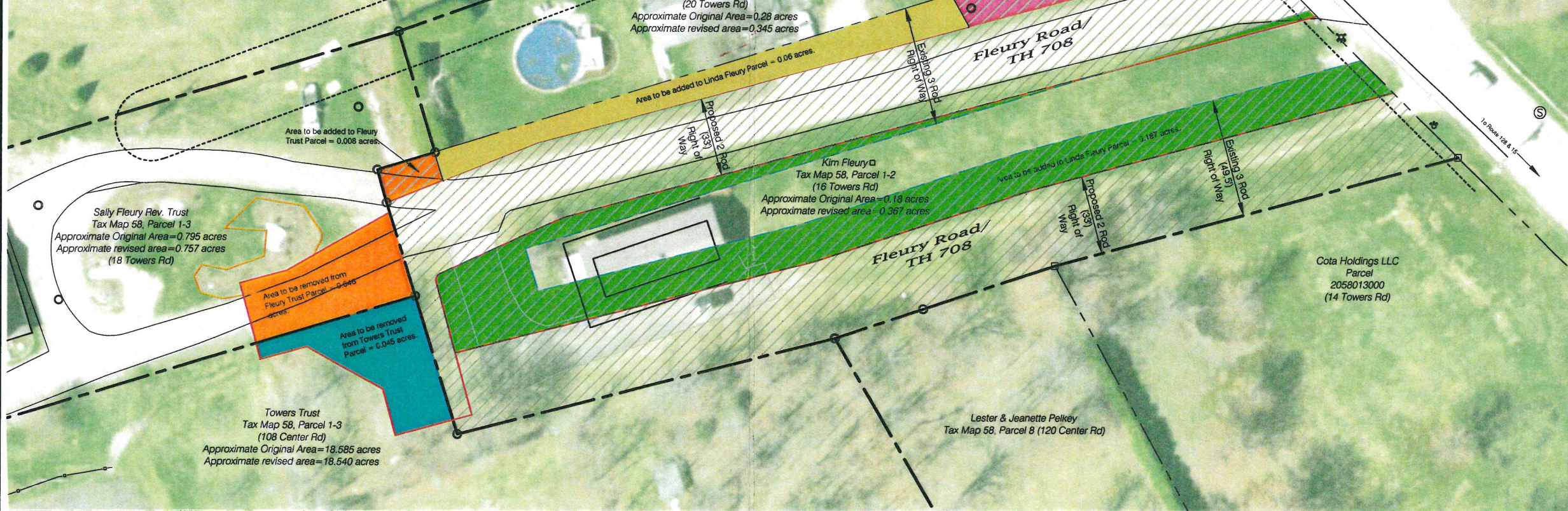
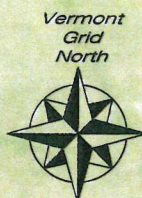
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Survey Notes

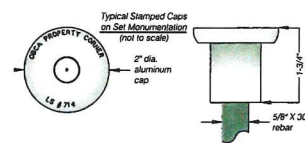
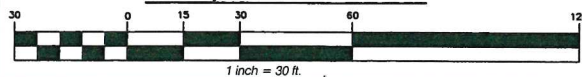
- This Property Survey has been compiled from field surveys and record evidence including the following plans:
 - "Property Line Agreement, Thomas & Yoshiko Blair", prepared by A.W. Harris & Associates, dated August 7, 1987 and filed in slide 245 of the Town of Essex Land Records.
 - "Plan of Warehouse Lot Owned by Stanley & Alice Fiske", prepared by Hoag & Associates Inc., dated November 10, 1959 and filed in Book 72 Page 266 of the Town of Essex Land Records.
 - "Plan to show Surveys for Goddette Brothers & Senule & Midkiss Cornet", prepared by Franklin Dewar C.E., dated October 1, 1926 and filed in Book 36 Page 188 of the Town of Essex Land Records.
 - "Plan to show Locations of Easements, Whiting Milk", prepared by Franklin Dewar C.E., dated November 18, 1926 and filed in Book 36 Page 245 of the Town of Essex Land Records.
 - "Two-Lot Subdivision Plat, Jeffrey & Dawn Lyon", prepared by Lamoureux & Dickinson Consulting Engineers, Inc., last revised February 13, 2009 and filed in slide 447 of the Town of Essex Land Records.
 - "Boundary Line Adjustment Plat, John & Beverly Hill and Jeffrey & Dawn Lyon", prepared by Lamoureux & Dickinson Consulting Engineers, Inc., last revised November 15, 2006 and filed in slide 432 of the Town of Essex Land Records.
 - "Survey Plat, Essex Square", prepared by Pinkham Engineering Associates, Inc., last revised August 14, 1992 and filed in slide 275 of the Town of Essex Land Records.
 - "A Lot Subdivision for Donald Matthews", prepared by John Marsh, L.S., last revised February 26, 1979 and filed in slide 94 of the Town of Essex Land Records.
 - "Site Plan on Cota Property", prepared by Warren Robenstien L.S., dated August 1994 and filed in slide 309 of the Town of Essex Land Records.
 - "Site Plan Showing Boundary Line Agreement, Henry & Shirley Cota and Lester & Jeanette Pelkey", prepared by Warren Robenstien L.S., dated September 1996 and filed in slide 309 of the Town of Essex Land Records.
 - "Plan of Burlington & Lamoille Railroad", dated July 1938, and filed in Book 42 Page 398 of the Town of Essex Land Records.
 - "Boundary Survey Prepared for Pelkey Property Holdings, LLC", prepared by David Peelman, L.S., dated October 6, 2014 and filed in slide 471 of the Town of Essex Land Records.
 - "Plat of Property Owned by Fran Pelkey", prepared by John Marsh, L.S., dated May 1976 and filed in slide 102 of the Town of Essex Land Records.
 - "Boundary Line Adjustment, Sally Fleury Trust & Towers Trust", prepared by O'Leary-Burke Civil Associates, PLC, dated September 17, 2012 and filed in slide 461 of the Town of Essex Land Records.
- Bearings are based on Vermont Grid computed from GPS observations made on May 16, 2012, March 28, 2013 and August 22, 2018 from a Trimble R6 GPS Unit with differential correction from Vermont CORS Burlington and St Albans.
- Survey methods employed (total station) and the resulting error of closure/precision ratio, meet or exceed minimum precision requirements for Urban Surveys as outlined in, "Standards for the Practice of Land Surveying", adopted by the Vermont Board of Land Surveyors, effective 01/07/2013.
- There may be additional easements, restrictions, and/or reservations not shown hereon that may or may not be found in the Town of Essex Land Records.
- This survey depicts the property lines of Fleury Road based on the Town of Essex Land Records as of November 5, 2018.
- This plat is for the depiction of boundaries based upon V.S.A. Title 26 Chapter 45 § 2502 (3) a-c and (4) a-e. Any information identified graphically or noted on this plat which is outside the scope and expertise of a Vermont Licensed Land Surveyor as outlined in the statutes herein referenced to, is not warranted to be correct and is not covered by the certification contained herein.
- Where conflicts between physical evidence and written evidence are substantial, deed and/or documents should be executed to eliminate any color of title or conflict.
- The original Right of Way for Fleury Road is shown as 3 Rods wide (66') based upon dedication and acceptance and existing monuments and plat references.
- Limitation and encumbrances created by state and local permits for the parcel delineated hereon are not covered by the Land Surveyors Certification.
- This plat is for the identification of Right of Way of the Town of Essex. Other information is shown for both illustrative purposes and to offer assistance in the conclusions reached by this survey. Only the Boundary lines of the Right of Way of the Town of Essex are certified to, all others not warranted to be correct and are subject to revisions.



Legend

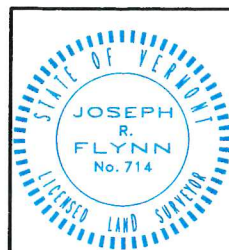
- | | |
|-----------------------------|----------------------------------|
| --- Boundary Line | □ Concrete/Marble Monument Found |
| --- Adjoining Property Line | ○ Found Iron Pipe/ Rebar |
| --- Easement Line | ● Set Iron Pipe/ Rebar |
| --- Overhead Utility Line | △ Calculated Point |
| | --- Utility/Guywire |

Graphic Scale



I hereby certify that the information shown hereon is correct to the best of my knowledge and belief and is based upon a collaboration of pertinent deeds, plats, parcel, and other recorded evidence. This plat was prepared in accordance with and complies with Vermont Statute Title 27, § 1403, (a) through (e).

Joseph R. Flynn, L.S. 714 Dated _____



DATE	REVISION	BY
SURVEY	☐ RECORD DRAWING ☐ PRELIMINARY	DATE
OBCA	☐ FINAL ☒ SKETCH/CONCEPT	06/24/2021
DESIGN		JOB#
OBCA		2020-85
DRAWN		FILE
JRF		2020-BS
CHECKED		FINAL-ROW
PJO		PLAN SHEET #
SCALE		ROW
1"=30'		

O'LEARY-BURKE
CIVIL ASSOCIATES, PLC

13 Corporate Drive
Essex, VT 05732
Phone: 878-9990
Fax: 878-9989
E-MAIL: poleary@olearyburke.com

Right of Way Plat
for
Fleury Road/TH708

Fleury Road - Essex, Vermont

Memorandum

To: Selectboard; Evan Teich, Unified Manager
From: Lt. Rob Kissinger, Police; Greg Duggan, Deputy Manager
Re: Public Nuisance and Dog Licensing and Control ordinances and warning of public hearing to consider final passage of ordinances
Date: October 15, 2021

Issue

The issue is whether the Selectboard will pass Chapter 6.11, Public Nuisance, and Chapter 4.04, Dog Licensing and Control, of the Town of Essex Municipal Ordinance with any desired amendments and authorize staff to warn a public hearing to consider final passage of the ordinance revisions on November 1, 2021.

Discussion

The Selectboard reviewed the proposed Chapter 6.11, Public Nuisance ordinance, and the proposed changes to Chapter 4.04, Dog Licensing and Control ordinances, on September 13, 2021.

The introduction of the Public Nuisance ordinance 6.11 will address incidents that have come up in the past that were not backed previously by ordinance. Some examples:

- Noise complaints.
- Disorderly Conduct.
- Alcohol – open containers.
- Public Urination.
- Solicitation.

The creation of the public nuisance ordinance will provide officers with another layer of options before pursuing criminal charges. The Public Nuisance ordinance will incorporate section 5.09 Open Fires and section 6.12 Public Indecency and remove them from their previous listed chapter.

The current Open Fires ordinance allows the fire department to issue fines for expenses incurred by the Fire Department. Those costs have been updates as recommended by the Town Fire Chief, Charles Cole.

The Dog Licensing and Control ordinance has not been updated since 1996. The following additions and / or revisions have been made to the ordinance:

- Previously failure to register a dog did not have a fine associated with the violation, dogs must wear a collar, revision.
- Falsifying documents with the purpose of misleading the breed of dog, new.
- Investigating a vicious dog complaint is outlined, revision.
- Define potentially vicious dog, new.
- Disturbance by sound defines a 15-minute period providing a measurable standard, revision.
- Running at large - dog must be on a leash on public property. When using sidewalks or in parking lots, must be on a leash no longer than 6 ft. Exemptions for not being leashed are listed, revision.
- Removal of dog waste, new.
- Confinement of animals, new.

Per the Town's ordinance adoption process, the Selectboard must pass a proposed ordinance and warn a public hearing before approved final passage of the ordinance.

If the Selectboard is prepared to pass the proposed ordinances on October 18, with or without changes, staff can warn a public hearing for November 1, 2021, after which the Selectboard can either adopt the ordinances or make changes and warn another public hearing.

Cost

Approximately \$300 to warn the public hearing notice.

Recommendation

Staff recommends the Selectboard pass the Public Nuisance and Dog Licensing and Control ordinances with any desired amendments and authorize staff to warn a public hearing to consider final passage of the ordinance revisions on November 1, 2021.

Chapter 6.11

Public Nuisance

Sections:

6.11.000	Authority
6.11.010	Purpose
6.11.020	Definitions
6.11.030	Disorderly Conduct
6.11.040	Excessive Sound
6.11.050	Public Urination / Defecation
6.11.060	Public Nudity
6.11.070	Soliciting – General Provisions
6.11.080	Soliciting - Regulations
6.11.090	Soliciting – Violations
6.11.100	Aggressive panhandling prohibited
6.11.110	Defacing Buildings, Structures and signs
6.11.120	Alcohol
6.11.130	Open Fires
6.11.140	Fireworks
6.11.150	Enforcement
6.11.160	Violations – Penalties
6.11.170	Severability

6.11.000 Authority.

- A. This ordinance is enacted pursuant to 24 V.S.A., Section 2291, et seq. It shall constitute a civil ordinance within the meaning of 24 V.S.A., Chapter 59.

6.11.010 Purpose.

- A. The purpose of this ordinance is to preserve the public health, safety and welfare by prohibiting general nuisance behavior, which is unreasonable or unsuitable for a particular time and place. Such behavior is detrimental to the peace and good order of the community. Typically, nuisance behavior disrupts the public peace and affects the quality of life within the Town of Essex.

6.11.020 Definitions.

- A. **Aggressive manner** shall mean any of the following:
- a. Approaching or speaking to a person, or following a person before, during or after soliciting if that conduct is intended or is likely to cause a reasonable person to fear bodily harm to oneself or to another or damage to or loss of property or otherwise be intimidated into giving money or other thing of value.
 - b. Continuing to solicit from a person or continuing to engage that person after the person has given a negative response to such soliciting.
 - c. Intentionally or recklessly touching or causing physical contact with another person or that person's property without that person's consent in the course of soliciting.
 - d. Intentionally or recklessly blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact.
 - e. Using violent, obscene or threatening gestures toward a person solicited.
 - f. Following the person being solicited, with the intent of asking that person for money or other things of value.
 - g. Speaking in a volume unreasonably loud under the circumstances.
 - h. Soliciting from anyone who is waiting in line.
- B. **Average sound level:** A sound level during a given period of time found by the general rule of combination of sound levels. Also called equivalent sound level.
- C. **Decibel (dB):** means a unit for measuring the volume of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).

D. **Fireworks**: shall mean any combustible or explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, including blank cartridges, toy pistols, toy cannons, toy canes, or toy guns in which explosives are used, balloons that are propelled by explosives, firecrackers, torpedoes, sky rockets, Roman candles, cherry bombs, or other fireworks of like construction and any fireworks containing any explosive or flammable compound, or any tablets or other device containing any explosive substance, except sparklers. The term "fireworks" does not include toy pistols, toy canes, toy guns, or other devices in which paper or plastic caps containing 0.25 grains or less of explosive compound are used, providing they are so constructed that the hand cannot come in contact with the cap when in place for use, and toy pistol paper or plastic caps that contain less than 0.2 grains of explosive mixture. The term "fireworks" does not include fixed ammunition for firearms, or primers for firearms. The term "sparkler" means a sparkling item that is in compliance with the United States Consumer Product Safety Commission regulations and is one of the following:

- a. A hand-held wire or wood sparkler that is less than 14 inches and has no more than 20 grams of pyrotechnic mixture; or
- b. A snake, party popper, glow worm, smoke device, string popper, snapper, or drop pop with no more than 0.25 grains of explosive mixture.

Cross References:
See 20 V.S.A. § 3131.

- E. **Food**: shall have its usual and ordinary meaning and shall include all items designed for human consumption, including, but not limited to, candy, coffee, gum, popcorn, hot dogs, sandwiches, peanuts, soft drinks and dairy products.
- F. **Instantaneous maximum sound**: means either a single pressure peak or a single burst (multiple pressure peaks) that has duration of less than one second.
- G. **Merchandise**: shall have its usual and ordinary meaning, including, but not limited to, such items as tools, clothing, furniture, toys, and appliances.
- H. **Mobile ice cream vendor**: means a person, firm or corporation, either as a principal or agent, which engages in the mobile vending of ice cream and/or frozen novelty items for immediate human consumption.
- I. **Mobile vending**: means offering food, merchandise or services for sale to the general public from a vehicle, conveyance, or a nonpermanent structure or place of business.
- J. **Mobile vendor**: means the person, firm or corporation, either as a principal or agent, which engages in mobile vending as defined herein.
- K. **Nudity**: shall mean the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering, or the showing of the female breast with less than a fully opaque

covering of any portion of the nipple, or the depiction of covered male genitals in a discernibly turgid state.

- L. **Open beverage container**: A container, bottle, can or vessel containing malt or vinous beverages or spirituous liquors, which is opened.
- M. **Plainly audible**: shall mean any sound that can be detected by a person using his or her unaided hearing faculties. The detection of the rhythmic base component of the music is sufficient to constitute a plainly audible sound.
- N. **Premises**: shall mean any building, structure, land, utility or portion thereof, including all appurtenances, and shall also include yards, lots, courts, inner yards and real properties without buildings or improvements, owned or controlled by a person.
- O. **Property line** shall mean that real or imaginary line and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned or controlled by another person. The vertical and horizontal boundaries of a dwelling unit in a multi-dwelling-unit building, condominium, or townhouse complex shall not be considered property lines separating one (1) premises from another.
- P. **Public celebration**: means Independence Day activities or any other time of public celebration designated by the municipality, such as Memorial Day or such events as sidewalk sales, parades, and street fairs which are officially authorized by the legislative body.
- Q. **Public Place**: shall mean any bridge, culvert, roadway, street, square, fairground, sidewalk, alley, playground, park, or school property or other place open temporarily or permanently to the public or general circulation of vehicles or pedestrians within the Town of Essex.
- R. **Receiving Property**: The location that is receiving the sound in question.
- S. **Sample period**: shall mean 15 minutes of continuous monitoring.
- T. **Services**: shall have its usual and ordinary meaning and shall include the performance of any act done for compensation, including, but not limited to the acts of cleaning, repairing, entertaining, delivering, advising, adjusting, moving, insuring, protecting, and/or maintaining.
- U. **Solicitation or Soliciting**: shall mean asking for money or objects of value, selling, offering or exposing for sale, or trading, dealing, or trafficking in any personal property, food, merchandise, or service, either at wholesale or retail, in the town by going from house to house, business to business, or from place to place or by indiscriminately approaching individuals, businesses, or organizations, including sales by sample or for future delivery.
- V. **Solicitor**: means the person, firm or corporation, either as a principal or agent, which engages in solicitation as defined herein.

- W. **Sound measurement standards:** Sound shall be measured in accordance with standards specified by the American National Standards Institute (ANSI).
- X. **Source premises:** shall mean the premises (residential, commercial, industrial, or public) as listed in Table A that is emitting ***Sound*** that is crossing one (1) or more property lines and impacting the receiving property.
- Y. **Sponsor:** Any individual, business or organization with which a solicitor or peddler is economically affiliated, in relation to soliciting, in an employer-employee, master-servant, independent contractor, agency, joint venture of similar arrangement.
- Z. **Standard working day:** means Monday through Friday, 8:00 a.m. to 5:00 p.m., except weekends and holidays.
- AA. **Unreasonable Sound:** shall mean any excessive or unusually loud sound which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a reasonable person of normal sensibilities.

6.11.030 Disorderly Conduct

- A. No person in a public place shall behave in a rude or disorderly manner or use indecent, profane, or insulting language with the intent to annoy or disturb another person.
- B. No person shall make graffiti, indecent figures, letters, words or write indecent or obscene words upon a fence, building, sidewalk, or public place.
- C. No person, shall, by sound, gesture, or other means, wantonly and designedly frighten a horse in a street or other public place.
- D. No person shall throw stones or other missiles in or upon a public street, common, or other ground belonging to the municipality.

*Cross References. Breach of the Peace,
See, Disorderly Conduct 13 V.S.A. § 1026.*

6.11.040 Excessive Sound

- A. General Prohibition:
- a. It shall be unlawful for any person to make or cause to be made, assist in making or continue any excessive or unreasonable loud sound. Sound shall be deemed unreasonable when it disturbs, injures, or endangers the comfort, peace or health of a person in the immediate vicinity of the sound disturbance.

- b. It shall be considered a sound disturbance and public nuisance provided the sound source is plainly audible from the receiving property line.

B. Express Prohibitions:

- a. The following acts, which enumerations shall not be deemed to be exclusive, are declared to be sound disturbances:
 - i. Operating or permitting the use or operation of radios, television sets, musical instruments, phonographs and similar devices. The operation or permitting the use or operation of any musical instrument, radio, television, phonograph, or other device for the production or reproduction of sound in such a manner as to be plainly audible through walls between units within the same building, from another property or from the street between the hours of 10:00 p.m. and 7:00 a.m. or in such a manner as to unreasonably disturb the peace, quiet or comfort of the public.
 - ii. The operation or permitting the operation of any radio, stereo or other sound amplification equipment from a motor vehicle that is audible at twenty-five (25) feet from such vehicle. The term "motor vehicle" shall mean any car, truck, or motorcycle.
 - iii. Parties and other social events. Notwithstanding section (a)(i), it shall be unlawful for any person who is participating in a party or other social event to actively make unreasonably loud sound. A party or other social event is defined as a gathering upon the premises of one or more persons not residing at the premises. Unreasonably loud sound is sound that unreasonably interferes with the peace or health of members of the public or is plainly audible between the hours of 10:00 p.m. and 7:00 a.m. through the walls between units within the same building, from another property or from the street. It shall also be unlawful for any resident of a premise to allow a party or other social event occurring in or about the premises to produce unreasonably loud sound. There is a rebuttable presumption that all residents of the premises have allowed such party or other social event to occur in or about the premises. All residents of the premises are responsible for such unreasonable sound made, each having joint and several liability.
 - iv. Machinery. The operation or permitting or directing the operation of any power equipment or machinery outdoors between the hours of 9:00 p.m. and 7:00 a.m. except in emergency situations, ex: Construction sound. The excavation, demolition, erection, construction, alteration or repair of any premises or structure between the hours of 9:00 p.m. and 7:00 a.m. except in emergency situations.
 - v. Loudspeakers, amplifiers. The use of loudspeakers or other sound amplification equipment upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or site.

