



TOWN OF ESSEX SELECTBOARD REGULAR MEETING AGENDA

Online & 81 Main St.
Essex Junction, VT 05452
Monday, November 1, 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: 818 593 947#
- **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 [6:35 PM]
 - b. Public hearing for Dog Licensing and Control ordinances [6:45 PM]
6. **BUSINESS ITEMS**
 - a. Consider approval of Fleury Road survey and documentation of Fleury Road right of way
 - b. Consider final passage of Dog Licensing and Control ordinances
 - c. Presentation and discussion about retail cannabis
 - d. Presentation of West Central Vermont Comprehensive Economic Development Strategy
 - e. Consider appointing Selectboard members to subcommittee to work on shared service agreements with an independent City of Essex Junction
 - f. Consider revisions to Personnel Guidelines to add Juneteenth as recognized holiday
 - g. *Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction
 - h. **Discussion and potential action regarding personnel
7. **CONSENT ITEMS**
 - a. Consider approval of Bylaw Modernization Grant Application
 - b. Approve minutes: October 18, 2021; October 25, 2021 - Joint
 - c. Check Warrants: #17917 – 10/15/21; #17919 – 10/22/21; # 17922 – 10/29/21
8. **READING FILE**
 - a. Board member comments
 - b. Memo from Community Development Department re: Botur Kosimi Resignation from Economic Development Commission
 - c. Memo from Dennis Lutz re: Essex Landfill Certification (INFORMATION)
 - d. Memo from Dennis Lutz re: Winter Salt (INFORMATION)
 - e. 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 is anticipated 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:  10/29/2021

**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.)

The Vermont Statutes Online

Title 19 : Highways

Chapter 001 : State Highway Law; General Transportation Provisions

(Cite as: 19 V.S.A. § 33)

§ 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.)



**TOWN OF ESSEX SELECTBOARD
NOTICE OF PUBLIC HEARING
November 1, 2021
6:45 p.m.**

The Selectboard of the Town of Essex shall hold a public hearing at 6:45 p.m. on Monday, Nov. 1, 2021, in-person at the Town Offices, 81 Main St., Essex Junction, and online or by phone on Microsoft Teams. The link is available at www.essexvt.org or join via conference call (audio only): 802-377-3784 – Conference ID: 818 593 947#

The purpose of the public hearing is to consider final passage of revisions to Chapter 4.04, Dog Licensing and Control, of the Municipal Ordinance.

The Selectboard of the Town of Essex hereby ordains that changes be made to the Municipal Ordinance, Chapter 4.04, Dog Licensing and Control.

The purpose of the revised provisions is to provide additions and revisions to an ordinance that has not been updated since 1996. The additions and revisions include the following: 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, and when using sidewalks or in parking lots, must be on a leash no longer than 6 ft., not including listed exemptions (revision); removal of dog waste (new); confinement of animals (new).

Full text of the proposed revisions may be examined at the Essex Town Offices, 81 Main St., Essex Jct., VT, or online at www.essexvt.org. Should the Town of Essex Selectboard adopt these ordinances, they will become effective immediately.

Citizens have the right to petition for a vote on the ordinance at an annual or special meeting pursuant to 24 V.S.A. § 1973. Five (5) percent of the qualified voters of the Town of Essex, by written petition filed with the Town Clerk no later than forty-four (44) days following the date of adoption by the Selectboard, may request that the voters of the town disapprove of the Selectboard's action at a duly warned annual or special meeting.

Please direct questions to Lt. Robert Kissinger at rkissinger@essex.org or 802-878-8331.

Andy Watts, Chair
Essex Selectboard

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.

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

**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.)

The Vermont Statutes Online

Title 19 : Highways

Chapter 001 : State Highway Law; General Transportation Provisions

(Cite as: 19 V.S.A. § 33)

§ 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)

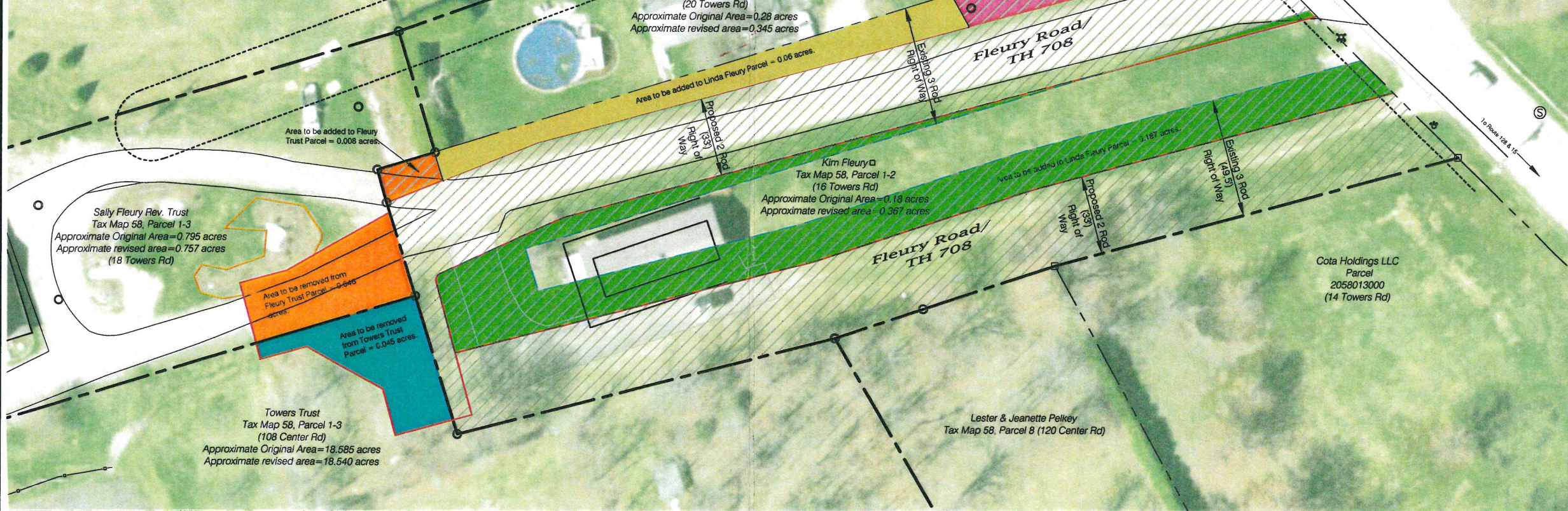
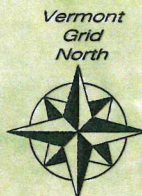
§ 34. Appeal from survey

(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.)

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.

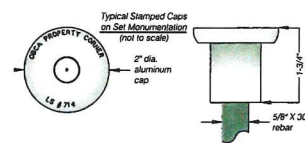
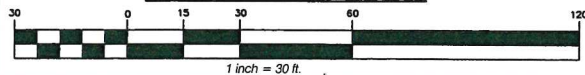


This is an Original Mylar

Legend

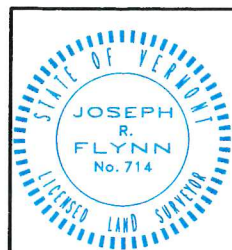
- | | |
|-----------------------------|----------------------------------|
| --- Boundary Line | □ Concrete/Marble Monument Found |
| --- Adjoining Property Line | ○ Found Iron Pipe/ Rebar |
| --- Easement Line | ● Set Iron Pipe/ Rebar |
| --- Overhead Utility Line | △ Calculated Point |
| | --- Utility/Guywire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

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
Cc: Chief Ron Hoague, Police
From: Lt. Rob Kissinger, Police; Greg Duggan, Deputy Manager
Re: Final passage of Dog Licensing and Control ordinances
Date: October 28, 2021

Issue

The issue is whether the Selectboard will approve final passage of Chapter 4.04, Dog Licensing and Control, of the Town of Essex Municipal Ordinance.

Discussion

The Selectboard reviewed the proposed changes to Chapter 4.04, Dog Licensing and Control ordinances, on September 13, 2021 and October 18, 2021. At the October date, the Selectboard passed the Dog Licensing and Control ordinances and warned a public hearing for November 1, 2021 to consider final passage. Following the public hearing, the Selectboard may be ready to approve final passage of the ordinances, provided no changes are made.

If the Selectboard wants to make any further revisions, it will need to hold another public hearing before approving final passage of the ordinances.

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.

Cost

Approximately \$300 to warn a public hearing notice, if necessary.

Recommendation

If the Selectboard is prepared to give final passage to the ordinance revisions, staff recommends the following motion:

“I move the Selectboard approve final passage of Chapter 4.04, Dog Licensing and Control, of the Town of Essex Municipal Ordinance, effective immediately.”

If the Selectboard wants to make any changes to the ordinances, staff recommends the following motion:

"I move the Selectboard pass Chapter 4.04, Dog Licensing and Control, of the Town of Essex Municipal Ordinance, and authorize staff to warn a public hearing to consider final passage of the ordinance revisions on November 15, 2021."

Memorandum

To: Selectboard; Evan Teich, Unified Manager
Cc: Owiso Makuku, Town Community Development Director; Robin Pierce, Village of Essex Junction Community Development Director; Melanie Needle, Senior Planner, Chittenden County Regional Planning Commission; Mariah Flynn, Coalition Director, Burlington Partnership for a Healthy Community
From: Greg Duggan, Deputy Manager
Re: Retail cannabis
Date: October 29, 2021

Issue

The issue is for the Selectboard to learn about and discuss Act 164 and retail cannabis.

Discussion

In addition to Mr. Pierce and Ms. Makuku's attached memo, Melanie Needle of the Chittenden County Regional Planning Commission and Mariah Flynn of the Burlington Partnership for a Healthy Community will provide an overview of Act 164 and then information about substance use prevention in the built environment. For background information about prevention, Ms. Needle recommended "Prioritizing Health in the Built Environment", which is available online at https://studiesandreports.ccrpcvt.org/wp-content/uploads/2020/10/MunicipalPlanningLookatPreventingSubstanceAbuseinCC_Final.pdf

Cost

n/a

Recommendation

This memo is for discussion.



Community Development Department
878-6950

2 Lincoln Street
Essex Junction, VT 05452

Office: (802)

878-6946

www.essexjunction.org

Fax: (802)

MEMORANDUM

TO: Evan Teich, Unified Manager, Trustees/Selectboard
FROM: Owiso Makuku and Robin Pierce, Community Development Directors
DATE: October 25, 2021
SUBJECT: Cannabis in the Community

Issue

The issue is whether the Trustees/Selectboard wish to know about the potential for Cannabis in the Community, and publicize the same.

Discussion

The purpose of this memo is to provide the Trustees and Selectboard with information related to Act 164, which includes information on the regulation of cannabis in the State of Vermont. Act 164 provides a legal option for Vermont municipalities to permit retail cannabis sales: Known as Opt In.

In order to permit activities related to retail cannabis sales within a municipality a majority vote in the affirmative taken by Australian ballot at a duly warned and noticed public meeting is required. This can occur at an annual meeting (e.g. Village or Town Meeting Day) or a special meeting. If the municipality does not affirmatively vote to permit this activity, it will not be permitted in the municipality.

The State Cannabis Control Board will provide rulemaking that will provide clarity on the regulation of cannabis operations. The Village and/or Town can provide local licensing for retail operation. The local permitting is conducted in a similar manner to the liquor licensing process done today, whereby the Town Selectboard acts as the Liquor Control Board. However, unlike local liquor licensing boards where the law specifically cites towns and cities having Boards as the entities that decide on local liquor licenses, (and is silent with respect to villages), with local cannabis control boards, the law just says that the local municipal legislative body may choose to create one (7 VSA section 863(b)), so villages can have their own local Cannabis Control Board. Therefore the Trustees and Selectboard can vote on whether they want to have a resolution on a warned public meeting regarding cannabis, either individually or together.

Since municipalities may opt to locally regulate retail licensees, this category could be included in a single ballot question. Based on this, a possible question could be: Shall the voters of the Village of Essex Junction and/or Town of Essex permit the operation of cannabis retailers within the Village of Essex Junction and/or the Town of Essex pursuant to 7 V.S.A. §863(a) (1), and subject to such municipal ordinance and regulation as the Trustees and/or Selectboard may lawfully adopt and implement?

Considerations for a ballot question in support of including a question on a Village and/or Town public meeting/s. Staff has identified the following items:

1. Allow business planning for future licensees to occur in advance of State rulemaking.
2. Potential increase in municipal revenues due to increased taxation of retail cannabis products.
3. Expand the diversity of businesses operating in the Village and/or Town.
4. Existing land use regulations may provide sufficient regulatory capacity to ensure land use conflicts are limited.

In support of NOT including a question/s on a Village or Town ballot and waiting for future information from the State Cannabis Control Board, Staff has identified the following items:

1. State rule making has not yet occurred so specific regulations are unknown.
2. Existing land use regulations may need to be updated to support local concerns regarding regulations of cannabis retailers, as permitted by the State.
3. There may be public health risks associated with cannabis use that may increase with establishments located in the Village or Town.

It should be noted that other items may not be fully realized at this time. Since this is ultimately a policy question, the Trustees and Selectboard should determine if they are prepared to ask voters to weigh-in on locating retail establishments within the Village or Town limits. With a vote in mind public engagement efforts such as social media posts, the creation of a cannabis website that has links from municipal websites, placing information on Front Porch Forum, Facebook and at the libraries and municipal offices is recently under way and will continue in November. A hybrid meeting will be arranged for a community wide discussion of retail cannabis at a date within the next two months.

Ultimately any local control of retail cannabis operations by a municipality will be through zoning and public nuisance laws, not a local Cannabis Control Board. Municipalities have no control over the issuance of an integrated license which occurs when cultivation, manufacturing, wholesale and retail operations occur in the one establishment and is approved at the State level. The one control a municipality can have is deciding to Opt In for retail cannabis sales. There is no timeline for doing this at the moment

The Trustees and Selectboard should first decide if the Town and/or Village want to put the Opt In for retail cannabis sales on a ballot. If the answer is yes then should each municipality have their own local Cannabis Control Boards, or have one Board at the Town level, or if a local Cannabis Control Board/s would have any value given the lack of authority it/they would have? If it is decided to put the Opt In option for the sale of retail cannabis on an Australian ballot at a warned at a public meeting for local voters there is no deadline for the vote at the moment.

Municipalities can choose to Opt In now or later. If the choice is to Opt In and a cannabis retailer opens, a municipality can choose to later vote to rescind the vote but any retailer that opened while it was an Opt In municipality will be grandfathered in.

Information held by Staff currently breaks down into three discrete considerations:-

1. Does the elected body want residents to consider Opt In for retail cannabis via Australian ballot at a duly warned and noticed public meeting?
2. Given the fact that a local Cannabis Control Board would have very little discretion over retail cannabis and no input for integrated services is a local cannabis control board warranted?
3. Zoning and Public Nuisance Laws would seem to be the best way for local communities to control retail cannabis operations. This could take the form of overlay districts along routes to school and could include any future retail establishment that may be considered unwarranted in certain areas not just cannabis.
4. A local CCBs may allow the Town/Village to remove licenses from any problem locations.

Recommendation.

This memo is for discussion. The Trustees are scheduled to discuss this topic at their meeting on October 26. The Selectboard is scheduled to discuss the topic on November 1, including a presentation from the Chittenden County Regional Planning Commission.

Memorandum

To: Selectboard; Evan Teich, Unified Manager
Cc: Regina Mahoney, Senior Planner, Chittenden County Regional Planning Commission
From: Greg Duggan, Deputy Manager
Re: West Central Vermont Comprehensive Economic Development Strategy
Date: October 29, 2021

Issue

The issue is for the Selectboard to learn about and discuss the West Central Vermont Comprehensive Economic Development Strategy.

Discussion

Regina Mahoney of the Chittenden County Regional Planning Commission will give an overview of the West Central Vermont CEDS on Monday night.

A comprehensive economic development strategy is a strategy-driven plan for regional economic development, in this case for 90 municipalities in west and central Vermont.

Ms. Mahoney will provide more information about the plan and process, and hopes to receive feedback about assets, opportunities, and priority projects for economic development in the region. Selectboard members can also follow up with Ms. Mahoney by email if they have thoughts after the meeting.

Cost

n/a

Recommendation

This memo is for discussion.

West Central Vermont

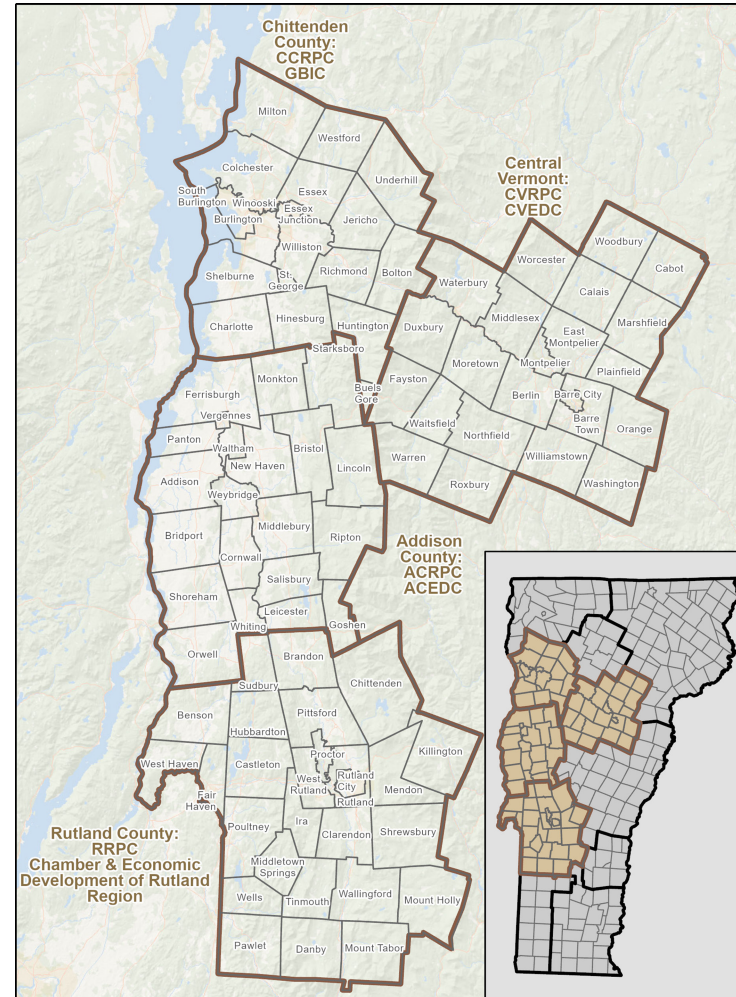
Comprehensive Economic Development Strategy (CEDS)

What is a CEDS?

- ▶ A strategy-driven plan for regional economic development
- ▶ US Economic Development Administration (EDA) Requirements
 - ▶ Economic Profile/Summary
 - ▶ SWOT Analysis
 - ▶ Strategic Direction/Action Plan
 - ▶ Evaluation Framework (Indicators)
 - ▶ Must Address “Economic Resilience”

What is West Central Vermont?

- ▶ Four sub-regions:
 - ▶ Addison County (except Granville and Hancock)
 - ▶ Chittenden County
 - ▶ Central Vermont (Washington County plus Orange, Washington, and Williamstown in Orange County)
 - ▶ Rutland County (except Pittsfield)
- ▶ 90 Municipalities



Who is writing the CEDS?

RDC

▶ Regional Development Corporations (RDCs)

- ▶ Deliver technical assistance to develop and strengthen businesses, lead workforce development initiatives, and support employment.
- ▶ Provide services directly or connect businesses to services available through their networks and partnerships with local, state, and federal programs and resources.

RPC

▶ Regional Planning Commissions (RPCs)

- ▶ Promote the mutual cooperation, assist, and advise its municipalities.
- ▶ Facilitate economic development programs for the appropriate development, improvement, protection, and preservation of the region's physical and human resources.

▶ Agency of Commerce and Community Development

- ▶ Supporting Agency

Why Write a CEDS?

- ▶ Collaboration and Coordination
 - ▶ Inform Regional Plans
 - ▶ Cross sector coordination and collaboration
 - ▶ Equity
 - ▶ Potential Economic Development District (EDD)
- ▶ Additional EDA Funding Opportunities
- ▶ Three Sub-regions do not have a CEDS
 - ▶ CCRPC/GBIC sub-region has a CEDS

How Will We Write a CEDS?

- ▶ Outreach and Engagement
 - ▶ Workshops
 - ▶ One-on-one conversations
 - ▶ Focus Groups
 - ▶ Survey
- ▶ Incorporation of Existing Reports & Studies
- ▶ Timeline
 - ▶ Research/Preparation – Winter/Spring 2021
 - ▶ Round #1 - Outreach/Engagement – Summer/Fall 2021
 - ▶ Draft CEDS – Winter 2021-2022
 - ▶ Round #2 – Outreach/Engagement – Spring 2022
 - ▶ Final CEDS – Summer 2022

Employer Survey

- ▶ To better understand:
 - ▶ Workforce Needs
 - ▶ Infrastructure Needs
 - ▶ Ideas for Measurable Goals
- ▶ Survey link:
 - ▶ <https://www.surveymonkey.com/r/BMY5ZFY>

Discussion

- ▶ Assets?
- ▶ Opportunities?
- ▶ Priority Projects?

