Town of Essex Selectboard
Phone: (802) 878-1341
Email: manager@essex.org
www.essexvt.org

REGULAR MEETING AGENDA

Monday, December 6, 2021 – 6:30 pm
81 Main St., Essex Junction, VT 05452

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.
- **JOIN CONFERENCE CALL**: (*audio only*): (802) 377-3784 | Conference ID: 394 904 528#

1. **CALL TO ORDER** [6:30 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **APPROVE AGENDA**
4. **PUBLIC TO BE HEARD**
   a. Comments from Public on Items Not on Agenda
5. **BUSINESS ITEMS**
   a. Presentation from and discussion with Town Meeting TV
   b. Presentation from and discussion with Essex Rescue about fiscal year 2023 budget request
   c. Update and potential action on speed VT Route 128 speed study
   d. Work session on fiscal year 2023 budget
   e. Potential action to warn public hearing for fiscal year 2023 budget
   f. Discussion about potential action in response to Vermont Legislature meeting about municipal mask mandates
   g. Consider request to amend the Town Charter with a recall provision
   h. *Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction
   i. **Discussion and potential action to hire Town Manager
   j. ***Discussion about grievance
6. **CONSENT ITEMS**
   a. Consider approval of Error & Omission at 14 Freeman Woods
   b. Consider approval of Resilient Urban Forests for All Grant
   c. Approve minutes: November 22, 2021 (Joint)
   d. Check Warrants: #17926—11/12/2021; #17928—11/19/2021; #17930—12/03/2021
7. **READING FILE**
   a. Board member comments
   b. Memo from Dennis Lutz re: Update on capital plan
   c. Upcoming meeting schedule
8. **EXECUTIVE SESSION**
   a. *An executive session may be needed 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 the employment of public employees
c. ***An executive session is anticipated to discuss a grievance

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: _____ 12/03/2021

November 17, 2021

MEMO TO: The Town of Essex Selectboard and Evan Teich, Unified Manager
FROM: Meghan O'Rourke, Channel Director, morourke@cctv.org
RE: Town Meeting TV FY21 Update and FY22/Town FY23 Budget Request

Town Meeting TV submits this report in advance of our visit with the Town of Essex. The purpose of the presentation is to brief the selectboard on Town Meeting TV operations, to advise the members on funding requirements for Town Meeting TVs continued coverage, and to request an annual contribution and/or increased production funding for Town Meeting TV.

Introduction: Town Meeting Television was launched by its member communities in September 1990. Town Meeting TV is operated by CCTV Center for Media & Democracy on behalf of the Chittenden County Government Access Channel Trust.

We are still in need of a new Trustee to represent the Town of Essex. We welcome your input on who you would appoint to this position.

Between 10/1/20 and 9/30/21, Town Meeting TV produced and supported 1126 programs for our member communities, 445 were categorized as municipal meetings.

During the period of 10/1/2020 - 9/30/2021 **Town Meeting TV live streamed, recorded, produced, and archived 49 Selectboard, Planning Cmsn and Joint Board meetings for the Town of Essex, as well as Essex election programs, legislative updates, and municipal updates,** in addition to general community coverage. Town Meeting TV studios and internships remain open to all community members. The **49** programs represent **136%** of the production allotted to Essex, 3 meetings/month, by the Trustees contract and indicate a possible need for increased production services.

We are requesting an FY23 Town of Essex municipal contribution of $12,600 to help meet expected revenue shortfalls from declining cable contributions. This is outlined in the 5 year projection chart below.

In addition, we are offering municipalities the opportunity to add meeting coverage by CCTV productions at the municipal rate. The current value for meeting production, including pre-production, field production, post-production, and archiving is estimated to be 7 hours per meeting at the municipal rate of $95/hour or $665 per meeting. 12 additional meetings in a year would cost the Town approximately $8550

Municipal Funding Request: In FY22, the Town of Essex's contribution is part of the municipal supplement to the Town Meeting TV annual budget. We have projected that Town Meeting TV's municipal members will contribute $93,000 to support operations, or 15% of the operating revenue, toward streaming, airing, marketing, distributing and archiving. In addition, municipalities may opt to add additional meeting coverage at the current municipal production rate of $95/hour.

In FY21, the Trustees opted to level fund most municipalities in the face of economic uncertainties due to Covid. See below for the chart of projected municipal support requests. For FY22 (municipal FY23 budget year), the Trustees request that you consider a 5% increase.

PROJECTIONS	**FY19 (7/19)**	**FY20 (7/20)**	**FY21 (7/21)**	**FY22 (7/22)**	**FY23 (8/23)**	**FY24 (8/24)**	**FY25 (8/25)**	
		50%	**0%**	**5%**	**5%**	**5%**	**5%**	**5 years**
Burlington	$12,000	$24,000	$24,000	$25,200	$26,460	$27,783	$29,172	$156,615
South Burlington	$10,000	$20,000	$20,000	$21,000	$22,050	$23,152	$24,310	$130,512
Winooski	$6,000	*$7,000*	*$8,000*	*$9,000*	*$10,000*	*$11,000*	*$12,000*	$57,000
Essex	$6,000	$12,000	$12,000	$12,600	$13,230	$13,891	$14,586	$78,307
Essex Jct	$6,000	$12,000	$12,000	$12,600	$13,230	$13,891	$14,586	$78,307
Williston	$6,000	$12,000	$12,000	$12,600	$13,230	$13,891	$14,586	$78,307
Increase	**$46,000**	**$87,000**	**$88,000**	**$93,000**	**$98,200**	**$103,610**	**$109,240**	**$579,050**

Town Meeting TV FY21 Report

Town Meeting TV supports public officials who seek to engage their constituents in the work of local government. We connect community members to local government so they are able to take action on community and public issues.

Revenue Sources: A percentage of each cable subscriber bill is set aside for public, educational, and government (PEG) access throughout Vermont. This is based on federal requirements and Vermont Public Utility Commission regulation.

Town Meeting TV is funded, in large part, by the cable subscribers of Comcast and Burlington Telecom. In addition to their requirement to set aside channels and "cable capacity", regional cable subscribers are assessed 5% of their bills for PEG operating and 1.5% for capital costs. This revenue, locally, is shared by Town Meeting Television and The Media Factory.

In Town Meeting TV's FY22 Budget, approved by the municipal Trustees, cable revenue accounts for 84% of the FY22 budget revenue, estimated to be $658K, detailed in the budget narrative, below.

Services: With your partnership, Town Meeting TV produces, live streams, records, titles, distributes and archives gavel-to-gavel coverage of municipal meetings, regional events, and educational programs designed to help open the doors of local government, civic life, and promote public awareness and participation.

Town Meeting TV is part of a network of community access media centers that provide an essential community service that has expanded to meet the needs of remote participation in public meetings, public health communications, more extensive election coverage, and community producer requests for services.

Between 10/1/20 and 9/30/21, Town Meeting TV produced and supported 1126 programs, 445 were categorized as municipal meetings.

During this year our services included:

- **Live streaming of gavel-to-gavel coverage of municipal and regional meetings** in Burlington, South Burlington, Winooski, Essex, Essex Junction, Williston and Colchester. These meetings are streamed live, aired on TV, and

archived. Town Meeting TV content is available on Comcast channel 1087, BT channel 217 and 17, BT channel 317, online at ch17.tv (with clickable agendas) and at youtube.com/TownMeetingTV (with transcripts.) The pandemic saw increased community and civic participation through online means, and Town Meeting TV continues to work with communities to make that experience productive while retaining high video and audio quality for TV distribution and archiving.

- **Hybrid Meeting planning and support** and development continues.We have learned a lot about community participation these last couple of years. We are using hybrid meeting systems that we have built for some municipalities that will allow for continued remote participation in local government into the next year and beyond. We anticipate continued technical growth in the coming years to support wider civic participation in community meetings and decision making events. Town Meeting TV is working to grow technical capacity to support these changes while maintaining a high quality video and audio experience for TV, online and archival viewers.

- **Redundant and reliable archiving** of community based video content, including meetings and public events is a unique service of Town Meeting TV. This content is available on YouTube and also searchable at www.cctv.org a/k/a ch17.tv. In addition to the preservation of current video content, Town Meeting TV staff continues to digitize the VHS and DVD catalog to make it publicly available. We have extended the offer to municipalities to archive additional remote meeting content produced during the 'pandemic year.'

- **In-depth election programming** - Town Meeting TV produces dozens of televised local forums featuring all candidates, municipal budgets and ballot presentations during Town Meeting, Primary and General elections. Town Meeting TV also partners with state level organizations such as AARP, League of Women Voters and media outlets such as VTDigger.org to bring election information to a wider audience. Town Meeting TV believes that creating a forum for local community members to participate in the electoral process is a key service to our municipalities. In many cases, Town Meeting TV is the only venue reporting on the details of local municipal elections.

- **Community based programs** produced with local constituents and about public issues of interest to our wider community are produced at Town

Meeting TV Studios and in the field. Democracy begins in dialogue. Community access TV is the site of many interesting and provocative conversations. From shows on addiction recovery and prevention, education reform, national politics, local issues, the Town Meeting TV studio (both in person and online) provides citizens a space to express and workshop ideas with their community.

- **Marketing and Outreach** to support community growth and local democracy. Opening the doors to democracy means connecting community members in a nonpartisan manner, to a variety of ideas and content. Our marketing efforts include supporting internships and experimentation with various tools and platforms for expanding our reach. We excerpt and share meeting highlights such as Mayor or councilor updates, connect local journalists to source material, and help the public make sense of the content that is recorded and archived by the Town Meeting TV field crew.

- **Media Education** for school groups (e.g., CCV, UVM, Champlain, local high schools) is a crucial part of the Town Meeting TV civic work. Helping students understand what is behind the creation of media and engaging them with local civic leaders through internships and volunteering are foundation to the work of community media. Not only are we developing the next generation of field producers and editors, but we are also introducing young people to how local government functions and why it is important.

- **Website Updating in the next year.** Town Meeting TV continues to run a website that was state of the art in 2005. The website is home to more than 50,000 pieces of archival content that will need to be redressed and rehomed in the next year. The process is a huge undertaking that we have been anticipating and scaffolding for the past few years. Our hope that is by early 2023 Town Meeting TV content will be available on a new platform and that municipalities will be able to more easily embed municipal content on their own home pages.

- **Town Meeting TV (Channel 17) Comcast Relocation & Branding:** In May of 2020, Town Meeting TV (Channel17) moved on the Comcast dial from channel 17 to channel 1087. You may need to reprogram your remote! Municipal content can now be found on a variety of places - the cable channel, the website, through the youtube channel and our marketing efforts

include sharing municipal content through various social media channels to connect and inform people on the workings of local government.

- **Legal and Advocacy Matters:** The Town Meeting TV Trustees advocate for public access to cable TV and using media to open the doors of local government. In this last legislative year, Town Meeting TV has worked closely with its colleagues in the Vermont Access Network (VAN) to advocate for the replacement of declining cable revenue. During the year, the Legislature recognized our work as an "essential service" of the COVID period, awarded CRF funds to subsidize COVID related communications and funded a comprehensive study (The PEG Study) to assess what authority the state has to restructure how PEG is funded. This work leads us to a short term statewide legislative request for FY23 of $900K. The legislators will look to the municipalities to support this proposal, and we are happy to discuss this in more detail with you.

Town Meeting TV cable channels reach 25-30,000 cable subscribers within Chittenden County. The archive of all content is available at Ch17.tv. Applicable content is distributed statewide as well as nationwide. The **Town Meeting TV website** averages about 1000 hits per month, and the Town Meeting TV youtube channel maintains about 2,800 subscribers. People watch meetings and events, share them, and most importantly report that they can find them when needed.

Thank you for your support. We are happy to respond to any questions, comments, and are always open to ways that we can serve you better. The Town Meeting TV Budget Narrative for FY22 follows.

Town Meeting TV/ Town Meeting Television
BUDGET NARRATIVE FY22 - DRAFT
October 1, 2021 – September 30, 2022

OVERVIEW
Town Meeting TV is largely and historically funded by cable company revenue to support the recording, titling and airing of community content on a cable channel. Over the years that mission has grown while cable revenue has begun to decline. In addition to an estimated 1-5% decline in cable revenues, the cost of the work, as well as the expectations of the community have grown disproportional to the revenue source. Over the last three years municipal contributions have increased, fundraising to support the work and advocacy to find other ways to keep expanding the pathways for opening the doors to local democracy.

Town Meeting TV revenue is estimated at **$658,122**. Town Meeting TV expenses are projected to be **$699,063**. We recommend using **$41K** from the Town Meeting TV reserve funds to address the shortfall.

REVENUE SUMMARY FY22 revenue is estimated at **$658,122**. The majority of Town Meeting TV revenue continues to come from cable company contributions. This revenue continues to decline as expenses and expectations continue to grow.

REVENUE EXPENSE SUMMARY:
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a. **Cable Revenue $549,500**
   - **Comcast** estimated revenue is projected to be **$382K (down $18K from FY21)** for operating and **$138K** for capital. It should be noted that in our recent contract renewal Comcast agreed to a .01%increase in our Capital Budget allocation.
   - **Burlington Telecom's** total contribution is estimated to be **$29.5K** for operating and capital in FY22 (down from **$31.3K** in FY21).

b. **Municipal revenue $103,000** in FY21 remained flat in anticipation of municipal budget shortfalls due to the pandemic. In FY22 we will resume the requested 5% increases. Winooski's contribution will continue to increase by 1k/ year until they are at parity with other communities. In addition, municipalities are offered the opportunity to purchase more meeting and event coverage through CCTV at a reduced municipal rate.
   - **Burlington $25,200** in contributions $15K in production contributions
   - **South Burlington $21K** in contributions

- **Winooski $9k** in contributions
- **Williston $12,600** in contributions
- **Essex $12,600** in contributions
- **Essex Junction $12,600** in contributions

c. **Interest/ Capital Gains** is estimated to be **$2,500+/-**.

EXPENSE SUMMARY FY22 expenses are projected to be **$699,063.** Town Meeting TV Total Operating Expense is estimated to be **$583,590.** We expect **Capital Expenses** to be **$115,473.** Those expenses are detailed below.

OPERATING EXPENSE SUMMARY:

a. **CCTV Base Contract** totals **$554,140.** The CCTV base-line services include **8 FTE staff labor for Administration**, **Field Production, Studio Management, Administration, Post Production, and Marketing**. This contract represents a net **-$68K** -financial loss to CCTV. These expenses are to be made up through CCTV Development activities. **CCTV base contract** highlights:

Wages and Benefits total $457,285: This includes payroll, comprehensive benefits, unemployment and workers compensation Insurance, payroll taxes for **8FTE**.

Non-Wage Costs: $96,855 highlights:

- **Site Costs**: Rent, Utilities, Offsite Storage: **$47,240** (includes 3.4% rent increase + CAM%).
- **Communications** (Cell, Local, Long Distance, Postage, Internet): **$3100**
- **Office Expenses** (Copying, Printing, Supplies)**: $437**
- **Meals/Travel:** Local Travel, Long Distance Travel, Conferences**: $6000**
  Allows for 7 staff to attend a regional training or conference.
- **Professional Development:** Includes training dues and expenses, conference, need for staff development in anticipation of leadership transitions. **Total: $14,938**
- **Subcontracting support: $8950 election programming talent, additional marketing support, consulting services.**
- **CCTV Management & Overhead: $95.5K**

b. **Trustees Expenses $29,450** highlights:

- **Legal**: **$3500** - If needed for Contract renewal.
- **Investment Fees: $750**
- **Accounting Services**: **$4,500**

- **Audit**: **$8000**
- **Advertising: $5000 -** Pass through of Comcast funds.
- **Directors Insurance**: **$1500**
- **Advocacy Contributions/ Membership**: **$6,200,** (VAN, Alliance for Community Media)

CAPITAL EXPENSE SUMMARY:

Town Meeting TV's annual Capital budget is based on priority areas recommended by Staff and approved by the Trustees. The FY22 Capital recommendations, estimated to be **$115,473** include hardware, supplies and contractors. Town Meeting TV continues to contract with third party technical services (Clearbearing) to monitor and support our technical operations, including at the Tech Core, shared with the Media Factory in the South End. This is the largest item in our capital budget and it ensures ongoing seamless support for our technical infrastructure and archival assets.

The second largest capital outlay will be the continued work on the backend and front end upgrade of our web hub in order to improve the user experience and internal management of our video workflow.

c. **Capital Equipment Total: $33,302** Estimated equipment costs largely reflect the annual replacement of cameras, computers and equipment due to extended use. This includes:
   - **Production $20,612:** Purchase of additional field production and public use camera kit, support of hybrid meeting infrastructure, and equipment for live titling in the field.
   - **Post Production $3,450:** Editing Workstation, archival support
   - **Office $2000:** Replacement staff computers
   - **IT/ Network/ Tech Core Equipment: $3840**: Cold storage of files, hardware investments in tech core.

d. **Capital Support Total: $82,171** Capital Support constitutes the bulk of the capital budget, as most technical solutions are software and consultant supported. The FY22 budget includes:
   - **Tech Core Charges $6,180**
   - **Web Development: $10K**
   - **Repair and Maintenance: $10,650** Includes Tech Support and projects.
   - **Service Contracts: $34,800** Tech Core Rental, Clearbearing Assistance and new Phone Lease.
   - **Technical Equipment Needs: $5,290**
   - **Dues and Subscriptions: $12,231** for interactive program guide (Gracenote), Adobe Creative Cloud, podcast subscriptions, Slack, Dropbox to improve remote workflow systems

ESSEX RESCUE, INC.
1 Educational Drive
Essex Junction, VT 05452
Phone (802) 878-4859

October 18, 2021

Evan Teich
Town of Essex
2 Lincoln Street
Essex Junction, Vermont 05452

Mr. Teich,

With tremendous pride, Essex Rescue responds to requests for emergency medical services in the Essex community. During all times of the day and regardless of weather conditions, our volunteer and paid EMT and paramedic members respond quickly to the sick and injured to deliver basic and advanced life support. Essex Rescue takes great care to ensure that the members of your community receive safe, efficient and appropriate pre-hospital emergency medical services. Regular training and expert consultation with emergency medicine physicians at the University of Vermont Medical Center, ensures that when a request for emergency medical services is received, Essex Rescue stands ready to deliver this essential public health service.

The Essex Rescue leadership team is committed to delivering excellent pre-hospital care while at the same time practicing fiscal responsibility. For many years now, Essex Rescue has made minimal subsidy increase requests and only requesting what is needed to maintain our current standards of operations. As our requests for service increases, equipment and supply costs rise, decreasing insurance reimbursement rates, as well as the need to hire more paid staff to reliably operate a second ambulance during peak call times, we are requesting a tiered increase in our municipal contribution over the next four years. Essex Rescue's municipal contribution requests have reliably fallen below the per-capita rate of surrounding services, making our organization the second lowest in the state per capita rate. Our organization must financially align ourselves with other like services in our region as to continue to meet the rise in emergency requests of our communities.

For fiscal year 2023, Essex Rescue is requesting from Essex $ 241,046. For the first of a four-year increase, the basis for our funding request is a per capita rate of $10.91.

On behalf of all the members and staff of Essex Rescue, we are grateful for your continued financial support of our service. We look forward to serving your community and delivering the very best in pre-hospital emergency medical care.

Thank you,

Colleen M. Nesto
Executive Director / Paramedic
Essex Rescue, Inc.

Essex Rescue, Inc

COLLEEN NESTO, NRP

EXECUTIVE DIRECTOR

“There is no power for change greater than a community discovering what it cares about.”

-MARGARET J. WHEATLEY

Objectives

- Organizational Profile
- Our Structure
- Our Vision
- Services Provided
- Organizational Evolution
- Call Volume Stats
- Sustainability
- Performance Strategy
- Organizational Needs
- Impact Cost
- Municipal Contribution



Did you know?

- Founded in July of 1971 by a group of ski patrollers
- Members put their own homes up as collateral to fund the organizations start
- Members invested in addition landlines within their home and took turns answering emergency calls
- 34 founding members
- Funded the service through community donations and organized campaigns like the Essex Rescue Super-Party



Our Structure

Board of Directors

President: Karen Danaher

Vice President: Doug Babcock

Secretary: Cameron Zagursky

Treasurer: Peter Mutolo

Members at Large:

Angelina Kuzina

Jean Ashe

Michael O'Keefe

Leadership Team

Executive Director: Colleen Nesto

Deputy Executive Director: Maureen Hoague

Career Staff:

Sean McCann

Shelby Evans

Natalie Hewitt

Caitlin Douglass

Alex Rogers

Michelle Franklin

Courtney Newman

Volunteers: 36

Our Vision

Continue promoting a primarily volunteer workforce within our combination department.

Continue to develop exceptional healthcare leaders through our dedication to training and solid mentorship.

Continue to grow proportionately with the communities we serve in effort of ensuring rapid and safe delivery of care, which will be provided ethically, proficiently, and to our greatest ability within the pre-hospital setting.



Local EMS Infrastructure

Transporting ambulance agency – Essex Rescue

- Provide 911, Emergency Ambulance service at Basic Life Support (BLS) and Advanced Life Support (ALS) levels
- Provide support to neighboring service areas as additional levels of care (ALS / Paramedic)
- Provide standby coverage at pre-scheduled community recreational events
- Work collaboratively with first response agencies to deliver quality patient care

First Response agency - Municipal fire department-based programs

- Provide initial BLS or ALS patient care until the transporting ambulance arrives

Mutual Aid – Network of neighboring ambulance services

- Provide 911, Emergency response and transport when primary ambulances are on other calls
- Close resemblance of service (available care can range from BLS / ALS / Paramedic)

Partners – Law Enforcement, Fire Departments (Non-EMS needs)

- Provide specialized service when incident needs fall outside the capabilities of EMS

Services Provided

- 24/7 ambulance coverage
- Paramedic, highest level of care within the pre-hospital setting
- Paramedic Intercepts to surrounding communities
- File of Life Cards
- Annual Subscription Plan
- Public Education: CPR Center, Stop-the-Bleed
- Participants in School Safety Committee
- Standby coverage for community recreation events
- Equipped and trained to respond to active-threat situations
- Evidentiary Blood Draws for Essex Police

Table 7. Medications Administered and Treatment Use		Scope of Practice by EMS Licensure Level		
Medication Name	Treatment For	EMT	AEMT	Paramedic
Adenosine	Rapid heart rhythm			√
Amiodarone	Lethal heart rhythm			√
Aspirin	Heart attack	√*	√	√
Atropine	Slow heart rhythm			√
Dextrose	Low blood glucose	√	√	√
Diltiazem	Rapid heart rhythm			√
DuoNeb	Respiratory emergency		√	√
Epinephrine 1:1,000	Allergic reaction or anaphylaxis	√	√	√
Epinephrine 1:10,000	Cardiac arrest		√	√
Fentanyl	Pain management			√
Ketamine	Pain / Agitation control			√
Magnesium Sulfate	Respiratory emergency and seizures related to pregnancy			√
Morphine	Pain management			√
Midazolam	Seizures or agitation control			√
Naloxone	Opioid overdose	√	√	√
Nitroglycerin	Heart attack	√*	√	√
Nitrous oxide	Pain management		√	√
Normal saline	Volume depletion or low blood pressure		√	√
Ondansetron	Vomiting		√	√
Oxygen	Low oxygen	√	√	√
Tetracaine Solution	Eye pain			√

√ - Within the scope of practice as defined by Vermont Emergency Medical Services
* - Can assist the patient with taking their own prescribed medication

Organization Evolution

- Completely volunteer operated (Roster 70+)
- Early 2000's
- Hired first (2) employees and call volume near 1,200
- Revenue sources: subscription program, donations, billing for transports
- 2002 - call volume near 1,700
- 2006 - began taking occasional overflow of calls with our second ambulance utilizing off-duty volunteers from home
- 2010 - Call volume approaching 2000



Today

- 8 - Full-time staff and 6 part-time staff
- 50 - Volunteers
- 3 - Fully stocked ambulances
- 1 - Response SUV

In 2020 there were 2,400+ requests for service

Needs continue to rise



Most Common Calls by Year

2019

Call Type	Number
Fall(s)	262
Sick Person	185
Breathing Problem	183
MVC / Traffic	155
Chest Pain	127
Medical Alarms	126
Traumatic Injury	105
Convulsion / Seizure	98
Psychiatric Problem / Suicide Attempt	95
Unconscious / Fainting / Near-Fainting	92

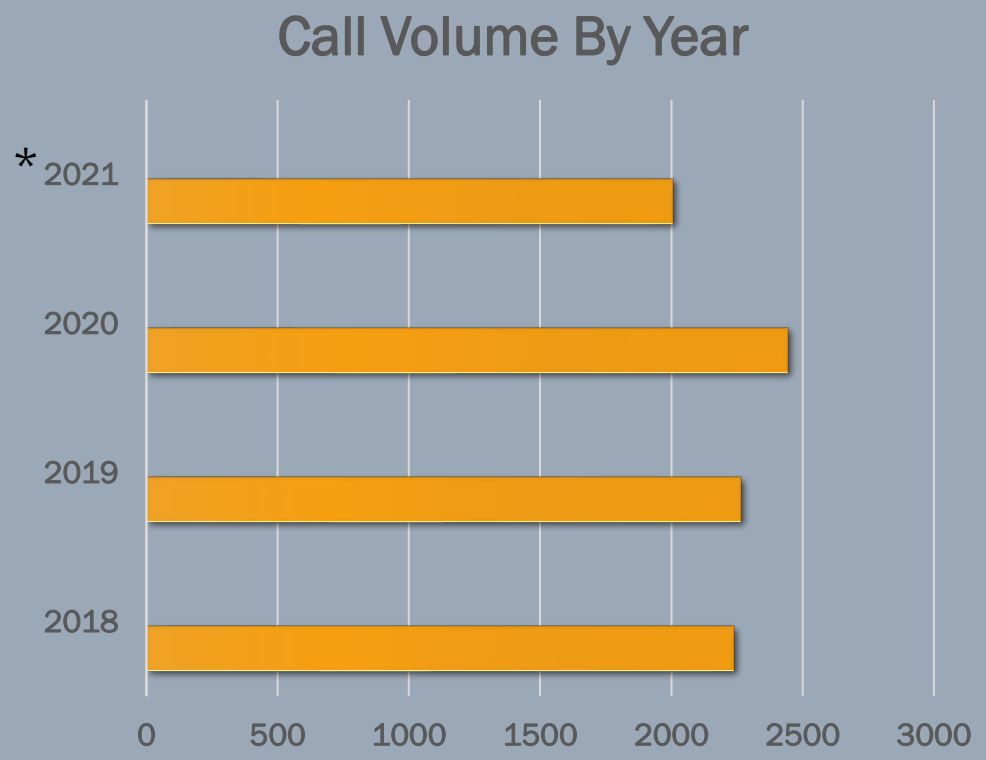
2020

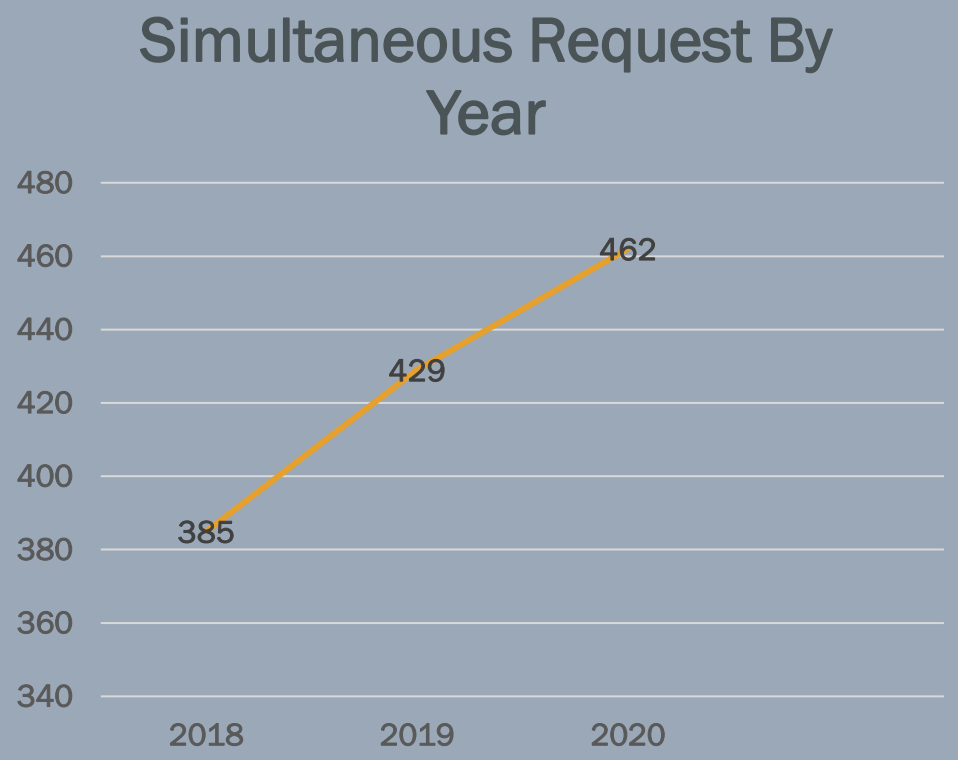
Call Type	Number
Fall(s)	284
Breathing Problem	196
Chest Pain	173
Sick Person	168
No Other Appropriate Choice	142
Medical Alarm	140
MVC / Traffic	129
Psychiatric Problem / Suicide Attempt	121
Life Assist Only	119
Unconscious / Fainting / Near-Fainting	95

2021

Call Type	Number
Fall(s)	293
Breathing Problem	171
Chest Pain	135
Sick Person	132
No Other Appropriate Choice	121
Medical Alarm	100
Psychiatric Problem / Suicide Attempt	98
MVC / Traffic	97
Pain not otherwise specified	93
Person Down	86

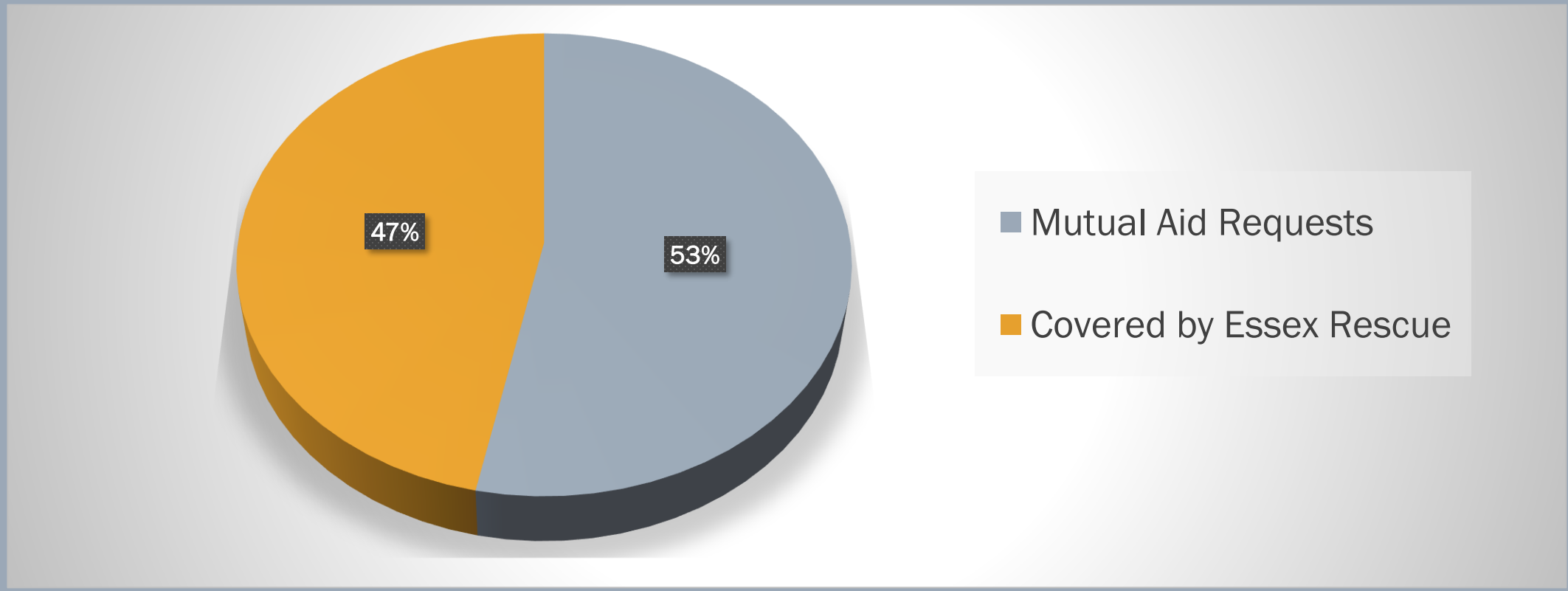
Request For Service





*2021 is Essex Rescue's call volume as of September 30, 2021

Simultaneous Request Data



Factors increasing the request for an ambulance

Rapid community population growth

- Many multi-residential buildings
- Many elderly care facilities (2 which support memory impaired individuals)
- State funded programs for mental health/substance abuse recovery within the community
- Multiple healthcare / doctor / dentistry offices

Society in crisis

- Mental health, addiction, lack of social service support
- Less access to affordable healthcare
- No access/difficult access to appropriate transportation



Global EMS Sustainability Crisis

- Non-essential asset, limited to no government funding
- ⬇ in healthcare reimbursement for services provided by EMS
- ⬇ in volunteerism nationally
- ⬇ in pre-hospital healthcare professional wanting to do the job
- Global problem affecting many states
- VT EMS is currently working to improve awareness with Vermont's State Government



Organizational Needs

- More healthcare providers to meet the community's growing needs
- More staff to retain our volunteers
- More core volunteers with long-term commitment interests
- An additional ambulance during peak time
- Funding to support municipal growth



Financial Impact of Needs

Predicted Budget Impact for 2021-2022

- Payroll is 52.28% of our annual budget
- Inflation and anticipated COLA increase of 5.99%
- Payroll and benefits to cover (3) additional employees = $ -232,905 deficit
- Unable to predict collected revenue for taking the additional calls which we missed previously

Funding Alternatives Considered

- Other areas of our budget to cut
- New revenue sources: grants, increase subscription cost, increase billing rates
- Proposed the idea of impact fees for developers to municipal governments

Vermont Municipal Subsidy

State Range

- Lowest $2.50 per capita
- Highest $ 55.97 per capita

Neighboring Services

- $17.33 per capita
- $17.69 per capita

Proposed Subsidy Step Increase		
Years	Per Capita	Total Contribution
Current / FY 2022	$3.87	$106,255
FY 2023	$10.91	$366,598
FY 2024	$13.23	$444,554
FY 2025	$16.00	$537,632
FY 2026	$17.85	$599,796

The next 50 years…

- We need a new building because of our expanding personnel and fleet
- Current building situated in a flood plain
- We are engaged in a capital campaign to fund this building project
- No funds from our operational budget are being used to fund this project
- The budget increase solely for the purpose of covering operational costs to ensure the same level of service and volunteerism
- Again, no operational funds will be diverted towards this building project



Questions…

Are there services, needs, requests that the town has, or your constituents have, that we should be considering?

ESSEX RESCUE, INC.
General Operations Information
2021

General Info

- Non-Profit
- Combination workforce (paid/volunteer)
- 139 square miles of coverage area
- Call volume has steady increase
    - 2018- 2,238
    - 2019- 2,265
    - 2020- 2,442
    - 2021- 2,146 (as of 10/19/2021, total projected this year 2,691)
- Call Volume by town
    - Essex Town
        - 2018 – 918 calls
        - 2019 – 908 calls
        - 2020 – 969 calls
    - Essex Junction
        - 2018 – 852 calls
        - 2019 – 891 calls
        - 2020 – 947 calls
- One ambulance staffed 24/7/365
- Starting to staff an additional ambulance 12 hours a day during peak call times (Monday -Friday)
- Staffing:
    - 9 Full-time Career Staff, 5 Part-time staff
    - 45volunteers, down from 60 in 2020
    - Decrease in volunteerism nationwide
    - Turnover 20% of volunteer workforce annually
    - Additional ambulance required the hiring of 3 additional staff

Annual Budget

- Our annual budget is ~ $1,300,000
- Annual average expense for workers compensation $45,000
- Medicaid Assessment Tax $27,000
- Annual salary expenses $655,357
- Annual training expenses $33,325
- Medical supply cost $45,350
- EXPECTED budget deficit of -$232,905 (FYE22)

Reimbursement

- Private Insurance / Self-Pay $375,216.95
- Medicaid $105,298.43
- Medicare $367,013.59

- Subscription Income $110,000
- Municipal Subsides $106,255

Fiscal Stability

- No loans, bonds, or liens in order to operate
- Budgeted capital expenses in advance of purchase
- Capital reserve fund maintained to ensure ability to operate with unexpected expenses / revenue shortfalls

FYE 21/22 ESSEX RESCUE BUDGET

as of April 9, 2020	*21-22 Budget*
Income	
Total 700 · Donations & Subsidies	112,505
Total 710 · Transport Revenue	794,228
716 · Dividend Income	1,000
Total 725 · Other Revenue	3,000
Total 730 · Subscriptions Revenue	110,000
Total Revenue	1,020,733
Gross Revenue	1,020,733
Expenses	
Total 1000 · Payroll	655,357
Total 1700 · Employee Benefits	39,383
Total 2020 · Communications	13,620
2030 · Travel	2,000
2050 · Dues & Subscriptions	5,500
Total 2060 · Utilities	14,150
Total 2068 · Computer Support/Hardware	3,000
Total 2070 · General Administration	46,750
Total 2080 · Maintenance -Rigs, Radio, Misc	21,500
Total 2090 · Contractual / Insurances	176,368
Total 2100 · Training & Education	33,325
Total 2110 · Awards / Recognition (Member)	13,600
Total 3020 · Uniforms	9,400
3040 · Fuel	11,000

FYE 21/22 ESSEX RESCUE BUDGET

as of April 9, 2020

	21-22 Budget
Total 3070 · Other Commodities	21,700
Total 3090 · Medical Equipment / Supplies	45,350
Total 4020 · Building & Grounds	26,000
Total 5000 · Miscellaneous Expense	2,000
Total 7000 · Capital Reserves	113,635

Total Expense	1,253,638
Net Income/Revenue	-232,905

Memorandum

TO: Evan Teich, Manager and the Selectboard
FROM: Dennis Lutz, PE, Public Works Director
Aaron Martin, PE, Public Works Director of Operations
Ron Hoague, Chief of Police
DATE: 22 November 2021
SUBJECT: Staff Input to the Selectboard regarding a speed reduction request for VT Route 128

ISSUE: The issue is whether or not the Selectboard will support the petition requesting a speed limit reduction on a section of VT Route 128 and request that the State conduct an engineering and speed study.

DISCUSSION: Staff obtained speed and accident data in the area requested for a reduction in speed and conducted a review of field conditions. Based upon this work, staff recommends that the Selectboard support the requested petition and forward the attached letter and supporting documentation to VTRANS.

RECOMMENDATION: It is requested that the Selectboard approve the staff recommendation and forward the request for a speed and safety study on a section of Vermont Route 128 to VTRANS.

TOWN OF ESSEX
VERMONT

81 MAIN STREET, ESSEX JUNCTION, VERMONT 05452
Fax: 878-1353 • **E-mail:** manager@essex.org • **Website:** www.essex.org

December 6, 2021

Ian Degutis, P.E., P.T.O.E.
Traffic Operations Engineer
Vermont Agency of Transportation
219 North Main Street
Barre, VT 05641

Dear Mr. Degutis,

The Selectboard of the Town of Essex requests that an engineering speed and safety study be conducted by VTRANS on a portion of Vermont Route 128 between Irene Ave and a location approximately five hundred feet north of Weed Road. The current speed in this zone is 50 mph with a segment within the zone set at an advisory speed of twenty-five mph.

On the basis of a petition presented to the Selectboard by area residents, Town staff obtained accident information and collected speed data at two locations – at the south end of the area and at the north. The northern data supports a reduction in speed to forty mph. This information is provided in support of this request.

This area has frequent accidents mostly caused by excessive speed and/or distracted drivers. There is poor sight distance at the sharp curve including driveway sight distance. The Weed Road intersection is also at the sharp curve within this zone.

Besides a reduction in the speed limit, the Selectboard requests that additional changes be investigated to improve safety. These include but are not limited to:

1) Updated and better signage , such as lit or more reflected chevrons on the curve
2) Increased clearing of vegetation during the growing season on the west side bank within the VTRANS Right of Way
3) Updated and improved lighting for the advance curve sign on the northern approach

The Town is also of the opinion that the intersection would benefit from added overhead lighting. A request will be submitted shortly to GMP to add another overhead light on the west side pole on the curve, pole number 35.5 (234 X-1).

It should be noted that a study was conducted in 2003 by VRANS based upon a request from the Town. The request was denied at that time. Almost 20 years have passed since that study and in the opinion of the Selectboard and the public, the situation needs to be re-evaluated.

We look forward to hearing from you relative to this request.

Sincerely,

Andy J. Watts, Chair
Selectboard

CC: District 5 VTRANS

Memorandum

TO: For the Record
FROM: Annie Costandi, P.E., Director of Stormwater Operations/Staff Engineer
DATE: November 5, 2021
SUBJECT: Vermont Route 128 Speed Study Summary

Due to ongoing complaints from residents regarding the speed on VT Route 128 (Browns River Road), Public Works staff set up a radar traffic counter to conduct a speed study.

The radar was set up in 2 locations on VT Route 128. A brief description, map location, and the results are provided below for each site.

VT Route 128 Site 1: The radar was set up on a utility pole across from the turnaround located in the lowlands of the farm fields at 76 Browns River Road from October 20th until October 27th.



Number of Vehicles Analyzed: 30,912
Average Speed: 49 MPH
Fastest Speed: 85 MPH
Percent of Vehicles traveling faster than the posted speed limit of 50 MPH: 41.3%
85th percentile: 53.3 MPH

VT Route 128 Site 2: The radar was set up on a utility pole from October 27th until November 4th. The nearest drive is a shared driveway for 134 Browns River Road and 138 Browns River Road.



Number of Vehicles Analyzed: 33,849
Average Speed: 38 MPH
Fastest Speed: 64 MPH
Percent of Vehicles traveling faster than the posted speed limit of 25 MPH: 99%
85th percentile: 42.2 MPH

NOTE: The speed changes from 50 MPH to 25 MPH in either direction when approaching the turn by Weed Road. There are signs that notifies drivers to slow down approximately 800 feet from the turn, so the Town used 25 MPH as the posted speed limit for Site 2.



This sign is located near the drive of 148 Browns River Road. This sign is located approximately 500 feet before the location of where the radar counter was set up at Site 2.



These signs are located near the drives of 113 Browns River Road and 116 Browns River Road. The signs are located approximately 1200 feet after the location of where the radar counter was set up at site 1.

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 1
Station ID: Pole 27
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.516337
Longitude: -73.042570

10/20/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	0	0	0	1	0	9	28	85	92	19	2	0	0	236
9:00	0	0	0	1	1	6	22	96	54	14	5	0	1	200
10:00	2	1	0	0	1	7	36	86	72	21	1	1	0	228
11:00	0	0	0	3	2	7	39	78	71	18	1	0	0	219
12:00 PM	0	0	0	0	4	9	46	106	62	21	3	0	0	251
1:00	0	1	0	0	0	2	46	91	85	23	3	0	0	251
2:00	1	0	2	0	0	6	45	97	99	23	4	0	0	277
3:00	0	0	0	0	0	4	38	157	125	31	7	1	0	363
4:00	0	1	0	0	1	2	42	164	187	45	5	0	0	447
5:00	0	0	0	0	0	5	38	165	159	32	3	0	0	402
6:00	0	0	0	0	1	15	59	130	84	27	5	1	0	322
7:00	0	0	0	0	1	2	23	80	71	22	4	1	2	206
8:00	0	0	0	0	0	3	28	34	50	15	3	0	0	133
9:00	0	0	0	0	0	1	6	24	24	1	5	2	0	63
10:00	0	0	0	0	0	0	3	6	16	6	2	0	1	34
11:00	0	0	0	0	0	3	1	8	4	3	0	0	0	19
Total	3	3	2	5	11	81	500	1407	1255	321	53	6	4	3651

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 1
Station ID: Pole 27
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.516337
Longitude: -73.042570

10/21/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	1	1	1	0	0	0	3
1:00	0	0	0	0	0	0	1	3	2	1	1	0	0	8
2:00	0	0	0	0	0	0	2	4	8	2	0	0	0	16
3:00	0	0	0	0	0	0	0	1	6	1	0	0	0	8
4:00	0	0	0	0	0	1	1	7	8	4	1	0	1	23
5:00	0	0	0	0	0	2	9	48	35	16	3	1	0	114
6:00	0	0	0	0	0	2	41	119	96	23	1	0	0	282
7:00	6	2	1	4	3	7	67	169	120	18	5	2	0	404
8:00	0	0	0	0	1	8	56	143	78	13	3	0	0	302
9:00	0	0	0	0	0	7	44	107	67	12	3	1	0	241
10:00	0	0	0	0	0	10	64	96	40	5	0	0	1	216
11:00	0	0	0	1	0	5	41	108	68	18	3	0	0	244
12:00 PM	0	0	0	0	0	8	57	106	58	25	4	1	0	259
1:00	0	0	0	0	0	13	46	104	51	19	2	0	1	236
2:00	0	0	0	0	0	2	31	134	91	21	3	0	0	282
3:00	0	0	0	0	4	13	46	135	129	33	5	0	0	365
4:00	0	0	0	1	1	15	71	175	137	46	6	0	0	452
5:00	0	0	0	0	0	7	32	161	160	32	4	1	0	397
6:00	0	0	1	0	1	6	34	121	77	24	5	0	0	269
7:00	0	0	0	0	1	4	29	59	67	14	2	2	0	178
8:00	0	0	0	0	0	1	21	41	33	11	2	0	0	109
9:00	0	0	0	0	1	4	6	32	23	8	0	0	0	74
10:00	0	0	0	0	1	0	3	16	12	9	0	0	0	41
11:00	0	0	0	0	0	4	2	4	11	3	2	0	0	26
Total	6	2	2	6	13	119	704	1894	1378	359	55	8	3	4549

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 1
Station ID: Pole 27
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.516337
Longitude: -73.042570

10/22/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	1	0	2	2	1	2	0	0	8
1:00	0	0	0	0	0	0	2	2	1	4	2	1	0	12
2:00	0	0	0	0	0	0	1	5	2	2	0	0	1	11
3:00	0	0	0	0	1	0	1	5	5	1	1	1	0	15
4:00	0	0	0	0	0	3	0	8	7	2	0	0	0	20
5:00	0	0	0	0	0	4	16	53	34	9	1	0	0	117
6:00	0	0	0	0	0	15	64	112	52	7	1	0	0	251
7:00	0	0	0	1	3	22	80	200	91	15	3	2	0	417
8:00	0	0	0	0	0	8	48	125	75	14	0	1	0	271
9:00	0	3	0	0	2	7	40	95	51	21	2	0	0	221
10:00	0	0	0	0	0	6	27	71	72	15	3	0	1	195
11:00	0	0	0	0	3	3	40	99	73	26	3	1	3	251
12:00 PM	0	0	0	0	0	6	29	132	82	28	4	1	0	282
1:00	0	0	0	0	1	2	31	96	83	22	7	1	0	243
2:00	1	1	0	0	2	4	43	138	94	32	4	1	0	320
3:00	0	0	1	0	5	6	60	152	134	43	7	1	0	409
4:00	0	0	0	3	0	4	49	170	149	33	4	1	0	413
5:00	0	0	2	0	0	1	56	156	132	24	1	1	0	373
6:00	0	0	0	1	1	1	63	148	84	14	0	0	0	312
7:00	1	0	0	0	1	1	24	79	58	22	1	2	0	189
8:00	0	0	0	0	0	0	12	45	36	12	1	0	0	106
9:00	0	0	0	0	0	1	10	29	47	18	2	0	0	107
10:00	0	0	0	0	0	3	6	22	28	13	1	2	0	75
11:00	0	0	0	0	0	0	2	13	13	7	4	0	1	40
Total	2	4	3	5	19	98	704	1957	1405	385	54	16	6	4658

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 1
Station ID: Pole 27
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.516337
Longitude: -73.042570

10/23/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	4	3	13	5	0	0	0	25
1:00	0	0	0	0	0	0	3	2	6	2	1	0	0	14
2:00	0	0	0	0	0	1	3	3	3	2	0	0	0	12
3:00	0	0	0	0	0	0	0	2	0	1	0	0	0	3
4:00	0	0	0	0	0	0	2	7	5	2	0	0	0	16
5:00	0	0	0	0	0	1	7	8	12	10	2	0	1	41
6:00	0	0	0	0	0	1	11	21	28	6	2	0	0	69
7:00	0	0	0	0	1	5	12	46	44	12	0	0	0	120
8:00	0	0	0	0	0	2	16	81	66	17	3	2	0	187
9:00	0	1	0	5	0	10	43	115	101	13	6	0	0	294
10:00	0	0	0	0	0	5	36	124	92	26	3	2	1	289
11:00	1	0	0	0	0	21	44	94	112	26	4	2	1	305
12:00 PM	0	0	0	0	2	3	42	133	140	47	2	2	0	371
1:00	0	0	0	1	0	2	36	124	91	26	4	0	0	284
2:00	0	0	0	0	2	2	30	103	133	27	6	1	0	304
3:00	0	0	0	0	1	7	45	112	125	32	4	0	0	326
4:00	0	0	1	2	2	9	52	114	103	21	3	0	0	307
5:00	0	1	1	0	0	6	40	89	99	22	4	0	2	264
6:00	0	0	0	0	5	17	43	100	42	14	0	0	0	221
7:00	1	0	1	3	1	7	40	45	53	11	0	0	1	163
8:00	0	0	0	0	0	8	28	56	44	4	5	2	0	147
9:00	0	0	0	0	0	3	15	23	29	10	6	0	0	86
10:00	0	0	0	0	0	1	6	23	24	9	0	1	1	65
11:00	0	0	0	0	0	0	2	6	13	13	5	3	0	0	42
Total	2	2	3	11	14	113	564	1441	1378	350	58	12	7	3955

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 1
Station ID: Pole 27
Location 1:
Location 2:
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Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.516337
Longitude: -73.042570

10/24/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	1	1	7	3	3	2	0	0	17
1:00	0	0	0	0	0	0	1	1	1	0	0	0	0	3
2:00	0	0	0	0	0	0	0	1	1	3	0	1	0	6
3:00	0	0	0	0	0	0	1	2	1	0	0	1	0	5
4:00	1	0	0	0	0	0	1	2	3	1	0	0	0	8
5:00	0	0	0	0	0	1	7	3	16	3	1	1	0	32
6:00	0	0	1	2	0	0	9	22	13	2	0	0	0	49
7:00	0	0	0	0	0	6	9	26	21	10	1	0	0	73
8:00	0	0	0	3	0	5	23	68	44	10	3	1	0	157
9:00	0	0	0	0	0	2	24	94	73	11	7	0	0	211
10:00	2	1	0	0	1	10	31	114	81	23	2	1	0	266
11:00	2	1	0	0	1	3	46	110	81	25	8	1	0	278
12:00 PM	0	0	0	0	4	13	39	118	100	27	4	1	0	306
1:00	0	0	0	0	0	6	30	131	111	27	4	1	0	310
2:00	0	0	0	0	0	6	39	109	113	15	5	1	0	288
3:00	1	0	0	0	0	8	29	107	112	33	6	0	0	296
4:00	0	1	0	0	1	6	43	98	104	35	4	1	1	294
5:00	1	0	0	0	0	6	35	87	78	29	4	1	0	241
6:00	0	0	0	1	0	7	38	61	48	20	2	0	0	177
7:00	0	0	0	0	1	0	12	52	64	17	5	1	3	155
8:00	0	0	0	0	0	2	12	25	32	8	2	1	0	82
9:00	0	0	0	0	0	2	8	27	13	6	1	0	0	57
10:00	0	0	0	0	0	2	2	10	6	7	3	0	0	30
11:00	0	0	0	0	0	0	3	2	6	4	2	1	0	18
Total	7	3	1	6	8	86	443	1277	1125	319	66	14	4	3359

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 1
Station ID: Pole 27
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.516337
Longitude: -73.042570

10/25/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	1	0	2	0	0	0	0	3
1:00	0	0	0	0	0	0	0	3	0	1	0	0	0	4
2:00	0	0	0	0	0	0	1	2	3	1	0	0	0	7
3:00	0	0	0	0	0	0	1	0	4	2	1	0	0	8
4:00	0	0	0	0	0	0	1	11	5	0	1	0	0	18
5:00	0	0	0	0	0	1	17	50	34	8	1	0	0	111
6:00	0	0	0	0	0	6	77	122	56	8	1	1	0	271
7:00	0	0	0	0	2	10	97	190	74	13	1	1	0	388
8:00	0	0	0	1	1	8	59	143	80	12	5	1	0	310
9:00	0	0	0	3	2	11	49	110	39	14	2	0	0	230
10:00	0	0	0	0	0	8	47	72	54	11	2	1	0	195
11:00	0	0	0	0	0	8	49	62	59	16	1	0	0	195
12:00 PM	0	0	0	0	2	11	46	82	55	16	2	1	0	215
1:00	0	0	0	0	0	11	39	74	53	12	8	1	0	198
2:00	0	0	0	0	0	6	35	90	90	28	1	0	0	250
3:00	0	0	0	0	1	19	49	128	128	18	3	1	0	347
4:00	0	0	0	0	0	10	52	169	155	25	5	0	0	416
5:00	0	0	1	0	0	4	41	167	149	28	0	0	0	390
6:00	0	0	0	0	0	1	37	94	82	29	2	1	1	247
7:00	0	0	0	0	1	1	20	59	47	14	4	1	0	147
8:00	0	0	0	0	0	2	11	26	43	11	0	2	0	95
9:00	0	0	0	0	0	0	4	24	15	5	1	1	0	50
10:00	0	0	0	0	0	0	5	12	16	3	2	1	0	39
11:00	0	0	2	0	0	1	1	10	7	2	1	0	1	25
Total	0	0	3	4	9	118	739	1700	1250	277	44	13	2	4159

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 1
Station ID: Pole 27
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.516337
Longitude: -73.042570

10/26/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	3	4	0	2	0	0	9
1:00	0	0	0	0	0	2	0	1	1	2	0	0	0	6
2:00	0	0	0	0	0	0	0	3	5	4	2	0	0	14
3:00	0	0	0	0	0	1	0	5	2	1	3	0	0	12
4:00	0	0	0	0	0	2	2	9	11	5	0	0	0	29
5:00	1	0	0	0	1	0	9	37	44	18	2	0	0	112
6:00	0	0	0	0	0	4	48	141	69	11	2	0	0	275
7:00	0	0	3	6	5	24	97	172	82	16	1	1	0	407
8:00	1	0	0	0	4	6	89	112	81	12	4	0	0	309
9:00	0	0	0	1	2	11	32	106	55	12	1	1	0	221
10:00	0	0	0	0	2	6	32	62	64	9	3	1	0	179
11:00	0	0	0	0	0	8	37	86	65	12	1	0	0	209
12:00 PM	1	0	0	0	0	9	43	85	83	15	2	1	0	239
1:00	0	0	0	0	0	0	36	92	66	19	1	0	0	214
2:00	0	0	0	1	0	12	38	101	99	25	6	0	0	282
3:00	0	0	0	0	0	7	58	127	116	29	3	0	0	340
4:00	0	0	2	0	6	9	77	177	109	40	3	0	1	424
5:00	0	0	0	1	0	12	62	182	99	17	1	0	0	374
6:00	0	0	0	0	0	12	49	112	72	14	2	1	0	262
7:00	0	0	0	0	0	6	27	49	38	13	3	0	0	136
8:00	0	0	0	0	0	1	18	45	25	11	3	1	0	104
9:00	0	0	0	0	0	3	8	25	26	5	1	0	1	69
10:00	0	0	0	0	0	4	5	18	9	7	3	2	0	48
11:00	0	0	0	0	0	1	2	6	4	5	1	0	0	19
Total	3	0	5	9	20	140	769	1756	1229	302	50	8	2	4293

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 1
Station ID: Pole 27
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.516337
Longitude: -73.042570

10/27/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	1	1	1	4	0	0	0	7
1:00	0	0	0	0	0	0	1	2	1	5	1	0	0	10
2:00	0	0	0	0	0	0	0	1	5	2	1	0	0	9
3:00	0	0	0	0	0	1	0	1	2	1	1	0	1	7
4:00	0	0	0	0	0	0	0	12	12	0	1	0	0	25
5:00	0	0	0	0	0	2	11	41	47	19	6	0	0	126
6:00	0	0	0	0	0	2	40	124	92	16	4	0	0	278
7:00	0	0	0	2	3	13	74	187	126	25	4	1	0	435
8:00	0	1	0	0	3	3	52	141	92	23	3	2	0	320
9:00	0	0	0	0	1	6	36	100	53	17	3	1	0	217
10:00	0	0	0	0	0	3	48	78	66	18	2	1	0	216
11:00	0	0	0	0	0	3	32	58	73	23	0	0	0	189
12:00 PM	0	0	0	0	1	4	21	100	61	19	6	2	0	214
1:00	0	0	0	0	1	5	37	90	75	21	5	1	0	235
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	0	1	0	2	9	42	353	936	706	193	37	8	1	2288
Grand Total	23	15	19	48	103	797	4776	12368	9726	2506	417	85	29	30912