- vi. The removal of household and commercial trash by authorized commercial trash haulers utilizing mechanized conveyances between the hours of 9:00 p.m. and 7:00 a.m. is prohibited.
- vii. Defect in vehicle or operation of a vehicle. The operation of an automobile or motorcycle which creates squealing, squealing of tires, loud and unnecessary grating, grinding, exploding type, rattling or other sounds.
- viii. Dogs, cats and other animals. The keeping of any dog, cat or other animal which shall become a nuisance to another person in the vicinity where such dog, cat or other animal is kept, by frequent or continued barking, howling, yelping or screaming.

C. Prohibitions for Non-Residential Uses

- a. It shall be a violation of this section for anyone to create or allow the creation of sound not otherwise specified under General Provisions, in excess of the following stated limits during the stated time periods for the sound generated on the properties being used for other than residential purposes.
- b. Sound measurements shall be made at the property line.
- c. This standard shall not apply to the unoccupied receiving properties.
- d. Sound level measurements shall be taken with a sound level meter meeting the minimum American Standards Institute (ANSI) requirements for Type I or Type II accuracy, and shall have a fast response setting.
- e. Nothing in this section shall prevent the Town of Essex from imposing additional sound control measures beyond that needed to reach the limits below.

Table A: Allowable Sound Levels (in dB) with Time of Day Allowance

	Receiving Premises				
	Residential	Sample Period (15 mins)		Instantaneous Maximum (db)	
Source Premises		7am-10pm	10pm-7am	7am-10pm	10pm-7am
Residential		60	55	80	60
Commercial		65	60	80	60
Industrial		80	75	90	70

D. Exemptions:

a. Sound from the following sources shall be exempt from the prohibitions specified herein:

- i. Any person or organization that has obtained a sound waiver from the Town of Essex. (Parade, block parties, fireworks, etc.)
- ii. All safety signals and warning devices or any other device used to alert persons to any emergency or used during the conduct of emergency work, including, but not limited to, police, fire and rescue vehicle sirens.
- iii. The repair and maintenance to the Town of Essex facilities, services, or public utilities when such work must be accomplished outside of daytime hours.
- iv. Any construction activity that has obtained approval from the Town of Essex to occur between the hours of 9:00 p.m. and 7:00 a.m. and that is deemed to be in the best interest of public health, safety, and welfare.
- v. Equipment for maintenance of lawn and grounds during the hours of 7:00 a.m. to 9:00 p.m. (including but not limited to lawn mowers, hedge trimmers, weed trimmers, chain saws, snow blowers and leaf blowers) assuming they are properly muffled.
- vi. Snow removal equipment operated within the manufacturer's specifications and in proper operating condition.
- vii. Musical, recreational, and athletic events conducted by and on the site of a school or educational institution or is sponsored by the Town of Essex, state or federal government.
- viii. Events and activities conducted by or permitted by the Town of Essex. Persons operating an event or activity under authority of an entertainment permit, parade/street event permit, solid waste license, or parks special use permit shall comply with all conditions of such permits or licenses with respect to sound control issues.
- ix. Construction or repair work which must be done to address an emergency health or safety concern and that cannot be accomplished during daytime hours and is not work which includes normal maintenance and repair.
- x. Sound associated with standard agricultural operations.
- xi. Sounds created by bell, carillons, or chimes associated with specific religious observances.
- xii. The use of firearms when used for hunting in accordance with state Fish and Wildlife laws.

E. It shall be a violation of this section for anyone to create or allow the creation of sound not otherwise specified under General Prohibitions or Expressed Prohibitions, in excess of the sample

period (15 continuous minutes) for sound generated on properties being used for other than residential purposes. Refer to Table A.

- a. Sound measurements shall be made at the property line of the receiving premises.
 - b. Sampling will be conducted with a sound level instrument using sound measurement standards. (American National Standards Institute (ANSI))
- F. Notification by property owners of rental housing. Owners of rental housing shall be required to provide a copy of this section to a tenant at the start of the tenancy. However, the failure of an owner to provide a copy of the ordinance shall not be a defense to a violation of this section.

*Cross References. Breach of the Peace; Disturbances.
See Noise in the nighttime 13 V.S.A. § 1022;
See Disorderly conduct 13 V.S.A. § 1026.*

6.11.050 Public Urination / Defecation

- A. No person shall urinate or defecate on any street, sidewalk, parking lot, recreational path, in a park or other public place.

6.11.060 Public Nudity

- A. No person shall knowingly or intentionally in a public place:
- a. Engage in sexual intercourse.
 - b. Appear in a state of nudity.
 - c. Fondle his/her genitals.
 - d. Fondle the genitals of another person.
 - e. Fondle his/her breasts.
 - f. Fondle the breasts of another person.
- B. No person who owns, leases or controls property shall knowingly allow any person to engage in the conduct described in subsection (A) of this section at any time such property is open to the public.

*Cross References. Obscenity.
See Obscenity 13 V.S.A. § 2801 et seq.*

6.11.070 Soliciting General Provisions

- A. **Purposes:** To regulate the activities of solicitors and peddlers within the Town of Essex for the protection of the public health, safety, welfare, and convenience, and to protect the residents of the Town of Essex from unscrupulous, fraudulent, and immoral business practices.
- B. **Exclusions :** This ordinance shall not be construed as impairing the rights conferred by 24 V.S.A. Section 2181. (Sale of Produce. Owners and renters of land shall have the right to vend or sell all products of such land without obtaining licenses from such towns).

6.11.080 Soliciting - Regulations

- A. No solicitor shall conduct business without first obtaining a permit from the Town of Essex Clerk office.
 - a. The following information shall be gathered:
 - i. The full name, address and telephone of the group, business or organization.
 - ii. The full name, address and telephone of a contact person for the group, business or organization.
 - iii. The purpose of the solicitations to be conducted in the Town of Essex.
 - iv. The description of services, food or merchandise being offered for sale.
 - v. A list of the full names, contact information and identification of the persons acting on behalf of the group, business or organization and the dates and times during which they will be soliciting in the municipality.
 - vi. The license plate and description of the vehicle used in transporting persons who will be soliciting.
- B. Persons acting on behalf of the group, business or organization qualifying under this subsection shall always during the solicitations wear identification clearly showing their affiliation with said group or organization.
- C. Sound. No solicitor or peddler shall shout, cry out, or use any sound-making device (including horns, bells, loudspeakers, sound amplifying systems) from the town's streets, sidewalks, or other public property in a manner which unreasonably disturbs the peace or constitutes a public nuisance.
- D. Offensive Practices. No solicitor or peddler shall physically accost, restrain or otherwise interfere with the free movement of any individual during the course of the solicitor's or peddler's activities.
- E. Conduct on Private Property. No solicitor or peddler shall enter upon private property which contains a sign or other notice that soliciting is prohibited. Solicitors and peddlers shall promptly depart from private property upon the request of the owner or resident thereof.
- F. Hours: No solicitor or peddler shall solicit between the hours of 9 p.m. and 7 a.m.

6.11.090 Soliciting – Violations

- A. Failure to comply with any of the above requirements, or the following, shall be a violation of this chapter:
 - a. Failure to obtain a permit.
 - b. Parking regulations as contained Title 7.

- c. Shall not, by causing a congregation of people, obstruct the passage along any sidewalk, street, alley or parking lot, annoy, injure or endanger the public safety, health, or comfort; nor unreasonably disturb the peace.
 - d. Shall not sell on the street side of the vehicle or conveyance.
 - e. Shall comply will all clauses and regulations of State of Vermont Department of Health regarding food handling.
 - f. Shall not misrepresent facts to the town clerk / police department or to the public.
 - g. Shall not sell, operate or supply any good or service unless properly licensed by the state and/or county.
 - h. Shall not shout, cry out, or use sound making devices (including horns, whistles, bells, loudspeakers sound amplification systems).
 - i. Shall not physically accost, restrain or otherwise interfere with the free movement of any individual.
 - j. Shall not enter upon private property that contains a sign or notice that soliciting is prohibited. Solicitors shall also promptly leave when requested by the owner or resident.
 - k. Shall comply with all requirements enumerated in this chapter.
- B. Violations will be issued in a manner described in 6.11.160 of this chapter.
- C. Violations may be cause for the Town Clerk to revoke the permit and privileges to solicit.

6.11.100 Aggressive panhandling prohibited

- A. The Town of Essex finds that aggressive begging, panhandling, or solicitation negatively affects the following significant governmental interests set forth herein. This law is intended to promote these governmental interests and combat the negative effects of aggressive begging, panhandling or solicitation. It is not intended to limit any persons from exercising their constitutional right to solicit funds, picket, protest or engage in other constitutionally protected activity.
- a. Protection of citizens from physical threats or injury and from damage to property.
 - b. Prevention of harassment and intimidation of members of the public.
 - c. Prevention of violent crime.
 - d. Traffic control and public safety.
 - e. Orderly movement of traffic and pedestrians.
 - f. Provision and maintenance of a safe, aesthetically attractive environment in areas designed to attract tourist revenue.

6.11.110 Defacing Buildings, Structures and Signs

- A. No person shall apply or cause to be applied any paint, varnish, lead, crayon, wax, ink, dye or other indelible substance, nor shall any person carve, chisel or write any figure or letter on the exterior or interior walls or on the windows of any building or structure or deface or any sign or signal without having authority from the owner or authorized agent.

*Cross References. Trespass and Malicious Injuries to Property.
See, Unlawful Mischief 13 V.S.A. § 3701;*

See, Interference with devices or signals 23 V.S.A. § 1028.

6.11.120 Alcohol

- A. No person shall have constructive or actual possession of an open beverage container in any public place or in any motor vehicle located in a public place.
- B. No person shall consume the contents of an open beverage container in any public place or in any motor vehicle in a public place.
- C. Notwithstanding subsections (1) to (2) hereof, it shall not be unlawful to possess an open beverage container or to consume the contents where permits have been issued by the Town of Essex.
- D. Violations of this section are punishable by the penalties listed below. However, the penalty shall be waived upon the successful completion of a restorative or reparative justice program through the Community Justice Center.

*Cross References. Operation of Vehicles,
See, Open Container 23 V.S.A. § 1134(a)*

6.11.130 Open Fires

- A. Burning materials other than brush, grass, natural unpainted, unstained, untreated dimension lumber and wood products is not allowed in the Town of Essex.
- B. Materials such as tires, solid waste, composite materials, treated, painted or stained, pressure treated materials, other like materials and/or trash are specifically prohibited.
- C. Residents wishing to burn brush, grass, natural unpainted, unstained, untreated dimension lumber, wood products shall obtain a permit online at <https://essexvt.burnpermits.com/> or from the Essex Police Department prior to burning. The times of burning will be allowed by the fire warden or fire chief.
- D. Individuals with a valid permit are responsible for control of the fire at all times preventing its escape from their property. Fires must have extinguishment resource within twenty (20) feet of the fire. Fires must be ten (10) feet away from a structure and must be built where they will not escape.
- E. Cooking or outdoor fireplaces are allowed with proper fuels to include charcoal, firewood, liquid propane (LP) or natural gas.
- F. This prohibition shall not include training exercises by the Essex Junction Fire and Essex Town Fire Departments. The Legislative body, with the concurrence of the Essex Town Fire Chief, may

approve a burn permit for a community event provided that the Essex Town Fire Department is present.

6.11.140 Fireworks

- A. Except as hereinafter provided it shall be unlawful for any person, firm, co-partnership or corporation to offer for sale, expose for sale, sell at retail or wholesale, possess, use or explode any fireworks; and it shall also be unlawful for any person, firm, co-partnership or corporation to transport fireworks except in interstate commerce.

*Cross References. Internal Security and Public Safety,
See, Fireworks, 20 V.S.A. § 3132 et seq.*

6.11.150 Enforcement

- A. This is a civil ordinance and shall be enforced in accordance with 24 V.S.A. § 1974a et seq. and 1977.

6.11.160 Violations – Penalties

- A. Any person in violation of any provisions of this chapter shall be considered a civil violation. If any violation continues, each day shall constitute a new violation. Offenses shall be counted on a calendar year basis.

a. Waiver Fees

An issuing municipal official is authorized to recover a waiver fee, in lieu of a civil penalty, for any person who declines to contest a municipal complaint and pays the following waiver amount for each violation:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$200.00
Fourth and subsequent Offense	\$400.00

- *Fire calls only - fine plus fire department expense up to \$800.00*

b. Civil Penalties

An issuing municipal official is authorized to recover civil penalties in the following amounts for each violation:

First Offense	\$100.00
Second Offense	\$200.00
Third Offense	\$400.00
Fourth and subsequent Offense	\$800.00

- *Fire calls only - fine plus fire department expense up to \$800.00.*

- c. Fire Department expenses
 - i. Fire Engine \$200.00 per hour including crew.
 - ii. Tanker \$125.00 per hour including crew.
 - iii. Utility vehicles \$75.00 per hour including crew.

- B. In addition to the enforcement procedures available before the Judicial Bureau, the Manager or their designee is authorized to commence a civil action to obtain injunctive and other appropriate relief, or to pursue any other remedy authorized by law.

6.11.170 Severability

- A. If any portion of this ordinance and any amendments made hereto are held unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance and amendments made hereto shall not be affected and shall remain in full force and effect. If any statute referred to in this ordinance shall be amended this ordinance shall be deemed to refer to such statute as amended.

Chapter 4.04

DOG LICENSING AND CONTROL

Sections:

4.04.000	Authority
4.04.010	Purpose
4.04.020	Definitions
4.04.030	License Requirements
4.04.040	Falsifying Documents
4.04.050	Investigation of Vicious Dogs
4.04.060	Potentially Vicious Dogs
4.04.070	Dog Bites
4.04.080	Disturbance by sound
4.04.090	Running at Large
4.04.100	Dog Waste
4.04.110	Impoundment—Contracting for services
4.04.120	Impoundment—Authorized when—Notice to owner
4.04.130	Impoundment—Release conditions
4.04.140	Unclaimed Dogs—Disposition
4.04.150	Unclaimed Dogs—Owner responsible for costs
4.04.160	Interference with Impoundment
4.04.170	Confinement of Animals
4.04.180	Enforcement
4.04.190	Violations - Penalties
4.04.200	Severability

4.04.000 Authority

- A. This ordinance is enacted pursuant to 24 V.S.A. § 2291, et seq. and 20 V.S.A. § 3549. It shall constitute a civil ordinance within the meaning of 24 V.S.A., Chapter 59.

04.04.010 Purpose

- A. The purpose of this ordinance is to regulate the keeping of dogs and wolf hybrids and to provide for their leashing, muzzling, restraint, impoundment and destruction, in order to protect the public health and safety of the Town and preserve the quiet enjoyment of its residents' homes and properties.

4.04.020 Definitions

Used in this chapter, unless the context indicates otherwise:

- A. Dog: shall mean an animal of the canine species, and wolf-hybrid as defined in 20 V.S.A. § 3541.

- B. **At large:** means off the premises of the owner except for those areas as defined in subsection B of 4.04.080, and not under the control of the owner, a member of their immediate family, or an agent of the owner, by leash, cord or chain so that at all times the dog may be prevented from causing any damage, disturbance, nuisance or annoyance.
- C. **Municipal official:** shall mean Animal Control Warden of the Town of Essex or any police officer; deputy sheriff; or any person designated by the Town of Essex for the control of dogs.
- D. **Owner:** means any person who has actual or constructive possession of a dog. The term also includes those persons who provide food and shelter to a dog.
- E. **Premises:** means the home and real property of the dog owner.
- F. **Potentially Vicious Dog:** shall mean a dog running at large that inflicts minor injuries on a person not necessitating medical attention; chases in a menacing manner, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself, its offspring, another domestic pet or animal or a person from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.
- G. **Vicious Dog:** shall mean a dog, which causes bodily injury by attacking, biting or previously bitten or endangered the safety of a person or other domestic animal on any public or private property, unless the person is trespassing on the property of another animal, was protecting or defending itself, its offspring, another domestic pet or animal or a person from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.

4.04.030 License requirements

- A. Dogs must be registered and licensed annually in accordance with the Town Clerk's Office, pursuant to 20 V.S.A. § 3581.
- B. All dog owners shall obtain and be required to demonstrate proof of current rabies vaccinations, a certificate or a certified copy thereof signed by a duly licensed veterinarian as a requirement of the annual license application.
- C. All dogs must wear a collar or harness with current license attached. Any dogs visiting from another town, city or state must wear a collar or harness with current license of said jurisdiction. A dog that is found to be without a collar or harness and license shall be in violation of this ordinance.

4.04.040 Falsifying documents

- A. No owner shall knowingly present false documentation to the Town Clerk's Office with the purpose of misleading the breed of the dog. This shall also apply to proof of rabies vaccination certificates.

4.04.050 Investigation of vicious dogs

- A. When a dog has bitten a person while the dog is off the premises of the owner or keeper, and the person bitten requires medical attention for the attack, such person may file a written complaint with the Legislative Body for the Town of Essex. The complaint shall contain the time, date and place where the attack occurred, the name and address of the victim or victims, and any other facts that may assist the legislative body in conducting its investigation required by subsection (B) of this section.
- B. The legislative body, within seven (7) days from receipt of the complaint, may request the police department to investigate the charges and hold a hearing on the matter. If the owner of the domestic pet or wolf-hybrid which is the subject of the complaint can be ascertained with due diligence, said owner shall be provided with a written notice of the time, date and place of hearing and the facts of the complaint.
- C. If the dog is found to have bitten the victim without provocation, the legislative body for the Town of Essex shall make such order for the protection of persons as the facts and circumstances of the case may require, including, without limitation, that the domestic pet or wolf-hybrid is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent by certified mail, return receipt requested. A person who, after receiving notice, fails to comply with the terms of the order shall be subject to the penalties provided in 20 V.S.A. § 3550.
- D. The procedures provided in this section shall apply if the dog is not a rabies suspect. If a member of the legislative body or a municipal official designated by the legislative body determines that the animal is a rabies suspect, the provisions of 20 V.S.A. Chapter 193, Subchapter 5, and the rules of the department of health shall apply, the terms and conditions set forth in the legislative body's order shall be enforced.

*Cross reference. General Provisions,
See 20 V.S.A. § 3546; Penalties,
See 20 V.S.A. § 2550; Control of Rabies,
See 20 V.S.A. § 3801-3813.*

4.04.060 Potentially Vicious Dogs

- A. A person claiming a dog is a "potentially vicious dog" may file a written complaint with the legislative body. The complaint shall contain the time, date and place where the alleged behavior occurred, an identification of the domestic pet or animal threatened or attacked; the name and address of any victim or victims, and any other facts that may assist the legislative body in conducting its hearing.

- B. A municipal official upon discovery of a potentially vicious dog may also file a written complaint with the legislative body of the legislative body. Upon receipt of a “potentially vicious dog” complaint the legislative body may proceed as in the case of a “vicious dog” complaint with the exception that if the legislative body determines that the behavior classifies the dog as “potentially vicious” the legislative body may order any protective measures be taken absent the dog being humanely destroyed.

4.04.070 Dog Bites

- A. No person shall permit or cause any dog to cause bodily injury to a person or other domestic animal.

4.04.080 Disturbance by sound

- A. No person shall keep or harbor a dog that disturbs the quiet, comfort and repose of others by frequent or long continued barking, whining, calling, or howling that disturbs the comfort or repose of persons in the vicinity for a continuous period of 15 minutes or more. *“This regulation shall not apply to dogs in a kennel or boarding facility which has received a zoning permit under the Town of Essex - Zoning Regulations. The zoning permit will govern the use of the kennel or boarding facility.”]*

4.04.090 Running at large

- A. No owner shall permit or cause any dog to go at large off the premises on any public or private property within the Town of Essex. Dogs shall be restrained by leash, cord or chain. All dogs using a town sidewalk, recreational or bicycle path, and parking areas must be leashed on a leash that is no longer than six (6) feet.
- B. Exemptions - Dogs shall be under control of the owner, but may be unrestrained by leash, cord or chain:
 - 1. In Saxon Hill Forest, except for the parking areas.
 - 2. In undeveloped area of Indian Brook Park, which includes any areas except for the following: boat launch area, boat launch parking area, upper parking lot, lower parking lot, dam and beach area, and picnic area on east side of Indian Brook Dam and must be 300 yards away from the parking lots on a trail system before being unleashed.
 - 3. In the dog park located at 111 West Street, according to the regulations for use of the park.
 - 4. While hunting with the owner.

4.04.100 Dog Waste

- A. A dog that defecates in any public area or on the private premises of another person and whose owner does not immediately remove the fecal material and dispose of it in a sanitary manner is in violation of this ordinance.

4.04.110 Impounding—Contracting for services

- A. The legislative body may enter into a contract or contracts with persons or firms for impoundment services and enforcement of this chapter.

4.04.120 Impounding—Authorized when—Notice to owner

- A. Any dog may be immediately impounded if the dog:
 - 1. Has been determined by a municipal official to be a “potentially vicious dog” which presents an imminent danger to people or other animals.
 - 2. Has reportedly bitten a person off or on the premises of the owner.
 - 3. Is in violation of state licensing law.
 - 4. Has an unknown rabies vaccination history or is suspected of having been exposed to rabies.
 - 5. Is running at large.
 - 6. Is found without a collar or a harness.
- B. A municipal official who impounds a dog shall, within twenty-four hours, given notice to the owner thereof either personally, by telephone, email or by regular mail postage to the owner’s last known address. Such notice shall inform the owner of the violations, the dog’s location, and the necessary steps to have it returned to the owner.