Memorandum

To: Selectboard; Evan Teich, Unified Manager
Cc: Andrew Brown, Board of Trustees President; Marguerite Ladd, Assistant Manager; Brad Luck, Essex Junction Recreation and Parks Director
From: Greg Duggan, Deputy Manager
Re: Subcommittee to work on shared service agreements with an independent City of Essex Junction
Date: October 29, 2021

Issue

The issue is whether the Selectboard will appoint members to a subcommittee to work on shared service agreements between the Town of Essex and an independent City of Essex Junction.

Discussion

Village President Andrew Brown has requested that the Selectboard “consider appointing a subcommittee of Selectboard members, which would join an equal number of Trustees, which would be tasked with working together and with our attorneys to more expediently develop draft agreements. These meetings could still be open to the public and could be an initial negotiation and vetting of the agreements which would then be presented to the full boards. This is proposed to be the same process as developing the merger Charter and transition period.”

In considering the request, the Selectboard may wish to consider a desired timeline, when to meet, how often to meet, and when to bring proposals back to the full Selectboard and Board of Trustees.

Cost
n/a

Recommendation

The Selectboard may wish to appoint members to a subcommittee to work on shared service agreements between the Town of Essex and an independent City of Essex Junction.

MEMORANDUM

To: Selectboard; Evan Teich, Unified Manager
From: Travis Sabatano, HR Director; Marguerite Ladd, Assistant Manager *ML*
Date: October 26, 2021
Re: Recognizing Juneteenth as a Town Holiday

Issue

The issue is whether the Selectboard will adopt Juneteenth as a Town recognized holiday.

Discussion

Juneteenth is celebrated in commemoration of June 19, 1865 when the last enslaved people in Galveston, Texas were informed of Lincoln's Emancipation Proclamation on September 22, 1862 and the April 9, 1865 end of the Civil War, when Robert E. Lee surrendered the last major Confederate army to Ulysses S. Grant at Appomattox Courthouse. Juneteenth has been celebrated in Texas since June 19, 1866 and, in 1979, Texas became the first state to make Juneteenth an official holiday. Forty-seven states and the District of Columbia now recognize Juneteenth as a state or ceremonial holiday. The day was recognized as a federal holiday on June 17, 2021, when President Joe Biden signed the Juneteenth National Independence Day Act into law.*The day is also celebrated outside the United States, being used by organizations in a number of countries to recognize the end of slavery and to honour the culture and achievements of African Americans.**

Currently the Town of Essex recognizes all federal holidays with the exception of Inauguration day. Given this fact, given the importance of Juneteenth to our country, our community and our employees, and given that the Selectboard has prioritized equity work within our community, the board may want to consider adding Juneteenth to the Town holiday schedule. Doing so would increase the number of paid holidays in the Town from 13 to 14, and would be potentially adding a benefit to our bargaining units outside of the normal bargaining cycle.

Cost

The cost would be equal to one additional paid holiday for each Full Time staff member. This is difficult to directly quantify but it is not anticipated to be a significant expense.

Recommendation

It is recommended that the Selectboard adopt Juneteenth as a Town recognized holiday and authorize the Unified Manager to update the Town Personnel Guidelines to add Juneteenth as a recognized holiday and to execute a Memorandum of Understanding with AFSCME and with the Essex Police Employee Association to add Juneteenth as a paid holiday to their respective bargaining agreements.

*"Juneteenth - Wikipedia." Wikipedia, the Free Encyclopedia, Wikimedia Foundation, Inc., 11 July 2002, <https://en.wikipedia.org/wiki/Juneteenth>

**"Juneteenth." Encyclopaedia Britannica, <https://www.britannica.com/topic/Juneteenth>

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 29, 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, as discussed with the Selectboard and Trustees on October 25, include the following:

- Memorandum of Understanding regarding agreements for shared services
- Delinquent Tax Agreement
- Information Technology Agreement
- Police Services Agreement

The agreements are attached.

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

Cost

N/A

Recommendation

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

Motion #1

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

Motion #2

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

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

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

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

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

b. Reappraisal and Assessor Services Agreement;

~~c.a. Right of First Refusal for 81 Main Street;~~

~~d. Stormwater Agreement;~~

~~e.c. Shared Financial Services Agreement;~~

~~f.d. Information Technology Agreement; and~~

~~g.e. Delinquent Tax Agreement.~~

As a condition precedent to the execution of the foregoing agreements, the Parties, working in good faith, must reach agreement, at a minimum, on the following matters: Right of First Refusal for 81 Main Street; Stormwater Agreement; Indian Brook and EJRP program access; Senior Center and Bus; Tree Farm building use and maintenance; Administration Transition (manager, HR, etc.); and shared boards, commissions, and committees.

~~Indian Brook and EJRP program access; Senior Center and Bus; Tree Farm building use and maintenance; Administration Transition (manager, HR, etc.); and shared boards, commissions, and committees.~~

2. Should the Vermont Legislature approve the City Charter, the City will enter a transitional period during which the separation of departments, municipal services, and operations will occur. By entering into this MOU the Town does not waive the opportunity to oppose separation or ask for certain conditions during the transition phase at the Legislature and expressly reserves the Town's right to do so. ~~Should the Vermont Legislature not approve the City Charter by the conclusion of the 2021-2022 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-~~E~~ during the transitional period provided the condition precedent set forth in Section 1, above, is satisfied. The Town and the Village will work in good faith to execute the agreements.
4. The Parties agree to first mediate any dispute prior to submitting the matter to court, provided that a mediator may be obtained within 60 days of when such a 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

Commented [GD1]: Trustees asked for Selectboard to consider removing this phrase

interruption of police services is emergent and in need of immediate attention by the court and therefore not subject to a mediation requirement prior to initiating a filing with the court.

5. This MOU may be amended or modified by mutual written agreement of the Parties. This MOU shall terminate upon the execution of the agreements set forth in Section 1. Should the Vermont Legislature not approve the City Charter by the conclusion of the 2021-2022 legislative session, this MOU shall terminate and have no further force or effect unless extended by mutual 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: Town of Essex Selectboard~~Municipal Manager~~
81 Main Street
Essex Junction, VT 05452

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

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

8. Neither party shall assign this MOU or any interest hereunder without the written approval of ~~all of~~ the Parties, with the exception that the rights and obligations of the Village of Essex Junction shall flow to the City of Essex Junction once it has been established. This MOU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

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

or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 202__.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

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 Town has historically collected property tax payments for the Town, the incorporated Village of Essex Junction and the Essex Westford School District (“EWSD”) and would pay the Village and EWSD the full amount they were due regardless of whether or not those taxes were actually collected;

WHEREAS, the Town would then pursue collection of delinquent property taxes and maintain the proceeds from those efforts;

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 end of the fiscal year following the effective date of the City Charter will be collected by and payable to the Town of Essex; and

WHEREAS,- beginning with the first fiscal year following the effective date of the City of Essex Junction City Charter, any property taxes due or delinquencies incurred for properties located in the City shall be payable to the City;

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

- 1) Prior to the end of the fiscal year following 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- will be collected by and payable to the Town of Essex. The Town of Essex will pay the City the Village’s share of property taxes regardless of delinquencies and may continue collection efforts, including tax sales, on delinquencies beyond the effective date of the City Charter, if lawful. In the event the Town cannot lawfully pursue collection of delinquent property taxes in a separate municipality, the City shall purchase those delinquent accounts from the Town and may pursue its own collection efforts. The City shall honor the terms of any payment plans for any delinquent account purchased.

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

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

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

- 5) This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
- 6) In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.
- 7) This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

- 8) Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 9) No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

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 Town presently provides information technology (IT) infrastructure, data, and resources to the entire Town, including the incorporated Village of Essex Junction with the exception of the Brownell Library;

WHEREAS, with the separation of the Village from the Town and creation of the City of Essex Junction, the City will need to create its own IT system separate from the Town’s system, and will need to migrate Village related IT infrastructure, data, and resources to the City;

WHEREAS, the Town agrees to work with the City’s IT consultants to plan and facilitate this migration; and

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;

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 IT Consultants shall prepare a written plan for the migration of the former Village IT infrastructure, data, and resources to the City, and submit such plan to the Town’s IT Director ~~for approval~~ prior to commencing the migration. The acceptance of the plan by the Town IT Director’s ~~approval of such plan~~ shall not constitute a warranty that the plan will achieve its stated objective, which is and shall remain the responsibility of the IT Consultants.
3. The Town’s IT Director shall oversee and provide the IT Consultants reasonable access to its equipment to plan and facilitate the migration of the former Village IT infrastructure, data, and resources to the City. The IT Consultants and or the City

shall be responsible for any damage to Town infrastructure caused by their access to same and shall, to the fullest extent permitted by law, indemnify and hold harmless the Town against any claims and penalties resulting from such access, including any violation of state or federal regulations concerning protected data. In the event the migration causes the cancellation of any contracts with third-party IT vendors, the City shall be responsible for the payment of any penalties resulting from such cancellation.

4. 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.
5. In the event the migration is not complete by the end of the last fiscal year in which City residents pay Town taxes, the City shall thereafter reimburse the Town at a reasonable hourly rate for the costs incurred in providing staff and equipment to assist with the migration. The City also shall compensate the Town for costs incurred related to the migration that are beyond those costs budgeted to support the migration.
6. This Agreement shall terminate at the time the City notifies the Town the migration is complete. The City shall compensate the Town for all migration related costs incurred by the Town prior to termination of the Agreement.
7. 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

8. 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.

9. 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.
10. 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.
11. 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.
12. 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 both communities and maintain their trust and support; and

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

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

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

1. Term.

The Initial Term of this Agreement shall be ten (10) years. This Agreement shall automatically renew for another five (5) years (Extended Term) at the conclusion of the Initial Term unless either Party terminates the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 11 herein) or the Parties enter into a new or revised agreement. This Agreement 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, including whether the allocation of costs on a per capita basis remains an appropriate metric, on or about the second anniversary of its effective date, and every three years thereafter, ~~or upon the occurrence of a material event.~~

3. Cost and Payment.

The City shall be assessed the cost of the Police Services by calculating, on a per capita basis, its share of the direct and indirect costs and expenses for the Police Services described herein as set forth in the Town's voter approved annual budget. The City agrees to pay the Town the assessed cost for the Police Services described herein based upon the Town's approved annual budget on a quarterly basis or on such other schedule as mutually agreed upon by the Parties. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, worker's compensation insurance, property & casualty insurance, liability insurance, training, vehicles, technology, communications; as well as costs associated with operating the police facility to include, but not be limited to, heat, electricity, water and sewer, and buildings and grounds. The City shall be assessed an additional 3.5% of the direct costs to support indirect police related expenses. The intention is to support administration costs, human resources costs, Information Technology (IT) costs, 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, ~~no later than at the time of~~ the Town's billing for the ~~second~~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 a discrepancy in what was paid by the City and what actual costs should have been paid on a per capita basis, then the City shall be either credited any amount overpaid during the ensuing fiscal year, or the City shall make payment on any underpayment in the next fiscal year as part of its quarterly installments. The Town will make all reasonable efforts to stay within any approved budget.

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

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

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

4. Level of Service; Changes in Service.

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

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

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

5. Personnel Management

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

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

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

6. Equity Inclusion Group.

The Town agrees to consider the recommendations of the Equity Inclusion Group. Should the Town form a Police Advisory Board ("Advisory Board") in the future, the City shall be afforded reasonable representation 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 not less than three (3) years nor more than four (4) years prior to the end of either the Initial Term or Extended Term. Should one Party notify the other that it intends to terminate this Agreement, then the Parties agree to enter into a mediation with an agreed upon mediator. The Parties shall split the costs of the mediator, but otherwise bear their own costs of the mediation, including their attorneys' fees. The Parties shall mediate in good faith.

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

- a. The dissolution or insolvency of either of the Municipalities; or

~~b. At such time that the City has notified the Town that it has established a municipal Police Department that performs the Services; or~~

~~e.b.~~ 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.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Memorandum

To: Selectboard; Evan Teich, Unified Manager
From: Greg Duggan, Deputy Manager
Re: Executive session discussion about personnel
Date: October 29, 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, Deputy Manager, and Assistant Manager.”

Memorandum

To: Essex Selectboard; Evan Teich, Unified Manager
From: Darren Schibler, Town Planner; Owiso Makuku, Community Development Director
Date: October 27, 2021
Subject: DHCD 2022 Bylaw Modernization Grant Application

Issue

The issue is to request Selectboard support to apply for a [2022 Bylaw Modernization Grant](#) from the Vermont Department of Housing and Community Development.

Discussion

The Department of Housing and Community Development is administering one-time Bylaw Modernization Grants. Their goal is to help communities confront the State's housing shortage by amending their zoning bylaws to enable "pedestrian-oriented development patterns that increase housing choice and affordability within smart growth areas." This aligns well with the principles and specific recommendations of the Essex Town Center Master Plan (ETC|NEXT), adopted by the Selectboard in March 2021.

Community Development staff and the Planning Commission had intended to undertake a comprehensive review of the regulations under the parameters and timeframe of the grant, but have limited capacity to complete this amid other pressing needs. The grant would enable the Town to engage a consultant (possibly the Regional Planning Commission) to:

- study existing development patterns
- conduct outreach to specifically engage residents under-served by their housing
- identify specific changes to dimensional standards, parking requirements, and streetscape design
- ensure that municipal services can support build-out expected from these changes
- coordinate with efforts to enact inclusionary zoning
- explore applying for state planning designation programs

The grant runs from January 1, 2022 to January 31, 2024; the first year would focus on studying existing conditions and developing the build-out model, as well as public engagement. The second year would focus on bylaw preparation, review, and adoption, as well as exploring whether the Town should apply for state planning program designations.

Cost

Community Development plans to request the maximum grant amount of \$27,500, of which \$2,500 would be a required 10% local cash match from the department's Professional Services fund (this is reimbursable if bylaws are adopted prior to grant closeout). Staff time may not be used for the local match, but other non-municipal funding sources are eligible. A project budget is included in the attached draft application form.

Recommendation

Staff recommend that the Selectboard adopt the attached resolution and authorize the Chair to sign the form to be included in the grant application.

FY22 Municipal Resolution for Bylaw Modernization

WHEREAS, the Municipality of _____ is applying for funding as provided for in the FY22 Budget Act 74 and may receive an award of funds under said provisions; and

WHEREAS, the Department of Housing and Community Development may offer a Grant Agreement to this Municipality for said funding; and

WHEREAS, the municipality is maintaining its efforts to provide local funds for municipal and regional planning purposes or that the municipality has voted at an annual or special meeting to provide local funds for municipal and regional planning purposes,

Now, THEREFORE, BE IT RESOLVED

1. That the Legislative Body of this Municipality enters into and agrees to the requirements and obligations of this grant program including a commitment to match funds in accordance with the program's requirements;
2. That the Municipal Planning Commission recommends applying for said Grant;

(Name of Planning Commission Chair)

(Signature)

3. That (Name) _____ Title _____

is hereby designated as the Grant Administrator, the person with the overall Administrative responsibility for the Bylaw Planning Grant program activities related to the application, and any subsequent Grant Agreement provisions.

4. If the grant application is successful, and funds are awarded, the following individual will be the signatory on behalf of the municipality:

Name: _____

Title: _____

Email: _____

Phone: _____

Note: The signatory must either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is a Select Board Member, the Town Manager, the City Manager, or the Town Administrator, is hereby designated to execute the Grant Agreement and other such Documents as may be necessary to secure these funds.

Passed this _____ day of _____, _____.

- ☐ Check the box if the municipality authorizes its regional planning commission to serve as the ‘agent’ for the applicant municipality, or multi-town applicant municipalities, by assisting with the preparation of the application, supporting grant administration, and being exempt from competitive selection if serving as project consultant.

5. That the Municipal Legislative Body recommends applying for said Grant.

(Legislative Body Chair)

(Signature)

INSTRUCTIONS FOR RESOLUTION FORM

- A. The Legislative Body of the Municipality must adopt this resolution or one that will have the same effect. This Form may be filled in or the adopted Resolution may be issued on municipal letterhead, filling in the name of the municipality, the Legislative Body (e.g. Selectboard), and the name and title of the Grant Administrator and Municipal signatory.
- B. Following formal adoption, the Chair of the Planning Commission and Legislative Body must sign upon endorsement by vote of the Planning Commission and Legislative Body.
- C. This form must be submitted with the grant application.

CONSORTIUM APPLICATIONS: For a multi-town application, each municipality must complete a separate Resolution form. All municipalities in a consortium must designate the same Grant Administrator, and signatory from the primary grant municipality.

Bylaw Modernization Grant Application | Fiscal Year 2022

Vermont Department of Housing & Community Development

Application deadline: November 15, 2021 at 6 p.m. Refer to the [Program Description](#) for full details.
E-mail complete application forms to jennifer.lavoie@vermont.gov.

GENERAL INFORMATION

Single Municipality Application

Name of municipality _____

Multi-Town Application

Name of lead municipality _____

Name(s) of other applicant municipalities _____

Regional Planning Commission (RPC) Agent Status *(check one)*

- ☐ RPC **is not** serving as agent for the application
- ☐ RPC **is** serving as agent for the application & RPC staff is listed as the primary contact below.

Primary Contact for Application *(this includes single and multi-town applications)*

Name _____

Organization _____

Complete mailing address _____

Email _____

Phone _____

Financial Summary *(refer to the [Program Description](#) for maximum grant amounts)*

Grant Funding Requested _____

+ Minimum Applicant Match *(10% of grant funds & eligible for forgiveness)* _____

+ Any Additional Match *(not eligible for forgiveness)* _____

= **Total Project Cost:** _____

Municipal Signer *(Person who has the authority to sign a grant agreement on behalf of the lead municipality if the application is funded)*

Name _____

Title _____

Email Address _____

Phone Number _____

Project Title

Project Description & Summary

ELIGIBILITY VERIFICATION

Does the project meet the eligibility criteria, eligible activities, and mapping requirements in the [Program Description](#)?

☐ Yes

Do the applicant municipalities in this application all have an adopted municipal plan and planning process confirmed by the RPC under Chapter 117 of Title 24?

☐ Yes

RESPONSES TO COMPETITIVE CRITERIA

Please keep responses brief and legible for grant scorers by using the space provided. Do not reduce font size.

Community Need (25 points)

Describe the community issues, problems, challenges, obstacles the project will address; how updates to the bylaws will help achieve state, regional, and local housing goals; and why the project is urgent.

Complete the table below with the project's work plan and budget. Competitive approaches will demonstrate that the project is realistic for a 24-month (maximum) period, be effectively sequenced, be cost effective and include public outreach tasks. Sample work plans and budgets are available online, [here](#).

[illegible]

Funding Type	Source of Funding	Amount
Grant Funds Requested	State of Vermont	
Total		

Public Outreach (25 points)

Describe who supports this project and the work plan's approach to outreach to partner organizations and the broader public. This should include necessary coordination with state agencies affected by the project, stakeholders impacted by the project, and any under-served, historically discriminated, under-represented, and lower-resourced populations in the community.

Project Location (25 points)

Describe the geographic areas and zoning districts the project will address and the project's consistency with Vermont's Smart Growth Principles, listed in the [Program Description](#).

Which of the following location-based criteria does this project meet?

(check all that apply, and explain as applicable)

☐ Municipalities with high-demand housing market with limited affordability and cost-burdened household based on information from www.housingdata.org. *(Please explain if checked)*

☐ Projects that relate to state designated areas in accordance with [24 V.S.A. Chapter 76A](#) *(List designated areas downtown, village, new town center, growth center & neighborhood development area if checked)*

☐ Projects that relate to redevelopment-ready and infill-ready areas served by unconstrained water and wastewater infrastructure *(Please explain if checked)*

☐ Projects that relate to areas likely to result in near-term housing development *(Please explain if checked)*

☐ Projects that relate to areas eligible for [Neighborhood Development Area](#) (NDA) designation (also known as 'neighborhood planning' areas mappable on [Vermont's Planning Atlas](#)).

☐ Projects that will use funding to prepare for and pursue NDA designation

FINANCIAL MANAGEMENT

Financial Management

Please note that responses to the following questions will not impact the competitiveness of your application and will be used for grant administration purposes only.

Does your organization have an accounting system that will allow you to completely and accurately track the receipt and disbursements of funds related to the award?

- ☐ Yes
☐ No

What type of accounting system does your municipality use?

- ☐ Automated
☐ Manual
☐ Combination of both

If an applicant municipality received a Municipal Planning Grant last year, is applying for a Municipal Planning Grant this year, or the project is part of a larger or phased project – please explain.

ATTACHMENTS

- ☐ Municipal Resolution authorizing application (*required*)
☐ Others (*optional, please list*)

For questions about the competitive criteria or application questions, please contact [Jacob Hemmerick](#) at 802-828-5249. For questions regarding the granting process, or administration, please contact [Jenni Lavoie](#) at 802-828-1948.

**TOWN OF ESSEX
SELECTBOARD MEETING MINUTES
Tuesday October 18, 2021**

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Ron Hoague, Chief of Police; Robert Kissinger, Police Lieutenant; Aaron Martin, Director of Public Works Operations.

OTHERS PRESENT: Charles Baker; Al Bombardier; Jeff Carr; Kevin Collins; Erin Dickinson; Betsy Dunn; Lester Elton; Patricia Gelineau; Maureen Gillard; Nick Leddy; Bruce Post; Mary Post; Roseanne Prestipino; Angel Segarra; Margaret Smith; Mike Sullivan; Dennis Thibeault; Mike Thorne; Fernando Wade-Cook; Irene Wrenner

1. CALL TO ORDER

Mr. Watts called the Essex Selectboard to order at 6:32 PM.