Stats	Percentile	15th	50th	85th	95th
	Speed	44	49	53.3	57.1
	Mean Speed (Average)	49.1			
	10 MPH Pace Speed	45-54			
	Number in Pace	21995			
	Percent in Pace	71.2%			
	Number > 50 MPH	12763			
	Percent > 50 MPH	41.3%			

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 2
Station ID: Pole 236
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.517172
Longitude: -73.035597

10/27/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	2	4	3	11	40	119	63	12	2	0	0	0	0	256
3:00	0	0	1	12	60	152	123	18	1	0	0	0	0	367
4:00	3	0	2	28	94	206	110	15	0	1	0	0	0	459
5:00	1	0	3	22	70	199	123	14	0	0	0	0	0	432
6:00	0	0	0	11	58	137	67	11	3	0	0	0	0	287
7:00	0	0	1	8	25	100	43	8	4	1	0	0	0	190
8:00	0	0	0	1	17	59	21	5	4	0	0	0	0	107
9:00	0	0	0	1	10	30	23	9	1	0	1	0	0	75
10:00	0	0	0	2	4	13	10	4	0	0	0	0	0	33
11:00	0	0	0	0	1	8	9	1	1	1	0	0	0	21
Total	6	4	10	96	379	1023	592	97	16	3	1	0	0	2227

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 2
Station ID: Pole 236
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.517172
Longitude: -73.035597

10/28/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	1	4	3	1	0	0	0	0	0	9
1:00	0	0	0	0	0	3	4	1	0	0	0	0	0	8
2:00	0	0	0	3	1	7	1	2	1	0	0	0	0	15
3:00	0	0	0	0	2	5	3	0	1	0	0	0	0	11
4:00	0	0	0	0	2	11	9	7	0	0	0	0	0	29
5:00	0	0	0	5	20	39	54	16	1	0	0	0	0	135
6:00	0	0	1	9	37	98	112	18	4	0	0	0	0	279
7:00	0	1	4	23	82	198	130	20	1	0	0	0	0	459
8:00	0	1	8	12	51	132	99	19	1	0	0	0	0	323
9:00	0	2	3	10	43	81	90	17	1	0	0	0	0	247
10:00	0	0	0	13	29	85	53	18	2	0	0	0	0	200
11:00	0	0	0	4	34	78	69	11	3	0	0	0	0	199
12:00 PM	1	1	2	9	35	89	45	17	1	0	0	0	0	200
1:00	1	1	1	6	31	98	72	24	1	0	0	0	0	235
2:00	4	0	0	6	38	115	81	18	3	0	0	0	0	265
3:00	1	4	4	22	83	157	114	21	1	0	0	0	0	407
4:00	1	0	7	23	99	196	112	19	3	0	0	0	0	460
5:00	0	0	10	19	60	195	126	17	0	0	0	0	0	427
6:00	0	0	3	16	48	139	45	10	4	0	0	0	0	265
7:00	0	0	0	2	30	84	46	11	3	1	0	0	0	177
8:00	0	0	3	1	14	55	25	9	3	1	0	0	0	111
9:00	0	0	0	1	15	37	20	5	4	0	1	0	0	83
10:00	0	0	0	0	5	14	14	1	0	0	0	0	0	34
11:00	0	0	0	0	0	10	6	2	0	0	0	0	0	18
Total	8	10	46	184	760	1930	1333	284	38	2	1	0	0	4596

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 2
Station ID: Pole 236
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.517172
Longitude: -73.035597

10/29/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	1	4	3	0	1	0	0	0	0	9
1:00	0	0	0	0	1	5	6	0	0	0	0	0	0	12
2:00	0	0	0	0	0	5	5	2	0	0	0	0	0	12
3:00	0	0	0	0	1	7	3	3	2	0	0	0	0	16
4:00	0	0	0	2	2	7	9	4	0	0	0	0	0	24
5:00	0	0	1	2	13	27	53	12	2	0	0	0	0	110
6:00	0	0	1	13	48	95	83	12	2	0	0	0	0	254
7:00	1	0	1	15	61	192	123	18	0	0	0	0	0	411
8:00	0	2	3	9	48	121	98	21	0	0	0	0	0	302
9:00	0	0	0	11	43	69	61	30	2	0	0	0	0	216
10:00	0	0	4	2	27	89	69	17	2	0	0	0	0	210
11:00	1	0	2	9	37	95	71	17	2	0	0	0	0	234
12:00 PM	2	4	5	16	58	95	79	16	3	0	0	0	0	278
1:00	0	0	3	10	36	125	81	12	2	1	0	0	0	270
2:00	1	0	1	6	41	135	83	19	3	2	0	0	0	291
3:00	3	1	0	18	92	176	105	23	2	0	0	0	0	420
4:00	2	1	9	27	74	196	121	16	4	0	0	0	0	450
5:00	0	0	3	13	75	206	106	15	2	0	0	0	0	420
6:00	0	1	3	16	71	137	66	11	1	0	0	0	0	306
7:00	0	0	0	9	31	86	50	10	1	0	1	0	0	188
8:00	0	0	0	4	25	60	30	6	2	1	0	0	0	128
9:00	0	0	1	9	17	50	19	6	1	0	0	0	0	103
10:00	0	0	0	3	11	21	18	4	0	0	0	0	0	57
11:00	0	0	0	2	4	16	9	0	2	0	0	0	0	33
Total	10	9	37	196	817	2019	1351	274	36	4	1	0	0	4754

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 2
Station ID: Pole 236
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.517172
Longitude: -73.035597

10/30/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	3	12	4	0	0	0	0	0	0	19
1:00	0	0	0	0	5	3	1	1	0	0	0	0	0	10
2:00	0	0	0	0	1	4	5	1	0	0	0	0	0	11
3:00	0	0	0	0	0	4	3	2	0	0	0	0	0	9
4:00	0	0	0	0	2	6	5	2	0	0	0	0	0	15
5:00	0	0	0	2	8	12	6	3	0	0	0	0	0	31
6:00	0	0	0	1	10	36	22	4	0	0	0	0	0	73
7:00	0	0	0	5	15	47	31	4	2	0	0	0	0	104
8:00	0	0	0	2	17	44	75	18	3	0	0	0	0	159
9:00	0	0	2	5	33	97	73	18	0	0	0	0	0	228
10:00	1	1	2	3	43	133	83	11	3	0	0	0	0	280
11:00	0	0	2	5	57	163	92	13	1	0	0	0	0	333
12:00 PM	0	0	6	20	68	143	102	11	0	0	0	0	0	350
1:00	0	2	7	9	59	149	98	18	2	1	0	0	0	345
2:00	0	0	1	4	30	136	86	13	2	0	0	0	0	272
3:00	0	0	1	8	32	135	96	23	2	0	0	0	0	297
4:00	0	0	1	9	44	156	98	25	4	1	0	0	0	338
5:00	0	0	0	4	44	109	70	18	3	0	0	0	0	248
6:00	0	0	5	23	63	106	24	2	0	1	0	0	0	224
7:00	0	0	0	13	61	88	19	2	0	0	0	0	0	183
8:00	0	0	2	11	32	58	24	5	0	0	0	0	0	132
9:00	0	0	0	2	33	44	16	3	0	0	0	0	0	98
10:00	0	0	0	4	22	33	18	0	0	0	0	0	0	77
11:00	0	0	0	1	13	16	2	0	0	0	0	0	0	32
Total	1	3	29	131	695	1734	1053	197	22	3	0	0	0	3868

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 2
Station ID: Pole 236
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.517172
Longitude: -73.035597

10/31/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	3	12	9	7	0	0	0	0	0	0	31
1:00	0	0	1	1	4	7	3	0	0	0	0	0	0	16
2:00	0	0	0	0	0	1	3	0	0	0	0	0	0	4
3:00	0	0	0	0	1	4	1	1	0	0	0	0	0	7
4:00	0	0	0	0	1	3	2	0	0	0	0	0	0	6
5:00	0	0	0	2	4	4	6	1	0	0	0	0	0	17
6:00	0	0	0	4	6	20	9	2	0	0	0	0	0	41
7:00	0	0	1	3	10	34	9	5	0	0	0	0	0	62
8:00	0	0	0	2	17	51	30	9	3	0	0	0	0	112
9:00	0	1	1	6	41	76	40	7	0	0	0	0	0	172
10:00	1	0	4	10	43	79	53	10	1	0	0	0	0	201
11:00	0	0	1	13	32	118	83	14	0	0	0	0	0	261
12:00 PM	0	0	1	19	43	125	76	8	0	0	0	0	0	272
1:00	0	1	1	14	36	117	81	5	3	0	0	0	0	258
2:00	0	0	1	6	38	121	68	14	2	0	0	0	0	250
3:00	0	0	2	9	44	129	56	8	1	0	0	0	0	249
4:00	0	0	4	6	39	99	65	6	2	0	0	0	0	221
5:00	0	0	0	5	43	103	29	0	2	0	0	0	0	182
6:00	0	0	3	6	55	63	20	0	0	0	0	0	0	147
7:00	0	0	0	5	50	79	14	3	0	0	0	0	0	151
8:00	0	0	1	6	24	48	20	2	0	0	0	0	0	101
9:00	0	0	0	1	22	41	11	4	2	0	0	0	0	81
10:00	0	0	0	0	6	14	5	0	0	0	0	0	0	25
11:00	0	0	0	0	1	10	7	0	0	0	0	0	0	18
Total	1	2	21	121	572	1355	698	99	16	0	0	0	0	2885

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 2
Station ID: Pole 236
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.517172
Longitude: -73.035597

11/1/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	3	3	0	0	0	0	0	0	0	6
1:00	0	0	0	0	0	0	3	3	0	0	0	0	0	6
2:00	0	0	0	0	1	1	1	1	0	0	0	0	0	4
3:00	0	0	0	0	1	4	3	1	0	0	0	0	0	9
4:00	0	0	0	3	5	8	8	1	0	0	0	0	0	25
5:00	0	0	1	8	17	48	36	4	0	0	0	0	0	114
6:00	1	0	0	29	69	120	46	6	0	0	0	0	0	271
7:00	0	2	9	23	85	175	140	12	1	0	0	0	0	447
8:00	5	1	1	12	53	124	84	21	2	0	0	0	0	303
9:00	0	0	0	9	40	63	62	15	3	0	0	0	0	192
10:00	0	1	2	6	31	57	76	16	3	0	0	0	0	192
11:00	0	0	1	4	21	93	53	16	1	0	0	0	0	189
12:00 PM	0	2	0	5	23	86	73	17	7	0	0	0	0	213
1:00	0	1	2	5	20	92	64	10	3	0	0	0	0	197
2:00	0	0	2	5	31	104	116	15	4	0	0	0	0	277
3:00	7	1	2	17	68	181	119	13	4	0	0	0	0	412
4:00	0	0	1	24	76	201	100	15	2	2	0	0	0	421
5:00	1	0	0	10	61	193	98	10	5	0	0	0	0	378
6:00	0	0	2	9	72	121	61	7	0	0	0	0	0	272
7:00	0	0	0	4	32	84	23	3	1	0	0	0	0	147
8:00	0	0	0	3	14	60	11	5	0	0	0	0	0	93
9:00	0	0	0	1	10	19	21	0	0	0	0	0	0	51
10:00	0	0	0	1	5	14	9	6	1	0	0	0	0	36
11:00	0	0	0	0	3	9	7	0	0	0	0	0	0	19
Total	14	8	23	178	741	1860	1214	197	37	2	0	0	0	4274

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 2
Station ID: Pole 236
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.517172
Longitude: -73.035597

11/2/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	1	1	3	0	0	0	0	0	0	5
1:00	0	0	0	0	0	3	2	2	0	0	0	0	0	7
2:00	0	0	0	0	1	3	6	2	0	0	0	0	0	12
3:00	0	0	0	1	1	1	5	2	0	0	0	0	0	10
4:00	0	0	0	0	3	6	9	3	0	0	0	0	0	21
5:00	0	0	1	1	5	36	60	20	4	0	0	0	0	127
6:00	0	0	0	7	33	101	99	24	1	0	0	0	0	265
7:00	1	0	3	13	103	209	116	13	1	0	0	0	0	459
8:00	0	0	5	14	69	120	84	12	1	0	0	0	0	305
9:00	0	2	5	9	53	93	47	16	0	0	0	0	0	225
10:00	0	0	2	13	41	86	67	17	0	0	0	0	0	226
11:00	0	0	1	16	42	80	58	15	7	0	0	0	0	219
12:00 PM	0	0	1	9	38	89	76	11	2	0	0	0	0	226
1:00	3	0	1	6	49	90	56	9	1	0	0	0	0	215
2:00	0	2	5	9	68	149	71	10	0	0	0	0	0	314
3:00	0	4	1	23	76	174	119	9	0	0	0	0	0	406
4:00	0	0	2	16	85	192	126	22	2	0	0	0	0	445
5:00	0	0	0	21	66	178	107	11	1	0	0	0	0	384
6:00	0	0	2	6	38	126	64	9	4	0	0	0	0	249
7:00	0	0	0	7	29	76	44	9	2	1	0	0	0	168
8:00	0	0	0	6	14	33	30	3	0	1	0	0	0	87
9:00	0	0	0	1	12	25	9	5	3	1	0	0	0	56
10:00	0	0	0	0	6	10	16	3	0	0	0	0	0	35
11:00	0	0	0	0	1	8	7	3	0	0	0	0	0	19
Total	4	8	29	178	834	1889	1281	230	29	3	0	0	0	4485

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 2
Station ID: Pole 236
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.517172
Longitude: -73.035597

11/3/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	2	3	2	2	1	0	0	0	0	10
1:00	0	0	0	0	0	3	4	0	0	0	0	0	0	7
2:00	1	0	0	0	1	2	6	1	0	0	0	0	0	11
3:00	0	0	0	0	0	2	1	1	0	1	0	0	0	5
4:00	0	0	0	1	1	6	14	3	1	0	0	0	0	26
5:00	0	0	1	3	21	34	49	16	1	0	0	0	0	125
6:00	0	0	1	10	47	123	106	31	3	0	0	0	0	321
7:00	1	1	11	42	108	194	108	8	1	0	0	0	0	474
8:00	0	0	3	6	60	164	79	12	0	0	0	0	0	324
9:00	0	0	1	11	37	91	58	8	0	0	0	0	0	206
10:00	0	0	2	11	42	84	51	7	1	0	0	0	0	198
11:00	0	0	1	5	35	99	41	3	2	0	0	0	0	186
12:00 PM	0	1	1	11	39	103	42	7	1	0	0	0	0	205
1:00	0	0	2	10	48	107	47	12	1	1	0	0	0	228
2:00	3	0	1	5	56	129	68	11	2	0	0	0	0	275
3:00	0	1	3	18	76	145	100	19	3	1	0	0	0	366
4:00	1	1	3	19	88	225	118	15	0	0	0	0	0	470
5:00	0	0	4	15	92	217	81	13	0	0	0	0	0	422
6:00	0	1	0	6	50	137	63	14	0	0	0	0	0	271
7:00	0	0	0	4	33	76	42	4	1	0	0	0	0	160
8:00	0	0	0	2	23	53	22	9	4	0	0	0	0	113
9:00	0	0	0	3	9	21	16	5	2	0	0	0	0	56
10:00	0	0	0	0	3	16	17	2	1	0	0	0	0	39
11:00	0	0	0	1	2	10	5	0	2	0	0	0	0	20
Total	6	5	34	183	873	2044	1140	203	27	3	0	0	0	4518

Route 128 Speed Study
Town of Essex, Vermont

Site Code: Route 128 Site 2
Station ID: Pole 236
Location 1:
Location 2:
Location 3:
Location 4:
Direction: Combined

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 44.517172
Longitude: -73.035597

11/4/2021 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	3	2	3	1	1	0	0	0	0	0	10
1:00	0	0	0	0	0	5	1	2	0	0	0	0	0	8
2:00	0	0	0	0	2	4	2	2	0	0	0	0	0	10
3:00	0	0	0	4	1	2	4	1	0	0	0	0	0	12
4:00	0	0	0	0	2	7	8	7	0	0	0	0	0	24
5:00	0	0	0	4	18	41	41	16	1	0	0	0	0	121
6:00	0	0	0	7	50	100	97	21	2	0	0	0	0	277
7:00	1	1	4	24	115	221	94	18	0	0	0	0	0	478
8:00	0	0	3	6	45	137	88	20	0	0	0	0	0	299
9:00	0	0	2	9	52	96	62	10	1	0	0	0	0	232
10:00	1	2	0	13	38	68	49	17	0	0	0	0	0	188
11:00	0	0	1	13	44	87	67	19	1	0	0	0	0	232
12:00 PM	0	3	4	11	36	77	56	15	3	0	0	0	0	205
1:00	0	1	0	3	30	58	44	8	1	1	0	0	0	146
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	2	7	14	97	435	906	614	157	9	1	0	0	0	2242
Grand Total	52	56	243	1364	6106	14760	9276	1738	230	21	3	0	0	33849

Stats				
	Percentile	15th	50th	85th	95th
	Speed	33.5	37.8	42.2	45.3
	Mean Speed (Average)	38.1			
	10 MPH Pace Speed	35-44			
	Number in Pace	23973			
	Percent in Pace	70.8%			
	Number > 25 MPH	33498			
	Percent > 25 MPH	99.0%			

FW: Rt 128 Crash data

Ron Hoague <rhoague@essex.org>
Fri 10/22/2021 11:24 AM
To: Dennis Lutz <dlutz@ESSEX.ORG>; Aaron Martin <amartin@ESSEX.ORG>

Crash data for Rt 128. The ones with lines through are North of West Sleepy Hollow Rd and not part of the numbers

Ron Hoague | Chief of Police
Essex Police Department
145 Maple Street | Essex Jct., VT 05452
Ph. 802-857-0093

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From: Angela Bellizzi <abellizzi@ESSEX.ORG>
Sent: Friday, October 22, 2021 11:03 AM
To: Ron Hoague <rhoague@essex.org>
Subject: RE: Rt 128 Crash data

Attached is a list of all accidents on Browns River Rd in Essex – these include traditional accidents, slide off and car v. deer

From 1-193 Browns River Rd (approx. W Sleep Hollow) I found a total of: 53

1-124 Browns River Rd: 26
125 Browns River Rd (approx. Weed Rd Intersection): 15
126-193 Browns River Rd: 12

Angela Bellizzi | Records Clerk
Essex Police Department
145 Maple Street | Essex Jct., VT 05452
Ph. 802-878-1337

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From: Ron Hoague <rhoague@essex.org>
Sent: Thursday, October 21, 2021 2:57 PM
To: Angela Bellizzi <abellizzi@ESSEX.ORG>
Subject: Rt 128 Crash data

Can you get me crash data from Rt 128 at Bixby Hill Rd to West Sleepy Hollow Rd on Rt 128 for the last 5 years? I'd like the totals and then have the numbers at just the Weed Rd and 128 intersection, and South of Weed Rd broken out pls. Thanks!

Ron Hoague | Chief of Police
Essex Police Department
145 Maple Street | Essex Jct., VT 05452
Ph. 802-857-0093

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16ES06313	10/28/16	176 BRR	Car v Deer
16ES06354	10/30/16	125 BRR	Car v Deer
~~16ES06438~~	~~11/4/16~~	~~270 BRR~~	~~Car v Deer~~
~~16ES06520~~	~~11/8/16~~	~~319 BRR~~	~~Car v Deer~~
16ES06731	11/21/16	92 BRR	2 Car MVA w/I
~~16ES06970~~	~~12/5/16~~	~~219 BRR~~	~~1 Car Slide-off~~
16ES06975	12/5/16	43 BRR	1 car MVA
16ES07041	12/8/16	125 BRR	1 Car MVA
~~16ES07123~~	~~12/13/16~~	~~375 BRR~~	~~1 Car MVA~~
16ES07266	12/21/16	174 BRR	Car v Deer
~~16ES07286~~	~~12/21/16~~	~~405 BRR~~	~~1 Car Slide-off~~
~~16ES07294~~	~~12/22/16~~	~~304 BRR~~	~~1 Car Slide-off~~
16ES07404	12/27/16	193 BRR	Car v Deer
16ES07438	12/29/16	3 BRR	1 Car MVA w/I
16ES07440	12/29/16	3 BRR	1 Car MVA w/I
~~17ES00014~~	~~1/1/17~~	~~376 BRR~~	~~1 Car MVA w/I~~
~~17ES00481~~	~~1/26/17~~	~~376 BRR~~	~~1 Car Slide-off~~
17ES00792	2/15/17	125 BRR	2 Car MVA
17ES01374	3/20/17	2 BRR	2 Car MVA
~~17ES01407~~	~~3/21/17~~	~~442 BRR~~	~~1 Car MVA~~
17ES01464	3/24/17	36 BRR	1 Car Slide-off
17ES02102	5/1/17	62 BRR	1 Car Slide-off
17ES02373	5/16/17	2 BRR	2 Car MVA w/I
~~17ES02935~~	~~6/11/17~~	~~376 BRR~~	~~1 Car MVA~~
17ES05451	10/5/17	3 BRR	1 Car MVA

NOTE: The general crash locations are noted by color:

Yellow= at or near 125 Browns River Road (Weed Road)

Green: south of Weed Road

Blue: north of Weed Road

Crossed out: north of West Sleepy Hollow Road

17ES05897	10/26/17	125 BRR	Car v Deer
17ES06134	11/3/17	179 BRR	Car v Deer
~~17ES06347~~	~~11/13/17~~	~~252 BRR~~	~~Car v Deer~~
17ES06489	11/20/17	125 BRR	2 Car MVA
~~17ES06872~~	~~12/12/17~~	~~376 BRR~~	~~1 Car Slide-off~~
~~17ES06951~~	~~12/15/17~~	~~270 BRR~~	~~Car v Deer~~
~~17ES07034~~	~~12/19/17~~	~~219 BRR~~	~~Car v Deer~~
18ES00335	1/17/18	174 BRR	Car v Deer
~~18ES00359~~	~~1/18/18~~	~~376 BRR~~	~~1 Car MVA~~
~~18ES00632~~	~~2/4/18~~	~~405 BRR~~	~~1 Car MVA~~
18ES01183	3/3/18	37 BRR	2 Car MVA w/I
~~18ES01307~~	~~3/8/18~~	~~376 BRR~~	~~1 Car Slide-off~~
~~18ES03390~~	~~6/14/18~~	~~376 BRR~~	~~1 Car MVA~~
18ES04205	7/19/18	148 BRR	Car v Deer
18ES05717	9/16/18	69 BRR	1 Car Slide-off
~~18ES06440~~	~~10/17/18~~	~~461 BRR~~	~~Car v Deer~~
~~18ES06829~~	~~11/5/18~~	~~315 BRR~~	~~Car v Deer~~
18ES07232	11/28/18	176 BRR	Car v Deer
19ES00034	1/3/19	2 BRR	1 Car Slide-off
19ES00164	1/9/19	69 BRR	1 Car MVA
19ES00394	1/20/19	106 BRR	1 Car Slide-off
19ES00529	1/26/19	1 BRR	2 Car MVA
~~19ES00676~~	~~2/3/19~~	~~233 BRR~~	~~3 Car MVA~~
19ES00898	2/15/19	125 BRR	2 Car MVA
19ES01266	3/10/19	125 BRR	2 Car MVA w/I

19ES01504	3/22/19	62 BRR	1 Car Slide-off
19ES03241	6/20/19	145 BRR	1 Car MVA
~~19ES03245~~	~~6/20/19~~	~~200 BRR~~	~~Car v Deer~~
19ES03530	7/2/19	192 BRR	1 Car MVA
~~19ES03932~~	~~7/29/19~~	~~376 BRR~~	~~1 Car MVA w/I~~
19ES04889	9/3/19	69 BRR	Car v Deer
19ES05062	9/19/19	172 BRR	1 Car MVA
19ES05155	9/17/19	2 BRR	2 Car MVA
19ES05913	10/24/19	172 BRR	Car v Deer
~~19ES06603~~	~~11/26/19~~	~~219 BRR~~	~~Car v Deer~~
~~19ES06713~~	~~12/4/19~~	~~376 BRR~~	~~1 Car MVA~~
19ES06823	12/10/19	157 BRR	Car v Deer
19ES06940	12/16/19	69 BRR	Car v Deer
20ES00166	1/10/20	106 BRR	2 Car MVA
~~20ES00256~~	~~1/15/20~~	~~307 BRR~~	~~Car v Deer~~
20ES00288	1/17/20	2 BRR	1 Car Slide-off
20ES00291	1/17/20	2 BRR	1 Car MVA
20ES00377	1/21/20	69 BRR	Car v Deer
~~20ES00668~~	~~2/6/20~~	~~376 BRR~~	~~1 Car Slide-off~~
~~20ES00746~~	~~2/10/20~~	~~442 BRR~~	~~1 Car Slide-off~~
20ES00892	2/18/20	2 BRR	2 Car MVA
~~20ES01077~~	~~2/27/20~~	~~376 BRR~~	~~1 Car Slide-off~~
~~20ES04244~~	~~8/2/20~~	~~405 BRR~~	~~1 Car MVA~~
~~20ES04349~~	~~8/7/20~~	~~278 BRR~~	~~1 Car MVA w/I~~
20ES04965	9/6/20	125 BRR	1 Car MVA w/I

NOTE: The general crash locations are noted by color:

Yellow= at or near 125 Browns River Road (Weed Road)

Green: south of Weed Road

Blue: north of Weed Road

Crossed out: north of West Sleepy Hollow Road

20ES05378	9/25/20	125 BRR	1 Car MVA w/I
20ES05459	9/29/20	125 BRR	1 Car MVA
20ES05475	9/30/20	120 BRR	1 Car MVA
20ES05841	10/22/20	125 BRR	2 Car MVA w/I
20ES06314	11/18/20	125 BRR	2 Car MVA
20ES06319	11/18/20	125 BRR	1 Car Slide-off
20ES06338	11/18/20	62 BRR	Car v Deer
~~20ES06342~~	~~11/18/20~~	~~227 BRR~~	~~Car v Deer~~
~~20ES06674~~	~~12/09/20~~	~~319 BRR~~	~~Car v Deer~~
21ES01136	3/12/21	182 BRR	1 Car MVA
~~21ES01546~~	~~4/4/21~~	~~219 BRR~~	~~Car v Deer~~
~~21ES002987~~	~~6/1/21~~	~~405 BRR~~	~~2 Car MVA~~
21ES003519	6/23/21	125 BRR	1 Car MVA
~~21ES04231~~	~~7/17/21~~	~~315 BRR~~	~~1 Car MVA~~
21ES004899	8/14/21	125 BRR	1 Car MVA w/I

NOTE: The general crash locations are noted by color:

Yellow= at or near 125 Browns River Road (Weed Road)

Green: south of Weed Road

Blue: north of Weed Road

Crossed out: north of West Sleepy Hollow Road

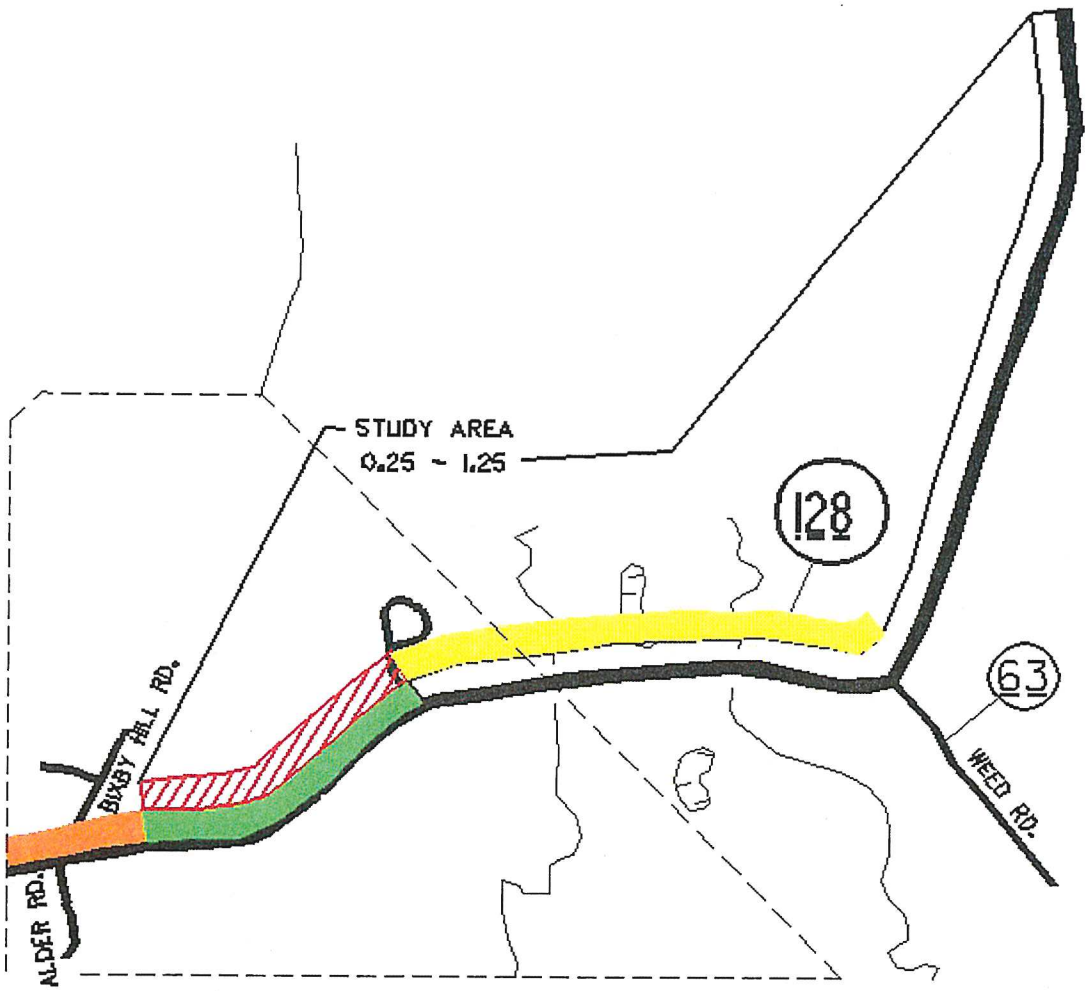
TOWN OF ESSEX
VT ROUTE 128
TRAFFIC COMMITTEE MEETING
AUGUST 14, 2003

CRASH DATA 1997- 2001 CRASHES – 6

STUDY AREA - Milepoint 0.25 ~ 1.50

2000 AVERAGE DAILY TRAFFIC - (2700)
2000 PEAK HOUR TRAFFIC - (375)

- POSTED SPEED LIMIT 30 MPH
- POSTED SPEED LIMIT 40MPH
- POSTED SPEED LIMIT 50 MPH
- REQUESTED SPEED LIMIT 35 MPH
- REQUESTED REDUCED SPEED LIMIT



TOWN OF ESSEX
VERMONT

81 MAIN STREET, ESSEX JUNCTION, VERMONT 05452
Fax: 878-1353 • **E-mail:** manager@essex.org • **Website:** www.essex.org

RECEIVED
TRAFFIC OPERATIONS
MAR 7

February 25, 2003

Roger L. Thompson, P.E.
VTrans
National Life Building, Drawer 33
Montpelier, VT
05633-5001

Re: Autumn Knoll Subdivision and Traffic/Speed Reduction Survey on VT Route 128 - Essex, Vermont

Dear Roger L. Thompson, P.E.,

I am writing to formally request that VTrans conduct a combined traffic and speed reduction survey on VT Route 128 extending from Bixby Hill Road east to Weed Road in the Town of Essex, Vermont.

As part of the 56-unit Autumn Knoll subdivision approval, the Town of Essex Planning Commission required the developer contact VTrans regarding the possibility of placing a crosswalk on VT Route 128 in a location slightly east of Thomas Lane (see attached sketch entitled "Autumn Knoll - Proposed Crosswalk Location"). The developer's engineer did contact the agency, but was informed that VTrans does not accept individual requests for said studies that are not sanctioned by a municipality (see attached letter from Roger L. Thompson to Doug Goulette July 29, 2002). Therefore, with the approval of the Essex Selectboard, I am requesting that a combined traffic and speed reduction survey be completed by VTrans to determine if a reduction in VT Route 128's current speed limit of 50 mph is warranted. A copy of the appropriate Selectboard minutes regarding this issue is attached.

Placement of a crosswalk in the selected location on VT 128 requires a reduction from the current posted speed limit (50 mph), since Vermont does not allow crosswalks on roads exceeding 40 mph (see attached letter to Ron Lamell from Todd Ronson July 19, 2000). This crosswalk would provide a safe crossing from the non-motorized, multi-use path, approved by the Planning Commission to be constructed adjacent Irene Avenue, and then cross over to the gravel path on the north side of VT Route 128. From here, a path then emerges from the Trowbridge Crossing neighborhood and eventually connects with the Essex Elementary School. A crosswalk in this location will also complete a significant pedestrian loop extending back toward VT Route 15 (see attached map entitled "Pedestrian Loop"). Unfortunately, the crossing point between these two neighborhoods cannot be at a location other than VT Route 128.

Rationale for requesting a combined traffic and speed reduction survey is as follows:

1. The sanitary sewer core area, in conjunction with the *2001 Town Plan*, defines Essex's urban area for establishing an urban growth boundary. This urban growth boundary includes entrances to the Autumn Knoll and Trowbridge Crossing subdivisions. As a result, the speed limit on VT Route 128 needs to reflect this eastward expansion of Essex's urban boundary from its historic location at the intersection of VT Route 128 and VT Route 15.

2. A 25 mph advisory speed limit exists at the intersection of VT Route 128 and Weed Road, and then connects to the 50 mph straightaway immediately preceding the proposed crosswalk location. Historically, the Town Engineer indicated that the intersection of VT Route 128 and Weed Road is a high accident location. A reduction in the speed limit will force drivers to pass through this area in a safe manner, and can limit further accidents.

3. As a driver travels west from the proposed crosswalk location toward the intersection of VT Route 128 and Bixby Hill Road, a series of several sharp curves are encountered where inadequate vertical sight distance is afforded the driver and the speed limit is dropped from 40 mph to an advisory 35 mph. Immediately following these curves is the Essex Elementary School and a reduced speed limit of 30 mph. Not only is the road curvature itself a safety hazard, but there are also numerous speed limit changes between the intersections of Weed Road/VT 128 and Bixby Hill Road/VT 128.

It is the opinion of the Town that the current area posted at 40 mph should be dropped to 35 mph and that the state speed of 50 mph not be allowed until vehicles exiting the Essex urban area are past the intersection of Weed Road and VT Route 128. Essex agrees with keeping the advisory speed of 25 mph at this corner, but the speed upon entering the urban area and heading toward the intersection of VT 128 and Bixby Hill Road should be 35 mph until it becomes a 30 mph zone near the Elementary School. In addition, Essex would appreciate any opportunity to review the study prior to any actions being taken by the state, and is willing to send representatives to appear before the agency at such time that the state they may hold hearings on any proposed speed limit changes.

The intent of this letter is to request VTrans complete a combined traffic and speed reduction survey incorporating the fact that Essex's urban boundary no longer exists at the intersection of VT Route 128 and VT Route 15. Hopefully, the end result of this traffic study is the creation of a safe pedestrian environment for the citizens of Essex, and a reduction in the state speed limit to facilitate the placement of a crosswalk on VT Route 128.

They are not asking for the crosswalk itself in their letter.

Sincerely,

Patrick C. Scheidel

Patrick C. Scheidel
Town Manager
Town of Essex

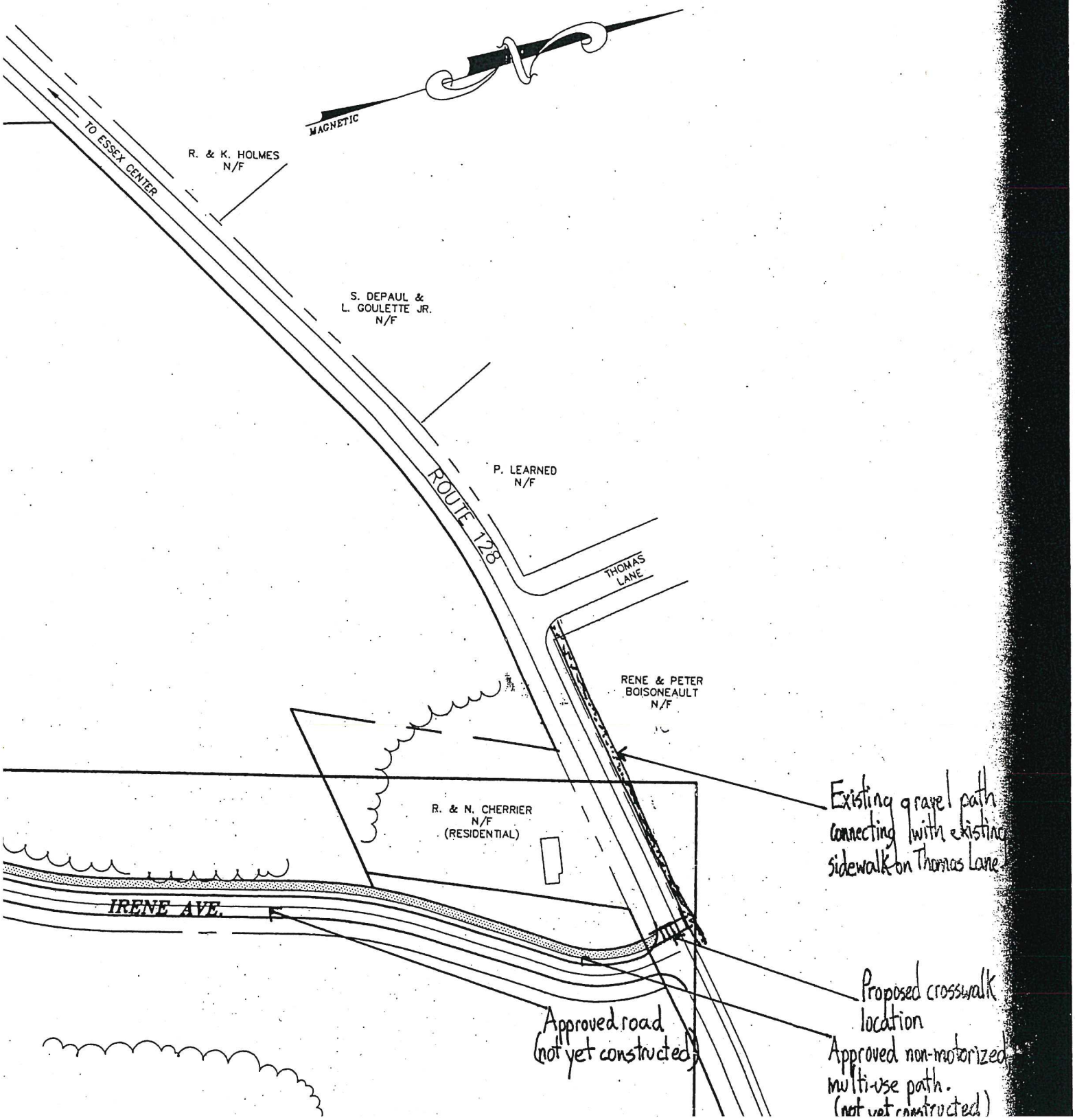
Enclosure (5)

cc: Dennis Lutz, Town Engineer
Herbert Durfee, III, Community Development Director
Art Shields, Autumn Knoll Developer
Doug Goulette, Lamoureux & Dickinson

cal

G:\COMMDEV\Craig\Letters\Atmn Knoll & VT 128 Spd Reduct Req Feb 03.doc

Autumn Knoll - Proposed Crosswalk Location



State of Vermont
Agency of Transportation
National Life Building
Drawer 33
Montpelier, VT
05633-5001

VTrans Working to Get You There

RECEIVED
JUL 3 1 2002

PROJECT DEVELOPMENT DIVISION
Traffic Operations Section
Roger L. Thompson
Phone: (802) 828-1055
Fax: (802) 828-2640

July 29, 2002

Mr. Doug Goulette PE
Lamoureux & Dickinson Consulting Engineers
14 Morse Drive
Essex Junction, Vermont 05452

RE: Autumn Knoll, Speed Reduction on Vermont Route 128

Dear Mr. Goulette:

I am writing in response to your June 18, 2002 letter exploring the possibility of a speed reduction on Vermont Route 128 in Essex, Vermont.

Traffic Operations does not take individual requests for speed reductions on State Highways. This is done for 2 reasons: The first reason is the fact that we don't enough staff or time to consider every individual request. The second reason, which I believe to most important, is that we want to make sure the request has been put before a public forum and the members of the community have had a chance to weigh in on the request. Therefore we only act upon requests received from the governing body of the town.

Traffic Operations does not have the authority to change speed limits. This is done by the Traffic Committee. Traffic Operations provides engineering support for the Traffic Committee and does make recommendations to the Committee after performing an engineering study. However the Traffic Committee has the final authority in this matter.

In your letter you also mention something about a crosswalk. The installation of crosswalks is based on several factors which include pedestrian demand, speed limit and sight distance to crosswalk by approaching motorists. We do not place crosswalks based on a perceived demand. The Agency of Transportation has specific guidelines regarding the approval and installation of crosswalks and all crosswalks on State Highways must be approved by the Traffic Operations Engineer.

occasions between Selectboard meetings when items came up requiring action. In the future, staff could contact the Board as necessary or delay action until the Board meets, said Mr. Scheidel. Mr. James commented that he would not want to change the process, except in the Town Manager's judgement, if there was something involving significant money requests, then staff could bring it before the Board or not apply.

VOTE: 4 ayes [Mr. Nye not present for vote]; motion carried.

Indian Brook Dam Repairs – Mark Berry

Mr. Berry reviewed a Parks and Recreation Department memo, dated 12/02/02, regarding approval of additional engineering costs of $6,291 for repairs to the Indian Brook dam. Three RFPs were received and reviewed by staff. The recommendation is to award the engineering bid to Gomez and Sullivan Engineers and O'Leary-Burke Civil Associates.

MOTION by Mr. Carr, seconded by Mr. Torti, to appropriate $6,291 from the Indian Brook Reserve fund to complement $26,000 from the Capital Budget.

DISCUSSION: Mr. Carr asked if the money represented 2002 or 2004 funds. Mr. Scheidel replied this was a 2003 Capital project. The appropriation was from reserve funds. The $26,000 was already approved by the Selectboard. Mr. Lutz clarified that the Indian Brook projects were removed from the proposed capital needs list for 2004. The spending authorization comes from an existing line item expenditure for Indian Brook improvements. As Indian Brook needs arose, then the Board would act on them, said Mr. Lutz. Mr. Scheidel said the $26,000 was a line item from the Capital budget. Mr. Carr noted this was contingent upon the FY04 Capital budget vote. Mr. Lutz explained that a memo, dated October 2001, identified projects and funding, which included the Indian Brook dam project work. There was $13,000 allocated in 2001, and $13,000 in 2002. Mr. Carr suggested that funding was subject to independent verification. Mr. Scheidel said that expenditures had to be shown in the year the funds were spent. An earlier expenditure of $9,000 was for the Indian Brook Milfoil mitigation project. Mr. Carr asked for clarification regarding a FY04 $26,000 line item. Mr. Scheidel reiterated that the Selectboard appropriated the funds in two separate years. Mr. Torti commented that it appeared there were two different $26,000 line items.

AMENDMENT by Mr. Carr, seconded by Mr. Torti, that approval was subject to verifying the Capital funds were already approved.

DISUSSION: Mr. Carr stated that if the 2001 and 2002 line items did not turn out to be accurate, he would like to re-visit the subject at the next meeting. Mr. Lutz noted that the information was included in the Fall report, dated 10/18/01.

VOTE ON MOTION AS AMENDED: 4 ayes [Mr. Nye not present for vote]; motion carried.

Route 128 Traffic/Speed Studies – Dennis Lutz and Craig Lawrence

Craig Lawrence and Dennis Lutz reviewed a staff memo, dated 11/07/02 regarding the Vermont Route 128 Speed Limit Reduction/Traffic Study request. Citizen complaints had

Copy for Trails Folder & put in Lamell file

State of Vermont
Agency of Transportation
National Life Building
Drawer 33
Montpelier, VT
05633-5001

VTrans Working to Get You There

RECEIVED
JUL 21 2000
COMMUNITY DEVELOPMENT OFFICE

July 19, 2000

Mr. Ron Lamell, Sr.
82A Jericho Road
Jericho, VT 05465

Subject: Essex, VT-128, L.S. 33+26 RT

Dear Mr. Lamell:

The Agency of Transportation's letter-of-intent dated May 24, 2000 for the subject location, did not fully address the pedestrian crosswalk shown on the proposed site plan. The crosswalk at the time was being reviewed by the Agency's Traffic Operations Section.

Traffic Operation's has since completed their review of the crosswalk and have concluded that due to the crosswalk being situated in a 50 mph zone on VT-128, which the Agency does not allow crosswalks on sections of roads with posted speeds greater than 40 mph, the crosswalk would not be allowed.

I would like to point out that there are other factors which played a role in this decision; the character of the land on this part of VT-128 (rural), a drivers non-expectation to come upon pedestrians crossing the state highway in this rural area, and available sight distance for the crosswalk.

Please attach this letter to the May 24, 2000 letter-of-intent and if you have any questions about this matter, please call me at (802) 828-2653.

Sincerely,

Todd Ronson
Project Supervisor
Utilities & Permits Unit

Attachment

cc: Faith Ingulsrud, Town of Essex
James Boyd, District Environmental Coordinator #4
Herb Durfee, Chittenden County Regional Planning Commission
James Donovan, Lamoureux & Dickinson Consultant Engineers
Dick Hosking, District #5 Transportation Administrator

State of Vermont
Agency of Transportation
National Life Building
Drawer 33
Montpelier, VT
05633-5001

VTrans Working to Get You There

PROJECT DEVELOPMENT DIVISION
Traffic Operations Section
Amy L. Gamble
Phone: (802) 828-1055
Fax: (802) 828-2640

August 6, 2003

Patrick Scheidel, Town Manager
Town of Essex
81 Main Street
Essex Junction VT 05452

RE: Speed Limit reduction on VT 128

Dear Mr. Scheidel:

This letter is in reference to the Town of Essex February 25, 2003 letter requesting reduction in the speed limits along VT 128 in Essex, reducing the current 40mph zone to 35mph and extending that zone easterly past the intersection with Weed Road.

The Traffic Operations Section has conducted a traffic engineering study, and recommends no change to the existing speed limit zones at this time.

We will forward this recommendation to the Vermont Traffic Committee, who makes the final decision. This topic will be on the agenda of the next Traffic Committee meeting on August 14, 2003, which convenes at 1 PM in the 5th Floor Board Room at the National Life Building in Montpelier. Please feel free to attend if you wish to present testimony on behalf of the Town. Please do not hesitate to contact me at (802) 828-1055 if you have any questions or require additional information.

Sincerely,

Amy L. Gamble, P. E.
Traffic Systems Engineer

ALG:alg
cc: Dick Hosking, DTA #5
Tel

alg/km
bc: Traffic Committee File via ALG/SCS
Central Files

Mailed + faxed on
8/6/03

State of Vermont,
Agency of Transportation
Traffic Engineering Report for a SPEED LIMIT
page 1 of 2

Establish: New _____ Repeal _____ Revise Existing ___X___

(Refer to 23 V.S.A.§1003)

Date: 3/28/03

CHARACTERISTICS	Left Side	Right Side
No. of Roadway Lanes	1	1
Roadway, Width (feet)	10'	12'
Roadway, Surface Type	Bituminous concrete	Bituminous concrete
Roadway, Condition	Good	Good
Shoulder, Width (feet)	4'	2'
Shoulder, Surface Type	Bituminous concrete	Bituminous concrete
Shoulder, Condition	Good	Good
Sidewalk, Width (feet)	None	None
Sidewalk, Surface Type	N/A	N/A
Sidewalk, Condition	N/A	N/A
Curbing, Type of	None	None
Curbing, Condition	N/A	N/A
Turning Lane, Width (feet)	None	None
Turning Lane, Length (feet)	N/A	N/A
Turning Lane, Condition	N/A	N/A
Turning Lane, Surface Type	N/A	N/A

Town of: Essex

County of: Chittenden

Route No.: VT 128

Village:

From M.P.: 0.25

To M.P.: 1.5

Length (miles): 1.25

Additional Notes:

Topo	Number of Drives	Number of Houses/Farms	Number of Small Businesses	List Major Businesses	State/Town Highway Junctions
Left	19	13	N/A	N/A	VT 128/ Thomas Lane
Right	13	9	1	N/A	VT 128/ Weed Road

ALIGNMENT	Number 1	Number 2	Number 3
Curves, From/ Thru M.P.	0.375- 0.438	0.588- 0.638	1.175-1.288
Curves, Degree of	10° LT	7° RT	10° LT
Curves, Ballbank Reading			
Curves, Current Adv. MPH	35 mph	None	25 mph
Curves, Proposed Adv. MPH			
GRADES	**Number 1**	**Number 2**	**Number 3**
Grades, From/Thru M.P			
Grades, Percent of			
PASSING ZONE	**Number 1**	**Number 2**	**Number 3**
Passing Zone M.P. (NB / EB)			
Passing Zone M.P. (SB / WB)	SB 0.897- 1.021		
CROSSWALK	**Number 1**	**Number 2**	**Number 3**
Crosswalk Milepoints	None		
BRIDGE	**Number 1**	**Number 2**	**Number 3**
Bridge, Milepoints	0.806	1.04	
Bridge, Widths, c/c (feet)			

PARKING INFO.: From/Thru M.P. None Meet Needs? _____
Controlled By: Signs _____ Markings _____ Meters _____
Hinders: Thru Traffic? _____ TH's? _____ Drives? _____

NO-PARKING ZONES: From/Thru M.P None

CRASHES: From 1997 Thru 2001 Crash Rate/Critical Rate: 0.196 Ratio
Total Number 6 With Injury 2 With Fatality 0
Types of (1) Rear End (2) Other

State of Vermont,
Agency of Transportation
Traffic Engineering Report for a SPEED LIMIT

ALIGNMENT	**Number 4**	**Number 5**	**Number 6**
Curves, From/ Thru M.P.			
Curves, Degree of			
Curves, Ballbank Reading			
Curves, Current Adv. MPH			
Curves, Proposed Adv. MPH			
GRADES	**Number 4**	**Number 5**	**Number 6**
Grades, From/Thru M.P			
Grades, Percent of			
PASSING ZONE	**Number 4**	**Number 5**	**Number 6**
Passing Zone M.P. (NB / EB)			
Passing Zone M.P. (SB / WB)			
CROSSWALK	**Number 4**	**Number 5**	**Number 6**
Crosswalk Milepoints			
BRIDGE	**Number 4**	**Number 5**	**Number 6**
Bridge, Milepoints			
Bridge, Widths, c/c (feet)			

ALIGNMENT	**Number 7**	**Number 8**	**Number 9**
Curves, From/ Thru M.P.			
Curves, Degree of			
Curves, Ballbank Reading			
Curves, Current Adv. MPH			
Curves, Proposed Adv. MPH			
GRADES	**Number 7**	**Number 8**	**Number 9**
Grades, From/Thru M.P			
Grades, Percent of			
PASSING ZONE	**Number 7**	**Number 8**	**Number 9**
Passing Zone M.P. (NB / EB)			
Passing Zone M.P. (SB / WB)			
CROSSWALK	**Number 7**	**Number 8**	**Number 9**
Crosswalk Milepoints			
BRIDGE	**Number 7**	**Number 8**	**Number 9**
Bridge, Milepoints			
Bridge, Widths, c/c (feet)			

RECOMMENDATION: (by Amy Gamble & Steve Sherrill , Date: August 5, 2003):
No change warranted at this time.

G:\Traffic Engineering\TEFORMS\TErptspeeddoc Report Done By: Nancy L. Avery

Vermont Agency Of Transportation
Spot Speed Survey Summary

Town	Essex
County	Chittenden
Route	VT 128
Speed Limit	50

Date	06/03/03
Day	Tuesday
Time	8:42 am-9:18 am

Setup No.	One
Setup M.P.	1.47

ADT	2700
Year ADT	2000
DHV	375

Survey Area	
From M.P.	1.46
To M.P.	1.39

Weather	Sunny
Observer	N. Avery/J. Daye

Passing Zones		
Direction	Begin M.P.	End M.P.
Direction	Begin M.P.	End M.P.
Direction	Begin M.P.	End M.P.
Direction	Begin M.P.	End M.P.

	Cars, Vans, Light Trucks	Trucks & Buses	All Vehicles
Median Speed	46	40	46
85TH Percentile Speed	52	45	52
Modal Speed	43	40	43
Percent In Pace	70	89	68
10 Mile Pace	41 - 50 0 - 0	39 - 48 36 - 45	41 - 50 0 - 0
Recommended Speed Limit (All Vehicles)			47 0

MPH	Cars, Vans, Light Trucks	Acc. Pct.	Trucks And Buses	Acc. Pct.	All Vehicles	Acc. Pct.
Over 60	2	2	0	0	2	2
56-60	4	6	0	0	4	5
51-55	16	21	0	0	16	19
46-50	38	58	1	11	39	54
41-45	35	91	3	44	38	88
36-40	6	97	5	100	11	97
31-35	3	100	0	100	3	100
26-30	0	100	0	100	0	100
Under 26	0	100	0	100	0	100
Totals	104	100	9	100	113	100

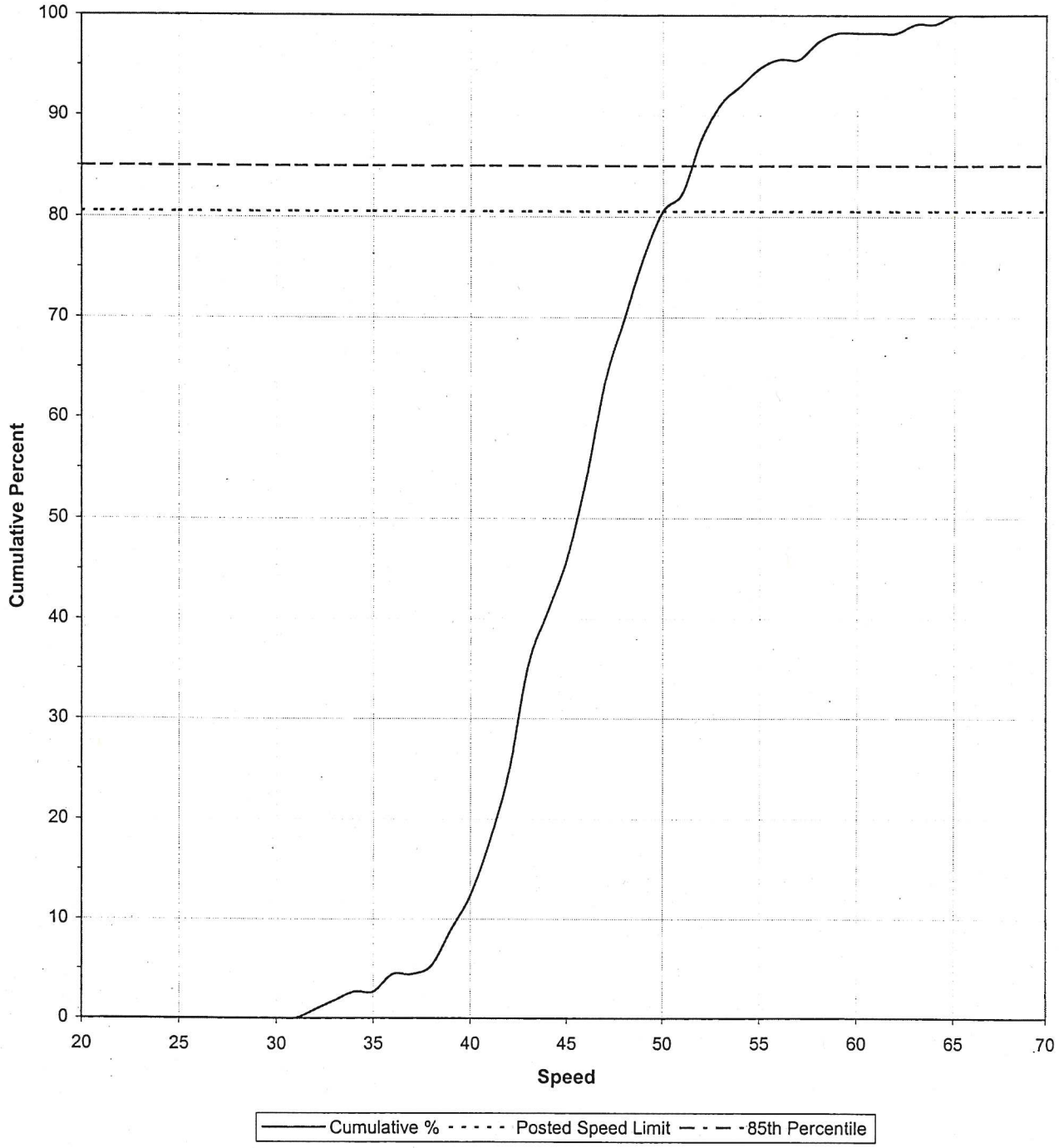
General Remarks On Traffic (Only For The Area Covered By This Spot Speed Survey)
Setup Location Description
Setup on Southbound shoulder with radar facing south.