4.04.130 Impoundment—Release conditions

- A. Impounded dogs shall be released to the owner only after payment of all penalties and impoundment fees (including, but not limited to, boarding, food, and veterinary expenses), the final disposition of a potentially vicious dog or vicious dog hearing if applicable, and after all necessary remedial action, as determined by the enforcement officer and or legislative body in consideration of the violation committed, is taken by the owner. Remedial action shall include, but is not limited to, such actions as providing a collar and current license; verification of certification of current vaccination against rabies; payment of all applicable fines or waiver fees; and proof of satisfactory successful completion of a program designed to improve the owner’s understanding and execution of dog ownership responsibilities.
- B. If the owner of a dog impounded under the provisions of this ordinance refuses to take the remedial action necessary to secure the dog’s release within ten (10) calendar days following notice of impoundment or gives notice either personally, by telephone call, or in writing to the municipality of forfeiture of ownership before that time, the dog may be placed in an adoptive home, transferred to a humane society or rescue organization; or, if the town is unable to transfer the dog, it may be humanely destroyed. The owner of a dog transferred or humanely destroyed shall remain liable for all expenses incurred by the Town for treatment, boarding and care of the dog for the duration of its impoundment, and any expenses associated with its transfer or humane disposal.
- C. The procedures provided in this section shall only apply if the dog is not a rabies suspect. If an official designated by the legislative body to enforce the provisions of this ordinance determines

that the dog is a rabies suspect, the municipal official shall immediately notify the Municipal Health Officer who shall proceed in accordance with the Vermont Department of Health's rules.

4.04.140 Unclaimed dogs—Disposition

- A. Unless sooner redeemed by payment, it shall be the duty of the pound keeper or other official designated by the legislative body to keep all dogs so impounded for a period of seven days. If, at the expiration of seven (7) days from the initial date of impoundment, such dog shall not have been redeemed, it may be sold, given away or destroyed. Any proceeds from the sale of the impounded dog, over and above impoundment fees, license fees and other charges required under this chapter, shall be paid over to the owner, if any is found.

4.04.150 Unclaimed dogs—Owner responsible for costs

- A. Any owner, if known, who elects not to redeem their dog and does not pay the boarding fees and impoundment fees within thirty (30) days of initial impoundment, may be assessed all of such fees and charges in a civil action brought under this chapter.

4.04.160 Interference with impoundment prohibited

- A. Any person who interferes with the impounding of a dog under provision of this chapter, or releases or who attempts to release an impounded dog contrary to this chapter, shall be punished by fees not to exceed eight hundred dollars (\$800.00) in an action brought under this chapter.

4.04.170 Confinement of Animals

- A. An owner shall not leave an animal unattended in a standing or parked motor vehicle in a manner that would endanger the health or safety of the animal.
- B. Any municipal official may use reasonable force to remove any such animal from a motor vehicle. The municipal official removing an animal shall deliver the animal to a humane society, veterinarian or municipal pound. If the owner of the animal cannot be found, the municipal official shall place a written notice in the vehicle, bearing the name of the officer and the department and address where the animal may be claimed. The owner shall be liable for reasonable expenses, and a lien may be placed on the animal for these expenses. The officer may not be held liable for criminal or civil liability for any damage resulting from actions taken under this section.

*Cross reference. Humane and Proper Treatment of Animals,
See 13 V.S.A. § 386.*

4.04.180 Enforcement

- A. This is a civil ordinance and shall be enforced in accordance with 24 V.S.A. § 1974a et seq.

4.04.190 Violations – Penalties

A. Any person in violation of any provisions of this chapter shall be fined pursuant to Chapter 4.04 Section 4.04.180. If any violation continues, each day shall constitute a new violation.

1. Waiver Fees

a. An issuing municipal official is authorized to recover a waiver fee, in lieu of a civil penalty, for any person who declines to contest a municipal complaint and pays the following waiver amount for each violation:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$200.00
Forth and subsequent Offense	\$400.00
Offenses shall be counted on a calendar year basis.	

2. Civil Penalties

a. An issuing municipal official is authorized to recover civil penalties in the following amounts for each violation:

First Offense	\$100.00
Second Offense	\$200.00
Third and subsequent Offense	\$400.00
Forth and subsequent Offense	\$800.00
Offenses shall be counted on a calendar year basis.	

3. In addition to the enforcement procedures available before the Judicial Bureau, the Manager or their designee is authorized to commence a civil action to obtain injunctive and other appropriate relief, or to pursue any other remedy authorized by law.

4.04.200 Severability

A. If any portion of this ordinance and any amendments made hereto are held unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance and amendments made hereto shall not be affected and shall remain in full force and effect. If any statute referred to in this ordinance shall be amended this ordinance shall be deemed to refer to such statute as amended.

FY2021 ANNUAL REPORT

Essex

The Chittenden County Regional Planning Commission (CCRPC) is a political subdivision of the State created by the municipalities of Chittenden County in 1966 for the development of policies, plans and programs that address regional issues and opportunities in Chittenden County. Its vision is to be a pre-eminent, integrated regional organization that plans for healthy, vibrant communities, economic development, and efficient transportation of people and goods while improving the region's livability. The CCRPC serves as the region's federally designated metropolitan planning organization (MPO) and is responsible for comprehensive and collaborative transportation planning involving municipalities, state and federal agencies and other key stakeholders in Chittenden County. The CCRPC works to ensure implementation of the regional transportation plan and provides technical and planning assistance to its member municipalities and the Vermont Agency of Transportation (VTrans).

The CCRPC is governed by a 29-member board consisting of one representative from each of the County's 19 municipalities; transportation representatives from VTrans, Green Mountain Transit (GMT), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Burlington International Airport (BIA), and a rail industry representative; and, at-large members representing the interests of agriculture, environmental conservation, business, and housing/socio-economic. The legislative body of each Chittenden County municipality selects its own representative and alternate. The full CCRPC selects the at-large representatives.

The CCRPC appreciates the continued opportunity to work with its municipal members to plan appropriately for the region's future to protect and improve the special quality of life that is shared throughout Chittenden County. In FY21, the CCRPC invested more than \$4.8 million in regional land use, transportation, emergency management, energy, natural resources, public engagement, training, and technical assistance. The program leverages more than \$4.3 million in Federal and State investment with \$250,400 in municipal dues and another \$242,500 in local match for specific projects—a 10:1 return on local investment.

Essex representatives to the CCRPC Board and other committees in FY21 were:

- CCRPC Representative: Jeff Carr | CCRPC Alternate: Elaine Haney
- Transportation Advisory Committee (TAC): Dennis Lutz
- Planning Advisory Committee (PAC): Darren Schibler
- Clean Water Advisory Committee (CWAC): Annie Costandi

Specific activities the CCRPC is engaged in with Essex, as well as CCRPC's regional activities, are discussed in the following sections.

Essex Activities

In FY2021, the CCRPC provided assistance to Essex on the following projects and initiatives:

- **Tanglewood Drive Shared-Use Path and Stormwater Scoping Project:** The purpose of this multi-year project was to improve the drainage system along Tanglewood Drive and to provide safe and comfortable pedestrian and bicycle facilities for users of various ages and abilities while maintaining safe and efficient vehicular conditions. This scoping project started in FY20 and took a hiatus for several months due to the COVID-19 pandemic and is expected to be completed early in FY22. In FY20 and FY21, the CCRPC worked with the Town and a consultant to collect data and evaluate existing conditions; conduct a Local Concerns public meeting; develop and evaluate draft alternatives; and develop a public survey to get feedback on initial conceptual plans for a multiuse path and stormwater improvements. This project will be completed in the fall of 2021 with a presentation to the Essex Selectboard to choose a preferred alternative and the drafting of the final report. Total consultant budget: \$39,000
- **Essex Stormwater CCTV Inspection (Phase 1):** This project consisted of working with a consultant to use a camera to inspect and inventory stormwater pipes and to generate a condition assessment report that the Town could use to create a stormwater infrastructure replacement plan; this could be used in both operational and capital infrastructure planning. After a consultant was hired during the fall of 2019 and the scope of work was finalized in early 2020, the video inspection of the stormwater system commenced in March of 2020. Due to working restrictions caused by COVID-19, this project was carried over into FY21, with phase 1 being completed in May. Phase 2 will start in FY22. Total consultant budget for phase 1: \$45,000
- **Water Quality Planning Assistance:** The CCRPC continued to provide assistance with Municipal Roads General Permit (MRGP) compliance and the Grants-In-Aid Program. Using FY20 Grants in Aid funding, RPC and town staff worked to complete the implementation of stormwater improvements on West Sleepy Hollow Road. Staff completed the planning and pre-construction site visit for FY21 Grants in Aid work on Catella Road and Hanley Lane although implementation won't start until FY22. Staff reviewed and sent Essex's REI Inventory updates to the DEC data portal before the April 1st, 2021 deadline.
- **Emergency Management – LEMP:** CCRPC staff offered assistance in preparation of the annual Local Emergency Management Plan (LEMP), to ensure that Essex identified a chain of command for efficient response in the event of an emergency.
- **Geographic Information Systems:** CCRPC staff created an Urban Tree Inventory dashboard to assist with ash tree management: (<https://map.ccrpcvt.org/portal/apps/opsdashboard/index.html#/73b5460e4e0f4224965e588d95b68bed>).
- **Traffic Counts:** Due to COVID-19, the CCRPC's ability to conduct traffic counts in FY21 was limited. Various planned counts requested through the UPWP process will occur in early FY22. Traffic counts conducted in previous years in support of Essex's transportation projects and studies can be found here: (<http://vtrans.ms2soft.com/>).

- **Elders and Persons with Disabilities (E&D) Transportation Program:** The E&D transportation program in Chittenden County has continued to adapt under the changing conditions of the COVID-19 pandemic. Throughout much of the fiscal year, the E&D program had been operating at around 50% of the original ride capacity due to COVID-19 restrictions. However, despite these challenges, the E&D program still delivered vital transportation assistance to older adults and persons with disabilities in Essex. In FY21, 97 trips were provided to Essex residents as part of this program.
- **Technical Assistance:** CCRPC staff provided a variety of technical assistance to the Town, including:
 - Worked with ESRI's Business Analyst program to share/export employment data with the Town;
 - Met with Essex staff to discuss the Essex Senior Van Program and reviewed how a similar mobility program might function within the communities of Jericho, Underhill, and Cambridge.

Essex Projects in the Transportation Improvement Program (TIP)

The TIP (<http://www.ccrpcvt.org/our-work/our-plans/transportation-improvement-program/>) is a prioritized, multi-year list of transportation projects in Chittenden County. To receive federal funds, each transportation project, program or operation must be authorized through the TIP. Essex projects included in the TIP are listed below. These projects are also identified in the FY21 Vermont Agency of Transportation Capital Program for design or construction.

- **Alder Brook Culvert on VT 117:** \$2.3 million for replacement of a failed buried structure on VT117 carrying Alder Brook. Construction scheduled to begin in 2021.
- **Pinecrest Drive Sidewalk:** \$286,216 Transportation Alternatives grant in 2015 and a \$86,280 Bicycle & Pedestrian Program grant for sidewalk from VT2A to Suffolk Lane. Construction scheduled for 2021.
- **Stormwater Detention Pond Design and Construction at LDS Church:** \$478,265 federal and \$598,683 state Municipal Highway and Stormwater Program award scheduled for construction in 2023.
- **Stormwater System Retrofit with Infiltration Systems and Stabilized Outfalls for Three Cul-de-sacs:** \$271,139 Transportation Alternatives award in 2018 to be constructed in 2021.
- **Susie Wilson Road Corridor and Intersection Improvements:** \$1.58 million CIRC Alternatives Phase III project to improvement the VT15 corridor including intersections with Susie Wilson Road and Kellogg Road. Construction to begin in 2024.
- **Sydney Drive Detention Pond:** \$243,954 Transportation Alternatives award in 2016 to retrofit a detention pond in a wooded area adjacent to Sydney Drive. Construction scheduled for 2020.
- **VT 117/North Williston Road Hazard Mitigation Improvements:** \$400,000 CIRC Alternatives Phase III project to install a box culvert, safety enhancements and armoring. Construction schedule to be determined.
- **VT 117/North Williston Road Intersection Improvements:** \$2.1 million CIRC Alt Phase III project. Construction scheduled for 2023.

- **VT 15 Sidewalk Old Stage Road to Essex Way:** \$160,000 CIRC Alternatives Phase III project. Construction schedule to be determined.
- **VT128/Alder Brook Culvert:** \$605,000 for replacing a culvert on VT128 in 2021.
- **VT 15/Sand Hill Road Intersection Improvements:** \$1.37 million CIRC Alt Phase II Project for installation of a signal. Construction scheduled to begin in 2023.
- **VT15 Multiuse Path:** \$1.9 million for path from Lime Kiln Road to Susie Wilson Road as part of CIRC Alternatives Phase II implementation project. Construction scheduled to begin in 2021.

FY2022 CCRPC Work Program

Project Name	Brief Description	Total Budget
VT15 Corridor Pedestrian and Road System Study	This project is a one-year scoping/planning study from the westernmost Circ Highway Intersection on VT15 to Essex Way with an expanded speed limit investigation from that area to the proposed new traffic signal location at VT15/Sand Hill Road	\$25,000 budget which includes a local match of \$5,000.
Essex Stormwater CCTV Inspection - Phase 2	The Town is requesting funding to complete Phase 2 of this project which will continue the framework established in Phase 1 and further develop a prioritization scheme into a schedule for capital planning.	\$50,000 budget which includes a local match of \$10,000.

Regional Activities

- **ECOS Plan Implementation:** The CCRPC continues to implement the strategies of the [2018 Chittenden County ECOS Plan](#). The ECOS Plan (Environment; Community; Opportunity; Sustainability) is the regional plan for Chittenden County and combines three plans into one: The Regional Plan, the Metropolitan Transportation Plan, and the Comprehensive Economic Development Strategy. The 2020 ECOS Annual Report includes some of the data we report on annually, as well as indicators of disparities that have resulted from systemic racism in our nation and community, as well as indicators associated with the COVID-19 pandemic. This intentional focus on race, equity, and the COVID-19 pandemic marks the commitment of the ECOS Leadership Team to address these challenges (<http://www.ecosproject.com/2020-annual-report>). In addition, the ECOS Scorecard hosts the ECOS Partners' shared measurement and indicator system that monitors how Chittenden County is doing relative to achieving our shared ECOS goals (<https://app.resultsscorecard.com/Scorecard/Embed/8502>).
- **Legislative Forum:** On December 8th, the CCRPC hosted a Legislative briefing to serve as a forum for municipal representatives and legislators to connect on a few important topics for the upcoming legislative session, including: Act 250 changes, housing, broadband, water quality funding, regional dispatch, energy/climate, cannabis, the economy and workforce, transportation investments, property tax implications of Covid-19 and racial equity (<http://www.ccrpcvt.org/about-us/commission/policies-positions/>).
- **Public Engagement & Racial Equity:** Achieving a healthy, inclusive, and prosperous future for Chittenden County is the vision of our Regional ECOS Plan. However, the ECOS partners know we cannot achieve that future without addressing the systemic racism in our community. While

addressing inequity has been one of the eight key strategies in the ECOS Plan since 2013, there is much work to be done. Throughout the past fiscal year, CCRPC staff have started to plan for the update of the **2014 Public Participation Plan** (PPP: <http://www.ccrpcvt.org/our-work/our-plans/public-participation-plan/>) with a renewed focus on analyzing inequities in all sectors of our work to ensure that we actively eliminate barriers and foster an inclusive and meaningful public engagement for all planning and policy work we do – this meaningful engagement is the foundation that leads to actions that meet the needs of our diverse community. In FY20, the CCRPC continued to address issues related to racial and economic disparities through the following actions:

- Hiring a consultant, Creative Discourse, to address racial equity within the organization.
 - Established a CCRPC Racial Equity Leadership Team.
 - Facilitating, providing, and/or taking advantage of educational opportunities for our staff, municipalities, and other local and regional partners that address inequities and advance anti-racism efforts.
 - Strengthening existing relationships and partnerships and forging new ones with Vermont organizations working to advance anti-racism efforts.
 - In FY21 we will be holding an Equity Summit and examining our organization's policies, practices, culture, and services through the lens of anti-racism and white privilege to ensure they reflect our commitment to racial justice.
- **Building Homes Together:** The Building Homes Together campaign was initiated by the CCRPC, Champlain Housing Trust, and Housing Vermont (now Evernorth) in 2016. The campaign, supported by over a hundred local and state officials, nonprofits, businesses, and individuals, set a five-year goal of 3,500 new homes in Chittenden County with 20% of them permanently affordable. This amounts to an annual target of 700 overall homes with 140 affordable; the average over the first four years is 787 homes, and only 112 of them affordable. While the 2020 annual progress report showed continued overall success in new housing being created, there is still a persistent lack of affordable homes in our region. More information can be found at <http://www.ecosproject.com/building-homes-together/>.
 - **Public Health:** In response to remote work, education, health care, and other needs prompted by the COVID-19 pandemic state of emergency, the CCRPC has been assisting state agencies and municipalities with a number of pandemic-related planning efforts through the following actions:
 - Identification of locations with free public Wi-Fi for access to the internet.
 - Support with COVID-19 information sharing between Vermont Emergency Management, municipalities, and other partners.
 - Participation in the Governor's COVID press conferences and Vermont Emergency Management's municipal official meetings.
 - **Emergency Management:** During the unprecedented time of global response to the COVID-19 pandemic, CCRPC staff worked with municipalities, state health officials, and the public to relay important updates, resources, and general information about the pandemic. A COVID-19 Municipal Response webpage was maintained (<https://www.ccrpcvt.org/covid-19/>). CCRPC staff assisted Chittenden County municipalities with applications for the Local Government Expense Reimbursement (LGER) grant program to help cover the cost of eligible COVID-19

expenses such as supplies, facility alterations and overtime compensation. In addition to focusing resources on addressing the pandemic in our region, the CCRPC hosted the final meetings of Local Emergency Planning Committee (LEPC 1, <http://www.ccrpcvt.org/about-us/committees/local-emergency-planning-committee/>) and worked with the state on the transition to a statewide LEPC starting in July 2021. CCRPC staff participate in a wide array of emergency management-related workshops and exercises to enhance resilience to disasters in our region. The CCRPC also served as the local liaison between municipalities and the state to collect damage assessment information after significant storm events, helped with emergency preparedness for hazardous materials incidents, collected information from each municipality on annual implementation of hazard mitigation activities, and worked with municipalities to complete Local Emergency Management Plans.

- **Regional Energy Planning:** The CCRPC has been continuing to move forward with initiatives to support the Region's Enhanced Energy Plan (<http://www.ccrpcvt.org/our-work/our-plans/regional-energy-plan/>). Implementation activities funded by Efficiency Vermont in FY21 included: Weatherization Wednesdays, a Button-Up Vermont event, statewide RPC roundtables, energy data reporting and training, energy committee technical assistance, and electric vehicle education webinars.
- **Chittenden County I-89 2050 Study:** The CCRPC in collaboration with VTrans, municipalities, and other interested parties is conducting the I-89 2050 Study to assess safety, capacity, multimodal access, resilience, and other transportation and land use issues along the I-89 Corridor and its interchanges within Chittenden County; and to develop a comprehensive multimodal investment plan through 2050. A Vision was established for the I-89 Corridor, as an interstate system (mainline and interchanges) that is safe, resilient, and provides for reliable and efficient movement of people and goods in support of state, regional, and municipal plans and goals. To date, the study evaluated existing multimodal conditions along the I-89 Corridor and its interchanges; evaluated numerous new and improved interchange alternatives; conducted extensive outreach to the public including underserved populations, municipal officials, and other stakeholder groups; and developed bundles of multimodal corridor improvements that will be evaluated in the next phase of the I-89 2050 Study. For more information, please visit the project website at <https://envision89.com/>.
- **Transportation Demand Management:** In partnership with VTrans, CCRPC staff continued the **Way to Go! School Challenge** (www.waytogovt.org) as a school-focused K-12 program to encourage sustainable transportation and demonstrate the environmental and financial benefits of non-single occupant vehicle travel. Due to the impacts of COVID-19, the program shifted online to provide resources and encouragement as families were remote, and a two-week spring event was open to all Vermonters to encourage active movement. In 2020/2021, 97 schools signed up, with 32 schools actively participating. Over the course of the 2020-2021 school year, these schools ran 186 events with 20,967 instances of student engagement and 1,988 instances of faculty engagement. The CCRPC participated in CATMA's Employer Transportation Coordinator (ETC) Network program and events to learn from other ETC Network members about employee TDM benefits and programs. The CCRPC also continued to collaborate with regional TDM partners to evaluate strategies and policies to encourage sustainable modes of transportation such as walking, biking, ridesharing, vanpooling, transit, bikesharing and carsharing. TDM partners include: the Chittenden Area Transportation

Management Association (CATMA), CarShare VT, the University of Vermont, Green Mountain Transit (GMT), Local Motion, Greenride Bikeshare, Go! Vermont/VTrans, and United Way.