A gentleman in the meeting room was unmasked but requested to stay to participate in the meeting's Public Hearing. Staff and the Selectboard said that, without a mask, he could not stay, due to covid restrictions. They invited him to join the meeting elsewhere by phone or through Microsoft Teams. He left the meeting.

2. AGENDA ADDITIONS/ CHANGES

Mr. Duggan requested that reading file item 8b, become new business item 6b, for discussion.

Mr. Duggan presented a newly updated draft of a working document for item 6f. The Selectboard did not accept the document for this meeting, due to lack of time in advance to review it.

3. AGENDA APPROVAL

ANDY WATTS made a motion, seconded by DAWN HILL-FLEURY, to move reading file item 8b to business item 6b to allow discussion of the Route 128 speed limit. The motion passed 5-0.

4. PUBLIC TO BE HEARD

a. Comments from Public on Items Not on Agenda

Mr. Watts requested that speakers uphold specific behaviors of civility during this agenda item.

Mr. Wade-Cook suggested that the municipality consider decreasing the speed limit near Meadow's Edge on Tower Road hour because of speeding traffic.

5. PUBLIC HEARING

b. Public hearing to discuss the survey of existing Class 3 Town Highway No. 708, Fleury Road

The Selectboard members discussed how to proceed with the public hearing, with consideration to the gentleman who wanted to comment on the issue but left due to masking protocols. They decided to move forward with the hearing but allow more time for more public comments by tabling the issue afterward, to be reopened it at the next Selectboard meeting

Mr. Watts opened the Public Hearing at 6:54 PM

Mr. Martin presented the issue of conducting a survey of Fleury Road, and whether staff should acquire the necessary deeds to document the Fleury Road Right of Way. He said that the road is class 3, so must be surveyed as per state statute, but land records with drawings that include the

road width and location are unavailable to be able to conduct the required survey. He talked about why the boundaries of the road are historically difficult to establish and explained changes in its use when there was no longer a train station and depot located there. He showed maps to explain where the proposed boundaries, based on historical documents, and said this may affect property owners being able to access a right of way. The Selectboard discussed the maps with Mr. Martin including the southern border of the claimed right of way; how this survey would minimize impact; it's effect on development; and reasons to claim a two pronged right of way versus three. Mr. Martin said that if the survey is approved it would be filed in land records. Then, a notice of appeal would be provided to the residents and 120 days would be granted for the appeal period. If there were no appeals, the survey would be accepted and landowner deeds would be secured.

There were no comments from the public at this time. Mr. Teich said staff would contact the gentleman who left earlier in the meeting to ensure that his comments are included on this issue.

SUSAN COOK made a motion, seconded by TRACEY DELPHIA, to table the discussion on the public hearing to discuss the survey of existing Class 3 Town Highway No. 708, Fleury Road until the next Selectboard meeting on November first at 6:45. The motion passed 5-0.

6. BUSINESS ITEMS

a. Consider approval of Fleury Road survey and documentation of Fleury Road right of way

Because the public hearing on this issue will be reopened on November 1, 2021, approval of this survey was not yet considered.

b. Discuss a petition to lower speed on VT Route 128 between Weed Road and Irene Avenue

Mr. Duggan introduce the petition from residents on VT Route 128 to lower the speed limit between Weed Road and Irene Avenue. He said staff are planning to perform a speed study and present the results to the VTRANS State Committee that considers speed changes to state roads four times per year. The Selectboard discussed the issue and location with Mr. Martin.

Ms. Gellineau, a petitioner on this issue, said she was speaking on behalf of Route 128 residents living on this segment of road who believe the 50 MPH speed limit is too fast for their residential neighborhood. She said people drive fast and hazardously on the road. She described minor and major motor vehicle accidents; pets, including her own, that have been run over; children scared to play outside; and residents scared to get their mail or to drive out of their driveways. Mr. Martin talked with Ms. Gellineau about the process for submitting the speed study to the state. He suggested that residents submit letters in support of this change to send with the speed study.

Ms. Smith said that drivers go very fast at the elementary school nearby, but she has not seen police surveillance there for sound or speed. She said she hopes the state will make this change.

Ms. Post described a recent driving experience she had at a nearby intersection and underscored the safety issues related to speeders on Fleury Road.

Ms. Davis urged the Town to confront engineers, at the state level, about this speeding issue using town priorities to support the speed change.

Mr. Martin agreed to find out when the next VTRANS meeting at the state will take place to try to time the speed study in preparation for this meeting.

c. Consider passage of Public Nuisance and Dog Licensing and Control ordinances and warning of public hearing to consider final passage

Lieutenant Kissinger introduced the issue of 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. The selectboard had no questions about the Dog licensing and control ordinance. Regarding the public nuisance ordinance, Lieutenant Kissinger said that the noise section needs to be amended because, when drafting it, they did not take into consideration gun shooting noise on private properties. He gave an example of legal repercussions of a neighboring municipality when a noise ordinance negatively affected a shooting range. Ms. Cook said she would submit a typo revision for the ordinance.

Ms. Post wondered if the dog ordinance would apply to a dog who runs loose on Old Stage Road. She said that if the Selectboard is considering how the nuisance ordinance would affect shooting ranges that they should open a shooting range discussion.

Mr. Bombardier hoped that the ordinance would address loud vehicular noises in his neighborhood. He said noise and speeding are concerns for high density parts of the Town. He suggested including increasing penalties for reoffenders. He said he approved of 6.11.040 A, General Prohibition, and the exemptions. He said that Table A seemed to only apply to machinery versus vehicles. He wondered why he rarely sees police patrolling for speeding.

Lieutenant Kissinger explained how measuring decibels can get reasonable reads on neighbor disturbances. He suggested removing section 6.11.040 C to work on separately to address the issues of loud vehicles and shooting ranges. Mr. Murray suggested not removing Table A and Mr. Watts suggested not pulling out any sections to address separately but, instead, to address the whole ordinance. Chief Hoague said they would need to revise language to handle the shooting range issue, based on what has been learned from Williston's shooting range lawsuit.

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard pass the Dog License and Control Ordinance and authorize staff to warn a public hearing to consider final passage of the ordinance revisions on November 1, 2021, at 6:45 PM. The motion passed 5-0.

d. Presentation of Chittenden County Regional Planning Commission annual update

Chittenden County Regional Planning Commission (CCRPC) Executive Director, Mr. Baker, presented the commission's annual update, with support from Essex CCRPC representative Mr. Carr. Mr. Duggan and Mr. Teich said the CCRPC has been meeting regularly with managers about how to address regional topics. Mr. Carr talked about the importance of transportation planning and funding with the CCRPC, to define a transportation future for the county. Mr. Baker reviewed the report provided to the Selectboard and highlighted individual items to discuss starting with the operating structure of the CCRPC as detailed on page 1. He noted the Essex activities that the CCRPC assisted with, as outlined on pages 1-4. He said there is a legislative forum that the CCRPC attends regularly so if the municipality wants them to highlight something specific to let him know. Mr. Baker noted CCRPC's regional activities, as detailed in the report on pages 4-8. He talked CCRPC's public engagement and racial equity work, including a plan to hold an Equity Summit in November. He said the Building Homes Together campaign has built over 3500 homes and, because more is needed on this effort municipalities have been convening regional housing commissions to share best practices. He said more funding from the Federal Government may be available for this initiative. Mr. Carr talked about the importance of building housing that is affordable and talked housing markets. Mr. Murray wondered if other municipalities are addressing the impact of Air B&Bs and short term stay arrangements on communities. Mr. Baker said this is being discussed at the legislature. Mr. Watts wondered if access to childcare

and mental health treatment is being discussed as a regional issue. Mr. Baker said some convened discussions focused on access to mental health services, but childcares services are being addressed as a state-wide issue. Mr. Watts wondered why the CCRCP had a recent discussion with Essex staff about the Essex Senior Van. Mr. Baker said he is considering whether the model is replicable for other parts of the region and said they are exploring alternative funding options for this type of service through VTRANS. Mr. Watts wondered how CCRPC representation from the Town and the Village is going. Mr. Baker and Mr. Carr cited no issues. Mr. Carr announced he will be moving from Essex so he will no longer be able to serve as Essex's CCRPC representative. He talked about his long tenure in this position and his gratitude for the opportunity. He received applause by the Selectboard and those present for his service.

e. **Discussion and potential action on open meeting law training from Vermont League of Cities and Towns**

Mr. Teich presented the issue of whether the Selectboard wanted to schedule an open meeting law training with the Vermont League of Cities and Towns (VLCT). He said this would be in response to resident requests for the Secretary of State to provide training about open meeting law and the public records act. Mr. Teich said the Secretary of State provides regional transparency tours that cover the topic with community discussions, but does not provide trainings. He said any resident can also call the Secretary of State to ask questions about these topics. He said VLCT training is the same one they do with new board members after Town Meetings, but this would be at a cost and only municipal members would be able to interface with VLCT, not the public. The Selectboard discussed the VLCT option and determined it does not address the need originally discussed. The Selectboard members would prefer, and encourage community members, to attend the public meeting provided by during the Secretary of State's transparency tour.

Mr. Post agreed that the VLCT training does not meet the spirit of the original request. He said he felt it was important to address what seemed to be suspect meetings and wanted residents to understand that they can hold public officials accountable. He said the VLCT training is not good use of money and talked about his opinions on VLCT's position on transparency.

The Selectboard members were in consensus to not pursue the VLCT training but to watch out for the Secretary of State offerings in the future.

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

The Selectboard members said they receive too many drafts of the shared services working documents and that they do not always know the reasons behind edits made on them. Mr. Watts said that having nine documents in the packet is too many and he would like to tell the Trustees that the Selectboard is finished with some of them. Ms. Delphia requested that the most recent working copy be provided before their next joint meeting on October 19th. Mr. Teich suggested that the boards use the comment box tool in the working documents to explain reasoning behind suggested revisions. The Selectboard members discussed, the roles of Mr. Luck and legal counsel. They decided that no executive session for this agenda item was required.

Ms. Wrenner suggested that the Selectboard engage a consultant in a similar fashion as the Village engages Mr. Luck.

Ms. Dunn wondered if the Selectboard is taking enough time prior to Joint meetings to discuss Trustee suggestions. Mr. Watts said they are and explained the drafting dynamics.

g. ****Discussion of personnel**

This Item took place in Executive Session as 9b.

7. **CONSENT ITEMS**

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, to approve the consent agenda as presented:

a. Consider acknowledgement of new street name at 25 Essex Way private drive

To acknowledge that the E911 Coordinator & State approved the name 'Stinson Drive'.

b. Consider approval of Extra Mile Day proclamation

To approve a Proclamation declaring November 1, 2021, to be Extra Mile Day.

c. Approve minutes: October 4, 2021, October 5, 2021

d. Check Warrants: #17913 -- 10/1/21; #17915 -- 10/8/21

The motion passed 5-0

8. **READING FILE**

a. Board member comments

- Mr. Teich said that two new Senior Van drivers were hired and will start soon.

- Mr. Watts noted the list of committee and commission vacancies. He said they will be interviewing four candidates for one seat on the Housing Commission but, because he knows one of the candidates, he will recuse himself from these interviews and the appointment.

b. ~~Memo from Greg Duggan re: Petition to lower speed on VT Route 128 between Weed Road and Irene Avenue~~ This item was pulled to become new item 6b.

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**

An executive session did not take place for this agenda item.

b. ****An executive session may be needed to discuss personnel matters**

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, 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. The motion passed 5-0 at 9:21 PM.

TRACEY DELPHIA made a motion, seconded by SUSAN COOK, to exit executive session. The motion passed 5-0 at 10:51 PM.

10. **ADJOURN**

DAWN HILL-FLEURY made a motion, seconded by SUSAN COOK, to adjourn. The motion passed 5-0 at 10:51 PM.

Respectfully Submitted,
Cathy Ainsworth
Recording Secretary

Approved this _____ day of _____, 2021

**SELECTBOARD
(DRAFT)**

October 18, 2021

258 (See minutes of this day for corrections, if any)
259
260
261 Tracey Delphia, Clerk, Selectboard

**SELECTBOARD & TRUSTEES
(DRAFT)**

**TOWN OF ESSEX SELECTBOARD
VILLAGE OF ESSEX JUNCTION TRUSTEES
DRAFT JOINT MEETING MINUTES
MONDAY, OCTOBER 25, 2021**

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

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Brad Luck, Village Parks & Recreation Director; Robin Pierce, Village Community Development Director

OTHERS PRESENT: Bob Burrows; Marcus Certa; Matt Carmoli; Kevin Collins; Annie Cooper; Patty Davis; Erin Dickinson; Max Dodson; Betsy Dunn; John Egan; Bill Ellis, Town Attorney; Gina Halpin Barrett; Deb McAdoo; Melanie Needle; Mary Post; Roseanne Prestipino; Ta-Tanisha Redditta; Claudine Safar, Village Attorney; Angel Segarra; Kristen Shamis, Village Attorney; Ken Signorello; Harlan Smith; Margaret Smith; Mike Thorne; Doug Wilson; Irene Wrenner; Lorraine Zaloom; R M; Joe P

1. CALL TO ORDER

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

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

2. AGENDA ADDITIONS/CHANGES

None.

3. APPROVE AGENDA

No changes, approval not required.

4. PUBLIC TO BE HEARD

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

Ms. Dunn expressed concern about the use of executive session and stated that Boards should not be conducting votes during this time.

Ms. Wrenner said that there was a recent announcement on private social media regarding the future of Village management and said that such announcements should occur during public meetings.

Mr. Certa said that the audio quality on Town Meeting TV is currently inaudible and encouraged this to be fixed. Mr. Duggan suggested utilizing the call-in feature or joining the meeting via Microsoft Teams for better audio quality.

5. BUSINESS ITEMS

a. Interview and potential appointment: Ta-Tanisha Redditta for Housing Commission

Mr. Watts said that he had not participated in discussions on Housing Commission nominations due to a conflict of interest. This conflict of interest is no longer present, and he said he would be moderating the interview, however he will be abstaining from the vote due to his earlier lack of participation.

Ms. Redditta said that she is interested in joining the Housing Commission since she was previously homeless when she moved to Vermont. Mr. Murray asked Ms. Redditta to discuss her community involvement in Essex. She said that she has volunteered with the Red Cross and has served on the Economic Development Commission. Mr. Brown asked Ms. Redditta what she would like to accomplish on the Housing Commission. Ms. Redditta said that there is a strong need for 3- to 4-bedroom apartments in Essex, and that she would like to see this addressed. Ms. Delphia asked Ms. Redditta for her opinion on the top three priorities for the Housing Commission in the next year. Ms. Redditta discussed new residential units, working with displaced residents, and learning more about the work of the Commission. Ms. Cook asked Ms. Redditta if she is familiar with inclusionary zoning, Ms. Redditta said that she was not. Mr. Watts said that the Boards will vote on this appointment during executive session.

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

Memorandum of Understanding (MOU)

Mr. Watts said the Selectboard suggested adding a “second tier” of agreements, which are not as impactful to budgeting as some of the others and could be discussed after the vote. Mr. Brown and Ms. Thibeault expressed concern that not reaching an agreement on one document could make all the rest moot. Mr. Brown said some of these do not seem like second tier agreements and should be primary issues. Mr. Tyler agreed and asked that verbiage regarding an agreement to “negotiate in good faith” be added as a counter proposal. Ms. Safar said that the phrase “negotiate in good faith” has some legal meaning, however, it can be open to significant interpretation and will not guarantee that an agreement is achieved. She also expressed concern that, should one agreement not be approved, it could make all the hard work in coming to other agreements completely moot. Mr. Ellis said that he has stated before that the Selectboard would not accept individual agreements, but that all agreements need to be approved if there is to be any agreement at all. The Boards decided to work to prioritize the agreements. Mr. Brown said that he wished the following agreements would be prioritized as top tier: Police Services, Tax Delinquencies, Reappraisal and Appraisal, Shared Financial Services, and IT. After some discussion, Mr. Watts said this suggestion would be taken under advisement with the Town’s legal counsel. Ms. Cook noted that termination terms were listed in two different places in the document and suggested that this be consolidated. This will be discussed with legal counsel. Mr. Watts brought the Trustees’ attention to the fact that the MOU is only valid until the end of the current legislative biennium. Mr. Chawla said that he would like to see it extended to the next biennium. Mr. Watts expressed concern that this could bind future Boards to the agreement. Ms. Thibeault said that once all the agreements have been decided, the MOU will no longer be needed. Mr. Chawla encouraged the Selectboard to have flexibility in the second-tier agreements, hoping that disagreements on these issues will not hold the communities back.

Police Services Agreement

After some discussion, it was decided to leave the first period of review for this agreement at two years. Ms. Delphia asked for the term “material event” to be clarified in the document. The Selectboard discussed options for allowing the finance department flexibility in when they conduct an audit. Mr. Brown said the Trustees are not concerned with when the audit takes place, so long as it occurs during the

year. The other Trustees indicated their agreement, and the language was changed to require the audit to be held by the end of the second quarter.

There was some discussion regarding whether school crossings would be considered a “special event” and Mr. Kerin said that he feels that a special event is something that is unplanned and irregular. The other Trustees concurred.

Mr. Watts brought the Trustees’ attention to Selectboard changes to the document that detail what would happen should the Town budget fail, and changes to police services result from this. Mr. Tyler asked for an example of an additional service that would benefit the Town and not the City, as detailed in the contract. Mr. Duggan gave traffic control as an example. Mr. Tyler expressed concern that this would not allow the police department the autonomy to move staff as they see fit. Mr. Watts said that this was included as a counter to a clause the Trustees had requested including additional services that would benefit the City and not the Town. He suggested eliminating the language for both situations. Ms. Cook suggested obtaining input from the police department. Ms. Cook asked about automatic termination language and said that the establishment of a City police department is listed as one cause for this. She said more planning would be needed for the Town should this occur. Ms. Delphia concurred. Mr. Brown suggested offering a one-year notice for the City to let the Town know that it is planning on establishing an independent police department.

The following will be reviewed by the Town’s legal counsel: the definition of a material event, unique services for the city or town, and automatic termination upon notice of creating an independent police department.

Delinquent Tax Agreement

Mr. Watts said it seems like the City is proposing to collect taxes for the Town, and that the Selectboard is not comfortable with this. Mr. Luck said that the Selectboard has expressed concern about collecting taxes from people who are no longer residents, and this is currently in the City charter, which can no longer be changed. Mr. Watts said that it should be clarified when exactly City residents will stop being residents of the Town. Mr. Tyler said that when the legislature approves the charter, all Village residents will be City residents and no longer Town residents, regardless of where in the budget cycle they are. Ms. Delphia said that her understanding would be that the City would pay the taxes for all former Town properties, and then be responsible for collecting the amount from property owners. Mr. Watts said that this document needs many more details if the Town is not going to collect their own taxes. He also brought up questions regarding the legality of the Town managing taxes in another municipality. Ms. Cook asked who would determine the legality, and Mr. Watts said that the legislature would. Ms. Shamis concurred and said that there is minimal precedent for this. Mr. Ellis said that the legislature may significantly change the charter when it reviews it. Mr. Tyler said that this is no different than the fact that City voters will continue paying for the police building bond via their City taxes. Mr. Brown said that there is no way to alleviate Mr. Watts’s concerns until separation occurs, and either the Boards move forward, or they will not come to agreement.

For a future meeting, the Selectboard will write terms to include to ensure that the Town will receive payment. Mr. Watts requested public input; none was given.

Information Technology Agreement

Ms. Thibeault asked why the Town IT Director would be required to approve a written plan for accessing materials. Mr. Watts said that this is needed because this will directly impact the Town’s ability to

function and protect their information security. Ms. Safar suggested adding language stating that the approval should not be unreasonably withheld. She also strongly encouraged the Village to take out language pledging indemnity for damage that their IT consultants might cause. Ms. Delphia expressed concern with this and asked who would be held responsible for a data breach. Legal counsel for the Town and Village will work to develop appropriate language to address this. Ms. Shamis encouraged the Village to include language stating that IT costs would be paid to the Town on a “reasonable hourly basis.” Mr. Watts said that this could create problems budget-wise and asked if it was expected for the IT transition to occur within a year. Mr. Brown said that it is hoped that this will occur, however there are provisions included in case this does not happen. Mr. Watts brought up a concern regarding payment dates and said that, during the transition period, Town IT staff will still be providing services to the City. Separation related work costs should be separate from this day-to-day work. Mr. Luck said costs for IT transition is included in the City budget. It is possible that the Town staff may only be responsible for extracting the data and giving it to the City IT contractor. Mr. Chawla suggested the possibility of adding a true-up in this agreement, like what is included in the Police Services Agreement. Ms. Cook also asked that fees for current contracts for phones, copiers, and other IT services be included in this, as breaking these contracts could be very expensive. Mr. Ellis said that language should be put in stating that all early termination fees would be the responsibility of the City. Ms. Thibeault said that these contracts and their potential terminations need to be fully researched and detailed prior to signing, Mr. Murray concurred. Mr. Watts expressed concern with the verbiage that the agreement would terminate the agreement “when the migration is complete.” He also expressed concern that the Town has not budgeted for migration and may need to hire additional staff for this purpose. Mr. Duggan said that the IT department could track the work that they spent on the migration and bill the City for this cost. Mr. Watts said that, without additional staff, it could not be guaranteed that migration would happen within the first year. Mr. Brown said that the Village could get proposals from vendors, and the vendors could discuss the impact with the IT Director. Ms. Cook asked if the Village data has been kept separate from the Town data, and Mr. Tyler said that this is unknown. He also said that the level of work required for this project is unknown, but that he feels that it will not require an additional IT staff member. Mr. Watts requested public input. Ms. Cooper said that she wanted to remind the Selectboard that Village residents are also represented by the Selectboard, and tonight she did not feel like the Board was representing the needs of Village residents.