Vermont Agency Of Transportation Spot Speed Survey Field Report

Town	Essex	Date	06/03/03
Route	VT 128	Day	Tuesday
Speed Limit	50	Time	8:42 am-9:18 am
			Survey Area
Setup No.	One	From M.P.	1.46
Setup M.P.	1.47	To M.P.	1.39

MPH	Cars NB	Cars SB	Total Cars	Trk. & Bus NB	Trk. & Bus SB	Total Trk. & Bus	Total Vehicles	Accum. Vehicles	Accum. Percent
70								113	100.0
69								113	100.0
68								113	100.0
67								113	100.0
66								113	100.0
65		1	1				1	113	100.0
64								112	99.1
63		1	1				1	112	99.1
62								111	98.2
61								111	98.2
60								111	98.2
59	1		1				1	111	98.2
58	1	1	2				2	110	97.3
57								108	95.6
56		1	1				1	108	95.6
55		2	2				2	107	94.7
54		2	2				2	105	92.9
53	2	2	4				4	103	91.2
52	2	4	6				6	99	87.6
51	1	1	2				2	93	82.3
50	2	3	5				5	91	80.5
49	2	5	7				7	86	76.1
48		6	6	1		1	7	79	69.9
47	1	10	11				11	72	63.7
46	2	7	9				9	61	54.0
45	2	3	5		1	1	6	52	46.0
44	3	2	5		1	1	6	46	40.7
43	2	10	12				12	40	35.4
42	3	5	8				8	28	24.8
41	3	2	5	1		1	6	20	17.7
40	1		1	2	1	3	4	14	12.4
39	1	2	3	1		1	4	10	8.8
38		1	1				1	6	5.3
37								5	4.4
36		1	1	1		1	2	5	4.4
35								3	2.7
34	1		1				1	3	2.7
33	1		1				1	2	1.8
32		1	1				1	1	0.9
31									
30									
29									
28									
27									
26									
25									
24									
23									
22									
21									
Totals	31	73	104	6	3	9	113		

Spot Speed Survey Plot



Vermont Agency Of Transportation
Spot Speed Survey Summary

Town	Essex
County	Chittenden
Route	VT 128
Speed Limit	50

Date	06/03/03
Day	Tuesday
Time	9:26 am-10:06 am

Setup No.	Two
Setup M.P.	0.91

ADT	3600
Year ADT	2000
DHV	500

Survey Area	
From M.P.	0.99
To M.P.	0.92

Weather	Sunny
Observer	N. Avery/ J. Daye

Passing Zones					
Direction	SB	Begin M.P.	0.90	End M.P.	1.02
Direction		Begin M.P.		End M.P.	
Direction		Begin M.P.		End M.P.	
Direction		Begin M.P.		End M.P.	

	Cars, Vans, Light Trucks	Trucks & Buses	All Vehicles
Median Speed	46	50	47
85TH Percentile Speed	52	50	52
Modal Speed	46	50	46
Percent In Pace	75	100	75
10 Mile Pace	41 - 50 0 - 0	50 - 59 41 - 50	41 - 50 0 - 0
Recommended Speed Limit (All Vehicles)			47 0

MPH	Cars, Vans, Light Trucks	Acc. Pct.	Trucks And Buses	Acc. Pct.	All Vehicles	Acc. Pct.
Over 60	0	0	0	0	0	0
56-60	3	3	0	0	3	3
51-55	19	21	0	0	19	21
46-50	46	64	1	100	47	64
41-45	33	95	0	100	33	95
36-40	2	97	0	100	2	97
31-35	3	100	0	100	3	100
26-30	0	100	0	100	0	100
Under 26	0	100	0	100	0	100
Totals	106	100	1	100	107	100

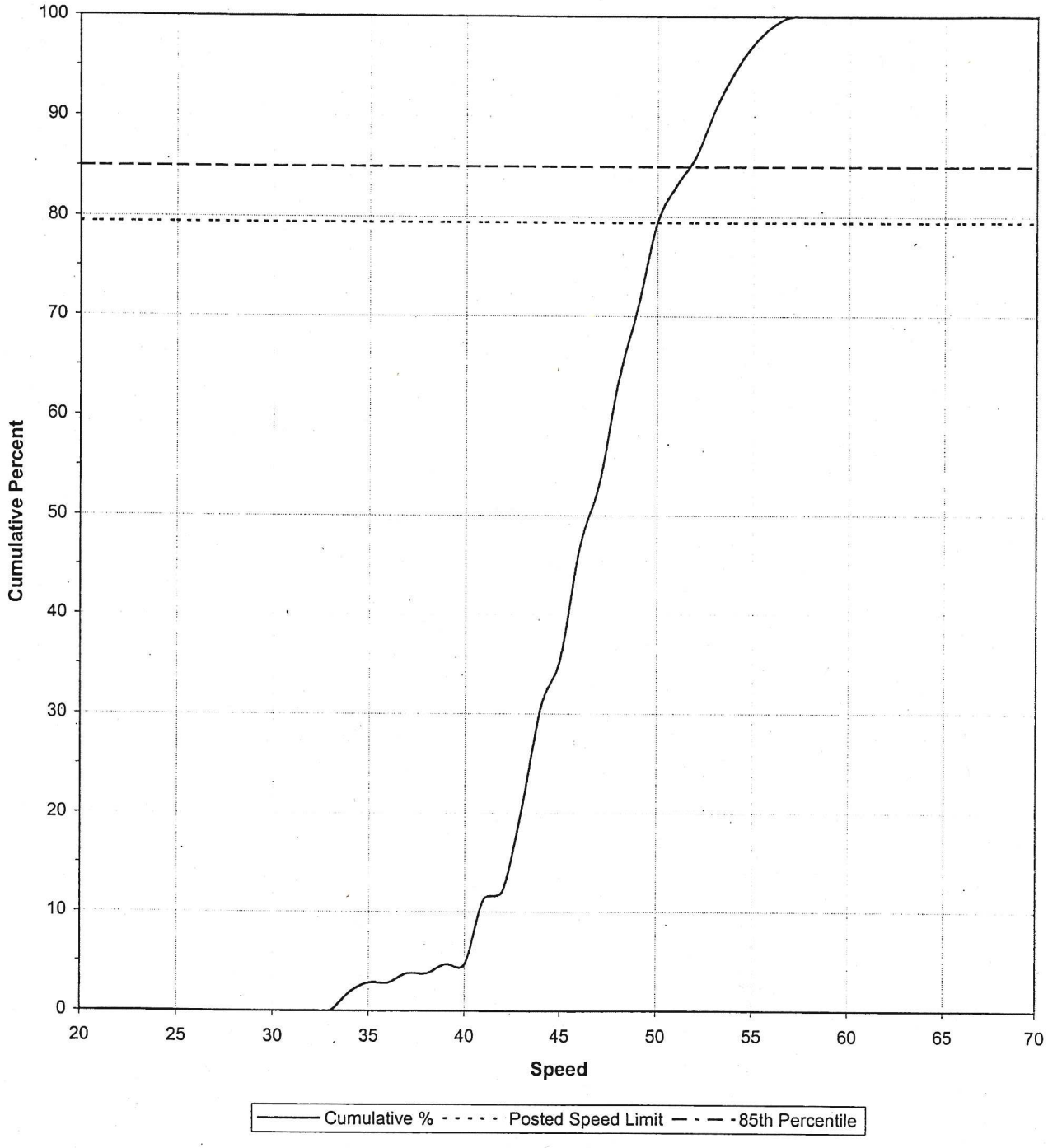
General Remarks On Traffic (Only For The Area Covered By This Spot Speed Survey)
Setup Location Description
Setup on Northbound shoulder with radar facing north.

Vermont Agency Of Transportation Spot Speed Survey Field Report

Town	Essex	Date	06/03/03
Route	VT 128	Day	Tuesday
Speed Limit	50	Time	9:26 am-10:06 am
			Survey Area
Setup No.	Two	From M.P.	0.99
Setup M.P.	0.91	To M.P.	0.92

MPH	Cars NB	Cars SB	Total Cars	Trk. & Bus NB	Trk. & Bus SB	Total Trk. & Bus	Total Vehicles	Accum. Vehicles	Accum. Percent
70								107	100.0
69								107	100.0
68								107	100.0
67								107	100.0
66								107	100.0
65								107	100.0
64								107	100.0
63								107	100.0
62								107	100.0
61								107	100.0
60								107	100.0
59								107	100.0
58								107	100.0
57		1	1				1	107	100.0
56		2	2				2	106	99.1
55	1	2	3				3	104	97.2
54	2	2	4				4	101	94.4
53	1	4	5				5	97	90.7
52	3		3				3	92	86.0
51	3	1	4				4	89	83.2
50	4	4	8	1		1	9	85	79.4
49	3	5	8				8	76	71.0
48	3	8	11				11	68	63.6
47	2	5	7				7	57	53.3
46	4	8	12				12	50	46.7
45	2	3	5				5	38	35.5
44	3	8	11				11	33	30.8
43	3	6	9				9	22	20.6
42		1	1				1	13	12.1
41		7	7				7	12	11.2
40								5	4.7
39		1	1				1	5	4.7
38								4	3.7
37		1	1				1	4	3.7
36								3	2.8
35		1	1				1	3	2.8
34		2	2				2	2	1.9
33									
32									
31									
30									
29									
28									
27									
26									
25									
24									
23									
22									
21									
Totals	34	72	106	1	0	1	107		

Spot Speed Survey Plot



VERMONT AGENCY OF TRANSPORTATION
PROJECT DEVELOPMENT DIVISION
Traffic Operations Section

To: Mary C. Spicer, Highway Research Supervisor

From: Nancy L. Avery, Regional Traffic Investigator

Date: March 31, 2003

Subject: Request for Accident Data

At your earliest convenience, please forward the information indicated below for the roadway segment(s) specified. Thank you.

__X__ Copy of computer printout from the latest 5-year accident file

__X__ Copy of accident rate, State average, critical rate, etc.

__X__ Copy of computer printout from current year's accident file (if available)

___ Copy of related accident reports

Town	Route	From-Thru Milepoints	Required for Traffic Committee
Essex	VT 128	0.25 ~ 1.50	Yes *
South Hero	US 2	3.15 ~ 3.45	Yes *

*Please include intersection information.

c : File : Essex Traffic Committee
Chrono File

G:\Traffic Committee\TC 2003\June 2003\Essex\Essex Accident Data Memo.doc

AGENCY OF TRANSPORTATION **OFFICE MEMORANDUM**

TECHNICAL SERVICES DIVISION
Highway Research Unit

TO: Nancy Avery, Regional Traffic Investigator

FROM: Mary C. Spicer, Highway Research Supervisor
By: Mandy Shatney, AOT Technician II

DATE: April 2, 2003

SUBJECT:

Essex	VT 128	0.25-1.50
South Hero	US 2	3.15-3.45

In response to your March 31, 2003 memo, I have provided you with the 1997-2001 crash listing and analysis for the influence of the highway section listed above. I offer the following information:

-The crash analysis for the 1997-2001 period does not meet HAL criteria for the section of VT 128.

-To date, there are no crashes listed in our 2002 database for this section of VT 128.

-This section was previously considered HAL in the 1992-1996 formal HAL run. There were two sections, one from 0.304 to 0.604 and the other from 1.004 to 1.304.

-There were no intersections to analyze in this section.

-There was no data for the section on US 2 in South Hero.

Please be advised: Any police crash reports that may have been provided to you, need to be returned to this office once you have completed your analysis.

Please call (2681) or email me if you have any questions.

attach

C:\BIN\ACC_SECT.WK4

VERMONT AGENCY OF TRANSPORTATION
TECHNICAL SERVICES DIVISION
HIGHWAY RESEARCH SECTION

ACCIDENT ANALYSIS: * SECTION *

ROUTE: VT 128 TOWN: ESSEX MILEPOINT: BEGIN 0.25 END 1.5 LENGTH: 1.25

F.A. SYSTEM(all caps) ART/CL-U (ART-R, ART-U, ART/CL-U or MJC-R) PROJECT NUMBER: DATE: 04/02/03 (xx/xx/xx)

BY(initials): MS CHECKED BY:

	Year	Tot. Accidents	Injury Accidents	Number of Injuries	Fat. Accidents	Number of Fatalities
1.	1997	2	0	0	0	0
2.	1998	1	1	1	0	0
3.	1999	0	0	0	0	0
4.	2000	0	0	0	0	0
5.	2001	3	1	1	0	0
	TOTALS	6	2	2	0	0

Y ← **Y or N: Are there 5 or more accidents in the 5 year period, least one accident per year in the 5 year period?**

ACCIDENT RATE: 0.709 ACC/MILLION VEHICLE MILES(MVM)

STATEWIDE RATE: 2.329 ACC/MILLION VEHICLE MILES(MVM)

CRITICAL RATE: 3.623 ACC/MILLION VEHICLE MILES(MVM)

** ACCIDENT RATE/CRITICAL RATE: 0.196 RATIO

HIGH ACCIDENT LOCATION (HAL)(RATIO > 1.000): No RANK:

SEVERITY INDEX (AVE. COST($) PER ACC.): 15,550 RANK:
STATEWIDE AVE. COST($) PER ACCIDENT: 49,135 (1996)

NOTE: For a location to be considered a HAL, a first criteria of five (5) or more accidents must have occurred in a five-year period or the equivalent of one (1) per year, and a second criteria of the HAL Ratio greater than (>) 1.000.

REMARKS:

ROUTE: VT 128 TOWN: ESSEX

M.P.:	BEGIN 0.25	END 1.50	LENGTH: 1.25	DATE: 04/02/03 (xx/xx/xx)

	AADT (midyear)	LENGTH	WEIGHT	
1.	3900	1	3900	
2.	2950	0.25	737.5	
3.			0	
4.			0	
5.			0	
6.			0	
7.			0	
8.			0	
9.			0	
10.			0	
	TOTALS	1.25	4637.5	
	WTD AADT		3710	(1994-98)
	MIL. VEH. MI.(MVM)		8.463	

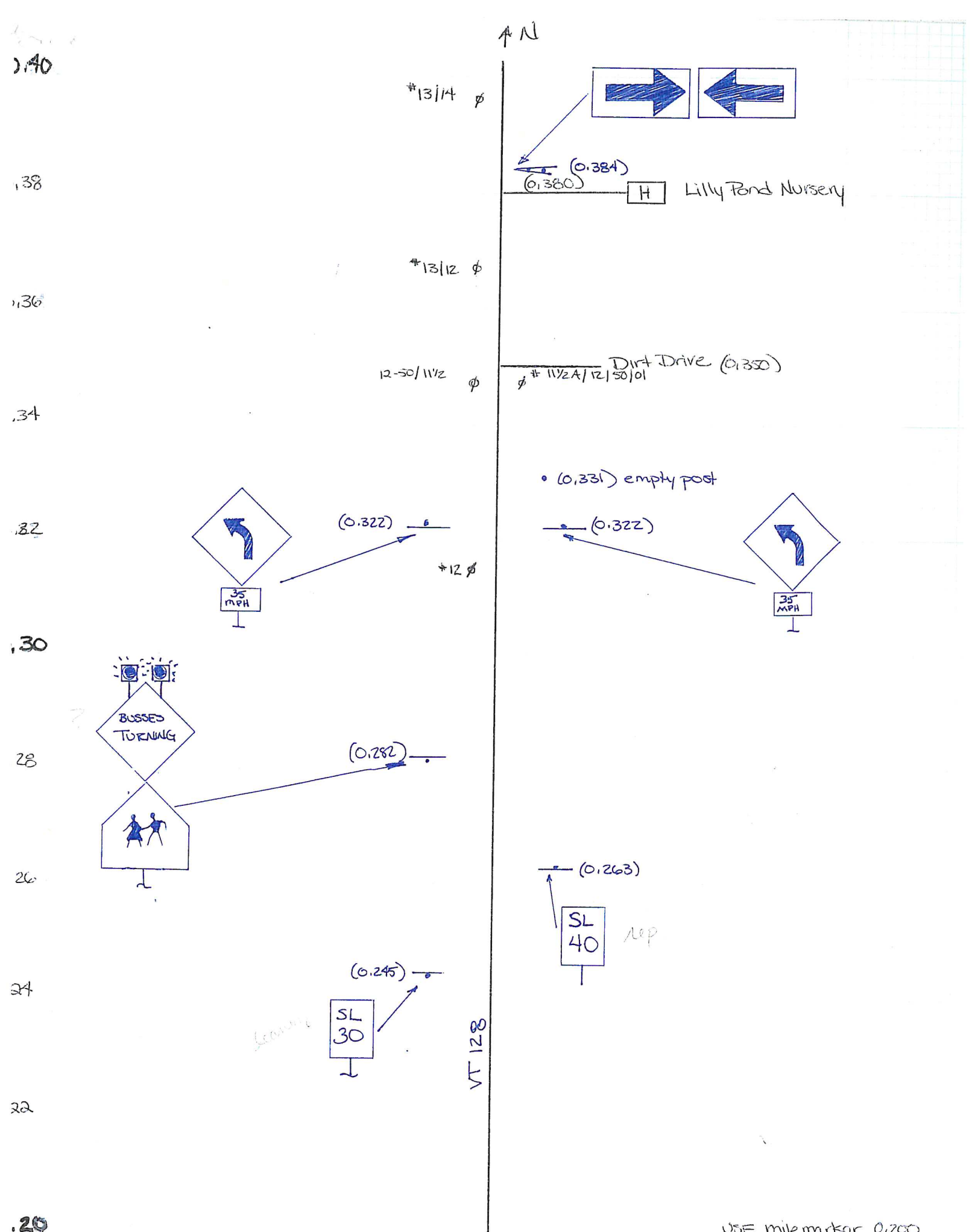
Vermont Agency of Transportation

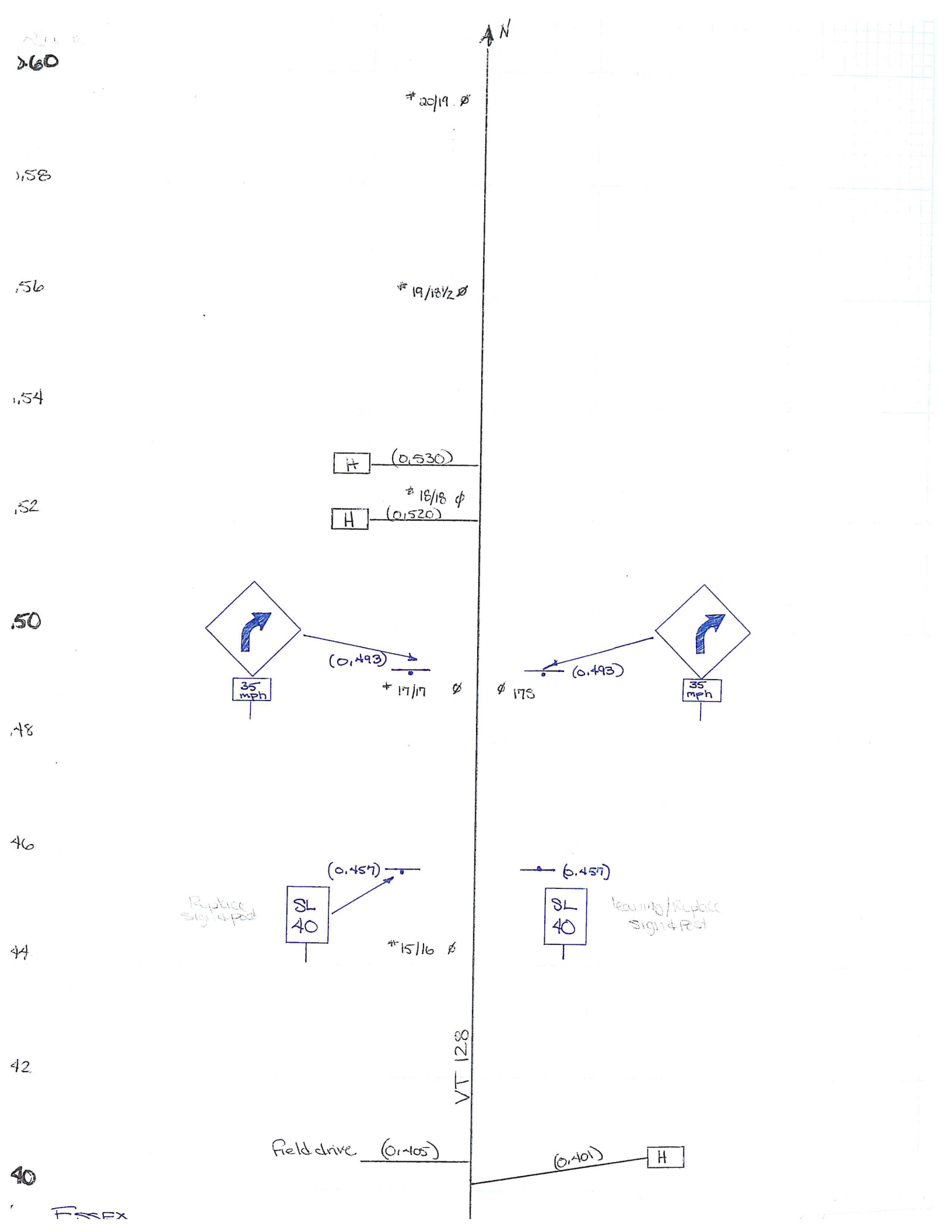
General Yearly Summaries - Summary Listing

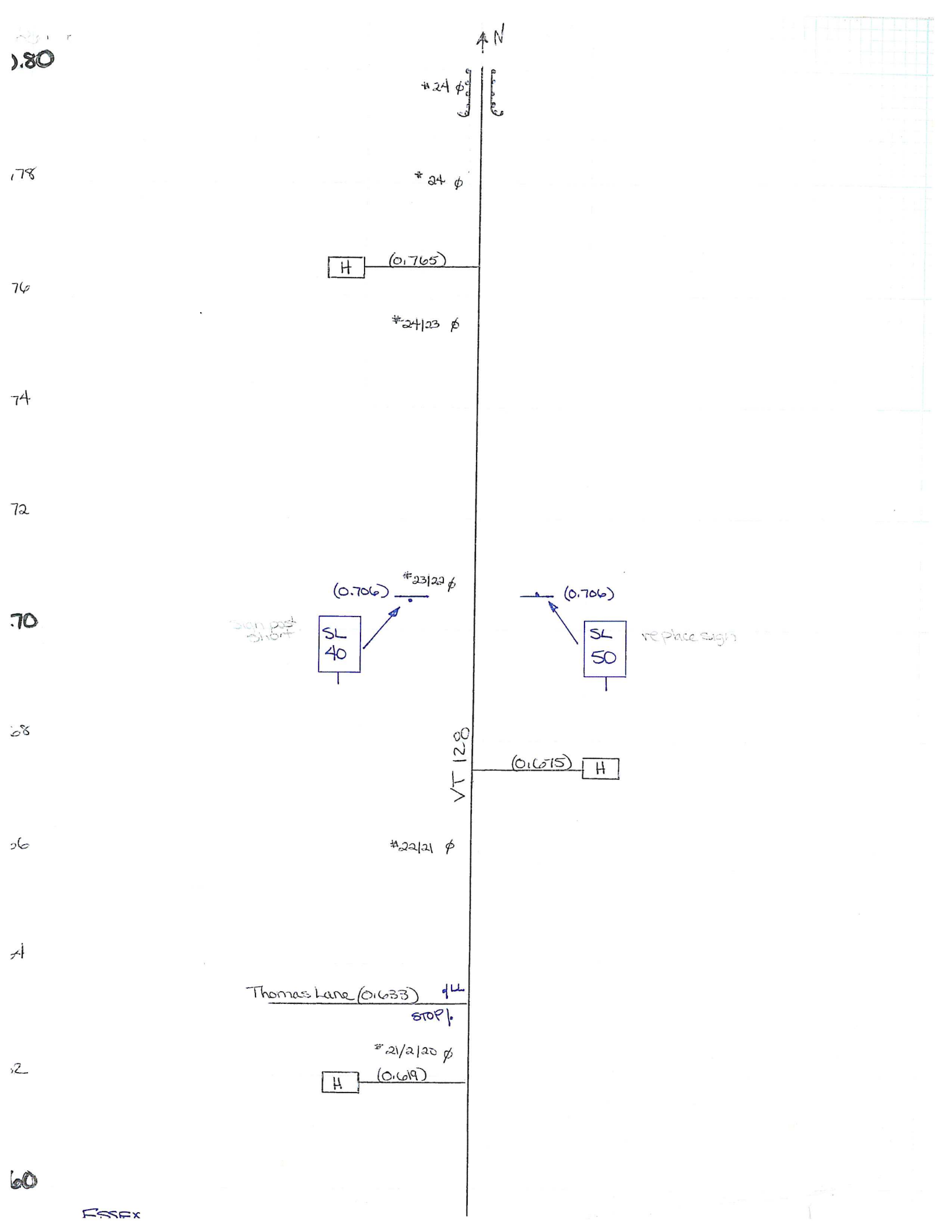
From 01/01/97 To 12/31/01 General Yearly Summaries Information

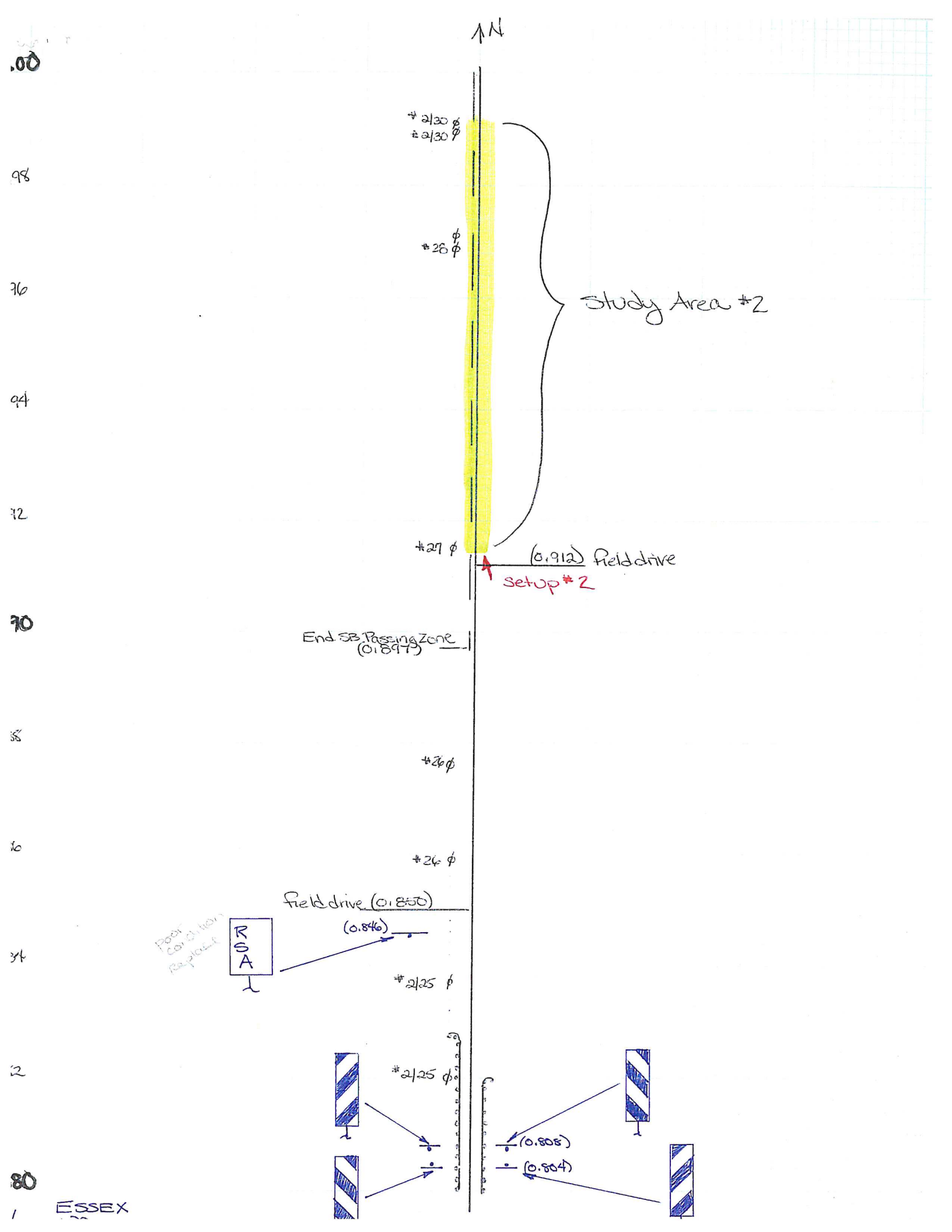
*	Reporting Agency/ Number	Town	Mile Marker	Date MM/DD/YY	Time	Weather	Contributing Circumstances	Manner Of Collision	Number Of Injuries	Number Of Fatalities	Direction	Road Group
Route: VT-128												
	0406/6036	Essex	0	08/05/1999	20:08	Rain	Disregarded traffic signs, signals, road markings	Other	2	0	W	SH
	0406/305245	Essex	0.08	12/05/1997	16:00	Cloudy	Made an improper turn	Other	1	0	N	SH
	0406/4308	Essex	0.08	01/25/1999	16:10	Clear	Followed to closely	Rear End	0	0	S	SH
	0406/301619	Essex	0.2	01/13/1997	16:00	Clear	Exceeded authorized speed limit	Head On	1	0	N	SH
	0406/305213	Essex	0.27	11/14/1997	10:00	Snow	Exceeded authorized speed limit	Rear End	0	0	S	SH
	0406/305214	Essex	0.27	11/14/1997	10:00	Unknown	Distraction caused by technology	Other	0	0	N	SH
	0406/2842	Essex	0.5	12/17/1998	05:10	Snow	Exceeded authorized speed limit, Operating defective equipment	Other	1	0	S	SH
	0406/11415-01	Essex	0.7	12/25/2001	19:33	Cloudy	Exceeded authorized speed limit, Failure to keep in proper lane or running off road	Single Vehicle Crash	0	0	N	SH
	0406/14367	Essex	1.14	03/06/2001		Unknown	Other improper action, Visibility obstructed	Other	0	0	S	SH
	0406/14133	Essex	1.27	11/02/2001	15:39	Clear	Driving to fast for conditions	Other	1	0	N	SH
	0406/11491	Essex	1.55	01/23/2001	16:30	Clear	Driving to fast for conditions	Other	1	0	S	SH
	0406/4894	Essex	2.14	06/26/1999	14:58	Clear	Made an improper turn	Other	0	1	S	SH
	0406/14365	Essex	2.93	12/18/2001	19:09	Snow	Driving to fast for conditions	Other	1	0	N	SH
	0406/14362	Essex	3.05	11/12/2001	06:13	Snow	Driving to fast for conditions	Other	2	0	W	SH
	0406/304839	Essex	3.79	10/02/1997	18:00	Clear	Other improper action	Other	0	0	N	SH
	0406/2091	Essex	3.86	07/31/1998	01:30	Unknown	Exceeded authorized speed limit	Other	1	0	N	SH
	0406/13824	Essex	3.94	12/01/2001	23:04	Cloudy	Driving to fast for conditions	Other	4	0	N	SH
	0406/304341	Essex	UNK	08/13/1997	16:00	Rain	Other improper action	Other	0	0	S	SH
	0406/569	Essex	UNK	02/06/1998	14:05	Clear	Wrong side or wrong way	Opp Direction Sideswipe	1	0	S	SH

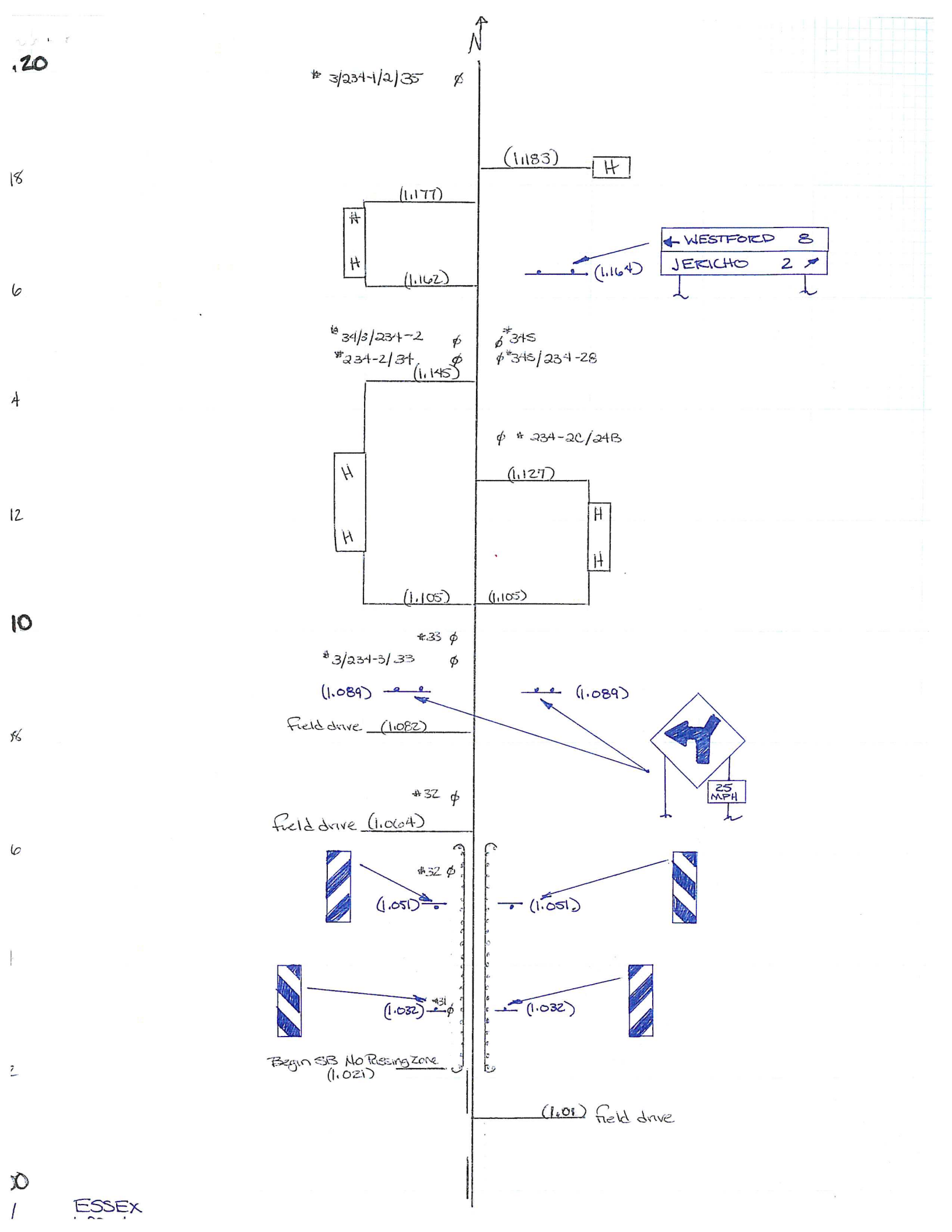
** This Accident occurred prior to the last Highway Improvment Project. This Data should not be used in an Analysis with other Accidents at the same location. UNK indicates the Location (Mile Marker) is Unknown.*

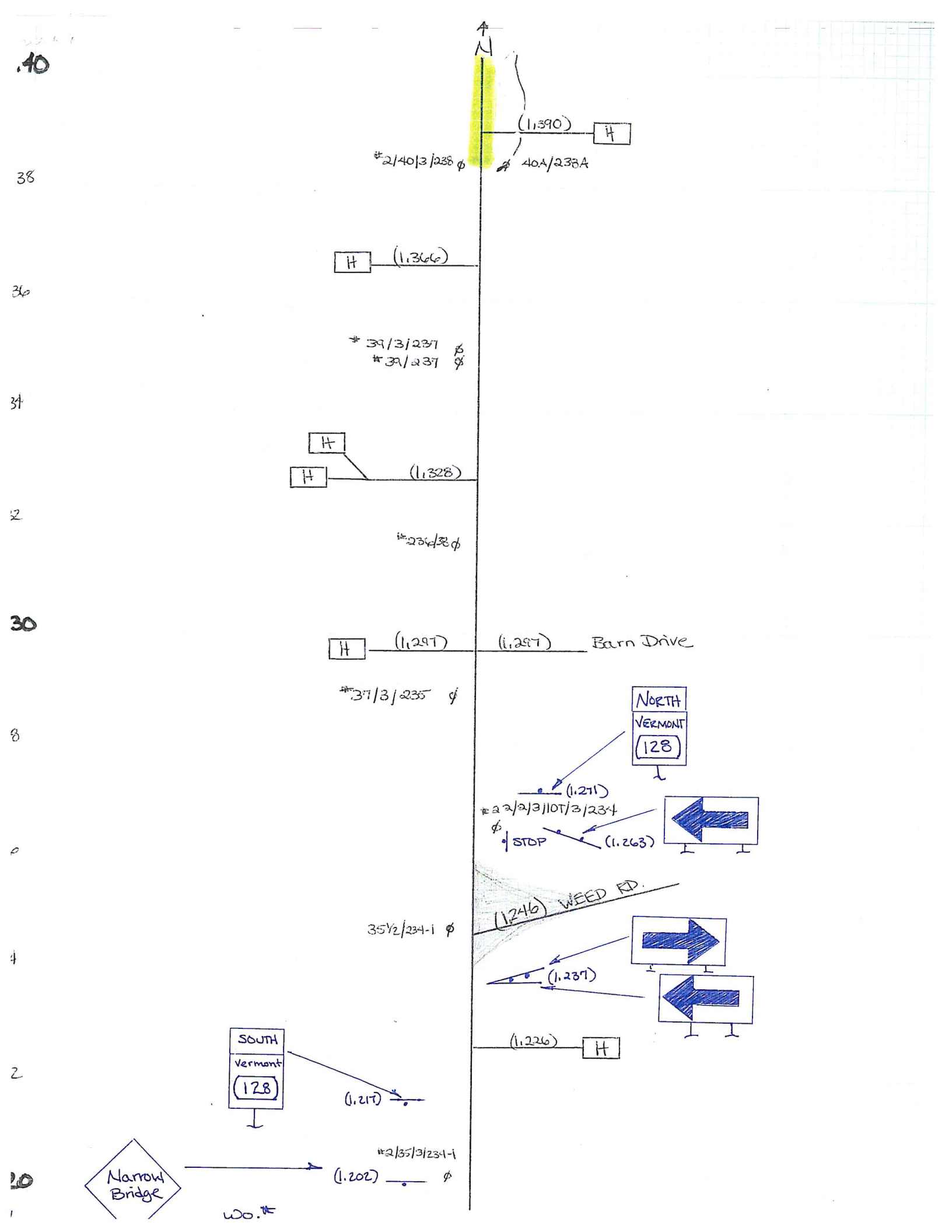

N
.40
#13/14 ϕ
(0.384)
(0.380)
H
Lilly Pond Nursery
.38
#13/12 ϕ
.36
12-50/11½
ϕ
Dirt Drive (0.350)
ϕ #11½A/12/50/01
.34
(0.331) empty post
.32
(0.322)
(0.322)
#12 ϕ
35 MPH
35 MPH
.30
BUSSES TURNING
(0.282)
28
26
(0.263)
SL 40
(0.245)
SL 30
24
VT 128
22
.20
ESSEX
USE milemarker 0.200 as start point.

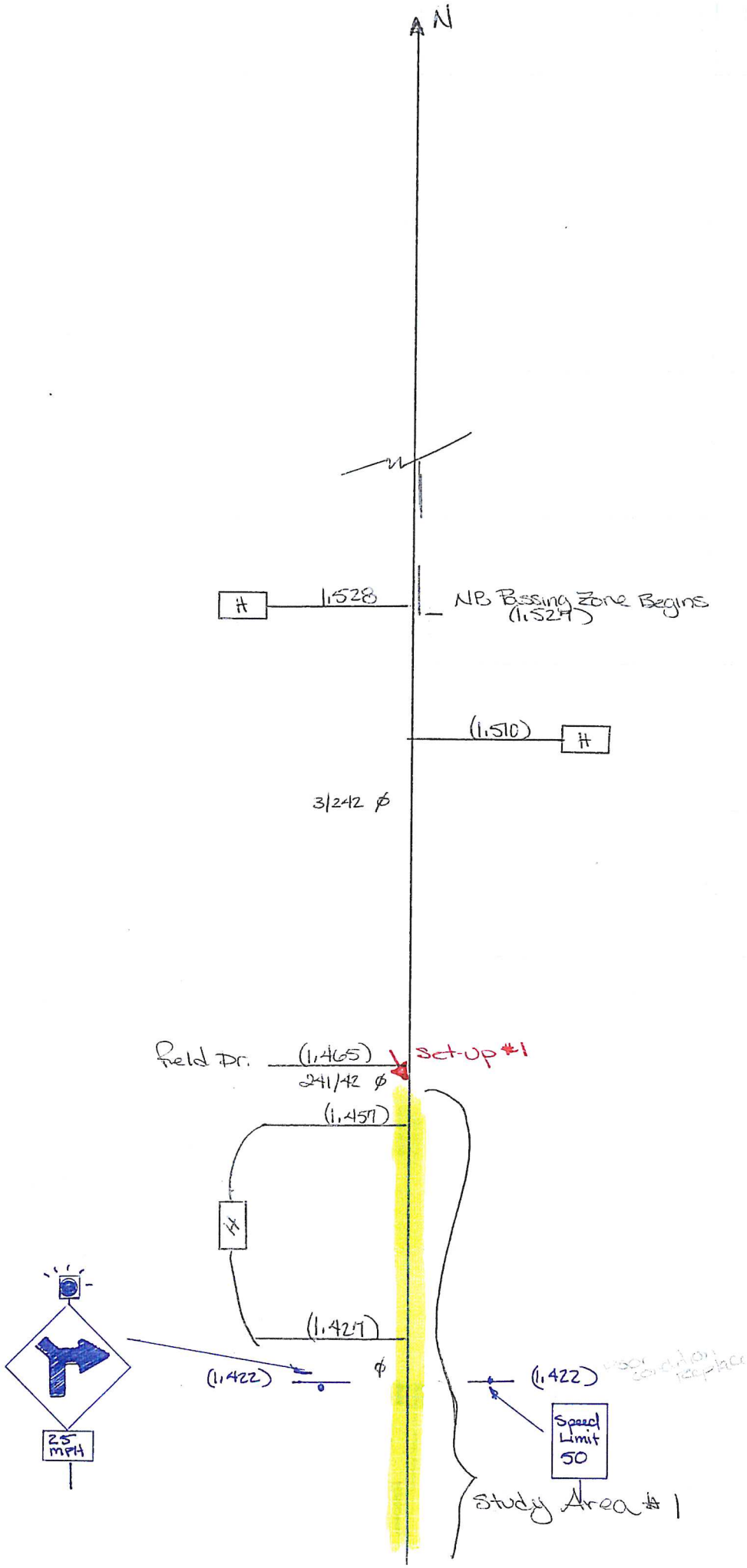

N
.60
.58
.56
.54
.52
.50
.48
.46
.44
.42
.40
20/19 ø
19/18½ ø
H (0.530)
18/18 ø
H (0.520)
(0.493)
35 mph
17/17 ø
ø 178
(0.493)
35 mph
(0.457)
SL 40
15/16 ø
(0.457)
SL 40
Replace sign & post
Leaning/Replace sign & post
VT 12.30
field drive (0.405)
(0.401)
H
Freex


N
#24 ϕ
#24 ϕ
H
(0.765)
#24/23 ϕ
(0.706)
#23/22 ϕ
SL
40
(0.706)
SL
50
replace sign
VT 120
(0.675)
H
#22/21 ϕ
Thomas Lane (0.633)
STOP
#21/20 ϕ
H
(0.619)


N
#2/30 ϕ
#2/30 ϕ
#28 ϕ
Study Area #2
#27 ϕ
(0.912) field drive
setup #2
End SB Passing Zone (0.897)
#26 ϕ
#24 ϕ
field drive (0.850)
Poor corridor Replant
RSA
(0.846)
#2/25 ϕ
#2/25 ϕ
(0.805)
(0.804)
ESSEX


N
* 3/234-1/2/35 ϕ
(1.183)
H
(1.177)
H
H
(1.162)
WESTFORD 8
JERICHO 2
(1.164)
34/3/234-2 ϕ
*234-2/34 ϕ
(1.145)
ϕ *345
ϕ *345/234-28
ϕ * 234-2C/24B
(1.127)
H
H
H
H
(1.105)
(1.105)
*33 ϕ
*3/234-3/33 ϕ
(1.089)
(1.089)
field drive (1.082)
25 MPH
*32 ϕ
field drive (1.064)
*32 ϕ
(1.051)
(1.051)
(1.032)
*31 ϕ
(1.032)
Begin SB No Passing Zone
(1.021)
(1.01) field drive
ESSEX


N
(1,390)
H
*2/40/3/238 ϕ
40A/238A
H
(1,366)
* 39/3/237 ϕ
* 39/237 ϕ
H
H
(1,328)
*236/38 ϕ
H
(1,297)
(1,297)
Barn Drive
*37/3/235 ϕ
NORTH
VERMONT
128
(1,271)
*23/2/3/10T/3/234
ϕ
STOP
(1,263)
(1,246) WEED RD.
35½/234-1 ϕ
(1,237)
SOUTH
Vermont
128
(1,226)
H
(1,217)
*2/35/3/234-1
Narrow Bridge
(1,202)
ϕ


N
1,528
NB Passing Zone Begins
(1,529)
(1,510)
3/242 ϕ
Field Dr.
(1,465)
241/42 ϕ
Set-up #1
(1,457)
(1,427)
(1,422)
ϕ
(1,422)
Speed Limit 50
25 MPH
Study Area #1

Essex

State of Vermont
Agency of Transportation
National Life Building
Drawer 33
Montpelier, VT
05633-5001

VTrans Working to Get You There

PROJECT DEVELOPMENT DIVISION
Traffic Operations Section
Amy L. Gamble
Phone: (802) 828-1055
Fax: (802) 828-2640

March 25, 2003

Patrick Scheidel, Town Manager
Town of Essex
81 Main Street
Essex Junction VT 05452

RE: Speed Limit reduction on VT 128

Dear Mr. Scheidel:

This is to acknowledge that the Traffic Operations Section has received the Town of Essex February 25, 2003 letter requesting reduction in the speed limits along VT 128 in Essex, reducing the current 40mph zone to 35mph and extending that zone easterly past the intersection with Weed Road.

Since this request is a regulatory issue, the Traffic Operations Section will conduct a traffic engineering study, as required by State law, and will forward our recommendations to the Vermont Traffic Committee, who makes the final decision. You will be notified of our recommendation 2-3 weeks prior to the Traffic Committee meeting where these issues will be discussed, in the event that you wish to attend and provide testimony on behalf of your Town.

Please do not hesitate to contact me at (802) 828-1055 if you have any questions or require additional information.

Sincerely,

Amy L. Gamble, P. E.
Traffic Systems Engineer

ALG:alg
cc: Dick Hosking, DTA #5

Traffic Committee File via ALG/SCS
Central Files

G:\Traffic Committee\TC 2003\Essex VT128 Ack Ltr.doc

Memorandum

To: Selectboard; Evan Teich, Unified Manager
From: Sarah Macy, Finance Director
Courtney Bushey, Assistant Finance Director
Re: FY23 Budget workshop
Date: December 1, 2021

Issue:
The issue is to summarize suggested changes to the budget since budget day and hold a budget workshop.

Discussion:
After the last budget work session with left with a 4.6% overall increase and a 5.4% tax levy increase. We achieved that by making the following changes to the initial proposal:

1. Removed one position in the management budget, associated benefits, training and travel. Net expenditure reduction of $141,129
2. Removed the Village revenue for Finance Director. This would go away with the Village hiring a Village Finance Director as part of the replacement plan for me leaving. This has the effect of increasing the tax levy by $28,711
3. Added use of Fund balance in the Finance Department to cover the additional costs of transition project manager $56,000; effectively decreasing the tax levy by $56k
4. Shuffled Finance Expenses between part time and professional services to more accurately reflect the structure.
5. Updated WVPK to reflect their actual request, increase $1,272
6. Updated to include Health Officer request to increase stipend, increase $4,417
7. Added use of fund balance in Police to pay for the third car replacement, effectively decreasing the tax levy by $70k
8. Reduced the Fire transfer to capital by $90k, I left $10k in there to go into the Fire Truck replacement plan which should have been increased by $5k/year FY22 and FY23 but wasn't.
9. Added the Fire per diem position back to 7/1/22, increase of $22,500

At the last work sessions the following questions and requests were made:

1. Request for supporting documentation for the requested increase to health officer pay – currently gathering data for the 12/6/21 work session.
2. Request for presentation from Essex Rescue – scheduled for 12/6/21 meeting .
3. Adjusted the staffing costs in the Town Finance department. There had been a vacant position and professional services which effectively duplicated some of the costs. I removed $56k from the professional services line. I have left the $56k use of fund balance in this budget segment to offset the impact on the tax rate while things settle out.

This change brings the overall increase down to 4.2% with a 5.0% tax levy increase.

Cost:
See attached budget sheets

Recommendation:
Staff recommends the Selectboard hold a budget work session on the FY23 budget.