- **Public Transportation Planning:** Throughout the past year, the CCRPC has been engaged with GMT in a wide variety of public transit planning projects and initiatives to support the continued development of a transportation system that is efficient, equitable and environmentally sustainable. In FY21, the CCRPC staff participated in Association for Commuter Transportation (ACT) meetings (<https://www.actweb.org/>), were involved in GMT's Operations Committee and Board meetings, served as a stakeholder for the Vermont Clean Cities Coalition's Future of Rural Transit Project (<https://vtccc.w3.uvm.edu/projects/future-of-rural-transit/>) and managed the Tri-Town Area (Jericho, Underhill, Cambridge) Transit Feasibility Study, which was completed at the end of June (<https://studiesandreports.ccrpcvt.org/wp-content/uploads/2021/07/Tri-Town-Study-Final-Report.pdf>).
- **Elders and Persons with Disabilities (E&D) Transportation Program:** The Chittenden County E&D Transportation Program supports community members through affordable transportation to medical appointments, access to fresh food at the grocery store, and social visits with friends and family. Following the comprehensive E&D program evaluation that began in FY19, the CCRPC has continued to collaborate with committee stakeholders, Green Mountain Transit (GMT), the Special Services Transportation Agency (SSTA) and United Way of Northwest VT to evaluate program improvements for E&D transportation. In FY21, the E&D Committee held four quarterly meetings to discuss program funding, volunteer driver utilization and opportunities to enhance transportation equity within our region.
- **Neighbor Rides:** Beginning in 2013, the CCRPC started to invest in United Way's Neighbor Rides program to integrate volunteer drivers into human services transportation in order to increase access to transportation for seniors and persons with disabilities by offering a lower-cost option (<http://www.unitedwaynwvt.org/Neighbor-Rides>). In FY21, this program shifted its focus to work with community partners on a more collaborative volunteer driver strategy. However, as COVID-19 pandemic evolved, this goal was revised to focus on integrating health and safety strategies within the program.
- **Active Transportation Planning:** CCRPC staff collaborated with TDM partners and local municipalities to expand the Greenride Bikeshare system and convert the fleet to electric assist bicycles (www.greenridebikeshare.com). The CCRPC also promoted TDM strategies and provided bike/ped-related technical assistance to municipalities and businesses, assisted municipalities with bike/ped grant and UPWP applications, managed bike/ped-related UPWP projects, and conducted bike/ped counts on paths, designated bike lanes, and other roadways. The CCRPC also continued to host the webinar series from the Association of Pedestrian and Bicycling Professionals for municipalities and regional partners.
- **Clean Water:** The CCRPC's water quality initiatives help to safeguard our clean drinking water, support our recreation and tourism industry, and make our municipalities more resilient to flood events. The CCRPC continues to host the Clean Water Advisory Committee and the MS-4 Sub-Committee (<https://www.ccrpcvt.org/about-us/committees/clean-water-advisory-committee/>) and provide guidance for the Vermont Clean Water Fund. CCRPC staff also joined the Lake Champlain Sea Grant Program Advisory Committee, participated in Vermont Clean Water Network meetings, assisted municipalities with developing stormwater master plans and

implementing Clean Water Block Grant projects, supported education programs such as the Rethink Runoff (<http://www.rethinkrunoff.org>), assisted with watershed resiliency mapping, participated in water quality-focused policy discussions, and was appointed by the Vermont DEC to become the Clean Water Service Provider (CWSP) for the Northern Lake Champlain Direct Drainages, Basin (5). As the Basin 5 CWSP, the CCRPC will oversee the development and implementation of non-regulatory water quality improvement projects that reduce phosphorus loading into these streams and Lake Champlain.

- **Municipal Roads General Permit (MRGP) Compliance and Water Quality Planning Assistance:** CRRPC staff continues to work with all Chittenden County municipalities on meeting their MRGP obligations. This includes evaluating segments through Road Erosion Inventories (REIs), tracking and documenting upgraded segments and outlets, and reporting to DEC. Staff also assists municipalities with the State's Grants in Aid (GIA) program, which allocates money to participating towns for stormwater improvements related to the MRGP. In FY2021, 13 Chittenden County municipalities signed up to participate in the GIA program; an estimated 38 non-compliant segments will be upgraded using the allocated \$253,000.
- **Intelligent Transportation Systems (ITS) and Bluetooth Technology:** Intelligent Transportation Systems (ITS) technologies enhance transportation safety and increase mobility through the integration of advanced communications technologies into transportation infrastructure. The CCRPC has continued to monitor Bluetooth devices that were deployed along five high-traffic corridors in Chittenden County. Real time speed data from this system will be utilized by the VTtrans Advanced Transportation Management System (ATMS) and Traveler Information System (TIS) for the Tri-state 511 system. CCRPC has initiated an update to the ITS regional architecture including updates to the participant list, roles and responsibilities of regional interested parties, service packages, and the ITS project list.
- **Comprehensive Economic Development Strategy:** With federal funding from the US Economic Development Administration, CCRPC began work on a Comprehensive Economic Development Strategy (CEDS) for our region and the Addison, Rutland and Central VT regions -- collectively called the [West Central Vermont CEDS](#). Ultimately this document will help identify priority economic development strategies and projects and will be used by a variety of federal and state funding programs when making grant decisions.
- **Regional Technical Assistance:** This includes, but is not limited to, municipal technical assistance for various transportation issues, GIS mapping, and bylaw revisions, Act 250/Section 248 application reviews, grant administration and grant application assistance for plans, projects and initiatives at the local level that help advance the ECOS Strategies, Metropolitan Transportation Plan (MTP), and Transportation Improvement Program (TIP).
- **Lake Champlain Byway:** Chittenden County includes eight of the Byway's 22 communities: Milton, Colchester, Winooski, Essex Junction, Burlington, South Burlington, Shelburne, and Charlotte. CCRPC staff maintained the Byway website (<https://lakechamplainbyway.com/>) including a helpful Interactive Map (<http://map.ccrpcvt.org/lcbyway/>).

For further information about the CCRPC, please visit <http://www.ccrpcvt.org/> or contact CCRPC Executive Director, Charlie Baker: cbaker@ccrpcvt.org.

Memorandum

To: Selectboard; Evan Teich, Unified Manager
Cc: Tammy Getchell, Assistant to the Manager
From: Greg Duggan, Deputy Manager
Re: Scheduling open meeting law training
Date: October 14, 2021

Issue

The issue is how and when the Selectboard wants to schedule an open meeting law training provided by the Vermont League of Cities and Towns (VLCT).

Discussion

Earlier this year, residents asked the Selectboard to invite the Secretary of State to provide training about open meeting law and the public records act. The Selectboard was amenable to the request.

Staff has not been able to reach the Secretary of State's office to schedule a training. VLCT, however, is able to offer open meeting law training. The VLCT training would be about 1.5 hours: an introduction from a staff attorney, 45 minutes of a video training, and then another 30-45 minutes for any questions. Alternatively, VLCT could offer a 45-minute question and answer session with an attorney after Selectboard members have watched the video on their own time. Additional info about the training options is attached.

VLCT suggested the training take place outside of a regular meeting, whether that be before a regular meeting or on another date. The VLCT attorney is available on Oct. 27 or 28 and Nov. 1*, 2, 3, or 4 (*not preferred by the attorney, but still an option).

In either instance, the VLCT attorney would not take questions from the public. For public questions about open meeting law, VLCT has resources on their website and recommended that residents reach out to the Secretary of State.

Cost

\$200 to \$225

Recommendation

Staff recommends the Selectboard direct staff to schedule an open meeting law training for one of the dates listed above, and to indicate whether to schedule the 1.5-hour or 45-minute training.

Gregory Duggan

From: Abigail Friedman <afriedman@vlct.org>
Sent: Wednesday, October 13, 2021 4:30 PM
To: Gregory Duggan; Tammy Getchell
Subject: VLCT Open Meeting Law online training

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

Hi Greg and Tammy,

To broaden our training options, we're offering a new online opportunity. The Essex Selectboard (and other "public bodies") can receive Open Meeting Law training via video and live Q&A with a Municipal Assistance Center Attorney.

Please note VLCT is a member-owned organization, and our trainings are designed for members. If your residents have questions about the Open Meeting Law or other aspects of municipal law, the Secretary of State's office has a staff person who is a resource for them:

Jenny R. Prosser
General Counsel & Director of Municipal Assistance
802-828-1027
jenny.prosser@vermont.gov

Here are our Online Group Training Options:

1. Group training with live Q&A (90 minutes). A MAC staff attorney will introduce the 45-minute presentation and follow with live Q&A via Zoom or Teams.
2. Live Q&A with MAC staff attorney (30 – 45 minutes). Individual board members view video on their own time and gather as a group for a live Q&A session.

Members may also purchase access to the training video and view it without live Q&A.

Essex Town is the first to try this new training format, so I'm offering an additional discount to the pricing below:

Price	Essex Discount Price	Training Option
\$200	\$175	PACIF Members training only
\$250	\$225	PACIF Members training w/live Q&A
\$300		VLCT Members training only
\$350		VLCT Members training w/live Q&A

Garrett Baxter, our Senior Staff Attorney will conduct the live Q&A if the board would like that option. He is available the following evenings:

- Oct. 27 or 28
- Nov. 1*, 2, 3, or 4 (*not preferred, but still an option)

This is a lot of information, so please let me know if you have any questions. Looking forward to scheduling this training session!

Sincerely,



Abby

Abby Friedman

Director

Municipal Assistance Center

89 Main Street, Suite 4

Montpelier, VT 05602-2948

802-262-1926

vlct.org

Please see <https://www.vlct.org/mac> for MAC resources, FAQs and guidance.

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) to whom it's addressed above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is prohibited. If you are not the intended recipient, please contact the sender by reply email or telephone and destroy all copies of the original message. Thank you.

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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 15, 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

The latest revisions to the proposed agreements for sharing of services between the Town of Essex and an independent City of Essex Junction were provided by the Village Attorney the week of October 11. Those documents, which are attached, include the following:

- Draft Memorandum of Understanding regarding agreements for shared services
- Draft Delinquent Tax Agreement
- Draft Shared Financial Services Agreement
- Draft Information Technology Agreement
- Draft Police Services Agreement
- Draft Reappraisal and Assessor Services Agreement
- Draft Right of First Refusal Agreement
- Draft Stormwater Agreement (preceded by an introductory memo from staff and including existing Town and Village MS4 permits)

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 operationsto ameliorate the burden on Town Outside the Village taxpayers resulting from the Village’s separation;

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 eoneceptual 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, ~~with the understanding that neither Board has the authority to bind future Boards;~~ and

WHEREAS, the Parties now wish to enter into this Memorandum of Understanding regarding the tentative eoneceptual 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 City 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;
 - b. Reappraisal and Assessor Services Agreement;
 - c. Right of First Refusal for 81 Main Street;
 - d. Stormwater Agreement;...
 - e. Shared Financial Services Agreement;
 - f. Transition Agreement for Finance and IT Information Technology Agreement;...
 - g. Indian Brook;
 - h. and EJRP pProgram Aaccess;
 - i. Senior Bus and Center;
 - j. Delinquent Tax Agreementes;
 - k. Tree Farm Buildings Maintenance;
 - l. Administration Transition (manager, HR, etc.)
 - e.m. _____
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 during the 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. ~~While the Town and the Village will work in good faith to execute the agreements, both Parties acknowledge and agree that current Boards may not bind future Boards.~~
4. The Parties agree to first mediate any dispute prior to submitting the matter to court, provided that a mediator may be obtained within 60 days of when such a

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

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

714. 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.

817. 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.

918. 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

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 **property** tax payments and delinquencies between the Municipalities;

WHEREAS, any **property** tax payments due or delinquencies incurred **for properties located in the Municipalities** 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~~during the Transition Period as defined in the City of Essex Junction City Charter, any **property** taxes due or delinquencies incurred for properties located in the City to the Municipalities and delinquencies incurred for properties located in the City shall be payable to the City;

WHEREAS, during the Transition Period, the City shall pay the Town in full for the Town portion of taxes for properties located in 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 **property** taxes due and delinquencies incurred for the Village of Essex Junction and the Town of Essex ~~Junction and delinquencies incurred~~ 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~~During the Transition Period, all **property** taxes due **for the Village of Essex Junction and Town of Essex**City of Essex Junction and delinquencies incurred for properties within the City shall be payable to and collected by the City.

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3) During the Transition Period, ~~The City shall pay the Town in full for the Town portion of property taxes due from City properties for the Town of Essex for that fiscal year.~~

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4) After the Transition Period, properties within the City will no longer pay taxes to the Town of Essex outside of any remaining delinquencies.

2. 2.

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5) The Municipalities may choose to work cooperatively on collection efforts for properties with delinquencies owed to both the Town and the City.

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3. 3.

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6) 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.

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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

7) 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.

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8) 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.

9) 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.

10) 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.

11) 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

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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 currently 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 Town and City Managers;

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

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 pursuant to Section 6 herein. 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 Assistant 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 Managers.

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 compared to the budget amount that the city was billed for 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~~ the percentage of the grand list 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.

~~b.c.~~ Should the Finance Director employed at the time of execution of the Memorandum of Understanding no longer be employed in that capacity.

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.

3.4. This Agreement shall terminate at the time the City notifies the Town the migration is complete.

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

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

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 the citizens of 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 enter into a new or revised agreement. This Agreement ~~may~~will continue to renew for an unlimited number of Extended Terms, until it is terminated pursuant to Section 11 herein.

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 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 maintaining the Essex PD the Police Services described herein as set forth in the Town's 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. 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 City shall be assessed an additional 3.5% of the direct costs to support indirect police related expenses. The intention is to support ~~The indirect costs shall include:~~ administration costs, human resources costs, Information Technology (IT) costs, and ~~and~~ finance costs and other mutually agreed upon costs related to the operations of the police department. The per capita basis shall be reassessed every ten years when new census data is released by the US Census Bureau.

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 compared to the budgeted amount that the City was billed for, and a true up will be included in the bill for under or over payments from the previous fiscal year.

If an audit ~~reveals is conducted and~~ a discrepancy ~~is found~~ 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 ~~endeavor to~~ 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 ~~that the Council may have~~. 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 exchange for the distribution of public funds, described above, tThe 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 special events planned in advance in the annual budget for Police Services ~~funds Six Thousand Dollars (\$6,000.00) for special event services that are planned in advance.~~ These special events must be known by September 30, for the upcoming fiscal year budget. 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. ~~to be split evenly between the Town and the City. Once a~~

~~Municipality expends its allocation, the Municipality hosting the special event will be responsible for payment of amounts that exceed the allocation.~~

In the event that ~~the Town~~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 ~~Town~~Party requesting the change shall provide the ~~City~~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. ~~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.~~

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 may~~ 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 may~~ also accept input from and cooperate with the City Manager. ~~Minimally, t~~The Police Chief, Town Manager, and City Manager ~~shall may~~ 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") ~~be formed~~ in the future, the City shall be afforded a number of seats on the Advisory Board that are proportionate to the total population served by the Essex PD. ~~reasonable representation on the Advisory Board.~~

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 at least Three (3) years prior, and not 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;

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~~a-b. The date by which the Parties have agreed and resolved that~~ 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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~~b-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, unless such dispute involves an immediate disruption to police services. 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.

Police Services Agreement.

TOWN OF ESSEX

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 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 fifty percent (50%) of the costs of the Town’s Office of Assessor and receive assessing services for the City, 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. ~~The City will continue to contribute fifty percent (50%) towards the cost of the Office of the Assessor~~ and receive assessing services for the City, based upon its percentage of parcels until such time the upcoming reappraisal is completed. Should there be an appeal process with respect to any parcels 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 ~~has concluded. When the reappraisal is completed but before and appeals have concluded, At that time~~ the City may establish its own office of assessor or continue to share assessor services with the Town. Continuing a shared relationship will be pursuant to a new mutually acceptable agreement.

- ~~109.~~ 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.
- ~~110.~~ This Agreement may be amended or modified by mutual written agreement of the Parties.

121. 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
Essex Junction, VT 05452

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

132. 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. 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.

15. 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.

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

174. 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

RIGHT OF FIRST REFUSAL AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the TOWN OF ESSEX, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTOR, in consideration of One and More Dollars paid to its full satisfaction by the CITY OF ESSEX JUNCTION, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTEE, does hereby GIVE, GRANT AND CONVEY unto the said CITY OF ESSEX JUNCTION, a right of first refusal on property known as 81 Main Street in the City of Essex Junction and more particularly described as being all and the same land and premises conveyed to the Town of Essex by Warranty Deed of Claude B. Gagne and Gerald C. Milot dated May 3, 1982 and recorded in Book 167 at Page 26 of the Essex Land Records ("Property").

In consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1) Grantor hereby unconditionally and irrevocably grants to Grantee the exclusive right of first refusal to purchase all or a portion of the Property, or any interest in the Property, on the terms and conditions contained in this Agreement.
- 2) In the event Grantor intends to accept a bona fide offer to sell the Property to a third party ("Offer"), it shall promptly give to the Grantee written notice of the terms of such contract. The written notice shall contain the material terms and conditions of the Offer, including, but not limited to, the name of the prospective bona fide transferee, the price, a description of the property to be transferred, the form of consideration, contingencies, and a copy of the contract.
- 3) In the event Grantor desires to sell the Property and does not have an Offer, the Parties may: a) together agree on the fair market value; b) use a mutually agreed upon appraiser to determine the fair market value of the Property; or c) each hire an independent appraiser and the appraisers shall together determine the fair market value of the Property. The appraisal costs shall be shared equally between the Parties.
- 4) Grantee shall have the option to purchase the Property on the same terms and conditions set forth in said contract or as determined in Section 3 above. Within sixty (60) days after the date it receives notice of the proposed sale or the fair market value is determined, Grantee shall either notify Grantor in writing that it will purchase the premises on the terms and conditions set forth or deliver to Grantor a written waiver of its right of first refusal in recordable form. In the event Grantee delivers to Grantor a written waiver of its right of first refusal in

recordable form, or fails to respond to the notice of the proposed sale within sixty (60) days, Grantor may thereafter sell the premises to the third party making the offer. If for any reason the premises are not sold to the third party, notice of any subsequent contract for the sale or conveyance of the above described property by Grantor shall be given to Grantee on the same terms and conditions for acceptance or refusal as set forth above.

- 5) If the transferred Property constitutes less than the entire interest of Grantor in the Property, then the terms and conditions of this Agreement shall remain in full force and effect regarding any portion of, or interest in, the Property which was not part of the transferred Property.
- 6) In the event Grantee elects to exercise its right of first refusal and timely notifies Grantor thereof, it shall have not more than ~~six months~~ two years to close on said transaction. Grantor shall convey title via warranty deed in customary Vermont form, sufficient to convey ~~to~~ good and marketable title to the Property.
- 7) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, with signed notice of receipt; (b) five (5) days after having been sent by certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.
- 8) This right of first refusal shall be binding on the successors and assigns of Grantor and Grantee.
- 9) This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.
- 10) No modification, amendment, ~~or~~ deletion, or termination of this Agreement shall be effective unless in writing and signed by both Parties.

DATED at _____, Vermont this _____ day of _____, 20____.

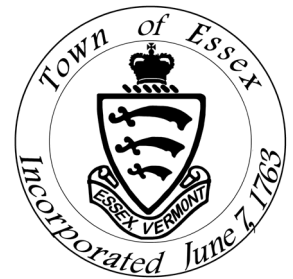
TOWN OF ESSEX

By:
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At _____, Vermont, this _____ day of _____, 20____,
_____, duly authorized agent of the Town of Essex personally appeared, and
they acknowledged this instrument, by them sealed and subscribed, to be their free act
and deed and the free act and deed of the Town of Essex.

Before me, _____
Notary Public



MEMORANDUM

TO: Town of Essex Selectboard and Village of Essex Junction Trustees

FROM: James Jutras, Water Quality Superintendent; Chelsea Mandigo, Village Stormwater Coordinator/Wastewater Operator; Annie Costandi, P.E. Town Director of Stormwater Operations/Staff Engineer; Dennis Lutz, PE, Town Public Works Director

cc: Evan Teich, Unified Municipal Manager; Gregory Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Brad Luck, EJRP Director

DATE: 10/5/2021

SUBJECT: City of Essex Jct / Town of Essex proposed stormwater agreement

Issue: Whether to approve the proposed stormwater agreement enclosed.

Discussion: Since 2015 the Town and Village have had a Memorandum of Agreement Re: Stormwater Permitting and Management Services (Stormwater MOU) outlining how financially the two communities would work together to meet their separate state stormwater permits. Planning efforts were also joint as mentioned in the Memo "summary of stormwater permit & funding Q&A related to separation" dated 9/8/2021. From this MOU the Town and the Village have the outstanding items:

1. Two remaining large scale capital projects.
 - Church of Jesus Christ of latter-day Saints (LDS) Essex Way Stormwater retrofit- last FRP Project to meet permit obligations.
 - Town/Village cul-de-sac stormwater retrofit- 2 locations Town, 1 location Village
2. Handful of smaller scale projects that various grants have been received with the match allocated from Town Stormwater capital fund for permit requirement projects.
3. Still pending is a funding mechanism that could include fees, capital tax, development fees or other mechanisms to be determined by each community.

Discussion occurred among all stormwater staff in both communities and collectively it was decided that it is best to dissolve the Stormwater MOU dated 1/13/2015 once the City completes the transitional period and enter into the attached Stormwater Agreement.

We believe at that time the current obligations from the Town Stormwater Capital fund will be complete and it will only leave the PCP project to be developed and funded and would serve as a clean break point for stormwater projects.

Costs: 1) Without additional grant money, the LDS Church the Town Stormwater Capital Fund will need additional funds. 2) Determine stormwater funding mechanisms in both communities. 3) Develop a City Stormwater budget.

Recommendation: It is recommended that the Selectboard and Trustees terminate the Town of Essex and Village of Essex Junction Stormwater MOU dated January 13, 2015 and enact the attached stormwater agreement between the Town of Essex and City of Essex Junction once the transition period concludes.



TOWN OF ESSEX VERMONT

MEMORANDUM OF AGREEMENT BETWEEN TOWN OF ESSEX AND VILLAGE OF ESSEX JUNCTION RE: STORM WATER PERMITTING AND MANAGEMENT SERVICES

This Memorandum of Agreement (Agreement) is entered into this 13th day of January 2015, by and between the Town of Essex ("Town") and Village of Essex Junction ("Village").