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

c. Discussion of personnel

This was discussed during executive session.

6. CONSENT AGENDA

a. Approve minutes: October 19, 2021 – Selectboard and Trustees

TRACEY DELPHIA made a motion, seconded by SUE COOK, to approve the Consent Agenda. The motion passed 5-0.

GEORGE TYLER made a motion, seconded by RAJ CHAWLA, to approve the Consent Agenda. The motion passed 5-0.

7. READING FILE

a. Board member comments: Mr. Chawla asked what type of public input would be sought regarding cannabis regulation. Mr. Duggan and Mr. Teich said that public input would be sought to determine if a vote on the issue should be held, and what zoning regulations might be required. Mr. Teich said that the

state has determined that cannabis cannot be sold within 500 feet of a school. He also said that communities have limited abilities to set regulations for cannabis. Mr. Watts said communities are automatically opted out of cannabis retail sales unless they vote to opt-in. Ms. Delphia said that there is no longer a deadline for when a vote on retail cannabis must occur. The Trustees will be discussing this issue in more detail at their meeting the next day.

- b. Memo from Robin Pierce and Owiso Makuku re: Cannabis in the Community**
- c. Letter from Greater Burlington Industrial Corp. (GBIC) re: Thanks for support**
- d. Upcoming meeting schedule**

8. EXECUTIVE SESSION

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

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, that the Selectboard enter into executive session to discuss proposed public official appointments in accordance with 1 V.S.A. Section 313(a)(3), to include the Trustees, Unified Manager, Deputy Manager, and Assistant Manager. Motion passed 5-0.

GEORGE TYLER made a motion, seconded by DAN KERIN that the Selectboard enter into executive session to discuss proposed public official appointments in accordance with 1 V.S.A. Section 313(a)(3), to include the Selectboard, Unified Manager, Deputy Manager, and Assistant Manager. Motion passed 5-0.

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

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

TRACEY DELPHIA made a motion, seconded by SUE COOK, that the Selectboard enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Trustees, Unified Manager, Deputy Manager, Assistant Manager and HR Director. Motion passed 5-0.

GEORGE TYLER made a motion, seconded by DAN KERIN, that the Selectboard enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Selectboard, Unified Manager, Deputy Manager, Assistant Manager and HR Director. Motion passed 5-0.

DAWN HILL-FLEURY made a motion, seconded by SUE COOK, for the Selectboard to exit executive session. Motion passed 5-0 at 10:36 p.m.

RAJ CHAWLA made a motion, seconded by AMBER THIBEAULT, for the Trustees to exit executive session. Motion passed 5-0 at 10:36 p.m.

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard to appoint Alison Levy to the Housing Commission. Motion passed 4-0-1, with ANDY WATTS abstaining.

DAN KERIN made a motion, seconded by AMBER THIBEAULT, for the Trustees to appoint Alison Levy to the Housing Commission. Motion passed 4-0-1, with GEORGE TYLER abstaining.

9. ADJOURN

DAWN HILL-FLEURY made a motion, seconded by SUE COOK, for the Selectboard to adjourn. Motion passed 5-0 at 10:41 PM.

RAJ CHAWLA made a motion, seconded by DAN KERIN, for the Trustees to adjourn. Motion passed 5-0 at 10:41 PM.

Respectfully Submitted,
Darby Mayville
Recording Secretary

10/15/21

Town of Essex / Village of EJ Accounts Payable

Page 1 of 6

01:29 pm

Check Warrant Report # 17917 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/15/21 To 10/15/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
37985	A T & T MOBILITY	09/23/21	CELL PHONE SERVICE EPD 87814980921	110-5-14-10-735.000 Tech: Equip/Hardware	43.23	36455	10/15/21
37985	A T & T MOBILITY	09/23/21	CELL PHONE SERVICE EPD 87814980921	110-5-20-10-432.000 R&M Technology	43.23	36455	10/15/21
37985	A T & T MOBILITY	09/23/21	CELL PHONE SERVICE EPD 87814980921	110-5-40-12-570.000 Other Purchased Services	91.46	36455	10/15/21
37985	A T & T MOBILITY	09/23/21	CELL PHONE SERVICE EPD 87814980921	110-5-30-12-530.000 Communications	32.69	36455	10/15/21
37985	A T & T MOBILITY	09/23/21	CELL PHONE SERVICE EPD 87814980921	110-5-30-13-530.000 Communications	106.58	36455	10/15/21
19815	AMAZON CAPITAL SERVICES	10/09/21	APC UPS BATTERY 14QL6HGX9HCC	110-5-20-10-735.000 Tech: Equip/Hardware	70.43	36459	10/15/21
19815	AMAZON CAPITAL SERVICES	10/07/21	USB Cables 1F7M4WHF49Y9	110-5-14-10-735.000 Tech: Equip/Hardware	20.88	36459	10/15/21
19815	AMAZON CAPITAL SERVICES	10/06/21	WATER FILTERS/FLASH DRIVE 1HHDD9JTX4RJ	110-5-41-13-431.000 R&M Buildings & Grounds	115.88	36459	10/15/21
19815	AMAZON CAPITAL SERVICES	10/06/21	WATER FILTERS/FLASH DRIVE 1HHDD9JTX4RJ	110-5-20-10-610.000 General Supplies	26.55	36459	10/15/21
19815	AMAZON CAPITAL SERVICES	10/13/21	Phone Line Tester 1LQNYM4RFMR6	110-5-14-10-735.000 Tech: Equip/Hardware	14.99	36459	10/15/21
29295	BARTOL CURT R PHD	10/07/21	CHOINIERE MMPI-2 100721D	110-5-20-10-330.000 Professional Services	15.00	36462	10/15/21
07465	BIBENS ACE HARDWARE INC	09/28/21	Shop Supplies 425585	110-5-30-12-610.000 General Supplies	11.97	36463	10/15/21
02235	BOUND TREE MEDICAL LLC	09/30/21	Nitroglycerin Sublingual 84233322	110-5-25-10-611.000 Small Tools and Equipment	159.53	36465	10/15/21
27590	CATAMOUNT COLOR (OFFSET H	09/28/21	Fall Brochure Mail Prep 22450	110-5-30-10-550.000 Printing and Binding	115.00	36466	10/15/21
07710	CCR SALES AND SERVICE LLC	09/09/21	Repairs 55802	110-5-30-12-430.000 R&M Vehicles & Equipment	510.40	36467	10/15/21
07710	CCR SALES AND SERVICE LLC	10/05/21	SOLENOID 56479	110-5-30-12-431.000 R&M Buildings & Grounds	12.90	36467	10/15/21
07710	CCR SALES AND SERVICE LLC	10/05/21	Solenoid for z-turn mower 56479A	110-5-40-12-430.001 R&M Vehicles - Supplies	12.90	36467	10/15/21
07710	CCR SALES AND SERVICE LLC	10/05/21	Electric Starter 56485	110-5-30-12-430.000 R&M Vehicles & Equipment	213.61	36467	10/15/21
07710	CCR SALES AND SERVICE LLC	10/05/21	starter for z-turn mower 56485A	110-5-40-12-430.001 R&M Vehicles - Supplies	213.61	36467	10/15/21
40205	CDW-G	09/30/21	Sophos AV 3yr License L573326	110-5-14-10-735.000 Tech: Equip/Hardware	5946.38	36468	10/15/21
40205	CDW-G	09/30/21	Sophos AV 3yr License L573326	110-1-00-00-120.000 Prepaid Expenses	11889.76	36468	10/15/21
23525	CLARK'S TRUCK CENTER INC	10/07/21	air brake filter - trk 12 452777	110-5-40-12-430.001 R&M Vehicles - Supplies	95.31	36471	10/15/21
23525	CLARK'S TRUCK CENTER INC	10/06/21	Tire Inflator 452793	110-5-40-12-611.000 Small Tools and Equipment	59.99	36471	10/15/21
39475	CLAUSSEN'S INC	10/07/21	Mums for Billie Butler Dr 24676	110-5-40-12-571.000 Streetscape Maintenance	36.25	36472	10/15/21
25120	CLICKTIME.COM	10/06/21	Town Timesheets September 356206	110-5-13-10-505.000 Tech. Subs, Licenses	328.00	36474	10/15/21

10/15/21

Town of Essex / Village of EJ Accounts Payable

Page 2 of 6

01:29 pm

Check Warrant Report # 17917 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/15/21 To 10/15/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
25120	10/06/21	CLICKTIME.COM Town Timesheets September 356206	110-5-30-10-505.000 Technology, Subscriptions	192.00	36474	10/15/21
19330	09/18/21	CONSOLIDATED COMMUNICATIO Phone svc 9/18-10/17/21 0921D EFL	110-5-41-11-530.000 Communications	158.97	36480	10/15/21
31545	10/06/21	COSTCO #314 ACO PRINTER 314826450	110-5-20-10-735.000 Tech: Equip/Hardware	223.29	36481	10/15/21
33075	09/11/21	DELL MARKETING LP IT Desktop Equipment 10517877239	110-5-14-10-735.000 Tech: Equip/Hardware	1255.15	36482	10/15/21
11115	06/01/21	DOMINION TECH COMPUTER SV O365 Monthly Licenses 20218068	110-5-14-10-735.000 Tech: Equip/Hardware	2798.82	36483	10/15/21
11115	09/30/21	DOMINION TECH COMPUTER SV Dominion Tech Credit 20218068A	110-5-14-10-735.000 Tech: Equip/Hardware	-2818.10	36483	10/15/21
11115	09/30/21	DOMINION TECH COMPUTER SV Firewall License 20218885	110-5-14-10-735.000 Tech: Equip/Hardware	480.00	36483	10/15/21
17215	10/06/21	DRAKE PETROLEUM CORPORATI Diesel fuel 017686621	110-5-41-15-626.000 Gasoline	6817.11	36484	10/15/21
27245	09/01/21	EAS TEK recalibrate thermostat at 1298	110-5-41-10-431.000 R&M Buildings & Grounds	200.00	36486	10/15/21
23955	09/28/21	F.E. HART FENCE CO. INC posts for bike path on Ol 29179	110-5-30-12-431.000 R&M Buildings & Grounds	32.90	36493	10/15/21
21825	10/22/21	FIRST NATIONAL BANK OMAHA FIRE DEPT CREDIT CARD Sep 5442 921	110-5-10-10-580.000 Travel	366.93	36495	10/15/21
24825	09/24/21	FIRST NATIONAL BANK OMAHA SEP CREDIT CARD 8151 921	110-5-20-10-500.000 Training, Conf, Dues	876.22	36496	10/15/21
24825	09/24/21	FIRST NATIONAL BANK OMAHA SEP CREDIT CARD 8151 921	110-5-20-10-540.000 Advertising	50.00	36496	10/15/21
24825	09/24/21	FIRST NATIONAL BANK OMAHA SEP CREDIT CARD 8151 921	110-5-20-10-610.000 General Supplies	17.99	36496	10/15/21
24825	09/24/21	FIRST NATIONAL BANK OMAHA SEP CREDIT CARD 8151 921	110-5-20-10-612.000 Uniforms	37.00	36496	10/15/21
19445	09/24/21	FIRST NATIONAL BANK OMAHA Monthly Domain Name Charg 9760 921	110-5-14-10-735.000 Tech: Equip/Hardware	47.94	36497	10/15/21
19805	09/24/21	FIRST NATIONAL BANK OMAHA Evan's FNBO 9572 Sept sta 9572 921	110-5-10-10-570.000 Other Purchased Services	492.48	36498	10/15/21
19805	09/24/21	FIRST NATIONAL BANK OMAHA Evan's FNBO 9572 Sept sta 9572 921	110-5-11-10-500.000 Training, Conf, Dues	725.00	36498	10/15/21
16000	10/07/21	FISHER AUTO PARTS Oil Dry Absorbent, 40 Lb 293350281	110-5-20-10-430.000 R&M Vehicles & Equipment	483.00	36502	10/15/21
14595	10/05/21	FOLEY SERVICES INC CARPET RUNNERS 1393103	110-5-41-13-400.000 Contracted Services	50.15	36505	10/15/21
04340	10/04/21	FORD MOTOR CREDIT COMPANY LEASE PAYMENT 34 1767981	110-5-95-00-970.901 Police Lease Principal	470.42	36506	10/15/21
04340	10/04/21	FORD MOTOR CREDIT COMPANY LEASE PAYMENT 34 1767981	110-5-95-00-975.901 Police Lease Interest	8.28	36506	10/15/21
13570	08/24/21	GALE/CENGAGE LEARNING Adult Large Print Books 75051411	110-5-35-10-640.201 Adult Collection	50.98	36507	10/15/21
13570	10/12/21	GALE/CENGAGE LEARNING Adult Large Print 76006414	110-5-35-10-640.201 Adult Collection	31.19	36507	10/15/21
07000	09/20/21	GALLS INC UNIFORM PANTS 19325101	110-5-20-10-612.000 Uniforms	59.47	36508	10/15/21

10/15/21

Town of Essex / Village of EJ Accounts Payable

Page 3 of 6

01:29 pm

Check Warrant Report # 17917 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/15/21 To 10/15/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
07000	GALLS INC	09/20/21	DEPASQUALE ALLOWANCE 19325610	110-5-20-10-612.000 Uniforms	283.55	36508 10/15/21
07000	GALLS INC	09/21/21	GRAGG ALLOWANCE 19337981	110-5-20-10-612.000 Uniforms	182.02	36508 10/15/21
07000	GALLS INC	09/29/21	WINKLER ALLOWANCE 19402788	110-5-20-10-612.000 Uniforms	93.89	36508 10/15/21
07000	GALLS INC	10/04/21	WERTH ALLOWANCE 19435826	110-5-20-10-612.000 Uniforms	187.96	36508 10/15/21
07000	GALLS INC	10/06/21	KISSINGER ALLOWANCE 19458400	110-5-20-10-612.000 Uniforms	27.38	36508 10/15/21
07000	GALLS INC	10/07/21	COURTOIS ALLOWANCE 19467849	110-5-20-10-612.000 Uniforms	136.90	36508 10/15/21
04035	GOT THAT RENTAL & SALES I	10/07/21	white marking paint 91912	110-5-40-12-605.000 Summer Construction Suppl	112.56	36510 10/15/21
23595	HAMMOND ELECTRIC INC	10/06/21	electrical work - Clerks 9788JH	110-5-41-10-431.000 R&M Buildings & Grounds	2767.80	36511 10/15/21
33495	INGRAM LIBRARY SERVICES I	09/30/21	Juvenile Book 55114119	110-5-35-10-640.202 Juvenile Collection	9.52	36512 10/15/21
33495	INGRAM LIBRARY SERVICES I	09/30/21	Juvenile Book 55114119	110-5-35-10-610.000 General Supplies	0.69	36512 10/15/21
37715	INTEGRITY COMMUNICATIONS	09/29/21	Integrity Cable PW Work 40270	110-5-14-10-735.000 Tech: Equip/Hardware	148.73	36514 10/15/21
37715	INTEGRITY COMMUNICATIONS	09/29/21	Integrity Library Work 40271	110-5-14-10-735.000 Tech: Equip/Hardware	406.30	36514 10/15/21
28255	JOHN LEO & SONS INC	09/07/21	EPR Truck Maint. 132723	110-5-30-12-430.000 R&M Vehicles & Equipment	213.50	36516 10/15/21
28255	JOHN LEO & SONS INC	09/30/21	Ice Rink Top Soil 203105	110-5-30-12-431.000 R&M Buildings & Grounds	90.00	36516 10/15/21
28255	JOHN LEO & SONS INC	09/30/21	SH Park Topsoil 203106	110-5-30-11-430.000 R&M Vehicles & Equipment	90.00	36516 10/15/21
17710	KOFILE INC / GOVOS INC	10/13/21	October land records INVKS001822	110-5-12-10-505.000 Tech. Subs, Licenses	1205.00	36520 10/15/21
V9970	MIDWEST TAPE	08/10/21	Adult DVDs 500827544	110-5-35-10-640.201 Adult Collection	104.46	36523 10/15/21
V9970	MIDWEST TAPE	08/24/21	Adult DVDs 500889913	110-5-35-10-640.201 Adult Collection	42.48	36523 10/15/21
V9970	MIDWEST TAPE	09/14/21	Adult DVD 500983030	110-5-35-10-640.201 Adult Collection	22.49	36523 10/15/21
V9970	MIDWEST TAPE	09/21/21	Adult DVD 501017330	110-5-35-10-640.201 Adult Collection	11.24	36523 10/15/21
V9970	MIDWEST TAPE	10/04/21	Adult DVD 501070847	110-5-35-10-640.201 Adult Collection	27.99	36523 10/15/21
V9970	MIDWEST TAPE	10/12/21	Adult DVDs 501115851	110-5-35-10-640.201 Adult Collection	120.94	36523 10/15/21
40465	MITCHELL'S TEES & SIGNS I	10/07/21	ACADEMY UNIFORM 100721D	110-5-20-10-612.000 Uniforms	198.50	36525 10/15/21
14585	MUNICIPAL EMERGENCY SERVI	09/29/21	REPAIR OF TURNOUT COAT AN IN1626781	110-5-25-10-612.000 Uniforms	602.11	36527 10/15/21
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14 74111292	110-5-25-10-442.000 Rental Vehicles/Equip	80.74	36528 10/15/21

10/15/21

Town of Essex / Village of EJ Accounts Payable

Page 4 of 6

01:29 pm

Check Warrant Report # 17917 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/15/21 To 10/15/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14 74111292	110-5-20-10-442.000 Rental Vehicles/Equip	80.74	36528	10/15/21
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14 74111292	110-5-20-10-442.000 Rental Vehicles/Equip	80.74	36528	10/15/21
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14 74111292	110-5-35-10-442.000 Rental Vehicles/Equip	80.74	36528	10/15/21
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14 74111292	110-5-40-10-442.000 Rental Vehicles/Equip	94.15	36528	10/15/21
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14 74111292	110-5-13-10-442.000 Rental Vehicles/Equip	120.43	36528	10/15/21
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14 74111292	110-5-20-10-442.000 Rental Vehicles/Equip	138.97	36528	10/15/21
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14 74111292	110-5-12-10-442.000 Rental Vehicles/Equip	138.97	36528	10/15/21
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14 74111292	110-5-40-10-442.000 Rental Vehicles/Equip	46.32	36528	10/15/21
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14 74111292	110-5-40-12-442.000 Rental Vehicles/Equip	46.32	36528	10/15/21
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14 74111292	110-5-10-10-442.000 Rental Vehicles/Equip	177.89	36528	10/15/21
V1643	NEMRC	09/14/21	NEMRC Remote Work 48731	110-5-14-10-735.000 Tech: Equip/Hardware	145.00	36529	10/15/21
37605	NEW ENGLAND MUNICIPAL RES	10/09/21	Marshal Swift Tables FY22 48909	110-5-15-10-505.000 Tech. Subs, Licenses	2258.09	36530	10/15/21
40075	NEW YORK CLEANERS	10/04/21	SEP DRY CLEANING 100421D	110-5-20-10-612.000 Uniforms	379.10	36531	10/15/21
23420	P & P SEPTIC SERVICE INC.	09/30/21	Pearl St Park Portolet Oc T563556	110-5-30-12-570.000 Other Purchased Services	200.00	36533	10/15/21
23420	P & P SEPTIC SERVICE INC.	09/30/21	Saxon Portolet October T563557	110-5-30-12-570.000 Other Purchased Services	200.00	36533	10/15/21
23420	P & P SEPTIC SERVICE INC.	09/30/21	IBR Portolet October T563558	110-5-30-12-570.000 Other Purchased Services	200.00	36533	10/15/21
37430	R R CHARLEBOIS INC	10/05/21	valve for air brake syste IE06297	110-5-40-12-430.001 R&M Vehicles - Supplies	89.10	36536	10/15/21
21705	S&J CREATIONS	10/06/21	HEMMING/PATCHES 12418	110-5-20-10-612.000 Uniforms	54.00	36539	10/15/21
111130	TIFCO INDUSTRIES INC	09/28/21	Broom for Hgwy garage 71696553	110-5-40-12-611.000 Small Tools and Equipment	103.12	36546	10/15/21
12890	U S BANK	09/15/21	2014-3 2010-5 2017-4 VMBBES79 21	110-5-95-00-950.901 Police Facility Debt Prin	345000.00	36548	10/15/21
12890	U S BANK	09/15/21	2014-3 2010-5 2017-4 VMBBES79 21	110-5-95-00-955.901 Police Facility Debt Inte	92359.95	36548	10/15/21
12890	U S BANK	09/15/21	2014-3 2010-5 2017-4 VMBBES79 21	110-5-95-00-955.901 Police Facility Debt Inte	-4768.00	36548	10/15/21
29825	VT GAS SYSTEMS	09/23/21	SH VT Gas September 2202232 0921	110-5-41-16-621.000 Natural Gas/Heating	40.58	36549	10/15/21
29825	VT GAS SYSTEMS	09/23/21	SH Pool VT Gas September 2536530 0921	110-5-30-11-622.000 Electricity	110.52	36550	10/15/21
27030	VT OFFICE OF CHILD SUPPOR	10/15/21	Payroll Transfer PR-10/15/21	110-2-00-00-210.005 Misc Deductions Payable	311.54	36551	10/15/21