Town of Essex - General Fund Budget Summary

Department Name:	FY20 Budget	FY20 Actual	FY21 Budget	FY21 Actual	FY22 Budget	FY23 Budget Proposal	Dollar Change from Prior Year	Percent Change from Prior Year
Revenues								
Property Taxes	13,550,175	13,500,305	14,010,856	13,881,245	14,265,056	14,982,273	717,217	5.0%
General Revenue	463,001	502,451	463,201	1,024,568	749,701	658,001	(91,700)	-12.2%
Administration	116,123	118,870	119,278	121,028	120,166	-	(120,166)	-100.0%
Selectboard	-	-	-	-	5,000	-	(5,000)	-100.0%
Clerk	205,900	373,029	240,250	466,874	249,205	311,185	61,980	24.9%
Finance	-	-	-	-	-	-	-	n/a
Information Technology	-	-	-	-	14,000	-	(14,000)	-100.0%
ComDev	71,600	86,910	81,800	73,685	81,800	142,510	60,710	74.2%
Police	60,000	36,228	60,000	44,470	62,200	110,200	48,000	77.2%
Animal Control	750	25	750	-	-	-	-	n/a
Pool	61,000	27,408	50,000	57,480	55,000	55,500	500	0.9%
Parks	40,000	49,675	43,000	51,000	59,000	79,000	20,000	33.9%
Seniors	-	137	500	-	-	-	-	n/a
Library	1,000	390	1,000	520	1,000	-	(1,000)	-100.0%
Public Works Admin	-	-	-	-	2,500	-	(2,500)	-100.0%
Highways	261,000	280,216	261,400	411,859	261,400	261,400	-	0.0%
Stormwater	100	61	100	69	100	100	-	0.0%
Total General Fund	**14,830,649**	**14,975,704**	**15,332,135**	**16,132,798**	**15,926,128**	**16,600,169**	**674,041**	**4.2%**
Expenditures								
General Government								
Administration	482,175	618,010	546,269	538,196	667,520	652,579	(14,941)	-2.2%
Selectboard	81,688	118,434	87,982	98,649	121,608	109,730	(11,878)	-9.8%
Clerk	267,976	238,805	273,707	267,600	274,215	308,258	34,043	12.4%
Finance	712,375	679,525	737,065	726,340	729,658	588,370	(141,288)	-19.4%
Information Technology	381,203	352,035	414,372	391,495	434,870	443,975	9,105	2.1%
Assessing	204,689	153,149	169,109	162,608	174,672	171,887	(2,785)	-1.6%
Community Development	399,757	347,230	405,589	377,239	413,063	428,851	15,788	3.8%
Economic Development	9,815	8,540	9,815	9,000	27,020	43,040	16,020	59.3%
Health & Human Services	248,864	272,122	255,829	257,264	262,246	439,812	177,566	67.7%
County Regional	476,842	472,134	499,711	483,057	502,243	520,117	17,874	3.6%
Public Safety								
Police	4,479,558	3,840,479	4,666,734	4,035,626	4,722,866	5,015,243	292,377	6.2%
Animal Control	35,319	125	36,429	2,605	39,917	39,900	(17)	0.0%
Fire	575,392	557,692	590,878	609,426	603,700	683,482	79,782	13.2%
Culture & Recreation								
Rec Admin	355,138	310,014	340,351	315,578	357,058	363,254	6,196	1.7%
Pool	140,136	123,596	141,336	107,336	141,066	142,837	1,771	1.3%
Parks	329,044	286,734	345,351	352,194	353,078	353,714	636	0.2%
Seniors	164,764	155,793	191,499	97,018	191,183	208,213	17,030	8.9%
Library	395,722	370,454	391,959	370,636	433,880	444,315	10,435	2.4%
Public Works								
Public Works Admin	184,526	190,873	207,230	269,727	276,740	210,389	(66,351)	-24.0%
Highways	3,561,906	3,572,592	3,660,507	3,718,152	3,862,142	4,082,082	219,940	5.7%
Stormwater	341,500	308,416	347,143	293,362	359,452	357,577	(1,875)	-0.5%
Buildings	462,289	423,256	477,635	418,563	455,650	484,700	29,050	6.4%
Debt								
Debt	539,973	545,717	535,635	535,635	522,281	507,844	(14,437)	-2.8%
Total General Fund	**14,830,651**	**13,945,725**	**15,332,135**	**14,437,306**	**15,926,128**	**16,600,169**	**674,041**	**4.2%**

Costing Center		110-00-00 - General Revenue - Town							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Revenues									
	010.000-Property Taxes	13,384,758	13,332,224	13,841,083	13,709,663	14,265,056	14,982,273	717,217	5.0%
	010.001-Highway Tax	165,417	168,081	169,773	171,582	-	-	-	n/a
	020.001-PILOT - Tax Agreements	12,000	10,828	11,000	10,830	11,000	11,000	-	0.0%
	020.017-Electric Car Charging Revenues	-	197	-	137	-	100	100	n/a
	020.022-Rents and Royalties	1,001	1,001	1,001	1,001	1,001	1,001	-	0.0%
	040.000-Intergov: Federal Grant	-	-	-	22,280	-	-	-	n/a
	041.000-Intergov: State and Other Grant	-	11,041	-	465,199	-	-	-	n/a
	042.001-PILOT Revenue	20,000	26,140	25,000	28,927	25,000	28,000	3,000	12.0%
	042.002-Railroad Taxes	4,200	4,672	4,400	4,672	4,400	4,600	200	4.5%
	042.003-Current Use	23,000	21,597	22,000	24,721	22,000	23,000	1,000	4.5%
	042.004-Sate Act 60 Revenue	7,800	7,949	7,800	75,886	7,800	7,800	-	0.0%
	042.005-State Act 68 Revenue	76,000	82,340	76,000	87,187	82,500	82,500	-	0.0%
	060.000-Interest Income	24,000	54,135	26,000	46,168	26,000	30,000	4,000	15.4%
	070.000-Proceeds from Sale of Assets	-	10,793	-	-	-	-	-	n/a
	085.000-Penalties	105,000	115,805	90,000	56,667	100,000	100,000	-	0.0%
	086.000-Interest	70,000	42,525	80,000	59,590	50,000	50,000	-	0.0%
	098.000-Miscellaneous Revenue	20,000	13,428	20,000	41,303	20,000	20,000	-	0.0%
	099.000-Use of Fund Balance/Reserves	100,000	100,000	100,000	100,000	400,000	300,000	(100,000)	-25.0%
Total Revenues		**14,013,176**	**14,002,755**	**14,474,057**	**14,905,813**	**15,014,757**	**15,640,274**	**625,517**	**4.2%**
Net Town General Fund		*14,013,176*	*14,002,755*	*14,474,057*	*14,905,813*	*15,014,757*	*15,640,274*	*625,517*	*4.2%*

Costing Center		110-10-10 - Administration, Town							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Revenues									
	020.002-Shared Employee Revenue	116,123	118,870	119,278	121,028	120,166	-	(120,166)	-100.0%
Total Revenues		**116,123**	**118,870**	**119,278**	**121,028**	**120,166**	**-**	**(120,166)**	**-100.0%**
Expenditure									
	110.000-Regular Salaries	293,810	337,353	338,364	344,329	388,176	358,216	(29,960)	-7.7%
	120.000-Part Time Salaries	-	-	-	-	-	-	-	n/a
	210.000-Group Insurance	62,522	56,010	63,263	76,379	96,592	97,724	1,132	1.2%
	220.000-Social Security	22,477	25,286	25,885	25,787	30,106	27,799	(2,307)	-7.7%
	230.000-Retirement	26,116	30,415	31,946	31,796	39,347	29,980	(9,367)	-23.8%
	290.000-Other Employee Benefits	900	1,324	885	300	1,180	1,110	(70)	-5.9%
	320.000-Legal Services	55,000	80,858	60,000	34,580	65,000	65,000	-	0.0%
	330.000-Professional Services	2,500	10	2,500	5,032	10,000	10,000	-	0.0%
	430.000-R&M Vehicles and Equipment	1,500	667	1,000	-	500	100	(400)	-80.0%
	442.000-Rental of Vehicles or Equipment	-	2,800	-	2,502	2,800	2,800	-	0.0%
	500.000-Training, Conferences, Dues	7,200	5,474	7,276	3,433	9,200	6,515	(2,685)	-29.2%
	505.000-Technology Subscription, Licenses	-	-	-	-	12,285	12,285	-	0.0%
	540.000-Advertising	5,000	4,444	5,000	3,246	6,500	6,500	-	0.0%
	550.000-Printing and Binding	200	-	200	395	200	200	-	0.0%
	570.000-Other Purchased Services	650	93	5,300	5,770	650	650	-	0.0%
	580.000-Travel	3,150	4,938	4,000	1,666	4,334	2,550	(1,784)	-41.2%
	610.000-General Supplies	150	77	150	2,981	150	150	-	0.0%
	755.000-Furniture and Fixtures	1,000	-	500	-	500	1,000	500	100.0%
	810.000-Appropriations to committees	-	-	-	-	-	30,000	30,000	n/a
	890.000-Federal Grant Expense	-	68,261	-	-	-	-	-	n/a
Total Expenditure		**482,175**	**618,010**	**546,269**	**538,196**	**667,520**	**652,579**	**(14,941)**	**-2.2%**
Net Town General Fund		*(366,052)*	*(499,140)*	*(426,991)*	*(417,168)*	*(547,354)*	*(652,579)*	*(105,225)*	*19.2%*
	Notes on major changes:								
	1. No longer any shared employee revenue with the Village hiring its own manager and asst manager/HR person								
	2. Assistant to the Manager Added								
	3. Appropriation to CEE $30k added here and removed from Legislative								

Costing Center		110-11-10 - Legislative, Town							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Revenues									
	099.000-Use of Fund Balance	-	-	-	-	5,000	-	(5,000)	-100.0%
Total Revenues		**-**	**-**	**-**	**-**	**5,000**	**-**	**(5,000)**	**-100.0%**
Expenditure									
	190.000-Board member payments	7,500	7,250	7,500	7,500	20,273	34,970	14,697	72.5%
	220.000-Social Security	574	555	574	574	1,551	574	(977)	-63.0%
	330.000-Professional Services	40,450	71,910	43,108	50,495	62,300	36,186	(26,114)	-41.9%
	500.000-Training, Conferences, Dues	25,164	27,538	26,300	26,022	26,284	26,800	516	2.0%
	550.000-Printing and Binding	8,000	11,181	10,500	14,058	11,200	11,200	-	0.0%
Total Expenditure		**81,688**	**118,434**	**87,982**	**98,649**	**121,608**	**109,730**	**(11,878)**	**-9.8%**
Net Town General Fund		*(81,688)*	*(118,434)*	*(87,982)*	*(98,649)*	*(116,608)*	*(109,730)*	*6,878*	*-5.9%*
	Notes on major changes:								
	1. Full year of committee stipends								
	2. Moving the CEE funding to Administration								

Costing Center		110-12-10 - Clerk							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues									
	020.003-Use of Vault	2,800	4,967	2,800	4,531	3,000	4,000	1,000	33.3%
	020.004-Recording Fees	130,000	239,122	200,000	308,102	200,000	264,000	64,000	32.0%
	020.010-Printing and Duplication Services	12,000	13,361	13,000	13,133	13,000	13,000	-	0.0%
	020.012-Sale of Maps	300	343	300	33	300	300	-	0.0%
	020.013-Sales of Certified Copy	5,500	15,067	10,000	14,875	15,000	15,000	-	0.0%
	020.014-Sale of Checklists	-	5	-	-	-	-	-	n/a
	020.023-Records Preservation	39,000	86,864	-	111,014	1,300	-	(1,300)	-100.0%
	030.001-Liquor Licenses	4,500	5,450	4,750	5,725	5,990	6,635	645	10.8%
	030.002-Hunting and Fishing	300	56	150	73	50	50	-	0.0%
	030.003-Marriage Licenses	1,500	1,250	1,500	1,320	1,300	1,300	-	0.0%
	030.004-Animal Licenses	9,000	5,961	7,000	7,774	8,665	6,300	(2,365)	-27.3%
	030.005-Green Mountain Passport	250	244	250	270	250	250	-	0.0%
	030.006-DMV Registrations	750	339	500	24	350	350	-	0.0%
Total Revenues		**205,900**	**373,029**	**240,250**	**466,874**	**249,205**	**311,185**	**61,980**	**24.9%**
Expenditure									
	110.000-Regular Salaries	115,274	95,496	119,105	91,990	94,360	99,748	5,388	5.7%
	120.000-Part Time Salaries	-	-	-	-	28,202	29,189	987	3.5%
	130.000-Overtime	6,389	4,387	6,605	4,956	6,847	7,210	363	5.3%
	210.000-Group Insurance	52,937	42,175	54,615	43,090	44,298	46,048	1,750	4.0%
	220.000-Social Security	9,307	7,079	9,616	7,122	10,120	10,629	509	5.0%
	230.000-Retirement	9,049	9,138	9,846	9,671	10,408	9,054	(1,354)	-13.0%
	290.000-Other Employee Benefits	600	600	600	600	600	600	-	0.0%
	430.000-R&M Vehicles and Equipment	120	-	120	109	120	120	-	0.0%
	442.000-Rental of Vehicles or Equipment	-	2,105	-	2,351	-	2,400	2,400	n/a
	500.000-Training, Conferences, Dues	2,200	1,558	2,200	569	2,500	1,500	(1,000)	-40.0%
	505.000-Technology Subscriptions, Licenses	15,600	14,460	15,000	14,460	14,460	14,460	-	0.0%
	570.023-Records Preservation	-	1,933	-	2,169	1,300	-	(1,300)	-100.0%
	580.000-Travel	500	-	500	-	1,000	1,000	-	0.0%
	610.000-General Supplies	2,000	2,099	1,500	2,710	2,000	2,500	500	25.0%
	820.000-Election Expenses	4,000	7,775	4,000	37,803	8,000	33,800	25,800	322.5%
	900.000-Transfer between Town/Village	50,000	50,000	50,000	50,000	50,000	50,000	-	0.0%
Total Expenditure		**267,976**	**238,805**	**273,707**	**267,600**	**274,215**	**308,258**	**34,043**	**12.4%**
Net Town General Fund		*(62,076)*	*134,224*	*(33,457)*	*199,274*	*(25,010)*	*2,927*	*27,937*	*-111.7%*

Costing Center		**110-12-10 - Clerk**							
	Notes on major changes:								
	1. Increase to recording fee revenues								
	2. Increase to election expenses to account for continuing mailed ballots								
	3. Of note: This costing center brings in non-tax revenue in excess of total costs making it fully self reliant								

Costing Center		110-13-10 - Finance, Town							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues									
	020.002-Shared Employee Revenue	-	-	-	-	-	-	-	n/a
	Use of Fund Balance	-	-	-	-	-	56,000	56,000	n/a
Total Revenues		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**n/a**
Expenditure									
	110.000-Regular Salaries	186,056	189,348	199,065	196,235	195,860	207,820	11,960	6.1%
	120.000-Part Time Salaries	-	-	-	-	7,763	20,280	12,517	161.2%
	130.000-Overtime	3,184	268	3,287	883	1,008	1,064	56	5.6%
	210.000-Group Insurance	47,798	44,159	51,266	46,277	50,760	51,623	863	1.7%
	220.000-Social Security	14,477	14,398	15,479	15,154	15,902	17,795	1,893	11.9%
	230.000-Retirement	17,978	18,522	19,485	19,344	20,010	17,493	(2,517)	-12.6%
	290.000-Other Employee Benefits	765	940	765	765	765	765	-	0.0%
	330.000-Professional Services	-	-	-	4,623	-	7,150	7,150	n/a
	335.000-Audit	18,750	18,750	16,155	16,780	18,435	19,500	1,065	5.8%
	442.000-Rental of Vehicles or Equipment	-	1,699	2,000	1,702	2,000	2,000	-	0.0%
	500.000-Training, Conferences, Dues	3,500	1,595	1,500	3,595	2,000	3,720	1,720	86.0%
	505.000-Technology Subscription, Licenses	-	-	-	21,694	16,991	19,140	2,149	12.6%
	520.000-Insurance	407,817	371,284	405,000	391,807	390,000	209,920	(180,080)	-46.2%
	530.000-Communications	-	-	-	-	564	-	(564)	-100.0%
	550.000-Printing and Binding	4,000	5,209	5,200	3,397	3,400	3,400	-	0.0%
	560.000-Postage	3,100	3,022	3,100	3,070	3,100	3,100	-	0.0%
	570.000-Other Purchased Services	3,700	8,920	13,513	-	-	-	-	n/a
	580.000-Travel	500	293	500	203	100	2,600	2,500	2500.0%
	610.000-General Supplies	750	968	750	811	1,000	1,000	-	0.0%
	755.000-Furniture and Fixtures	-	150	-	-	-	-	-	n/a
Total Expenditure		**712,375**	**679,525**	**737,065**	**726,340**	**729,658**	**588,370**	**(141,288)**	**-19.4%**
Net Town General Fund		*(712,375)*	*(679,525)*	*(737,065)*	*(726,340)*	*(729,658)*	*(588,370)*	*141,288*	*-19.4%*
	Notes on major changes:								
	1. Staffing - addition of part time role for transition project manager for the separation of shared finance								
	2. Added the shared employee revenue to this costing center (previously in admin) for the finance director from the Village enterprise funds								
	3. Reducation in insurnace with the Police portion of WC, Unemployment, and Property/Liability into that costing segment for contractual costing purposes								

Costing Center		110-14-10 - Information Technology							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues									
	Contribution from Village WWTF					14,000	-	(14,000)	-100.0%
Total Revenues		**-**	**-**	**-**	**-**	**14,000**	**-**	**(14,000)**	**-100.0%**
Expenditure									
	110.000-Regular Salaries	192,765	181,861	199,173	197,933	205,799	216,925	11,126	5.4%
	120.000-Part Time Salaries	-	-	-	-	-	-	-	n/a
	210.000-Group Insurance	68,241	52,229	70,269	49,892	70,580	72,729	2,149	3.0%
	220.000-Social Security	14,746	13,569	15,237	15,140	15,985	16,831	846	5.3%
	230.000-Retirement	17,308	17,075	18,535	18,730	19,406	17,956	(1,450)	-7.5%
	290.000-Other Employee Benefits	900	-	900	700	900	900	-	0.0%
	330.000-Professional Services	7,500	4,495	7,500	4,243	8,500	5,000	(3,500)	-41.2%
	432.000-R&M Technology	25,578	10,946	22,450	1,812	8,000	8,000	-	0.0%
	500.000-Training, Conferences, Dues	5,500	469	9,400	-	12,700	10,200	(2,500)	-19.7%
	505.000-Technology Subscription, Licenses	-	-	-	-	51,000	61,934	10,934	21.4%
	580.000-Travel	1,000	111	500	-	500	500	-	0.0%
	735.000-Technology: Hardware, Software, Equipment	43,815	67,430	66,408	99,045	37,500	29,000	(8,500)	-22.7%
	920.000-Transfer between funds (capital)	3,850	3,850	4,000	4,000	4,000	4,000	-	0.0%
Total Expenditure		**381,203**	**352,035**	**414,372**	**391,495**	**434,870**	**443,975**	**9,105**	**2.1%**
Net Town General Fund		*(381,203)*	*(352,035)*	*(414,372)*	*(391,495)*	*(420,870)*	*(443,975)*	*(23,105)*	*5.5%*
	Notes on Major Changes:								
	1. Loss of contribution from Village enterprise funds								

Costing Center		110-15-10 - Assessing							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Expenditure									
	110.000-Regular Salaries	127,587	104,130	113,403	113,701	80,507	85,934	5,427	6.7%
	120.000-Part Time Salaries	-	-	-	-	35,353	37,297	1,944	5.5%
	130.000-Overtime	-	-	-	-	-	-	-	n/a
	210.000-Group Insurance	45,470	21,737	23,491	21,606	22,900	23,360	460	2.0%
	220.000-Social Security	9,761	7,867	8,675	8,582	8,973	9,534	561	6.3%
	230.000-Retirement	12,121	9,992	11,340	11,129	11,729	10,282	(1,447)	-12.3%
	290.000-Other Employee Benefits	600	-	300	-	300	300	-	0.0%
	330.000-Professional Services	3,300	2,678	3,300	1,539	-	300	300	n/a
	430.000-R&M Vehicles and Equipment	1,000	433	1,000	-	500	-	(500)	-100.0%
	500.000-Training, Conferences, Dues	1,450	1,443	3,200	2,961	1,010	1,115	105	10.4%
	505.000-Technology Subscription, Licenses	-	-	-	-	10,000	3,515	(6,485)	-64.9%
	540.000-Advertising	150	-	150	-	150	-	(150)	-100.0%
	580.000-Travel	100	58	100	-	100	100	-	0.0%
	610.000-General Supplies	150	1,609	150	90	150	150	-	0.0%
	755.000-Furniture and Fixtures	-	201	1,000	-	-	-	-	n/a
	920.000-Transfer between funds (capital)	3,000	3,000	3,000	3,000	3,000	-	(3,000)	-100.0%
Total Expenditure		**204,689**	**153,149**	**169,109**	**162,608**	**174,672**	**171,887**	**(2,785)**	**-1.6%**
Net Town General Fund		*(204,689)*	*(153,149)*	*(169,109)*	*(162,608)*	*(174,672)*	*(171,887)*	*2,785*	*-1.6%*
	Notes on Major Changes:								
	1. Reduction from 2 to 1 fleet vehicles								

Costing Center		110-16-10 - Community Development, Town							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues									
	020.005-Zoning Hearing Fees	1,000	1,890	1,200	2,937	1,200	1,500	300	25.0%
	020.006-Subdivision Filing Fees	11,000	5,090	9,500	8,405	9,500	11,500	2,000	21.1%
	020.007-Zoning Ordinance Pamphlets	100	-	100	3	100	260	160	160.0%
	020.008-CO Inspections and Re-Inspections	9,500	13,195	11,000	10,090	11,000	13,250	2,250	20.5%
	020.009-CO Compliance Certification	-		-	-	-	6,000	6,000	n/a
	030.007-Building Structures	50,000	66,735	60,000	52,250	60,000	110,000	50,000	83.3%
Total Revenues		**71,600**	**86,910**	**81,800**	**73,685**	**81,800**	**142,510**	**60,710**	**74.2%**
Expenditure									
	110.000-Regular Salaries	254,698	213,246	248,386	250,042	228,147	240,973	12,826	5.6%
	120.000-Part Time Salaries	-	-	-	-	27,668	29,190	1,522	5.5%
	130.000-Overtime	-	-	-	-	-	-	-	n/a
	210.000-Group Insurance	57,626	52,869	70,401	54,457	57,636	58,750	1,114	1.9%
	220.000-Social Security	19,485	15,954	19,002	18,513	19,855	20,946	1,091	5.5%
	230.000-Retirement	21,048	19,239	23,400	23,356	24,457	22,392	(2,065)	-8.4%
	290.000-Other Employee Benefits	900	302	900	968	900	900	-	0.0%
	330.000-Professional Services	12,500	16,075	12,500	-	15,200	16,200	1,000	6.6%
	430.000-R&M Vehicles and Equipment	1,000	313	1,000	60	500	500	-	0.0%
	500.000-Training, Conferences, Dues	4,000	3,227	3,500	1,254	5,000	5,000	-	0.0%
	540.000-Advertising	6,000	3,794	4,500	3,692	6,000	6,000	-	0.0%
	550.000-Printing and Binding	500	-	500	6,175	500	500	-	0.0%
	580.000-Travel	3,000	-	2,500	-	3,000	3,000	-	0.0%
	610.000-General Supplies	1,000	4,211	1,000	722	1,200	1,500	300	25.0%
	831.000-Special or New Programs	-	-	-	-	5,000	5,000	-	0.0%
	910.000-Transfer between funds (non-capital)	15,000	15,000	15,000	15,000	15,000	15,000	-	0.0%
	920.000-Transfer between funds (capital)	3,000	3,000	3,000	3,000	3,000	3,000	-	0.0%
Total Expenditure		**399,757**	**347,230**	**405,589**	**377,239**	**413,063**	**428,851**	**15,788**	**3.8%**
Net Town General Fund		*(328,157)*	*(260,320)*	*(323,789)*	*(303,553)*	*(331,263)*	*(286,341)*	*44,922*	*-13.6%*
	Notes on Major Changes:								
	1. Revision to fee schedule reflected in the FY23 budgeted revenue								

Costing Center		110-17-10 - Economic Development, Town							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Expenditure									
	120.000-Part Time Salaries	-	-	-	-	14,352	29,206	14,854	103.5%
	220.000-Social Security	-	-	-	-	1,098	2,234	1,136	103.5%
	540.000-Advertising	-	-	-	-	500	500	-	0.0%
	800.104-Chamber of Commerce	1,040	1,040	1,040	800	1,070	1,100	30	2.8%
	800.105-Greater Burlington Industrial Corporation	7,000	7,000	7,000	7,000	7,000	7,000	-	0.0%
	800.110-Economic Development Committee	1,775	500	1,775	1,200	3,000	3,000	-	0.0%
Total Expenditure		**9,815**	**8,540**	**9,815**	**9,000**	**27,020**	**43,040**	**16,020**	**59.3%**
Net Town General Fund		*(9,815)*	*(8,540)*	*(9,815)*	*(9,000)*	*(27,020)*	*(43,040)*	*(16,020)*	*59.3%*
	Notes on Major Changes:								
	1. Full year of economic development coordinator which started half year FY22 budget; part time								

Costing Center		110-19-10 - County and Regional Functions							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Expenditure									
	800.101-Chittenden County Regional Planning Commission	24,624	24,624	25,072	24,788	24,486	25,100	614	2.5%
	800.102-Green Mountain Transit	267,726	267,726	283,484	276,088	290,392	302,450	12,058	4.2%
	800.103-County Tax	126,749	122,041	131,692	122,718	125,835	127,780	1,945	1.5%
	800.109-Winooski Valley Park District	57,743	57,743	59,463	59,463	61,530	64,787	3,257	5.3%
Total Expenditure		**476,842**	**472,134**	**499,711**	**483,057**	**502,243**	**520,117**	**17,874**	**3.6%**
Net Town General Fund		*(476,842)*	*(472,134)*	*(499,711)*	*(483,057)*	*(502,243)*	*(520,117)*	*(17,874)*	*3.6%*

Costing Center		110-18-10 - Health and Human Services							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Expenditure									
	330.000-Professional Services	16,258	16,016	16,827	16,256	17,205	22,224	5,019	29.2%
	500.000-Training, Conferences, Dues	-	-	100	386	100	200	100	100.0%
	530.000-Communications	-	-	780	-	780	780	-	0.0%
	800.100-Human Service Grants	148,306	171,806	153,322	155,822	159,261	166,562	7,301	4.6%
	800.106-Essex Rescue	76,300	76,300	76,300	76,300	76,300	241,046	164,746	215.9%
	800.107-Essex Jct. Cemetery Association	5,000	5,000	5,000	5,000	5,000	5,000	-	0.0%
	800.108-E.C. Historical Museum	3,000	3,000	3,500	3,500	3,600	4,000	400	11.1%
Total Expenditure		**248,864**	**272,122**	**255,829**	**257,264**	**262,246**	**439,812**	**177,566**	**67.7%**
Net Town General Fund		*(248,864)*	*(272,122)*	*(255,829)*	*(257,264)*	*(262,246)*	*(439,812)*	*(177,566)*	*67.7%*

Calculation for Human Services	
Total Budget	16,656,169
Less: current Human Services	166,562
99% of total	16,489,607
Total	16,656,169
Human services	166,562

Notes on Major Changes:

1. Essex Rescue asked for large increase

Costing Center	110-20-10 - Police, Operating							
	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues								
020.018-Special Police Services	60,000	34,325	60,000	41,674	60,000	40,000	(20,000)	-33.3%
020.019-VIN Verifications	-	280	-	215	200	200	-	0.0%
040.800-OJP - Ballistic Vest Grant	-	1,623	-	2,581	-	-	-	n/a
099.000-Use of Fund Balance	-	-	-	-	2,000	70,000	68,000	3400.0%
Total Revenues	**60,000**	**36,228**	**60,000**	**44,470**	**62,200**	**110,200**	**48,000**	**77.2%**
Expenditure								
SUMMARY-Regular Salaries	*2,553,719*	*2,248,356*	*2,678,295*	*2,395,810*	*2,558,575*	*2,693,444*	*134,869*	*5.3%*
SUMMARY-Part Time Salaries	-	-	-	-	*134,586*	*133,144*	*(1,442)*	*-1.1%*
SUMMARY-Overtime	*276,375*	*214,527*	*277,440*	*206,068*	*290,679*	*300,135*	*9,456*	*3.3%*
SUMMARY-Group Insurance	*776,684*	*543,365*	*808,050*	*552,886*	*763,355*	*769,007*	*5,652*	*0.7%*
SUMMARY-Social Security	*216,503*	*187,678*	*227,948*	*195,235*	*237,339*	*242,369*	*5,030*	*2.1%*
SUMMARY-Retirement	*253,477*	*221,467*	*263,514*	*228,459*	*285,925*	*304,798*	*18,873*	*6.6%*
SUMMARY-Other Employee Benefits	*9,800*	*8,316*	*11,100*	*10,542*	*11,400*	*11,400*	-	*0.0%*
SUMMARY-Allowance for Vacancies	-	-	-	-	-	*(191,857)*	*(191,857)*	*n/a*
330.000-Professional Services	31,000	51,674	40,440	66,735	55,000	65,096	10,096	18.4%
430.000-R&M Vehicles and Equipment	40,500	56,086	42,000	52,752	43,000	24,000	(19,000)	-44.2%
432.000-R&M Technology	55,050	38,550	55,050	27,812	25,050	25,050	-	0.0%
442.000-Rental of Vehicles or Equipment	-	4,474	5,000	4,354	5,000	5,000	-	0.0%
500.000-Training, Conferences, Dues	23,400	23,446	23,720	31,743	25,500	27,500	2,000	7.8%
505.000-Technology Subscription, Licenses	-	-	-	-	46,680	46,680	-	0.0%
510.000-Permits, Licenses, Registrations	100	-	175	167	175	175	-	0.0%
520.000-Insurance	-	-	-	-	-	231,452	231,452	n/a
530.000-Communications	38,850	37,478	38,850	46,050	31,850	31,850	-	0.0%
540.000-Advertising	600	295	600	6,320	600	600	-	0.0%
550.000-Printing and Binding	2,500	2,777	2,500	1,143	2,500	2,000	(500)	-20.0%
580.000-Travel	7,800	5,849	5,500	483	6,500	6,500	-	0.0%
610.000-General Supplies	21,748	13,980	13,200	9,408	13,200	13,200	-	0.0%
611.000-Small Tools and Equipment	10,252	5,487	10,252	4,368	10,252	8,000	(2,252)	-22.0%
612.000-Uniforms	36,400	37,921	36,400	42,740	37,500	37,500	-	0.0%
613.000-Program Supplies	-	1,961	1,500	3,504	2,000	3,000	1,000	50.0%
735.000-Technology: Hardware, Software, Equipment	20,000	31,495	20,000	43,385	20,000	20,000	-	0.0%
751.000-Vehicle Purchases	84,000	86,649	84,000	86,752	85,000	159,000	74,000	87.1%
830.000-Regular Programs	5,000	1,968	5,000	2,710	5,000	5,000	-	0.0%
910.000-Transfer between funds (non-capital)	15,800	16,680	16,200	16,200	16,200	26,200	10,000	61.7%
920.000-Transfer between funds (capital)	-	-	-	-	10,000	15,000	5,000	50.0%
Total Expenditure	**4,479,558**	**3,840,479**	**4,666,734**	**4,035,626**	**4,722,866**	**5,015,243**	**292,377**	**6.2%**
Net Town General Fund	*(4,419,558)*	*(3,804,251)*	*(4,606,734)*	*(3,991,156)*	*(4,660,666)*	*(4,905,043)*	*(244,377)*	*5.2%*

Costing Center		**110-20-11 - Police, Administration**							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Expenditure									
	110.000-Regular Salaries	353,569	294,891	343,223	422,987	352,899	422,659	69,760	19.8%
	120.000-Part Time Salaries	-	-	-	-	30,847	27,664	(3,183)	-10.3%
	130.000-Overtime	-	-	-	861	-	5,182	5,182	n/a
	210.000-Group Insurance	99,199	67,064	86,747	73,304	98,695	124,632	25,937	26.3%
	220.000-Social Security	27,048	21,949	26,257	30,162	29,763	35,357	5,594	18.8%
	230.000-Retirement	34,301	29,676	27,573	38,815	39,406	46,123	6,717	17.0%
	290.000-Other Employee Benefits	1,200	974	900	1,429	1,200	1,500	300	25.0%
	199.000-Allowance for Vacancies	-	-	-	-	-	-	-	n/a
Total Expenditure		**515,317**	**414,554**	**484,700**	**567,558**	**552,810**	**663,117**	**110,307**	**20.0%**
Net Town General Fund		*(515,317)*	*(414,554)*	*(484,700)*	*(567,558)*	*(552,810)*	*(663,117)*	*(110,307)*	*20.0%*
Costing Center		**110-20-12 - Police, Dispatch**							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Expenditure									
	110.000-Regular Salaries	353,893	316,037	410,654	357,452	354,417	343,120	(11,297)	-3.2%
	120.000-Part Time Salaries	-	-	-	-	50,231	50,704	473	0.9%
	130.000-Overtime	62,485	44,533	54,240	44,828	46,915	48,176	1,261	2.7%
	210.000-Group Insurance	106,227	78,991	104,544	97,946	99,396	91,945	(7,451)	-7.5%
	220.000-Social Security	31,854	26,794	35,564	29,518	34,331	34,165	(166)	-0.5%
	230.000-Retirement	32,212	28,604	34,288	27,681	34,575	34,868	293	0.8%
	290.000-Other Employee Benefits	1,250	1,140	1,500	2,000	1,500	1,500	-	0.0%
	199.000-Allowance for Vacancies	-	-	-	-	-	(36,269)	(36,269)	n/a
Total Expenditure		**587,921**	**496,099**	**640,790**	**559,425**	**621,365**	**568,209**	**(53,156)**	**-8.6%**
Net Town General Fund		*(587,921)*	*(496,099)*	*(640,790)*	*(559,425)*	*(621,365)*	*(568,209)*	*53,156*	*-8.6%*

Costing Center	110-20-13 - Police, Investigations Div							
	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Expenditure								
110.000-Regular Salaries	317,476	338,610	353,786	344,633	388,812	382,880	(5,932)	-1.5%
130.000-Overtime	19,066	25,905	29,553	29,437	29,327	30,354	1,027	3.5%
210.000-Group Insurance	114,526	99,332	118,738	101,709	104,287	107,522	3,235	3.1%
220.000-Social Security	25,745	28,411	27,872	28,706	31,075	32,046	971	3.1%
230.000-Retirement	28,077	33,658	33,040	34,845	37,061	39,248	2,187	5.9%
290.000-Other Employee Benefits	1,250	1,450	1,500	1,750	1,500	1,500	-	0.0%
199.000-Allowance for Vacancies	-	-	-	-	-	-	-	n/a
Total Expenditure	**506,140**	**527,366**	**564,489**	**541,080**	**592,062**	**593,550**	**1,488**	**0.3%**
Net Town General Fund	*(506,140)*	*(527,366)*	*(564,489)*	*(541,080)*	*(592,062)*	*(593,550)*	*(1,488)*	*0.3%*

Costing Center	110-20-14 - Police, Patrol							
	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Expenditure								
110.000-Regular Salaries	1,528,781	1,298,818	1,570,632	1,270,737	1,462,447	1,544,785	82,338	5.6%
120.000-Part Time Salaries	-	-	-	-	53,508	54,776	1,268	2.4%
130.000-Overtime	194,824	144,089	193,647	130,942	214,437	216,423	1,986	0.9%
210.000-Group Insurance	456,732	297,978	498,021	279,928	460,977	444,908	(16,069)	-3.5%
220.000-Social Security	131,856	110,524	138,255	106,850	142,170	140,801	(1,369)	-1.0%
230.000-Retirement	158,887	129,529	168,613	127,117	174,883	184,559	9,676	5.5%
290.000-Other Employee Benefits	6,100	4,752	7,200	5,363	7,200	6,900	(300)	-4.2%
199.000-Allowance for Vacancies	-	-	-	-	-	(155,588)	(155,588)	n/a
Total Expenditure	**2,477,180**	**1,985,690**	**2,576,368**	**1,920,937**	**2,515,622**	**2,437,564**	**(78,058)**	**-3.1%**
Net Town General Fund	*(2,477,180)*	*(1,985,690)*	*(2,576,368)*	*(1,920,937)*	*(2,515,622)*	*(2,437,564)*	*78,058*	*-3.1%*

Notes on major changes:

1. Addition of WC, unemployment and Property/liability insurance to this costing center
2. Three vehicle replacement year
3. Additional funding for the CJC
4. Introduction of contra-expenditure allowance for vacancies

Costing Center		110-20-15 - Police, Animal Control							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Revenues									
	020.021-Animal Control Revenues	750	25	750	-	-	-	-	n/a
Total Revenues		**750**	**25**	**750**	**-**	**-**	**-**	**-**	**n/a**
Expenditure									
	120.000-Part Time Salaries	-	-	-	-	33,806	-	(33,806)	-100.0%
	130.000-Overtime	-	-	-	-	488	-	(488)	-100.0%
	220.000-Social Security	-	-	-	-	2,623	-	(2,623)	-100.0%
	330.000-Professional Services	31,719	-	32,829	205	-	37,000	37,000	n/a
	570.000-Other Purchased Services	3,600	125	3,600	2,400	3,000	2,900	(100)	-3.3%
Total Expenditure		**35,319**	**125**	**36,429**	**2,605**	**39,917**	**39,900**	**(17)**	**0.0%**
Net Town General Fund		*(34,569)*	*(100)*	*(35,679)*	*(2,605)*	*(39,917)*	*(39,900)*	*17*	*0.0%*

Costing Center		110-25-10 - Fire, Town							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues									
	098.000-Miscellaneous Revenue	-	11,112	-	10	-	-	-	n/a
Total Revenues		**-**	**11,112**	**-**	**10**	**-**	**-**	**-**	**n/a**
Expenditure									
	120.000-Part Time Salaries	225,000	199,895	225,000	219,874	230,841	272,441	41,600	18.0%
	210.000-Group Insurance	-	-	-	-	-	-	-	n/a
	220.000-Social Security	17,213	15,291	17,213	16,815	17,659	20,841	3,182	18.0%
	260.000-Workers Comp insurance	38,250	30,846	34,565	27,698	30,000	30,000	-	0.0%
	330.000-Professional Services	3,000	370	4,000	259	3,000	6,000	3,000	100.0%
	430.000-R&M Vehicles and Equipment	26,000	28,217	31,000	33,787	31,000	34,000	3,000	9.7%
	442.000-Rental of Vehicles or Equipment	-	1,135	-	1,100	1,200	1,200	-	0.0%
	500.000-Training, Conferences, Dues	7,000	5,194	8,600	6,116	9,500	9,500	-	0.0%
	530.000-Communications	30,000	33,857	35,000	40,250	30,000	45,000	15,000	50.0%
	610.000-General Supplies	5,329	1,230	3,500	14,709	3,500	6,000	2,500	71.4%
	611.000-Small Tools and Equipment	12,100	12,707	14,000	32,777	14,000	15,000	1,000	7.1%
	612.000-Uniforms	28,000	36,269	28,000	27,164	28,000	28,000	-	0.0%
	613.000-Program Supplies	3,000	3,491	3,500	3,487	3,500	4,000	500	14.3%
	750.000-Machinery and Equipment	5,500	14,190	6,500	5,391	6,500	6,500	-	0.0%
	920.000-Transfer between funds (capital)	175,000	175,000	180,000	180,000	195,000	205,000	10,000	5.1%
Total Expenditure		**575,392**	**557,692**	**590,878**	**609,426**	**603,700**	**683,482**	**79,782**	**13.2%**
Net Town General Fund		*(575,392)*	*(546,580)*	*(590,878)*	*(609,416)*	*(603,700)*	*(683,482)*	*(79,782)*	*13.2%*
	Notes on Major Changes:								
	1. 40 hours/week of daytime per diem added								

Costing Center		110-30-10 - EPR, Administration							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues									
	020.002-Shared Employee Revenue	-	1,065	-	-	-	-	-	n/a
Total Revenues		**-**	**1,065**	**-**	**-**	**-**	**-**	**-**	**n/a**
Expenditure									
	110.000-Regular Salaries	200,091	183,237	186,409	181,728	189,185	210,887	21,702	11.5%
	120.000-Part Time Salaries	-	-	-	-	-	-	-	n/a
	130.000-Overtime	3,101	608	2,708	179	2,000	-	(2,000)	-100.0%
	210.000-Group Insurance	91,410	65,411	75,103	79,722	82,622	84,368	1,746	2.1%
	220.000-Social Security	15,429	13,584	14,467	13,328	14,802	16,454	1,652	11.2%
	230.000-Retirement	17,907	17,158	18,912	18,035	19,349	17,745	(1,604)	-8.3%
	290.000-Other Employee Benefits	900	600	900	780	900	900	-	0.0%
	330.000-Professional Services	7,800	16,539	20,802	12,480	26,000	10,000	(16,000)	-61.5%
	500.000-Training, Conferences, Dues	2,400	1,474	3,200	2,031	4,000	2,600	(1,400)	-35.0%
	505.000-Technology Subscription, Licenses	3,400	7,162	7,600	4,036	7,600	7,600	-	0.0%
	530.000-Communications	750	324	750	449	800	700	(100)	-12.5%
	540.000-Advertising	450	-	-	-	-	-	-	n/a
	550.000-Printing and Binding	-	109	-	-	-	-	-	n/a
	561.000-Credit Card Processing Fees	-	1,171	-	2,183	-	2,200	2,200	n/a
	580.000-Travel	2,000	1,266	2,000	361	2,000	2,000	-	0.0%
	610.000-General Supplies	2,000	1,371	-	267	300	300	-	0.0%
	850.000-Community Events and Celebrations	7,500	-	7,500	-	7,500	7,500	-	0.0%
Total Expenditure		**355,138**	**310,014**	**340,351**	**315,578**	**357,058**	**363,254**	**6,196**	**1.7%**
Net Town General Fund		*(355,138)*	*(308,949)*	*(340,351)*	*(315,578)*	*(357,058)*	*(363,254)*	*(6,196)*	*1.7%*

Costing Center		110-30-11 - EPR, Pool							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Revenues									
	020.303-Pool Fees	61,000	24,541	50,000	57,407	50,000	53,000	3,000	6.0%
	020.307-Concession Sales	-	2,845	-	73	-	-	-	n/a
	098.000-Miscellaneous Revenue	-	22	-	-	5,000	2,500	(2,500)	-50.0%
Total Revenues		**61,000**	**27,408**	**50,000**	**57,480**	**55,000**	**55,500**	**500**	**0.9%**
Expenditure									
	120.000-Part Time Salaries	85,589	70,685	85,589	73,742	80,564	85,125	4,561	5.7%
	130.000-Overtime	-	148	-	-	-	-	-	n/a
	220.000-Social Security	6,547	5,419	6,547	5,642	6,102	6,512	410	6.7%
	410.000-Water and Sewer Charges	-	-	-	-	-	1,600	1,600	n/a
	431.000-R&M Buildings and Grounds	18,000	19,016	16,000	10,719	21,000	21,000	-	0.0%
	442.000-Rental of Vehicles or Equipment	-	350	-	-	-	-	-	n/a
	500.000-Training, Conferences, Dues	2,500	-	2,800	152	2,500	-	(2,500)	-100.0%
	530.000-Communications	2,000	3,656	1,500	3,029	3,000	3,000	-	0.0%
	540.000-Advertising	-	-	-	-	-	-	-	n/a
	570.000-Other Purchased Services	2,000	471	2,300	1,650	2,300	2,300	-	0.0%
	580.000-Travel	-	1,085	-	-	-	1,200	1,200	n/a
	610.000-General Supplies	5,000	7,909	8,000	2,561	8,000	8,000	-	0.0%
	611.000-Small Tools and Equipment	5,000	-	5,000	1,703	3,000	3,000	-	0.0%
	612.000-Uniforms	1,500	1,343	1,600	1,232	1,600	1,600	-	0.0%
	621.000-Natural Gas/Heating	-	-	-	-	-	4,000	4,000	n/a
	622.000-Electricity	12,000	13,514	12,000	6,906	13,000	5,500	(7,500)	-57.7%
Total Expenditure		**140,136**	**123,596**	**141,336**	**107,336**	**141,066**	**142,837**	**1,771**	**1.3%**
Net Town General Fund		*(79,136)*	*(96,188)*	*(91,336)*	*(49,856)*	*(86,066)*	*(87,337)*	*(1,271)*	*1.5%*

Costing Center		110-30-12 - EPR, Parks and Facilities							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues									
	020.308-Facility & Field Rental	7,000	6,100	8,000	4,505	9,000	9,000	-	0.0%
	020.309-Indian Brook Fees	33,000	43,575	35,000	46,495	50,000	70,000	20,000	40.0%
Total Revenues		**40,000**	**49,675**	**43,000**	**51,000**	**59,000**	**79,000**	**20,000**	**33.9%**
Expenditure									
	110.000-Regular Salaries	179,666	158,862	185,238	185,964	102,077	116,556	14,479	14.2%
	120.000-Part Time Salaries	-	-	-	-	90,237	56,105	(34,132)	-37.8%
	130.000-Overtime	2,355	454	2,431	462	2,481	2,316	(165)	-6.7%
	210.000-Group Insurance	42,042	33,849	43,487	35,949	44,170	46,391	2,221	5.0%
	220.000-Social Security	13,924	12,528	14,356	14,708	15,077	13,536	(1,541)	-10.2%
	230.000-Retirement	9,377	9,892	10,189	10,312	10,686	9,970	(716)	-6.7%
	290.000-Other Employee Benefits	600	-	600	-	600	540	(60)	-10.0%
	330.000-Professional Services	-	-	-	-	-	-	-	n/a
	430.000-R&M Vehicles and Equipment	10,000	8,199	11,000	9,046	11,000	11,000	-	0.0%
	431.000-R&M Buildings and Grounds	22,500	15,224	25,000	22,928	25,000	26,000	1,000	4.0%
	442.000-Rental of Vehicles or Equipment	500	815	1,500	-	350	350	-	0.0%
	500.000-Training, Conferences, Dues	550	360	700	850	550	550	-	0.0%
	530.000-Communications	2,080	2,010	2,200	2,315	2,200	2,400	200	9.1%
	540.000-Advertising	-	-	-	-	-	-	-	n/a
	570.000-Other Purchased Services	11,000	10,870	11,000	26,024	11,000	25,000	14,000	127.3%
	610.000-General Supplies	7,000	5,994	7,000	13,112	7,000	12,000	5,000	71.4%
	611.000-Small Tools and Equipment	950	350	950	294	950	1,000	50	5.3%
	612.000-Uniforms	1,500	2,327	1,700	2,230	1,700	2,000	300	17.6%
	920.000-Transfer between funds (capital)	25,000	25,000	28,000	28,000	28,000	28,000	-	0.0%
Total Expenditure		**329,044**	**286,734**	**345,351**	**352,194**	**353,078**	**353,714**	**636**	**0.2%**
Net Town General Fund		*(289,044)*	*(237,059)*	*(302,351)*	*(301,194)*	*(294,078)*	*(274,714)*	*19,364*	*-6.6%*
	Notes on Major Changes:								
	1. one new posistion - full time Parks and Maintenance Tech; will split position with Public Works, 50% included here								

Costing Center		110-30-13 - EPR, Senior Activities							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Revenues									
	020.310-Senior Center Payments	-	137	500	-	-	-	-	n/a
Total Revenues		**-**	**137**	**500**	**-**	**-**	**-**	**-**	**n/a**
Expenditure									
	110.000-Regular Salaries	120,232	104,980	125,330	54,534	47,086	62,612	15,526	33.0%
	120.000-Part Time Salaries	-	-	-	-	79,213	71,828	(7,385)	-9.3%
	130.000-Overtime	-	-	-	-	-	301	301	n/a
	210.000-Group Insurance	11,520	24,583	31,184	27,500	29,835	36,521	6,686	22.4%
	220.000-Social Security	9,198	7,901	9,588	4,010	9,629	10,435	806	8.4%
	230.000-Retirement	4,014	4,293	4,747	4,283	7,520	7,606	86	1.1%
	290.000-Other Employee Benefits	300	300	300	300	300	360	60	20.0%
	430.000-R&M Vehicles and Equipment	12,000	5,883	12,500	365	10,000	10,000	-	0.0%
	530.000-Communications	1,500	1,239	1,500	1,165	1,500	2,000	500	33.3%
	540.000-Advertising	-	-	-	-	-	-	-	n/a
	560.000-Postage	300	-	350	-	700	350	(350)	-50.0%
	570.000-Other Purchased Services	1,500	611	1,600	109	1,000	1,500	500	50.0%
	610.000-General Supplies	200	2,003	400	753	400	700	300	75.0%
	920.000-Transfer between funds (capital)	4,000	4,000	4,000	4,000	4,000	4,000	-	0.0%
Total Expenditure		**164,764**	**155,793**	**191,499**	**97,018**	**191,183**	**208,213**	**17,030**	**8.9%**
Net Town General Fund		*(164,764)*	*(155,656)*	*(190,999)*	*(97,018)*	*(191,183)*	*(208,213)*	*(17,030)*	*8.9%*
	Notes on Major Changes:								
	1. Increase in driver costs -- 20% of an existing full time empoyee moved here; higher cost, increased predictability								

Costing Center		110-35-10 - Essex Free Library							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues									
	040.802-Inter-Library Loan Grant	1,000	390	1,000	520	1,000	-	(1,000)	-100.0%
Total Revenues		**1,000**	**390**	**1,000**	**520**	**1,000**	**-**	**(1,000)**	**-100.0%**
Expenditure									
	110.000-Regular Salaries	238,507	213,496	230,818	206,726	189,891	199,652	9,761	5.1%
	120.000-Part Time Salaries	-	-	-	-	46,633	48,261	1,628	3.5%
	130.000-Overtime	-	154	-	-	-	-	-	n/a
	210.000-Group Insurance	68,762	73,599	70,676	78,816	100,270	101,173	903	0.9%
	220.000-Social Security	18,247	16,151	17,659	15,448	18,316	19,183	867	4.7%
	230.000-Retirement	18,206	17,640	18,406	18,069	19,280	16,706	(2,574)	-13.4%
	290.000-Other Employee Benefits	1,200	900	1,200	625	1,200	1,200	-	0.0%
	442.000-Rental of Vehicles or Equipment	-	516	1,500	1,161	1,500	1,500	-	0.0%
	500.000-Training, Conferences, Dues	1,200	-	1,500	977	1,500	1,500	-	0.0%
	505.000-Technology Subscription, Licenses	6,200	3,586	8,300	8,302	10,150	10,800	650	6.4%
	570.000-Other Purchased Services	1,500	779	780	1,108	1,040	1,040	-	0.0%
	580.000-Travel	-	248	-	-	-	-	-	n/a
	610.000-General Supplies	4,100	5,185	3,320	3,032	4,300	3,500	(800)	-18.6%
	640.201-Adult Collection	15,200	14,667	15,200	14,400	15,200	15,200	-	0.0%
	640.202-Juvenile Collection	7,000	6,376	7,000	6,466	7,000	7,000	-	0.0%
	651.000-Technology Supplies	-	-	-	-	2,000	2,000	-	0.0%
	740.000-Improvements other than Building	-	1,630	-	-	-	-	-	n/a
	830.000-Regular Programs	600	527	600	507	600	600	-	0.0%
	900.000-Transfer between Town/Village	15,000	15,000	15,000	15,000	15,000	15,000	-	0.0%
Total Expenditure		**395,722**	**370,454**	**391,959**	**370,636**	**433,880**	**444,315**	**10,435**	**2.4%**
Net Town General Fund		*(394,722)*	*(370,064)*	*(390,959)*	*(370,116)*	*(432,880)*	*(444,315)*	*(11,435)*	*2.6%*

Costing Center		110-40-10 - PW, Administration							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues									
	099.000-Use of Fund Balance	-	-	-	-	2,500	-	(2,500)	-100.0%
Total Revenues		**-**	**-**	**-**	**-**	**2,500**	**-**	**(2,500)**	**-100.0%**
Expenditure									
	110.000-Regular Salaries	126,984	137,304	144,950	182,440	171,581	129,151	(42,430)	-24.7%
	130.000-Overtime	2,776	-	2,873	-	2,938	3,099	161	5.5%
	210.000-Group Insurance	15,016	20,659	15,303	36,459	47,055	37,237	(9,818)	-20.9%
	220.000-Social Security	9,948	10,933	11,308	14,553	14,545	10,248	(4,297)	-29.5%
	230.000-Retirement	7,780	10,140	12,966	16,448	16,791	10,974	(5,817)	-34.6%
	290.000-Other Employee Benefits	822	455	630	180	630	540	(90)	-14.3%
	330.000-Professional Services	450	400	450	-	450	850	400	88.9%
	331.000-Landfill Monitoring	16,000	7,999	14,000	16,252	19,000	14,000	(5,000)	-26.3%
	442.000-Rental of Vehicles or Equipment	-	2,428	-	2,394	-	-	-	n/a
	500.000-Training, Conferences, Dues	4,750	555	4,750	1,000	3,750	4,090	340	9.1%
	580.000-Travel	-	-	-	-	-	200	200	n/a
Total Expenditure		**184,526**	**190,873**	**207,230**	**269,727**	**276,740**	**210,389**	**(66,351)**	**-24.0%**
Net Town General Fund		*(184,526)*	*(190,873)*	*(207,230)*	*(269,727)*	*(274,240)*	*(210,389)*	*63,851*	*-23.3%*
	Notes on Major Changes:								
	1. PW Director Retirement								

Costing Center		110-40-12 - PW, Highways Town							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues									
	020.011-Sale of Public Works Specs	1,000	1,555	1,400	1,660	1,400	1,400	-	0.0%
	020.015-Public Works Services	-	1,340	-	-	-	-	-	n/a
	040.801-FEMA Grants	-	13,325	-	72,936	-	-	-	n/a
	042.006-State Aid to Highways	260,000	263,996	260,000	337,262	260,000	260,000	-	0.0%
Total Revenues		**261,000**	**280,216**	**261,400**	**411,859**	**261,400**	**261,400**	**-**	**0.0%**
Expenditure									
	110.000-Regular Salaries	672,659	649,039	678,580	645,326	637,360	640,527	3,167	0.5%
	120.000-Part Time Salaries	-	-	-	-	15,963	66,005	50,042	313.5%
	130.000-Overtime	90,000	38,625	95,000	27,682	103,877	79,154	(24,723)	-23.8%
	210.000-Group Insurance	234,436	183,228	241,689	181,039	209,605	216,970	7,365	3.5%
	220.000-Social Security	58,344	52,617	59,851	51,205	50,189	61,013	10,824	21.6%
	230.000-Retirement	67,362	61,568	72,462	59,719	64,016	63,399	(617)	-1.0%
	290.000-Other Employee Benefits	3,345	1,610	3,345	1,890	3,045	3,435	390	12.8%
	330.000-Professional Services	12,000	5,640	11,000	3,261	9,000	19,000	10,000	111.1%
	422.000-Snow Removal	24,000	28,296	29,000	26,341	31,500	35,950	4,450	14.1%
	430.000-R&M Vehicles and Equipment	37,000	51,731	37,000	51,992	39,000	47,000	8,000	20.5%
	430.001-R&M Vehicles Supplies	60,800	65,531	60,800	80,657	61,000	67,000	6,000	9.8%
	442.000-Rental of Vehicles or Equipment	15,100	14,348	14,600	22,548	15,500	15,800	300	1.9%
	451.000-Summer Construction Services	310,940	443,306	310,940	417,178	349,800	319,400	(30,400)	-8.7%
	500.000-Training, Conferences, Dues	8,000	2,737	8,000	2,634	5,000	7,000	2,000	40.0%
	521.000-Insurance Deductibles	-	7,009	-	3,278	-	7,800	7,800	n/a
	530.000-Communications	14,240	16,603	11,500	12,888	18,840	13,740	(5,100)	-27.1%
	540.000-Advertising	2,100	2,008	2,100	2,860	1,800	1,800	-	0.0%
	570.000-Other Purchased Services	4,400	10,893	4,400	9,321	6,225	6,050	(175)	-2.8%
	571.000-Streetscape Maintenance	17,450	13,516	18,200	10,328	17,950	20,550	2,600	14.5%
	572.000-Traffic Control	35,900	40,397	37,500	65,774	44,250	41,770	(2,480)	-5.6%
	573.000-Sidewalk and Curb Maintenance	28,000	12,279	28,000	26,053	27,000	45,000	18,000	66.7%
	574.000-Bridges	500	-	500	-	500	500	-	0.0%
	575.000-Storm Sewer Maintenance	132,000	130,823	134,500	195,792	136,500	195,000	58,500	42.9%
	580.000-Travel	1,500	1,706	3,000	2,260	3,000	1,200	(1,800)	-60.0%
	600.000-Salt, Sand and Gravel	214,800	205,100	228,400	166,937	227,000	231,500	4,500	2.0%
	605.000-Summer Construction Supplies	64,000	61,604	65,780	50,344	73,280	76,500	3,220	4.4%
	610.000-General Supplies	8,900	5,254	8,900	8,542	8,900	9,200	300	3.4%

Costing Center		**110-40-12 - PW, Highways Town**							
	612.000-Uniforms	11,000	10,507	11,500	8,765	12,415	12,275	(140)	-1.1%
	622.200-Streetlight Electricity	98,000	102,964	96,000	104,978	98,000	105,000	7,000	7.1%
	750.000-Machinery and Equipment	6,000	5,170	6,000	96,600	9,000	7,500	(1,500)	-16.7%
	900.000-Transfer between Town/Village	1,149,130	1,149,130	1,191,960	1,191,960	1,392,627	1,465,044	72,417	5.2%
	920.000-Transfer between funds (capital)	180,000	199,353	190,000	190,000	190,000	200,000	10,000	5.3%
Total Expenditure		**3,561,906**	**3,572,592**	**3,660,507**	**3,718,152**	**3,862,142**	**4,082,082**	**219,940**	**5.7%**
Net Town General Fund		*(3,300,906)*	*(3,292,376)*	*(3,399,107)*	*(3,306,293)*	*(3,600,742)*	*(3,820,682)*	*(219,940)*	*6.1%*
	Notes on Major Changes:								
	1. Planned increase in transfer to capital								

Costing Center		110-40-13 - PW, Stormwater Town							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Revenues									
	020.016-Stormwater Management Fee	100	61	100	69	100	100	-	0.0%
Total Revenues		**100**	**61**	**100**	**69**	**100**	**100**	**-**	**0.0%**
Expenditure									
	110.000-Regular Salaries	123,443	121,964	127,845	128,684	117,633	117,925	292	0.2%
	120.000-Part Time Salaries	-	-	-	-	14,904	15,426	522	3.5%
	130.000-Overtime	1,100	-	1,149	-	1,175	1,240	65	5.5%
	210.000-Group Insurance	23,021	19,619	23,682	20,241	27,112	23,902	(3,210)	-11.8%
	220.000-Social Security	9,528	9,423	9,868	9,531	10,744	10,394	(350)	-3.3%
	230.000-Retirement	9,946	10,073	10,733	11,467	11,666	9,907	(1,759)	-15.1%
	290.000-Other Employee Benefits	465	300	465	330	465	465	-	0.0%
	330.000-Professional Services	25,000	24,816	20,000	10,682	20,000	20,000	-	0.0%
	451.000-Summer Construction Services	15,000	-	15,000	-	16,000	16,000	-	0.0%
	510.000-Permits, Licenses, Registrations	34,000	29,761	36,000	26,751	32,500	40,000	7,500	23.1%
	540.000-Advertising	13,000	12,663	13,000	6,825	13,000	1,000	(12,000)	-92.3%
	570.000-Other Purchased Services	12,500	8,905	12,000	6,204	12,000	12,000	-	0.0%
	580.000-Travel	5,450	1,845	5,550	796	5,700	5,700	-	0.0%
	830.000-Regular Programs	-	-	-	-	-	5,600	5,600	n/a
	900.000-Transfer between Town/Village	69,047	69,047	71,851	71,851	76,553	78,018	1,465	1.9%
Total Expenditure		**341,500**	**308,416**	**347,143**	**293,362**	**359,452**	**357,577**	**(1,875)**	**-0.5%**
Net Town General Fund		*(341,400)*	*(308,355)*	*(347,043)*	*(293,293)*	*(359,352)*	*(357,477)*	*1,875*	*-0.5%*

Costing Center		110-41- SUMMARY BUILDINGS							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2022 Budget**	**$ Change**	**% Change**
Expenditure									
	400.000-Contracted Services	74,724	49,853	66,500	72,113	57,115	71,600	14,485	25.4%
	410.000-Water and Sewer Charges	9,365	8,005	8,210	7,218	7,375	7,775	400	5.4%
	431.000-R&M Buildings and Grounds	55,600	105,817	73,500	98,087	108,000	93,450	(14,550)	-13.5%
	530.000-Communications	35,670	37,345	38,900	34,842	35,260	36,950	1,690	4.8%
	610.000-General Supplies	51,900	26,492	54,200	36,589	27,300	43,200	15,900	58.2%
	621.000-Natural Gas/Heating	28,400	22,384	26,905	23,229	21,400	22,650	1,250	5.8%
	622.000-Electricity	69,630	70,170	69,220	62,895	68,200	66,500	(1,700)	-2.5%
	626.000-Gasoline	136,000	101,512	136,950	81,496	131,000	138,400	7,400	5.6%
	730.000-Buildings and Improvements	1,000	-	750	-	-	-	-	n/a
	755.000-Furniture and Fixtures	-	-	2,500	100	-	2,100	2,100	n/a
	900.000-Transfer between Town/Village	-	1,678	-	1,994	-	2,075	2,075	n/a
Total Expenditure		**462,289**	**423,256**	**477,635**	**418,563**	**455,650**	**484,700**	**29,050**	**6.4%**
Net Town General Fund		*(462,289)*	*(423,256)*	*(477,635)*	*(418,563)*	*(455,650)*	*(484,700)*	*(29,050)*	*6.4%*
Costing Center		**110-41-10 - Buildings - 81 Main Street**							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Expenditure									
	400.000-Contracted Services	18,400	7,932	19,000	23,020	15,715	20,000	4,285	27.3%
	410.000-Water and Sewer Charges	700	490	840	468	700	475	(225)	-32.1%
	431.000-R&M Buildings and Grounds	18,800	22,987	9,500	17,850	20,000	17,750	(2,250)	-11.3%
	530.000-Communications	23,000	18,821	22,000	15,205	18,000	18,000	-	0.0%
	610.000-General Supplies	41,800	22,776	41,800	28,354	25,000	35,000	10,000	40.0%
	621.000-Natural Gas/Heating	5,000	4,222	5,300	4,391	4,000	4,500	500	12.5%
	622.000-Electricity	14,400	16,016	14,800	12,934	15,000	15,000	-	0.0%
	755.000-Furniture and Fixtures	-	-	600		-	600	600	n/a
	900.000-Transfer between Town/Village	-	1,678	-	1,994	-	2,075	2,075	n/a
Total Expenditure		**122,100**	**94,922**	**113,840**	**104,216**	**98,415**	**113,400**	**14,985**	**15.2%**
Net Town General Fund		*(122,100)*	*(94,922)*	*(113,840)*	*(104,216)*	*(98,415)*	*(113,400)*	*(14,985)*	*15.2%*

Costing Center		110-41-11 - Buildings - Essex Free Library							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Expenditure									
	400.000-Contracted Services	19,324	2,897	16,500	7,352	3,000	9,500	6,500	216.7%
	410.000-Water and Sewer Charges	300	326	500	203	300	300	-	0.0%
	431.000-R&M Buildings and Grounds	4,000	16,161	7,000	20,938	12,000	23,200	11,200	93.3%
	530.000-Communications	-	430	500	1,556	400	1,500	1,100	275.0%
	610.000-General Supplies	-	-	500	322	-	500	500	n/a
	621.000-Natural Gas/Heating	2,400	1,967	2,680	2,102	2,000	2,100	100	5.0%
	622.000-Electricity	5,000	4,733	5,000	3,265	5,000	5,000	-	0.0%
	755.000-Furniture and Fixtures	-	-	500	-	-	500	500	n/a
Total Expenditure		**31,024**	**26,514**	**33,180**	**35,738**	**22,700**	**42,600**	**19,900**	**87.7%**
Net Town General Fund		*(31,024)*	*(26,514)*	*(33,180)*	*(35,738)*	*(22,700)*	*(42,600)*	*(19,900)*	*87.7%*