WITNESSETH:

WHEREAS, both the Village and the Town are authorized to discharge storm water within their respective municipal borders pursuant to an Authorization to Discharge Under Municipal Separate Storm Sewer System (MS4) General Permit 3-9014; and

WHEREAS, as MS4 permit holders, both the Village and the Town are subject to similar permit compliance obligations, including the payment of annual operating fees to the State of Vermont (State), the development of plans for addressing expired state storm water permits discharging into their respective MS4 systems, the filing of semi-annual and annual reports, and the development of a Flow Restoration Plan (FRP); and

WHEREAS, presently there are two designated impaired waterways located within the Town and the Village—Indian Brook and Sunderland Brook—which flow through both communities in shared watersheds; and

WHEREAS, the MS4 General Permit 3-9014 requires communities in shared watersheds to work collectively to develop watershed-based FRPs; and

WHEREAS, the Village and Town previously formed a Joint Storm Water Coordinating Committee (SWCC), which developed a common ordinance for handling expired permits in the impaired waterways for both municipalities and is presently developing a joint FRP; and

WHEREAS, proposed total maximum daily load (TMDL) requirements for phosphorous flowing into Lake Champlain will require the continued coordination of storm water planning and improvements by the Village and Town; and

WHEREAS, section 4901 of Title 24, Vermont Statutes Annotated, allows a municipality to contract with another municipality to perform any governmental service, activity or undertaking which each municipality is authorized by law to perform, provided the legislative body of each municipality approves the contract and the expenses for such governmental service are included in a municipal budget approved under 17 V.S.A. § 2664 or comparable charter provision; and

WHEREAS, the Village and the Town desire to continue their coordinated efforts with respect to storm water permit compliance and program management by creating one cost center within the Town's annual budget;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. On or before January 15th of each year, the Village Board of Trustees shall provide the Town Selectboard with a budget amount for storm water permit compliance and program management within the Village for inclusion in the Town's annual budget. The costs to be included in the Village's budget amount shall be: (1) all salaries and benefits of Village employees involved in storm water permitting and management; (2) State storm water permit fees; (3) payments to the State for required stream flow monitoring; (4) GIS support for storm

water system mapping; (5) field data collection costs required under storm water permits; (6) consultant studies determined necessary by the SWCC; (7) employee storm water training and travel to effect permit compliance; and (8) minor storm water system design costs required for implementation of permit-required storm water system improvements.

Unless otherwise agreed by the Town and Village, the amounts submitted by the Village Board of Trustees for inclusion in the Town budget shall not include funds for the repair, maintenance or reconstruction of existing storm water system infrastructure in the Village, including catch basins, pipelines, outfalls, culverts and related structures, which shall continue to be a Village expense separate and apart from storm water permit compliance and program management costs.

2. The Town Selectboard shall include the storm water permit compliance and program management costs provided by the Village Board of Trustees pursuant to section 1, above in the Town's annual budget for approval by the legal voters of the Town at its annual meeting in March pursuant to 24 V.S.A. Appx. Ch. 117, § 303. In the event the voters do not approve a budget that includes the Village's storm water permit compliance and program management costs, then this Agreement shall be null and void and the Village shall remain responsible for raising such funds through the Village budgeting process.

3. The Town shall be responsible for paying all Town and Village storm water permit compliance and program management costs during each fiscal year that the voters approve the inclusion of the Village's costs in the Town budget, including costs associated with the proportionate salaries and benefits of the Village Water Quality Superintendent (33%) and the Village Environmental Technician (20%). The stated percentages are subject to change upon the mutual agreement of the Parties.

4. The SWCC shall continue in place to assist with the coordination of storm water activities within each municipality. The SWCC shall make recommendations to the Village Board of Trustees and the Town Selectboard for the inclusion of additional costs in the combined storm water budget for future budget years, including major storm water system design and construction costs as required by a State-approved FRP. The SWCC also shall make recommendations to the Village Board of Trustees and the Town Selectboard concerning development of a separate charge or fee for storm water permit compliance and program management separate and distinct from the Town General Fund if determined to be in each party's "best interests."

5. This Agreement may be modified only by a written amendment signed by the Parties. If any provision of this Agreement shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Agreement, which shall be construed, reformed and enforced to effect the purposes of this Agreement to the fullest extent permitted by law. This Agreement shall be governed by and construed under the law of the State of Vermont, without application of principles of conflicts of laws, and constitutes the entire agreement of the Parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between the Parties in such respect.

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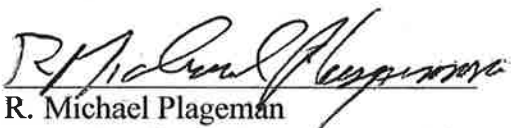
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

For the Town of Essex Selectboard


Max G. Levy, Chair


Brad M. Luck, Vice Chair

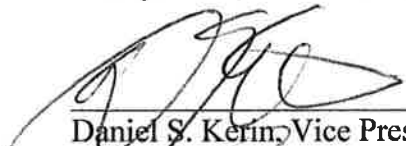

Andrew J. Watts, Clerk

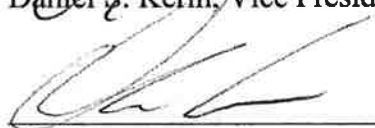

R. Michael Plageman


Irene A. Wrenner

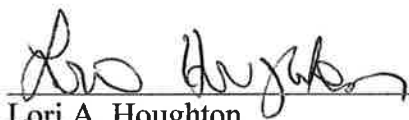
For the Village of Essex Junction Board of Trustees


George A. Tyler, President


Daniel S. Kerin, Vice President


Andrew Brown


Elaine Sopchak


Lori A. Houghton

Stormwater 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 Town and Village signed a Memorandum of Agreement Between Town of Essex and Village of Essex Junction Re: Stormwater Permitting and Management Services on January 13, 2015 (“Stormwater MOU”);

WHEREAS, Section 5 of the Stormwater MOU states “This agreement may be modified only by a written amendment signed by the Parties”; and

WHEREAS, the Town and Village of Essex Junction do not ~~desire~~see a need for the Stormwater MOU to continue in the event that the Charter for the City of Essex Junction is approved by the Legislature;

WHEREAS, Stormwater project funding for eligible Flow Restoration, Phosphorous Removal, and other related state and federal permit requirements has previously been provided for each community by the Town’s Capital fund;:

WHEREAS, ~~and~~ approved projects not yet completed may require more or less funding than what has been and will be collected to complete the approved projects;

WHEREAS, ~~until~~ each community ~~has~~may established separate community funding for new projects;

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. If the Charter for the City of Essex Junction passes the legislature, the Town and City agree to terminate the Stormwater MOU effective at the conclusion of the Transition Period as defined in the City of Essex Junction Charter.
2. Current and future stormwater personnel from both communities are encouraged to discuss opportunities to work together on stormwater-related funding and projects when it is mutually beneficial to each community, including, but not

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limited to, the potential for cost-sharing when appropriate and/or developing a stormwater funding mechanism such as a stormwater utility.

3. The Municipalities agree to continue the use of any identified stormwater funding from the Town Capital fund that is collected from Village/City of Essex Junction and Town of Essex property owners to complete currently approved, ongoing stormwater projects until those projects are completed. If any currently approved but uncompleted stormwater projects require additional funding to complete, the Town and City shall share such costs on a percentage of the grand list basis. If there are any residual funds after the projects are completed, the funds should be distributed to each municipality on a percentage of the grand list basis.

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2. Future stormwater projects shall be funded by each municipality respectively once the Transition Period has concluded.

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

4.5. 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

5.6. 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.

6.7. 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.

~~7.8.~~ 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.

~~8.9.~~ 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.

~~9.10.~~ 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

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION
AUTHORIZATION TO DISCHARGE UNDER
MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
GENERAL PERMIT 3-9014

A determination has been made that the applicant:

Town of Essex
81 Main Street
Essex Junction, VT 05452

meets the criteria necessary for inclusion under General Permit 3-9014. Hereinafter the named applicant shall be referred to as the permittee. Subject to the conditions of General Permit No. 3-9014, the permittee is authorized to discharge stormwater from the small Municipal Separate Storm Sewer System (MS4) located in Essex, Vermont.

This permit amends and replaces previously issued authorization 7025-9014 for the following reasons:

1. An approved Flow Restoration Plans (FRP) for Indian Brook has been made part of the permittee's Stormwater Management Plan (SWMP).
2. An approved Flow Restoration Plans (FRP) for Sunderland Brook has been made part of the permittee's Stormwater Management Plan (SWMP).
3. The following previously authorized State Stormwater Permits have been incorporated into this MS4 permit:

1-0250	1-0518	1-0552
1-0619	1-0667	1-0694
1-0761	1-0775	1-0896
1-0965	1-1143	1-1186
1-1307	1-1319	1-1371
1-1381	1-1463	1-1469
2-0613	2-0633	2-0634
2-0925	2-1045	

Compliance with General Permit 3-9014 and this Authorization

The permittee shall comply with this authorization and all the terms and conditions of General Permit 3-9014, including the payment of annual operating fees to the Department. A billing statement for such fees will be sent to the permittee each year. Any permit non-compliance constitutes a violation of 10 V.S.A. Chapter 47 and may be grounds for an enforcement action or revocation of this authorization to discharge. Nothing in this permit shall be construed as having relieved, modified, or in any manner affected your on-going obligation to comply with all other federal, state or local statutes, regulations or directives applicable to you in the operation of your activities, nor does it relieve you of the obligation to obtain all other necessary state, local and federal permits. Projects identified in the Flow Restoration Plan (FRP) that have a separate state stormwater permit, and have not been incorporated into the MS4 authorization, will be subject to the schedule of compliance of the project's permit, not by the FRP.

Stormwater Impaired Waters Reporting Deadlines

The permittee shall continue to submit a report on a semi-annual basis on the permittee's implementation of the Flow Restoration Plan (FRP). The FRP report shall be submitted every year on October 1st and every year on April 1st with the MS4 Annual Report.

Right to Appeal to the Environmental Court

Pursuant to 10 V.S.A. Chapter 220, any appeal of this decision must be filed with the clerk of the Environmental Court within 30 days of the date of the decision. The Notice of Appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Court; and must be signed by the appellant or their attorney. In addition, the appeal must give the address or location and description of the property, project or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the Notice of Appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings, available on line at www.vermontjudiciary.org. The address for the Environmental Court is 32 Cherry Street, 2nd Floor Suite 303 Burlington, Vermont 05401 (Tel.# (802) 951-1740).

Effective Date and Expiration Date of this Authorization

This authorization to discharge shall become effective on August 9, 2017 and shall continue until December 5, 2017. Permittees will be contacted to reapply when the MS4 permit has been replaced.

Dated this 10th day of August, 2017.

Emily Boedecker, Commissioner
Department of Environmental Conservation

By

A handwritten signature in black ink, appearing to read "Christy Witter", is written over a horizontal line.

Christy Witter, Coordinator of the Municipal Separate Storm Sewer System (MS4) Permit Stormwater Management Program

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION
AUTHORIZATION TO DISCHARGE UNDER
MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
GENERAL PERMIT 3-9014

A determination has been made that the applicant:

Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452

meets the criteria necessary for inclusion under General Permit 3-9014. Hereinafter the named applicant shall be referred to as the permittee. Subject to the conditions of General Permit No. 3-9014, the permittee is authorized to discharge stormwater from the small Municipal Separate Storm Sewer System (MS4) located in Essex Junction, Vermont.

This permit amends and replaces previously issued authorization 7024-9014 for the following reasons:

1. An approved Flow Restoration Plans (FRP) for Indian Brook has been made part of the permittee's Stormwater Management Plan (SWMP).
2. An approved Flow Restoration Plans (FRP) for Sunderland Brook has been made part of the permittee's Stormwater Management Plan (SWMP).
3. The following previously authorized State Stormwater Permits have been incorporated into this MS4 permit:

1-0236	1-0953	1-1074
2-0155	2-0187	2-0289
2-0769	2-0835	2-0855
2-0952	2-0961	2-1103
3268-9010	3547-9010.R	3553-9010
4128-INDO	4989-INDO.R	

Compliance with General Permit 3-9014 and this Authorization

The permittee shall comply with this authorization and all the terms and conditions of General Permit 3-9014, including the payment of annual operating fees to the Department. A billing statement for such fees will be sent to the permittee each year. Any permit non-compliance constitutes a violation of 10 V.S.A. Chapter 47 and may be grounds for an enforcement action or revocation of this authorization to discharge. Nothing in this permit shall be construed as having relieved, modified, or in any manner affected your on-going obligation to comply with all other federal, state or local statutes, regulations or directives applicable to you in the operation of your activities, nor does it relieve you of the obligation to obtain all other necessary state, local and federal permits. Projects identified in the Flow Restoration Plan (FRP) that have a separate state stormwater permit, and have not been incorporated into the MS4 authorization, will be subject to the schedule of compliance of the project's permit, not by the FRP.

Stormwater Impaired Waters Reporting Deadlines

The permittee shall continue to submit a report on a semi-annual basis on the permittee's implementation of the Flow Restoration Plan (FRP). The FRP report shall be submitted every year on October 1st and every year on April 1st with the MS4 Annual Report.

Right to Appeal to the Environmental Court

Pursuant to 10 V.S.A. Chapter 220, any appeal of this decision must be filed with the clerk of the Environmental Court within 30 days of the date of the decision. The Notice of Appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Court; and must be signed by the appellant or their attorney. In addition, the appeal must give the address or location and description of the property, project or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the Notice of Appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings, available on line at www.vermontjudiciary.org. The address for the Environmental Court is 32 Cherry Street, 2nd Floor Suite 303 Burlington, Vermont 05401 (Tel.# (802) 951-1740).

Effective Date and Expiration Date of this Authorization

This authorization to discharge shall become effective on August 17th, 2017 and shall continue until December 5, 2017. Permittees will be contacted to reapply when the MS4 permit has been replaced.

Dated this 17th day of August, 2017.

Emily Boedecker, Commissioner
Department of Environmental Conservation

By 

Padraic Monks, Stormwater Program Manager
Stormwater Management Program

Memorandum

To: Selectboard; Evan Teich, Unified Manager
From: Greg Duggan, Deputy Manager
Re: Executive session discussion about personnel
Date: October 14, 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.”

MEMORANDUM

TO: Selectboard
Evan Teich, Town Manager
Greg Duggan, Deputy Town Manager
FROM: Sharon Kelley, Zoning Administrator 
CC: Shannon Lunderville, E-911 & GIS Coordinator
Charles Cole, Fire Chief
DATE: October 1, 2021

RE: **35 ESSEX WAY PRIVATE DRIVE STREET NAME**

ISSUE:

The issue is for the Selectboard to acknowledge that a new street name has been submitted and approved by E911 for the private drive off Essex Way.

DISCUSSION:

On April 9, 2021, John & Nancy Lang received approval from the Planning Commission to create a 3-acre lot from its 125-acre parcel located at 39 Essex Way. The new 3-acre lot will house Essex Rescue. The clubhouse will also be changed to 'Stinson Drive'.

The landowner reported that 'Stinson' was an old family name, thus the choice.

The E911 Coordinator and State reviewed the name, noting that there is nothing similar to it in Essex and happily approved the name 'Stinson Drive' as the name for the private drive.

COST:

The landowner will be required to purchase a private street sign through the Public Works Department.

RECOMMENDATION:

It is recommended that the Selectboard acknowledge that the E911 Coordinator & State approved the name 'Stinson Drive'.

Memorandum

To: Selectboard; Evan Teich, Unified Manager

From: Greg Duggan, Deputy Manager

Re: Proclamation of Extra Mile Day

Date: October 14, 2021

Issue

The issue is whether the Selectboard will approve a proclamation declaring November 1, 2021 to be “Extra Mile Day.”

Discussion

The Town has received a request from Extra Mile America (www.ExtraMileAmerica.org) to join other cities and towns across the country in declaring November 1, 2021 to be Extra Mile Day. Per the Extra Mile America website, “Extra Mile America is a 501(c)(3) nonprofit organization that empowers individuals, organizations, and cities to ‘go the extra mile.’ Our work is inspired by the belief that ‘going the extra mile’ opens doors to new possibilities. ‘Going the extra mile’ improves the results we find in life, both professionally and personally. ‘Going the extra mile’ allows us to make a difference in our community and in our world.”

The Selectboard made proclamations for Extra Mile Day in 2016, 2017, 2018, 2019, and 2020.

Cost

None.

Recommendation

It is recommended that the Selectboard approve a Proclamation declaring November 1, 2021 to be Extra Mile Day.

PROCLAMATION OF EXTRA MILE DAY

WHEREAS, Essex, Vt., is a community that acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Essex, Vt., is a community that encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Essex, Vt., is a community that chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Essex, Vt., acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2020

NOW THEREFORE, we, the Selectboard of the Town of Essex, Vt., do hereby proclaim November 1, 2021, to be Extra Mile Day. We urge each individual in the community to take time on this day to not only “go the extra mile” in their own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Dated this 18th day of October 2021.

Andy Watts, Chair

Patrick Murray, Vice Chair

Tracey Delphia, Clerk

Susan Cook

Dawn Hill-Fleury

**SELECTBOARD
(DRAFT)**

**TOWN OF ESSEX SELECTBOARD
DRAFT MEETING MINUTES
MONDAY, OCTOBER 4, 2021**

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Bill Ellis, Town Attorney; Dennis Lutz, Public Works Director

OTHERS PRESENT: Gina Halpin Barrett, Rusty Brink, Lauren Cohen, Kevin Collins, Patty Davis, Erin Dickinson, Betsy Dunn, Maureen Gillard, Shannon Jackson, Mary Post, Brian Shelden, Angel Segarra, Ken Signorello, Margaret Smith, Dennis Thibeault, Mike Thorne, Doug Wilson, Kendall, R M, Toni M.

1. CALL TO ORDER

Mr. Watts called the Town of Essex Selectboard to order at 6:30 PM.

2. AGENDA ADDITIONS/CHANGES

Ms. Delphia requested that Item 6A, “a. Approve minutes: September 27, 2021 – Joint” be removed from the consent agenda and added as a Business item.

3. APPROVE AGENDA

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, that the Selectboard approve the agenda as amended. The motion passed 4-0.

4. PUBLIC TO BE HEARD

a. Comments from Public on Items Not on Agenda

Mr. Watts reminded the audience to be civil and refrain from personal attacks.

Ms. Post said one of her neighbors was attempting to join the meeting but was having difficulty.

Ms. Smith pointed out an error on the agenda on the website, which may be causing listeners to attempt to join tomorrow’s meeting mistakenly.

5. BUSINESS ITEMS

a. Interview and potential appointment: Lauren Cohen, Conservation and Trails Committee

Mr. Watts said this was the first of several interviews tonight. He said each person will have time to introduce themselves and explain why they are interested in serving on the Conservation and Trails Committee (CTC). Board members will have the opportunity to ask questions. Decisions regarding appointments will be made in executive session, and Town staff will notify all candidates tomorrow.

Ms. Cohen said she grew up in Essex and worked for the Recreation Department before switching careers to real estate. She is interested in trails and recreation and sees the importance of biking and other green transportation. She brought up concerns about a lack of sidewalks and pedestrian access in Essex. Mr. Murray asked Ms. Cohen to provide more details about her time working for the Recreation Department. She said that she coordinated fall soccer, summer camps, and after-school programs. Mr. Watts asked Ms. Cohen what unique skills or experiences she would bring to the committee. She said her perspective as a real estate agent has shown her the importance of walkability and trails to prospective homeowners. She also mentioned that she has a background in history.

b. Interview and potential appointment: Shannon Jackson, Conservation and Trails Committee

Mr. Jackson said he grew up in Essex and recently moved back. He has worked for Senator Bernie Sanders as a community organizer for several years. He enjoys being active outdoors and wants to give back to the community. Mr. Murray asked Mr. Jackson to provide more details on his previous volunteer work, as well as how he feels about the CTC providing opportunities to local youth. Mr. Jackson said that he served on the Board of Essex CHIPS as a teen and enjoyed the opportunity. He suggested the CTC tap into already existing groups when looking for youth volunteers. Mr. Watts asked Mr. Jackson what unique skills or experiences he would bring to the committee. Mr. Jackson said he would bring a younger perspective and he wants people in his generation and younger to be encouraged to be involved in their communities. He said he is highly skilled in organizing and delegation.

c. Interview and potential appointment: Rusty Brink, Conservation and Trails Committee

Mr. Brink said he recently moved back to Vermont and has professional experience in fundraising for non-profits. He said he enjoys hiking and is excited to give back to the community. He is active with the Green Mountain Club as well as Lake Champlain initiatives. He is a member of the Rotary Club and has volunteered for natural disaster and hunger relief initiatives. Mr. Murray said he wanted to publicly state that he and Mr. Brink know each other and that both are members of the Rotary Club. Mr. Murray asked Mr. Brink to give more details on his community service in the Essex and asked if he had any grant experience. Mr. Brink answered affirmatively regarding his grant experience. Ms. Hill-Fleury asked Mr. Brink if he hikes in Essex. Mr. Brink said he enjoys Indian Brook.

d. Interview and potential appointment: Betsy Dunn, Conservation and Trails Committee

Ms. Dunn said she has was a nurse at the University of Vermont Medical Center and after her retirement served as a State Representative and family caregiver. She enjoys hiking and would like to make trails in Essex more accessible and easier to find. Ms. Dunn hopes to encourage more people to hike and enjoy the trails in Essex. She said more needs to be done to protect our forests from Emerald Ash Borer and Gypsy Moths. Ms. Dunn encouraged the Selectboard to offer more educational signs to teach children about trees while on the trails. She said she will bring energy, focus, and problem-solving skills should she be appointed to the committee. Ms. Hill-Fleury asked what Ms. Dunn sees as the major problem facing conservation and trails in Essex. Ms. Dunn suggested adding benches to some of the trails and mentioned that the current Essex Parks & Recreation brochure did not list all the trails in Essex. She said she would like to have easily accessible maps to all trails in the community. Ms. Dunn encouraged the Selectboard to appoint more people to the committee (there are currently six applicants for four seats), as the Conservation & Trails Committee used to be two separate boards. Mr. Duggan said the boards combined several years ago due to a lack of volunteers for the separated boards.

e. Consider approval of Winter Operations Plan for 2021-2022

Mr. Lutz said the Public Works Department works to improve this plan each year. He said that, should the communities separate, it would be important to have a document like this in each municipality. Mr. Lutz said this document informs residents on what to expect for the winter and sets the expectation for the Public Works staff. He acknowledged two errors in the plan, the first being that the Town will pay \$50 to replace a mailbox that had been hit by a plow, not \$45. Due to cost increases, Mr. Lutz said the \$50 will no longer cover the full cost of mailbox replacement and encouraged the Board to reconsider this figure. The second error is in the organizational chart, as Aaron Martin should be listed as the Director of Operations. Both changes will be incorporated into the final approved plan. Due to COVID, the Winter Operations Plan includes a green/yellow/red system. Green indicates that operations are normal, yellow is slowed operations, and red is significantly slowed operations. Mr. Lutz said the department has not yet

received salt prices and, as a result, needed to estimate the cost for this year. It is possible that there may be shortages for salt due to supply chain issues. Mr. Lutz said the Town has not been able to hire temporary help for the winter this year. He highlighted a section in the plan stating that the Town does not have a “bare roads policy” and that sidewalks will not be plowed if they have less than two inches of snow. Mr. Lutz highlighted the inclusion of new sidewalks on Pinecrest Drive and Route 15 on the plowing map, as well as the inclusion of other existing sidewalks. He said the Town has renewed its contract with S & D Landscaping for additional sidewalk plowing in Essex Center. He encouraged all homeowners and trash removal companies to make sure that garbage containers are not left in the roadway.