10/15/21

Town of Essex / Village of EJ Accounts Payable

Page 5 of 6

01:29 pm

Check Warrant Report # 17917 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/15/21 To 10/15/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
41630	10/14/21	VT STATE TREASURER 3rd qtr marriage fees to 210930	110-2-00-00-215.003 Due to VT Marriage Lic	2750.00	36552	10/15/21
22595	10/12/21	WILLEY LYNN E Refund of Tax Credit 1036062001	110-2-00-00-200.002 Overpayments Payable	1947.63	36557	10/15/21
22565	10/06/21	WILSON BRUCE Survey work for Out Abou 10062021	110-5-16-10-831.000 Special or New Programs	500.00	36558	10/15/21
14545	10/15/21	ICMA-RC (PLAN 705508) Payroll Transfer PR-10/15/21	110-2-00-00-210.005 Misc Deductions Payable	464.21	10140076	10/15/21
23055	10/15/21	ICMA - 401 (PLAN 10904 Payroll Transfer PR-10/15/21	110-2-00-00-210.004 Retirement Payable	822.39	10140077	10/15/21
09005	10/15/21	ICMA - 457 (PLAN 302056) Payroll Transfer PR-10/15/21	110-2-00-00-210.005 Misc Deductions Payable	4110.00	10140078	10/15/21
17425	10/15/21	ICMA ROTH PLAN 706287 Payroll Transfer PR-10/15/21	110-2-00-00-210.004 Retirement Payable	25.00	10140385	10/15/21
V1161	10/15/21	ICMA RETIREMENT TRUST-401 Payroll Transfer PR-10/15/21	110-2-00-00-210.004 Retirement Payable	6912.09	10140386	10/15/21
V1160	10/15/21	ICMA RETIREMENT TRUST-457 Payroll Transfer PR-10/15/21	110-2-00-00-210.004 Retirement Payable	1503.40	10140387	10/15/21
05390	10/15/21	FAMILY SUPPORT REGISTRY Payroll Transfer PR-10/15/21	110-2-00-00-210.010 Judgements Payable	69.23	21101501	10/15/21
21385	10/15/21	HEALTH EQUITY Payroll Transfer PR-10/15/21	110-2-00-00-210.009 HSA Payable HE	159.50	21101502	10/15/21
V10636	10/01/21	HEALTH EQUITY Monthly Fees for Oct 2021 ktetdh2	110-5-13-10-330.000 Professional Services	27.65	21101503	10/15/21
24825	09/24/21	FIRST NATIONAL BANK OMAHA SEP CREDIT CARD 8151 921	122-5-22-10-500.000 Training, Conf, Dues	-165.00	36496	10/15/21
24825	09/24/21	FIRST NATIONAL BANK OMAHA SEP CREDIT CARD 8151 921	122-5-22-10-750.000 Machinery & Equipment	21.17	36496	10/15/21
05485	10/11/21	NATIONAL BUSINESS LEASING Copier leases 10/15-11/14 74111292	122-5-22-10-442.000 Rental Vehicles/Equip	138.97	36528	10/15/21
23115	10/01/21	ALL AMERICAN INVESTMENT G 2021 Pumper Lease Pmt 3 TE224213	130-5-95-00-975.905 Lease Int - Firetrucks	17035.07	36457	10/15/21
23115	10/01/21	ALL AMERICAN INVESTMENT G 2021 Pumper Lease Pmt 3 TE224213	130-5-95-00-970.905 Lease Prin - Firetrucks	55917.88	36457	10/15/21
21510	04/14/21	ALL SEASON SIDING SH Pool House Project 1st 1990	130-5-30-12-750.001 Park Asset Replacement	9675.00	36458	10/15/21
21510	04/14/21	ALL SEASON SIDING SH Pool House Work 1st Py 1991	130-5-30-12-750.001 Park Asset Replacement	16945.00	36458	10/15/21
37985	09/23/21	A T & T MOBILITY CELL PHONE SERVICE EPD 87814980921	151-5-51-10-530.000 Communications	148.28	36455	10/15/21
23435	10/07/21	CHAMPLAIN WATER DISTRICT application fees EWBPS Contra	151-5-51-20-570.000 Other Purchased Services	5008.00	36469	10/15/21
05485	10/11/21	NATIONAL BUSINESS LEASING Copier leases 10/15-11/14 74111292	151-5-51-10-442.000 Rental Vehicles/Equip	46.32	36528	10/15/21
23590	10/01/21	SMITH & LOVELESS pump station parts 156156	151-5-51-30-433.000 R&M Infrastructure	48.55	36542	10/15/21
37985	09/23/21	A T & T MOBILITY CELL PHONE SERVICE EPD 87814980921	159-5-30-15-530.000 Communications	37.84	36455	10/15/21
27590	09/28/21	CATAMOUNT COLOR (OFFSET H Essex Rec Fall Brochure 22573	159-5-30-14-550.000 Printing and Binding	1481.00	36466	10/15/21

10/15/21

Town of Essex / Village of EJ Accounts Payable

Page 6 of 6

01:29 pm

Check Warrant Report # 17917 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/15/21 To 10/15/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
05485	NATIONAL BUSINESS LEASING	10/11/21	Copier leases 10/15-11/14	159-5-30-14-442.000	177.89	36528	10/15/21
			74111292	Rental Vehicles/Equip			
20620	RASCO LAURA	10/12/21	PS Playgroup - September	159-5-30-14-835.000	180.00	36537	10/15/21
			101221D	Program Instructor Fees			
28500	CLOVERDALE CONSTRUCTION I	09/03/21	117 Sleepy Hollow Rd Escr	175-2-00-00-200.005	6000.42	36475	10/15/21
			100821FD	Misc Escrow-Builders			

	Report Total				610136.23		
					=====		

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 \$ ***610,136.23
Let this be your order for the payments of these amounts.

10/22/21

Town of Essex / Village of EJ Accounts Payable

Page 1 of 11

11:33 am

Check Warrant Report # 17919 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/22/21 To 10/22/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
09960	10/13/21	AAA POLICE SUPPLY AMMUNITION 90885	110-5-20-10-500.000 Training, Conf, Dues	1451.00	36559	10/22/21
14400	10/15/21	ABOVE AND BEYOND october cleaning services 299	110-5-41-10-400.000 Contracted Services	830.00	36560	10/22/21
19815	10/09/21	AMAZON CAPITAL SERVICES PRINTER CARTRIDGES 1LGRMH7X91T3	110-5-20-10-610.000 General Supplies	87.78	36562	10/22/21
19815	09/24/21	AMAZON CAPITAL SERVICES part for Town Clerk offic 1LTWFLGWLM1H	110-5-41-10-431.000 R&M Buildings & Grounds	29.69	36562	10/22/21
19815	10/16/21	AMAZON CAPITAL SERVICES SUPPLIES 1TX4T4GMHRD3	110-5-20-10-610.000 General Supplies	126.69	36562	10/22/21
42665	10/07/21	AMAZON/SYNCB Pickleball Set 955649749574	110-5-35-10-830.000 Regular Programs	39.99	36563	10/22/21
44595	10/12/21	APPLIED CONCEPTS INC LIDARS FROM GRANT 392038	110-5-90-00-895.000 State or Other Grant Exp	3212.00	36565	10/22/21
25955	10/04/21	AT&T MOBILITY CELL PHONE SERVICE EPD 87291961021	110-5-20-10-530.000 Communications	405.16	36567	10/22/21
02000	09/30/21	BAKER & TAYLOR, INC Adult Books 5017252141	110-5-35-10-640.201 Adult Collection	87.80	36568	10/22/21
02000	09/30/21	BAKER & TAYLOR, INC Adult Books 5017252141	110-5-35-10-610.000 General Supplies	4.20	36568	10/22/21
02000	10/08/21	BAKER & TAYLOR, INC Adult Books 5017269682	110-5-35-10-640.201 Adult Collection	54.47	36568	10/22/21
02000	10/08/21	BAKER & TAYLOR, INC Adult Books 5017269682	110-5-35-10-610.000 General Supplies	2.80	36568	10/22/21
09345	10/15/21	BASIC Monthly Fee for COBRA Adm 1N2167514	110-5-10-10-210.000 Group Insurance	153.60	36569	10/22/21
07465	08/04/21	BIBENS ACE HARDWARE INC lube spray for doors at f 42082	110-5-41-12-431.000 R&M Buildings & Grounds	6.99	36571	10/22/21
07465	10/13/21	BIBENS ACE HARDWARE INC small tools 42693	110-5-40-12-611.000 Small Tools and Equipment	16.98	36571	10/22/21
07465	10/13/21	BIBENS ACE HARDWARE INC rubber paint to fix leaki 42698	110-5-41-16-431.000 R&M Buildings & Grounds	25.98	36571	10/22/21
07465	10/18/21	BIBENS ACE HARDWARE INC shop supplies 42723	110-5-41-15-610.000 General Supplies	21.14	36571	10/22/21
37790	09/15/21	CHITTENDEN COUNTY County Tax FY22 110521d	110-5-19-10-800.103 Chittenden County Tax	61742.60	36583	10/22/21
23525	10/11/21	CLARK'S TRUCK CENTER INC parts installed not cover 67992	110-5-40-12-430.000 R&M Vehicles & Equipment	106.05	36584	10/22/21
04940	10/01/21	COMCAST Internet hgw complex 10/ 0167074 1021	110-5-40-12-530.000 Communications	81.70	36585	10/22/21
V9941	10/19/21	COMMERCIAL CARD SVCS Town Fair registration - 215IUDO3H7	110-5-11-10-500.000 Training, Conf, Dues	100.00	36586	10/22/21
V9941	10/19/21	COMMERCIAL CARD SVCS Town Fair Registration - 21LJXJARL0	110-5-10-10-500.000 Training, Conf, Dues	100.00	36586	10/22/21
V9941	09/15/21	COMMERCIAL CARD SVCS TENTS FOR EVENTS B AMAZON	110-5-10-10-610.000 General Supplies	544.90	36586	10/22/21
V9941	09/16/21	COMMERCIAL CARD SVCS Employee Recognition C Amazon	110-5-10-10-500.000 Training, Conf, Dues	7.99	36586	10/22/21
V9941	09/16/21	COMMERCIAL CARD SVCS Employee Recognition D Amazon	110-5-10-10-500.000 Training, Conf, Dues	59.98	36586	10/22/21

10/22/21

Town of Essex / Village of EJ Accounts Payable

Page 2 of 11

11:33 am

Check Warrant Report # 17919 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/22/21 To 10/22/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
V9941	09/07/21	SCANNER E AMAZON	110-5-12-10-610.000 General Supplies	23.79	36586	10/22/21
V9941	09/16/21	Employee Recognition F AmazonA	110-5-10-10-500.000 Training, Conf, Dues	149.00	36586	10/22/21
V9941	09/15/21	VLCT Town Fair ID:TOWNFAIR2	110-5-10-10-500.000 Training, Conf, Dues	100.00	36586	10/22/21
09325	10/12/21	tree removals - various 1 22876	110-5-40-12-571.000 Streetscape Maintenance	4300.00	36590	10/22/21
27245	09/01/21	check up on mechanical eq 1299	110-5-41-12-431.000 R&M Buildings & Grounds	780.00	36591	10/22/21
38955	10/08/21	3 MODULES TOILET REPAIR 73254243	110-5-41-13-431.000 R&M Buildings & Grounds	655.26	36596	10/22/21
04640	10/08/21	TRUCK WASH BRUSHES VTBUR300681	110-5-25-10-430.000 R&M Vehicles & Equipment	173.24	36597	10/22/21
23090	10/01/21	Oct health officer 100121D	110-5-18-10-330.000 Professional Services	797.00	36599	10/22/21
67350	09/24/21	Zoom Subscription 73830921	110-5-35-10-505.000 Tech. Subs, Licenses	29.98	36600	10/22/21
14595	10/12/21	CARPET RUNNERS 1394322	110-5-41-13-400.000 Contracted Services	50.15	36606	10/22/21
13570	10/05/21	Adult Large Print Books 75963687	110-5-35-10-640.201 Adult Collection	50.98	36607	10/22/21
13570	10/19/21	Adult Large Print Books 76045153	110-5-35-10-640.201 Adult Collection	91.17	36607	10/22/21
07000	10/08/21	DEPASQUALE ALLOWANCE 19478075	110-5-20-10-612.000 Uniforms	71.81	36608	10/22/21
04035	10/11/21	paint to restripe lines a 92051	110-5-41-12-431.000 R&M Buildings & Grounds	14.97	36609	10/22/21
04035	10/12/21	paint to restripe lines a 92095	110-5-41-12-431.000 R&M Buildings & Grounds	9.98	36609	10/22/21
04035	10/19/21	upside down marking paint 92413	110-5-40-12-605.000 Summer Construction Suppl	29.95	36609	10/22/21
04035	10/20/21	tape measure 92476	110-5-40-12-611.000 Small Tools and Equipment	13.99	36609	10/22/21
04035	10/11/21	paint to restripe lines a C2246	110-5-41-12-431.000 R&M Buildings & Grounds	14.97	36609	10/22/21
07010	10/04/21	IBR Ticket Booth Power Se 100421IBTB	110-5-30-12-570.000 Other Purchased Services	24.41	36611	10/22/21
07010	10/08/21	9/8-10/7/21 Power various 100821D var	110-5-41-10-622.000 Electricity	207.69	36612	10/22/21
07010	10/08/21	9/8-10/7/21 Power various 100821D var	110-5-41-11-622.000 Electricity	95.86	36612	10/22/21
07010	10/08/21	9/8-10/7/21 Power various 100821D var	110-5-41-12-622.000 Electricity	44.79	36612	10/22/21
07010	10/08/21	9/8-10/7/21 Power various 100821D var	110-5-41-15-622.000 Electricity	161.75	36612	10/22/21
07010	10/08/21	9/8-10/7/21 Power various 100821D var	110-5-41-16-622.000 Electricity	24.94	36612	10/22/21
07010	10/11/21	EPD ELECTRICITY 1021145PD	110-5-41-13-622.000 Electricity	1776.20	36615	10/22/21

10/22/21

Town of Essex / Village of EJ Accounts Payable

Page 3 of 11

11:33 am

Check Warrant Report # 17919 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/22/21 To 10/22/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
2955	HEART WILDLIFE REMOVAL	10/08/21	SEP ANIMAL CONTROL 100821D	110-5-20-15-330.000 Professional Services	2916.66	36616	10/22/21
24420	HERITAGE FORD	10/18/21	parts for old PD explorer 498226	110-5-40-12-430.001 R&M Vehicles - Supplies	79.35	36617	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-10-10-210.000 Group Insurance	135.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-13-10-210.000 Group Insurance	90.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-12-10-210.000 Group Insurance	90.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-14-10-210.000 Group Insurance	90.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-15-10-210.000 Group Insurance	45.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-40-10-210.000 Group Insurance	45.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-40-10-210.000 Group Insurance	45.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-16-10-210.000 Group Insurance	135.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-20-11-210.000 Group Insurance	135.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-20-13-210.000 Group Insurance	135.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-20-12-210.000 Group Insurance	225.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-20-14-210.000 Group Insurance	630.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-40-12-210.000 Group Insurance	405.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-40-13-210.000 Group Insurance	45.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-30-10-210.000 Group Insurance	90.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-30-12-210.000 Group Insurance	45.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-30-13-210.000 Group Insurance	45.00	36618	10/22/21
21240	HICKOK & BOARDMAN HRI	10/11/21	FY22Q1 Advisory Agreement 20211016	110-5-35-10-210.000 Group Insurance	180.00	36618	10/22/21
35560	IAAO	10/11/21	IAAO Dues 1/1/22-12/31/22 2210196870	110-1-00-00-120.000 Prepaid Expenses	112.50	36619	10/22/21
35560	IAAO	10/11/21	IAAO Dues 1/1/22-12/31/22 2210196870	110-5-15-10-500.000 Training, Conf, Dues	112.50	36619	10/22/21
20005	INTEX PROPERTY MAINTENANC	10/15/21	Paper Towels, Toilet Tiss 198A	110-5-41-10-610.000 General Supplies	135.33	36621	10/22/21
20005	INTEX PROPERTY MAINTENANC	10/15/21	October cleaning services 2394	110-5-41-11-400.000 Contracted Services	715.00	36621	10/22/21
20005	INTEX PROPERTY MAINTENANC	10/15/21	October cleaning services 2394	110-5-41-17-400.000 Contracted Services	220.00	36621	10/22/21

10/22/21

Town of Essex / Village of EJ Accounts Payable

Page 4 of 11

11:33 am

Check Warrant Report # 17919 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/22/21 To 10/22/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
28255	10/18/21	JOHN LEO & SONS INC 131965	CAR 10 BATTERY AND TOWING R&M Vehicles & Equipment	557.90	36624	10/22/21
13760	10/18/21	JOHNSON HARDWARE & RENTAL 46029	tools for the shop Uniforms	817.00	36625	10/22/21
13765	10/01/21	KELLEY SHARON 13765B	Q1FY21 Health Officer Ass Professional Services	1815.30	36626	10/22/21
20365	09/29/21	KEY CHEVROLET BUICK GMC C 16566P	Light for PR Truck #34 R&M Vehicles & Equipment	265.80	36627	10/22/21
25740	10/11/21	L&D SAFETY MARKING CORP 07803124551	line striping -various ro Traffic Control	4630.64	36628	10/22/21
12000	09/30/21	LAMOUREUX & DICKINSON INC 58801	traffic study Osgood Hill Professional Services	963.00	36629	10/22/21
28510	10/18/21	LAWYER JUSTIN CRAIG 1041022000	Refund 2nd Install Overpayments Payable	1514.67	36630	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	241.96	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	179.19	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	88.90	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	167.10	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	57.47	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	61.08	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	177.95	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	204.81	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	92.09	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	61.80	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	513.46	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	174.72	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	120.05	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	232.64	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	275.46	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	1187.96	36632	10/22/21
27840	02/20/21	MADISON NATIONAL LIFE INS 110121D	Life Prem Nov 21 Town Group Insurance	75.46	36632	10/22/21
27840	09/24/21	MADISON NATIONAL LIFE INS PR-09/24/21	Payroll Transfer Misc Deductions Payable	21.57	36634	10/22/21

10/22/21

Town of Essex / Village of EJ Accounts Payable

Page 5 of 11

11:33 am

Check Warrant Report # 17919 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/22/21 To 10/22/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
27295	10/05/21	MAPLEHURST FLORIST Thank you to Annie Cooper 85748	110-5-11-10-500.000 Training, Conf, Dues	35.10	36635	10/22/21
28525	09/15/21	MCMANUS PAUL 2 TRAINING SPOTS 091521D	110-5-20-10-500.000 Training, Conf, Dues	600.00	36637	10/22/21
14435	10/14/21	MEI ELECTRICAL CONTRACTOR Annual Monitoring of Fire 22110	110-1-00-00-120.000 Prepaid Expenses	63.19	36638	10/22/21
14435	10/14/21	MEI ELECTRICAL CONTRACTOR Annual Monitoring of Fire 22110	110-5-41-13-400.000 Contracted Services	186.81	36638	10/22/21
28505	10/15/21	MENKE WILLIAM Refund of Credit 2101003035	110-2-00-00-200.002 Overpayments Payable	2030.69	36639	10/22/21
38535	10/11/21	MIDDLEBURY FENCE CO Highway Gate Final 11914A	110-5-41-15-431.000 R&M Buildings & Grounds	5147.90	36640	10/22/21
V9970	10/19/21	MIDWEST TAPE Adult DVDs 501147547	110-5-35-10-640.201 Adult Collection	54.48	36641	10/22/21
14585	10/04/21	MUNICIPAL EMERGENCY SERVI TANKER 1 WHEEL CHOCK REPL IN1628597	110-5-25-10-430.000 R&M Vehicles & Equipment	275.92	36642	10/22/21
23080	10/09/21	MVP HEALTH CARE INC 43118 Health Prem Nov 21 Town 110121D	110-5-10-10-210.000 Group Insurance	-0.01	36643	10/22/21
23080	10/09/21	MVP HEALTH CARE INC 43118 Health Prem Nov 21 Town 110121D	110-5-14-10-210.000 Group Insurance	0.10	36643	10/22/21
23080	10/09/21	MVP HEALTH CARE INC 43118 Health Prem Nov 21 Town 110121D	110-5-40-12-210.000 Group Insurance	-1252.62	36643	10/22/21
23080	10/09/21	MVP HEALTH CARE INC 43118 Health Prem Nov 21 Town 110121D	110-5-20-13-210.000 Group Insurance	-0.01	36643	10/22/21
23080	10/09/21	MVP HEALTH CARE INC 43118 Health Prem Nov 21 Town 110121D	110-5-20-12-210.000 Group Insurance	-0.02	36643	10/22/21
23080	09/17/21	MVP HEALTH CARE INC 43118 Payroll Transfer PR-09/17/21	110-2-00-00-210.006 Health Ins. Copay	2693.27	36643	10/22/21
23080	09/24/21	MVP HEALTH CARE INC 43118 Payroll Transfer PR-09/24/21	110-2-00-00-210.006 Health Ins. Copay	2693.27	36643	10/22/21
23080	10/01/21	MVP HEALTH CARE INC 43118 Payroll Transfer PR-10/01/21	110-2-00-00-210.006 Health Ins. Copay	2693.27	36643	10/22/21
23080	10/08/21	MVP HEALTH CARE INC 43118 Payroll Transfer PR-10/08/21	110-2-00-00-210.006 Health Ins. Copay	82263.32	36643	10/22/21
27395	10/09/21	MVP HEALTH CARE INC 43118 Health Prem Nov 21 Vill 110121V	110-2-00-00-210.006 Health Ins. Copay	525.22	36644	10/22/21
44275	10/06/21	MVP SELECT CARE INC. Administrative Fee Invoic 202109A	110-5-13-10-505.000 Tech. Subs, Licenses	40.00	36645	10/22/21
06675	10/18/21	NATIONAL BUSINESS TECHNOL Copier usages 9/18-10/17/ IN448811	110-5-25-10-442.000 Rental Vehicles/Equip	3.05	36646	10/22/21
06675	10/18/21	NATIONAL BUSINESS TECHNOL Copier usages 9/18-10/17/ IN448811	110-5-20-10-442.000 Rental Vehicles/Equip	17.14	36646	10/22/21
06675	10/18/21	NATIONAL BUSINESS TECHNOL Copier usages 9/18-10/17/ IN448811	110-5-20-10-442.000 Rental Vehicles/Equip	16.17	36646	10/22/21
06675	10/18/21	NATIONAL BUSINESS TECHNOL Copier usages 9/18-10/17/ IN448811	110-5-35-10-442.000 Rental Vehicles/Equip	48.94	36646	10/22/21
06675	10/18/21	NATIONAL BUSINESS TECHNOL Copier usages 9/18-10/17/ IN448811	110-5-40-10-442.000 Rental Vehicles/Equip	70.29	36646	10/22/21
06675	10/18/21	NATIONAL BUSINESS TECHNOL Copier usages 9/18-10/17/ IN448811	110-5-13-10-442.000 Rental Vehicles/Equip	17.55	36646	10/22/21