Costing Center		110-41-12 - Buildings - Fire Station							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Expenditure									
	400.000-Contracted Services	1,500	938	1,500	737	1,000	1,000	-	0.0%
	410.000-Water and Sewer Charges	1,200	1,277	1,000	391	1,200	800	(400)	-33.3%
	431.000-R&M Buildings and Grounds	5,000	7,662	5,000	21,635	10,000	7,750	(2,250)	-22.5%
	530.000-Communications	3,000	971	3,200	724	900	900	-	0.0%
	610.000-General Supplies	1,500	102	1,500	939	100	1,000	900	900.0%
	621.000-Natural Gas/Heating	3,200	2,652	3,400	2,888	2,500	2,500	-	0.0%
	622.000-Electricity	4,700	5,108	4,820	4,039	4,700	4,000	(700)	-14.9%
	730.000-Buildings and Improvements	1,000	-	750	-	-	-	-	n/a
Total Expenditure		**21,100**	**18,710**	**21,170**	**31,354**	**20,400**	**17,950**	**(2,450)**	**-12.0%**
Net Town General Fund		*(21,100)*	*(18,710)*	*(21,170)*	*(31,354)*	*(20,400)*	*(17,950)*	*2450*	*-12.0%*

Costing Center		110-41-13 - Buildings - Police Station							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Expenditure									
	400.000-Contracted Services	29,000	28,997	24,000	29,204	29,000	29,000	-	0.0%
	410.000-Water and Sewer Charges	600	746	590	1,658	600	1,000	400	66.7%
	431.000-R&M Buildings and Grounds	10,000	26,996	15,000	17,160	20,000	23,750	3,750	18.8%
	530.000-Communications	8,150	12,775	9,500	13,232	12,000	12,000	-	0.0%
	621.000-Natural Gas/Heating	4,800	4,537	3,750	4,514	4,500	4,500	-	0.0%
	622.000-Electricity	24,600	22,677	22,400	21,326	23,000	23,000	-	0.0%
Total Expenditure		**77,150**	**96,728**	**75,240**	**87,093**	**89,100**	**93,250**	**4,150**	**4.7%**
Net Town General Fund		*(77,150)*	*(96,728)*	*(75,240)*	*(87,093)*	*(89,100)*	*(93,250)*	*(4,150)*	*4.7%*
Costing Center		**110-41-14 - Buildings - PW Admin**							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Expenditure									
	400.000-Contracted Services	6,500	402	5,500	580	300	600	300	100.0%
	410.000-Water and Sewer Charges	340	-	360	-	-	-	-	n/a
	431.000-R&M Buildings and Grounds	1,400	569	8,000	1,163	12,000	2,000	(10,000)	-83.3%
	530.000-Communications	-	1,149	700	1,416	1,150	1,150	-	0.0%
	610.000-General Supplies	400	209	700	642	200	700	500	250.0%
	621.000-Natural Gas/Heating	800	783	875	806	800	800	-	0.0%
	622.000-Electricity	1,400	1,333	1,650	1,131	1,400	1,400	-	0.0%
	755.000-Furniture and Fixtures	-	-	500	100	-	500	500	n/a
Total Expenditure		**10,840**	**4,445**	**18,285**	**5,839**	**15,850**	**7,150**	**(8,700)**	**-54.9%**
Net Town General Fund		*(10,840)*	*(4,445)*	*(18,285)*	*(5,839)*	*(15,850)*	*(7,150)*	*8,700*	*-54.9%*

Costing Center		110-41-15 - Buildings - PW Garage and Complex							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Expenditure									
	400.000-Contracted Services	-	7,521	-	7,286	7,500	7,500	-	0.0%
	410.000-Water and Sewer Charges	4,525	3,586	3,600	2,555	3,500	3,500	-	0.0%
	431.000-R&M Buildings and Grounds	11,900	14,662	18,000	11,102	14,000	12,000	(2,000)	-14.3%
	530.000-Communications	1,400	2,189	1,650	1,715	2,200	2,200	-	0.0%
	610.000-General Supplies	8,200	3,405	9,200	6,298	2,000	6,000	4,000	200.0%
	621.000-Natural Gas/Heating	6,500	3,736	5,200	3,996	3,500	4,000	500	14.3%
	622.000-Electricity	12,430	12,432	13,000	10,997	12,000	11,000	(1,000)	-8.3%
	626.000-Gasoline	136,000	101,512	136,950	81,496	131,000	138,400	7,400	5.6%
	755.000-Furniture and Fixtures	-	-	500	-	-	500	500	n/a
Total Expenditure		**180,955**	**149,043**	**188,100**	**125,444**	**175,700**	**185,100**	**9,400**	**5.4%**
Net Town General Fund		*(180,955)*	*(149,043)*	*(188,100)*	*(125,444)*	*(175,700)*	*(185,100)*	(9,400)	5.4%

Costing Center		110-41-16 - Buildings - Parks Garage							
		2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget	$ Change	% Change
Expenditure									
	410.000-Water and Sewer Charges	300	716	320	1,584	300	1,000	700	233.3%
	431.000-R&M Buildings and Grounds	-	152	2,000	2,511	2,000	2,000	-	0.0%
	530.000-Communications	120	262	750	149	260	300	40	15.4%
	621.000-Natural Gas/Heating	1,100	1,244	1,100	1,258	1,200	1,250	50	4.2%
	622.000-Electricity	3,100	3,933	2,200	5,840	3,500	3,500	-	0.0%
	755.000-Furniture and Fixtures	-	-	200	-	-	-	-	n/a
Total Expenditure		**4,620**	**6,307**	**6,570**	**11,341**	**7,260**	**8,050**	**790**	**10.9%**
Net Town General Fund		*(4,620)*	*(6,307)*	*(6,570)*	*(11,341)*	*(7,260)*	*(8,050)*	*(790)*	*10.9%*

Costing Center		110-41-17 - Buildings - Memorial Hall							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Expenditure									
	400.000-Contracted Services	-	617	-	3,135	-	3,200	3,200	n/a
	410.000-Water and Sewer Charges	1,200	670	600	184	600	500	(100)	-16.7%
	431.000-R&M Buildings and Grounds	2,000	9,029	4,000	3,198	14,000	3,000	(11,000)	-78.6%
	530.000-Communications	-	564	400	625	200	600	400	200.0%
	610.000-General Supplies	-	-	250	33	-	-	-	n/a
	621.000-Natural Gas/Heating	3,200	2,257	3,200	2,267	2,000	2,000	-	0.0%
	622.000-Electricity	2,500	1,955	2,300	1,747	2,000	2,000	-	0.0%
Total Expenditure		**8,900**	**15,092**	**10,750**	**11,191**	**18,800**	**11,300**	**(7,500)**	**-39.9%**
Net Town General Fund		*(8,900)*	*(15,092)*	*(10,750)*	*(11,191)*	*(18,800)*	*(11,300)*	*7,500*	*-39.9%*
Costing Center		**110-41-18 - Buildings - Powell Museum**							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Expenditure									
	400.000-Contracted Services	-	250	-	500	300	500	200	66.7%
	410.000-Water and Sewer Charges	200	194	400	176	175	200	25	14.3%
	431.000-R&M Buildings and Grounds	2,500	7,599	5,000	2,530	4,000	2,000	(2,000)	-50.0%
	530.000-Communications	-	184	200	219	150	300	150	100.0%
	610.000-General Supplies	-	-	250	-	-	-	-	n/a
	621.000-Natural Gas/Heating	1,400	986	1,400	1,008	900	1,000	100	11.1%
	622.000-Electricity	900	1,339	1,250	1,035	1,000	1,000	-	0.0%
	755.000-Furniture and Fixtures	-	-	200	-	-	-	-	n/a
Total Expenditure		**5,000**	**10,552**	**8,700**	**5,468**	**6,525**	**5,000**	**(1,525)**	**-23.4%**
Net Town General Fund		*(5,000)*	*(10,552)*	*(8,700)*	*(5,468)*	*(6,525)*	*(5,000)*	*1,525*	*-23.4%*
Costing Center		**110-41-24 - Buildings - Tree Farm**							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Expenditure									
	400.000-Contracted Services	-	299	-	299	300	300	-	0.0%
	431.000-R&M Buildings and Grounds	-	-	-	-	-	-	-	n/a
	622.000-Electricity	600	644	1,800	580	600	600	-	0.0%
Total Expenditure		**600**	**943**	**1,800**	**879**	**900**	**900**	**-**	**0.0%**
Net Town General Fund		*(600)*	*(943)*	*(1,800)*	*(879)*	*(900)*	*(900)*	*-*	*0.0%*

Costing Center		110-95-00 - Debt, Town							
		2020 Budget	**2020 Actual**	**2021 Budget**	**2021 Actual**	**2022 Budget**	**2023 Budget**	**$ Change**	**% Change**
Expenditure									
	950.901-Police Facility Debt Principal	345,000	345,000	345,000	345,000	345,000	345,000	-	0.0%
	955.901-Police Facility Debt Interest	194,973	194,973	184,890	184,890	174,408	162,844	(11,564)	-6.6%
	970.901-Police Lease Principal	-	4,982	5,343	5,343	2,815	-	(2,815)	-100.0%
	975.901-Police Lease Interest	-	762	402	402	58	-	(58)	-100.0%
Total Expenditure		**539,973**	**545,717**	**535,635**	**535,635**	**522,281**	**507,844**	**(14,437)**	**-2.8%**
Net Town General Fund		*(539,973)*	*(545,717)*	*(535,635)*	*(535,635)*	*(522,281)*	*(507,844)*	*14,437*	*-2.8%*

Memorandum

To: Town Selectboard; Evan Teich, Unified Manager
From: Sarah Macy, Finance Director
Re: Public Hearing on FY23 General Fund Budget
Date: December 1, 2021

Issue:
The issue is whether the Selectboard will warn a public hearing for the FY23 General Fund Budget for the Town of Essex.

Discussion:
The Selectboard is holding a work session on the FY23 General Fund budget on December 6, 2021. If the budget is finalized that evening, the Selectboard may warn a public hearing for the following regular meeting, Monday December 20, 2021. A draft warning is attached, and numbers can be inserted into the warning once the budget proposal is finalized.

Cost:
The cost to warn the public hearing in Burlington Free Press approximately $200.

Recommendation:
It is recommended that the Selectboard warn a public hearing for the FY23 General Fund budget for the Town of Essex, in the amount of $_____, to be held December 20, 2021 at 6:35PM.



TOWN OF ESSEX
NOTICE OF PUBLIC HEARING
PROPOSED FY2023 BUDGET
December 20, 2021
6:35 PM

A public hearing on the 2022-2023 municipal budget for the Town of Essex will be held on Monday, December 20, 2021 at 6:35 PM. Visit www.essexvt.org to connect via Microsoft Teams or join via conference call (audio only): 802-377-3784 – Conference ID: _____

The public is invited to attend and offer comments regarding the proposed budget.

The proposed FY2023 budget of $_____ shows an increase in expenditures of $_____, or ___%, over the current budget.

If approved, it is estimated that the proposed budget will result in a General Tax rate increase of $0.____, or ___%, over the current year. Complete details can be found at www.essexvt.org.

Memorandum

To: Selectboard; Evan Teich, Unified Manager
Cc: Board of Trustees; Ron Hoague, Police Chief
From: Greg Duggan, Deputy Manager
Re: Discussion and possible action in response to Vermont Legislature meeting about municipal mask mandates
Date: December 3, 2021

Issue

The issue is for the Selectboard to discuss and possibly take action on a town-wide mask rule.

Discussion

Selectboard members wanted to discuss recently passed legislation that allows municipalities to establish mask requirements.

From the Vermont League of Cities & Towns (VLCT): "Governor Scott signed S.1 [1] into law (Act 1) on November 23, 2021. Act 1 authorizes towns, cities, and villages to establish masking/face covering requirements through rule. A local legislative body may initially adopt the face covering rule for up to 45 days and may renew it subsequently for 30-day periods through April 30, 2022. Act 1 is a permissive grant of authority and not a mandate – a municipality may adopt a face covering rule, but it is under no obligation to do so."

VLCT has provided resources to assist municipalities in decision-making around masks. Those materials are attached and online at https://www.vlct.org/resources/covid-19-resources/face-covering-rule-toolkit, and include models for rules with and without enforcement.

In its discuss and decision about mask rules, the Selectboard may also wish to consider the following from Unified Manager Evan Teich:

1. That enforcement not be the focus but rather education
2. That Essex Police does not want to be the local mask police and that they have limited resources and their response to mask calls will not likely be a priority
3. Exceptions for eating and drinking establishments, children 2 and under (maybe 5 and under?), persons with medical situations that prevent mask wearing
4. That all first offense be a warning
5. And, if there are subsequent offenses, than the fine be established as some small amount, say $25, and the waiver be even smaller to keep offenders from contesting, say $5-10 to avoid us having to send an officer to the administrative hearing, btw of which the officers receive 3 hours of overtime pay to receive a $25 or less fine.

Cost

N/A

Recommendation
The Selectboard may wish to take action to implement or reject a town-wide mask mandate, or to direct staff to gather more information.

Published on *Vermont League of Cities and Towns* (https://www.vlct.org)

Face Covering Rule Toolkit

On November 22, 2021, the Vermont Legislature was called in for a special session to consider a single piece of legislation, S.1, an act relating to temporary municipal rules in response to COVID-19.

Governor Scott signed S.1 [1] into law (Act 1) on November 23, 2021. Act 1 authorizes towns, cities, and villages to establish masking/face covering requirements through rule. A local legislative body may initially adopt the face covering rule for up to 45 days and may renew it subsequently for 30-day periods through April 30, 2022. Act 1 is a permissive grant of authority and not a mandate – a municipality may adopt a face covering rule, but it is under no obligation to do so.

To assist municipal officials, VLCT has created and compiled some downloadable face covering rule resources and reference information below. Additionally, the VLCT Municipal Assistance Center (MAC) staff are also available to assist town officials with any questions regarding their roles and responsibilities. Email us at info@vlct.org [2] or call 1-800-649-7915. Please contact as soon as possible during this busy time of year.

The resources listed below were developed by VLCT staff for informational purposes only and do not constitute legal advice or a substitute for legal counsel. This information is not intended to create, and receipt of it does not constitute, an attorney-client relationship. You should not rely or act upon this information without seeking professional counsel. VLCT makes no express or implied guarantee of legal enforceability or legal compliance. VLCT also does not represent that any resource is appropriate for any particular municipality. Please seek legal counsel before taking action based on anything found in these resources.

Links
[1] http://legislature.vermont.gov/Documents/2021.1/Docs/BILLS/S-0001/S-0001%20As%20Passed%20by%20Both%20House%20and%20Senate%20Unofficial.pdf

[2] mailto:info@vlct.org

Governor Signs Legislation Authorizing Face Covering Rules

Nov. 23, 2021. As winter and the holiday season approach, Vermont's COVID-19 cases counts are surging, putting Vermont near the top of states reporting new COVID-19 cases. Yesterday, in an extraordinarily unusual move, Governor Scott called the legislature into a one-day special session to consider granting cities, towns, and villages temporary authority to establish face covering requirements in public places within the boundaries of their jurisdictions. In the last several weeks, the governor made it clear that while his administration is doing everything possible to encourage people to get vaccinated, wear face coverings while indoors in public places or in close confines, and practice social distancing, especially indoors, he does not support re-imposing a mask mandate and would not establish such a requirement statewide. His administration likewise would not make use of Title 18 section 613, which reads,

> **§ 613. Powers of local board**.
> (a) A local board of health may make and enforce rules in such town or city relating to the prevention, removal, or destruction of public health hazards and the mitigation of public health risks, provided that such rules have been approved by the Commissioner. Such rules shall be posted and published in the same manner that ordinances of the municipality are required to be posted and published.

In August, the governor denied a petition from the Town of Brattleboro to re-impose a masking requirement pursuant to that law. No town has since taken up the issue, there being no point when a denial of permission was certain.

Last week, Scott *did* offer the legislature the option of passing a law to authorize cities, towns, and villages to establish such requirements on a temporary basis, on the condition that the bill not deviate from the draft the administration had prepared.

On Monday, the legislature considered a single bill: S.1. The Senate, having taken testimony last week, debated, amended, and passed the bill in the early afternoon. At the same time, the House Government Operations Committee took testimony on the bill, including from your Advocacy staff. We thanked the committee for taking up the matter since no statewide mask mandate would be forthcoming. We also answered questions about the historic authority to enact health orders; the names of the municipalities that might discuss, adopt, and implement a mask requirement; and the ability of local government to undertake such efforts.

The bill, which passed the House in the early evening, authorizes towns, cities, and villages to establish masking requirements through rule. A local legislative body may initially adopt the masking requirement for up to 45 days and may renew it subsequently for 30-day periods through April 30, 2022. The rule would not be subject to petition and could take effect immediately upon adoption at a duly warned regular or special meeting of the local legislative body. The rule would not apply to schools. The VLCT Municipal Assistance Center can help answer questions regarding the details of S.1.

S.1 is a permissive grant of authority and not a mandate – the helpful kind of authority that local governments request of the legislature. A municipality may now discuss and adopt a face covering rule if case counts and trends in their jurisdictions warrant such action. It is, however, under no obligation to do so.

Governor Scott signed the legislation today.

- Advocacy handouts to House Government Operations Committee
- S.1 as passed

Karen Horn, Director
Public Policy and Advocacy

SPECIAL SESSION

S.1

An act relating to temporary municipal rules in response to COVID-19

It is hereby enacted by the General Assembly of the State of Vermont:

Sec. 1. MUNICIPAL REGULATORY AUTHORITY; TEMPORARY AUTHORITY TO ADOPT RULES REQUIRING FACE COVERINGS

(a) As used in this section, "municipality" means a city, town, or incorporated village.

(b) For the purpose of COVID-19 prevention and mitigation, the legislative body of a municipality shall have the authority to adopt a temporary rule requiring individuals to wear face coverings while indoors at locations that are open to the public. A rule adopted pursuant to this section shall not apply to school buildings or school property, which shall remain under the authority of the school board.

(c)(1) The legislative body of a municipality shall adopt a rule authorized by this section at a regular or special meeting of the legislative body warned for that purpose.

(2) Notwithstanding 24 V.S.A. §§ 1972 and 1973 or any municipal charter provision to the contrary, a rule adopted pursuant to this section shall

take effect upon adoption and shall not be subject to a petition for permissive referendum.

(d) A rule adopted pursuant to this section shall remain in effect for not more than 45 days following its initial adoption. The legislative body of a municipality that adopted a rule pursuant to this section shall meet during the period in which the initial rule is in effect and vote either to rescind the rule or to extend the rule for an additional 30 days. Thereafter, the legislative body shall meet at a minimum once every 30 days to reconsider the rule, at which meeting the legislative body shall vote either to rescind the rule or to extend the rule for an additional 30-day period.

(e) The authority granted by this section shall expire on April 30, 2022, and any municipal face covering rule in effect on that date shall be repealed.

Sec. 2. EFFECTIVE DATE

This act shall take effect on passage.

VLCT MODEL FACE COVERING RULE GUIDANCE

INTRODUCTION

The VLCT Model Face Covering Rule has been developed as a result of a temporary law (Act 1, "an act relating to temporary municipal rules in response to COVID-19"). The Act allows selectboards to adopt a temporary rule that requires individuals within the town to wear face coverings while indoors at locations that are open to the public. As with other grants of rulemaking authority, the Act is permissive meaning that municipalities can – but are not required by law to – enact face covering rules. When the selectboard votes to adopt such a rule, it initially will remain in effect for 45 days unless repealed before that time. The selectboard must meet during the initial 45-day period to reconsider any rule and vote to affirmatively extend the rule an additional 30 days or rescind the rule or it will expire automatically at the end of the initial 45-day period. Thereafter, the selectboard must meet at a minimum once every 30 days to reconsider the rule, at which meeting the selectboard must vote either to rescind the rule, adopt an amended rule, or extend the rule for an additional 30-day period. If the selectboard does not meet before the initial 45-day period or the subsequent 30-day period(s), the rule automatically expires. The temporary law granting this rulemaking authority will sunset (i.e. be repealed by operation of law) on April 30, 2022, when any local mask rules still in effect will also automatically expire.

HOW TO CUSTOMIZE THIS MODEL

This model rule should be customized to suit the particular needs of your municipality, giving careful consideration to each element in light of your community's resources and expectations. Opportunities for editing this rule are marked with *italicized* text. The selectboard should consult with law enforcement to ensure that the provisions of the rule are relevant and realistic in terms of the resources needed for enforcement.

LOCAL RESTRICTIONS

The right to impose local face covering rules are bestowed by state law and may not exceed the limited grant of authority it provides. Any local rule regulating face coverings must be consistent with state law or risk being deemed void by a court of law.

DEFINITIONS

The law does not define the phrase "location open to the public" and there's no requirement that any facial covering rule contain a definitions section. Without a definitions section in a facial covering rule, the phrase likely would be interpreted broadly to mean any indoor space or area that is open to the public, but wouldn't include private residences or private offices/workspaces that are not open to customers or the public. However, the legislative body may choose to further define public locations or other relevant terms such as "face coverings" and how they should be worn in its rule if it helps clarify the rule's requirements. This model rule was developed to provide the broadest application possible which necessarily meant not further defining any phrases or terms. VLCT MAC's opinion is that selectboards have the authority to limit the scope of its face covering rule to certain indoor public locations so long as

it does not infringe upon a fundamental right. Selectboards seeking to craft a more targeted rule should contact their town attorney for additional assistance.

EXCEPTIONS

The law has no stated exceptions to whom the rule applies; however, since municipalities have not only those powers and functions specifically authorized by the legislature but also any additional powers that are incidental, subordinate, or necessary to the exercise of such express authority, it is fairly safe to assume that they may also carve out exceptions to any rule they create so long as they are reasonable, do not implicate a suspect class, and are rationally related to the rule's objectives. *Hinesburg Sand & Gravel Co. v. Town of Hinesburg*, 135 Vt. 484 (1977). Examples of exceptions to the requirement to wear facial coverings that the legislative body may choose to add to its rule may include, but are not limited to: children under 2 years; a person with a disability who cannot wear a face covering or cannot safely wear a face covering for reasons related to the disability; a person for whom wearing a face covering would create a risk to workplace health, safety, or job duty as determined by the workplace risk assessment; individuals who are officiating or participating in a religious service or practice where the temporary removal of a face covering is necessary to complete or participate in the religious service or practice; and/or a person while eating or drinking inside any establishment that serves food or beverage. The imposition of exceptions may inadvertently raise constitutional issues. A municipality that carves out exceptions to its face covering rules must ensure that it is not treating secular institutions more favorably than religious ones. In comparing the two, the U.S. Supreme Court has instructed that the government must look to the risk factors associated with the activity, not the reasons why people gather. If temporary exceptions are made for wearing a face covering for a secular activity, then the same exception must be made for its comparable religious counterpart. This model rule allows for the temporary removal to participate in religious services as a precautionary measure to forestall any challenges under the Free Exercise Clause of the First Amendment.

RULE ENFORCEMENT

If your municipality adopts a local face covering rule, the town's first and primary method of enforcement should be educating the public of the rule's requirements and requesting voluntary compliance. Furthermore, there is no requirement that such a rule if adopted must be enforced or even include an enforcement provision. For those rules that do include enforcement provisions, there are two options: civil and criminal enforcement. The vast majority of all municipal ordinances and rules are civilly enforced. Tickets for violation of a town's civil rule are issued by enforcement officers on the State's pre-printed "Uniform Traffic Complaints" which are available in booklets from the Vermont Judicial Bureau, P.O. Box 607, White River Junction, VT 05001-0607. When the issuing officer wishes to enforce a local rule, they will fill out a ticket, provide two copies to the alleged violator, and retain two copies, one of which is sent to the Judicial Bureau. A ticket may be served in person or by mail. Although not required by law, we recommend using certified mail, return receipt requested.

A violator can respond to a ticket/complaint in one of four ways:

- Admit to the offense and pay the waiver fee.
- Not contest the charge and pay the waiver fee.
- Deny the charge and request a hearing.
- Fails to respond within the requisite 20 days, resulting in a default judgment. In such case, the violator is ordered to pay the full amount of the fine (rather than the waiver fee).

If the violator pays the waiver fee, the money collected by the Judicial Bureau is sent to the town, minus an administrative fee which is retained by the Bureau for administrative expenses.

If the violator asks for a hearing, it will be held by a hearing officer assigned by the Judicial Bureau. The Bureau is designed to be used without attorneys. Therefore, if there is a hearing in the Judicial Bureau, the law enforcement officer who issued the ticket must appear to represent the town. The burden of proof is on the town and the violation must be proven by "clear and convincing evidence." If the defendant or town is unhappy with the outcome of the hearing at the Bureau, an appeal may be taken to Superior Court. **Due to the rarity by which municipal rules and ordinances are criminally enforced, this model rule only provides for civil enforcement.**

PENALTIES

The selectboard does not have to include a penalty provision if it does not intend to enforce this rule. However, one would need to be included if the selectboard sought to impose a fine for a violation. In that event, fines must be set by the selectboard in amounts not to exceed $800. The selectboard must also set a "waiver fee" for each offense. This is the fee that defendants pay to avoid contesting a municipal ticket in the Judicial Bureau. When setting the penalty and waiver fee amounts, the selectboard must determine what amounts are sufficient to deter violations of the rule. Fines are punitive in nature, and, therefore, the amount of the penalty does not have to correspond to the costs incurred by the town in enforcing the rule. Waiver fees should be set to discourage contested actions. Subsequent violations of the same rule should lead to an increased penalty and waiver fee.

RULE ADOPTION PROCESS

The adoption of rules is governed by Title 24, Chapter 59. The process starts with the drafting of the rule, and its review by the selectboard. The selectboard then adopts the rule formally, by a majority vote of its members at a duly-warned selectboard meeting ensuring that the action and a copy of the proposed rule are entered in the minutes of the meeting. The rule must be posted in at least five conspicuous places in town and must be published in a newspaper of general circulation on a day not more than 14 days after the selectboard's vote to adopt the rule. The information included in the newspaper must include the following: the name of the municipality; the name of the municipality's website, if the municipality actively updates its website on a regular basis; the title or subject of the rule or rule; the name, telephone number, and mailing address of a municipal official designated to answer questions and receive comments on the proposal; and where the full text of the rule may be examined. The Act explicitly states that the permissive referendum process that otherwise governs the adoption of

ordinances and rules (i.e. 24 V.S.A. § 1973) does not apply in the adoption or renewal of this particular rule; the rule, therefore, will take effect immediately upon passage.

This model rule has been developed for illustrative purposes only. VLCT makes no express or implied endorsement or recommendation of any rule, nor does it make any express or implied guarantee of legal enforceability or legal compliance, or that any rule is appropriate for any particular municipality. Each municipality is advised to seek legal counsel to review any proposed rule before adoption and / or use. VLCT PACIF members are advised to seek input from their municipality's loss control specialist regarding insurance considerations and risk avoidance.

[*TOWN/VILLAGE/CITY*] OF _____, VERMONT

RULE REQUIRING WEARING FACE COVERINGS INDOORS IN PUBLIC SPACES

Section 1. Authority.
This Rule is adopted by the [*Selectboard/Trustees/Council*] of the [*Town/Village/City*] of _____ under authority of Act 1, an act relating to temporary municipal rules in response to COVID-19 (2021).

Section 2. Purpose.
The purpose of this Rule is to require all individuals to wear face coverings while indoors at locations that are open to the public in order to prevent and mitigate the spread of COVID-19 and protect the public health and safety of the [*Town/Village/City*] of _____.

Section 3. Requirement to Wear Face Coverings.
All individuals in the [*Town/Village/City*] of _____ shall wear face coverings while indoors at locations that are open to the public.

Section 4. Exceptions.
Face coverings are not required for:

- Any person officiating or participating in a religious service or activity in which the temporary removal of a face covering is necessary to participate in or complete the religious service.
- [*insert additional exceptions, if any, e.g., "children under 2 years"; "A person with a disability who cannot wear a face covering or cannot safely wear a face covering for reasons related to the disability"; "A person for whom wearing a face covering would create a risk to workplace health, safety, or job duty as determined by the workplace risk assessment"; "Any person while eating or drinking inside any establishment that serves food or beverage;" etc.*]

Section 5. Enforcement.
A violation of this Rule shall be a civil matter which may be enforced in the Vermont Judicial Bureau or in the [*insert name of county*] County Superior Court, at the election of the [*Selectboard/Trustees/Council*].

Violations enforced in the Judicial Bureau shall be in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977 et seq. For purposes of enforcement in the Judicial Bureau, any Enforcement Officer shall have authority to issue tickets and represent the [*Town/Village/Council*] at any hearing.

Violations enforced in the Superior Court shall be in accordance with the Vermont Rules of Civil Procedure. The [*Town/Village/Council*] may pursue all appropriate injunctive relief.

Section 6. Penalties.
The Enforcement Officer is authorized to recover civil penalties for violations of this Rule as set out below:

1st Offense: $___ fine.	Waiver amount: $____
2nd Offense: $___ fine.	Waiver amount: $____
3rd and subsequent Offense: $___ fine.	Waiver amount: $____

For the above offenses, the Enforcement Officer is authorized to recover a waiver fee, in lieu of a civil penalty, in the stated amount, for any person who declines to contest a municipal complaint and pays the waiver fee.

Section 7. Other Laws.
This Rule is in addition to all other ordinances and rules of the [*Town/Village/Council*] of _____ and all applicable laws of the State of Vermont. All ordinances, rules, or parts of ordinances, rules, resolutions, regulations, or other documents inconsistent with the provisions of this Rule are hereby repealed to the extent of such inconsistency.

Section 8. Severability.
If any section or provision of this Rule is held by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other part of this Rule.

Section 9. Effective Period.
This Rule shall take effect immediately upon the approval by the [*Selectboard/Village/Council*] and shall remain in effect for a period not to exceed 45 days following its initial adoption. The [*Selectboard/Village/Council*] shall meet during the 45-day period in which this initial Rule is in effect and vote either to rescind this Rule or to extend it for an additional 30 days. Thereafter, the [*Selectboard/Village/Council*] shall meet at a minimum once every 30 days to reconsider this Rule, at which meeting the [*Selectboard/Village/Council*] shall vote either to rescind this Rule or to extend it for an additional 30-day period. The filing of a petition under 24 V.S.A. §§ 1972 and 1973, shall not govern the taking effect of this Rule.

ADOPTED by the [Selectboard/Trustees/Council] of the [*Town/Village/Council*] of _____ at its meeting on this ____ day of _____, 20___.

SIGNATURES of [*Selectboard/Village/Council*]:

_____

_____

_____

_____

_____

[*TOWN/VILLAGE/CITY*] OF _____, VERMONT

RULE REQUIRING WEARING FACE COVERINGS INDOORS IN PUBLIC SPACES

Section 1. Authority.
This Rule is adopted by the [*Selectboard/Trustees/Council*] of the [*Town/Village/City*] of _____ under authority of Act 1, an act relating to temporary municipal rules in response to COVID-19 (2021).

Section 2. Purpose.
The purpose of this Rule is to require all individuals to wear face coverings while indoors at locations that are open to the public in order to prevent and mitigate the spread of COVID-19 and protect the public health and safety of the [*Town/Village/City*] of _____.

Section 3. Requirement to Wear Face Coverings.
All individuals in the [*Town/Village/City*] of _____ shall wear face coverings while indoors at locations that are open to the public.

Section 4. Exceptions.
Face coverings are not required for:

- Any person officiating or participating in a religious service or activity in which the temporary removal of a face covering is necessary to participate in or complete the religious service.
- [*insert additional exceptions, if any, e.g., "children under 2 years"; "A person with a disability who cannot wear a face covering or cannot safely wear a face covering for reasons related to the disability"; "A person for whom wearing a face covering would create a risk to workplace health, safety, or job duty as determined by the workplace risk assessment"; "Any person while eating or drinking inside any establishment that serves food or beverage;" etc.*]

Section 5. Other Laws.
This Rule is in addition to all other ordinances and rules of the [*Town/Village/Council*] of _____ and all applicable laws of the State of Vermont. All ordinances, rules, or parts of ordinances, rules, resolutions, regulations, or other documents inconsistent with the provisions of this Rule are hereby repealed to the extent of such inconsistency.

Section 6. Severability.
If any section or provision of this Rule is held by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other part of this Rule.

Section 7. Effective Period.

This Rule shall take effect immediately upon the approval by the [*Selectboard/Village/Council*] and shall remain in effect for a period not to exceed 45 days following its initial adoption. The [*Selectboard/Village/Council*] shall meet during the 45-day period in which this initial Rule is in effect and vote either to rescind this Rule or to extend it for an additional 30 days. Thereafter, the [*Selectboard/Village/Council*] shall meet at a minimum once every 30 days to reconsider this Rule, at which meeting the [*Selectboard/Village/Council*] shall vote either to rescind this Rule or to extend it for an additional 30-day period. The filing of a petition under 24 V.S.A. §§ 1972 and 1973, shall not govern the taking effect of this Rule.

ADOPTED by the [Selectboard/Trustees/Council] of the [*Town/Village/Council*] of _____ at its meeting
on this ____ day of _____, 20___.

SIGNATURES of [*Selectboard/Village/Council*]:

_____

_____

_____

_____

_____

Memorandum

To: Selectboard; Evan Teich, Unified Manager
Cc: Brad Kennison
From: Greg Duggan, Deputy Manager
Re: Request to amend the Town Charter with a recall provision
Date: December 3, 2021

Issue

The issue is for the Selectboard to consider a request from residents to add a recall provision to the Town Charter.

Discussion

Eighteen residents submitted a request to the Selectboard to approve recall language to amend the Town charter, and to put the charter amendment to voters at Town Meeting in March 2022. The request is attached, along with supporting materials.

If the Selectboard chooses to put a recall provision on the ballot as a charter amendment, it may wish to consider certain items such as what issue(s) the recall provision would rectify; the percentage of voters required to sign a recall petition; whether a recall can happen every 12 months, or once per term; and more.

Cost

n/a

Recommendation

The Selectboard may wish to approve or deny the request from residents, or direct staff to gather more information.

November 30, 2021

Town of Essex Selecboard

Re: Amend Town Charter – Recall of Elected Officer(s)

There is concern among registered voters, that although they have the privilege of electing Town officers, they do not have the ability of recall. Currently, there is no provision in the Essex Town Charter that provides a mechanism for voters to seek the recall of elected Town officer(s) when a situation arises that violates the public's trust.

In the State of Vermont there are sixteen Towns that have incorporated a recall provision into their charter. Although the language and recall thresholds vary from town to town the Legislature has approved each submission, setting a precedent and framework for other towns to follow. Submission to add a recall provision to the Essex Town Charter should meet little resistance when supported by the Essex Selectboard and Town voters.

We, the undersigned registered voters, request the Essex Selectboard approve the following recall language to amend to the Essex Town Charter and submit same to the voters for approval at the 2022 Annual Meeting.

Respectfully Submitted,

Bradley Kennison	Richard Jesse
Barb Greck	Rose Bean
Jill Kennison	Molly Jesse
Elizabeth Evans	Brad LaFountain
Renee LaFountain	Raymond Piche Jr.
Raymond Piche III	James Weston
Elizabeth Cady	Mike Cady
Michael Lawrence	Teresa Sunderland
Andrew Snyder	Ken Signorello

TOWN of ESSEX CHARTER

Recall Provision

The voters of the Town may recall any elected Town officer(s) subject to the following conditions and procedures.

(a) A recall petition, clearly stating the name, office held and cause for recall, signed by not less than 10 percent of the registered voters of the Municipality, bearing their printed name, signature and street address, shall be filed with the Town Clerk. The Town Clerk upon receipt of a valid petition shall, within 60 days, hold a special election with voting by Australian ballot to consider whether the elected officer(s) shall be removed from office.

(b) If the special election falls within 60 days of an annual election, such special election may coincide with the annual election.

(c) The informational meeting and special election shall be warned as provided by the general laws of the State of Vermont.

(d) The named elected Town officer(s) shall be removed if at least two-thirds majority cast their vote for recall. The office shall be deemed vacant when the votes are certified.

(e) A vacancy resulting from the recall of an official shall be filled in the manner prescribed by law to fill the vacancy until the next annual meeting.

(f) A recall petition shall not be brought against an individual more than once within a twelve-month period.

Chapter 103 : " Town of Bennington

Subchapter 001 : Powers Of The Town

(Cite as: 24 App. V.S.A. ch. 103, § 104)

- **§ 103-104. Recall**

(a) The voters of the Town may recall any of the elected Town officers listed in subchapter 2 of this charter.

(b) A recall petition, clearly stating cause, signed by at least 30 percent of the legal voters of the Town, and bearing their addresses, shall be filed with the Select Board within 15 calendar days of its issue. The Select Board upon receipt of a valid petition shall, after 60 calendar days, hold a special election, with voting by Australian Ballot, to consider the recall of an elected Town officer. When such a petition is approved by a majority of two-thirds of the ballots cast at such special election, the officer named in the petition shall thereupon cease to hold his/her office, and the office shall be considered vacant until filled by a special election to be held within 60 days.

(c) A recall petition shall not be brought against an individual more than once during his/her term of office.

Chapter 107 : Town Of Brattleboro

Subchapter 003 : Powers Of The People

(Cite as: 24 App. V.S.A. ch. 107, § 3.05)

§ 107-3.5. Recall

(a) The voters of the Town may recall any of the elected Town or Town School District officers listed in subchapter 2, section 2.1 of this charter.

(b) A recall petition, signed by at least 25 percent of the legal voters of the Town, and bearing their addresses, shall be filed with the Town Clerk within 15 calendar days of its issue. The Town Clerk upon receipt of a valid petition shall, between 45 and 60 calendar days, hold a special election with voting by Australian ballot to consider the recall of an elected Town officer.

(c) When such a petition is approved by a majority of the ballots cast at such special election, the Town officer named in the petition shall thereupon cease to hold the office.

(d) A vacancy resulting from the recall of an officer shall be filled in the manner prescribed by law.

(e) A recall petition shall not be brought against an individual more than once within 12 months. (Amended 2011, No. M-10 (Adj. Sess.), § 2, eff. April 27, 2012.)

Chapter 113 : Town Of Colchester

Subchapter 002 : Officers

(Cite as: 24 App. V.S.A. ch. 113, § 203)

§ 113-203. Recall

(a) Any officer elected under section 202 of this chapter may be removed from office as follows: A petition signed by not less than 15 percent of the registered voters shall be filed with the Selectboard, requesting a vote on whether the elected officer shall be removed from office. The Selectboard shall call a special Town meeting, to be held within 45 days of receiving the petition, to vote on whether the elected officer shall be removed. The official shall be removed only if at least as many registered voters of the Town vote as voted in the election wherein the officer was elected, or at least one-third of the registered voters of the Town vote, whichever is greater, and a majority of that number vote for removal.

(b) If the Town votes for removal of an elected officer, the office shall thereupon become vacant, and the Selectboard shall call a special meeting, to be held within 45 days of the vote for removal, to fill the vacancy until the term of the officer so removed expires. (Amended 2015, No. M-1, § 2, eff. Jan. 27, 2015.)

Chapter 123 : Town Of Hardwick

Subchapter 003 : Officers

(Cite as: 24 App. V.S.A. ch. 123, § 311)

§ 123-311. Recall of elected officials

(a) Any elected Town officer may be removed from office as follows:

A petition signed by not less than 25 percent of the registered voters shall be filed with the selectmen, requesting a vote on whether the elected officer shall be removed from office. The date of signing by each voter shall be indicated in the petition and such date shall not be earlier than 30 days prior to the filing of the petition. The selectmen shall call a special Town meeting, to be held within 45 days of receiving the petition, to vote on whether the elected town officer shall be removed. The officer shall be removed only if at least as many registered voters of the Town vote as voted in the election wherein the officer was elected, or at least one-third of the registered voters of the Town vote, whichever is greater, and a majority of the number of votes is cast for removal. Notwithstanding any other provision of law or of this charter to the contrary, any vote on a recall petition shall be by the Australian ballot system.

(b) If the Town votes for removal of an elected officer, the office shall thereupon become vacant, and the selectmen shall call a special meeting, to be held within 45 days of the vote for removal, to fill the vacancy until the term of the officer so removed expires. The office shall remain vacant until the next annual Town meeting if such special meeting would fall within 75 days prior to the annual Town meeting.

Chapter 127 : Town Of Middlebury

Subchapter 003 : Officers

(Cite as: 24 App. V.S.A. ch. 127, § 307)

§ 127-307. Recall

(a) Any officer elected under subsection 302(a) of this charter may be removed from office as follows:

A petition signed by not less than 15 percent of the registered voters shall be filed with the selectmen, requesting a vote on whether the elected officer shall be removed from office. The selectmen shall call a special Town meeting, to be held within 45 days of receiving the petition, to vote on whether the elected officer shall be removed. The official shall be removed only if at least as many registered voters of the Town vote as voted in the election wherein the officer was elected, or at least one-third of the registered voters of the Town vote, whichever is greater, and a majority of that number vote for removal.

(b) If the Town votes for removal of an elected officer, the office shall thereupon become vacant, and the selectmen shall call a special meeting, to be held within 45 days of the vote for removal, to fill the vacancy until the term of the officer so removed expires.

(c) The votes for removal and to fill the office removed shall be by Australian ballot.

Chapter 129 : Town Of Milton

Subchapter 007 : Officials' Conduct

(Cite as: 24 App. V.S.A. ch. 129, § 702)

- **§ 129-702. Charter Compliance Committee**

(a) A Charter Compliance Committee of three members shall be created to hear allegations from the general public or citizens who feel an elected or appointed board or commission or an elected or appointed official has, unknowingly, violated the charter. The general public or citizen must first give the elected or appointed board or commission or the elected or appointed official an opportunity to correct the alleged violation.

(b) The Town Manager and the Superintendent of Schools shall be exempt from this section. A violation of the charter by the Town Manager will be brought to the attention of the Selectboard. A violation by the Superintendent will be brought to the attention of the School Board. If the violation is not corrected in a timely manner, the general public or citizen may take action against the appropriate board.

(c) Biannually, the elected justices of the peace for the Town of Milton will elect three of its members to the Charter Compliance Committee.

(d) The Charter Compliance Committee shall meet within 10 days of a complaint received in writing by the Town Clerk. If the complaint is against the Town Clerk's office, the complaint shall be filed with the Clerk of the Selectboard.

(e) The Charter Compliance Committee shall act judiciously in a quasi-judicial capacity. The board, the commission, or the official must be given certain due process protection, including due notice, an opportunity to be heard, and a right to insist that the justices hear the evidence before coming to any conclusion about the nature of the complaint.

(f) After hearing all parties and reviewing the evidence presented, the Charter Compliance Committee shall issue its facts and findings in a timely manner.

(g) The Charter Compliance Committee shall verify the validity of the allegation. If it is found that a violation of the charter has occurred, the Committee shall publicly notify the board or commission or public official.

(h) The board, commission, or public official should have an opportunity to correct the violation in a timely manner, not to exceed 60 days.

(i) If the board, commission, or public official does not correct the violation in a timely manner, the Charter Compliance Committee shall award one of the following:

(1) Reprimand (official, board, or commission will be told to abide by the charter).

(2) Public sanction (Public will be made aware of the violation along with the facts and findings).

(j) Any officer elected under section 202 of this charter may be removed from office as follows: A legal petition stating specific cause as cited by the petitioner signed by not less than 15 percent of the registered voters shall be filed with the Town Clerk requesting a vote on whether the elected official shall be removed from the office. The Selectboard in the case of the Town and the School Board in the case of the School shall call a Special Town or School Meeting to be held within 45 days of receiving the petition, to vote on whether the elected officer shall be removed. The officer shall be removed only if at least one-third of the registered voters of the Town vote and a majority of that number vote for removal.

Chapter 133 : Town Of Poultney

Subchapter 001 : Incorporation And Grant Of Powers

(Cite as: 24 App. V.S.A. ch. 133, § 103)

§ 133-103. Recall

Any elected official or official appointed to elective office holding a Town office may be recalled by the following process:

(1) A petition signed by not less than 35 percent of the number of registered voters voting in the last annual Town meeting shall be filed with the Town Clerk.

(2) The petition shall request a special Town meeting for the purpose of recalling a specific person or persons and shall state the office that they hold.

(3) The selectmen shall act upon the petition within seven days by warning a special Town meeting.

(4) The Town meeting shall be held not less than 30 days and not more than 40 days from the date of the receipt of the petition.

(5) The special Town meeting shall be warned as provided by the general law of this State.

(6) At least four days but not more than 15 days prior to the voting, an informational meeting shall be held at which time both the elected official and the proponents for the recall shall have the opportunity to discuss the issue of recall. The informational meeting shall be warned in conjunction with the warning for the special Town meeting.

(7) Voting on the issue of recall shall be by Australian ballot. A majority of the legal votes cast shall be needed to effect a recall of that official.

Chapter 149 : Town Of Springfield

Subchapter 002 : Elections And Local Officials

(Cite as: 24 App. V.S.A. ch. 149, § 23)

- **§ 149-23. Local elected officials**

(4) Recall of elected officials:

(A) Any elected official may be removed from office as follows: A petition signed by not less than 15 percent of the registered voters shall be filed with the selectmen, requesting a vote on whether the elected officer shall be removed from office. The date of signing by each voter shall be indicated in the petition and such date shall not be earlier than 30 days prior to the filing of the petition. The selectmen shall call a special Town meeting, to be held within 45 days of receiving the petition, to vote on whether the elected officer shall be removed. The official shall be

removed only if at least as many registered voters of the Town vote as voted in the election wherein the officer was elected, or at least one-third of the registered voters of the Town vote, whichever is greater, and a majority of the number of votes is cast for removal.

(B) If the Town votes for removal of an elected officer, the office shall thereupon become vacant, and the selectmen shall call a special meeting, to be held within 45 days of the vote for removal, to fill the vacancy until the term of the officer so removed expires. The office shall remain vacant until the next annual Town meeting if such special meeting would fall within 75 days prior to the annual Town meeting.

Chapter 150 : Town Of St. Albans

(Cite as: 24 App. V.S.A. ch. 150, § 5)

§ 150-5. Recall

Any elected officer of the Town may be recalled from office as follows:

(1) A petition signed by not less than 15 percent of the registered voters shall be filed with the Selectboard requesting a vote on whether the elected officer shall be removed from office.

(2) The Selectboard shall call a special Town meeting to be held within 45 days of receiving the petition to vote on whether the elected officer shall be removed.

(3) The vote shall be by Australian ballot.

(4) The official shall be removed only if at least as many registered voters of the Town vote as voted in the election wherein the officer was elected, or at least one-third of the registered voters of the Town vote, whichever is greater, and a majority of that number vote for removal.

(5) If the Town votes for removal of an elected officer, the office shall thereupon become vacant and the Selectboard shall call a special meeting to be held within 45 days of the vote for removal to fill the vacancy until the term of the officer so removed expires. (Added 2013, No. M-3, § 2, eff. May 14, 2013.)

Chapter 149 : Town Of Springfield

Subchapter 002 : Elections And Local Officials

(Cite as: 24 App. V.S.A. ch. 149, § 23)

- **§ 149-23. Local elected officials**

(4) Recall of elected officials:

(A) Any elected official may be removed from office as follows: A petition signed by not less than 15 percent of the registered voters shall be filed with the selectmen, requesting a vote on whether the elected officer shall be removed from

office. The date of signing by each voter shall be indicated in the petition and such date shall not be earlier than 30 days prior to the filing of the petition. The selectmen shall call a special Town meeting, to be held within 45 days of receiving the petition, to vote on whether the elected officer shall be removed. The official shall be removed only if at least as many registered voters of the Town vote as voted in the election wherein the officer was elected, or at least one-third of the registered voters of the Town vote, whichever is greater, and a majority of the number of votes is cast for removal.

(B) If the Town votes for removal of an elected officer, the office shall thereupon become vacant, and the selectmen shall call a special meeting, to be held within 45 days of the vote for removal, to fill the vacancy until the term of the officer so removed expires. The office shall remain vacant until the next annual Town meeting if such special meeting would fall within 75 days prior to the annual Town meeting.

Chapter 151 : Town Of St. Johnsbury

(Cite as: 24 App. V.S.A. ch. 151, § 21)

§ 151-21. Recall

Any Town officer, as defined by 17 V.S.A. § 2646, may be recalled by the following process:

(1) A petition shall be filed with the Town Clerk signed by not less than twenty-five percent of the number of registered voters at the time the petition is submitted.

(2) The petition shall request a meeting of the voters of the Town for the purpose of recalling a Town officer and shall set forth the name of the person to be recalled, the reason for the recall, and shall identify the office he or she holds.

(3) The Selectboard shall, within 15 days of receipt of such petition, warn a meeting to act upon the petition.

(4) The meeting shall be held not less than 30 nor more than 40 days from the date of the warning.

(5) The meeting shall be warned as provided by the general laws of the State of Vermont.

(6) At least four days, but not more than 15 days, prior to the meeting, an informational meeting shall be held at which time both the Town officer who is the subject of the recall petition and the proponents of the recall shall have the opportunity to discuss the petition to recall. The informational meeting shall be warned in conjunction with the warning for the meeting.

(7) When a two-thirds majority of the voters present and voting on the question at such meeting vote in favor of the recall, the Town officer subject to the petition shall be recalled and the office he or she held shall be deemed vacant.

(8) A recall petition shall not be brought against the same officer more than once within any 12-month period. (Added 2015, No. M-3, § 2, eff. Mar. 12, 2015.)

Chapter 153 : Town Of Stowe

Subchapter 004 : Officers

(Cite as: 24 App. V.S.A. ch. 153, § 401)

- **§ 153-401. Officers generally; elected officers; recall**

(a) The elected officers of the Town of Stowe shall be: Selectboard members, Moderator, and listers. These officers shall have all the powers and authority necessary to carry out their duties and responsibilities under this charter and the laws of the State of Vermont.

(b) Elected Town officers may be removed from office as follows:

(1) A petition signed by not less than 30 percent of the registered voters of the Town shall be filed with the Selectboard requesting a vote on whether one or more elected officer shall be removed from office before the expiration of the officer's term. The date of signing by each voter shall be indicated in the petition, and the date shall not be earlier than 30 days prior to the filing of the petition.

(2) If the petition, as filed, meets the requirements of subdivision (1) of this subsection, the Selectboard shall call a special Town meeting, to be held within 45 days of the filing of the petition, to vote on whether the named elected Town officer shall be removed.

(3) The named elected Town officer shall be removed only if at least as many registered voters of the Town vote as voted in the election at which the officer was elected, or at least one-third of the registered voters of the Town vote, whichever is greater, and a majority of the number of votes is cast for removal.

(4) Notwithstanding any other provision of law to the contrary, a vote on a recall petition shall be by Australian ballot.

(c) A vacancy resulting from the recall of an elected Town officer shall be filled in the manner prescribed by law.

(d) A recall petition shall not be brought against a particular named individual more than once within any 12-month period. (Amended 2001, No. M-7, § 2, eff. May 21, 2001; 2009, No. M-18 (Adj. Sess.), § 2, eff. May 5, 2010; 2013, No. M-4, § 2, eff. May 8, 2013.)

Chapter 155 : Town Of Underhill

Subchapter 006 : Recall Of Elected Town Officers

(Cite as: 24 App. V.S.A. ch. 155, § 61)

- **§ 155-61. Recall of elected town officers**

Any elected Town officer may be removed from office subject to the following conditions and procedures:

(1) A written petition that is signed by not less than 15 percent of the registered voters of the Town seeking the removal of the Town officer or officers and

requesting a vote of the Town at a regular or special Town meeting called for that purpose shall be filed with the Town Clerk.

(2) The Selectboard shall call a special Town meeting, to be held within 45 days of receiving the petition, to vote on whether the elected officer shall be removed. The vote shall be held by Australian ballot.

(3) When the petition is approved by a majority of the ballots cast at the special Town meeting, the Town officer named in the petition shall cease to hold the office.

(4) A vacancy resulting from the recall of an officer shall be filled in the manner prescribed by law.

(5) A recall petition shall not be brought against an individual more than once within 12 months. (Added 2021, No. M-3, § 2, eff. June 1, 2021.)

Chapter 155C : Town Of Westford

(Cite as: 24 App. V.S.A. ch. 155C, § 5)

- **§ 155C-5. Removal of elected Town officers**

Any elected Town officer may be removed from office in the following manner:

(1) A petition must be filed with the Town Clerk seeking the removal of the elected Town officer or officers. The petition must be signed by at least 15 percent of registered voters.

(2) Within 15 days after receipt of the petition, the Selectboard shall warn a special Town meeting, or if the annual meeting is to occur within 90 days of the filing of the petition, the Selectboard shall include an article in the warning for the annual meeting, for the purpose of voting by Australian ballot on whether the officer or officers shall be removed from office.

(3) Removal shall only occur if a majority of the votes cast at the annual or special town meeting approve removal and the total of all votes cast on the removal question equals or exceeds the total of all votes that were cast to elect the officer.

(4) If an officer is removed, the officer shall immediately cease to hold office and the office shall become vacant. The vacancy shall be filled as provided by law.

(5) Only one petition for removal may be filed against any given elected officer during any 12-month period of his or her term of office. (Added 2013, No. M-20 (Adj. Sess.), § 3, eff. June 3, 2014.)

Chapter 157 : Town Of Windsor

Subchapter 003 : Elected Officers

(Cite as: 24 App. V.S.A. ch. 157, § 11)

- **§ 157-11. Elected officers**

(a) The following officers shall be elected by the voters of the Town of Windsor, and voting for all such officers shall be by Australian ballot:

(1) five Selectboard members;

(2) one Town Clerk;

(3) one Town Treasurer;

(4) one Moderator;

(5) three listers;

(6) [Repealed.]

(7) three trustees of public funds.

(b) Only a voter of the Town of Windsor may seek election to or hold a Town elected office.

(c) Any officer elected under this charter may be removed from office as follows: A petition signed by not less than 15 percent of the registered voters shall be filed with the Selectboard requesting a vote on whether the elected officer shall be removed from office. The Selectboard shall call a special Town meeting to vote by Australian ballot on whether the elected officer shall be removed. The official shall be removed only if at least one-third of the registered voters of the Town vote, and a majority of those voting vote for removal. If the Town voters vote for removal of an elected officer, the office shall thereupon become vacant. The Selectboard shall call a special Town meeting to fill the vacancy until the term of the officer so removed expires. The votes for removal and to fill the vacancy shall be by Australian ballot. The Selectboard may fill such vacancy by appointment until a new member is duly elected.

(d) The vote to fill any vacancy shall be by Australian ballot. The Selectboard, or its remaining members, may fill any vacancy by appointment until a new member is duly elected. If only one member remains, that Selectboard member may sign the orders.

(e) A member of the Selectboard shall not be a lister or an employee of the Town. A Town administrator shall not hold any elected office in the Town government. (Amended 1999, No. M-12 (Adj. Sess.), § 5, May 9, 2000; 2005, No. M-13 (Adj. Sess.), § 5, eff. May 17, 2006; 2011, No. M-18 (Adj. Sess.), § 2, eff. May 9, 2012.)

Chapter 162 : Town Of Woodford

(Cite as: 24 App. V.S.A. ch. 162, § 10)

- **§ 162-10. Recall of elected officials**

(a) Any elected official may be removed from office for just cause as follows: A petition signed by not less than 30 percent of the registered voters shall be filed with the Selectboard requesting a vote on whether the elected officer shall be removed from office. The date of signing by each voter shall be indicated in the petition and such date shall not be earlier than 30 days prior to the filing of the petition. The Selectboard shall call a special Town meeting, to be held within 45 days of receiving the petition, to vote on whether the elected official shall be removed. The official shall be removed if at least one-third of the registered voters of the Town vote and two-thirds of the number of votes is cast for removal.