Mr. Murray thanked Mr. Lutz for the expansion in sidewalk plowing. Mr. Murray asked Mr. Lutz if he feels comfortable with the number of CDL drivers on staff. Mr. Lutz said many communities in the area are looking for CDL employees. He said it takes about 3-5 years for newly licensed CDL drivers to become skilled at driving and that he has two employees who are currently retirement eligible, as well as others nearing this point. Mr. Lutz said it is becoming difficult to find people who are interested in working in public works. Mr. Teich echoed Mr. Lutz’s statements and said plowing is a difficult job. He said adding additional staff in anticipation of future retirements is something for the Board to consider.

Ms. Hill-Fleury asked if Mr. Lutz is concerned about the price and/or availability of salt. Mr. Lutz said he is concerned with supply. He would like to build a larger salt storage shed to help shield the Town from supply issues by having the ability to store and accumulate excess salt. Ms. Delphia asked about sand storage availability. Mr. Lutz said salt needs to be covered while sand can be left outside.

Ms. Delphia asked for more details on mailbox replacement costs. Mr. Lutz said his guess is that between 30 and 40 mailboxes are replaced each winter. He would recommend \$75 for mailbox replacement.

In public comment, Ms. Barrett asked if there is coordination between the school bus and plow routes. Mr. Lutz said the Town has increased sidewalk plowing in school walking areas in the Town. He also encouraged parents to ensure their children are not playing in snowbanks, as this can be very dangerous during plowing. Reflective vests are recommended for all walkers and runners after dark during the winter. Mr. Teich said the Town meets with the school yearly to review any changes to the bus routes.

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, that the Selectboard approve the Winter Operations Plan for 2021-2022 with the following changes: that the updated organizational chart be included and that the Selectboard authorize \$75 for mailbox replacement. The motion passed 4-0.

f. Consider including Pledge of Allegiance on future agendas

Mr. Murray said that, prior to COVID, the Pledge of Allegiance was said at the start of each meeting. Now that meetings are moving back to in-person, there has been discussion about adding the Pledge back on the agenda. The Committee on Equity for Essex included resources regarding the history of the Pledge of Allegiance in a memo to the Board, and posed the following questions:

- 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?

Mr. Murray asked for Selectboard input on the topic and said no final decision will be made tonight. Ms. Hill-Fleury asked if new citizens must take the Pledge. Mr. Teich said he was unsure. He said that, in staff research, the Pledge was not required for any public meeting in the state of Vermont. He said there is a segment of the population that may not feel that the Pledge reflects their values. Mr. Watts said the Essex Westford School Union no longer has students say the Pledge. Vermont is one of only four states that does not require the Pledge to be said at the beginning of the school day. He said the phrase “under God” may make people uncomfortable, and said not all residents are citizens. Mr. Murray suggested an acknowledgement that we are on Abenaki lands and said more than one statement could be said at the start of a meeting. He said he spoke with a BIPOC member of the community who took issue with the “justice for all” line in the Pledge. Mr. Murray will conduct additional research to find other ways to open Selectboard meetings with a unifying statement.

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

Mr. Watts said the new agreements that were presented to the Board at the last joint meeting will be discussed by the Board tonight. Changes to previously presented agreements will also be discussed. The Board reviewed changes to the Memorandum of Understanding (MOU) with minimal discussion. Regarding the Police Services Agreement, the Board decided to review the document in more detail to determine if language regarding a change of service request was present. Regarding Appraisal and Assessor services, Mr. Watts questioned what would happen if a reappraisal concluded in the middle of a fiscal year, as the change from fixed cost to billing on an hourly rate could alter the budget. Mr. Teich said it would be difficult to change payment structure in the middle of the fiscal year. Mr. Ellis said he has addressed this issue by adding language that the Village will continue to pay for Assessor services on a percentage basis until the fiscal year that a reappraisal occurs in ends. Mr. Watts paused to request public input on the MOU, Police Services Agreement, and Appraisal and Assessor Services Contract. Ms. Wrenner said reappraisal firms are currently booking 4-5 years in the future and wanted the Board to be aware of this.

Mr. Teich asked Mr. Watts to provide more detail about the agreements to listeners, as this information is unfamiliar to many. Mr. Watts said the Delinquent Tax Agreement relates to unpaid taxes. The Town collects all taxes and pays the school district and the Village, thus anyone who owes delinquent taxes owes them to the Town. Approximately \$500,000 is owed to the Town, about half of which is for Village properties. Interest is generated on these payments. If certain conditions are met, properties can go to tax sale. However, the Town prefers to work with owners to make a payment plan. Should separation occur, there will be properties in the City that will still owe money to the Town. The Village has requested that the Town continue to hold delinquent taxes for all properties in the City. Mr. Watts said he is concerned with the Town collecting taxes for a property in another municipality. Mr. Ellis said he will discuss this further with the Selectboard in executive session. Regarding the Shared Financial Services Agreement, Ms. Delphia said she would like to see a review timeline and information on indirect costs. Mr. Watts said he had some logistical questions about the status of the Finance Department employees that needed to be addressed in this document. Regarding the IT Services Agreement, Mr. Watts said the City would not be given access to IT servers and equipment. Mr. Teich said Mr. Ellis would be discussing this in further detail during executive session. He said the City could have access, as a certified contractor, with set parameters. Mr. Watts requested public input on the Delinquent Tax Agreement, Shared Financial Services Agreement, and IT Services Agreement and none was given.

h. Discussion about Selectboard candidate interviews

Mr. Duggan said there are four candidates that will be interviewing the next day for the open seat on the Selectboard. All four have prepared written statements which are included in the October 5 packet. Five interview questions have been prepared for the Selectboard and are included in the packet. Ms. Delphia raised a concern about the following question, "How do you feel the Selectboard should proceed when discussing separation of the Village of Essex Junction from the Town of Essex?" She said she feels it is important to know more about a candidate's decision-making methodology, rather than an opinion on a single issue. Mr. Watts said a similar question was asked during the last appointment regarding merger. After some discussion, the Selectboard decided to keep the, as it could provide insight into each candidate. Ms. Delphia asked to add a question regarding whether the candidate plans to run for a seat on the Selectboard. All agreed to add the question and inform the candidates.

In public input, Ms. Wrenner urged the Board not to ask questions on separation, as this may not pass. She encouraged the Board to ask each candidate what issues besides separation are important to them. Mr. Watts said that question was answered by the candidates in their written questions.

i. Discussion of personnel

This was discussed in executive session.

j. Approve minutes: September 27, 2021 – Joint

Ms. Delphia asked the following line not be changed in the September 13th minutes, "Ms. Delphia wondered how often the retainer contracts would be reviewed." The other correction to the September 13th minutes will now read as follows, "Mr. Murray asked Mr. Martin whether this method would be used for all contracting or just for emergencies."

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, to approve the minutes as amended. Motion passed 4-0.

6. CONSENT AGENDA

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA to accept the consent agenda. Motion passed 4-0.

~~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: Ms. Hill-Fleury thanked everyone who helped to make the Out & About event a success. Mr. Watts thanked staff for their work on the Leak Detection Survey.

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

PATRICK MURRAY made a motion, seconded by TRACEY DELPHIA, 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, Deputy Manager, and the Town Attorney. Motion passed 4-0.

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

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, 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 passed 4-0.

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, 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. Motion passed 4-0.

c. An executive session may be needed to discuss personnel matters

PATRICK MURRAY made a motion, seconded by DAWN HILL-FLEURY, 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. Motion passed 4-0.

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, to exit executive session. Motion passed 4-0.

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, to appoint the following people to the Conservation and Trails Committee: Shannon Jackson for a term ending June 30, 2024; Lauren Cohen for a term ending June 30, 2023; Rusty Brink for a term ending June 30, 2022; and Betsy Dunn for a term ending June 30, 2022. Motion passed 4-0.

The Selectboard encouraged the other candidates to continue attending Conservation and Trails Committee meetings.

9. ADJOURN

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, to adjourn. Motion passed 4-0 at 11:18 p.m.

Respectfully Submitted,
Darby Mayville
Recording Secretary

**TOWN OF ESSEX SELECTBOARD
SPECIAL MEETING MINUTES
Tuesday, October 5, 2021**

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager

OTHERS PRESENT: Kendall Chamberlin; Kevin Collins; Susan Cook; Annie Cooper; Maureen Gillard; Timothy LaBombard; Rachael Lizotte; Gabrielle Smith; Margaret Smith; Mike Sullivan; Irene Wrenner; Sharon Zukowski

1. CALL TO ORDER

Mr. Watts called the Essex Selectboard to order at 6:30 PM.

2. AGENDA ADDITIONS/ CHANGES

There were no additions or changes to the agenda.

3. AGENDA APPROVAL

With no additions or changes to the agenda, approval was not required.

4. PUBLIC TO BE HEARD

a. Comments from Public on Items Not on Agenda

There were no comments from the public at this time.

5. BUSINESS ITEMS

a. *Interview and potential appointment: Kenneth Willetts, Selectboard

This candidate was no longer running for the appointment and was not interviewed.

b. *Interview and potential appointment: Timothy LaBombard, Selectboard

The Selectboard members interviewed Mr. LaBombard for the vacant Selectboard seat. Regarding Mr. Watts' request to make an opening statement (question 1), Mr. LaBombard talked about his upbringing in the region, his experience as an electrician and his role with the International Brotherhood of Electrical Workers. Regarding Ms. Delphia's request to explain what it means to be a public servant (question 2), Mr. LaBombard said this was about governing with people's interests in mind. Regarding Mr. Murray's request to describe what diversity, equity and inclusion means to him, as it relates to representation in local government (question 3), Mr. LaBombard said these ideas should be considered throughout the process of governing. He talked about equal opportunities and understanding the interests of constituents. In response to Mr. Watts' request for three suggestions of things that can be done in Essex to welcome people of various backgrounds and nationalities (question 4), Mr. LaBombard suggested hosting diverse entertainment; welcoming and including people; and retaining people by showing what Essex has to offer. Regarding Ms. Delphia's request to share how he thinks the Selectboard should proceed when discussing separation of the Village of Essex Junction and the Town of Essex (question 5), Mr. LaBombard said he wanted them to find common ground in disagreements and guide the way forward with level emotions. In response to Ms. Hill-Fleury's request that he talk about a time when he changed his mind on an issue, and to share what the issue was and how the change came about (question 6), Mr. LaBombard described his experience of pre-judging someone then recognizing his error and moving forward with greater insight. In response to Ms. Delphia's question about whether he would run for the Selectboard at Town Meeting (question 7), Mr. LaBombard said he would run. In response to Mr. Watts' request that Mr. Bombard make a

closing statement or ask questions (question 8), Mr. LaBombard thanked the Selectboard for considering his interest and said he would like to use his unique talents to help find solutions.

c. *Interview and potential appointment: Susan Cook, Selectboard

The Selectboard members asked Ms. Cook the same questions, in the same order as the previous candidate, to interview her for the vacant Selectboard seat. Regarding question 1, Ms. Cook talked about her life and leadership experiences in Essex; experience as a project manager; service on the energy committee; and previous experience on the Selectboard. Regarding question 2, Ms. Cook said a public servant is someone who respectfully responds and is available while representing the public interests. Regarding question 3, Ms. Cook talked about bringing forward diversity of races, religion, sexual orientation, experiences and thinking in the community; creating opportunities for community engagement; and valuing diverse perspectives in leadership. In response to question 4, she suggested up-to-date trainings; setting up a mentoring program for diversity in leadership; and hosting community-wide culture-sharing and awareness events. Regarding question 5, Ms. Cook discussed the importance of slowing down to clarify a vision for how the Essex communities would thrive in either scenario, of separation or not separating. She suggested that alleviating urgency could encourage solution-based planning. In response to question 6, Ms. Cook talked about her decision-making experience in team leadership, where the preferred directions of a group may not have been her first preferences. In response to question 7, Ms. Cook said she would determine whether or not to run for the Selectboard seat during the same timeline as others. In response to question 8, Ms. Cook asked what the Selectboard 's budget building focus would be this fall. Mr. Watts talked about focusing on climate change, diversity, equity and inclusion, and the potential of separation, while not anticipating cuts this year.

d. *Interview and potential appointment: Kendell Chamberlin, Selectboard

The Selectboard members asked the same questions to Mr. Chamberlin, in the same order as the previous candidates, to interview him for the vacant Selectboard seat. Regarding question 1, Mr. Chamberlin said he is a lifelong resident of Essex with 30 years of experience working in municipal government. He said he had no hidden agenda going onto the Selectboard and he wanted to share his perspectives. Regarding question 2, Mr. Chamberlin talked about how public servants may overrule their own interests and values to meet the needs of citizens and to set a course forward. Regarding question 3, Mr. Chamberlin talked about how diversity, equity and inclusion are important in order to reinforce acceptance and appreciation of people's backgrounds and experiences. He said diverse perspectives can lead to better decision-making. In response to question 4, Mr. Chamberlin described himself as neighborly and welcoming. He said Essex could acknowledge diverse religious holidays; provide public opportunities that highlight specific cultures; and decide to do some of the things listed on the Welcoming America website. Regarding question 5, Mr. Chamberlin said that the Selectboard should move ahead with separation planning and his experience working for Richmond during their merger could help with the process. He said he understands the unique needs and perspectives between urban and rural residents. Regarding question 6, Mr. Chamberlin talked changing his point of view from supporting a merger in Essex to now supporting the idea of separation. In response to question 7, Mr. Chamberlin said he would run for a seat on the Selectboard at Town Meeting. In response to question 8, Mr. Chamberlin described himself as an ordinary guy who loves Essex and his neighbors. He said the opportunity attracted a good pool of candidates to choose from.

6. READING FILE

a. Board member comments

- Ms. Delphia said she attended the Vermont League of Cities and Towns' Town Fair and found it valuable. She said it would be worthwhile for others to attend. Mr. Teich agreed and talked about topics covered and how people can participate virtually.

b. List of Boards/Committees/Commissions vacancies

c. Upcoming meeting schedule

7. EXECUTIVE SESSION

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

PATRICK MURRAY made a motion, seconded by DAWN HILL-FLEURY, 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.

Ms. Wrenner requested that the Selectboard return from executive session to state what the decision for this appointment would be.

Ms. Cooper requested that the Selectboard also return to the Microsoft Team link to share the decision with virtual attendees.

The motion passed 4-0 at 7:28 PM.

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, to exit executive session.

The motion passed 4-0 at 8:15 PM.

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, to appoint Susan Cook to fill the Selectboard opening until the vacancy is filled at annual Town Meeting in March. The motion passed 4-0.

8. ADJOURN

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, to adjourn. The motion passed 4-0 at 8:22 PM.

Respectfully Submitted,
Cathy Ainsworth
Recording Secretary

Approved this _____ day of _____, 2021
(See minutes of this day for corrections, if any)

Tracey Delphia, Clerk, Selectboard

10/01/21

Town of Essex / Village of EJ Accounts Payable

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12:53 pm

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For Check Acct 01 (GENERAL FUND) All check #s 10/01/21 To 10/01/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
37985	A T & T MOBILITY	08/27/21 RK Cell Phones IBR Hot S 87301810821	110-5-30-12-530.000 Communications	207.11	36196	10/01/21
19815	AMAZON CAPITAL SERVICES	09/24/21 metal for door protection 1LTWFLGWLM1	110-5-41-10-431.000 R&M Buildings & Grounds	29.69	36199	10/01/21
19815	AMAZON CAPITAL SERVICES	09/28/21 Clerk Receipt Paper 1R74NMCP69HK	110-5-14-10-735.000 Tech: Equip/Hardware	59.90	36199	10/01/21
44595	APPLIED CONCEPTS INC	09/13/21 RADAR EQUIPMENT 390510	110-5-90-00-895.000 State or Other Grant Exp	4008.00	36201	10/01/21
07465	BIBENS ACE HARDWARE INC	09/20/21 blades for power tools 42504	110-5-40-12-611.000 Small Tools and Equipment	46.98	36206	10/01/21
07465	BIBENS ACE HARDWARE INC	09/24/21 ant traps for Public Work 42531	110-5-41-14-610.000 General Supplies	2.99	36206	10/01/21
07465	BIBENS ACE HARDWARE INC	09/24/21 paint for picnic table 42536	110-5-41-14-431.000 R&M Buildings & Grounds	40.96	36206	10/01/21
07465	BIBENS ACE HARDWARE INC	09/24/21 paint for exterior of bui 42537	110-5-41-10-431.000 R&M Buildings & Grounds	21.06	36206	10/01/21
07465	BIBENS ACE HARDWARE INC	09/27/21 bolts for truck tarp 108 42553	110-5-40-12-430.001 R&M Vehicles - Supplies	7.16	36206	10/01/21
07465	BIBENS ACE HARDWARE INC	09/28/21 painting supplies 5 Jeric 42562	110-5-41-14-431.000 R&M Buildings & Grounds	26.56	36206	10/01/21
07465	BIBENS ACE HARDWARE INC	09/28/21 cable for culvert on Old 42564	110-5-40-12-610.000 General Supplies	18.72	36206	10/01/21
07465	BIBENS ACE HARDWARE INC	09/29/21 tape measure 42568	110-5-40-12-611.000 Small Tools and Equipment	26.99	36206	10/01/21
11375	CASELLA WASTE MANAGEMENT	09/01/21 SH Trash Removal sept 3208012	110-5-30-11-570.000 Other Purchased Services	210.84	36209	10/01/21
07710	CCR SALES AND SERVICE LLC	09/24/21 Throttle 56222	110-5-30-12-430.000 R&M Vehicles & Equipment	50.13	36211	10/01/21
25530	CHARLEBOIS TRUCK PARTS	10/14/20 core credit for brake sho DIT14349	110-5-40-12-430.001 R&M Vehicles - Supplies	-77.26	36213	10/01/21
25530	CHARLEBOIS TRUCK PARTS	03/01/21 part for MB snow blower DIT19657	110-5-40-12-430.001 R&M Vehicles - Supplies	23.80	36213	10/01/21
25530	CHARLEBOIS TRUCK PARTS	04/05/21 Rototiller Parts DIT21192	110-5-30-12-431.000 R&M Buildings & Grounds	43.36	36213	10/01/21
25530	CHARLEBOIS TRUCK PARTS	09/24/21 torque wrench IT29063	110-5-40-12-611.000 Small Tools and Equipment	428.02	36213	10/01/21
23455	CHITTENDEN SOLID WASTE DI	09/27/21 disposal of plastic 3337233	110-5-40-12-570.000 Other Purchased Services	16.00	36214	10/01/21
23525	CLARK'S TRUCK CENTER INC	09/27/21 tire cage 452173	110-5-40-12-611.000 Small Tools and Equipment	459.99	36215	10/01/21
23525	CLARK'S TRUCK CENTER INC	09/14/21 credit for labor 67919	110-5-40-12-430.000 R&M Vehicles & Equipment	-116.00	36215	10/01/21
04940	COMCAST	09/19/21 Internet 2 Lincoln 9/26-1 0136343 0921	110-5-41-10-900.000 Transfer btwn Town/Villag	163.39	36216	10/01/21
21630	EEC EXCAVATING LLC	09/27/21 repair parking lot draina 179	110-5-41-11-431.000 R&M Buildings & Grounds	5900.00	36222	10/01/21
03280	ENGINEERS CONSTRUCTION IN	09/20/21 Greenbriar patch pave 3901	110-5-40-12-451.000 Summer Construction Servi	10800.00	36224	10/01/21
14320	ESSEX WESTFORD SCHOOL DIS	09/15/21 50% Education Taxes FY22 1	110-2-00-00-215.001 Due to School District	19860376.49	36227	10/01/21