10/22/21

Town of Essex / Village of EJ Accounts Payable

Page 6 of 11

11:33 am

Check Warrant Report # 17919 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/22/21 To 10/22/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
06675	10/18/21	NATIONAL BUSINESS TECHNOLOGICAL Copier usages 9/18-10/17/ IN448811	110-5-20-10-442.000 Rental Vehicles/Equip	35.36	36646	10/22/21
06675	10/18/21	NATIONAL BUSINESS TECHNOLOGICAL Copier usages 9/18-10/17/ IN448811	110-5-12-10-442.000 Rental Vehicles/Equip	117.52	36646	10/22/21
06675	10/18/21	NATIONAL BUSINESS TECHNOLOGICAL Copier usages 9/18-10/17/ IN448811	110-5-40-10-442.000 Rental Vehicles/Equip	8.85	36646	10/22/21
06675	10/18/21	NATIONAL BUSINESS TECHNOLOGICAL Copier usages 9/18-10/17/ IN448811	110-5-40-12-442.000 Rental Vehicles/Equip	8.85	36646	10/22/21
06675	10/18/21	NATIONAL BUSINESS TECHNOLOGICAL Copier usages 9/18-10/17/ IN448811	110-5-10-10-442.000 Rental Vehicles/Equip	39.75	36646	10/22/21
38540	10/31/21	NATIONAL RECREATION & PARKS NRPA Membership B.Hoffmeier 382697 1021	110-5-30-10-500.000 Training, Conf, Dues	175.00	36647	10/22/21
10220	10/01/21	NEW ENGLAND AIR SYSTEMS LLC FALL PM 178482	110-5-41-13-400.000 Contracted Services	8280.00	36648	10/22/21
21460	08/30/21	NHDOT E-Z PASS TOLL CHARGE 1707557843	110-5-14-10-580.000 Travel	5.00	36650	10/22/21
27325	10/14/21	NORTH LYNX LLC THERMOSTAT CONTROLS EPD2021004	110-5-41-13-431.000 R&M Buildings & Grounds	220.00	36652	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-10-10-210.000 Group Insurance	304.79	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-13-10-210.000 Group Insurance	268.47	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-12-10-210.000 Group Insurance	199.29	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-14-10-210.000 Group Insurance	268.47	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-15-10-210.000 Group Insurance	69.18	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-40-10-210.000 Group Insurance	235.61	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-16-10-210.000 Group Insurance	174.68	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-20-11-210.000 Group Insurance	199.29	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-20-13-210.000 Group Insurance	650.55	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-20-12-210.000 Group Insurance	373.97	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-20-14-210.000 Group Insurance	1644.48	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-40-12-210.000 Group Insurance	804.08	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-40-13-210.000 Group Insurance	36.32	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-30-10-210.000 Group Insurance	556.76	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-30-12-210.000 Group Insurance	260.22	36653	10/22/21
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-30-13-210.000 Group Insurance	130.11	36653	10/22/21

10/22/21

Town of Essex / Village of EJ Accounts Payable

Page 7 of 11

11:33 am

Check Warrant Report # 17919 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/22/21 To 10/22/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
24960	10/15/21	NORTHEAST DELTA DENTAL Dental Prem Nov 21 Town 110121DT	110-5-35-10-210.000 Group Insurance	105.50	36653	10/22/21
27240	09/24/21	OTIS ELEVATOR COMPANY reprogram emergency phone NKV18383001	110-5-41-10-431.000 R&M Buildings & Grounds	539.00	36655	10/22/21
23420	08/06/21	P & P SEPTIC SERVICE INC. Call to fix leaking toile T559845	110-5-41-10-431.000 R&M Buildings & Grounds	180.00	36657	10/22/21
23420	08/09/21	P & P SEPTIC SERVICE INC. port-a-potty rental for P T559965	110-5-41-14-431.000 R&M Buildings & Grounds	120.00	36657	10/22/21
23420	08/19/21	P & P SEPTIC SERVICE INC. SH Pool Service Call T560679	110-5-30-11-570.000 Other Purchased Services	150.00	36657	10/22/21
23420	10/18/21	P & P SEPTIC SERVICE INC. IBR Portolet October/Nove T564685	110-5-30-12-570.000 Other Purchased Services	110.00	36657	10/22/21
25140	10/05/21	PIKE INDUSTRIES INC Asphalt 1157715	110-5-40-12-605.000 Summer Construction Suppl	263.34	36659	10/22/21
25140	10/08/21	PIKE INDUSTRIES INC Asphalt 1158387	110-5-40-12-605.000 Summer Construction Suppl	453.36	36659	10/22/21
25140	10/15/21	PIKE INDUSTRIES INC Asphalt / emulsion 1159669	110-5-40-12-605.000 Summer Construction Suppl	649.32	36659	10/22/21
25330	10/07/21	QUEEN CITY STEEL CO. steel for repair on body 267239	110-5-40-12-430.001 R&M Vehicles - Supplies	90.85	36662	10/22/21
24325	10/07/21	RADIO NORTH GROUP INC APX RADIO REPAIR 24143517	110-5-25-10-530.000 Communications	573.00	36663	10/22/21
28030	10/08/21	ROUTE 15 AUTOMOTIVE SERVI CAR 12 REPAIRS 133540	110-5-20-10-430.000 R&M Vehicles & Equipment	384.50	36667	10/22/21
15095	10/21/21	ROWMAN & LITTLEFIELD PUBL Calendar of Events Book 11843011	110-5-35-10-640.201 Adult Collection	97.27	36668	10/22/21
17505	10/12/21	SAND HILL SOLAR LLC Town Solar Sept 2021 134	110-5-41-11-622.000 Electricity	203.88	36670	10/22/21
17505	10/12/21	SAND HILL SOLAR LLC Town Solar Sept 2021 134	110-5-41-10-622.000 Electricity	707.53	36670	10/22/21
17505	10/12/21	SAND HILL SOLAR LLC Town Solar Sept 2021 134	110-5-41-12-622.000 Electricity	243.39	36670	10/22/21
17505	10/12/21	SAND HILL SOLAR LLC Town Solar Sept 2021 134	110-5-41-15-622.000 Electricity	581.29	36670	10/22/21
17505	10/12/21	SAND HILL SOLAR LLC Town Solar Sept 2021 134	110-5-41-16-622.000 Electricity	73.24	36670	10/22/21
17505	10/12/21	SAND HILL SOLAR LLC Town Solar Sept 2021 134	110-5-30-11-622.000 Electricity	508.05	36670	10/22/21
42565	10/13/21	SEVEN DAYS Legal Ad-PC ZBA 215453	110-5-16-10-540.000 Advertising	92.56	36671	10/22/21
14160	10/07/21	SHELBURNE MUSEUM Shelburne Museum Membersh 208	110-5-35-10-500.000 Training, Conf, Dues	100.00	36672	10/22/21
12145	09/29/21	SHRED-EX Paper Shredding 20815	110-5-41-10-431.000 R&M Buildings & Grounds	50.00	36674	10/22/21
26925	10/06/21	STAPLES CREDIT PLAN credit for returned repor 35294	110-5-41-14-610.000 General Supplies	-20.97	36676	10/22/21
26925	10/14/21	STAPLES CREDIT PLAN desk / wall calendars for 35295	110-5-41-15-610.000 General Supplies	74.84	36676	10/22/21
26925	10/14/21	STAPLES CREDIT PLAN tax credit from invoice 3 35296	110-5-41-15-610.000 General Supplies	-4.90	36676	10/22/21

10/22/21

Town of Essex / Village of EJ Accounts Payable

Page 8 of 11

11:33 am

Check Warrant Report # 17919 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/22/21 To 10/22/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
21000	UNIFIRST CORPORATION	10/14/21 mats and wiper rags - hgw	110-5-40-12-430.001	128.21	36681	10/22/21
		1080045818	R&M Vehicles - Supplies			
25695	UNTAPPED LLC	10/13/21 EMS SUPPLIES	110-5-25-10-611.000	22.00	36682	10/22/21
		2743	Small Tools and Equipment			
19950	UST CORROSION COMPLIANCE	10/10/21 annual testing cathodic p	110-5-41-15-431.000	395.00	36683	10/22/21
		1455	R&M Buildings & Grounds			
11935	VIKING-CIVES USA	10/05/21 tarp arms - Trk 123	110-5-40-12-430.001	438.54	36684	10/22/21
		4509174	R&M Vehicles - Supplies			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-10-10-210.000	60.42	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-13-10-210.000	52.97	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-12-10-210.000	50.26	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-14-10-210.000	53.17	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-40-10-210.000	25.13	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-15-10-210.000	14.02	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-40-10-210.000	16.29	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-16-10-210.000	37.71	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-20-11-210.000	64.28	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-40-12-210.000	170.94	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-30-10-210.000	75.39	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-30-12-210.000	50.26	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-30-13-210.000	25.13	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-35-10-210.000	47.38	36687	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	110-5-40-13-210.000	18.49	36687	10/22/21
		110121DT	Group Insurance			
27030	VT OFFICE OF CHILD SUPPOR	10/22/21 Payroll Transfer	110-2-00-00-210.005	311.54	36689	10/22/21
		PR-10/22/21	Misc Deductions Payable			
24570	VT TROPHY & ENGRAVING	10/11/21 retirement plaque for Jer	110-5-40-12-570.000	205.16	36690	10/22/21
		83727	Other Purchased Services			
23000	WHITCOMB	10/06/21 Shoulders and paving work	110-5-40-12-451.000	112719.31	36693	10/22/21
		211194	Summer Construction Servi			
21760	FIRST NATIONAL BANK OMAHA	09/24/21 EPR Credit Card September	110-5-30-12-570.000	135.00	6769642	10/22/21
		0492 0921	Other Purchased Services			
21760	FIRST NATIONAL BANK OMAHA	09/24/21 EPR Credit Card September	110-5-30-10-505.000	113.94	6769642	10/22/21
		0492 0921	Technology, Subscriptions			
21760	FIRST NATIONAL BANK OMAHA	09/24/21 EPR Credit Card September	110-5-30-10-500.000	195.00	6769642	10/22/21
		0492 0921	Training, Conf, Dues			

10/22/21

Town of Essex / Village of EJ Accounts Payable

Page 9 of 11

11:33 am

Check Warrant Report # 17919 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/22/21 To 10/22/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
17140	THE EDGE (VILLAGE)	10/15/21 Payroll Transfer	110-2-00-00-210.005	66.50	10200133	10/22/21
		PR-10/15/21	Misc Deductions Payable			
17140	THE EDGE (VILLAGE)	10/22/21 Payroll Transfer	110-2-00-00-210.005	66.50	10200133	10/22/21
		PR-10/22/21	Misc Deductions Payable			
17425	ICMA ROTH PLAN 706287	10/22/21 Payroll Transfer	110-2-00-00-210.004	25.00	10200322	10/22/21
		PR-10/22/21	Retirement Payable			
V1161	ICMA RETIREMENT TRUST-401	10/22/21 Payroll Transfer	110-2-00-00-210.004	1623.45	10200323	10/22/21
		PR-10/22/21	Retirement Payable			
V1160	ICMA RETIREMENT TRUST-457	10/22/21 Payroll Transfer	110-2-00-00-210.004	982.50	10200324	10/22/21
		PR-10/22/21	Retirement Payable			
09005	ICMA - 457 (PLAN 302056)	10/22/21 Payroll Transfer	110-2-00-00-210.005	4317.03	10200449	10/22/21
		PR-10/22/21	Misc Deductions Payable			
14545	ICMA-RC (PLAN 705508)	10/22/21 Payroll Transfer	110-2-00-00-210.005	483.74	10200450	10/22/21
		PR-10/22/21	Misc Deductions Payable			
23055	ICMA - 401 (PLAN 10904	10/22/21 Payroll Transfer	110-2-00-00-210.004	822.38	10200451	10/22/21
		PR-10/22/21	Retirement Payable			
17135	THE EDGE (TOWN)	10/22/21 Payroll Transfer	110-2-00-00-210.005	66.50	10210033	10/22/21
		PR-10/22/21	Misc Deductions Payable			
21385	HEALTH EQUITY	10/22/21 Payroll Transfer	110-2-00-00-210.009	159.50	10222102	10/22/21
		PR-10/22/21	HSA Payable HE			
05390	FAMILY SUPPORT REGISTRY	10/22/21 Payroll Transfer	110-2-00-00-210.010	69.23	21102201	10/22/21
		PR-10/22/21	Judgements Payable			
14400	ABOVE AND BEYOND	10/12/21 CJC JANITORIAL	122-5-22-10-330.000	195.00	36560	10/22/21
		6437	Professional Services			
21240	HICKOK & BOARDMAN HRI	10/11/21 FY22Q1 Advisory Agreement	122-5-22-10-210.000	45.00	36618	10/22/21
		20211016	Group Insurance			
27840	MADISON NATIONAL LIFE INS	02/20/21 Life Prem Nov 21 Town	122-5-22-10-210.000	45.61	36632	10/22/21
		110121D	Group Insurance			
06675	NATIONAL BUSINESS TECHNOL	10/18/21 Copier usages 9/18-10/17/	122-5-22-10-442.000	6.76	36646	10/22/21
		IN448811	Rental Vehicles/Equip			
24960	NORTHEAST DELTA DENTAL	10/15/21 Dental Prem Nov 21 Town	122-5-22-10-210.000	130.11	36653	10/22/21
		110121DT	Group Insurance			
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town	122-5-22-10-210.000	25.13	36687	10/22/21
		110121DT	Group Insurance			
26320	AMERICAN WATER WORKS	08/25/21 membership renewal - Denn	151-5-51-10-500.000	459.00	36564	10/22/21
		08252021-DT	Training, Conf, Dues			
24475	BOND O'REILLY AUTO-ESSEX	09/22/21 Motor Oil	151-5-51-10-430.001	59.88	36573	10/22/21
		5677322934	R&M Vehicles - Supplies			
23435	CHAMPLAIN WATER DISTRICT	07/20/21 Leak detection services	151-5-51-20-570.000	1750.00	36582	10/22/21
		EssexTown2	Other Purchased Services			
04940	COMCAST	10/01/21 Internet hgwty complex 10/	151-5-51-10-530.000	81.69	36585	10/22/21
		0167074 1021	Communications			
09325	DJ'S TREE SERVICE & LOGGI	10/12/21 tree removals - various 1	151-5-51-30-570.000	4300.00	36590	10/22/21
		22876	Other Purchased Services			
18000	FERGUSON WATERWORKS #590	10/06/21 repair/recalibrate locat	151-5-51-10-611.000	263.75	36598	10/22/21
		0200903	Small Tools and Equipment			
07010	GREEN MOUNTAIN POWER CORP	10/08/21 9/8-10/7/21 Power various	151-5-51-30-622.000	483.83	36612	10/22/21
		100821D var	Electricity			
21240	HICKOK & BOARDMAN HRI	10/11/21 FY22Q1 Advisory Agreement	151-5-51-10-210.000	225.00	36618	10/22/21
		20211016	Group Insurance			

10/22/21

Town of Essex / Village of EJ Accounts Payable

Page 10 of 11

11:33 am

Check Warrant Report # 17919 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/22/21 To 10/22/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
27840	MADISON NATIONAL LIFE INS	02/20/21 Life Prem Nov 21 Town 110121D	151-5-51-10-210.000 Group Insurance	294.42	36632	10/22/21
23080	MVP HEALTH CARE INC 43118	10/09/21 Health Prem Nov 21 Town 110121D	151-5-51-10-210.000 Group Insurance	0.01	36643	10/22/21
06675	NATIONAL BUSINESS TECHNOL	10/18/21 Copier usages 9/18-10/17/ IN448811	151-5-51-10-442.000 Rental Vehicles/Equip	8.85	36646	10/22/21
24960	NORTHEAST DELTA DENTAL	10/15/21 Dental Prem Nov 21 Town 110121DT	151-5-51-10-210.000 Group Insurance	410.29	36653	10/22/21
23420	P & P SEPTIC SERVICE INC.	10/20/21 cleaning wet wells T564945	151-5-51-30-433.000 R&M Infrastructure	2360.00	36657	10/22/21
17505	SAND HILL SOLAR LLC	10/12/21 Town Solar Sept 2021 134	151-5-51-30-622.000 Electricity	1998.63	36670	10/22/21
17505	SAND HILL SOLAR LLC	10/12/21 Town Solar Sept 2021 134	151-5-51-10-622.000 Electricity	199.48	36670	10/22/21
29835	SHERWIN-WILLIAMS	10/13/21 paint for hydrants 65722	151-5-51-20-433.000 R&M Infrastructure	95.23	36673	10/22/21
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town 110121DT	151-5-51-10-210.000 Group Insurance	95.14	36687	10/22/21
11375	CASELLA WASTE MANAGEMENT	10/19/21 Display Disposal 784121	159-5-30-14-850.154 Halloween	6.40	36577	10/22/21
27840	MADISON NATIONAL LIFE INS	02/20/21 Life Prem Nov 21 Town 110121D	159-5-30-14-210.000 Group Insurance	41.39	36632	10/22/21
06675	NATIONAL BUSINESS TECHNOL	10/18/21 Copier usages 9/18-10/17/ IN448811	159-5-30-14-442.000 Rental Vehicles/Equip	2.95	36646	10/22/21
24960	NORTHEAST DELTA DENTAL	10/15/21 Dental Prem Nov 21 Town 110121DT	159-5-30-14-210.000 Group Insurance	130.11	36653	10/22/21
25375	VISION SERVICE PLAN (CT) -	10/19/21 Vision Prem Nov 21 Town 110121DT	159-5-30-14-210.000 Group Insurance	25.13	36687	10/22/21
21760	FIRST NATIONAL BANK OMAHA	09/24/21 EPR Credit Card September 0492 0921	159-5-30-14-500.000 Training, Conf, Dues	46.99	6769642	10/22/21
21760	FIRST NATIONAL BANK OMAHA	09/24/21 EPR Credit Card September 0492 0921	159-5-30-14-610.000 General Supplies	702.00	6769642	10/22/21
21760	FIRST NATIONAL BANK OMAHA	09/24/21 EPR Credit Card September 0492 0921	159-5-30-14-610.000 General Supplies	85.89	6769642	10/22/21
21760	FIRST NATIONAL BANK OMAHA	09/24/21 EPR Credit Card September 0492 0921	159-5-30-14-610.000 General Supplies	128.85	6769642	10/22/21
21760	FIRST NATIONAL BANK OMAHA	09/24/21 EPR Credit Card September 0492 0921	159-5-30-14-610.000 General Supplies	55.56	6769642	10/22/21
21760	FIRST NATIONAL BANK OMAHA	09/24/21 EPR Credit Card September 0492 0921	159-5-30-14-610.000 General Supplies	69.05	6769642	10/22/21
32575	BIANCHI STONE CRAFTERS IN	10/19/21 Corner Markers 3011	171-2-00-00-200.002 Corner Marker Installer	420.00	36570	10/22/21

10/22/21

Town of Essex / Village of EJ Accounts Payable

Page 11 of 11

11:33 am

Check Warrant Report # 17919 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/22/21 To 10/22/21 & Fund 1

Vendor	Invoice	Invoice Description		Amount	Check	Check
	Date	Invoice Number	Account	Paid	Number	Date
-----				-----		
		Report Total		359360.36		
				=====		

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 \$ ***359,360.36
Let this be your order for the payments of these amounts.