(b) If the Town votes for removal of an elected officer, the office shall thereupon become vacant and the Selectboard shall call a special meeting, to be held within 45 days of the vote for removal, to fill the vacancy until the term of the officer so expires. The votes for removal and to fill the office removed shall be by Australian (secret) ballot. (Added 2013, No. M-8, § 2, eff. May 23, 2013.)

http://www.rutlandherald.com/articles/recall-election-historic/

Recall election historic

Oct 14, 2003

By BRENT CURTIS Herald Staff WINDSOR — Residents who vote in a recall election for four members of the Select Board will be making state history. Recall elections are almost unheard-of in Vermont, and the upcoming vote to remove town officials might be a first in state history, according to the secretary of state's office. "It's extremely unusual," Secretary of State Deborah Markowitz said Monday. "In recent history, there have been none. This might be the first recall of a town select board." State archivist Gregory Sanford concurred. "I'm not aware of any at the local level," he said Monday. "Usually, the terms of office are so short that if you don't like someone, it's a matter of waiting two or three years to vote them out." The recall election became official late last week when a local group working to oust the incumbents submitted a petition containing almost 500 signatures to the town clerk's office. Petitioners had to gather at least 450 signatures — or 15 percent of registered voters — to hold a recall vote. The petition calls for the removal of board members Desmond Willey, Barbara Flinn, Michael Quinn and Jerry Lepisko. All four voted in July to fire then Town Administrator John Schempf. Selectman Vin Fusca, who supported Schempf, wasn't named in the petition. The Select Board will meet today to discuss the petition and set a date for a recall election. The board has 15 days from the date the signatures were certified to set a date for the vote. An election must be warned 30 to 45 days in advance of the vote. For members of the group hoping to oust the four board members, getting the names they needed to hold an election might have been the easy part. One-third of the town's registered voters — about 1,000 residents — would need to participate to make the recall vote valid. Rudolph Hanacek, one of about 30 residents who have been circulating petitions, said he wasn't worried about getting people to the polls. "We believe the turnout is not as big an issue as it's been made out to be," he said. "In 1999, more than 1,000 people turned out (on Town Meeting Day), and there was nothing special on the ballot." Hanacek said members of his group planned to go door to door, deliver fliers, write letters in newspapers and post information on the Internet to get word out on the vote. Hanacek posted a notice about the recall vote at www.upsaid.com/windsorvt. He said 14 people have expressed an interest in running for the board if the recall elections were successful. No one has officially tossed a hat into the ring, but Hanacek said four former board members are mulling the idea and Schempf could run in the recall or during town meeting. Each of the four board members will be voted separately on the ballots. One selectman whose seat is in jeopardy said he doesn't think the recall

will be successful. Lepisko, whose two-year term on the board is up in March, said he didn't think the majority of town residents wanted to oust the incumbents. "This thing means nothing to me except that it's a big waste of the town's time and money," he said. "I feel and like to believe that I represent a silent majority that is interested in the economic interests of the town." Lepisko said he doubted that all those who signed the recall petition were actually interested in removing members of the board. "My gut feeling says there's maybe 20 to 25 percent of those that signed that will vote that way," he said. "When people knock on your door with a petition, you'll sign anything to get them to go away." If he can, Lepisko hopes to derail the recall vote before it gets to an election. He said he planned to review the petition today to make sure it was properly certified. He also said he would challenge the vote on the grounds that, if successful, the board would be left with no quorum to call a special election to vote in new members. "Our charter says you must have at least three selectmen to call a special election," he said. "If we lose four members, we wouldn't be able to elect new members." However, Markowitz said, state law makes special provisions for such situations. "In that case, the remaining member would have authority to call a special election to fill the vacancies," she said. Recall of town officials is something of an anomaly in the state, Markowitz said. State statutes make no provision for it; however, some town charters allow such measures. Other communities that allow recall votes include Bennington, Brattleboro, Colchester, Hardwick, Middlebury and Poultney, Markowitz said. Contact Brent Curtis at brent.curtis@rutlandherald.com.

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TOWN of WINDSOR

P.O. Box 47 • 147 Main Street
Windsor, Vermont 05089

WARNING FOR SPECIAL TOWN MEETING
November 25, 2003

The legal voters of the Town of Windsor, Vermont are hereby notified and warned to meet at the **Green Room** in the Windsor Municipal Center, 29 Union Street in said Town, Tuesday, November 25, 2003 to vote by Australian ballot on the petitioned articles to recall public officials. Polls open at 9:00 a.m. and close at 7:00 p.m.

There will be an informational meeting on the questions, Monday, November 24, 2003 at 7:00 P.M. in the **Selectboard Chambers**, Windsor Municipal Building, in said Town.

ARTICLE 1: Shall the voters of the Town of Windsor vote to remove from office, Desmond Willey, Selectboard Member; Chair?

ARTICLE 2: Shall the voters of the Town of Windsor vote to remove from office, Barbara Flinn, Selectboard Member; Vice-Chair?

ARTICLE 3: Shall the voters of the Town of Windsor vote to remove from office, Michael T. Quinn, Selectboard Member; Secretary/Clerk?

ARTICLE 4: Shall the voters of the Town of Windsor vote to remove from office, Gerald Lepisko, Selectboard Member?

Dated at Windsor this 23rd day of October, 2003.

Desmond Willey, Chairman

Barbara Flinn, Vice Chairperson

Vincent Fusca, III

Jerry Lepisko

Michael Quinn

Received for record this 24th day of October, 2003.

Sandra Hinkley Micka, Town Clerk

SPECIAL TOWN MEETING
November 25, 2003

Pursuant to the Warning, Presiding Officer, Sandra Hinkley Micka, opened Special Town Meeting on Tuesday, November 25, 2003 at 9:00 a.m. at the Municipal Building, ballot box declared open at 9:00 a.m. The following results were announced.
693 ballots cast. 115 absentee.

Article 1.
Shall the voters of the Town of Windsor vote to remove from office, Desmond Willey, Selectboard Member; Chair?

YES 531 NO 156

Article 2.
Shall the voters of the Town of Windsor vote to remove from office, Barbara Flinn, Selectboard Member; Vice-Chair?

YES 532 NO 154

Article 3.
Shall the voters of the Town of Windsor vote to remove from office, Michael T. Quinn, Selectboard Member; Secretary/Clerk?

YES 498 NO 188

Article 4.
Shall the voters of the Town of Windsor vote to remove from office, Gerald Lepisko, Selectboard Member?

YES 512 NO 175

Election Official

Presiding Officer

IS VOTE IS NOT VALID AS THE VOTES WERE LESS THAN THE REQUIRED NUMBER OF 1/3
THE VOTER CHECKLIST or 1000 VOTES.

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SPECIAL TOWN MEETING
November 25, 2003

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eeting on Tuesday, November 25, 2003 at 9:00 a.m. at the Municipal Building, ballot
x declared open at 9:00 a.m. The following results were announced.
3 ballots cast. 115 absentee.

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lectboard Member; Chair?

YES 531 NO 156

icle 2.
all the voters of the Town of Windsor vote to remove from office, Barbara Flinn,
lectboard Member; Vice-Chair?

YES 532 NO 154

cle 3.
all the voters of the Town of Windsor vote to remove from office, Michael T. Quinn,
ectboard Member; Secretary/Clerk?

YES 498 NO 188

cle 4.
all the voters of the Town of Windsor vote to remove from office, Gerald Lepisko,
ectboard Member?

YES 512 NO 175

Therese L Gneid
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Barbara H. Micka
ding Officer

Underhill recall seeks to remove selectman

By Calvin Cutler
Published: Oct. 18, 2021 at 4:28 PM EDT|Updated: Oct. 18, 2021 at 4:48 PM EDT
UNDERHILL, Vt. (WCAX) - Voters in Underhill are headed to the polls Tuesday to decide whether to recall a selectboard member.

Supporters of the recall claim Peter Duval was disrespectful toward town staff and is misusing his role as an elected official.

Recall votes in Vermont are extremely rare. Underhill is among just over a dozen towns that have adopted a recall policy. They passed theirs during Town Meeting Day last year. Any charter changes passed by towns have to be approved by the Vermont Legislature.

"It's a little bit of uncharted territory for the town of Underhill, but we have enough guidance to move forward. It should be interesting to see what happens," said Bob Stone, the Vice-Chair of the Underhill Selectboard.

Duval says he doesn't understand the rush to vote and that there is no need for the recall.

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Underhill says 'yes' to recalling selectboard member

By Calvin Cutler
Published: Oct. 20, 2021 at 4:37 PM EDT
UNDERHILL, Vt. (WCAX) - Voters in Underhill made state history Tuesday, recalling a sitting selectboard member.

Voters overwhelmingly voted to recall Peter Duval by a margin of 570 to 23.

"When you get 96% of the voters to say your time is over, I think that speaks loudly," said Kurt Johnson, a former selectboard member.

Duval was elected on Town Meeting Day last year through write-ins in an uncontested race. After he was elected, former selectboard members say he violated Underhill's conflict of interest policy. And town staff also allege he was verbally abusive toward staff and other selectboard members.

"He would try to throw a wrench in every topic that would come up at the selectboard meeting," said Jennifer Silpe-Katz, Underhill's finance officer.

They say the former town administrator even resigned because of conflict with Duval. So, last July staff began drafting a town charter change allowing for the recall of an elected officer. Voters gave it the green light on Town Meeting Day. Lawmakers in Montpelier also gave it the seal of approval and the governor signed it into law.

Sixteen towns in Vermont have charter recall amendments on the books. But with Tuesday's special election, Underhill became the first town in Vermont history to actually use it.

Duval declined to directly address the alleged conflict of interest or mistreatment of town employees but says "It's impossible to prove a negative." Duval also says he's relieved with the vote. "I thought maybe the yes committee had gone too far, I mean a lot too far, so I was relieved," he said. He also says the recall could have implications for other four-year officeholders. "That could be really destabilizing I think.'

Underhill staff say they're glad the vote is over too. They say the pandemic put more eyes on local government through streaming platforms, allowing for more transparency and more accountability. "People have written us letters of support, called us, said 'we're rooting for you,' and then came out yesterday and voted," Silpe-Katz said.

Town leaders are now in the process of finding a temporary replacement for Duval until they can elect a permanent replacement on Town Meeting Day.

Selectboard member ousted in overwhelming vote by residents of Underhill

By **Lana Cohen**

Oct 20 2021

UNDERHILL — Town residents overwhelmingly ousted Peter Duval as a member of the Underhill Selectboard in a 570-23 vote Tuesday.

The recall capped a more than yearlong effort to remove Duval, whom town staff members accused of abusing his position and of bullying town officials.

Duval contended the recall effort was a smear campaign led by Underhill residents who were out to get him from the day he was elected. In an email after the results came in, he indicated he is glad to be out of office.

"Landslide! What a relief," he wrote.

Duval's termination is immediate.

"I'm so overwhelmed by how many people came out to vote," said Underhill Town Clerk Sherri Morin, who spearheaded the effort to remove Duval. Almost a quarter of the town's 2,578 registered voters cast ballots on the issue.

"The attitude in Underhill has already changed," Morin said Wednesday morning. "Now that this is over, people feel they can move forward and get the town's work done."

Standing in front of the Underhill Town Hall during Tuesday's voting, Duval seemed to hope that he could stay in office, saying there was "still a chance." Duval said he would be happy if townspeople voted to keep him in office, as that would mean they were able to "see through the smoke." He also indicated he may run for office again in the future.

But once the results came in, he said he was relieved to be removed from the board, and it's been difficult to deal with the "freeze-out" from town officials and employees, who he said wouldn't respond to his emails and were subtly aggressive toward him.

The selectboard will now invite letters of interest from people interested in filling the vacant selectboard seat. The board plans to choose an interim board member, who would serve until town elections in March.

Former and current town staff members, including Morin, complained that Duval violated the selectboard's conflict of interest policy, abused his position, and was condescending and disrespectful toward town staff.

"Our ability to work is routinely disrupted or stalled by [Duval's] aggressively suspicious and counterproductive efforts, which appear to be motivated by a long-simmering dislike and distrust of the town government," wrote four town staff members in a letter dated August 2020 to Dan Steinbauer, the selectboard chair, and Dean Haller, human resources consultant for Underhill.

It took an elaborate process for voters to remove Duval from office. It started in August 2020, when Morin petitioned to alter the town charter to allow townspeople to remove elected officials before the end of their term. Residents approved the charter change on Town Meeting Day in March.

Shortly afterward, Morin and other townspeople circulated a petition to hold the recall vote and succeeded in putting the issue on Tuesday's ballot.

Morin said she wanted to remove Duval from office because his behavior was making it difficult for Underhill's government to function.

In the days leading up to Tuesday's vote, several Underhill residents posted on Front Porch Forum arguing for Duval's ouster.

James Beebe-Woodard posted about working briefly as Underhill's town administrator from July to December 2020.

"Despite coming to the job extremely well-qualified and with tremendous enthusiasm, I left the job rather abruptly because of Selectman Duval's abusive behavior toward town staff," Beebe-Woodard wrote.

Ellen Arrowsmith, who's lived in Underhill for seven years, was among the residents who said they voted for Duval's ouster.

"I don't think our town has been able to function as well as it needs to," she said as she exited the polling area Tuesday. "I hope that this is a step towards us functioning better."

Petition Circulating In St. Johnsbury To Introduce Mechanism To Oust An Elected Official

- Taylor Reed
- Jan 18, 2013

Elected officials beware.

A concerned citizens' group in St. Johnsbury on Thursday launched a push to install in the town charter a provision to recall elected officials, said Mike Fortier, a member of the citizens' group. The group is collecting signatures for a petition to present the matter to voters in March at annual town meeting.

The petition is due at the town office by Jan. 28 and must include around 250 signatures, or 5 percent of registered voters. The citizens' group will collect 300 signatures to be safe, Fortier said.

He has no doubts about meeting the deadline.

"I'm not worried about that," Fortier said Thursday.

The petition states, "We the undersigned legal voters of the town of Saint Johnsbury, hereby petition the select board of the town of St. Johnsbury, Vermont, to place the following article on the warning for the annual town meeting to be held on the 5th day of March, 2013. This petition is filed pursuant to 17 V.S.A. 2645(a) and will enable the voters of St. Johnsbury to recall elected officials."

The proposed warning article states, "Any elected official or official appointed to elective office holding a town office may be recalled by the following process: (1) A petition signed by not less than thirty-five percent of the number of registered voters voting in the last annual town meeting shall be filed with the town clerk. (2) The petition shall

request a special town meeting for the purpose of recalling a specific person or persons and shall state the office that they hold. (3) The selectmen shall act upon the petition within seven days by warning a special town meeting. (4) The town meeting shall be held not less than thirty days and not more than forty days from the date of the receipt of the petition. (5) The special town meeting shall be warned as provided by the general law of this state. (6) At least four days but not more than fifteen days prior to the voting, an informational meeting shall be held at which time both the elected official and the proponents for the recall have the opportunity to discuss the issue of recall. The informational meeting shall be warned in conjunction with the warning for the special town meeting. (7) Voting on the issue of recall shall be by Australian ballot. Sixty-five percent of the legal votes cast shall be needed to affect a recall of that official."

A dozen Vermont towns maintain recall provisions. They are Bennington, Brattleboro, Colchester, Hardwick, Poultney, Middlebury, Milton, South Burlington, Springfield, Stowe, Waterbury village, and Windsor.

The St. Johnsbury citizens' group cobbled together its proposed recall provision using pieces of provisions from those towns, Fortier said.

"Out of all the towns in Vermont, there are 12 that have a recall provision," he said. "So we just pulled what we thought was the best stuff from each of those towns."

Recall provisions must pass muster with the Vermont Legislature before admittance into municipal charters, Fortier said. As such, the citizens' group thinks the recall provisions it used are legally sound, he said.

The citizens' group worked to make recall difficult, Fortier said.

"We're trying to make sure that to recall an elected official is a pretty high bar," he said. "Not easy."

He gave a few reasons Thursday behind the push for the provision. The citizens' group plans to detail it further following verification of its petition.

Fortier said a recall provision provides residents a safeguard.

"There's no way now to take any corrective action," he said "We might elect somebody and find out later that we made a mistake, but now we're stuck with it. It's just a safety valve."

Fortier and the citizens' group hope the recall issue remains civil.

"I'm not trying to ruffle feathers," Fortier said. "We're just trying to keep it positive."

Selectman Jim Rust, board chairman, thinks a recall provision is a bad idea. It could undermine municipal government, generate major distractions and cost big money, he said Thursday.

"For me, I think it's a lot of unnecessary paperwork," Rust said. "It's going to be an undue expense. I think in the town of St. Johnsbury that the select board can change every March. There are three selectmen always up for re-election in March. The forefathers a long time ago determined the select board has a chance to change every March."

The consequence of a recall provision could be extremely disruptive, Rust said. There are a number of possible scenarios, he said.

"We could be in perpetual elections all year," Rust said. "You could end up having elections 15 days apart, and that's a lot of money."

For example, if one selectman is recalled, his or her supporters may retaliate by recalling an opposing selectman, Rust said. Another issue is the ability of recalled officials to rerun for the position they lost, Rust said.

"The person that just got ousted could run," Rust said. "They could run and win. Then, most likely the people who are upset could go out and get a petition to oust them again."

Filling vacancies after a recall is another issue. It would happen in one of two ways, Rust said.

Selectmen could vote to appoint a candidate, he said. The appointee would serve until the next annual town meeting, when voters would elect a resident to serve the remainder of the ousted person's original term, Rust said.

Or, St. Johnsbury could hold a special election to fill vacancies, Rust said. Special elections cost around $3,000, he said.

Rust said his stance on recall is not based in fear.

"My concern with the [recall] provision is not for myself or anyone else," Rust said. "My concern is the cost to the taxpayers when groups of people will be able to force the town into a constant election period."

Selectman Kevin Oddy holds the opposite opinion. He supports the petition, and said Thursday a recall provision would be a great addition to the municipal charter.

"I think it's absolutely wonderful," Oddy said. "I think there should be a recall provision in the town charter so the citizens have a way of dealing with things. The select board, or any public officials, is elected by the citizens and we are there to serve the citizens. Therefore, the citizens should have a mechanism to deal with situations and the way we are serving the people."

Selectman Alan Ruggles, who saw the petition Thursday, said it looks professional and well worded. A recall provision may be a good idea, he said.

"If the citizens of St. Johnsbury feel we need that, then I wholeheartedly support it," Ruggles said. "I see it as a mechanism. If people are that strongly dissatisfied with something, it's a tool they can use to fix a situation with a town official."

Town Clerk/Treasurer Stacy Jewell had little to say about the petition Thursday.

"It's their right," she said of the citizens' group.

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: December 3, 2021

Issue

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

Discussion

Following the discussion between the Selectboard and Village Trustees on Nov. 22, the Village has provided updated version of the following shared service agreements:

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

In addition, the Village has provided a memo from Brad Luck re: Upcoming Agreements (attached) and the following shared service agreements for the Selectboard to review in advance of the Dec. 13 meeting between the Selectboard and Trustees:

- Reappraisal and Assessor Services Agreement
- Right of First Refusal Agreement
- Stormwater Agreement (and supporting materials)

In order to have a complete and thorough discussion about this topic, an executive session may be necessary because the premature disclosure of the information may put the 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. Shared Financial Services Agreement;

d. Information Technology Agreement; and

e. Delinquent Tax Agreement.

2. Prior to the execution of the foregoing agreements, the Parties, working in good faith, shall reach agreement, at a minimum, on the following matters: Right of First Refusal for 81 Main Street; Stormwater Agreement; Indian Brook access; EJRP program access; Senior Center and Bus; Tree Farm building use and maintenance; and shared boards, commissions, and committees. 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. Joint administrative services (Manager; Human Resources, etc.) will be discontinued at such time the Village has retained those services for itself or February 25, 2022, whichever occurs first. 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.

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 agreement is reached on those issues set forth in section 2, above. 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 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 at a duly warned meeting.

To Town of Essex:	Town of Essex Selectboard 81 Main Street Essex Junction, VT 05452
To Village of Essex Junction:	Village Board of Trustees 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 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 ~~Collection~~ 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 ("Village") 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 each Municipality in collecting property tax ~~payments~~ delinquencies~~and delinquencies between the Municipalities~~;

WHEREAS, any property tax ~~payments due or~~ delinquencies incurred for properties located in the ~~City~~ Village ~~following July 1 of the first fiscal year after the~~prior to the date the City begins collecting taxes ~~effective date of the City Charter~~ will be collected by and payable to the ~~City of Essex Junction~~Town of Essex;

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) ~~Following~~ Prior to the date the City begins collecting its own taxes, ~~July 1 of the first fiscal year following the effective date of the City Charter,~~ all ~~property taxes due and~~ delinquencies incurred for properties located in the former Village will be collected by and payable to the Town~~City~~. The Town may continue collection efforts for both the Town and former Village, 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 at the end of the fiscal year in which Village voters were allowed to vote on the Town budget and may pursue its own collection efforts. The City shall honor the terms of any payment plans for any delinquent account purchased.

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

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

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

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

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

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

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

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

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

DATED this ___ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

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's IT Director and the City's IT consultants will work together to develop a plan and facilitate this migration;

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

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

1. The City shall provide the Town with a list of IT consultants and staff ("IT Consultants") the City has authorized to access the former Village's IT infrastructure, data, and resources. The City shall keep this list current and provide updates to the Town of any changes to this list.

2. The IT Consultants will work with the Town's IT Director to prepare a written plan for the migration of the former Village IT infrastructure, data, and resources to the City that will be in place prior to commencing the migration. The acceptance of the plan by the Town IT Director's 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. This access shall be provided until

the City completes the migration or June 30, 2023, whichever occurs sooner. The IT Consultants and or the City shall be responsible for any damage to Town infrastructure caused by their ~~access to same~~data acquisition efforts and shall, to the fullest extent permitted by law, indemnify and hold harmless the Town against any claims and penalties resulting from such access. In the process of migration, the City shall not violate any state or federal regulations concerning protected data. If there are IT related contracts with expiration dates after the last fiscal year in which City residents pay Town taxes that cannot be transferred to the City without penalty or would be canceled if the City were no longer a part of the contract, the Town and City shall maintain the contract through its expiration date and the City shall reimburse the Town fifty percent (50%) of the amount due. The Town shall provide a copy of the vendor's invoice and invoice the City the amount due with payment terms. The Town and City may consider future conversations of extending, renewing, or creating IT related contracts if they so desire. 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. Both the Town and City shall negotiate with those vendors on any claimed penalties.

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. In no event shall the City have access to non-Village related data following completion of the migration.

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 based upon the salary and benefit costs of the Town IT Director for the costs incurred in providing staff and equipment to assist with the migration.

~~5.~~

6. This Agreement shall terminate at the time the City notifies the Town the migration is complete or June 30, 2023, whichever occurs sooner. If this contract requires an extension, the Parties shall not unreasonably deny the extension. Prior to termination of the Agreement, the City shall reimburse the Town for any costs incurred pursuant to Section 5 above.

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

~~6.~~

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87. 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 Selectboard
81 Main Street
Essex Junction, VT 05452-3209

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

98. 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.

109. 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.

110. 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.

121. 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.

132. 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.

~~13. This Agreement may be amended or modified by mutual written agreement of the Parties.~~

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 be renewable for another five (5) years (Extended Term) at the conclusion of the Initial Term provided neither 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 be renewable 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.

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 the Town's billing for the second 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 Town voters fail to approve a proposed budget, and the budget failure 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 terminate upon any of the following events:

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

    b. The Parties enter into a new written agreement which expressly supersedes this Agreement; or

c. At such time that the City has notified the Town that it has established a municipal Police Department that performs the Services, for which notice shall be provided to the Town a minimum of two years in advance.

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 Selectboard
81 Main Street
Essex Junction, VT 05452-3209

To City of Essex Junction:
City of Essex Junction City Council
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

Memo

To: Village Trustees & Selectboard

From: Brad Luck, Essex Junction Recreation & Parks

Date: December 3, 2021

Re: Upcoming Agreements

Two recent events are driving the need for new agreements between the Village and Town. With the end of joint management and the resignation of the finance director, it would behoove the boards to discuss agreements about finance and the clerk/treasurer's office. These relationships exist and will into the future, but should be codified in an agreement(s). Below are some draft, high-level concepts for discussion:

<u>Finance for Village & Town (regardless of City Charter status)</u>
*Each municipality will employ, manage, and pay for their respective finance department.
*If there are shared finance non-personnel related expenses, each municipality is responsible for 50% of the costs.
*Both finance departments will operate out of 81 Main Street.
*The finance departments work as a cross-functional team, helping to accomplish the finance needs of both municipalities, as assigned by the finance directors.
*The finance departments work towards unraveling the areas where the two municipalities are intertwined so that each municipality can exist independently in the future.
*Agreement expires June 30, 2025, but can be extended if needed.
*Agreement can expire sooner if both finance directors agree they can operate independently and can draft a transition timeline with the managers, which is signed off by the boards.

<u>Clerk/Treasurer for Village & Town (regardless of City Charter status) – [note: this is how things currently operate]</u>
*Village and Town share the office of the Clerk/Treasurer and consolidated Town and Village Clerk.
*Office, staff, and services are located at 81 Main Street.
*Village employs the Clerk/Treasurer, the Town employs two Clerk/Treasurer employees.
*Town pays the Village $50,000 per year.

<u>Clerk/Treasurer for City & Town (if City Charter passes)</u>
*Clerk/Treasurer relationship between the Village and Town continues until June 30, one year after the City is established (transition year).
*During the transition year Clerk/Treasurer department staff serve both municipalities, providing all clerk/treasurer services out of one office, yet distinguishing business by municipality as needed and required. Staff work to prepare for each department to operate independently, at separate locations, by the conclusion of the transition year.

*By July 1, one year after the City is established, the City and Town each employ and operate their respective Clerk/Treasurer's offices in their respective locations.

Shared Boards, Commissions, and Committees

Another agreement that needs to be reached is regarding shared boards, commissions, and committees. It is recommended that the boards have a discussion of which boards, commissions, and committees they would like to continue in the event of separation. It would be helpful if both boards could begin thinking about this in advance of the 12/13 joint meeting so that a discussion can take place, high level agreements can be reached, and staff will have content for legal counsel to draft an agreement.

REAPPRAISAL AND ASSESSOR SERVICES AGREEMENT

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

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

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

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

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

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

WHEREAS, the City agrees to continue to contribute towards the costs of the Town's Office of Assessor and receive assessing services for the City, based upon its Percentage of Pparcels until the upcoming reappraisal is complete and the appeal process has concluded; and

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

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

1. The Town shall use the existing reappraisal funds to conduct the upcoming reappraisal of all properties located within the Town and the City.

2. The Town shall initiate and manage the upcoming reappraisal pursuant to 32 V.S.A. § 4041a, unless the Parties mutually agree otherwise.

3. The reappraisal fund balance ("Reappraisal Balance") shall be determined as of the date of the last payment by the State pursuant to 32 V.S.A. § 4041a to the Town which includes payment for parcels now located in the City.

4. If the Reappraisal Balance is insufficient to fund the upcoming reappraisal, the Town and City shall contribute additional funds in proportion to each Municipality's percentage of parcels.

5. The additional funds shall be due thirty (30) days after receipt of a detailed accounting and invoice.

6. If residual funds remain in the Reappraisal Balance at the conclusion of the upcoming reappraisal, the residual funds shall be distributed to the Town and City in proportion to each Municipality's percentage of parcels if lawful.

7. The residual funds shall be disbursed with a detailed accounting of the disbursement within thirty (30) days of the final payment for the upcoming reappraisal.

8. Any appeals for properties located within the City that arise from reappraisal after the Change of Real Estate Values are sent to property owners shall go to the Assessor. The Assessor will work with the reappraisal contractor to address the appeal. If City property owners are not satisfied with the outcome of the Assessor's decision, they may appeal to ~~T~~the City Board of Civil Authority~~. shall hear and address any tax appeals that arise from the reappraisal for properties that are located within the City.~~

9. In exchange for its receipt of Assessor services, the City will continue to contribute towards the cost of the Office of the Assessor ~~-~~based upon its ~~percentage~~ Percentage of ~~parcels~~ Parcels until the end of the fiscal year in which the upcoming reappraisal is completed. Thereafter, should there be an appeal process with respect to any parcel located within the City, the City shall compensate the Town for time expended by Town employees in supporting the ~~City's~~ Town Assessor's position in the appeal on a reasonable hourly basis. When the reappraisal is completed but before any appeals have concluded, the City may establish its own office of assessor at its sole cost and expense (including the cost of data transfer) or continue to share assessor services with the Town. Continuing a shared relationship will be pursuant to a new mutually acceptable agreement.

10. The Town and City hereby agree to take or cause to be taken such further actions, and to execute, deliver and record, or cause to be executed, delivered and

recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.

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

12. Any notice required under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party.

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

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

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

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

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

16. 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.

17. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any

breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 202_.

TOWN OF ESSEX

By:_____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By:_____
Its Duly Authorized Agent

RIGHT OF FIRST REFUSAL AGREEMENT

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

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

1) Grantor hereby unconditionally and irrevocably grants to Grantee a right of first refusal to purchase all or a portion of the Property, or any interest in the Property, on the terms and conditions contained in this Agreement.

2) In the event Grantor intends to accept a bona fide offer to sell the Property to a third party ("Offer"), it shall promptly give to the Grantee written notice of the terms of such contract. The written notice shall contain the material terms and conditions of the Offer, including, but not limited to, the price, a description of the property to be transferred, the form of consideration, contingencies, and a copy of the contract.

3) In the event Grantor desires to sell the Property and does not have an Offer, the Parties may: a) together agree on the fair market value; b) use a mutually agreed upon appraiser to determine the fair market value of the Property; or c) each hire an independent appraiser and the appraisers shall together determine the fair market value of the Property. The appraisal costs shall be shared equally between the Parties.

4) Grantee shall have the option to purchase the Property on the same terms and conditions set forth in said contract or as determined in Section 3 above. Within sixty (60) days after the date it receives notice of the proposed sale or the fair market value is determined, Grantee shall either notify Grantor in writing that it will purchase the premises on the terms and conditions set forth or deliver to Grantor a written waiver of its right of first refusal in recordable form. In the event Grantee delivers to Grantor a written waiver of its right of first refusal in recordable form, or fails to respond to the notice of the proposed sale within sixty

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

5) If the transferred Property constitutes less than the entire interest of Grantor in the Property, then the terms and conditions of this Agreement shall remain in full force and effect regarding any portion of, or interest in, the Property which was not part of the transferred Property.

6) In the event Grantee elects to exercise its right of first refusal and timely notifies Grantor thereof, it shall have not more than ~~six months~~~~two~~ ~~one~~two (~~2~~1) year~~s~~ to close on said transaction. Grantor shall convey title via warranty deed in customary Vermont form, sufficient to convey ~~to~~ good and marketable title to the Property. If Grantee fails to close within the ~~one~~two-year period it will be deemed to have waived this right of first refusal unless the Parties mutually agree otherwise.

7) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, with signed notice of receipt; (b) five (5) days after having been sent by certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.

8) This right of first refusal shall be binding on the successors and assigns of Grantor and Grantee.

9) This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.

10) No modification, amendment, deletion, or termination of this Agreement shall be effective unless in writing and signed by both Parties.

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

TOWN OF ESSEX

_____
By:
Duly Authorized Agent

STATE OF VERMONT

COUNTY OF CHITTENDEN, SS.

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

Before me,_____
Notary Public

MEMORANDUM

TO: Town of Essex Selectboard and Village of Essex Junction Trustees
FROM: James Jutras, Water Quality Superintendent; Chelsea Mandigo, Village Stormwater Coordinator/Wastewater Operator; Annie Costandi, P.E. Town Director of Stormwater Operations/Staff Engineer; Dennis Lutz, PE, Town Public Works Director
cc: Evan Teich, Unified Municipal Manager; Gregory Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Brad Luck, EJRP Director
DATE: 10/5/2021
SUBJECT: City of Essex Jct / Town of Essex proposed stormwater agreement

Issue: Whether to approve the proposed stormwater agreement enclosed.

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

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

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

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

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

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

TOWN OF ESSEX
VERMONT

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

For the Town of Essex Selectboard

Max G. Levy, Chair

Brad M. Luck, Vice Chair

Andrew J. Watts, Clerk

R. Michael Plageman

Irene A. Wrenner

For the Village of Essex Junction Board of Trustees

George A. Tyler, President

Daniel S. Kerin, Vice President

Andrew Brown

Elaine Sopchak

Lori A. Houghton

Stormwater Agreement

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

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

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

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

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

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

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

WHEREAS, each community may establish separate community funding for new projects;

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

1. The Town and City agree to terminate the Stormwater MOU effective at the conclusion of the Transition Period as defined in the City of Essex Junction Charter.

2. Current and future stormwater personnel from both communities are encouraged to discuss opportunities to work together on stormwater-related funding and projects when it is mutually beneficial to each community, including, but not

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

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

4. Future stormwater projects shall be funded by each municipality respectively once the Transition Period has concluded. This Agreement may be amended or modified by mutual written agreement of the Parties.

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

To the Town of Essex:	Town of Essex Selectboard 81 Main Street Essex Junction, VT 05452-3209
To City of Essex Junction:	City of Essex Junction City Council 2 Lincoln Street Essex Junction, VT 05452

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

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

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

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

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

DATED this ___ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

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

A determination has been made that the applicant:

Town of Essex
81 Main Street
Essex Junction, VT 05452

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

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

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

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

Compliance with General Permit 3-9014 and this Authorization

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

Stormwater Impaired Waters Reporting Deadlines

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

Right to Appeal to the Environmental Court

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

Effective Date and Expiration Date of this Authorization

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

Dated this 10th day of August, 2017.

Emily Boedecker, Commissioner
Department of Environmental Conservation

By



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

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

A determination has been made that the applicant:

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

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

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

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

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

Compliance with General Permit 3-9014 and this Authorization

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

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

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

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

Dated this 17th day of August, 2017.

Emily Boedecker, Commissioner
Department of Environmental Conservation

By 
Padraic Monks, Stormwater Program Manager
Stormwater Management Program

Memorandum

To: Selectboard; Evan Teich, Unified Manager
From: Travis Sabataso, HR Director TS
Re: Executive session about hiring Town Manager
Date: December 3, 2021

Issue

The issue is whether the Selectboard will discuss and possibly take any action on the hiring of a Town Manager, and whether the board will enter into executive session to have that discussion.

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)."

Memorandum

To: Selectboard; Evan Teich, Unified Manager
Cc: Travis Sabataso, HR Director
From: Greg Duggan, Deputy Manager
Re: Executive session for grievance
Date: December 3, 2021

Issue

The issue is whether the Selectboard enters into executive session to discuss a grievance.

Discussion

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. Grievances can be a protected discussion.

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 a grievance would clearly place the Town at a substantial disadvantage."

Motion #2

"I move that the Selectboard enter into executive session to discuss a grievance, pursuant to 1 V.S.A. § 313(a)(1)(D)."

M E M O R A N D U M

TO: Unified Manager/Select Board

FROM: Karen K. Lemnah, Assessor

DATE: November 18, 2021

RE: Errors & Omissions – Parcel ID 2094002050
Property Address: 14 Freeman Woods
Property Owners: Blackrock/Essex FW LLC

==========

Issue:

Whether or not the Select Board will approve this correction to the 2021 Grand List as provided for in 32 V.S.A. 4261.

Discussion:

When real or personal estate is omitted from the grand list by mistake, or an obvious error is found, the listers, with the approval of the Select Board, before December 31, may supply such omissions or correct such errors and make a certificate thereon of the fact; provided, however, the listers may make a correction resulting from the filing or rescission of a homestead declaration without the approval of the Select Board (Amended 2005, No. 38 § 14, eff. June 2, 2005.).

During a review by the Assessor of the Freeman Woods properties, Parcel 2094002050 for 14 Freeman Woods, owned by Blackrock/Essex FW LLC has an active taxable status in the 2021 Grand List. The correct status of the Parcel for the 2021 Grand List should be as an inactive non-taxable Parcel.

Tax Impact Before Data Changes:
Town General, Capital, Local Agreement =
$376 x 0.5507 = $207.06
Non-Homestead Ed. = $376 x 1.8102 = $680.64
Total tax: $887.70

Tax Impact after Data Changes:
1st Installment paid 9/15/21 = $443.85; Submit credit
2nd Installment Due 3/15/22 - $443.85; No payment due

(Billing system rounds down to the nearest even number cents)

Recommendation

It is recommended that the Select Board approve this correction to the 2021 Grand List.

APPROVED by the Select Board on _____, 2021

_____
Andy Watts, Chair

Memorandum

To: Essex Selectboard; Evan Teich, Unified Manager
Copy: Greg Duggan, Deputy Town Manager; Dennis Lutz, Town Public Works Director; Sarah Macy, Finance Director; Essex Conservation and Trails Committee
From: Darren Schibler, Town Planner
Date: December 3, 2021
Subject: Resilient Urban Forests for All Grant

Issue

The issue is for the board to consider approving a grant application for urban tree planting and citizen engagement from the Vermont Urban & Community Forestry Program (VTUCF).

Discussion

VTUCF is offering a Resilient Urban Forests for All grant valued at over $20,000 to promote a "thoughtful and well-supported urban forestry program." This would involve a comprehensive assistance package including $10,000 in cash for strategic tree planting / maintenance, direct technical assistance from VTUCF staff, 100 free trees for private property owners, and tree care trainings for citizens as well as municipal staff.

The Conservation and Trails Committee (CTC) wishes to apply for the grant to both support its current urban forestry efforts and increase capacity to tackle other goals identified in the Town's Street Tree Management Plan. In addition to compensating for canopy loss due to proactive removal of ash trees in the face of emerald ash borer, the CTC will also launch an Adopt-a-Tree program to engage citizens in tree monitoring and care going forward. Most importantly, the CTC also hopes to increase canopy cover where it is lacking in certain parts of the community, especially those with lower ratings in the American Forests' "Tree Equity Score." Further details on the grant and the CTC's proposal can be found in the attached grant overview and completed application form.

Costs

Although there is no expected net cost to the Town, initially the $10,000 in cash expenditures would be billed to the Natural Resources Management capital account, then reimbursed at the close of the grant. There are sufficient funds in the NRM account (approximately $45,000) to carry this expense.

The grant also requires a local cost-share contribution of $2,500, but this will be easily exceeded with in-kind volunteer and staff time alone. Any shortfall can be made up for with additional cash from the Natural Resources Management capital account.

Recommendation

It is recommended that the Selectboard authorize staff to apply for the 2022 Resilient Urban Forests for All grant from the Vermont Urban and Community Forestry Program.

RESILIENT URBAN FORESTS FOR ALL

A Technical and Financial Assistance Package to Help Grow Downtown Trees

Application

Complete the following application to be considered for the **Resilient Urban Forests for All** municipal partnership program and assistance package. *Applications are due **Thursday, December 9, 2021**.* For more information about the application process, please contact VT UCF Technical Assistance Coordinator Joanne Garton at joanne.garton@vermont.gov or (802) 249-4217. For questions regarding project and application development, please contact VT UCF Program Manager Elise Schadler at elise.schadler@vermont.gov or (802) 522-6015.

Learn more at vtcommunityforestry.org/UrbanForestsForAll.

APPLICANT INFORMATION

MUNICIPALITY OR ORGANIZATION: Town of Essex

DUNS NUMBER: 104047027

ADDRESS: 81 Main Street
Essex Junction, VT 05452

CONTACT PERSON: Darren Schibler

TITLE OR ROLE: Town Planner

PHONE: (802) 878-1343

EMAIL: dschibler@essex.org

APPLICATION SUBMISSION

Due to changes in office occupation, electronic submission of applications is required. Email completed proposal and all other required documents as attachments **by 5pm on Thursday, December 9th, 2021,** to Joanne Garton at joanne.garton@vermont.gov.

Applications will not be accepted past the deadline date and time. VT UCF is not responsible for e-mail delivery that fails.

OVERVIEW OF CURRENT STATUS

Using the suggested categories below, please select the documents, groups, or resources that currently exist or activities that have occurred in the past: (select all that apply)

- [x] Existing tree inventory
- [x] Local tree board or committee
- [ ] Arborist on staff
- [x] Urban forestry plan
- [x] An Arbor Day Celebration
- [x] Tree planting volunteerism
- [x] Historic work with VT UCF
- [x] Attended the Vermont Arbor Day Conference

Briefly describe the municipality's current or historic urban forestry program, including in the description any past inventorying or planning efforts and the years completed. Has the municipality received any grant funding or training from the Urban & Community Forestry Program? If so, please describe the projects and partners involved in the work. (3,000 characters including spaces).

The Town of Essex has had significant historic urban forestry involvement starting with a street tree inventory in 2002 which was updated in 2016. These were collaborative efforts by the Conservation Committee, the Community Development Department and the Vermont Urban Community Forest Program (VTUCF). The inventory showed that a total of 1,309 trees are managed by the town in the right-of-way of 145 streets as well as in 4 urban parks. Any trees identified as dead were removed by Public Works or a contractor; 79 trees were marked as needing continued monitoring. The inventory served as the basis for a Street Tree Management Plan, which was adopted by the Selectboard in 2018. The goals of the plan include: (1) continue to monitor the health of public trees in Essex, (2) improve and maintain the health of the urban forest in Essex, (3) prevent or mitigate the impacts of invasive tree pests on public trees in Essex, and (4) pursue Tree City USA designation. To begin implementing this plan, the Town (jointly with the Village of Essex Junction) received a 2020 Emerald Ash Borer (EAB) Management Grant from VTUCF. This allowed the Town to remove 10 of its 212 urban ash trees and replant 8 alternative species (the Village removed 15 trees and replanted 30). In addition, approximately 3 of the Town's 60-70 miles of rural roads were surveyed for ash and 23 trees were removed. The work on Town trees was completed primarily through contracted labor, but $15,000 in local match funding came from a combination of cash as well as volunteer and staff time. Following the 2020 grant and as EAB began to spread throughout Vermont, the Conservation and Trails Committee (CTC) re-surveyed ash trees specifically to evaluate their health, prioritize removals, and identify candidates for insecticide treatment (13 were deemed eligible). Based on this work and new cost estimates, the Selectboard is now increasing the capital budget for tree maintenance. In addition to the survey and EAB management work, the Town hosted a VTUCF-sponsored regional training on ash removal techniques for municipal maintenance staff on September 8, 2021. However, the training did not include topics such as tree maintenance or pruning (which is typically contracted by the Town due to limited staff availability).

COMMUNITY NEEDS AND DESIRED OUTCOMES

Describe municipal need for technical and financial assistance in urban forestry (tree planting, maintenance, and long-term visioning) including, if possible, any existing metrics demonstrating need for urban tree cover (e.g., amount of impervious surface area, population density, demographic information, remote sensing tree cover data, tree equity data). How might the community envision spending the $10,000 of grant funding for tree planting and/or maintenance? (3,000 characters including spaces).

Canopy cover was not measured during the town's tree inventories, though the data could be used to estimate canopy cover through iTree or similar software. In any case, the American Forest Tree Equity Score for the Essex urban area (based on satellite imagery and U.S. Census data) indicates that canopy cover ranges from 28%-42%, far less than the stated goal of 48%. We do know that the 212 ash trees identified in the 2016 inventory represent about 15% of all trees in Essex Town; most of these are clustered in a few neighborhoods planted with monocultures of ash. To prepare for EAB, currently the Town's primary urban forestry focus is proactively removing 20-30 ash trees per year through 2029. However, replacement is not always feasible because many were poorly sited initially, with limited planting areas and conflicts with utilities. Thus, these neighborhoods will experience significant loss of canopy cover temporarily if not permanently, where it is already below the Tree Equity Score goal. The Town has budgeted approximately $156,000 for proactive replacements and $1,000 annually for insecticide treatments of the remaining 13 trees. However, this is now complicated by the pending separation of the Village of Essex Junction, which could cause the Town to lose up to 42% of its tax revenue, which may need to be reserved for more critical services and projects. These factors make it especially challenging to advance the town's urban forestry goals. Therefore, objectives for the use of this grant would be threefold. First: enlist citizens more effectively in enhancing and caring for the urban forest. We envision using the Tree Stewards Program and some of the 50 hours of technical assistance to help develop and launch an Adopt-A-Tree program, a public-private partnership engaging citizens in the care and nurturing of street trees. Special emphasis would be placed on new plantings and on monitoring for health and invasive pests. Second: increase canopy in areas of the town where current canopy is insufficient. These primarily include older neighborhoods having more modest homes with few street trees, as well as more urbanized areas such as the Town Center and Susie Wilson Corridor. We would use some technical or intern assistance to identify planting sites (starting with prior inventory data), then use the grant's $10,000 for tree purchase, planting and initial maintenance to plant public trees in these areas (paired with specific outreach and support activities such as Adopt-a-Tree). The 100 free trees through the Community Canopy Program could be used to supplement this effort on private property where needed. Third: compensate for the loss of mature ash trees due to EAB by planting additional private trees in affected neighborhoods where public replacements are infeasible. This would be accomplished with a portion of the 100 free trees for private property owners through the Community Canopy Program.

COMMUNITY READINESS AND CAPACITY

Describe the municipality's readiness and capacity to engage in the outreach and planning efforts necessary to grow and maintain a healthy urban forest. Who will be the municipal staff person or municipally appointed tree warden who will serve as the primary point of contact? Who (municipal staff or volunteers) will be involved in community organization, securing locations for trainings, and communicating the project to the community? What individuals or organizations not previously involved in urban forestry could participate in growing a resilient urban forest in your community? How would the required partnership match ($2,500) be achieved? (3,000 characters including spaces).

The Conservation and Trails Committee has conceived of an Adopt-A-Tree program where residents would be invited to partner with town staff on care and nurturing of street trees. The program will include newly planted trees as well as existing mature trees susceptible to pests or that the 2016 inventory designated as needing monitoring. Tree adopters would be asked to monitor the health of the tree, water and mulch as needed, report any issues to Town staff, and assist with other specific needs such as additional watering during a prolonged dry period. They would be our eyes on the ground. The CTC will support tree adopters by developing and distributing educational materials and training covering general tree care, urban forestry, and an information about the species of tree. Town staff will help organize logistics for any training events. With VTUCF assistance, Town staff also will develop and maintain a public-facing web map showing adopters and their trees. In terms of outreach, the CTC will leverage partnerships established with area schools through its 2021 Arbor Day planting, as well as other community groups including high school clubs, the local chapter of 350VT.org, the Cemetery Commission, and Essex Rotary Club which have expressed an interest in partnering with the town on tree projects. Town staff also will develop a web page about the program and help publicize it to news outlets and social media. The CTC also will be responsible for outreach to effectively utilize the 100 Community Canopy Program trees as outlined in Question 2. The Tree Warden and VTUCF staff will provide support in site and species selection for new plantings, in collaboration with Parks & Recreation and Public Works staff. Staff time working on the project, the committee's time developing the data base, and the time of all volunteers should easily achieve the in-kind; any shortfall will be made up in cash from the Town's Capital Natural Resources Management budget. The Town Planner (Darren Schibler) will be the primary contact person for the grant as well as the Adopt-a-Tree program.

ADDITIONAL REQUIREMENTS AND ATTACHMENTS

We understand and commit to the following additional requirements of this *Resilient Urban Forests for All* municipal partnership program and assistance package:

☑ Give permission to VT UCF staff to take and/or publish photographs of project work.

Required attachments for a complete proposal package (available online at vtcommunityforestry.org/UrbanForestsForAll).

☑ Completed Risk Assessment Questionnaire
☑ Municipal Insurance Certificate - refer to Department of Forest, Parks, & Recreation Insurance Guidance for coverage minimums

If anticipating that the municipality will request advance payment of a portion of awarded grant funds (up to one-third of the total award amount), please attest to the following:

☐ Our municipality has a written procedure outlining how it will minimize the time lapse between receipt and expenditure of grant funds.

If applying as a 501(c)(3) nonprofit organization, include a letter of support from the governing entity of the municipality.

☐ We are applying as a 501(c)(3) nonprofit organization and have included a letter of support from the city council or select board of the relevant municipality.

TOWN OF ESEX SELECTBOARD
VILLAGE OF ESSEX JUNCTION TRUSTEES
DRAFT JOINT MEETING MINUTES
November 22, 2021

SELECTBOARD: Andy Watts, Chair; Sue Cook; Tracey Delphia; Dawn Hill-Fleury; Patrick Murray.
TRUSTEES: Andrew Brown, President; Raj Chawla, Vice President; Dan Kerin**;** Amber Thibeault, George Tyler.
ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Maureen Gillard, Marguerite Ladd, Brad Luck, Ally Vile
OTHERS PRESENT: Paul Austin, Gina Halpin Barrett, Bob Burrows, Daron Byerly, Andy Champagne, Diane Clemens, Kevin Collins, Annie Cooper, Patti Davis, Erin Dickinson, Mike Dimitroff, Betsy Dunn, Jonathan D., Bill Ellis, Steven Eustis, Jim Goudie, Jonathan D. Griffin, Betsy Hoffmeister, Lori Houghton, Jill Lampron, Diane Landry, Deb McAdoo, Amy Minor, Meg Munson, Peter M., Brenda Naruki, David O'Leary, Matt Paradee, Rachael Parker, J. Percy, Paul Ross, Claudine Safar, Zachary Sears, Angel Segarra, Eric Senn, Caroline Smith, Dennis Thibeault, Doug Wilson, Irene Wrenner, Lorraine Zaloom, Erica.

1. CALL TO ORDER

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

Andrew Brown called the meeting of the Village of Essex Junction Trustees to order at 6:30 PM.

2. AGENDA ADDITIONS/CHANGES

3. AGENDA APPROVAL

Because the agenda was not amended, no approval was needed at this time.

4. PUBLIC TO BE HEARD

a. **Comments from public on items not on agenda**

Patti Davis said that she has been moving rocks in front of the end of Saxon Hill to help the police try to control ATVs from going on the Saxon Hill Trails. She requested having a sign and a metal gate installed to prevent ATV traffic from going on the trail.

5. BUSINESS ITEMS

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

Mr. Watts began discussion of this item, which focused on the four draft agreements pertaining to shared services, including a Memorandum of Understanding, a Delinquent Tax Agreement, an Information Technology Agreement, and a Police Services Agreement.

The Boards first focused on the Memorandum of Understanding, which encapsulates the Delinquent Tax, Information Technology, Police Services, Reappraiser and Assessor Services, and Shared Financial Services Agreements, but also contains "Tier 2" issues to work out, such as Right of First Refusal for 81 Main Street, a Stormwater Agreement, Indian Brook access, EJRP program access, Senior Center and Bus, Tree Farm building use and maintenance, and shared boards, commissions, and committees. Mr. Brown said that because the Trustees will take the charter before the legislature in January, he would like to approach the conversation about Tier 2 arrangements by establishing a general framework for agreements now, rather than try and develop complete contracts prior to January. Mr. Watts replied that it had not been clear that the Trustees intended to go to the legislature in January with these agreements, and that the Selectboard had not necessarily been working on that timeline.

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Mr. Murray facilitated the remainder of the meeting on behalf of the Selectboard.

The Boards discussed the Delinquent Tax Agreement. Ms. Delphia noted that the scope of the agreement has moved away from its original intent, which was around how to handle delinquent taxes. She suggested removing the added language around tax collection processes to refocus on the original topic, and suggested adding in language around a termination date and the ability to amend the agreement. Others from the Selectboard and Trustees agreed.

The Boards discussed the Information Technology Agreement. They reviewed additional language in Item #3, ultimately suggesting further edits to tighten up language around damages and indemnities. They reviewed additional language in item #6, and the Village Attorney (Ms. Safar) suggested more flexible language around a contract extension in case delays arise.

The Boards then discussed the Police Services Agreement. They agreed to modify language around a reduction in police services if the budget fails to pass, clarifying that the failure to pass the budget is what would necessitate the reduction in police services. Ms. Thibeault asked that the Selectboard and City Council are listed as the contacts in the Notice section, to be consistent with other agreements.

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, that the Selectboard table this item until after Business Item #5b. The motion passed 4-0.

GEORGE TYLER made a motion, seconded by DAN KERIN, that the Trustees table this item until after Business Item #5b. The motion passed 5-0.

Upon resumption of discussion of this item, Mr. Brown said it would be helpful to develop a bulleted list of items, desired outcomes, and whether there is a financial impact for each item, which could be given to staff attorneys who could then draft an agreement based on those high-level points.

The Boards then discussed the Senior Center. Mr. Teich suggested first agreeing on whether the Town and Village want to share the Senior Center, and then discussing other programming that might occur in the space in addition to senior programming. Ms. Delphia said that the Senior Center is an asset to both communities and it would make sense to keep it the way it is (and not reinvent the wheel). The Boards agreed to continue sharing the Senior Center. Mr. Teich asked if the Village would like to share in the Senior Center bus expenses with the Town. He noted that the Town would still be the leasee and the employer, but that the Village could share in the cost. The Boards agreed to continue sharing the Senior Center bus services. Mr. Tyler noted said that staffing of the Senior Center is a detail that would need to be worked out.

Ms. Delphia suggested that some of the shared services could be packaged up together in one agreement with a flat fee associated with it, and that the agreement (or agreements) could be reviewed periodically. She then suggested continuing programming as it stands currently and reviewing the programs and arrangements at a later date. The Boards agreed to use this approach for Indian Brook, EJRP, the Senior Center and bus, and joint boards. Mr. Brown asked about shared financial services, since the two entities are looking to have their own separate finance departments now. He asked whether the Town and Village could enter into an MOU where their finance staff work collaboratively to separate the financials. Selectboard members agreed with this.

The Boards will discuss Right of First Refusal for 81 Main Street, Tree Farm building use, and the Stormwater Agreements at their subsequent Joint Boards meeting in December.

b. Presentation and potential action on request from Tree Farm Management Group to renew contract

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Ally Vile spoke about this item, saying that the contracts related to the Tree Farm Recreation Facility, which is currently managed by the Tree Farm Management Group, are set to expire in July 2022. She said that staff of both the Essex Junction Recreation & Parks Department and the Essex Parks & Recreation Department recommend extending the contracts for a transition period until 2024, after which the two departments would assume joint responsibility for managing the site.

Giles Willey and Eric Sven Eklof, both representatives of the Tree Farm Management Group, spoke in support of extending the lease for another ten years (rather than just two). Mr. Willey said that TFMG has managed the facility exceptionally well for the last 20 years, and that the proposal to transition the facility back to the municipalities seemed abrupt and less of a collaborative decision than a unilateral one. Mr. Eklof noted that both municipalities have a seat on the TFMG board and expressed concern that both municipalities may be too busy handling the separation issue to take on the management of the facility in the next two years.

Mr. Tyler said that the facility in question is a large piece of public property and the Village and Town have a fiduciary responsibility. He said that this is not about the municipalities questioning the competence of the group, but is their responsibility to manage public assets.

Mr. Brown asked why two years isn't enough time. Mr. Willey said he is worried about quality. He said that the Tree Farm itself had 19 reservees in the current season, and 3 provided 80% of the revenue. He expressed concern that several of the reservees would decide to leave unless they are brought into the conversation. Mr. Chawla suggested that a three or four year transition period could be a good compromise, rather than two.

Mr. Luck acknowledged the good work that the Tree Farm Management Group has done for the last 20 years, but said that the Town and Village want to provide access to a municipality-owned public space, with appropriate oversight, checks, balances, and audits. He added that they want to ensure that the assets of the people are being managed appropriately, so want municipal oversight. He said that they can be run without taxpayer money as an enterprise fund. Mr. Willey said that if the Village and Town want more transparency and want to review finances every month, he said that the TFMG could produce that information.

Mr. Murray asked about unresolved issues or complaints pertaining to the Tree Farm Recreation Facility. Mr. Teich replied that there have been instances of dogs being in the wrong places (on the field rather than on the pavement), a lack of garbage cans, and issues with users having their cars locked into the parking lot when the gates to the facility are locked.

Mr. Luck said that when something is municipally-run, there is an avenue for when residents have concerns about the facilities. He added that though the recreation departments are proposing to take over oversight and management for the facility, there are no planned anticipated changes for the future use of the facility.

Mr. Murray opened up the discussion to the public.

Melinda Monroe spoke in support of the Tree Farm and expressed concern about which municipality the Tree Farm would be turned over to, given the separation activities occurring. She added that this decision feels rushed.

Steven Eustis said that there has been limited access to the Tree Farm in the last several years and the trails have not been mowed, and that they should be. He expressed support for the recreation departments' proposals, saying that another ten-year lease is too long.

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Annie Cooper said it would be good to have a two-year transition, rather than ten years.

Caroline Smith said that prior to the transfer of this facility should have a documented, approved business plan well in advance of the transition of management.

Lorraine Zaloom said that she would like to see specifics on the planned transfer. She asked about quantification of labor, since staffing is a huge cost. She also asked if there is going to be buildings added.

Patty ____ said that neither municipality is organized enough to handle dog waste, rules, ordinances, and both municipalities need to work these details out prior to any kind of transfer.

Betsy Hoffmeister said that this is not the right time for the recreation departments to take over.

Paul Austin spoke in support of the Tree Farm. He also expressed concern about the Tree Farm moving to the municipalities and then opening up year-round, which would add costs to the municipalities.

Chris ___ expressed concern that this proposal was put forward with no detail.

Irene Wrenner spoke of the principles agreed to in the MOU between the Town and Village and Tree Farm Management when the first agreement was executed. She expressed concern that the Town and Village do not have a relationship currently that is conducive to joint management of the park.

Mr. Tyler noted that Brad Luck and Ally Vile were directed by the Boards to come up with a plan, but they are not driving this decision. He proposed adding another year or two to the lease, saying that it could buy some partnership with the Tree Farm Management group. Mr. Kerin agreed. Mr. Chawla said he is comfortable moving forward as proposed and believes that a strong transition can be achieved over the next two years. Ms. Thibeault said she is comfortable moving ahead as proposed.

Ms. Hill-Fleury proposed extending the contract to four years, asking for financial reports, and appointing new representatives from the City and the Town. Ms. Cook agreed, saying that two years is too quick, and that they should have open and collaborative discussions with the Tree Farm Management Group. Ms. Delphia said that she would like more information before making a final decision. Mr. Murray proposed a three-year extension as a compromise between the Town and Village Boards.

Mr. Chawla said he would like to see financial transactions sooner than the end of the contract. He said he is not concerned with this property in the context of separation.

Mr. Teich said that staff would like to take this input, circle back with the management group, put together an extension document, and bring it back to the Joint Boards for their consideration.

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard offer a lease agreement to the Tree Farm Management Group, for four years and that Essex Parks and Recreation and Essex Junction Recreation and Parks assume the management of the Tree Farm facility thereafter, with the understanding that the lease agreement would need to be developed with that transition plan and business plan. The motion passed 4-0.