10/01/21

Town of Essex / Village of EJ Accounts Payable

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12:53 pm

Check Warrant Report # 17913 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 10/01/21 To 10/01/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
14595	FOLEY SERVICES INC	09/21/21	CARPET RUNNERS 1390638	110-5-41-13-400.000 Contracted Services	48.40	36233 10/01/21
07000	GALLS INC	09/09/21	UNIFORM PANTS 19250280	110-5-20-10-612.000 Uniforms	155.42	36234 10/01/21
04035	GOT THAT RENTAL & SALES I	09/15/21	Safety Glasses 90903	110-5-30-12-610.000 General Supplies	5.98	36236 10/01/21
04035	GOT THAT RENTAL & SALES I	09/15/21	Maint Supplies 90904	110-5-30-12-430.000 R&M Vehicles & Equipment	21.84	36236 10/01/21
04035	GOT THAT RENTAL & SALES I	09/23/21	Oil 91310	110-5-30-12-430.000 R&M Vehicles & Equipment	90.72	36236 10/01/21
07010	GREEN MOUNTAIN POWER CORP	09/09/21	Power various locations 090921D vari	110-5-41-10-622.000 Electricity	216.54	36238 10/01/21
07010	GREEN MOUNTAIN POWER CORP	09/09/21	Power various locations 090921D vari	110-5-41-11-622.000 Electricity	52.36	36238 10/01/21
07010	GREEN MOUNTAIN POWER CORP	09/09/21	Power various locations 090921D vari	110-5-41-12-622.000 Electricity	50.64	36238 10/01/21
07010	GREEN MOUNTAIN POWER CORP	09/09/21	Power various locations 090921D vari	110-5-41-15-622.000 Electricity	166.79	36238 10/01/21
07010	GREEN MOUNTAIN POWER CORP	09/09/21	Power various locations 090921D vari	110-5-41-16-622.000 Electricity	24.49	36238 10/01/21
07010	GREEN MOUNTAIN POWER CORP	09/16/21	street lights Saxon Hill 091621SHRSL	110-5-40-12-622.200 Streetlight Electricity	40.37	36239 10/01/21
07010	GREEN MOUNTAIN POWER CORP	09/16/21	street lights ESSEX HIGHL 0921EHMSL	110-5-40-12-622.200 Streetlight Electricity	115.68	36239 10/01/21
07010	GREEN MOUNTAIN POWER CORP	09/02/21	IBR Ticket Booth Power Au 0921IBTB	110-5-30-12-570.000 Other Purchased Services	24.94	36239 10/01/21
07010	GREEN MOUNTAIN POWER CORP	09/16/21	street lights 8/17-9/16/2 0921SHRLM	110-5-40-12-622.200 Streetlight Electricity	30.64	36239 10/01/21
07010	GREEN MOUNTAIN POWER CORP	09/16/21	street lights SAXON 8/17- 0921SHRSL152	110-5-40-12-622.200 Streetlight Electricity	24.94	36240 10/01/21
10810	HARRISON REDI MIX CORP	09/22/21	sidewalk repairs - Meadow 52853	110-5-40-12-610.000 General Supplies	605.00	36243 10/01/21
28255	JOHN LEO & SONS INC	09/23/21	culvert replacement - Old 202914	110-5-40-12-575.000 Storm Sewer Maintenance	1555.00	36251 10/01/21
28255	JOHN LEO & SONS INC	09/23/21	topsoil for sidewalk repa 203090	110-5-40-12-610.000 General Supplies	135.00	36251 10/01/21
13760	JOHNSON HARDWARE & RENTAL	09/24/21	culvert pipe for yard sto 44453	110-5-40-12-610.000 General Supplies	1469.20	36252 10/01/21
26330	LAKE CHAMPLAIN CHAMBER	09/06/21	membership dues 10/1-9/30 78299	110-1-00-00-120.000 Prepaid Expenses	275.00	36255 10/01/21
26330	LAKE CHAMPLAIN CHAMBER	09/06/21	membership dues 10/1-9/30 78299	110-5-17-10-800.104 Chamber of commerce	825.00	36255 10/01/21
03845	LAWSON PRODUCTS INC	09/17/21	restock sire connectors e 9308823803	110-5-40-12-430.001 R&M Vehicles - Supplies	10.64	36257 10/01/21
08645	LOWES BUSINESS ACCT/SYNCB	09/01/21	Clerks office renovation 02611	110-5-41-10-431.000 R&M Buildings & Grounds	12.57	36261 10/01/21
08645	LOWES BUSINESS ACCT/SYNCB	08/19/21	EMS Field Hockey Goals Re 02787A	110-1-00-00-130.000 Exchange - General	282.19	36261 10/01/21
08645	LOWES BUSINESS ACCT/SYNCB	08/19/21	Hockey Rink Boards 02788	110-5-30-12-610.000 General Supplies	67.36	36261 10/01/21

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Town of Essex / Village of EJ Accounts Payable

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Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
08645	LOWES BUSINESS ACCT/SYNCB	09/02/21	Clerks office renovation 02828	110-5-41-10-431.000 R&M Buildings & Grounds	93.02	36261	10/01/21
08645	LOWES BUSINESS ACCT/SYNCB	08/26/21	supplies for clerks offic 02850	110-5-41-10-431.000 R&M Buildings & Grounds	53.20	36261	10/01/21
08645	LOWES BUSINESS ACCT/SYNCB	09/02/21	Clerks office renovation 02907	110-5-41-10-431.000 R&M Buildings & Grounds	6.90	36261	10/01/21
08645	LOWES BUSINESS ACCT/SYNCB	08/27/21	FAIR SUPPLIES 09897	110-5-20-10-610.000 General Supplies	109.23	36261	10/01/21
08645	LOWES BUSINESS ACCT/SYNCB	09/16/21	supplies for PW office 10192	110-5-41-14-610.000 General Supplies	46.76	36261	10/01/21
08645	LOWES BUSINESS ACCT/SYNCB	08/25/21	FAIR SUPPLIES 10496	110-5-20-10-610.000 General Supplies	225.40	36261	10/01/21
08645	LOWES BUSINESS ACCT/SYNCB	09/14/21	2 AND 4 CYCLE CANNED GAS 10774	110-5-25-10-610.000 General Supplies	99.60	36261	10/01/21
08645	LOWES BUSINESS ACCT/SYNCB	09/14/21	SALES TAX CREDIT 18362	110-5-25-10-610.000 General Supplies	-5.64	36261	10/01/21
21095	MAIN ST FLOOR COVERING	08/12/21	new floor in bathroom ki 14951	110-5-41-14-431.000 R&M Buildings & Grounds	1110.00	36262	10/01/21
26475	MCNEIL,LEDDY, & SHEAHAN I	09/17/21	legal bill for town thru 091721D	110-5-10-10-320.000 Legal Services	5120.00	36263	10/01/21
05485	NATIONAL BUSINESS LEASING	09/25/21	Paper cut 9/15-10/14/21 73912893	110-5-14-10-505.000 Tech Subs & Licenses	295.00	36264	10/01/21
29950	NATIONAL FIRE PROTECTION	09/27/21	ANNUAL NFPA FIRE CODES UP 8028725X	110-5-25-10-500.000 Training, Conf, Dues	1495.00	36265	10/01/21
27240	OTIS ELEVATOR COMPANY	09/13/21	Maintenance Service from 100400526825	110-5-41-10-400.000 Contracted Services	231.84	36267	10/01/21
23420	P & P SEPTIC SERVICE INC.	09/20/21	IBR Portolet October T562741	110-5-30-12-570.000 Other Purchased Services	110.00	36269	10/01/21
23420	P & P SEPTIC SERVICE INC.	09/23/21	auger sewer line PW Garag T563031	110-5-41-15-431.000 R&M Buildings & Grounds	210.00	36269	10/01/21
12445	P&J PAINTING OF VT	09/29/21	repair painting done at 09292101	110-5-41-15-431.000 R&M Buildings & Grounds	4018.78	36270	10/01/21
25140	PIKE INDUSTRIES INC	09/17/21	Asphalt 1153564	110-5-40-12-605.000 Summer Construction Suppl	133.32	36274	10/01/21
24325	RADIO NORTH GROUP INC	09/17/21	cable for sweeper #101 2143460	110-5-40-12-530.000 Communications	15.00	36278	10/01/21
10425	REGIONAL STORMWATER EDUCA	09/13/21	FY22 Annual Dues ReThink 152	110-5-40-13-510.000 Permits, Licenses, Reg	6000.00	36280	10/01/21
10425	REGIONAL STORMWATER EDUCA	09/13/21	FY22 Annual Dues ReThink 159	110-5-40-13-510.000 Permits, Licenses, Reg	6000.00	36280	10/01/21
37965	S D IRELAND CONCRETE	09/21/21	sidewalk work - Bluestem 92182	110-5-40-12-610.000 General Supplies	393.50	36281	10/01/21
02550	SANEL NAPA	08/31/21	restock filters 91131500046	110-5-40-12-430.001 R&M Vehicles - Supplies	12.52	36283	10/01/21
02550	SANEL NAPA	08/25/21	shop supplies 9131490636	110-5-40-12-430.001 R&M Vehicles - Supplies	50.72	36283	10/01/21
02550	SANEL NAPA	09/07/21	restock bulbs/filters 9131509742	110-5-40-12-430.001 R&M Vehicles - Supplies	11.13	36283	10/01/21
02550	SANEL NAPA	09/14/21	restock hydraulic hose fi 9131522585	110-5-40-12-430.001 R&M Vehicles - Supplies	28.87	36283	10/01/21

10/01/21

Town of Essex / Village of EJ Accounts Payable

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
22540	08/17/21	SERVPRO OF BURLINGTON/MID water damage clean up fro VTBU8XAUG21	110-5-41-10-431.000 R&M Buildings & Grounds	529.38	36289	10/01/21
42565	09/22/21	SEVEN DAYS Legal Ad-PC 214906	110-5-16-10-540.000 Advertising	89.44	36290	10/01/21
12145	08/11/21	SHRED-EX 81 Main shredding 20503	110-5-41-10-431.000 R&M Buildings & Grounds	50.00	36292	10/01/21
41375	09/27/21	SOUTH BURLINGTON POLICE D Officer fair hours 90921	110-5-20-16-570.000 Other Purchased Services	3300.00	36295	10/01/21
04525	09/27/21	STANTEC CONSULTING SVC IN 2021 Landfill Certificati 1837218	110-5-40-10-331.000 Landfill Monitoring	715.00	36296	10/01/21
11815	09/20/21	THE ROYAL GROUP INC SERVER REPAIR 682798	110-5-20-10-432.000 R&M Technology	1165.50	36297	10/01/21
19880	09/24/21	TREASURER, STATE OF VERMO UST Tank Assessment Fee 4D5DC936	110-5-40-12-570.000 Other Purchased Services	100.00	36299	10/01/21
43260	09/09/21	ULINE HAZ MAT BOOMS, OADS, SUPP 138473093	110-5-25-10-610.000 General Supplies	540.00	36300	10/01/21
28455	09/24/21	UNITED CONSTRUCTION & FOR seal kit - loader #219 9118916	110-5-40-12-430.001 R&M Vehicles - Supplies	52.63	36301	10/01/21
28455	09/24/21	UNITED CONSTRUCTION & FOR Seal kit - Loader #219 9119391	110-5-40-12-430.001 R&M Vehicles - Supplies	25.45	36301	10/01/21
44805	09/03/21	VMERS DB Payroll Transfer PR-09/03/21	110-2-00-00-210.004 Retirement Payable	23086.03	36304	10/01/21
44805	09/10/21	VMERS DB Payroll Transfer PR-09/10/21	110-2-00-00-210.004 Retirement Payable	26894.36	36304	10/01/21
44805	09/17/21	VMERS DB Payroll Transfer PR-09/17/21	110-2-00-00-210.004 Retirement Payable	22366.53	36304	10/01/21
44805	09/24/21	VMERS DB Payroll Transfer PR-09/24/21	110-2-00-00-210.004 Retirement Payable	21427.43	36304	10/01/21
28435	06/02/21	VOICES FOR INCLUSION IN E HUMAN SERVICES FUNDING FY 092721D	110-5-18-10-800.100 Human Services Grants	22510.00	36305	10/01/21
24130	09/28/21	VT DEPT ENVIRONMENTAL CON 2021 - 2022 SW Operating 70249014ARAA	110-5-40-13-510.000 Permits, Licenses, Reg	6508.00	36306	10/01/21
24130	09/28/21	VT DEPT ENVIRONMENTAL CON Stormwater permit fee 70259014ARA	110-5-40-13-510.000 Permits, Licenses, Reg	7058.00	36307	10/01/21
22040	09/27/21	VT DEPT OF MOTOR VEHICLES lost plate on Trailer (AA 092721D	110-5-40-13-510.000 Permits, Licenses, Reg	7.00	36308	10/01/21
29825	09/23/21	VT GAS SYSTEMS 8/19-9/20/21 Gas various 21502	110-5-41-15-621.000 Natural Gas/Heating	41.63	36311	10/01/21
29825	09/23/21	VT GAS SYSTEMS 8/19-9/20/21 Gas various 21502	110-5-41-11-621.000 Natural Gas/Heating	87.55	36311	10/01/21
29825	09/23/21	VT GAS SYSTEMS 8/19-9/20/21 Gas various 21502	110-5-41-14-621.000 Natural Gas/Heating	40.58	36311	10/01/21
29825	09/23/21	VT GAS SYSTEMS 8/19-9/20/21 Gas various 21502	110-5-41-12-621.000 Natural Gas/Heating	87.33	36311	10/01/21
29825	09/23/21	VT GAS SYSTEMS 8/19-9/20/21 Gas various 21502	110-5-41-17-621.000 Natural Gas/Heating	42.65	36311	10/01/21
29825	09/23/21	VT GAS SYSTEMS 8/19-9/20/21 Gas various 21502	110-5-41-10-621.000 Natural Gas/Heating	59.28	36311	10/01/21
29825	09/23/21	VT GAS SYSTEMS 8/19-9/20/21 Gas various 21502	110-5-41-18-621.000 Natural Gas/Heating	40.58	36311	10/01/21

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Check Warrant Report # 17913 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 10/01/21 To 10/01/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
27030	10/01/21	Payroll Transfer PR-10/01/21	110-2-00-00-210.005 Misc Deductions Payable	311.54	36313	10/01/21
14545	10/01/21	Payroll Transfer PR-10/01/21	110-2-00-00-210.005 Misc Deductions Payable	464.48	9280508	10/01/21
23055	10/01/21	Payroll Transfer PR-10/01/21	110-2-00-00-210.004 Retirement Payable	701.53	9280509	10/01/21
09005	10/01/21	Payroll Transfer PR-10/01/21	110-2-00-00-210.005 Misc Deductions Payable	3950.48	9280510	10/01/21
V1161	10/01/21	Payroll Transfer PR-10/01/21	110-2-00-00-210.004 Retirement Payable	10550.97	9300269	10/01/21
V1160	10/01/21	Payroll Transfer PR-10/01/21	110-2-00-00-210.004 Retirement Payable	1456.35	9300270	10/01/21
17425	10/01/21	Payroll Transfer PR-10/01/21	110-2-00-00-210.004 Retirement Payable	25.00	9300272	10/01/21
05390	10/01/21	Payroll Transfer PR-10/01/21	110-2-00-00-210.010 Judgements Payable	69.23	21100101	10/01/21
21385	10/01/21	Payroll Transfer PR-10/01/21	110-2-00-00-210.009 HSA Payable HE	159.50	21100102	10/01/21
07575	09/14/21	AM/Rtc 15 Intersection Pr Payment#3	130-5-40-10-720.006 VT15/Allen Martin Dr	42535.11	36217	10/01/21
23595	09/24/21	SH Pool Facility 9823JH	130-5-30-12-750.001 Park Asset Replacement	5634.18	36242	10/01/21
07465	09/24/21	fly paper for W/S bldg 42538	151-5-51-10-431.000 R&M Buildings & Grounds	4.99	36206	10/01/21
07010	09/09/21	Power various locations 090921D vari	151-5-51-30-622.000 Electricity	440.61	36238	10/01/21
00710	09/29/21	shipping charges for wate 09292021D	151-5-51-20-570.000 Other Purchased Services	68.68	36302	10/01/21
29825	09/23/21	8/19-9/20/21 Gas various 21502	151-5-51-10-621.000 Natural Gas/Heating	40.58	36311	10/01/21
29825	09/23/21	8/19-9/20/21 Gas various 21502	151-5-51-10-621.000 Natural Gas/Heating	24.50	36311	10/01/21
22535	09/05/21	Movie Night Events 090521D	159-5-30-20-835.000 Program Instructor Fees	172.50	36293	10/01/21
V0795	09/29/21	Escrow Pmt to Builders Es 17CorpDr	175-2-00-00-200.005 Misc Escrow-Builders	23000.00	36226	10/01/21
2200	09/27/21	25 Carmichael Escrow Rele 092721D	175-2-00-00-200.005 Misc Escrow-Builders	20010.31	36288	10/01/21

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Check Warrant Report # 17913 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 10/01/21 To 10/01/21 & Fund 1

Vendor	Invoice	Invoice Description		Amount	Check	Check
	Date	Invoice Number	Account	Paid	Number	Date
-----				-----		
		Report Total		20161390.63		
				=====		

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 \$ 20,161,390.63
Let this be your order for the payments of these amounts.

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Town of Essex / Village of EJ Accounts Payable

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Check Warrant Report # 17915 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 10/08/21 To 10/08/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
02420	11/27/20	AUTOZONE LIGHT BULB RETURN 3236839526	110-5-20-10-430.000 R&M Vehicles & Equipment	-14.79	36326	10/08/21
02000	09/20/21	BAKER & TAYLOR, INC Adult Book 5017224378	110-5-35-10-640.201 Adult Collection	45.49	36327	10/08/21
02000	09/20/21	BAKER & TAYLOR, INC Adult Book 5017224378	110-5-35-10-610.000 General Supplies	2.10	36327	10/08/21
29295	09/21/21	BARTOL CURT R PHD WHALLEY MMPI-2 092121D	110-5-20-10-330.000 Professional Services	15.00	36328	10/08/21
29295	09/27/21	BARTOL CURT R PHD MARCH MMPI-2 092721D	110-5-20-10-330.000 Professional Services	15.00	36328	10/08/21
07465	07/09/21	BIBENS ACE HARDWARE INC BEND J 1.5+1.25WSHR WHT 41805	110-5-20-10-611.000 Small Tools and Equipment	5.99	36329	10/08/21
07465	10/01/21	BIBENS ACE HARDWARE INC for tent tie down - Out 42595	110-5-41-15-610.000 General Supplies	33.96	36329	10/08/21
07465	10/04/21	BIBENS ACE HARDWARE INC hose for water tank 42609	110-5-40-12-611.000 Small Tools and Equipment	42.99	36329	10/08/21
07465	10/04/21	BIBENS ACE HARDWARE INC shop supplies 42619	110-5-40-12-610.000 General Supplies	7.37	36329	10/08/21
22545	09/23/21	BOKAN FORD 2021 FORD EXP HYBRID CRUI 092321D	110-5-20-10-751.000 Vehicle Purchases	36469.00	36331	10/08/21
22545	10/05/21	BOKAN FORD NEW CRUISER 100521D	110-5-20-10-751.000 Vehicle Purchases	36469.00	36331	10/08/21
24475	08/30/21	BOND O'REILLY AUTO-ESSEX shop tools 5677319398	110-5-40-12-611.000 Small Tools and Equipment	53.58	36332	10/08/21
24475	08/31/21	BOND O'REILLY AUTO-ESSEX oil for car #21 5677319613	110-5-40-12-430.001 R&M Vehicles - Supplies	59.94	36332	10/08/21
24475	09/23/21	BOND O'REILLY AUTO-ESSEX shop tools 5677323054	110-5-40-12-611.000 Small Tools and Equipment	21.98	36332	10/08/21
24475	09/27/21	BOND O'REILLY AUTO-ESSEX supplies for z-turn mower 5677323658	110-5-40-12-430.001 R&M Vehicles - Supplies	17.97	36332	10/08/21
20825	10/06/21	BROSS FREDERICK C Refund Tax Credit 2015011000A	110-2-00-00-200.002 Overpayments Payable	1425.94	36334	10/08/21
22570	10/06/21	CAWTHON FLOYD DALE Refund Tax Credit 2019003000	110-2-00-00-200.002 Overpayments Payable	889.03	36335	10/08/21
23525	09/28/21	CLARK'S TRUCK CENTER INC repairs to trk 104 not co 67929	110-5-40-12-430.000 R&M Vehicles & Equipment	851.00	36339	10/08/21
39475	10/04/21	CLAUSSEN'S INC Mums for fall gardens 24645	110-5-40-12-571.000 Streetscape Maintenance	43.50	36340	10/08/21
04940	09/17/21	COMCAST Internet/cable 81 Main 9/ 0109571 0921	110-5-41-10-530.000 Communications	224.80	36341	10/08/21
04940	09/14/21	COMCAST SH Phone/Internet October 0116220 1021	110-5-30-11-530.000 Communications	149.95	36342	10/08/21
04940	09/26/21	COMCAST EPD CABLE/INTERNET 0136954 0921	110-5-20-10-530.000 Communications	97.09	36344	10/08/21
04940	09/26/21	COMCAST EPD CABLE/INTERNET 0136954 0921	110-5-20-10-432.000 R&M Technology	270.92	36344	10/08/21
04940	09/27/21	COMCAST internet service 5 Jerich 0167066 092A	110-5-41-14-530.000 Communications	163.39	36345	10/08/21
19330	09/21/21	CONSOLIDATED COMMUNICATIO EPD POTS LINES 092121D EPD	110-5-41-13-530.000 Communications	256.01	36348	10/08/21