10/29/21

Town of Essex / Village of EJ Accounts Payable

Page 1 of 7

01:06 pm

Check Warrant Report # 17922 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/29/21 To 10/29/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
37985	A T & T MOBILITY	09/27/21	EJRP Cell Phones IBR HotS 8730181921	110-5-30-12-530.000 Communications	207.11	36696	10/29/21
14400	ABOVE AND BEYOND	10/21/21	Monthly Janitorial Servic 6462	110-5-41-13-400.000 Contracted Services	1035.00	36697	10/29/21
28555	ALLEGIANCE TRUCKS	10/19/21	repairs to trk 106 R12200000301	110-5-40-12-430.000 R&M Vehicles & Equipment	332.47	36699	10/29/21
28555	ALLEGIANCE TRUCKS	10/17/21	wheels for truck 104 X12200009301	110-5-40-12-430.001 R&M Vehicles - Supplies	319.28	36699	10/29/21
28555	ALLEGIANCE TRUCKS	10/18/21	sander light for all truc X12200017501	110-5-40-12-430.001 R&M Vehicles - Supplies	79.08	36699	10/29/21
28555	ALLEGIANCE TRUCKS	10/22/21	wheels for trk 104 X12200037201	110-5-40-12-430.001 R&M Vehicles - Supplies	328.86	36699	10/29/21
19815	AMAZON CAPITAL SERVICES	10/17/21	CIGARETTE RECEPTACLE 1HFP4DCJXT34	110-5-20-10-610.000 General Supplies	48.05	36700	10/29/21
23190	BAILEY SPRING & CHASSIS	10/22/21	cross hooks for tire chai S 30996	110-5-40-12-430.001 R&M Vehicles - Supplies	65.28	36705	10/29/21
07465	BIBENS ACE HARDWARE INC	10/17/21	supplies for Clerks offic 42722	110-5-41-10-431.000 R&M Buildings & Grounds	49.95	36706	10/29/21
07465	BIBENS ACE HARDWARE INC	10/18/21	supplies for Clerks offic 42726	110-5-41-10-431.000 R&M Buildings & Grounds	3.60	36706	10/29/21
07465	BIBENS ACE HARDWARE INC	10/21/21	supplies to put hole in c 42752	110-5-41-11-431.000 R&M Buildings & Grounds	15.98	36706	10/29/21
07465	BIBENS ACE HARDWARE INC	10/22/21	shop supplies 42762	110-5-41-15-610.000 General Supplies	9.99	36706	10/29/21
07465	BIBENS ACE HARDWARE INC	10/25/21	Hockey Rink Supplies 42779	110-5-30-12-610.000 General Supplies	12.36	36706	10/29/21
07465	BIBENS ACE HARDWARE INC	10/26/21	bolts for grader 42787	110-5-40-12-430.001 R&M Vehicles - Supplies	5.36	36706	10/29/21
07465	BIBENS ACE HARDWARE INC	10/27/21	keys for Memorial Hall 42797	110-5-41-17-431.000 R&M Buildings & Grounds	10.36	36706	10/29/21
11375	CASELLA WASTE MANAGEMENT	10/01/21	trash pick up Highway Gar 3219570	110-5-41-15-400.000 Contracted Services	257.03	36714	10/29/21
11375	CASELLA WASTE MANAGEMENT	10/01/21	SH Trash Removal 3219582	110-5-30-12-431.000 R&M Buildings & Grounds	210.84	36714	10/29/21
11375	CASELLA WASTE MANAGEMENT	10/01/21	EPD OCT TRASH/RECYCLE 3220909	110-5-41-13-400.000 Contracted Services	145.91	36714	10/29/21
23525	CLARK'S TRUCK CENTER INC	06/29/21	repairs to trk 106 67582	110-5-40-12-430.000 R&M Vehicles & Equipment	316.10	36720	10/29/21
23525	CLARK'S TRUCK CENTER INC	10/06/21	repairs to truck 106 67629	110-5-40-12-430.000 R&M Vehicles & Equipment	455.18	36720	10/29/21
23525	CLARK'S TRUCK CENTER INC	10/12/21	repairs to truck 104 68007	110-5-40-12-430.000 R&M Vehicles & Equipment	1260.56	36720	10/29/21
23525	CLARK'S TRUCK CENTER INC	10/14/21	credit for repairs trk 10 68061	110-5-40-12-430.000 R&M Vehicles & Equipment	-771.28	36720	10/29/21
04940	COMCAST	10/17/21	Internet/cable 81 10/24-1 0109571 1021	110-5-41-10-530.000 Communications	224.80	36724	10/29/21
04940	COMCAST	10/14/21	SH Internet November 0116220 1121	110-5-30-11-530.000 Communications	149.95	36725	10/29/21
04940	COMCAST	10/19/21	Internet 2 Lincoln 10/26- 0136343 1021	110-5-41-10-900.000 Transfer btwn Town/Villag	163.39	36726	10/29/21

10/29/21

Town of Essex / Village of EJ Accounts Payable

Page 2 of 7

01:06 pm

Check Warrant Report # 17922 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/29/21 To 10/29/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
19330	CONSOLIDATED COMMUNICATIO	10/21/21	EPD POTS LINES 18092442680	110-5-41-13-530.000 Communications	253.39	36727	10/29/21
19330	CONSOLIDATED COMMUNICATIO	10/18/21	Phone svc EFL 9/18-10/17/ 8793727 1021	110-5-41-13-530.000 Communications	156.54	36728	10/29/21
08565	CREATIVE DISCOURSE GROUP	08/31/21	Essex BEST LOA 2 of 3 1003	110-5-11-10-330.000 Professional Services	2612.60	36730	10/29/21
08565	CREATIVE DISCOURSE GROUP	08/31/21	Essex BEST LOA 2 of 3 1003	110-5-10-10-330.000 Professional Services	3920.40	36730	10/29/21
28560	DZANKO DZEMAIL & SUVADA	10/22/21	Refund of Tax Credit 1029170001	110-2-00-00-200.002 Overpayments Payable	1258.16	36735	10/29/21
32845	EAGLE POINT GUN	10/18/21	AMMO-PD ALLOWANCE 155244	110-5-20-10-612.000 Uniforms	1674.00	36736	10/29/21
32845	EAGLE POINT GUN	10/18/21	AMMO-PD ALLOWANCE 155244	110-5-20-10-500.000 Training, Conf, Dues	4296.00	36736	10/29/21
25410	FIRST NATIONAL BANK OMAHA	10/20/21	Room - VT Clerks Conf 6416 1021	110-5-12-10-580.000 Travel	137.50	36744	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc Various locatio 10100690	110-5-41-10-530.000 Communications	1201.84	36745	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc Various locatio 10100690	110-5-41-13-530.000 Communications	1042.13	36745	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc PWO 9/15-10/14/ 10100691	110-5-41-14-530.000 Communications	194.91	36745	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc hgw complex 9/ 10100692	110-5-41-10-530.000 Communications	82.88	36745	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc hgw complex 9/ 10100692	110-5-41-12-530.000 Communications	61.40	36745	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc hgw complex 9/ 10100692	110-5-41-13-530.000 Communications	64.07	36745	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc hgw complex 9/ 10100692	110-5-41-16-530.000 Communications	14.61	36745	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc Mem Hall 9/15-1 10100697	110-5-41-17-530.000 Communications	96.70	36745	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc hgw 9/15-10/14 10100796	110-5-41-15-530.000 Communications	83.23	36745	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc Pow Museum 9/15 10100910	110-5-41-18-530.000 Communications	39.68	36745	10/29/21
16000	FISHER AUTO PARTS	10/21/21	Lucas Red N Tacky Grease, 293352369	110-5-20-10-430.000 R&M Vehicles & Equipment	15.58	36746	10/29/21
14595	FOLEY SERVICES INC	10/19/21	CARPET RUNNERS 1395530	110-5-41-13-400.000 Contracted Services	50.15	36747	10/29/21
07000	GALLS INC	09/27/21	UNIFORM PANTS 19377882	110-5-20-10-612.000 Uniforms	155.42	36748	10/29/21
07000	GALLS INC	10/13/21	UNIFORM PANTS 19510676	110-5-20-10-612.000 Uniforms	310.84	36748	10/29/21
07000	GALLS INC	10/21/21	UNIFORM TRAFFIC VEST 19575494	110-5-20-10-612.000 Uniforms	57.99	36748	10/29/21
07000	GALLS INC	10/22/21	UNIFORM EQUIPMENT 19587729	110-5-20-10-612.000 Uniforms	263.79	36748	10/29/21
07010	GREEN MOUNTAIN POWER CORP	10/15/21	street lights 1015SHRSL152	110-5-40-12-622.200 Streetlight Electricity	25.93	36752	10/29/21

10/29/21

Town of Essex / Village of EJ Accounts Payable

Page 3 of 7

01:06 pm

Check Warrant Report # 17922 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/29/21 To 10/29/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
07010	GREEN MOUNTAIN POWER CORP	10/15/21 street lights	110-5-40-12-622.200	117.05	36755	10/29/21
		1021EHMSL	Streetlight Electricity			
07010	GREEN MOUNTAIN POWER CORP	10/08/21 SH Power September	110-5-41-16-622.000	651.61	36756	10/29/21
		1021SHRR	Electricity			
07010	GREEN MOUNTAIN POWER CORP	10/15/21 street lights	110-5-40-12-622.200	40.77	36757	10/29/21
		1021SHRSL	Streetlight Electricity			
07010	GREEN MOUNTAIN POWER CORP	10/15/21 street lights	110-5-40-12-622.200	32.29	36757	10/29/21
		1021SHRSLA	Streetlight Electricity			
07010	GREEN MOUNTAIN POWER CORP	10/15/21 pole and conduit rental	110-5-40-12-622.200	22.50	36758	10/29/21
		516731	Streetlight Electricity			
23595	HAMMOND ELECTRIC INC	10/20/21 Fire Dept lights	110-5-41-12-431.000	3036.25	36759	10/29/21
		9906JH	R&M Buildings & Grounds			
28255	JOHN LEO & SONS INC	10/08/21 Car 12 repairs	110-5-20-10-430.000	384.50	36761	10/29/21
		133540	R&M Vehicles & Equipment			
25740	L&D SAFETY MARKING CORP	10/15/21 line striping in Town	110-5-40-12-572.000	755.58	36763	10/29/21
		07849124552	Traffic Control			
08645	LOWES BUSINESS ACCT/SYNCB	10/06/21 Canister at Prairie - She	110-5-30-12-610.000	222.35	36766	10/29/21
		01960A	General Supplies			
08645	LOWES BUSINESS ACCT/SYNCB	10/07/21 paint for traffic control	110-5-40-12-610.000	88.24	36766	10/29/21
		02227	General Supplies			
08645	LOWES BUSINESS ACCT/SYNCB	10/01/21 supplies for PW office	110-5-41-14-431.000	67.40	36766	10/29/21
		09935	R&M Buildings & Grounds			
08645	LOWES BUSINESS ACCT/SYNCB	09/24/21 Hockey Rink Supplies	110-5-30-12-431.000	88.36	36766	10/29/21
		12494A	R&M Buildings & Grounds			
08645	LOWES BUSINESS ACCT/SYNCB	10/06/21 WET/DRY VAC FILTERS	110-5-20-10-430.000	27.32	36766	10/29/21
		23158	R&M Vehicles & Equipment			
27840	MADISON NATIONAL LIFE INS	10/01/21 Payroll Transfer	110-2-00-00-210.005	21.57	36767	10/29/21
		PR-10/01/21	Misc Deductions Payable			
27840	MADISON NATIONAL LIFE INS	10/08/21 Payroll Transfer	110-2-00-00-210.005	21.57	36767	10/29/21
		PR-10/08/21	Misc Deductions Payable			
27840	MADISON NATIONAL LIFE INS	10/15/21 Payroll Transfer	110-2-00-00-210.005	21.57	36767	10/29/21
		PR-10/15/21	Misc Deductions Payable			
23445	MATTHEW BENDER & CO., INC	10/11/21 VT STATS ANNO T13 21 SUPP	110-5-20-10-500.000	76.08	36769	10/29/21
		27725154	Training, Conf, Dues			
23445	MATTHEW BENDER & CO., INC	10/11/21 VT STATS ANNO T17 21 SUP	110-5-20-10-500.000	41.94	36769	10/29/21
		27725162	Training, Conf, Dues			
23445	MATTHEW BENDER & CO., INC	10/11/21 VT STATS T18 21 SUPP	110-5-20-10-500.000	41.94	36769	10/29/21
		27725170	Training, Conf, Dues			
26920	MAYVILLE DARBY	10/27/21 10/19 Joint Meeting	110-5-11-10-330.000	135.14	36770	10/29/21
		21	Professional Services			
14585	MUNICIPAL EMERGENCY SERVI	10/08/21 SCBA ANNUAL TESTING	110-5-25-10-750.000	1836.32	36773	10/29/21
		IN1630398	Machinery & Equipment			
10220	NEW ENGLAND AIR SYSTEMS L	10/15/21 HEAT PUMP REPAIR	110-5-41-13-431.000	223.00	36775	10/29/21
		178820	R&M Buildings & Grounds			
29535	NEW YORK LIFE INS. CO.	10/01/21 Payroll Transfer	110-2-00-00-210.005	15.00	36776	10/29/21
		PR-10/01/21	Misc Deductions Payable			
29535	NEW YORK LIFE INS. CO.	10/08/21 Payroll Transfer	110-2-00-00-210.005	15.00	36776	10/29/21
		PR-10/08/21	Misc Deductions Payable			
29535	NEW YORK LIFE INS. CO.	10/15/21 Payroll Transfer	110-2-00-00-210.005	15.00	36776	10/29/21
		PR-10/15/21	Misc Deductions Payable			

10/29/21

Town of Essex / Village of EJ Accounts Payable

Page 4 of 7

01:06 pm

Check Warrant Report # 17922 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/29/21 To 10/29/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
29535	10/22/21	NEW YORK LIFE INS. CO. Payroll Transfer PR-10/22/21	110-2-00-00-210.005 Misc Deductions Payable	15.00	36776	10/29/21
41525	10/18/21	O'LEARY-BURKE CIVIL ASSOC additional items complete 22602	110-5-40-12-330.000 Professional Services	237.50	36777	10/29/21
41950	09/28/21	OCCUPATIONAL HEALTH CENTE Employment physical - Joe 1207219497	110-5-40-12-500.000 Training, Conf, Dues	111.00	36778	10/29/21
27950	10/26/21	PETE'S TIRE BARNS INC Tires for Dan G's Town wo 039567	110-5-40-12-430.001 R&M Vehicles - Supplies	765.00	36781	10/29/21
09350	10/19/21	PURITY CHEMICALS INC degreaser and hand wipes INV31305	110-5-40-12-430.001 R&M Vehicles - Supplies	574.00	36785	10/29/21
37430	10/14/21	R R CHARLEBOIS INC steps for trk #123 IE06557	110-5-40-12-430.001 R&M Vehicles - Supplies	486.61	36786	10/29/21
24325	10/21/21	RADIO NORTH GROUP INC antenna and connectors Gr 24143557	110-5-40-12-530.000 Communications	63.00	36787	10/29/21
24325	10/22/21	RADIO NORTH GROUP INC cable for grader 216 24143562	110-5-40-12-530.000 Communications	19.00	36787	10/29/21
28030	10/20/21	ROUTE 15 AUTOMOTIVE SERVI CK HEAT/COOLANT 131171	110-5-20-10-430.000 R&M Vehicles & Equipment	25.00	36791	10/29/21
28030	10/20/21	ROUTE 15 AUTOMOTIVE SERVI VSI/LIGHT BULB 131172	110-5-20-10-430.000 R&M Vehicles & Equipment	75.00	36791	10/29/21
03180	10/14/21	SAFETY SYSTEMS OF VT LLC repair to main controller 21106	110-5-41-11-431.000 R&M Buildings & Grounds	485.95	36793	10/29/21
42565	10/20/21	SEVEN DAYS Legal Ad-PC 215620	110-5-16-10-540.000 Advertising	68.64	36797	10/29/21
42565	10/27/21	SEVEN DAYS Legal Ad-PC 215788	110-5-16-10-540.000 Advertising	82.16	36797	10/29/21
12145	10/27/21	SHRED-EX Paper Shredding PD 21002	110-5-20-10-330.000 Professional Services	50.00	36798	10/29/21
04525	10/22/21	STANTEC CONSULTING SVC IN Osgood Hill Rd Catella Rd 1847384	110-5-40-13-330.000 Professional Services	6103.48	36799	10/29/21
04525	10/22/21	STANTEC CONSULTING SVC IN Osgood Hill Rd Catella Rd 1847385	110-5-40-13-330.000 Professional Services	5284.75	36799	10/29/21
04525	10/22/21	STANTEC CONSULTING SVC IN Osgood Hill Rd Catella Rd 1847386	110-5-40-13-330.000 Professional Services	5284.75	36799	10/29/21
28455	10/14/21	UNITED CONSTRUCTION & FOR cutting edges for loader 9146722	110-5-40-12-430.001 R&M Vehicles - Supplies	856.66	36804	10/29/21
28455	10/26/21	UNITED CONSTRUCTION & FOR grease for turntable on n 9163220	110-5-40-12-430.001 R&M Vehicles - Supplies	57.50	36804	10/29/21
36130	10/18/21	VERIZON WIRELESS CELL PHONE SERVICE PD 9890870498	110-5-41-10-530.000 Communications	152.67	36805	10/29/21
36130	10/18/21	VERIZON WIRELESS CELL PHONE SERVICE PD 9890870498	110-5-20-10-432.000 R&M Technology	720.20	36805	10/29/21
36130	10/18/21	VERIZON WIRELESS CELL PHONE SERVICE PD 9890870498	110-5-20-10-530.000 Communications	206.57	36805	10/29/21
36130	10/18/21	VERIZON WIRELESS CELL PHONE SERVICE PD 9890870498	110-5-25-10-611.000 Small Tools and Equipment	240.06	36805	10/29/21
36130	10/18/21	VERIZON WIRELESS CELL PHONE SERVICE PD 9890870498	110-5-40-12-570.000 Other Purchased Services	281.97	36805	10/29/21
36130	10/18/21	VERIZON WIRELESS CELL PHONE SERVICE PD 9890870498	110-5-40-13-570.000 Other Purchased Services	40.01	36805	10/29/21

10/29/21

Town of Essex / Village of EJ Accounts Payable

Page 5 of 7

01:06 pm

Check Warrant Report # 17922 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/29/21 To 10/29/21 & Fund 1

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
36130	10/18/21	VERIZON WIRELESS CELL PHONE SERVICE PD 9890870498	110-5-18-10-530.000 Communications	40.39	36805	10/29/21
36130	10/18/21	VERIZON WIRELESS CELL PHONE SERVICE PD 9890870498	110-5-30-12-530.000 Communications	40.39	36805	10/29/21
36130	10/18/21	VERIZON WIRELESS CELL PHONE SERVICE PD 9890870498	110-5-30-10-530.000 Communications	40.39	36805	10/29/21
22040	10/07/21	VT DEPT OF MOTOR VEHICLES balance due for replaceme DMV606327	110-5-40-13-510.000 Permits, Licenses, Reg	2.00	36808	10/29/21
29825	10/22/21	VT GAS SYSTEMS EPD NATURAL GAS 2202281 1021	110-5-41-13-621.000 Natural Gas/Heating	177.03	36809	10/29/21
27030	10/29/21	VT OFFICE OF CHILD SUPPOR Payroll Transfer PR-10/29/21	110-2-00-00-210.005 Misc Deductions Payable	311.54	36810	10/29/21
09005	10/29/21	ICMA - 457 (PLAN 302056) Payroll Transfer PR-10/29/21	110-2-00-00-210.005 Misc Deductions Payable	4154.49	10260393	10/29/21
14545	10/29/21	ICMA-RC (PLAN 705508) Payroll Transfer PR-10/29/21	110-2-00-00-210.005 Misc Deductions Payable	483.13	10260394	10/29/21
23055	10/29/21	ICMA - 401 (PLAN 10904 Payroll Transfer PR-10/29/21	110-2-00-00-210.004 Retirement Payable	1050.42	10260395	10/29/21
23040	10/01/21	AFSCME COUNCIL 93 Payroll Transfer PR-10/01/21	110-2-00-00-210.005 Misc Deductions Payable	254.00	10260396	10/29/21
23040	10/08/21	AFSCME COUNCIL 93 Payroll Transfer PR-10/08/21	110-2-00-00-210.005 Misc Deductions Payable	254.00	10260396	10/29/21
23040	10/15/21	AFSCME COUNCIL 93 Payroll Transfer PR-10/15/21	110-2-00-00-210.005 Misc Deductions Payable	254.00	10260396	10/29/21
23040	10/22/21	AFSCME COUNCIL 93 Payroll Transfer PR-10/22/21	110-2-00-00-210.005 Misc Deductions Payable	254.00	10260396	10/29/21
23040	10/29/21	AFSCME COUNCIL 93 Payroll Transfer PR-10/29/21	110-2-00-00-210.005 Misc Deductions Payable	254.00	10260396	10/29/21
23025	10/01/21	ESSEX POLICE EMPLOYEES AS Payroll Transfer PR-10/01/21	110-2-00-00-210.005 Misc Deductions Payable	324.00	10260397	10/29/21
23025	10/08/21	ESSEX POLICE EMPLOYEES AS Payroll Transfer PR-10/08/21	110-2-00-00-210.005 Misc Deductions Payable	384.00	10260397	10/29/21
23025	10/15/21	ESSEX POLICE EMPLOYEES AS Payroll Transfer PR-10/15/21	110-2-00-00-210.005 Misc Deductions Payable	336.00	10260397	10/29/21
23025	10/22/21	ESSEX POLICE EMPLOYEES AS Payroll Transfer PR-10/22/21	110-2-00-00-210.005 Misc Deductions Payable	324.00	10260397	10/29/21
23025	10/29/21	ESSEX POLICE EMPLOYEES AS Payroll Transfer PR-10/29/21	110-2-00-00-210.005 Misc Deductions Payable	324.00	10260397	10/29/21
23030	10/01/21	UNITED WAY OF CHITTENDEN Payroll Transfer PR-10/01/21	110-2-00-00-210.005 Misc Deductions Payable	29.25	10260398	10/29/21
23030	10/08/21	UNITED WAY OF CHITTENDEN Payroll Transfer PR-10/08/21	110-2-00-00-210.005 Misc Deductions Payable	29.25	10260398	10/29/21
23030	10/15/21	UNITED WAY OF CHITTENDEN Payroll Transfer PR-10/15/21	110-2-00-00-210.005 Misc Deductions Payable	29.25	10260398	10/29/21
23030	10/22/21	UNITED WAY OF CHITTENDEN Payroll Transfer PR-10/22/21	110-2-00-00-210.005 Misc Deductions Payable	29.25	10260398	10/29/21
23030	10/29/21	UNITED WAY OF CHITTENDEN Payroll Transfer PR-10/29/21	110-2-00-00-210.005 Misc Deductions Payable	29.25	10260398	10/29/21
05375	10/01/21	ESSEX JUNCTION EMPLOYEES Payroll Transfer PR-10/01/21	110-2-00-00-210.005 Misc Deductions Payable	36.00	10280016	10/29/21