GEORGE TYLER made a motion, second by DAN KERIN, that the Trustees offer a lease agreement to the Tree Farm Management Group, for four years and that Essex Parks and Recreation and Essex Junction Recreation and Parks assume the management of the Tree Farm facility thereafter, with the understanding that the lease agreement would need to be developed with that transition plan and business plan. The motion passed 5-0.

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c. Discussion about local option tax

Mr. Duggan summarized this item, saying that the next opportunity to place it on a ballot for voter approval is in March of 2022. He noted that the State has made available projections on what the local option tax would generate as a community, saying that if the municipalities adopted all local option taxes available to them, it would generate around $1.6 million (including sales tax and meals/rooms tax). He noted that cannabis would be included under the sales tax. He noted that staff will be fielding a survey in the next week to try and gauge input from residents and business owners about a local option tax. He said that in talking with the State, they will be able to geographically differentiate between the Town and Village. He noted that other municipalities around Essex have implemented local option taxes.

Ms. Hill-Fleury noted that a local option tax has been defeated in the past, and asked why staff think that the community would support it now. Mr. Teich replied that prior votes had been floor votes, and that this would be placed on a ballot. He said that the Village and the Town are net exporters of sales tax to neighboring municipalities (like Williston), and would likely support this kind of revenue coming into their municipalities instead. Mr. Tyler expressed support for adopting a local option tax for Essex. Mr. Chawla said that surveys should be fielded with enough accompanying background information for respondents to be informed enough for the survey data to be useful.

Paul Ross spoke about the option tax. He said that businesses are moving into the community because there is no local option tax, and expressed concern that implementing one would drive businesses away.

Irene Wrenner expressed skepticism about the utility of fielding a survey and asking for community input if the municipalities don't take that information into account when making decisions. She also expressed concern about misinformation being spread by the municipalities about various topics. Mr. Duggan noted that Town and Village staff only put information out to the public that is accurate.

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard extend their meeting until 11:30 pm. The motion passed 4-0.

d. **Discussion and potential action about employment of public employee

This was discussed in Item #8 below.

6. CONSENT ITEMS:

a. Approve minutes: October 25, 2021 (Trustees only); November 15 (Selectboard only)

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

GEORGE TYLER made a motion, seconded by RAJ CHAWLA, that the Trustees approve the consent agenda. The motion passed 5-0.

7. READING FILE:

a. Board member comments: Ms. Hill-Fleury thanked Town public works staff for their work cleaning leaves and debris out of one of the cemeteries.
b. Upcoming meeting schedule

8. EXECUTIVE SESSION:

a. ***An executive session is anticipated to discuss the negotiating of contracts and agreements between the Town of Essex and Village/City of Essex Junction**
b. ****An executive session may be needed to discuss the employment of public employees**

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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 Selectboard/Trustees, Village Attorney, Town Attorney, Unified Manager, HR Director, Assistant Manager, and Deputy Manager. The motion passed 4-0.

GEORGE TYLER made a motion, seconded by RAJ CHAWLA, that the Trustees 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/Trustees, Village Attorney, Town Attorney, Unified Manager, HR Director, Assistant Manager, and Deputy Manager. The motion passed 5-0.

The Selectboard and Trustees entered into executive session at 10:50 PM.

DAN KERIN made a motion, seconded by GEORGE TYLER, that the Trustees exit executive session. The motion passed 5-0 at 11:11 PM.

DAWN HILL-FLEURY made a motion, seconded by SUE COOK, that the Selectboard exit executive session. The motion passed 4-0 at 11:21 PM.

9. <u>ADJOURN:</u>

DAN KERIN made a motion, seconded by GEORGE TYLER, that the Trustees adjourn. The motion passed 5-0 at 11:11 PM.

DAWN HILL-FLEURY made a motion, seconded by SUE COOK, that the Selectboard adjourn. The motion passed 4-0 at 11:21 PM.

Respectfully Submitted,
Amy Coonradt
Recording Secretary

Approved this_____day of_____, 2021

(see minutes of this day for corrections, if any)

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Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
37985	A T & T MOBILITY	10/23/21	CELL PHONE Svc EPD 8781498 1021	110-5-14-10-735.000 Tech: Equip/Hardware	43.23	36917	11/12/21
37985	A T & T MOBILITY	10/23/21	CELL PHONE Svc EPD 8781498 1021	110-5-20-10-432.000 R&M Technology	43.23	36917	11/12/21
37985	A T & T MOBILITY	10/23/21	CELL PHONE Svc EPD 8781498 1021	110-5-40-12-570.000 Other Purchased Services	83.41	36917	11/12/21
37985	A T & T MOBILITY	10/23/21	CELL PHONE Svc EPD 8781498 1021	110-5-30-12-530.000 Communications	29.91	36917	11/12/21
37985	A T & T MOBILITY	10/23/21	CELL PHONE Svc EPD 8781498 1021	110-5-30-13-530.000 Communications	100.92	36917	11/12/21
07305	AIRGAS USA LLC	11/03/21	Welding supplies 9119337262	110-5-40-12-430.001 R&M Vehicles - Supplies	93.68	36921	11/12/21
28555	ALLEGIANCE TRUCKS	10/20/21	EPR Gloves X12200029801	110-5-30-12-612.000 Uniforms	274.30	36923	11/12/21
19815	AMAZON CAPITAL SERVICES	11/07/21	CHIARAVALLE ALLOWANCE 17NP6G4JDP49	110-5-20-10-612.000 Uniforms	103.06	36924	11/12/21
10070	BEAUREGARD EQUIPMENT INC	10/13/21	front end repair - Backho WV36255	110-5-40-12-430.000 R&M Vehicles & Equipment	2453.89	36928	11/12/21
07465	BIBENS ACE HARDWARE INC	11/01/21	Shop Supplies 42825	110-5-30-12-431.000 R&M Buildings & Grounds	8.97	36929	11/12/21
07465	BIBENS ACE HARDWARE INC	11/03/21	Shop Supplies 42853	110-5-30-12-610.000 General Supplies	26.32	36929	11/12/21
07465	BIBENS ACE HARDWARE INC	11/04/21	supplies for PW admin off 42867	110-5-41-14-610.000 General Supplies	49.35	36929	11/12/21
07465	BIBENS ACE HARDWARE INC	11/04/21	long shank padlocks 42868	110-5-41-15-610.000 General Supplies	24.99	36929	11/12/21
07465	BIBENS ACE HARDWARE INC	11/04/21	new lock and keys for lan 42869	110-5-41-15-610.000 General Supplies	31.08	36929	11/12/21
07465	BIBENS ACE HARDWARE INC	11/04/21	supplies to fix lighting 42870	110-5-41-11-431.000 R&M Buildings & Grounds	35.78	36929	11/12/21
07465	BIBENS ACE HARDWARE INC	11/05/21	top soil for fill hole - 42879	110-5-41-11-431.000 R&M Buildings & Grounds	21.54	36929	11/12/21
07465	BIBENS ACE HARDWARE INC	11/05/21	grass seed - Library hole 42880	110-5-41-11-431.000 R&M Buildings & Grounds	6.59	36929	11/12/21
07465	BIBENS ACE HARDWARE INC	11/10/21	shop supplies 42912	110-5-41-15-610.000 General Supplies	22.96	36929	11/12/21
26740	BLACK FLANNEL BREWING CO	10/14/21	Town Village Employee pa BF0932	110-5-10-10-500.000 Training, Conf, Dues	750.00	36931	11/12/21
24475	BOND O'REILLY AUTO-ESSEX	11/05/21	GL -WIPER FLD 5677329449	110-5-40-12-430.001 R&M Vehicles - Supplies	49.41	36932	11/12/21
11375	CASELLA WASTE MANAGEMENT	10/01/21	trash pick up 81 Main 3219571	110-5-41-10-400.000 Contracted Services	141.52	36937	11/12/21
23455	CHITTENDEN SOLID WASTE DI	11/04/21	tire disposal 3346401	110-5-40-12-570.000 Other Purchased Services	30.00	36940	11/12/21
25120	CLICKTIME.COM	11/04/21	Town ClickTime October 358558	110-5-13-10-505.000 Tech. Subs, Licenses	328.00	36944	11/12/21
25120	CLICKTIME.COM	11/04/21	Town ClickTime October 358558	110-5-30-10-505.000 Technology, Subscriptions	200.00	36944	11/12/21
04940	COMCAST	10/27/21	internet service 5 Jerich 0167066 1121	110-5-41-14-530.000 Communications	163.39	36945	11/12/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
04940	COMCAST	11/01/21	Internet hgwy complex 11/ 0167074 1121	110-5-40-12-530.000 Communications	81.70	36946	11/12/21
19330	CONSOLIDATED COMMUNICATIO	10/30/21	9/30-10/29/21 Potts lines 103021D	110-5-30-11-530.000 Communications	58.76	36949	11/12/21
17025	COONRADT AMY	11/04/21	Town Selectboard 11/1 0072	110-5-11-10-330.000 Professional Services	234.52	36950	11/12/21
08145	CRANDALL JOHN C	11/08/21	Refund of Tax Credit 1030123002C	110-2-00-00-200.002 Overpayments Payable	2196.87	36951	11/12/21
33075	DELL MARKETING LP	11/01/21	Laptops 10530509017	110-5-14-10-735.000 Tech: Equip/Hardware	2153.22	36954	11/12/21
17215	DRAKE PETROLEUM CORPORATI	11/08/21	regular gas 0178775-21	110-5-41-15-626.000 Gasoline	7261.32	36957	11/12/21
25290	EBSCO SUBSCRIPTION SERVIC	11/03/21	Magazine Subscriptions 7935767	110-5-35-10-640.201 Adult Collection	1562.99	36958	11/12/21
25290	EBSCO SUBSCRIPTION SERVIC	11/03/21	Magazine Subscriptions 7935767	110-5-35-10-640.202 Juvenile Collection	602.63	36958	11/12/21
23215	ESSEX EQUIPMENT INC	11/09/21	grade stakes 108073550001	110-5-40-12-605.000 Summer Construction Suppl	116.10	36963	11/12/21
28855	FARLEY DAN	11/09/21	Refund-Permit Fees 166	110-4-16-10-030.007 Building Structures	50.00	36964	11/12/21
21845	FIRST NATIONAL BANK OMAHA	10/26/21	Statement closing 10/26 9572 1021	110-5-10-10-610.000 General Supplies	39.00	36965	11/12/21
21845	FIRST NATIONAL BANK OMAHA	10/26/21	Statement closing 10/26 9572 1021	110-5-10-10-570.000 Other Purchased Services	495.87	36965	11/12/21
21845	FIRST NATIONAL BANK OMAHA	10/26/21	Statement closing 10/26 9572 1021	110-5-30-13-570.000 Other Purchased Services	30.00	36965	11/12/21
21845	FIRST NATIONAL BANK OMAHA	10/26/21	Statement closing 10/26 9572 1021	110-5-10-10-500.000 Training, Conf, Dues	183.45	36965	11/12/21
21825	FIRST NATIONAL BANK OMAHA	10/26/21	EMS SUPPLIES AND TRK REPA 5442 1021	110-5-25-10-611.000 Small Tools and Equipment	63.59	36966	11/12/21
21825	FIRST NATIONAL BANK OMAHA	10/26/21	EMS SUPPLIES AND TRK REPA 5442 1021	110-5-25-10-430.000 R&M Vehicles & Equipment	89.99	36966	11/12/21
21825	FIRST NATIONAL BANK OMAHA	10/26/21	EMS SUPPLIES AND TRK REPA 5442 1021	110-5-25-10-611.000 Small Tools and Equipment	74.44	36966	11/12/21
24825	FIRST NATIONAL BANK OMAHA	10/26/21	OCT CREDIT CARD 102621D	110-5-20-10-500.000 Training, Conf, Dues	1062.38	36967	11/12/21
24825	FIRST NATIONAL BANK OMAHA	10/26/21	OCT CREDIT CARD 102621D	110-5-20-10-550.000 Printing and Binding	78.83	36967	11/12/21
24825	FIRST NATIONAL BANK OMAHA	10/26/21	OCT CREDIT CARD 102621D	110-5-20-10-580.000 Travel	59.06	36967	11/12/21
24825	FIRST NATIONAL BANK OMAHA	10/26/21	OCT CREDIT CARD 102621D	110-5-20-10-610.000 General Supplies	17.99	36967	11/12/21
24825	FIRST NATIONAL BANK OMAHA	10/26/21	OCT CREDIT CARD 102621D	110-5-20-10-612.000 Uniforms	274.93	36967	11/12/21
14595	FOLEY SERVICES INC	11/02/21	CARPET RUNNERS 1397910	110-5-41-13-400.000 Contracted Services	50.15	36976	11/12/21
13570	GALE/CENGAGE LEARNING	11/03/21	Adult Large Print Books 76138853	110-5-35-10-640.201 Adult Collection	122.36	36977	11/12/21
25155	GORMAN GROUP LLC	10/31/21	winter calcium w/boost 11012083	110-5-40-12-600.000 Salt, Sand and Gravel	2635.50	36978	11/12/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
04035	GOT THAT RENTAL & SALES I	11/04/21	Weed Wacker Parts 92984	110-5-30-12-431.000 R&M Buildings & Grounds	27.35	36979	11/12/21
07010	GREEN MOUNTAIN POWER CORP	10/28/21	9/27-10/27/21 Power vario 102821D	110-5-41-14-622.000 Electricity	136.04	36981	11/12/21
07010	GREEN MOUNTAIN POWER CORP	10/28/21	9/27-10/27/21 Power vario 102821D	110-5-41-16-622.000 Electricity	104.99	36981	11/12/21
07010	GREEN MOUNTAIN POWER CORP	10/28/21	9/27-10/27/21 Power vario 102821D	110-5-41-17-622.000 Electricity	170.46	36981	11/12/21
07010	GREEN MOUNTAIN POWER CORP	10/28/21	9/27-10/27/21 Power vario 102821D	110-5-41-18-622.000 Electricity	61.23	36981	11/12/21
07010	GREEN MOUNTAIN POWER CORP	10/28/21	9/27-10/27/21 Power vario 102821D	110-5-41-24-622.000 Electricity	47.36	36981	11/12/21
07010	GREEN MOUNTAIN POWER CORP	10/28/21	9/27-10/27/21 Power vario 102821D	110-5-40-12-622.200 Streetlight Electricity	8529.09	36981	11/12/21
28845	GREGOIRE BEEBE C	11/08/21	Refund of Tax Credit 1037034000	110-2-00-00-200.002 Overpayments Payable	1458.05	36982	11/12/21
24420	HERITAGE FORD	11/08/21	parts for car #28 284703	110-5-40-12-430.001 R&M Vehicles - Supplies	18.94	36984	11/12/21
24735	HOWARD CENTER FOR HUMAN S	10/31/21	COMMUNITY OUTREACH Q1 220727	110-5-20-10-330.000 Professional Services	10347.50	36986	11/12/21
24735	HOWARD CENTER FOR HUMAN S	10/31/21	COMMUNITY OUTREACH Q2 220764	110-5-20-10-330.000 Professional Services	10347.50	36986	11/12/21
33495	INGRAM LIBRARY SERVICES I	10/29/21	Juvenile Books 55599277	110-5-35-10-640.202 Juvenile Collection	30.95	36988	11/12/21
33495	INGRAM LIBRARY SERVICES I	10/29/21	Juvenile Books 55599277	110-5-35-10-610.000 General Supplies	3.37	36988	11/12/21
33495	INGRAM LIBRARY SERVICES I	10/29/21	Adult Books 55599278	110-5-35-10-640.201 Adult Collection	86.75	36988	11/12/21
33495	INGRAM LIBRARY SERVICES I	10/29/21	Adult Books 55599278	110-5-35-10-610.000 General Supplies	2.76	36988	11/12/21
25725	J&L HARDWARE INC	10/27/21	Ice Rink Supplies 455376	110-5-30-12-431.000 R&M Buildings & Grounds	259.99	36990	11/12/21
17710	KOFILE INC / GOVOS INC	11/04/21	Land Records Nov. 2021 1002030	110-5-12-10-505.000 Tech. Subs, Licenses	1205.00	36995	11/12/21
28830	MAD RIVER PAINTING LLC	10/26/21	Painter Hired to paint cl 000055	110-5-41-10-431.000 R&M Buildings & Grounds	292.50	36998	11/12/21
13000	MARSHALL TIRE GROUP INC	10/29/21	mount / dismount tires 64255	110-5-40-12-430.000 R&M Vehicles & Equipment	165.00	37001	11/12/21
13000	MARSHALL TIRE GROUP INC	10/29/21	Tires 64294	110-5-40-12-430.000 R&M Vehicles & Equipment	2161.38	37001	11/12/21
20080	MICROMARKETING LLC	11/02/21	Adult Books on CD 867492	110-5-35-10-640.201 Adult Collection	60.20	37004	11/12/21
20080	MICROMARKETING LLC	11/04/21	Adult Books on CD 868018	110-5-35-10-640.201 Adult Collection	103.17	37004	11/12/21
13470	MONTPELIER CITY OF	09/29/21	TRAINING 277	110-5-20-10-500.000 Training, Conf, Dues	250.00	37007	11/12/21
40075	NEW YORK CLEANERS	11/01/21	OCT DRY CLEANING 110121D	110-5-20-10-612.000 Uniforms	433.95	37008	11/12/21
25990	ORIENTAL TRADING CO., INC	10/14/21	Children's Craft Supplies 71239764801	110-5-35-10-610.000 General Supplies	92.08	37011	11/12/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
27165	OUTDOOR GEAR EXCHANGE	10/29/21	Snowshoes OH002539	110-5-90-00-890.000 Federal Grant Expenditure	1130.54	37012	11/12/21
22860	PARSONS ENVIRONMENT & INF	11/03/21	inspection fees 63226	110-5-40-12-570.000 Other Purchased Services	2.21	37013	11/12/21
24100	PERMA-LINE CORP OF NEW EN	11/01/21	channel posts for traffic 189520	110-5-40-12-610.000 General Supplies	1410.00	37015	11/12/21
24100	PERMA-LINE CORP OF NEW EN	11/01/21	Traffic control signs 189521	110-5-40-12-610.000 General Supplies	208.55	37015	11/12/21
28030	ROUTE 15 AUTOMOTIVE SERVI	11/03/21	LOF/VSI/M/B 4 TIRES/DISPO 131176	110-5-20-10-430.000 R&M Vehicles & Equipment	214.95	37025	11/12/21
28030	ROUTE 15 AUTOMOTIVE SERVI	11/03/21	LOF/VSI/M/B 4 TIRES/DISPO 131177	110-5-20-10-430.000 R&M Vehicles & Equipment	214.95	37025	11/12/21
28030	ROUTE 15 AUTOMOTIVE SERVI	11/03/21	LOF 131178	110-5-20-10-430.000 R&M Vehicles & Equipment	34.95	37025	11/12/21
28030	ROUTE 15 AUTOMOTIVE SERVI	11/08/21	VSI/M/B 4 TIRES 131180	110-5-20-10-430.000 R&M Vehicles & Equipment	140.00	37025	11/12/21
28030	ROUTE 15 AUTOMOTIVE SERVI	11/08/21	LOF/VSI/M/B 4 TIRES 131181	110-5-20-10-430.000 R&M Vehicles & Equipment	244.95	37025	11/12/21
05280	S & D LANDSCAPES LLC	11/04/21	November plowing contract 210851	110-5-40-12-422.000 Snow Removal	6584.74	37026	11/12/21
22790	SEVCIK GARY	11/08/21	Refund of Tax Credi 103401700022	110-2-00-00-200.002 Overpayments Payable	1715.02	37030	11/12/21
19720	VERIZON CONNECT NWF, INC.	11/01/21	AVL OCT SERVICE 2594437	110-5-40-12-530.000 Communications	291.42	37035	11/12/21
19720	VERIZON CONNECT NWF, INC.	11/01/21	AVL OCT SERVICE 2594437	110-5-30-12-530.000 Communications	32.38	37035	11/12/21
28470	VMERS DB 110800	10/29/21	Payroll Transfer PR-10/29/21	110-2-00-00-210.004 Retirement Payable	5589.79	37038	11/12/21
22005	VT CRIMINAL JUSTICE TRAIN	10/29/21	CANINE PATROL SCHOOL 211012261	110-5-20-10-500.000 Training, Conf, Dues	1494.00	37040	11/12/21
29825	VT GAS SYSTEMS	10/22/21	SH Garage Gas October 2202232 1021	110-5-41-16-621.000 Natural Gas/Heating	36.79	37041	11/12/21
29825	VT GAS SYSTEMS	10/22/21	SH Pool Gas October 2536530 1021	110-5-41-13-621.000 Natural Gas/Heating	96.77	37042	11/12/21
41920	VT HERITAGE DISTRIBUTORS	10/31/21	Bottled water svc 81 Main 901793 1021	110-5-13-10-610.000 General Supplies	10.45	37043	11/12/21
41920	VT HERITAGE DISTRIBUTORS	10/31/21	Bottled water svc PWO Oct 902441 1021	110-5-40-12-570.000 Other Purchased Services	54.00	37043	11/12/21
27030	VT OFFICE OF CHILD SUPPOR	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.005 Misc Deductions Payable	311.54	37044	11/12/21
07565	W B MASON CO INC	11/03/21	Oct office supplies C1305527 10A	110-5-20-10-610.000 General Supplies	235.86	37045	11/12/21
07565	W B MASON CO INC	11/03/21	Oct office supplies C1305527 10A	110-5-41-15-610.000 General Supplies	57.96	37045	11/12/21
07565	W B MASON CO INC	11/03/21	Oct office supplies C1305527 10A	110-5-41-10-610.000 General Supplies	115.62	37045	11/12/21
07565	W B MASON CO INC	11/03/21	Oct office supplies C1305527 10A	110-5-12-10-610.000 General Supplies	104.63	37045	11/12/21
07565	W B MASON CO INC	11/03/21	Oct office supplies C1305527 10A	110-5-41-14-610.000 General Supplies	64.30	37045	11/12/21

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07565	W B MASON CO INC	11/03/21	Oct office supplies C1305527 10A	110-5-35-10-610.000 General Supplies	82.80	37045	11/12/21
07565	W B MASON CO INC	11/03/21	Oct office supplies C1305527 10A	110-5-16-10-610.000 General Supplies	225.16	37045	11/12/21
28395	WOOLIEVER SAMUEL C	10/30/21	Vectorizing logos for Tow ESSEX01	110-5-11-10-330.000 Professional Services	75.00	37046	11/12/21
V1161	ICMA RETIREMENT TRUST-401	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.004 Retirement Payable	6663.90	11030468	11/12/21
V1160	ICMA RETIREMENT TRUST-457	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.004 Retirement Payable	1388.46	11030469	11/12/21
17425	ICMA ROTH PLAN 706287	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.004 Retirement Payable	25.00	11030471	11/12/21
14545	ICMA-RC (PLAN 705508)	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.005 Misc Deductions Payable	489.40	11100287	11/12/21
23055	ICMA - 401 (PLAN 10904	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.004 Retirement Payable	668.53	11100288	11/12/21
09005	ICMA - 457 (PLAN 302056)	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.005 Misc Deductions Payable	4091.21	11100289	11/12/21
21385	HEALTH EQUITY	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.009 HSA Payable HE	159.50	21111201	11/12/21
05390	FAMILY SUPPORT REGISTRY	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.010 Judgements Payable	69.23	21111202	11/12/21
26030	THOMSON REUTERS - WEST	11/01/21	OCT CLEAR LE INVEST 845263939	121-5-00-00-750.000 Machinery & Equipment	194.78	37032	11/12/21
19720	VERIZON CONNECT NWF, INC.	11/01/21	AVL OCT SERVICE 2594437	121-5-00-00-750.000 Machinery & Equipment	259.04	37035	11/12/21
24825	FIRST NATIONAL BANK OMAHA	10/26/21	OCT CREDIT CARD 102621D	122-5-22-10-610.000 General Supplies	48.76	36967	11/12/21
24825	FIRST NATIONAL BANK OMAHA	10/26/21	OCT CREDIT CARD 102621D	122-5-22-10-750.000 Machinery & Equipment	203.88	36967	11/12/21
28835	PEASE GRACE	11/06/21	CJC MILEAGE REIMB 110621D	122-5-22-10-580.000 Travel	34.72	37014	11/12/21
07565	W B MASON CO INC	11/03/21	Oct office supplies C1305527 10A	122-5-22-10-610.000 General Supplies	71.36	37045	11/12/21
V10658	HORSFORD GARDEN CENTER	05/06/21	Arbor Day Trees 102438	130-5-16-10-740.001 Conservation	477.30	36985	11/12/21
17250	TOYOTA FINANCIAL SERVICES	11/07/21	Rav 4 Lease Pmt 31 WS401 1121	130-5-95-00-970.907 Lease Prin - Assr Vehicle	234.08	37033	11/12/21
17250	TOYOTA FINANCIAL SERVICES	11/07/21	Rav 4 Lease Pmt 31 WS401 1121	130-5-95-00-975.907 Lease Int - Assr Vehicle	50.62	37033	11/12/21
37985	A T & T MOBILITY	10/23/21	CELL PHONE Svc EPD 8781498 1021	151-5-51-10-530.000 Communications	137.50	36917	11/12/21
42625	ALDRICH & ELLIOTT PC	11/01/21	Town Center Waterline 80199	151-5-51-70-723.002 Town Center Water Line	86.86	36922	11/12/21
42625	ALDRICH & ELLIOTT PC	11/01/21	consulting work - (sewer) 80225	151-5-51-30-330.000 Professional Services	347.44	36922	11/12/21
07465	BIBENS ACE HARDWARE INC	11/02/21	parts for w/s air compres 42850	151-5-51-10-430.001 R&M Vehicles - Supplies	9.78	36929	11/12/21
07465	BIBENS ACE HARDWARE INC	11/04/21	Keys for w/s bldgs 42863	151-5-51-10-431.000 R&M Buildings & Grounds	8.17	36929	11/12/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
04940	COMCAST	11/01/21	Internet hgwy complex 11/ 0167074 1121	151-5-51-10-530.000 Communications	81.69	36946	11/12/21
19330	CONSOLIDATED COMMUNICATIO	10/30/21	9/30-10/29/21 Potts lines 103021D	151-5-51-30-530.000 Communications	57.24	36949	11/12/21
07010	GREEN MOUNTAIN POWER CORP	10/28/21	9/27-10/27/21 Power vario 102821D	151-5-51-30-622.000 Electricity	985.29	36981	11/12/21
03070	MINUTEMAN PRESS	11/10/21	Postage Nov bills 111021D	151-5-51-10-540.000 Advertising	1544.02	37006	11/12/21
37985	A T & T MOBILITY	10/23/21	CELL PHONE Svc EPD 8781498 1021	159-5-30-15-530.000 Communications	35.05	36917	11/12/21
28885	ADAMS ELIZABETH	11/03/21	Luncheon Refund 126656	159-4-30-20-020.300 Program Registration Fees	39.00	36919	11/12/21
07465	BIBENS ACE HARDWARE INC	10/29/21	Pumpkin Event Supplies 428165	159-5-30-20-610.000 General Supplies	86.97	36929	11/12/21
28880	EMMONS JANET	11/03/21	Luncheon Refund 126657	159-4-30-20-020.300 Program Registration Fees	117.00	36960	11/12/21
23215	ESSEX EQUIPMENT INC	11/01/21	Halloween Event Set Up 108056350001	159-5-30-20-610.000 General Supplies	212.80	36963	11/12/21
23215	ESSEX EQUIPMENT INC	11/01/21	Halloween Event Light Tow 108062080002	159-5-30-20-610.000 General Supplies	264.87	36963	11/12/21
14365	JURNAK STEVE	11/03/21	Luncheon Refund 126658	159-4-30-20-020.300 Program Registration Fees	13.00	36992	11/12/21
28800	KANE ROBERT	11/09/21	ESP MTB OCT 100721D	159-5-30-15-835.000 Program Instructor Fees	500.00	36993	11/12/21
28895	KINDERMUSIK WITH RACHEL L	11/03/21	Kindermusik Program 110321D	159-5-30-14-835.000 Program Instructor Fees	880.00	36994	11/12/21
25625	LOWE'S - 1080	11/02/21	EJRP Lowes October 4191080 1121	159-5-30-20-610.000 General Supplies	223.36	36996	11/12/21
28875	MARCOUX SHERYL	11/03/21	Luncheon Refund 126659	159-4-30-20-020.300 Program Registration Fees	13.00	37000	11/12/21
24620	MILTON RENTAL AND SALES	11/01/21	Halloween Event Propane T 1619723	159-5-30-20-610.000 General Supplies	83.50	37005	11/12/21
24855	PETTY CASH - CAITLIN FAY	11/10/21	EJRP Petty Cash Reimburse 111021D	159-5-30-20-610.000 General Supplies	45.78	37016	11/12/21
28865	PLANT SANDRA	11/03/21	Luncheon Refund 126661	159-4-30-20-020.300 Program Registration Fees	52.00	37018	11/12/21
25605	SAWMILL STUDIO	11/02/21	ESP Woodworking October 113021D	159-5-30-15-835.000 Program Instructor Fees	720.00	37028	11/12/21
42965	TREE FARM MANAGEMENT GROU	10/26/21	Fall Soccer Field Use 102621D	159-5-30-14-835.000 Program Instructor Fees	4580.00	37034	11/12/21
23395	VILLAGE HARDWARE - WILLIS	10/26/21	Halloween Event Supplies 513984	159-5-30-20-610.000 General Supplies	109.90	37037	11/12/21

Vendor	Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
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		Report Total		108250.11		
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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 $ ***108,250.11
Let this be your order for the payments of these amounts.

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Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
37985	A T & T MOBILITY	10/27/21	EJRP Cell Phones IBR Hot 87301811021	110-5-30-12-530.000 Communications	207.11	37048	11/19/21
14400	ABOVE AND BEYOND	11/15/21	November cleaning 81 Main 301	110-5-41-10-400.000 Contracted Services	1495.00	37049	11/19/21
14400	ABOVE AND BEYOND	11/16/21	Monthly Janitorial Svcs E 6572	110-5-41-13-400.000 Contracted Services	1035.00	37049	11/19/21
19815	AMAZON CAPITAL SERVICES	11/04/21	Battery Backup for Villag 13FXD11P9TDF	110-5-14-10-735.000 Tech: Equip/Hardware	1004.98	37052	11/19/21
19815	AMAZON CAPITAL SERVICES	11/08/21	Wireless Access Points 19JYM66NC3HF	110-5-14-10-735.000 Tech: Equip/Hardware	877.05	37052	11/19/21
19815	AMAZON CAPITAL SERVICES	11/16/21	Senior Van Supplies 1CMNNLYK7YFP	110-5-30-13-610.000 General Supplies	92.61	37052	11/19/21
19815	AMAZON CAPITAL SERVICES	11/09/21	FINTERPRINT WIPES 1HHW9NV76WRD	110-5-20-10-610.000 General Supplies	67.84	37052	11/19/21
19815	AMAZON CAPITAL SERVICES	10/18/21	Winter Gloves 1JJ4WRTCGJW6	110-5-40-12-612.000 Uniforms	497.58	37052	11/19/21
19815	AMAZON CAPITAL SERVICES	10/28/21	Laptop Bags Invoice1FY6Y	110-5-14-10-735.000 Tech: Equip/Hardware	426.15	37052	11/19/21
42665	AMAZON/SYNCB	10/20/21	Juvenile Book 434596948436	110-5-35-10-640.202 Juvenile Collection	14.82	37054	11/19/21
42665	AMAZON/SYNCB	10/20/21	Floating Shelves 449783444796	110-5-35-10-610.000 General Supplies	18.28	37054	11/19/21
25955	AT&T MOBILITY	11/04/21	EPD FIRSTNET CELLS 872799201121	110-5-20-10-530.000 Communications	405.23	37055	11/19/21
02000	BAKER & TAYLOR, INC	11/03/21	Adult Books 5017330934	110-5-35-10-640.201 Adult Collection	43.90	37056	11/19/21
02000	BAKER & TAYLOR, INC	11/03/21	Adult Books 5017330934	110-5-35-10-610.000 General Supplies	2.10	37056	11/19/21
07465	BIBENS ACE HARDWARE INC	11/10/21	heat gun 42914	110-5-40-12-611.000 Small Tools and Equipment	24.99	37057	11/19/21
07465	BIBENS ACE HARDWARE INC	11/12/21	fasteners 42932	110-5-40-12-430.001 R&M Vehicles - Supplies	4.96	37057	11/19/21
07465	BIBENS ACE HARDWARE INC	11/16/21	pail lid opener 42951	110-5-40-12-611.000 Small Tools and Equipment	3.59	37057	11/19/21
07465	BIBENS ACE HARDWARE INC	11/16/21	shop supplies 42956	110-5-40-12-611.000 Small Tools and Equipment	47.97	37057	11/19/21
24475	BOND O'REILLY AUTO-ESSEX	11/01/21	control arm for car #28 5677328794	110-5-40-12-430.001 R&M Vehicles - Supplies	124.15	37058	11/19/21
24475	BOND O'REILLY AUTO-ESSEX	11/01/21	stock supplies 5677328863	110-5-40-12-430.001 R&M Vehicles - Supplies	200.70	37058	11/19/21
24475	BOND O'REILLY AUTO-ESSEX	11/15/21	parts for car #28 5677330854	110-5-40-12-430.001 R&M Vehicles - Supplies	57.60	37058	11/19/21
24475	BOND O'REILLY AUTO-ESSEX	11/15/21	part ret'd (car #28) 5677330940	110-5-40-12-430.001 R&M Vehicles - Supplies	-28.80	37058	11/19/21
24475	BOND O'REILLY AUTO-ESSEX	11/15/21	seat covers for car #28 5677330941	110-5-40-12-430.001 R&M Vehicles - Supplies	39.99	37058	11/19/21
24475	BOND O'REILLY AUTO-ESSEX	11/16/21	winterizer for Sweeper 10 5677331034	110-5-40-12-430.001 R&M Vehicles - Supplies	86.04	37058	11/19/21
24475	BOND O'REILLY AUTO-ESSEX	11/16/21	parts for car #28 567733112.1	110-5-40-12-430.001 R&M Vehicles - Supplies	29.60	37058	11/19/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
11375	CASELLA WASTE MANAGEMENT	11/01/21	trash pick up Highway Gar 3230168	110-5-41-15-400.000 Contracted Services	260.89	37063	11/19/21
11375	CASELLA WASTE MANAGEMENT	11/01/21	trash pick up 81 Main 3230169	110-5-41-10-400.000 Contracted Services	144.52	37063	11/19/21
11375	CASELLA WASTE MANAGEMENT	11/01/21	NOV TRASH/RECYCLE 145 Map 3231492	110-5-41-13-400.000 Contracted Services	148.91	37063	11/19/21
07710	CCR SALES AND SERVICE LLC	11/10/21	parts for cub cadt mwoer 57276	110-5-40-12-430.001 R&M Vehicles - Supplies	25.73	37065	11/19/21
07710	CCR SALES AND SERVICE LLC	11/10/21	Maint Parts 57277	110-5-30-12-430.000 R&M Vehicles & Equipment	90.28	37065	11/19/21
40205	CDW-G	07/21/21	ACO PRINTER INK H188722	110-5-20-10-610.000 General Supplies	72.23	37066	11/19/21
04940	COMCAST	09/28/21	Internet EFL 10/8-11/7/21 0050825 0921	110-5-41-14-530.000 Communications	5.00	37070	11/19/21
04940	COMCAST	10/28/21	Internet EFL 11/8-12/7/21 0050825 1021	110-5-41-14-530.000 Communications	5.00	37070	11/19/21
V9941	COMMERCIAL CARD SVCS	11/02/21	HR subscription 11/2-12/1 $83916G	110-5-10-10-570.000 Other Purchased Services	503.50	37072	11/19/21
V9941	COMMERCIAL CARD SVCS	10/18/21	SUPPLIES AMAZON E + F	110-5-10-10-500.000 Training, Conf, Dues	9.98	37072	11/19/21
11115	DOMINION TECH COMPUTER SV	10/01/21	O365 Licenses for Novembe 20218765	110-5-14-10-735.000 Tech: Equip/Hardware	2895.90	37073	11/19/21
11115	DOMINION TECH COMPUTER SV	11/01/21	O365 Licenses for Decembe 20218949	110-5-14-10-735.000 Tech: Equip/Hardware	2918.89	37073	11/19/21
05000	ESSEX DISCOUNT BEVERAGE I	11/16/21	kerosene for equipment 5172858	110-5-41-15-626.000 Gasoline	14.69	37077	11/19/21
23215	ESSEX EQUIPMENT INC	11/15/21	grade stakes 108079340001	110-5-40-12-605.000 Summer Construction Suppl	19.35	37078	11/19/21
23090	FIRKEY JERRY	11/01/21	Nov health officer 110121D	110-5-18-10-330.000 Professional Services	797.00	37080	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	110-5-30-10-580.000 Travel	77.88	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	110-5-10-10-755.000 Furniture and Fixtures	2214.00	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	110-5-30-10-500.000 Training, Conf, Dues	175.00	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	110-5-30-12-500.000 Training, Conf, Dues	45.00	37081	11/19/21
14595	FOLEY SERVICES INC	11/09/21	CARPET RUNNERS 1399090	110-5-41-13-400.000 Contracted Services	50.50	37085	11/19/21
13570	GALE/CENGAGE LEARNING	11/09/21	Adult Large Print Book 76162117	110-5-35-10-640.201 Adult Collection	30.39	37086	11/19/21
07160	GREEN MOUNTAIN LIBRARY CO	11/11/21	GMLC Membership and LUV C G22-3106	110-1-00-00-120.000 Prepaid Expenses	1674.16	37088	11/19/21
07160	GREEN MOUNTAIN LIBRARY CO	11/11/21	GMLC Membership and LUV C G22-3106	110-5-35-10-505.000 Tech. Subs, Licenses	1674.16	37088	11/19/21
07010	GREEN MOUNTAIN POWER CORP	11/09/21	EPD ELECTRICITY 1121 145 MA	110-5-41-13-622.000 Electricity	2003.55	37089	11/19/21
07010	GREEN MOUNTAIN POWER CORP	11/02/21	IBR Booth Power October 1121 IBTB	110-5-30-12-570.000 Other Purchased Services	20.55	37089	11/19/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
2955	HEART WILDLIFE REMOVAL	11/10/21	OCT ANIMAL CONTROL 111021D	110-5-20-15-330.000 Professional Services	3013.91	37091	11/19/21
28070	HP FAIRFIELD LLC	10/29/21	parts for Trk 106/108 7792627	110-5-40-12-430.001 R&M Vehicles - Supplies	1109.08	37093	11/19/21
37715	INTEGRITY COMMUNICATIONS	11/05/21	PW Complex Phone System M 40462	110-5-14-10-735.000 Tech: Equip/Hardware	216.00	37095	11/19/21
37715	INTEGRITY COMMUNICATIONS	11/08/21	PW Phone System Maintenan 40470	110-5-14-10-735.000 Tech: Equip/Hardware	216.00	37095	11/19/21
37715	INTEGRITY COMMUNICATIONS	11/11/21	Wireless Connections for 40496	110-5-14-10-735.000 Tech: Equip/Hardware	1956.96	37095	11/19/21
28900	INTENTIONAL EVOLUTION LLC	11/15/21	EQUITY CONSULT 000171	110-5-20-10-330.000 Professional Services	5000.00	37096	11/19/21
20005	INTEX PROPERTY MAINTENANC	11/15/21	supplies for 81 Main St 201A	110-5-41-10-610.000 General Supplies	45.00	37097	11/19/21
20005	INTEX PROPERTY MAINTENANC	11/15/21	Nov cleaning Memorial Hal 2411	110-5-41-11-400.000 Contracted Services	715.00	37097	11/19/21
20005	INTEX PROPERTY MAINTENANC	11/15/21	Nov cleaning Memorial Hal 2411	110-5-41-17-400.000 Contracted Services	220.00	37097	11/19/21
13760	JOHNSON HARDWARE & RENTAL	11/09/21	chainsaw parts 47591	110-5-40-12-430.001 R&M Vehicles - Supplies	58.91	37098	11/19/21
26920	MAYVILLE DARBY	11/12/21	Minutes SB 11/9 23	110-5-11-10-330.000 Professional Services	215.25	37102	11/19/21
V9970	MIDWEST TAPE	11/09/21	Adult DVDs 501246568	110-5-35-10-640.201 Adult Collection	22.49	37104	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	110-5-25-10-442.000 Rental Vehicles/Equip	80.74	37106	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	110-5-20-10-442.000 Rental Vehicles/Equip	80.74	37106	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	110-5-20-10-442.000 Rental Vehicles/Equip	80.74	37106	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	110-5-35-10-442.000 Rental Vehicles/Equip	80.74	37106	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	110-5-40-10-442.000 Rental Vehicles/Equip	94.15	37106	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	110-5-13-10-442.000 Rental Vehicles/Equip	120.43	37106	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	110-5-20-10-442.000 Rental Vehicles/Equip	138.97	37106	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	110-5-12-10-442.000 Rental Vehicles/Equip	138.97	37106	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	110-5-40-10-442.000 Rental Vehicles/Equip	46.32	37106	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	110-5-40-12-442.000 Rental Vehicles/Equip	46.32	37106	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	110-5-10-10-442.000 Rental Vehicles/Equip	177.89	37106	11/19/21
41525	O'LEARY-BURKE CIVIL ASSOC	10/18/21	prep for and attend heari 22758	110-5-40-12-330.000 Professional Services	190.00	37107	11/19/21
23420	P & P SEPTIC SERVICE INC.	11/05/21	hydrovac cleaning wet wel T566009	110-5-40-12-575.000 Storm Sewer Maintenance	20355.00	37108	11/19/21

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14205	PALMER JEAN	11/10/21	Refund Tax Overpayment 1029178001C	110-2-00-00-200.002 Overpayments Payable	242.62	37110	11/19/21
23670	PARRO'S GUN SHOP & POLICE	11/02/21	VEST REFIT 13518	110-5-20-10-612.000 Uniforms	107.87	37111	11/19/21
27950	PETE'S TIRE BARNS INC	08/17/21	mount /dismount tires 038752	110-5-40-12-430.000 R&M Vehicles & Equipment	189.00	37113	11/19/21
28030	ROUTE 15 AUTOMOTIVE SERVI	11/09/21	M/B 4 TIRES/DISPOSE 131183	110-5-20-10-430.000 R&M Vehicles & Equipment	88.00	37117	11/19/21
28030	ROUTE 15 AUTOMOTIVE SERVI	11/11/21	LOF/VSI 131184	110-5-20-10-430.000 R&M Vehicles & Equipment	94.95	37117	11/19/21
28030	ROUTE 15 AUTOMOTIVE SERVI	11/15/21	LOF/ M/B 4 TIRES 131185	110-5-20-10-430.000 R&M Vehicles & Equipment	114.95	37117	11/19/21
28030	ROUTE 15 AUTOMOTIVE SERVI	11/17/21	LOF 131186	110-5-20-10-430.000 R&M Vehicles & Equipment	34.95	37117	11/19/21
03180	SAFETY SYSTEMS OF VT LLC	10/16/21	Alarm Panel Maintenance 21097	110-5-14-10-735.000 Tech: Equip/Hardware	390.00	37118	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Town Solar Oct 2021 135	110-5-41-11-622.000 Electricity	161.42	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Town Solar Oct 2021 135	110-5-41-10-622.000 Electricity	560.24	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Town Solar Oct 2021 135	110-5-41-12-622.000 Electricity	192.69	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Town Solar Oct 2021 135	110-5-41-15-622.000 Electricity	460.24	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Town Solar Oct 2021 135	110-5-41-16-622.000 Electricity	58.01	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Town Solar Oct 2021 135	110-5-30-11-622.000 Electricity	402.24	37119	11/19/21
42565	SEVEN DAYS	11/10/21	Legal Ad-ZBA 216174	110-5-16-10-540.000 Advertising	52.00	37121	11/19/21
40120	SHUEH LING ALTERATIONS	11/15/21	PATCHES SEWN 46689	110-5-20-10-612.000 Uniforms	26.00	37123	11/19/21
04525	STANTEC CONSULTING SVC IN	11/10/21	post closure sampling - L 1853024	110-5-40-10-331.000 Landfill Monitoring	260.00	37125	11/19/21
00710	UPS STORE	11/15/21	SHIPPING SERVICE PD 53327A019051	110-5-20-10-610.000 General Supplies	35.63	37128	11/19/21
30210	VLCT	11/03/21	Hill-Fleury Town Fair MIS2021064	110-5-11-10-500.000 Training, Conf, Dues	48.00	37129	11/19/21
27030	VT OFFICE OF CHILD SUPPOR	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.005 Misc Deductions Payable	311.54	37131	11/19/21
00935	VT PET FOOD & SUPPLY	11/15/21	K9 FOOD 111521D	110-5-20-10-613.000 Program Supplies	286.65	37132	11/19/21
17425	ICMA ROTH PLAN 706287	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.004 Retirement Payable	25.00	11170146	11/19/21
V1161	ICMA RETIREMENT TRUST-401	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.004 Retirement Payable	3683.79	11170147	11/19/21
V1160	ICMA RETIREMENT TRUST-457	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.004 Retirement Payable	955.48	11170148	11/19/21
14545	ICMA-RC (PLAN 705508)	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.005 Misc Deductions Payable	490.62	11170411	11/19/21

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05390	FAMILY SUPPORT REGISTRY	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.010 Judgements Payable	69.23	21111901	11/19/21
21385	HEALTH EQUITY	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.009 HSA Payable HE	609.50	21111902	11/19/21
09005	ICMA - 457 (PLAN 302056)	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.005 Misc Deductions Payable	4355.47	21111903	11/19/21
23055	ICMA - 401 (PLAN 10904	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.004 Retirement Payable	668.52	21111905	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	122-5-22-10-442.000 Rental Vehicles/Equip	138.97	37106	11/19/21
20765	BURLINGTON GLASS CENTER	10/26/21	SH Poolhouse Windows K0040222	130-5-30-12-750.001 Park Asset Replacement	7075.00	37062	11/19/21
12000	LAMOUREUX & DICKINSON INC	10/31/21	Essex Way/Circ Hgwy Signa 59106	130-5-40-10-720.007 Town Ctr Traffic Improv	1767.00	37101	11/19/21
19815	AMAZON CAPITAL SERVICES	10/18/21	Winter Gloves 1JJ4WRTCGJW6	151-5-51-10-612.000 Uniforms	327.32	37052	11/19/21
07465	BIBENS ACE HARDWARE INC	11/09/10	pipe dope for fittings 42903	151-5-51-20-433.000 R&M Infrastructure	9.98	37057	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	151-5-51-10-442.000 Rental Vehicles/Equip	46.32	37106	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Town Solar Oct 2021 135	151-5-51-30-622.000 Electricity	1582.23	37119	11/19/21
17505	SAND HILL SOLAR LLC	11/11/21	Town Solar Oct 2021 135	151-5-51-10-622.000 Electricity	157.86	37119	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	159-5-30-14-500.000 Training, Conf, Dues	46.99	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	159-5-30-15-610.000 General Supplies	23.69	37081	11/19/21
21760	FIRST NATIONAL BANK OMAHA	10/26/21	EPR Credit Card October 0492 1021	159-5-30-20-610.000 General Supplies	2382.73	37081	11/19/21
29015	GLEASON KRISTIN	11/05/21	Essentrics October 110521D	159-5-30-14-835.000 Program Instructor Fees	180.00	37087	11/19/21
14570	METROROCK STATION / VERTI	11/10/21	ESP Enrichment Session 1 111021D	159-5-30-15-835.000 Program Instructor Fees	2000.00	37103	11/19/21
05485	NATIONAL BUSINESS LEASING	11/09/21	Copier leases 11/15-12/14 74436882	159-5-30-14-442.000 Rental Vehicles/Equip	177.90	37106	11/19/21
21330	PALERMO PAULA	11/12/21	ESP Mindful Arts Fall 111221D	159-5-30-15-835.000 Program Instructor Fees	700.00	37109	11/19/21
03335	STARKEY LAUREN B	11/15/21	SAT Bootcamp 111521D	159-5-30-14-835.000 Program Instructor Fees	1595.00	37126	11/19/21

Vendor	Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
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		Report Total		90260.71		
				==========		

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 $ ****90,260.71
Let this be your order for the payments of these amounts.

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Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
20440	AINSWORTH CATHY L	11/30/21	Multiple meetings 62	110-5-11-10-330.000 Professional Services	1034.02	37138	12/03/21
07305	AIRGAS USA LLC	11/22/21	welding supplies 9119960225	110-5-40-12-430.001 R&M Vehicles - Supplies	44.10	37139	12/03/21
28555	ALLEGIANCE TRUCKS	11/16/21	repairs to trk 106 R12200014001	110-5-40-12-430.000 R&M Vehicles & Equipment	579.40	37141	12/03/21
28555	ALLEGIANCE TRUCKS	11/11/21	TANKER REPAIR R20100431801	110-5-25-10-430.000 R&M Vehicles & Equipment	218.84	37141	12/03/21
28555	ALLEGIANCE TRUCKS	11/17/21	Headlight - trk 108 X12200128201	110-5-40-12-430.001 R&M Vehicles - Supplies	12.04	37141	12/03/21
19815	AMAZON CAPITAL SERVICES	11/05/21	SHP Supplies 16XNDK4WLG7H	110-5-30-11-610.000 General Supplies	49.99	37142	12/03/21
19815	AMAZON CAPITAL SERVICES	12/02/21	IT Supplies 176LTXH7WLPT	110-5-14-10-735.000 Tech: Equip/Hardware	97.23	37142	12/03/21
19815	AMAZON CAPITAL SERVICES	11/23/21	IT Office Supplies 1J4DRRKDJ6TT	110-5-14-10-735.000 Tech: Equip/Hardware	29.99	37142	12/03/21
19815	AMAZON CAPITAL SERVICES	11/21/21	Surge Protector and Power 1LJNPLRQJ9WV	110-5-14-10-735.000 Tech: Equip/Hardware	535.20	37142	12/03/21
19815	AMAZON CAPITAL SERVICES	11/10/21	Meeting Room Speaker and 1PJPYLLDXKJL	110-5-14-10-735.000 Tech: Equip/Hardware	921.60	37142	12/03/21
19815	AMAZON CAPITAL SERVICES	11/23/21	IT Office Supplies 1T91JC1HJW3F	110-5-14-10-735.000 Tech: Equip/Hardware	103.00	37142	12/03/21
02745	AXON ENTERPRISE INC	11/15/21	5 CARTRIDGES INUS030191	110-5-20-10-500.000 Training, Conf, Dues	319.77	37146	12/03/21
29295	BARTOL CURT R PHD	11/17/21	2 MMPI-2S 111721D	110-5-20-10-330.000 Professional Services	30.00	37147	12/03/21
32575	BIANCHI STONE CRAFTERS IN	11/26/21	corner posts 3052	110-5-30-12-431.000 R&M Buildings & Grounds	100.00	37149	12/03/21
07465	BIBENS ACE HARDWARE INC	10/29/21	supplies for porch renova 42817	110-5-41-14-431.000 R&M Buildings & Grounds	25.76	37150	12/03/21
07465	BIBENS ACE HARDWARE INC	11/16/21	Light Bulbs 42959	110-5-41-11-431.000 R&M Buildings & Grounds	39.99	37150	12/03/21
07465	BIBENS ACE HARDWARE INC	11/18/21	Loppers for brush cutting 42979	110-5-40-12-611.000 Small Tools and Equipment	54.99	37150	12/03/21
07465	BIBENS ACE HARDWARE INC	11/18/21	pipe coupling Library gut 42982	110-5-41-11-431.000 R&M Buildings & Grounds	9.99	37150	12/03/21
07465	BIBENS ACE HARDWARE INC	11/18/21	pipe and materials to add 42984	110-5-41-11-431.000 R&M Buildings & Grounds	42.93	37150	12/03/21
07465	BIBENS ACE HARDWARE INC	11/22/21	Hockey Rink Supplies 43012	110-5-30-12-610.000 General Supplies	17.70	37150	12/03/21
24475	BOND O'REILLY AUTO-ESSEX	11/22/21	part for shop equipment 5677331862	110-5-40-12-430.001 R&M Vehicles - Supplies	116.13	37152	12/03/21
12125	BOW WOW WASTE	11/17/21	mutt mitts 449216	110-5-40-13-570.000 Other Purchased Services	611.88	37153	12/03/21
03000	CARGILL SALT EASTERN INC	11/30/21	winter road salt 2906690497	110-5-40-12-600.000 Salt, Sand and Gravel	2244.02	37157	12/03/21
11375	CASELLA WASTE MANAGEMENT	11/01/21	Sand Hill Trash Removal O 3230180	110-5-30-12-430.000 R&M Vehicles & Equipment	214.00	37158	12/03/21
07710	CCR SALES AND SERVICE LLC	11/16/21	Backpack Blower 57458	110-5-30-12-611.000 Small Tools and Equipment	550.00	37159	12/03/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
07710	CCR SALES AND SERVICE LLC	11/18/21	Belt 57521	110-5-30-12-430.000 R&M Vehicles & Equipment	30.79	37159	12/03/21
07710	CCR SALES AND SERVICE LLC	11/18/21	Oil 57533	110-5-30-12-430.000 R&M Vehicles & Equipment	54.00	37159	12/03/21
29095	CHAARANI MOHAMAD BADER EL	12/02/21	Refund Tax credit 1037007000	110-2-00-00-200.002 Overpayments Payable	531.90	37161	12/03/21
23455	CHITTENDEN SOLID WASTE DI	10/21/21	Junk from the Tree Farm 3342872	110-5-40-12-570.000 Other Purchased Services	69.00	37164	12/03/21
04940	COMCAST	11/17/21	Internet / cable 81 main 0109571 1121	110-5-41-14-530.000 Communications	224.80	37167	12/03/21
04940	COMCAST	11/19/21	Internet 2 Lincoln 11/26 0136343 1121	110-5-41-10-900.000 Transfer btwn Town/Villag	163.39	37169	12/03/21
04940	COMCAST	11/26/21	EPD CABLE/INTERNET 0136954 1121	110-5-20-10-432.000 R&M Technology	270.92	37170	12/03/21
04940	COMCAST	11/26/21	EPD CABLE/INTERNET 0136954 1121	110-5-20-10-530.000 Communications	97.09	37170	12/03/21
17025	COONRADT AMY	11/24/21	Joint Selectboard/ Truste 0074	110-5-11-10-330.000 Professional Services	182.93	37172	12/03/21
07530	CURTIS LUMBER INC	11/26/21	Wood trim supplies for EP 2111001499	110-5-41-10-431.000 R&M Buildings & Grounds	39.14	37173	12/03/21
29080	DAVIS CHERI	12/01/21	Refund overpayment 211537	110-4-00-00-098.000 Misc Revenue	4.00	37175	12/03/21
33075	DELL MARKETING LP	11/18/21	IT Monitors 10534944835	110-5-14-10-735.000 Tech: Equip/Hardware	826.92	37176	12/03/21
39060	ESSEX CAR WASH INC	11/30/21	Monthly Car washes 3850	110-5-20-10-430.000 R&M Vehicles & Equipment	42.00	37182	12/03/21
18000	FERGUSON WATERWORKS #590	11/18/21	pipe for in ground (Libra IO64717	110-5-41-11-431.000 R&M Buildings & Grounds	27.50	37184	12/03/21
23090	FIRKEY JERRY	11/29/21	Health Officer supplies 112921D	110-5-18-10-330.000 Professional Services	83.01	37185	12/03/21
19160	FIRST NATIONAL BANK OMAHA	10/26/21	credit card - Duggan 0617 1021	110-5-10-10-570.000 Other Purchased Services	29.42	37188	12/03/21
19005	FIRSTLIGHT FIBER	11/15/21	Phone/internet various lo 10331680	110-5-41-10-530.000 Communications	1190.23	37193	12/03/21
19005	FIRSTLIGHT FIBER	11/15/21	Phone/internet various lo 10331680	110-5-41-13-530.000 Communications	1019.20	37193	12/03/21
19005	FIRSTLIGHT FIBER	11/15/21	Phone PWO TOE 10/15-11/14 10331681	110-5-41-14-530.000 Communications	195.95	37193	12/03/21
19005	FIRSTLIGHT FIBER	11/15/21	Phone/internet hgwy compl 10331682	110-5-41-10-530.000 Communications	106.01	37193	12/03/21
19005	FIRSTLIGHT FIBER	11/15/21	Phone/internet hgwy compl 10331682	110-5-41-12-530.000 Communications	61.72	37193	12/03/21
19005	FIRSTLIGHT FIBER	11/15/21	Phone/internet hgwy compl 10331682	110-5-41-13-530.000 Communications	63.57	37193	12/03/21
19005	FIRSTLIGHT FIBER	11/15/21	Phone/internet hgwy compl 10331682	110-5-41-16-530.000 Communications	15.54	37193	12/03/21
19005	FIRSTLIGHT FIBER	11/15/21	Phone Mem Hall 10/15-11/1 10331687	110-5-41-17-530.000 Communications	96.72	37193	12/03/21
19005	FIRSTLIGHT FIBER	11/15/21	Phone hgwy garage 10/15-1 10331794	110-5-41-15-530.000 Communications	94.98	37193	12/03/21