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Check Warrant Report # 17915 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 10/08/21 To 10/08/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
19330	09/30/21	CONSOLIDATED COMMUNICATIO Phone svc potts lines 8/3 093021D	110-5-30-11-530.000 Communications	58.99	36349	10/08/21
07530	09/10/21	CURTIS LUMBER INC supplies for Clerks offic 2109233985	110-5-41-10-431.000 R&M Buildings & Grounds	39.14	36352	10/08/21
40025	09/29/21	E J PRESCOTT INC culvert pipe - Chapin Roa 5931667	110-5-40-12-610.000 General Supplies	431.87	36354	10/08/21
35260	06/22/21	EAST COAST PRINTERS INC TOE masks per Evan 06012188	110-5-10-10-610.000 General Supplies	240.00	36355	10/08/21
39060	09/30/21	ESSEX CAR WASH INC SEP CAR WASHES 3832	110-5-20-10-430.000 R&M Vehicles & Equipment	42.00	36358	10/08/21
05775	09/20/21	FBI-LEEDA ELI TRAINING 2000588404	110-5-20-10-500.000 Training, Conf, Dues	1390.00	36362	10/08/21
19160	09/24/21	FIRST NATIONAL BANK OMAHA Credit Card bill_Duggan 0617 921	110-5-10-10-500.000 Training, Conf, Dues	23.12	36364	10/08/21
14595	09/28/21	FOLEY SERVICES INC CARPET RUNNERS 1391876	110-5-41-13-400.000 Contracted Services	50.15	36367	10/08/21
13570	09/21/21	GALE/CENGAGE LEARNING Large Print Adult Books 75827457	110-5-35-10-640.201 Adult Collection	152.75	36368	10/08/21
07000	09/20/21	GALLS INC FLARES FOR CRUISERS 019331342	110-5-20-10-611.000 Small Tools and Equipment	322.23	36369	10/08/21
04035	10/04/21	GOT THAT RENTAL & SALES I safety glasses 91741	110-5-40-12-612.000 Uniforms	9.28	36372	10/08/21
07010	09/09/21	GREEN MOUNTAIN POWER CORP SH Power August 090921SHRR	110-5-41-16-622.000 Electricity	1090.76	36374	10/08/21
07010	09/27/21	GREEN MOUNTAIN POWER CORP Power 8/26-9/27/21 0921Dvarious	110-5-40-12-622.200 Streetlight Electricity	8676.31	36377	10/08/21
07010	09/27/21	GREEN MOUNTAIN POWER CORP Power 8/26-9/27/21 0921Dvarious	110-5-41-24-622.000 Electricity	44.80	36377	10/08/21
07010	09/27/21	GREEN MOUNTAIN POWER CORP Power 8/26-9/27/21 0921Dvarious	110-5-41-18-622.000 Electricity	141.23	36377	10/08/21
07010	09/27/21	GREEN MOUNTAIN POWER CORP Power 8/26-9/27/21 0921Dvarious	110-5-41-14-622.000 Electricity	126.95	36377	10/08/21
07010	09/27/21	GREEN MOUNTAIN POWER CORP Power 8/26-9/27/21 0921Dvarious	110-5-41-16-622.000 Electricity	127.55	36377	10/08/21
07010	09/27/21	GREEN MOUNTAIN POWER CORP Power 8/26-9/27/21 0921Dvarious	110-5-41-17-622.000 Electricity	101.03	36377	10/08/21
41960	09/29/21	GUY'S FARM & YARD INC Ice Rink Supplies 220000332285	110-5-30-12-610.000 General Supplies	29.97	36378	10/08/21
23595	10/06/21	HAMMOND ELECTRIC INC electrical work to correc 9480HN	110-5-41-11-431.000 R&M Buildings & Grounds	1307.65	36380	10/08/21
10810	09/29/21	HARRISON REDI MIX CORP Sand Hill curbing repair 52953	110-5-40-12-610.000 General Supplies	420.00	36381	10/08/21
10810	09/30/21	HARRISON REDI MIX CORP sidewalk repair - Frederi 52970	110-5-40-12-610.000 General Supplies	420.00	36381	10/08/21
33495	09/17/21	INGRAM LIBRARY SERVICES I Juvenile Books 54889828	110-5-35-10-640.202 Juvenile Collection	35.16	36384	10/08/21
33495	09/17/21	INGRAM LIBRARY SERVICES I Juvenile Books 54889828	110-5-35-10-610.000 General Supplies	0.69	36384	10/08/21
33495	09/24/21	INGRAM LIBRARY SERVICES I Adult Books 55016693	110-5-35-10-610.000 General Supplies	42.35	36384	10/08/21

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Check Warrant Report # 17915 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 10/08/21 To 10/08/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
33495	INGRAM LIBRARY SERVICES I	09/24/21 Adult Books	110-5-35-10-640.201	467.20	36384	10/08/21
		55016693	Adult Collection			
33495	INGRAM LIBRARY SERVICES I	09/24/21 Adult Book	110-5-35-10-640.201	14.81	36384	10/08/21
		55016694	Adult Collection			
33495	INGRAM LIBRARY SERVICES I	09/24/21 Adult Book	110-5-35-10-610.000	0.69	36384	10/08/21
		55016694	General Supplies			
33495	INGRAM LIBRARY SERVICES I	09/24/21 Young Adult Book	110-5-35-10-640.202	9.52	36384	10/08/21
		55016695	Juvenile Collection			
33495	INGRAM LIBRARY SERVICES I	09/24/21 Young Adult Book	110-5-35-10-610.000	0.69	36384	10/08/21
		55016695	General Supplies			
33495	INGRAM LIBRARY SERVICES I	09/24/21 Juvenile Books	110-5-35-10-610.000	28.95	36384	10/08/21
		55016696	General Supplies			
33495	INGRAM LIBRARY SERVICES I	09/24/21 Juvenile Books	110-5-35-10-640.202	231.67	36384	10/08/21
		55016696	Juvenile Collection			
28255	JOHN LEO & SONS INC	03/10/21 heating fuel	110-5-41-15-626.000	328.27	36385	10/08/21
		118563	Gasoline			
28255	JOHN LEO & SONS INC	09/29/21 culvert/ditching- 67 Chap	110-5-40-12-575.000	1870.00	36385	10/08/21
		202555	Storm Sewer Maintenance			
28255	JOHN LEO & SONS INC	10/01/21 topsoil	110-5-40-12-605.000	45.00	36385	10/08/21
		203109	Summer Construction Suppl			
2575	LONG SELINA	10/06/21 Refund 2nd installment	110-2-00-00-205.000	4044.57	36389	10/08/21
		1070002023	Clearing - Taxes			
26920	MAYVILLE DARBY	09/29/21 recording secretary for J	110-5-30-11-530.000	73.71	36391	10/08/21
		17	Communications			
26920	MAYVILLE DARBY	10/06/21 recording secretary inv f	110-5-25-10-530.000	105.00	36391	10/08/21
		18	Communications			
07635	O'ROURKE MEDIA GROUP	09/30/21 ads - Fleury Rd and Contr	110-5-40-12-540.000	300.00	36397	10/08/21
		319782	Advertising			
22585	OGDEN DAVID D	10/06/21 Refund of Tax Credit	110-2-00-00-200.002	1284.00	36399	10/08/21
		1021024002	Overpayments Payable			
24100	PERMA-LINE CORP OF NEW EN	09/27/21 TRAFFIC SIGNS	110-5-40-12-610.000	123.00	36403	10/08/21
		188936	General Supplies			
27950	PETE'S TIRE BARNS INC	10/04/21 change front tires on Trk	110-5-40-12-430.001	116.90	36404	10/08/21
		039329	R&M Vehicles - Supplies			
24410	PRIORITY EXPRESS INC	09/30/21 Book Courier Service Sept	110-5-35-10-570.000	100.00	36408	10/08/21
		80512140	Other Purchased Services			
24325	RADIO NORTH GROUP INC	09/21/21 RADIO REPAIR	110-5-25-10-530.000	167.00	36412	10/08/21
		24143479	Communications			
28030	ROUTE 15 AUTOMOTIVE SERVI	09/27/21 LOF	110-5-20-10-430.000	34.95	36416	10/08/21
		131165	R&M Vehicles & Equipment			
28030	ROUTE 15 AUTOMOTIVE SERVI	09/30/21 LOF	110-5-20-10-430.000	104.95	36416	10/08/21
		131170	R&M Vehicles & Equipment			
43275	RYCANDON MECHANICAL, INC.	09/29/21 replaced toilet at Fire D	110-5-41-12-431.000	506.72	36417	10/08/21
		13880	R&M Buildings & Grounds			
03180	SAFETY SYSTEMS OF VT LLC	10/01/21 annual monitoring contrac	110-5-41-11-400.000	250.00	36419	10/08/21
		21005	Contracted Services			
03180	SAFETY SYSTEMS OF VT LLC	10/01/21 annual monitoring contrac	110-5-41-17-400.000	250.00	36419	10/08/21
		21006	Contracted Services			
12145	SHRED-EX	09/29/21 SEP Paper Shredding	110-5-20-10-330.000	50.00	36424	10/08/21
		20820	Professional Services			

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Check Warrant Report # 17915 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 10/08/21 To 10/08/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
26925	10/06/21	STAPLES CREDIT PLAN office supplies 100621D	110-5-41-14-610.000 General Supplies	97.65	36427	10/08/21
11815	09/16/21	THE ROYAL GROUP INC SERVER REPAIR 682380	110-5-20-10-432.000 R&M Technology	875.25	36430	10/08/21
11815	08/31/21	THE ROYAL GROUP INC yearly monitoring contrac 682629	110-5-41-24-400.000 Contracted Services	299.00	36430	10/08/21
21000	09/30/21	UNIFIRST CORPORATION wiper rags and mats 1080043456	110-5-40-12-430.001 R&M Vehicles - Supplies	129.55	36433	10/08/21
24550	09/22/21	UNIQUE PAVING MATERIALS C flexicrete for sidewalk r 62230	110-5-40-12-610.000 General Supplies	1274.18	36434	10/08/21
19720	09/01/21	VERIZON CONNECT NWF, INC. AUG AVL SERVICE OSV002540118	110-5-30-12-530.000 Communications	32.38	36435	10/08/21
19720	09/01/21	VERIZON CONNECT NWF, INC. AUG AVL SERVICE OSV002540118	110-5-40-12-530.000 Communications	291.42	36435	10/08/21
19720	10/01/21	VERIZON CONNECT NWF, INC. SEP AVL SERVICE OSV002567395	110-5-30-12-530.000 Communications	32.38	36436	10/08/21
19720	10/01/21	VERIZON CONNECT NWF, INC. SEP AVL SERVICE OSV002567395	110-5-40-12-530.000 Communications	291.42	36436	10/08/21
36130	09/18/21	VERIZON WIRELESS CELL PHONE SERVICE EPD 9888677269	110-5-20-10-530.000 Communications	206.69	36437	10/08/21
36130	09/18/21	VERIZON WIRELESS CELL PHONE SERVICE EPD 9888677269	110-5-41-10-530.000 Communications	121.26	36437	10/08/21
36130	09/18/21	VERIZON WIRELESS CELL PHONE SERVICE EPD 9888677269	110-5-20-10-432.000 R&M Technology	720.30	36437	10/08/21
36130	09/18/21	VERIZON WIRELESS CELL PHONE SERVICE EPD 9888677269	110-5-40-13-570.000 Other Purchased Services	40.01	36437	10/08/21
36130	09/18/21	VERIZON WIRELESS CELL PHONE SERVICE EPD 9888677269	110-5-30-10-530.000 Communications	40.42	36437	10/08/21
36130	09/18/21	VERIZON WIRELESS CELL PHONE SERVICE EPD 9888677269	110-5-18-10-530.000 Communications	40.42	36437	10/08/21
36130	09/18/21	VERIZON WIRELESS CELL PHONE SERVICE EPD 9888677269	110-5-30-12-530.000 Communications	40.42	36437	10/08/21
36130	09/18/21	VERIZON WIRELESS CELL PHONE SERVICE EPD 9888677269	110-5-40-12-570.000 Other Purchased Services	-17.88	36437	10/08/21
36130	09/18/21	VERIZON WIRELESS CELL PHONE SERVICE EPD 9888677269	110-5-25-10-611.000 Small Tools and Equipment	240.06	36437	10/08/21
28470	10/08/21	VMERS DB 110800 Payroll Transfer PR-10/08/21	110-2-00-00-210.004 Retirement Payable	1657.76	36442	10/08/21
43600	04/20/21	VT CAREER FIRE CHIEFS ASS TRAINING CLASS 2020001	110-5-25-10-500.000 Training, Conf, Dues	200.00	36444	10/08/21
29825	09/23/21	VT GAS SYSTEMS EPD NATURAL GAS 2202281 0921	110-5-41-13-621.000 Natural Gas/Heating	142.39	36445	10/08/21
41920	09/30/21	VT HERITAGE DISTRIBUTORS Bottled water svc Sept 90244i 0921	110-5-40-12-570.000 Other Purchased Services	33.75	36446	10/08/21
41920	09/30/21	VT HERITAGE DISTRIBUTORS Bottled water svc 81 Main 907793 921	110-5-13-10-610.000 General Supplies	9.70	36446	10/08/21
27030	10/08/21	VT OFFICE OF CHILD SUPPOR Payroll Transfer PR-10/08/21	110-2-00-00-210.005 Misc Deductions Payable	311.54	36447	10/08/21
00935	09/29/21	VT PET FOOD & SUPPLY K9 FOOD 092921D	110-5-20-10-613.000 Program Supplies	97.00	36448	10/08/21

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Check Warrant Report # 17915 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/08/21 To 10/08/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
23575	10/06/21	VTCMA Fall Conference - D F14E39T1	110-5-10-10-500.000 Training, Conf, Dues	120.00	36450	10/08/21
07565	10/05/21	Sept office supplies C1305527 102	110-5-12-10-610.000 General Supplies	61.95	36451	10/08/21
07565	10/05/21	Sept office supplies C1305527 102	110-5-20-10-610.000 General Supplies	134.31	36451	10/08/21
07565	10/05/21	Sept office supplies C1305527 102	110-5-41-10-610.000 General Supplies	132.89	36451	10/08/21
07565	10/05/21	Sept office supplies C1305527 102	110-5-41-14-610.000 General Supplies	83.29	36451	10/08/21
07565	10/05/21	Sept office supplies C1305527 102	110-5-15-10-610.000 General Supplies	19.78	36451	10/08/21
07565	10/05/21	Sept office supplies C1305527 102	110-5-35-10-610.000 General Supplies	285.25	36451	10/08/21
07565	10/05/21	Sept office supplies C1305527 102	110-5-16-10-610.000 General Supplies	36.96	36451	10/08/21
23000	09/23/21	3/4" Crushed Stone 4258	110-5-40-12-610.000 General Supplies	286.65	36453	10/08/21
23000	09/30/21	SHUR-PAC 4407	110-5-40-12-605.000 Summer Construction Suppl	224.54	36453	10/08/21
20445	09/21/21	concrete for sidewalks 50016861820	110-5-40-12-610.000 General Supplies	327.60	36454	10/08/21
09005	10/08/21	Payroll Transfer PR-10/08/21	110-2-00-00-210.005 Misc Deductions Payable	4228.89	10060469	10/08/21
14545	10/08/21	Payroll Transfer PR-10/08/21	110-2-00-00-210.005 Misc Deductions Payable	479.23	10060470	10/08/21
23055	10/08/21	Payroll Transfer PR-10/08/21	110-2-00-00-210.004 Retirement Payable	822.38	10060471	10/08/21
V1161	10/08/21	Payroll Transfer PR-10/08/21	110-2-00-00-210.004 Retirement Payable	3939.09	10070372	10/08/21
V1160	10/08/21	Payroll Transfer PR-10/08/21	110-2-00-00-210.004 Retirement Payable	918.41	10070373	10/08/21
17425	10/08/21	Payroll Transfer PR-10/08/21	110-2-00-00-210.004 Retirement Payable	25.00	10070375	10/08/21
21385	10/08/21	Payroll Transfer PR-10/08/21	110-2-00-00-210.009 HSA Payable HE	159.50	21100801	10/08/21
05390	10/08/21	Payroll Transfer PR-10/08/21	110-2-00-00-210.010 Judgements Payable	69.23	21100802	10/08/21
26030	10/01/21	SEP CLEAR LE INVEST 845096784	121-5-00-00-750.000 Machinery & Equipment	194.78	36432	10/08/21
19720	09/01/21	AUG AVL SERVICE OSV002540118	121-5-00-00-750.000 Machinery & Equipment	259.04	36435	10/08/21
19720	10/01/21	SEP AVL SERVICE OSV002567395	121-5-00-00-750.000 Machinery & Equipment	259.04	36436	10/08/21
04940	09/14/21	CJC CABLE/INTERNET 0128886 0921	122-5-22-10-410.000 Water and Sewer Charges	138.44	36343	10/08/21
07010	09/20/21	CJC ELECTRICITY 0921 CJC	122-5-22-10-622.000 Electricity	101.24	36375	10/08/21
22525	09/21/21	CJC WEBPAGE INFO 092121D	122-5-22-10-330.000 Professional Services	58.82	36426	10/08/21

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Check Warrant Report # 17915 Current Prior Next FY Invoices For Fund (GENERAL FUND)

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For Check Acct 01 (GENERAL FUND) All check #s 10/08/21 To 10/08/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
45415	THE COMMUNITY RESTORATIVE	08/03/21	CJC TRAINING 080321D	122-5-22-10-500.000 Training, Conf, Dues	90.00	36429	10/08/21
36130	VERIZON WIRELESS	09/18/21	CELL PHONE SERVICE EPD 9888677269	122-5-22-10-530.000 Communications	202.10	36437	10/08/21
26480	VIENS CIERRA / MCDONALD B	10/05/21	CJC RESTITUTION 100521D	122-2-00-00-200.008 Restitution Payable	391.00	36440	10/08/21
07140	A NADEAU AND COMPANY INC	09/30/21	gravel for back roads 09302021D	130-5-40-10-720.002 Gravel Roads	13001.60	36319	10/08/21
24475	BOND O'REILLY AUTO-ESSEX	09/22/21	ball joints - trk 604 5677322832	151-5-51-10-430.001 R&M Vehicles - Supplies	664.82	36332	10/08/21
24475	BOND O'REILLY AUTO-ESSEX	09/22/21	ball joints - Trk 604 5677322912	151-5-51-10-430.001 R&M Vehicles - Supplies	-101.24	36332	10/08/21
24475	BOND O'REILLY AUTO-ESSEX	10/05/21	supplies for pump station 5677324738	151-5-51-20-433.000 R&M Infrastructure	15.98	36332	10/08/21
23435	CHAMPLAIN WATER DISTRICT	10/01/21	Colchester South Twin Tan Debt2122	151-5-51-20-411.000 CWD Water Purchase	5634.89	36337	10/08/21
19330	CONSOLIDATED COMMUNICATIO	09/30/21	Phone svc potts lines 8/3 093021D	151-5-51-30-530.000 Communications	57.63	36349	10/08/21
05020	ESSEX JCT VILLAGE OF	08/30/21	assist in plugged sewer a 083021D	151-5-51-30-570.000 Other Purchased Services	1500.00	36360	10/08/21
21755	FIRST NATIONAL BANK OMAHA	09/24/21	GMWEA-Fall Trade Show - D 9853 921	151-5-51-20-500.000 Training, Conf, Dues	66.75	36365	10/08/21
07010	GREEN MOUNTAIN POWER CORP	09/27/21	Power 8/26-9/27/21 0921Dvarious	151-5-51-30-622.000 Electricity	995.77	36377	10/08/21
28495	MCKIM & CREED INC	09/30/21	leak detection of Town wa 176900	151-5-51-20-570.000 Other Purchased Services	8000.00	36392	10/08/21
36130	VERIZON WIRELESS	09/18/21	CELL PHONE SERVICE EPD 9888677269	151-5-51-10-530.000 Communications	40.01	36437	10/08/21
19815	AMAZON CAPITAL SERVICES	09/23/21	55+ Programs- essentrics 1MHM4PXQ6TVV	159-5-30-14-610.000 General Supplies	47.88	36324	10/08/21
09365	DELTA MARKETING GROUP	09/15/21	Fall Soccer 11073	159-5-30-14-610.000 General Supplies	547.50	36353	10/08/21
36130	VERIZON WIRELESS	09/18/21	CELL PHONE SERVICE EPD 9888677269	159-5-30-14-530.000 Communications	40.42	36437	10/08/21

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Town of Essex / Village of EJ Accounts Payable

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For Check Acct 01 (GENERAL FUND) All check #s 10/08/21 To 10/08/21 & Fund 1

	Invoice	Invoice	Description		Amount	Check	Check
Vendor	Date	Invoice	Number	Account	Paid	Number	Date

Report Total					155216.28		
					=====		

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 \$ ***155,216.28
Let this be your order for the payments of these amounts.

Memorandum

To: Selectboard; Evan Teich, Unified Manager
Cc: Ron Hoague, Police Chief; Dennis Lutz, Public Works Director; Aaron Martin, Director of Public Works Operations
From: Greg Duggan, Deputy Manager
Re: Petition to lower speed on VT Route 128 between Weed Road and Irene Avenue
Date: October 14, 2021

Issue

The issue is to inform the Selectboard of a petition from residents on VT Route 128 to lower the speed limit between Weed Road and Irene Avenue, and how staff is responding to the petition.

Discussion

The Manager's Office received a petition on October 5, 2021 from residents asking that the speed limit on VT Route 128 be lowered from 50 mph to 40 mph between Weed Road and Irene Avenue. The petition is attached.

VT Route 128 is a state highway, and VTRANS has responsibility for maintenance and setting speed limits on the road. The State Police and Essex Police share traffic enforcement on VT Route 128.

Speed limits on state highways are set by the Vermont Traffic Committee, which consists of the Secretary of Transportation, the Commissioner of Motor Vehicles, and the Commissioner of Public Safety. Speed limits are set on the basis of an engineering study performed by the Agency of Transportation.

The Selectboard can make a request to VTRANS to change a speed limit.

Public Works and the Police Department are collaborating to seek permission from the state to place a speed monitor on VT Route 128 for a week. If speed appears to be a problem, the Town can conduct its own speed study and research accident history to see if the Selectboard should reach out to VTRANS with a well-informed request to VTRANS lower the speed limit on VT Route 128 between Weed Road and Irene Avenue.

Cost

Staff time.

Recommendation

This memo is informational.

WE THE UNDERSIGNED WOULD LIKE TO PETITION THE
TOWN SELECT BOARD AND THE TOWN MANAGER
TO CHANGE THE SPEED LIMIT ON BROWNS RIVER ROAD
IN ESSEX CENTER IN THE AREA BETWEEN WEED ROAD &
IRENE AVENUE BE REDUCED TO 40 MPH,
THERE ARE YOUNG CHILDREN LIVING IN THE HOUSES
HERE. THANK YOU!!!

Patricia Heleneau 120 Browns River Rd. Essex, VT

~~Joe Johnson~~ Larry Johnson 118 Browns River Rd

Ellen Lattin

Ellen Lattin

116 Browns River Rd

~~Lael Lattin~~

Lael Lattin JR 116 Browns River Rd

Ashley Maramba Ashley Maramba 115 Browns River Rd

~~Frank Murphy~~

~~Frank Murphy~~

111 Brown's River Rd.

Douglas D. Clark

JOHN T CLARK

111 Brown's River Rd.

~~John T Clark~~

LAUREL CLARK

119 Brown Ave Rd

Jamel B. Clark

119 Browns River Rd.

Daniel J. Carty

125 BROWNS RD

Courtney Johnson

118 Browns River Rd

Ibrahim Musa

113 Brown River Rd



TOWN AND VILLAGE OF ESSEX BOARDS AND COMMITTEES VACANCIES

TOWN OF ESSEX

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

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

10/15/2021

TOWN SELECTBOARD MEETINGS		VILLAGE TRUSTEES MEETINGS	
			
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