10/29/21

Town of Essex / Village of EJ Accounts Payable

Page 6 of 7

01:06 pm

Check Warrant Report # 17922 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/29/21 To 10/29/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
05375	ESSEX JUNCTION EMPLOYEES	10/08/21	Payroll Transfer PR-10/08/21	110-2-00-00-210.005 Misc Deductions Payable	36.00	10280016	10/29/21
05375	ESSEX JUNCTION EMPLOYEES	10/15/21	Payroll Transfer PR-10/15/21	110-2-00-00-210.005 Misc Deductions Payable	36.00	10280016	10/29/21
05375	ESSEX JUNCTION EMPLOYEES	10/22/21	Payroll Transfer PR-10/22/21	110-2-00-00-210.005 Misc Deductions Payable	36.00	10280016	10/29/21
05375	ESSEX JUNCTION EMPLOYEES	10/29/21	Payroll Transfer PR-10/29/21	110-2-00-00-210.005 Misc Deductions Payable	36.00	10280016	10/29/21
V1161	ICMA RETIREMENT TRUST-401	10/29/21	Payroll Transfer PR-10/29/21	110-2-00-00-210.004 Retirement Payable	2587.34	10280395	10/29/21
V1160	ICMA RETIREMENT TRUST-457	10/29/21	Payroll Transfer PR-10/29/21	110-2-00-00-210.004 Retirement Payable	2620.47	10280396	10/29/21
17425	ICMA ROTH PLAN 706287	10/29/21	Payroll Transfer PR-10/29/21	110-2-00-00-210.004 Retirement Payable	25.00	10280398	10/29/21
V2337	UNITED WAY OF CHITTENDEN	10/01/21	Payroll Transfer PR-10/01/21	110-2-00-00-210.005 Misc Deductions Payable	16.00	10290017	10/29/21
V2337	UNITED WAY OF CHITTENDEN	10/08/21	Payroll Transfer PR-10/08/21	110-2-00-00-210.005 Misc Deductions Payable	16.00	10290017	10/29/21
V2337	UNITED WAY OF CHITTENDEN	10/15/21	Payroll Transfer PR-10/15/21	110-2-00-00-210.005 Misc Deductions Payable	16.00	10290017	10/29/21
V2337	UNITED WAY OF CHITTENDEN	10/22/21	Payroll Transfer PR-10/22/21	110-2-00-00-210.005 Misc Deductions Payable	16.00	10290017	10/29/21
V2337	UNITED WAY OF CHITTENDEN	10/29/21	Payroll Transfer PR-10/29/21	110-2-00-00-210.005 Misc Deductions Payable	16.00	10290017	10/29/21
05390	FAMILY SUPPORT REGISTRY	10/29/21	Payroll Transfer PR-10/29/21	110-2-00-00-210.010 Judgements Payable	69.23	21102901	10/29/21
21385	HEALTH EQUITY	10/29/21	Payroll Transfer PR-10/29/21	110-2-00-00-210.009 HSA Payable HE	159.50	21102902	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc Various locatio 10100690	122-5-22-10-530.000 Communications	1.11	36745	10/29/21
36130	VERIZON WIRELESS	10/18/21	CELL PHONE SERVICE PD 9890870498	122-5-22-10-530.000 Communications	201.95	36805	10/29/21
41765	BROOK FIELD SERVICE LLC	10/21/21	Alder Lane P Stn-Annual C C0009546AA	151-5-51-30-570.000 Other Purchased Services	1512.00	36709	10/29/21
41765	BROOK FIELD SERVICE LLC	10/21/21	Alderbrook P.Stn Contract C0009547AA	151-5-51-30-570.000 Other Purchased Services	2587.00	36710	10/29/21
23435	CHAMPLAIN WATER DISTRICT	09/30/21	water consumption Septemb 093021D	151-5-51-20-411.000 CWD Water Purchase	53960.68	36717	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc Various locatio 10100690	151-5-51-30-530.000 Communications	653.83	36745	10/29/21
19005	FIRSTLIGHT FIBER	10/15/21	Phone svc hgw complex 9/ 10100692	151-5-51-10-530.000 Communications	55.75	36745	10/29/21
04035	GOT THAT RENTAL & SALES I	10/26/21	supplies - water/sewer 92714	151-5-51-10-612.000 Uniforms	16.99	36750	10/29/21
04035	GOT THAT RENTAL & SALES I	10/26/21	supplies - water/sewer 92714	151-5-51-20-433.000 R&M Infrastructure	36.32	36750	10/29/21
36130	VERIZON WIRELESS	10/18/21	CELL PHONE SERVICE PD 9890870498	151-5-51-10-530.000 Communications	40.01	36805	10/29/21
19815	AMAZON CAPITAL SERVICES	10/20/21	Halloween Event Supplies 1DFC4TLCPCV6	159-5-30-20-610.000 General Supplies	62.93	36700	10/29/21

10/29/21

Town of Essex / Village of EJ Accounts Payable

Page 7 of 7

01:06 pm

Check Warrant Report # 17922 Current Prior Next FY Invoices For Fund (GENERAL FUND)

sfitzGerald

For Check Acct 01 (GENERAL FUND) All check #s 10/29/21 To 10/29/21 & Fund 1

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
19815	AMAZON CAPITAL SERVICES	10/20/21	Halloween Event Supplies 1JL14QH9QTJF	159-5-30-20-610.000 General Supplies	233.89	36700	10/29/21
19815	AMAZON CAPITAL SERVICES	10/22/21	Halloween Event Supplies 1XL7CNGPM7	159-5-30-20-610.000 General Supplies	183.12	36700	10/29/21
11260	GOLD STAR DOG TRAINING	10/18/21	Dog Training Programs 55	159-5-30-14-835.000 Program Instructor Fees	2832.80	36749	10/29/21
35460	KEVIN SMITH'S SPORTS CONN	10/13/21	Field Hockey Shirts 275353	159-5-30-14-835.000 Program Instructor Fees	516.00	36762	10/29/21
22020	MAZZA PAUL	10/25/21	Event Pumpkins 92171	159-5-30-20-610.000 General Supplies	3000.00	36771	10/29/21
17565	PARVANOV DRAGOMIR	10/12/21	Soccer Sparks Sept Oct 101221D	159-5-30-14-835.000 Program Instructor Fees	1920.00	36780	10/29/21
36130	VERIZON WIRELESS	10/18/21	CELL PHONE SERVICE PD 9890870498	159-5-30-14-530.000 Communications	40.39	36805	10/29/21
Report Total					136274.12		

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 \$ ***136,274.12
Let this be your order for the payments of these amounts.

Memorandum

To: Essex Selectboard; Evan Teich, Unified Manager
From: Community Development Department
Date: October 26, 2021
Subject: Botur Kosimi Resignation from Economic Development Commission

Issue & Discussion

In an e-mail on September 16, 2021 Botur Kosimi informed the Economic Development Commission and Community Development staff of his resignation from the Committee due to lack of time to be an effective contributor.

There are currently 2 vacancies on the Economic Development Commission.

Cost

This memo is simply for informational purposes.

Recommendation

This memo is simply for informational purposes.

Memorandum

TO: Evan Teich, Manager and the Selectboard
FROM: Dennis Lutz, P.E., Public Works Director
DATE: October 21, 2021
SUBJECT : Essex Landfill Certification (INFORMATION)

The Town, with assistance from Stantec Consulting Engineers, has successfully removed the closed Town landfill from under a Court-ordered closure to Certification under the Agency of Natural Resources. This has been a long process that has finally been concluded.

A copy of the Certification is attached and it is valid for ten years through June 30, 2031. Site monitoring has been reduced from twice annually to once annually and this should reduce some of the testing costs associated with the certification requirements.

It is not recommended that the landfill budget proposed for FYE2023 be reduced based upon this information. There are stored recycled products on site, such as broken concrete sidewalk slabs and road pavement, which need to be crushed for reuse by the Town. The quantity of this material is such that a crusher needs to be brought to the site and costs expended to make this material usable. The product produced by crushing provides a high-quality, valuable material for many road projects.

Vermont Agency of Natural Resources
Department of Environmental Conservation
Solid Waste Management Program

SOLID WASTE MANAGEMENT FACILITY CERTIFICATION

FACILITY OPERATOR (PERMITTEE): Town of Essex

LANDOWNER (PERMITTEE): Town of Essex
81 Main Street
Essex, VT 05452

PROJECT IDENTIFICATION NUMBER: EJ93-0006

SOLID WASTE FACILITY ID NUMBER: CH210

FACILITY LOCATION: 218 Colchester Road
Essex, Vermont

FACILITY PURPOSE:

Performance of planned maintenance activities and appropriate environmental monitoring ("post-closure care") of a non-operational, lined landfill ("Facility") located in Essex, Vermont.

APPLICATION REVIEW:

The application for Certification was received by the Solid Waste Management Program ("Program") on April 9, 2021. It was reviewed in accordance with the Solid Waste Management Act, 10 V.S.A. §6601 et seq., and with the Solid Waste Management Rules, effective October 31, 2020 ("Rules"). The Application is on file at the Program office in Montpelier, Vermont and in the Town Clerk's office in Essex, Vermont.

CERTIFICATION PERIOD: Date of Signature to June 30, 2031

FINDINGS

- A. The Facility is located adjacent to the Essex Transfer Station, at 218 Colchester Road, Essex, at N 44° 31' 10.55" and W -73° 11' 58.25".
- B. The Facility underwent final closure in 1993 with construction of a geosynthetic capping system.
- C. The groundwater beneath the Facility is designated as Class III groundwater, pursuant to Section 12-503 of the Vermont Groundwater Rule and Strategy ("Groundwater Rules").
- D. Groundwater and surface water monitoring has occurred on the landfill property on a semi-annual basis since 1993. Samples have been collected from seven groundwater monitoring wells, the facility's drilled well water supply, and four surface water monitoring locations.
- E. As of the most recent monitoring report, detections of dissolved metals are at low concentrations, all reported below applicable Groundwater Enforcement Standards or Preventive Action Limits, if applicable. Historic detections of volatile organic compounds (VOCs) are rarely reported in monitoring wells. As of the most recent monitoring report, only one VOC was detected in one groundwater monitoring well.

The water supply for the facility is not being used as potable water. Concentrations of sodium and chloride are elevated in the water supply, possibly due to road salt.

Of the four surface water sampling locations, only W-2 is presenting impacts from the landfill, with low levels of VOCs being detected. None of the VOC concentrations exceed Vermont Water Quality Standards.

Per- and polyfluoroalkyl substances (PFAS) sampling was performed in 2018 at one monitoring well, MW-5S, and the facility water supply, in 2018. The five regulated PFAS compounds were not detected.

- F. On August 2, 2021, the application for recertification was determined to be administratively complete.
- G. The Permittee submitted evidence that the Town of Essex has a line item in the annual budget for post-closure care expenses of the landfill.
- H. On March 26, 2021, the Permittee sent a notice of the application to all adjacent residences and landowners.
- I. On August 31, 2021, the notice of the draft certification was posted to the Environmental Notice Bulletin pursuant to the requirements of Sections 6-601(c)(3) of the Rules. The comment period ended on September 30, 2021. Comments were only received from the Permittee, and those resulted in minor revisions to the final certification.

CONDITIONS FOR FACILITY POST-CLOSURE CARE

1. The Permittee shall perform post-closure care of the Facility in accordance with the terms of this Certification and with the applicable provisions of State law, including the Vermont Solid Waste Management Rules. Compliance with this certification does not relieve the Permittee from complying with all applicable local, State, and federal laws.
2. The following documents (“Application”) are hereby incorporated by reference in this certification:
 - Solid Waste Management Facility Certification Application Essex, Vermont, dated April 5, 2021, and prepared by Stantec Consulting Services, Inc.
 - Solid Waste Management Facility Certification Application Essex, Vermont – Revision 1, dated August 23, 2021, and prepared by Stantec Consulting Services, Inc.

Additions or alterations to the Application document referenced above must be approved by the Agency prior to implementation. Material or substantial additions or alterations which justify the application of requirements different or absent from the Certification may be cause for modification or amendment of this Certification.

3. The Permittee shall annually appropriate funds to undertake post-closure care of the Facility pursuant to the terms of this Certification and any post-closure care plans approved by the Program. Periodic documentation of financial capability shall be submitted in accordance with §6-803 of the Rules.

COMPLIANCE SCHEDULE

4. By June 30, 2022, and yearly thereafter, the Permittee shall adjust the post-closure cost estimates for inflation in accordance with §6-806 of the Rules.

MONITORING REQUIREMENTS

8. During the month of June of each certification year, the Permittee shall retain a qualified professional to perform groundwater monitoring. Groundwater samples shall be collected from monitoring wells MW-7, W-1, P-1, P-3, B-2, MW-5S, MW-5D and B-2). All samples shall be analyzed in accordance with Section 1.5.2.1, Groundwater Monitoring, in the revised Application. Quality assurance procedures shall include the use of a trip blank and collection of an equipment blank and duplicate sample.

9. During the month of June of each certification year, the Permittee shall retain a qualified professional to perform surface water quality monitoring. Surface water samples shall be collected from locations WQ-1, WQ-2, WQ-3, and WQ-4. All samples shall be analyzed in accordance with 1.5.2.2, Surface Water Monitoring, in the revised Application. Samples shall not be filtered in the field.
10. In the event that any of the monitoring wells referenced in Condition 8 above are in need of repair, destroyed or rendered unusable, the Permittee shall repair or replace said monitoring wells(s) in accordance with the Agency's guidelines for monitoring well installation, or a comparable design prior to the next scheduled sampling date. Within 10 days of the repairs, the Permittee shall submit documentation to the Program indicating when and what type of repairs or replacements were made.
11. During the month of June of each certification year, the Permittee shall retain a qualified environmental professional to perform an annual evaluation of the facility. At a minimum this evaluation shall evaluate the integrity of the landfill cover system, erosion control measures, drainage systems and gas control systems.

Reporting Requirements

12. Within 60 days after the dates of sampling, required by Conditions 9 and 10 above, the Permittee shall:
 - a. For all groundwater samples, submit to the Program current and historic water quality results, tabulated by sampling location through time, and an evaluation by a qualified professional of water quality trends. This tabulation shall highlight concentrations of substances which exceed the current Vermont Groundwater Enforcement Standards.
 - b. For all surface water samples, submit to the Program current and historic water quality results, tabulated by sampling location through time, and an evaluation by a qualified professional of water quality trends. This tabulation shall highlight concentrations of substances which exceed the current Water Quality Criteria of the Vermont Water Quality Standards.
 - c. Submit a report on the annual evaluation of the facility addressing all components evaluated by Condition 11.

GENERAL CONDITIONS

13. The Permittee shall maintain the facility in accordance with Section 1.5.2 Post-Closure Plan, of the Application.

14. In the event that the Secretary determines that corrective action is necessary to prevent or remedy damage to the public health and safety or to the environment, the Secretary reserves the right to require corrective action and a demonstration of financial responsibility for corrective action, in accordance with §6-708 of the Rules.
15. This Certification does not convey any property rights of any sort or any exclusive privilege, nor does it authorize any injury to private property or any invasion of personal rights.
16. This Certification is not alienable, transferable, or assignable.
17. The Permittee shall allow Agency personnel access to the Facility at any reasonable time to perform site inspections or other activities pursuant to 10 V.S.A. §6609 as may be required to ensure compliance with this Certification, applicable statutes, and the Rules.
18. This Certification supersedes any and all previous authorizations or certifications issued by the Solid Waste Management Program to the Permittee concerning the operation of the Facility pursuant to 10 V.S.A. §6605 or 10 V.S.A. §6605b.

APPEALS

Any person aggrieved by this certification or permit may appeal to the Superior Court – Environmental Division within 30 days of the issuance of this permit in accordance with 10 V.S.A. Chapter 220 and the Vermont Rules Environmental Court Proceedings. If this certification or permit relates to a renewable energy plant for which a certificate of public good is required under 30 V.S.A. §248, any appeal must be filed within 30 days of the issuance with the Vermont Public Service Board in accordance with Board rules.

The Secretary's issuance of this Certification for the operation of this facility relies upon the data, judgment and other information supplied by the Permittee(s), the hired professional consultants and other experts who have participated in the preparation of the Application.

The Secretary makes no assurances that the facility certified herein will meet the performance objectives of the Permittee(s) and no warranties or guarantees are given or implied.

The Program staff has reviewed the Application and has found that it conforms to current technical standards. It is recommended that the foregoing findings be made and this Certification be issued for the operation of the facility described here in.

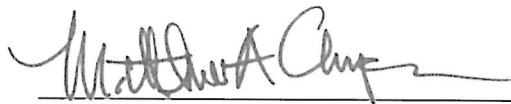
I do affirmatively make the findings as recommend by the staff of the Program and approve the issuance of this Certification.

I do affirmatively make the findings as recommended by the staff of the Department and approve the issuance of this Certification.

Dated this 11th day of October 2021 at Montpelier, Vermont.

Peter Walke, Commissioner
Department of Environmental Conservation

By:



Matt Chapman, Director
Waste Management & Prevention Division

Memorandum

TO: Evan Teich, Manager and the Selectboard
Aaron Martin, PE, Operations Director
Dan Roberge, Highway Superintendent
FROM: Dennis Lutz, P.E., Public Works Director
DATE: 19 October 2021
SUBJECT: Winter Salt (INFORMATION)

The Town has recently received a contract for winter salt from our primary vendor. The price quoted was \$73/ton for regular salt and \$81/ton for treated, low temperature salt. These quotes are higher than last year by about 3.5% but lower than budgeted. The budget is based on \$78/ton for regular salt and \$83/ton for treated salt.

Based on the budget and quoted bids, the following quantities should be used for planning purposes this winter:

Tons of regular salt: 1582 tons

Tons of treated salt: 269 tons

I have contracted for an estimated 1600 tons of regular salt and 250 tons of treated salt for this winter. The contract does not guarantee this usage but provides the vendor with an estimate of the Town's needs for the winter.

I still have a lingering concern over transportation and ready availability of winter supplies, although the vendors do not anticipate a problem. We should reorder needed supplies as soon as shed space is available and on a continuous basis.

MEETING SCHEDULES

10/27/2021

TOWN SELECTBOARD MEETINGS		VILLAGE TRUSTEES MEETINGS	JOINT MEETINGS
			
Meeting Date/Time	Meeting/Location	Recording Secretary	
November 1, 2021—6:30 PM	SB Regular	Amy	
November 4, 2021—8:30 AM	VB Special—All Day Budget Workshop	Darby	
November 9, 2021—8:00 AM	SB Special—All Day Budget Workshop	Darby	
November 9, 2021—6:30 PM	VB Regular	Amy	
November 15, 2021—6:30 PM	SB Regular	Darby	
November 22, 2021—6:30 PM	JB Special—81 Main	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—81 Main	Darby	
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	Darby	
January 25, 2022—6:30 PM	VB Regular	Cathy	
February 7, 2022—6:30 PM	SB Regular	Darby	
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	Darby	
February 28, 2022—7:30 PM	Town Informational Hearing	Darby	
March 7, 2022—6:30 PM	SB Regular	Darby	
March 8, 2022—6:30 PM	VB Regular		
March 21, 2022—6:30 PM	SB Regular	Darby	
March 22, 2022—6:30 PM	VB Regular	Cathy	
April 4, 2022—6:30 PM	SB Regular	Darby	
April 6, 2022—7:00 PM	Village Informational Hearing	Cathy	

April 13, 2022—6:30 PM	VB Regular	
------------------------	------------	--