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19005	FIRSTLIGHT FIBER	11/15/21	Phone Pow Mus 10/15-11/14 10331891	110-5-41-18-530.000 Communications	39.67	37193	12/03/21
14595	FOLEY SERVICES INC	11/16/21	CARPET RUNNERS 1400275	110-5-41-13-400.000 Contracted Services	50.50	37194	12/03/21
14595	FOLEY SERVICES INC	11/23/21	CARPET RUNNERS 1401475	110-5-41-13-400.000 Contracted Services	50.50	37194	12/03/21
13570	GALE/CENGAGE LEARNING	11/17/21	Adult Large Print Books 76193032	110-5-35-10-640.201 Adult Collection	51.73	37195	12/03/21
13570	GALE/CENGAGE LEARNING	11/18/21	Adult Large Print Books 76199368	110-5-35-10-640.201 Adult Collection	30.39	37195	12/03/21
04035	GOT THAT RENTAL & SALES I	11/29/21	Carb Gaskets 93323	110-5-30-12-431.000 R&M Buildings & Grounds	67.67	37196	12/03/21
04035	GOT THAT RENTAL & SALES I	11/17/21	for road grading signage 93562	110-5-40-12-610.000 General Supplies	90.00	37196	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/16/21	street lights 1121 EHMSL	110-5-40-12-622.200 Streetlight Electricity	129.15	37200	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/16/21	street lights 1121 SHRLM	110-5-40-12-622.200 Streetlight Electricity	36.93	37201	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/08/21	Sand Hill Power October 1121 SHRR	110-5-41-16-622.000 Electricity	196.75	37202	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/16/21	street lights 1121 SHRSL	110-5-40-12-622.200 Streetlight Electricity	44.98	37203	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/16/21	street lights 1121 SHRSL15	110-5-40-12-622.200 Streetlight Electricity	29.23	37204	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/08/21	Power various locations 112821D	110-5-41-10-622.000 Electricity	295.45	37208	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/08/21	Power various locations 112821D	110-5-41-11-622.000 Electricity	145.21	37208	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/08/21	Power various locations 112821D	110-5-41-12-622.000 Electricity	45.51	37208	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/08/21	Power various locations 112821D	110-5-41-15-622.000 Electricity	170.95	37208	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/08/21	Power various locations 112821D	110-5-41-16-622.000 Electricity	25.78	37208	12/03/21
23595	HAMMOND ELECTRIC INC	10/20/21	SHP Court Lights 9918JH	110-5-30-12-430.000 R&M Vehicles & Equipment	537.55	37209	12/03/21
28805	HENNESSY INDUSTRIES LLC	11/19/21	repairs to tire changing 276272	110-5-40-12-430.000 R&M Vehicles & Equipment	1354.87	37210	12/03/21
33495	INGRAM LIBRARY SERVICES I	11/10/21	Adult Books 55798230	110-5-35-10-640.201 Adult Collection	21.16	37214	12/03/21
33495	INGRAM LIBRARY SERVICES I	11/10/21	Adult Books 55798230	110-5-35-10-610.000 General Supplies	1.38	37214	12/03/21
33495	INGRAM LIBRARY SERVICES I	11/10/21	Adult Books 55798231	110-5-35-10-640.201 Adult Collection	97.08	37214	12/03/21
33495	INGRAM LIBRARY SERVICES I	11/10/21	Adult Books 55798231	110-5-35-10-610.000 General Supplies	6.13	37214	12/03/21
33495	INGRAM LIBRARY SERVICES I	11/10/21	Adult Books 55798232	110-5-35-10-640.201 Adult Collection	48.67	37214	12/03/21
33495	INGRAM LIBRARY SERVICES I	11/10/21	Adult Books 55798232	110-5-35-10-610.000 General Supplies	1.38	37214	12/03/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
21045	INTERVALE CENTER INC	10/13/21	for Sydney Drive Retrofit ICN102664	110-5-40-12-571.000 Streetscape Maintenance	70.56	37216	12/03/21
27670	IROQUOIS MANUFACTURING, I	11/23/21	plow parts - trk 25 161048	110-5-40-12-430.001 R&M Vehicles - Supplies	120.79	37217	12/03/21
28255	JOHN LEO & SONS INC	11/10/21	locate and uncover drain 96480	110-5-40-12-575.000 Storm Sewer Maintenance	875.00	37218	12/03/21
29060	KOFILE TECHNOLOGIES INC	08/03/21	Refund Tax Pmt 2071002000	110-2-00-00-205.000 Clearing - Taxes	22090.94	37219	12/03/21
08645	LOWES BUSINESS ACCT/SYNCB	10/29/21	tax correction - invoice 01736	110-5-40-12-605.000 Summer Construction Suppl	-1.54	37221	12/03/21
08645	LOWES BUSINESS ACCT/SYNCB	11/08/21	Supplies for back door ro 02436	110-5-41-11-431.000 R&M Buildings & Grounds	183.11	37221	12/03/21
08645	LOWES BUSINESS ACCT/SYNCB	10/22/21	for marking culverts 02663	110-5-40-12-610.000 General Supplies	113.96	37221	12/03/21
08645	LOWES BUSINESS ACCT/SYNCB	11/12/21	supplies for countertop E 02665	110-5-41-10-431.000 R&M Buildings & Grounds	86.91	37221	12/03/21
08645	LOWES BUSINESS ACCT/SYNCB	10/26/21	Sydney Drive Stormwater T 02721	110-5-40-12-610.000 General Supplies	12.28	37221	12/03/21
08645	LOWES BUSINESS ACCT/SYNCB	10/29/21	board 02764	110-5-40-12-605.000 Summer Construction Suppl	27.16	37221	12/03/21
08645	LOWES BUSINESS ACCT/SYNCB	10/19/21	112621 02782	110-5-41-15-755.000 Furniture and Fixtures	246.05	37221	12/03/21
08645	LOWES BUSINESS ACCT/SYNCB	10/19/21	supplies for clerks offic 02783	110-5-41-10-431.000 R&M Buildings & Grounds	23.74	37221	12/03/21
08645	LOWES BUSINESS ACCT/SYNCB	10/18/21	supplies for clerks offic 09767	110-5-41-10-431.000 R&M Buildings & Grounds	30.99	37221	12/03/21
08645	LOWES BUSINESS ACCT/SYNCB	11/09/21	WORKLIGHT 1000LM 10549	110-5-20-10-611.000 Small Tools and Equipment	37.98	37221	12/03/21
08645	LOWES BUSINESS ACCT/SYNCB	11/08/21	returned supplies - Libra 18239	110-5-41-11-431.000 R&M Buildings & Grounds	-65.50	37221	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-10-10-210.000 Group Insurance	241.96	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-13-10-210.000 Group Insurance	179.19	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-12-10-210.000 Group Insurance	88.90	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-14-10-210.000 Group Insurance	167.10	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-40-10-210.000 Group Insurance	57.47	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-15-10-210.000 Group Insurance	61.08	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-16-10-210.000 Group Insurance	177.95	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-30-10-210.000 Group Insurance	204.81	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-30-12-210.000 Group Insurance	92.09	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-40-10-210.000 Group Insurance	61.80	37222	12/03/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-40-12-210.000 Group Insurance	619.22	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-35-10-210.000 Group Insurance	174.72	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-20-11-210.000 Group Insurance	120.05	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-20-13-210.000 Group Insurance	232.64	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-20-12-210.000 Group Insurance	275.46	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-20-14-210.000 Group Insurance	1075.73	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	110-5-40-13-210.000 Group Insurance	75.46	37222	12/03/21
27840	MADISON NATIONAL LIFE INS	10/22/21	Payroll Transfer PR-10/22/21	110-2-00-00-210.005 Misc Deductions Payable	21.57	37224	12/03/21
27840	MADISON NATIONAL LIFE INS	11/05/21	Payroll Transfer PR-11/05/21	110-2-00-00-210.005 Misc Deductions Payable	21.57	37224	12/03/21
27840	MADISON NATIONAL LIFE INS	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.005 Misc Deductions Payable	21.57	37224	12/03/21
27840	MADISON NATIONAL LIFE INS	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.005 Misc Deductions Payable	21.57	37224	12/03/21
23445	MATTHEW BENDER & CO., INC	11/24/21	Land Use 2022 editions 28672933	110-5-16-10-610.000 General Supplies	352.66	37226	12/03/21
26920	MAYVILLE DARBY	11/18/21	Selectboard minutes 11/15 24	110-5-11-10-330.000 Professional Services	136.50	37227	12/03/21
26475	MCNEIL,LEDDY, & SHEAHAN I	10/21/21	Town September Legal Acti 09012021	110-5-10-10-320.000 Legal Services	7200.00	37228	12/03/21
20080	MICROMARKETING LLC	11/15/21	Adult Audiobook 869104	110-5-35-10-640.201 Adult Collection	34.39	37229	12/03/21
V9970	MIDWEST TAPE	11/16/21	Adult DVDs 501280707	110-5-35-10-640.201 Adult Collection	41.23	37230	12/03/21
V9970	MIDWEST TAPE	11/20/21	Adult DVD 501302732	110-5-35-10-640.201 Adult Collection	22.49	37230	12/03/21
29030	MORA-KLEPEIS GABRIELA	11/18/21	Reimbursement 111921D	110-5-10-10-610.000 General Supplies	48.94	37232	12/03/21
24020	MURTHA JUDITH A	11/30/21	Refund of Tax Credit 209700350121	110-2-00-00-200.002 Overpayments Payable	504.38	37233	12/03/21
23080	MVP HEALTH CARE INC 43118	11/10/21	Health Premium December 2 120121D TOE	110-5-10-10-210.000 Group Insurance	-0.01	37234	12/03/21
23080	MVP HEALTH CARE INC 43118	11/10/21	Health Premium December 2 120121D TOE	110-5-14-10-210.000 Group Insurance	0.10	37234	12/03/21
23080	MVP HEALTH CARE INC 43118	11/10/21	Health Premium December 2 120121D TOE	110-5-40-12-210.000 Group Insurance	2049.20	37234	12/03/21
23080	MVP HEALTH CARE INC 43118	11/10/21	Health Premium December 2 120121D TOE	110-5-35-10-210.000 Group Insurance	0.01	37234	12/03/21
23080	MVP HEALTH CARE INC 43118	11/10/21	Health Premium December 2 120121D TOE	110-5-20-14-210.000 Group Insurance	682.64	37234	12/03/21
23080	MVP HEALTH CARE INC 43118	11/10/21	Health Premium December 2 120121D TOE	110-5-13-10-210.000 Group Insurance	-652.30	37234	12/03/21

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23080	MVP HEALTH CARE INC 43118	11/10/21	Health Premium December 2 120121D TOE	110-5-20-12-210.000 Group Insurance	0.02	37234	12/03/21
23080	MVP HEALTH CARE INC 43118	10/15/21	Payroll Transfer PR-10/15/21	110-2-00-00-210.006 Health Ins. Copay	2730.81	37234	12/03/21
23080	MVP HEALTH CARE INC 43118	10/22/21	Payroll Transfer PR-10/22/21	110-2-00-00-210.006 Health Ins. Copay	2730.81	37234	12/03/21
23080	MVP HEALTH CARE INC 43118	11/05/21	Payroll Transfer PR-11/05/21	110-2-00-00-210.006 Health Ins. Copay	2713.35	37234	12/03/21
23080	MVP HEALTH CARE INC 43118	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.006 Health Ins. Copay	82307.07	37234	12/03/21
27395	MVP HEALTH CARE INC 43118	11/10/21	Village December 2021 Hea 120121D VEJ	110-2-00-00-210.006 Health Ins. Copay	545.72	37235	12/03/21
05485	NATIONAL BUSINESS LEASING	10/23/21	Copier leases 10/15-11/14 74225004	110-5-14-10-505.000 Tech Subs & Licenses	295.00	37236	12/03/21
05485	NATIONAL BUSINESS LEASING	11/20/21	Copier leases 11/15-12/14 74563800	110-5-14-10-505.000 Tech Subs & Licenses	295.00	37236	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	110-5-25-10-442.000 Rental Vehicles/Equip	12.91	37237	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	110-5-20-10-442.000 Rental Vehicles/Equip	15.43	37237	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	110-5-20-10-442.000 Rental Vehicles/Equip	8.92	37237	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	110-5-35-10-442.000 Rental Vehicles/Equip	23.83	37237	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	110-5-40-10-442.000 Rental Vehicles/Equip	58.58	37237	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	110-5-13-10-442.000 Rental Vehicles/Equip	16.27	37237	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	110-5-20-10-442.000 Rental Vehicles/Equip	43.84	37237	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	110-5-12-10-442.000 Rental Vehicles/Equip	158.22	37237	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	110-5-40-10-442.000 Rental Vehicles/Equip	12.26	37237	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	110-5-40-12-442.000 Rental Vehicles/Equip	12.26	37237	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	110-5-10-10-442.000 Rental Vehicles/Equip	54.46	37237	12/03/21
10220	NEW ENGLAND AIR SYSTEMS L	10/29/21	HEAT PUMP REPAIR 179062	110-5-41-13-431.000 R&M Buildings & Grounds	1400.00	37238	12/03/21
25435	NEW ENGLAND REAL ESTATE N	11/22/21	01-22 MLS FEES, 48530 Tow 122411	110-5-15-10-500.000 Training, Conf, Dues	63.00	37239	12/03/21
29535	NEW YORK LIFE INS. CO.	11/05/21	Payroll Transfer PR-11/05/21	110-2-00-00-210.005 Misc Deductions Payable	15.00	37240	12/03/21
29535	NEW YORK LIFE INS. CO.	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.005 Misc Deductions Payable	15.00	37240	12/03/21
29535	NEW YORK LIFE INS. CO.	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.005 Misc Deductions Payable	15.00	37240	12/03/21
29535	NEW YORK LIFE INS. CO.	11/26/21	Payroll Transfer PR-11/26/21	110-2-00-00-210.005 Misc Deductions Payable	15.00	37240	12/03/21

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29050	NIROULA , GOVINDA,SHIVA,	11/29/21	Refund of Tax Credit 1041047001	110-2-00-00-200.002 Overpayments Payable	1336.66	37241	12/03/21
29055	NOEL HANNAH	11/29/21	Refund of Tax Credit 2059021000	110-2-00-00-200.002 Overpayments Payable	3249.46	37242	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-10-10-210.000 Group Insurance	292.25	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-13-10-210.000 Group Insurance	222.11	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-12-10-210.000 Group Insurance	199.29	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-14-10-210.000 Group Insurance	268.47	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-15-10-210.000 Group Insurance	69.18	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-40-10-210.000 Group Insurance	196.70	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-16-10-210.000 Group Insurance	174.68	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-20-11-210.000 Group Insurance	199.29	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-20-13-210.000 Group Insurance	650.55	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-20-12-210.000 Group Insurance	373.97	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-20-14-210.000 Group Insurance	1680.80	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-40-12-210.000 Group Insurance	718.82	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-40-13-210.000 Group Insurance	74.37	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-30-10-210.000 Group Insurance	556.76	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-30-12-210.000 Group Insurance	260.22	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-30-13-210.000 Group Insurance	130.11	37243	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	110-5-35-10-210.000 Group Insurance	105.50	37243	12/03/21
27240	OTIS ELEVATOR COMPANY	08/15/21	Elevator Maintenance Serv 100400491780	110-5-41-11-431.000 R&M Buildings & Grounds	265.21	37245	12/03/21
27240	OTIS ELEVATOR COMPANY	09/13/21	Elevator Maintenance Serv 100400526233	110-5-41-11-431.000 R&M Buildings & Grounds	265.21	37245	12/03/21
27240	OTIS ELEVATOR COMPANY	11/08/21	Elevator Maintenance Serv 100400589150	110-5-41-11-431.000 R&M Buildings & Grounds	265.21	37245	12/03/21
23420	P & P SEPTIC SERVICE INC.	11/26/21	Pearl St Park Portolet De T567182	110-5-30-12-570.000 Other Purchased Services	200.00	37247	12/03/21
23420	P & P SEPTIC SERVICE INC.	11/26/21	Thompson Dr Portolet Dece T567183	110-5-30-12-570.000 Other Purchased Services	200.00	37247	12/03/21
23420	P & P SEPTIC SERVICE INC.	11/26/21	IBR Portolet December T567184	110-5-30-12-570.000 Other Purchased Services	200.00	37247	12/03/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
25140	PIKE INDUSTRIES INC	11/12/21	Asphalt 1165265	110-5-40-12-605.000 Summer Construction Suppl	330.66	37248	12/03/21
25140	PIKE INDUSTRIES INC	11/19/21	Asphalt 1166745	110-5-40-12-605.000 Summer Construction Suppl	130.68	37248	12/03/21
00265	R.A.D. SYSTEMS	11/23/21	DUNN RAD RENEWAL 22RCT1122	110-5-20-10-500.000 Training, Conf, Dues	75.00	37249	12/03/21
00265	R.A.D. SYSTEMS	11/23/21	SORRELL RAD RENEWAL 22RCT3652	110-5-20-10-500.000 Training, Conf, Dues	75.00	37249	12/03/21
28030	ROUTE 15 AUTOMOTIVE SERVI	11/04/21	M/B 4 TIRES 131179	110-5-20-10-430.000 R&M Vehicles & Equipment	80.00	37254	12/03/21
19000	SAFETY-KLEEN SYSTEMS	11/09/21	pick-up and disposal of u 87549895	110-5-41-15-400.000 Contracted Services	313.00	37255	12/03/21
02550	SANEL NAPA	10/27/21	fuel filter 9131592973	110-5-40-12-430.001 R&M Vehicles - Supplies	25.24	37256	12/03/21
02550	SANEL NAPA	10/28/21	credit - brake cleaner 9131595998	110-5-40-12-430.001 R&M Vehicles - Supplies	-9.39	37256	12/03/21
02550	SANEL NAPA	10/29/21	misc filters - restock 9131597148	110-5-40-12-430.001 R&M Vehicles - Supplies	126.95	37256	12/03/21
02550	SANEL NAPA	11/03/21	restock items (filters, e 9131606192	110-5-40-12-430.001 R&M Vehicles - Supplies	198.48	37256	12/03/21
02550	SANEL NAPA	11/03/21	filters 9131606218	110-5-40-12-430.001 R&M Vehicles - Supplies	93.41	37256	12/03/21
02550	SANEL NAPA	11/04/21	penetrating oil and glove 9131607397	110-5-40-12-430.001 R&M Vehicles - Supplies	122.48	37256	12/03/21
02550	SANEL NAPA	11/09/21	restock supplies 9131613987	110-5-40-12-430.001 R&M Vehicles - Supplies	9.79	37256	12/03/21
02550	SANEL NAPA	11/23/21	filters 9131635669	110-5-40-12-430.001 R&M Vehicles - Supplies	18.03	37256	12/03/21
02550	SANEL NAPA	11/23/21	filter 9131635687	110-5-40-12-430.001 R&M Vehicles - Supplies	30.76	37256	12/03/21
02550	SANEL NAPA	10/27/21	filters for stock 913192964	110-5-40-12-430.001 R&M Vehicles - Supplies	92.18	37256	12/03/21
27540	SCHUMACHER STEVEN E MARST	12/02/21	Refund Tax Credit 201200500021	110-2-00-00-200.002 Overpayments Payable	2363.42	37257	12/03/21
42565	SEVEN DAYS	10/27/21	Ads for Village Comm Dev 215737	110-5-16-10-540.000 Advertising	199.16	37260	12/03/21
42565	SEVEN DAYS	11/10/21	Rec and Comm Dev Town job 216035	110-5-16-10-540.000 Advertising	1164.50	37260	12/03/21
42565	SEVEN DAYS	11/17/21	Legal Ad-PC 216340	110-5-16-10-540.000 Advertising	82.68	37260	12/03/21
12145	SHRED-EX	11/24/21	Paper Shredding 21171	110-5-20-10-330.000 Professional Services	50.00	37262	12/03/21
26925	STAPLES CREDIT PLAN	11/30/21	supplies for capital budg 47771	110-5-41-10-610.000 General Supplies	124.83	37266	12/03/21
11815	THE ROYAL GROUP INC	11/29/21	ALARM REPAIR 684847	110-5-41-13-431.000 R&M Buildings & Grounds	2400.00	37269	12/03/21
05455	TOWNSEND KIRK L	11/30/21	Refund Tax Credit 204506500021	110-2-00-00-200.002 Overpayments Payable	1863.62	37271	12/03/21
43260	ULINE	10/27/21	Mail sorter station 140537848	110-5-12-10-610.000 General Supplies	1308.60	37272	12/03/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
21000	UNIFIRST CORPORATION	11/25/21	mats and wiper rags - hig 1080052979	110-5-40-12-430.001 R&M Vehicles - Supplies	129.55	37273	12/03/21
28455	UNITED CONSTRUCTION & FOR	11/18/21	parts for Loader 219 9194431	110-5-40-12-430.001 R&M Vehicles - Supplies	183.60	37274	12/03/21
00710	UPS STORE	11/07/21	copies for winter ops pla 151	110-5-40-12-570.000 Other Purchased Services	452.19	37276	12/03/21
29065	VINCENT BRIAN J	11/29/21	Refund of Tax Credit 1067005000	110-2-00-00-200.002 Overpayments Payable	450.00	37283	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-10-10-210.000 Group Insurance	59.72	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-13-10-210.000 Group Insurance	52.97	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-12-10-210.000 Group Insurance	50.26	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-14-10-210.000 Group Insurance	53.17	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-40-10-210.000 Group Insurance	25.13	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-15-10-210.000 Group Insurance	14.02	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-40-10-210.000 Group Insurance	16.29	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-16-10-210.000 Group Insurance	37.71	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-20-11-210.000 Group Insurance	64.28	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-20-14-210.000 Group Insurance	19.34	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-40-12-210.000 Group Insurance	147.25	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-30-10-210.000 Group Insurance	75.39	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-30-12-210.000 Group Insurance	50.26	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-30-13-210.000 Group Insurance	25.13	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-35-10-210.000 Group Insurance	47.38	37285	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	110-5-40-13-210.000 Group Insurance	18.49	37285	12/03/21
44805	VMERS DB 110790	11/05/21	Payroll Transfer PR-11/05/21	110-2-00-00-210.004 Retirement Payable	22386.64	37287	12/03/21
44805	VMERS DB 110790	11/05/21	Payroll Transfer PR-11/05/21A	110-2-00-00-210.004 Retirement Payable	1192.55	37287	12/03/21
44805	VMERS DB 110790	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.004 Retirement Payable	25157.51	37287	12/03/21
44805	VMERS DB 110790	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.004 Retirement Payable	23241.11	37287	12/03/21
44805	VMERS DB 110790	11/26/21	Payroll Transfer PR-11/26/21	110-2-00-00-210.004 Retirement Payable	21587.21	37287	12/03/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
28470	VMERS DB 110800	11/05/21	Payroll Transfer PR-11/05/21	110-2-00-00-210.004 Retirement Payable	1614.36	37288	12/03/21
28470	VMERS DB 110800	11/12/21	Payroll Transfer PR-11/12/21	110-2-00-00-210.004 Retirement Payable	5942.64	37288	12/03/21
28470	VMERS DB 110800	11/19/21	Payroll Transfer PR-11/19/21	110-2-00-00-210.004 Retirement Payable	1516.53	37288	12/03/21
28470	VMERS DB 110800	11/26/21	Payroll Transfer PR-11/26/21	110-2-00-00-210.004 Retirement Payable	5689.23	37288	12/03/21
12575	VMF FABRICATING & MACHINI	11/17/21	hydraulics repair - trk 1 707	110-5-40-12-430.000 R&M Vehicles & Equipment	550.00	37289	12/03/21
29825	VT GAS SYSTEMS	11/22/21	EPD NATURAL GAS 2202281 1121	110-5-41-13-621.000 Natural Gas/Heating	352.11	37292	12/03/21
27030	VT OFFICE OF CHILD SUPPOR	11/26/21	Payroll Transfer PR-11/26/21	110-2-00-00-210.005 Misc Deductions Payable	311.54	37293	12/03/21
27030	VT OFFICE OF CHILD SUPPOR	12/03/21	Payroll Transfer PR-12/03/21	110-2-00-00-210.005 Misc Deductions Payable	311.54	37293	12/03/21
39555	VT PANURGY CORP	11/18/21	Excel Training HP 20214707	110-5-13-10-500.000 Training, Conf, Dues	140.00	37294	12/03/21
23000	WHITCOMB	11/12/21	SHUR-PAC 900235399	110-5-40-12-605.000 Summer Construction Suppl	245.58	37297	12/03/21
20445	WHITE CAP L P	11/10/21	grout for sidewalks 50017286039	110-5-40-12-610.000 General Supplies	79.95	37298	12/03/21
23485	YIPES! AUTO ACCESSORIES	11/16/21	decals for loader and gra G23112	110-5-40-12-430.001 R&M Vehicles - Supplies	73.83	37299	12/03/21
09005	ICMA - 457 (PLAN 302056)	12/03/21	Payroll Transfer PR-12/03/21	110-2-00-00-210.005 Misc Deductions Payable	6520.41	12020035	12/03/21
14545	ICMA-RC (PLAN 705508)	12/03/21	Payroll Transfer PR-12/03/21	110-2-00-00-210.005 Misc Deductions Payable	1012.47	12020036	12/03/21
23055	ICMA - 401 (PLAN 10904	12/03/21	Payroll Transfer PR-12/03/21	110-2-00-00-210.004 Retirement Payable	778.30	12020037	12/03/21
23015	VT DEPT OF TAXES	12/03/21	Payroll Transfer PR-12/03/21	110-2-00-00-210.003 State Inc Tax W/H	5479.35	12020039	12/03/21
17425	ICMA ROTH PLAN 706287	12/03/21	Payroll Transfer PR-12/03/21	110-2-00-00-210.004 Retirement Payable	25.00	12020390	12/03/21
V1161	ICMA RETIREMENT TRUST-401	12/03/21	Payroll Transfer PR-12/03/21	110-2-00-00-210.004 Retirement Payable	3686.07	12020391	12/03/21
V1160	ICMA RETIREMENT TRUST-457	12/03/21	Payroll Transfer PR-12/03/21	110-2-00-00-210.004 Retirement Payable	1045.12	12020392	12/03/21
05390	FAMILY SUPPORT REGISTRY	12/03/21	Payroll Transfer PR-12/03/21	110-2-00-00-210.010 Judgements Payable	69.23	21120301	12/03/21
21385	HEALTH EQUITY	12/03/21	Payroll Transfer PR-12/03/21	110-2-00-00-210.009 HSA Payable HE	159.50	21120302	12/03/21
20645	IDEMIA IDENTITY & SECURIT	11/18/21	FINGERPRINT MACHINE 142832	121-5-00-00-750.000 Machinery & Equipment	19825.00	37212	12/03/21
05470	VISUAL COMPUTER SOLUTIONS	12/01/21	SaaS Renewal Services 17305	121-1-00-00-120.000 Prepaid Expenses	2463.94	37286	12/03/21
05470	VISUAL COMPUTER SOLUTIONS	12/01/21	SaaS Renewal Services 17305	121-5-00-00-750.000 Machinery & Equipment	1707.56	37286	12/03/21
04940	COMCAST	11/14/21	CJC CABLE/INTERNET 11/21- 0128886 1121	122-5-22-10-410.000 Water and Sewer Charges	138.44	37168	12/03/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
19005	FIRSTLIGHT FIBER	11/15/21	Phone/internet various lo 10331680	122-5-22-10-530.000 Communications	1.11	37193	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/18/21	CJC ELECTRICITY 1121 CJC	122-5-22-10-622.000 Electricity	111.41	37198	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	122-5-22-10-210.000 Group Insurance	45.61	37222	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	122-5-22-10-442.000 Rental Vehicles/Equip	15.20	37237	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	122-5-22-10-210.000 Group Insurance	130.11	37243	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	122-5-22-10-210.000 Group Insurance	25.13	37285	12/03/21
21510	ALL SEASON SIDING	04/14/21	SHP SidingRoofing 1990A	130-5-30-12-750.001 Park Asset Replacement	10833.32	37140	12/03/21
20765	BURLINGTON GLASS CENTER	10/23/21	SHP Window Replacements K0038292	130-5-30-12-750.001 Park Asset Replacement	7075.00	37156	12/03/21
04525	STANTEC CONSULTING SVC IN	08/06/21	Pinecrest Drive path 1818289	130-5-40-10-890.803 CA0436 Pinecrest Path	1695.02	37264	12/03/21
04525	STANTEC CONSULTING SVC IN	11/26/21	Cul-de-sac stormwater ret 1859635	130-5-40-13-890.810 CA0536 Cul-De-Sac Retro	3474.37	37264	12/03/21
07465	BIBENS ACE HARDWARE INC	11/30/21	for winterizing hydrants 837976	151-5-51-20-433.000 R&M Infrastructure	137.70	37150	12/03/21
18000	FERGUSON WATERWORKS #590	11/09/21	hydrant repair kits 1056846	151-5-51-20-433.000 R&M Infrastructure	1623.03	37184	12/03/21
19005	FIRSTLIGHT FIBER	11/15/21	Phone/internet various lo 10331680	151-5-51-30-530.000 Communications	653.90	37193	12/03/21
19005	FIRSTLIGHT FIBER	11/15/21	Phone/internet hgwy compl 10331682	151-5-51-10-530.000 Communications	55.92	37193	12/03/21
04035	GOT THAT RENTAL & SALES I	11/22/21	broom and rake for trk 60 93729	151-5-51-10-611.000 Small Tools and Equipment	114.98	37196	12/03/21
07010	GREEN MOUNTAIN POWER CORP	11/08/21	Power various locations 112821D	151-5-51-30-622.000 Electricity	764.08	37208	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	151-5-51-10-210.000 Group Insurance	383.40	37222	12/03/21
23080	MVP HEALTH CARE INC 43118	11/10/21	Health Premium December 2 120121D TOE	151-5-51-10-210.000 Group Insurance	720.19	37234	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	151-5-51-10-442.000 Rental Vehicles/Equip	12.26	37237	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	151-5-51-10-210.000 Group Insurance	461.52	37243	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	151-5-51-10-210.000 Group Insurance	115.18	37285	12/03/21
27840	MADISON NATIONAL LIFE INS	11/15/21	Town Life and Disability 12012021T	159-5-30-14-210.000 Group Insurance	41.39	37222	12/03/21
06675	NATIONAL BUSINESS TECHNOL	11/23/21	Copier usages 10/18-11/17 IN455410	159-5-30-14-442.000 Rental Vehicles/Equip	217.70	37237	12/03/21
24960	NORTHEAST DELTA DENTAL	11/15/21	December Town Dental 12012021DTOE	159-5-30-14-210.000 Group Insurance	130.11	37243	12/03/21
25375	VISION SERVICE PLAN (CT)-	11/19/21	Town VSP December 2021 813740241	159-5-30-14-210.000 Group Insurance	25.13	37285	12/03/21

Vendor		Invoice Date	Invoice Description / Invoice Number	Account	Amount Paid	Check Number	Check Date
32575	BIANCHI STONE CRAFTERS IN	11/26/21	corner posts 3052	171-2-00-00-200.002 Corner Marker Installer	950.00	37149	12/03/21
27145	VAILLANCOURT TREE SERVICE	11/18/21	Tree removal- MVC 113211	171-5-18-10-431.000 R&M Buildings and Grounds	2000.00	37278	12/03/21
			Report Total		359425.77		

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 $ ***359,425.77
Let this be your order for the payments of these amounts.

_____

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_____

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Memorandum

TO: Evan Teich Unified Manager and the Selectboard
FROM: Dennis E. Lutz, P.E., Public Works Director
Sarah Macy, Finance Director
Greg Duggan, Deputy Town Manager
CC: Ally Vile, Parks and Recreation Director
Tom Yandow, Buildings Manager
Charles Cole, Fire Chief
Karen Lemnah, Assessor
Susan McNamara-Hill, Town Clerk
Owiso Makuku, Community Development Director
Ron Hoague, Chief of Police
Rob Paluba, IT Director
DATE: November 19, 2021
SUBJECT: Status of Current Capital Projects

ISSUE: The issue is whether or not the Selectboard needs further information or desires input into the current status of all Capital Projects funded in FY22 as part of the FY22 to FY26 approved Capital Plan, prior to receipt and review of the FY23 Capital Plan.

DISCUSSION AND COSTS: Attached to this memo is a copy of the approved Capital Budget for FY22 to FY26. All financial balances reflect the amount in accounts as of June 30, 2021 unless noted otherwise. A discussion follows, including both carryover projects from previous years and current year projects.

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BUILDINGS:

1. (Account # 130-5-41-15-730.001) Highway garage area improvements (two-bay highway garage expansion) ($415,615); Capital Funds were budgeted in FY22 in the amount of $8,000.

This account had a balance of $17,293.96 as of June 30, 2021. In FY22, $8,000 was added to this account so the starting FY22 balance is $25,293.96. No work has been done so far this year, but the plan is to remove deteriorated siding at locations on the north side of the building near ground level where the siding has rusted through. Work will be done in the spring.

2. (Account # 130-5-41-11-730.001) Library Renovations repair to front brickwork ($30,000); repair to front brickwork ($30,000); security system updates ($1,500); bathroom hand dryers ($3,000); main floor covering ($15,000); rear walkway canopy ($8,000), added storage space ($45,500). New Capital Funds were obligated in FY22 of $12,000.

A balance of $0 was in this account at the end of FY21. Funds in the amount of $12,000 were added in FY22, bringing the account to a balance of $12,000. Work has and will be done to improve the safety of winter access to the back entrance (handicapped entrance) using both Capital funds and Operating repair funds. In addition, the back door overhang is being 100% replaced due to water intrusion at the wall/roof interface and lack of adequate flashing. It is anticipated that these repairs will utilize the entire FY22 Capital Funds available, with any needed funds to complete the work coming from the Operations Building Repair Fund.

3. (Account # 130-5-41-17-730.001) Memorial Hall Improvements including space for a small food service area. No funds were obligated in FY22.

This account had a balance of $12,781 as of June 30, 2021. Work was done on the exterior trim repair and painting in the amount of $14,040 in FY22. Future work may be needed for an interior wall between the entry corridor and the main areas which is being watched for settlement. The account is in deficit by $1,259.

4. Community Recreation Facility Study (estimated at $30,000). No new Capital Funds were obligated in FY22.

This account had a balance at the end of FY21 of $0. This account was closed out and the funds transferred to help fund a portion of a larger space needs study which included Parks and Recreation, Highway and Fire in both the Town and the Village.

5. (Account # 130-5-41-10-730.001) Energy funds for energy-savings projects at existing buildings, streets and other Town infrastructure including matching grants. A total of $4,000 in new Capital Funds were obligated in FY22.

The balance in the account as of June 30, 2021, was $12,300. With the added $4,000, the new balance at the start of FY22 was $16,300. The FY22 budget has $7,000 transferred from this account to the Fire Department Building for lighting upgrades.

6. (Account # no account number assigned) Historic Water Tower Repairs (Fort Ethan Allen). Capital Funds in the amount of $10,000 were budgeted for expenditure in FY2022.

This account had a balance $64,168.10. With the added funds in FY22, the Town account has a balance of $74,168. A revised cost estimate has been received for needed repairs to the Tower roof and windows estimated at $165,000. The Historical Committee is trying to obtain added grants and new donations to close the gap on the costs needed to do the repairs. They have accumulated $19,820 in funds to support this project. No expenditures are planned from this account unless authorized by the Selectboard.

7. **(Account # 130-5-41-15-730.001) Slate roof repairs at Memorial Hall and Powell Museum**. **No Capital Funds were budgeted in FY22.**

The balance in the account as of June 30, 2020, was $0. Repair work has been completed on the slate roof at Memorial Hall.

8. (Account # 130-5-41-24-730.001) Tree Farm Improvements. Capital Funds in the amount of $20,000 were budgeted for this account in FY22.

The account had a balance of $18,791 as of June 30, 2021. With $20,000 added in FY22, the current balance is $38,791. No work has been done so far this year, but funds will be used for site building repairs (roof) before the end of the fiscal year on the large storage building.

9. Clerk Records Preservation. No funds were authorized in FY22

The Town Clerk receives funds from the State from records filing for preservation. The fund had a balance of $254,811 as of June 30, 2021 and is accounted for in the Town General Fund. The estimated cost to preserve the records was $233,070 in FY20. New quotes should be sought to determine if the work can be done in FY23 within available funds.

10**. (Account #130-5-41-10-730.002) Buildings and Facilities Needs Study. No additional funds were authorized in FY22.**

The study is underway and $28,517 has been spent from the original $40,000 that was allocated in prior years. The first phase report of the study has been submitted to and accepted by the Selectboard and the Trustees. The second phase of the work is on hold pending results of the Town/Village separation issue.

11. (Account# 130-5-41-12-730.001) Fire Department Funds to Replace Aging Infrastructure. New Capital funds in the amount of $15,000 were authorized in FY22.

The account had a balance of $10,785 as of June 30, 2021. In FY22, another $15,000 was allocated from capital tax funds, plus $7,000 transfer from Energy Efficiency Projects, with planned spending of $15,000 for lighting upgrades. The projected FY22 ending balance is $17,785.

HIGHWAYS

GENERAL: The total of all Capital Highway accounts was $574,070 as of June 30, 2021. The balance in the account for road reconstruction in the capital fund was $392,640 as of June 30, 2021. Another $150,000 was added for FY22, bringing the total available for paving at the start of the fiscal year to $542,640.

Capital Highway Projects: (**Account # 130-5-40-10-720.000).** The following road work has been completed so far in FY22.

1. Old Stage Road: A Class 2 paving grant was applied for in the amount of $150,000 but was not funded by VTRANS. Work was done on this road using FY22 Capital funds in the amount of $183,750 without grant aid.

2. Thompson Drive: This road was paved using $74,870 in Capital Funds in FY22.

3. Towers Road Segment: This road was paved using $83,832 in FY22 Capital Funds.

4. Lower Sand Hill Road: This section of the road was paved using $142,400 in FY22 Capital Funds.

With the paving completed to date, the balance for Capital paving is approximately $57,788.

2. (Account # 130-5-40-10-720.002) Gravel Roads Improvements - $10,000 in new Capital funds were obligated in FY22.

The balance in this account as of June 30, 2021, was $54,931 and with the $10,000 added in FY22, the amount available at the start of FY22 was $64,931. So far, this fiscal year, $13,002 has been expended on the gravel roads from this account.

3. Allen Martin Parkway - No Capital Funds were allocated in FY22.

The project is on hold until some future date.

4. VT15/Allen Martin Drive Intersection Analysis - No Capital Funds were set aside in FY22 for this project.

This account had a balance of $87,032 as of June 30, 2021. The funds were accumulated from transportation related impact fees. A scoping study was completed by Resource Systems Group with partial funding from the CCRPC. The scoping report lists a series of incremental improvements over time that can improve the intersection with the ultimate solution being a signalized intersection. The project was put to bid in FY22, and the work has been completed. The project cost was $144,196. The difference or $57,164 was taken from the Operating account under Summer Construction.

5. West Sleepy Hollow Road Paving - Capital Funds set aside from Developer Impact Fees.

This account had a balance of $66,888 as of June 30, 2021. These funds are currently being held for added future funds to extend the limit of current paving. As new development occurs, and more funds become available, additional sections of contiguous road will be paved.

6. West Sleepy Hollow Road Gravel Additions - Capital Funds set aside from Developer Impact Fees.

This account had a balance of $12,585 as of June 30, 2021. The amount of these funds is available to the Town for gravel addition to the road where needed. The Town will work with the West Sleepy Hollow Road Association to coordinate road work and use these funds where appropriate.

7. Susie Wilson Road Corridor - Capital funds set aside from Developer Impact Fees.

This account had a negative balance of $39,112 as of June 30, 2021, due to the improvements made at the two major intersections at Lowes/Pinecrest Drive and Lowes/Joshua Way. Funds will continue to be collected as new development or redevelopment takes place in the corridor.

8. Town Center Traffic Signals - Capital Funds set aside from Developer Impact Fees.

This account had a balance of $164,207 as of June 30, 2021. On the order of $63,170 was expended on Phase 1 prior to the start of FY22 to install radar traffic control and a new Econolite controller at the intersection of Essex Way and the Circ Highway on-off ramps. Work is currently underway to complete the Second Phase of the project, including new control cabinets, new signals and double span wires, added signage, new pedestrian poles, generator transfer switches, new ped pole foundations, and associated traffic control and timing changes at $94,750. In addition, it was decided to add signal pre-emption at the intersections at a cost of $23,000. The estimated net amount remaining in this account for future work will be on the order of $46,460.

12. Woodlands Stub Road - Capital Funds set aside from Developer Impact Fees.

A path was constructed between the Woodlands Development and Pinewood Manor in FY2018 with developer set aside funds. There was $9,849 left in this account as of June 30, 2021. At this time, it is proposed that the remaining funds will remain in this account for any future needed work.

WATERLINES and SEWERS:

In prior years, the status of water and sewer projects was provided both in this report and in the Capital Plan approved by the Selectboard and reported to the public in the annual report. Water and sewer projects are funded through Enterprise Funds and not the General Fund. It is confusing to the public since Enterprise Funds have as their basis user fees and impact fees associated with these utilities. General fund taxes do not support the Enterprise funds.

Therefore, the Enterprise water and sewer projects will no longer be reported in the Town Capital Fund but reported separately as part of the Water Utility Budget and Rates.

HEAVY EQUIPMENT VEHICLES:

1. (Account # 130-5-40-10-750.001) Highway Equipment Vehicles - Expenditures were budgeted at $280,000 in FY22 from the Capital Fund. The Capital Plan added $190,000 in Operating Funds transfer and $30,000 in New Capital Funds from the two cents/Capital Tax.

The Fund showed a negative balance of $140,303 at the end of FY21. This was due to the direct purchase of a 7-CY dump truck (#103) and the unanticipated expenditures in FY21 for a replacement sidewalk plow. Instead of leasing from an external vendor and incurring interest costs, the decision was made by Finance to borrow from within the Capital Fund. With the added funds for FY22, the starting FY22 balance was $79,697.

The Town purchased a new road grader in FY22. It has been delivered and is in use. With the extended 84-month maintenance contract, the cost was $240,344. An earlier purchased sidewalk plow has a lease payment of $32,059 due in FY22. Total expenditures therefore are $272,403. This will leave a negative balance in this account of $192,706 anticipated at the end of FY22.

While borrowing from within the fund is a viable option, in an effort to simplify the process with the departure of the Finance Director and Public Works Director, the recommendation is that the Selectboard use undesignated cash balance funds to make this account solvent going into FY23 and then fund the account at slightly higher amounts (approximately $20,000 per year) from the Operating Fund transfer to keep the Equipment Fund solvent going forward.

2. (Account # 130-5-25-10-750.001) Fire Department Equipment Vehicles - Capital Funds were obligated in the amount of $165,000 for FY22 with $165,000 as a transfer from the Fire Department Equipment Operating Account for vehicles and another $30,000 for Fire Department equipment (130-5-25-10-750.001).

Due to the condition of the existing fire trucks, the Selectboard approved a Fire Department request to replace both Engine 1 and Tanker 1 in FY17. The revised schedule for capital replacement of vehicles continues into FY22. The FY22 transfer is at $165,000 and will gradually increase to $175,000 annually to support the rising cost of trucks. In addition to accumulating funds for future replacements, this account covers the annual cost of debt service on the trucks.

3. (Account # 130-5-30-12-750.002) Parks and Recreation – Capital Park Equipment Plan… No Funding was provided in FY22 for this account from new Capital funds.

The account had a negative balance of $1,542.25 as of June 30, 2021. The amount of $28,000 was identified as a transfer from Operating Funds to the Capital Equipment Account. This would provide a current balance of $26,457.75. No expenditures have been made in FY22.

4. (Account # 130-5-30-13-750.001) Senior Bus - Funded through an Operating Fund Transfer of $4,000 in FY21

The Senior Bus Capital Account had a balance of $63,061 as of June 30, 2020, with another $4,000 in an Operating fund transfer in FY22 bringing the current total available to $67,061. The issue has been whether or not to continue purchasing buses through the Green Mountain Transit. With the increase in ridership over the past three years, maintaining this account at least at the current level is prudent.

5. (Account # 130-5-15-10-751.000) Community Development/Assessor Replacement Vehicle lease - Funded through a Capital Fund obligation in FY21 of $6,000.

The account had a balance of $13,814 as of June 30, 2021**.** With the $6,000 added in FY22 and lease payments of $3,416 annually the FY23 opening balance is anticipated to be $16,398. A Toyota RAV4 was leased on a three-year lease in FY20 to replace a vehicle that was in need of significant repairs. Starting in FY23 this vehicle pool will decrease from two to one and will be receiving only $3,000 operating transfer from the Community Development costing center.

PARK FACILITIES:

1. (Account 130-5-30-12-750.001) Park Asset Replacement Plan - No Capital Funds were obligated in FY21

A Parks Asset Replacement Plan was approved starting in the FY07 Budget. Funding for the plan is from the Capital Budget. As of June 30, 2020, the fund balance in this account was $201,692. In FY21 $20,365 was spent on improvements at Indian Brook Park and at Pinewood Park. So far in FY22, $85,705 has been spent on improvements at Sand Hill Pool building updating the water heaters and building.

2. (Account # 130-5-30-12-740.001) Milfoil Mitigation at Indian Brook…. No Capital Funds were obligated in this account for FY21.

Milfoil mitigation includes the development of an integrated management plan and funding for the implementation of the plan. The sum of $6,500 was expended in FY19 and nothing has been spent since. A permit was requested to mitigate the milfoil in the spring of 2019 but had to be delayed. The cost will be determined by the extent of the treatment. FY22 capital funds of $7,500 were added bringing the balance to $94,303 as of June 30, 2022.

3. (Account # 130-5-30-12-740.001) Indian Brook Dam Repairs…. Capital Funds were obligated in the amount of $10,000 for FY21.

The Capital Fund balance for this account was $121,416 as of June 30, 2021. A no-cost grant was going to be entered into between the Town and the State during FY20 to investigate the condition of the dam but work on the grant was postponed due to COVID. Follow-up is now occurring.

4. Indian Brook General (130-5-30-12-740.001) - No funds were added in FY21

This is an old account with funds left over from a much earlier bond vote. At this time there is no plan to utilize this money. However, it could be used if major dam repairs were needed. The balance as of June 30, 2021, is $41,099.

5. Firearms Signage (130-5-30-12-740.002) - No funds were obligated in FY21

No expenditures have yet been made from this account, however, $5,000 was set aside in FY20 to produce signage relating to the recently approved firearms ordinance.

6. Recreation Impact Fees (130-5-30-10-740.001).

The account had a balance of $182,385 as of June 30, 2021. The following expenditure items were taken from this account in recent years:

Keyless entry at Sand Hill Park
Work on Sand Hill courts
Sand Hill Park basketball court repainting
Work on Pearl Street courts
Work on Pearl Street basketball courts
Co-location of Town-Village office expenses
Pinewood basketball court – updated drainage and surface

7. Cemetery Columbarium.

The account had a balance of $3,033.38 in the account as of June 30, 2021.

PATHS AND WALKS:

1. Vermont Route 15 from the Circ Highway to the Miniature Golf Course - No Capital Funds were obligated in FY21, and no Budget Expenditure was proposed.

This account has $3,000 in residual funds; no action is being taken on this project at this time due to other priorities and the lack of sufficient funds to implement a solution.

2. Towers Road Path/walk from VT Route 128 to Clover Drive - No Capital Funds were obligated in FY22

This project has been completed and closed out. This account has been closed to zero against the general paths account as of June 30, 2021, with a final transfer from the general paths account of $26,324.

3. Pinecrest Drive Sidewalk from Suffolk Lane to Colchester Road (VT2A) - No Capital Funds were obligated in FY22.

This project and related grants were completed in FY21, and the account has been closed to zero against the general paths account as of June 30, 2021.

4. (Account # 130-5-40-10-721.001) VT15 from Athens Drive in the Village to the Circumferential Highway - No Capital Funds are currently programmed for this project.

This project has finished the scoping process with Stantec as the consulting engineer under a UPWP CCRPC project. This project needs VTRANS funding to make it affordable to the community due to its high cost ($1,541,250 as of June 2021).

The plan for this project is to split the project into segments and apply for a pedestrian grant from Athens Drive to the new development road (Orleans Drive) in the Town. The Town requested the grant, but it was not awarded. The local share is estimated at $310,000. There is insufficient current fund balance for the entire local share, but these projects take from 5 to 7 years to complete. There is sufficient time to build the local share of the full project local share cost. There are sufficient funds to utilize for the design phase of the project. Another grant will be submitted in FY22 with local funds programmed for design in FY23. This first section of the path can be funded with available dollars and would complete a usable segment of the walkway.

5. (Account # 130-5-40-10-721.002) VT15 from the east gate of Fort Ethan Allen to West Street in the Village - No Capital Funds are currently programmed for this project.

This project has finished the scoping process with Stantec as the consulting engineer under a UPWP CCRPC project. The Scoping Study has been approved by the Trustees and the Selectboard. The next step is to get the project onto the active

Transportation Improvement Plan (TIP) list at the CCRPC for design, ROW and construction funding.

6. General Paths and Walks - Capital Funds were obligated in the amount of $40,000 in FY21.

The General Path Account had an account balance of $72,913 as of June 30, 2021, with additional capital funds to be added in FY22 of $40,000. This account was used extensively in FY21 to fund the local match for Towers Road Path and the Pinecrest Drive Path. The estimated remaining funds in FY22 will be $112,913. With the changes in busing for the Essex-Westford School District, there will be a need in the future to add sidewalks/paths where none exist today and where students are now required to walk to the Middle and Elementary Schools. This account continues to need to grow so that matching funds are available for future path grants.

7. Saxon Hill Master Plan and/or Trails - No funds were committed to this project in FY21 from the Capital Fund but developer fees in the amount of $3,000 were committed.

The account had a balance of $12,000 as of June 30, 2021. Another $3,000 will be added each year by the developer until sand extraction is complete, for a total of $30,000 over ten years. A Master Plan was completed in FY20 and submitted to the Selectboard. The next step is to develop a Trails inventory and map as well as a long-term maintenance plan.

8. (Account #130-5-40-10-721.003 ADA Compliance - Capital Funds in the amount of $20,000 were obligated in FYE22.

This account had a balance of $20,000 as of June 30, 2021. With the added funds for FY22, the balance as of July 1, 2021, was $40,000. ADA compliant intersection ramps were installed at over 18 locations at a cost of $38,150. Of this amount, $35,550 was taken so far from the Capital ADA account.

STORM WATER

Construction Projects/NPDES Phase 2 Permit Compliance planning needed to meet existing/new State storm water permit requirements and to repair existing storm water systems not included in the Operating Budget. Capital Funds were obligated in the amount of $150,000 for FY22.

The purpose of this account is to have funds available for use on major repair of existing storm water systems and for permit compliance under the NPDES Phase 2 Storm water Permit. There was $$383,130 in the account as of June 30, 2021. With the $150,000 for FY22, the available funds are $533,130.

The following stormwater projects in the Capital Plan have been completed:

1. Sydney Drive (Town): Completed in FY21
2. Gravel Wetland (Village): Completed in FY21
3. Fairview Drive (Village): Completed in FY20
4. Better Roads Grants (Town) (FY20 and FY21): Completed
5. Better Roads Grants (Village) (FY20 and FY21): Completed
6. Phosphorus Control Plan (Village and Town): Completed in FY21
7. Juniper Ridge Project (Village): Completed in FY20
8. TV inspection of Village storm lines Phase 1: Completed in FY21
9. TV inspection of Town storm lines Phase 1: Completed in FY21
10. Grants in Aid (Town) (FY20 and FY21): Completed

There are a few remaining grants that are still open and need to be funded. A list of the current grants and the estimated local required share follows:

Grant	**Estimated Local Share**
LDS Site (Town)	$655,560
Cul-de-sac Retrofit (Village and Town)	$161,218
Grants-in Aid (Town)	$9,100
Grants-in Aid (Village)	$1,125
Better Roads (Town)	$2,000
Better Roads (Village)	$4,750
TV inspection of Village storm lines Phase 2	$10,000
TV inspection of Town storm lines Phase 2	$10,000
Estimated Total	**$853,753**

With the number of supplemental project grants obtained during FY20 and FY21, the local share required to complete the current backlog of projects has been reduced. Two of the larger projects have yet to be bid but it is anticipated that with another $150,000 in FY23, the fund will be able to support all the projects needing local share as noted in the above list.

A list of potential projects needed to meet the requirements for Phosphorus removal has an associated cost estimate of over $5 million for the Town and in excess of $1 million for the Village. **There needs to be more funds added going forward or an alternate source of funding provided. No large grants can be applied for at this time due to the limitations on funding as well as resolution of the separation issue.**

At this time, because the State's effort to rapidly move qualified projects forward, grant money is more accessible than it is likely to be in a few years. The onus of the financial burden to remove phosphorus will be on the municipal sector in Chittenden County. Projects will have to be completed to remove phosphorus with or without grants. With grants, the financial burden on local taxpayers is less. With the grants already received, there has been a savings to local taxpayers of over $2 million dollars. To continue this cost–saving, more funds will be needed.

There are a number of ways to do this including: 1) adding on to the capital tax and dedicating the additional funds to storm-water, 2) voting a storm-water bond or 3) increasing the capital contribution to storm-water by decreasing other capital fund line items or 4) adding a local sales tax or 5) possibly some combination of all. Although a joint stormwater utility may be an option for consideration, the high cost differential between phosphorous removal in the Town and the Village may negate the potential for this to occur if separation happens.

INFORMATION MANAGEMENT

(Account # 130-5-14-10-750.001) IT Equipment Replacement and Upgrade….No Capital Funds were budgeted for this account in FY21 but $4,000 was transferred into this account.

A long-term plan for updating and replacing IT equipment has been developed. The balance in the account as of June 30, 2021, was $17,524. A total of $4,646 was spent in FY21. This account will grow by $15,000 in capital funds and $4,000 in operating transfer to a projected balance of $36,524 with spending plans in FY22 to upgrade the AV in the meeting rooms.

NATURAL RESOURCES MANAGEMENT (FORMERLY CONSERVATION)

(Account # 130-5-16-10-740.001) Set-aside for Natural Resources Management (Conservation) - Capital Funds were budgeted for this account in FY22 in the amount of $12,000.

The balance in this account as of June 30, 2021, was $44,420. With the added $12,000, the balance starting the year was $56,420. A list of ash trees to be removed has been developed by Community Development. The plan is to remove and/or save the identified trees either early this winter or early in the spring and replant other varieties as needed at these locations in the spring.

RECOMMENDATION: It is recommended that the Selectboard review and provide input on this status report. A proposed Capital Plan for FY22 to FY26 will be presented to the Selectboard in early January of 2021.

Town of Essex Proposed Capital Budget FY22									
		FY 21	FY 22						
PROJECT NAME	TOTAL PROJECT COST	FY21 BALANCE (6/30/21 estimated)	FY22 Additions (CAPITAL TAX, budgeted)	FY22 Additions (Operating or Capital Equip Transfer, budgeted)	FY22 Additions (Grants / Developer Funds, budgeted)	FY22 Additions (Transfer between projects, budgeted)	ESTIMATED SPEND FY22	FY22 BALANCE (6/30/22 estimated)
Highway Garage Area Improvements	$ 415,615	$ 22,753	$ 8,000				$ 10,000	$ 20,753
Library deferred maintenance & expansion	$ 117,000	$ 1,623	$ 12,000				$ 8,000	$ 5,623
Memorial Hall	$ 377,000	$ 12,781	$ -					$ 12,781
Community Recreation Facility	$ 30,000	$ -	$ -					$ -
Energy-saving projects	$ 32,121	$ 13,876	$ 4,000			$ (7,000)		$ 10,876
Historic Water Tower	$ 229,000	$ 64,168	$ 10,000					$ 74,168
Slate Roof Repairs	$ 105,000	$ -	$ -					$ -
Tree Farm Improvements	$ 185,000	$ 3,526	$ 20,000				$ 11,000	$ 12,526
Clerk Records Preservation	$ 233,070	$ -	$ -					$ -
Building Facilities Needs	$ 40,000	$ 16,068	$ -					$ 16,068
Fire Department Building	$ -	$ (0)	$ 15,000			$ 7,000	$ 15,000	$ 7,000
SUBTOTAL BUILDINGS	***$ 1,763,806***	***$ 134,795***	***$ 69,000***	***$ -***	***$ -***	***$ -***	***$ 44,000***	***$ 159,795***
Road Reconstruction	$ 1,439,940	$ 70,876	$ 150,000		$ 150,000	$ 1,349	$ 280,000	$ 92,225
Gravel Roads Improvements	$ 237,000	$ 46,351	$ 10,000				$ 20,000	$ 36,351
DESIGNATED FUNDS - VT15/Allen Martin Drive	$ 1,500,000	$ 31,176	$ -					$ 31,176
DESIGNATED FUNDS - West Sleepy Hollow Rd - Paving		$ 67,087	$ -					$ 67,087
DESIGNATED FUNDS - West Sleepy Hollow Rd - Gravel		$ 12,585	$ -				$ 3,000	$ 9,585
DESIGNATED FUNDS - Susie Willson Corridor		$ (41,850)	$ -			$ 41,850		$ 0
DESIGNATED FUNDS - Town Center Traffic Improvements		$ 128,944	$ -				$ 75,000	$ 53,944
DESIGNATED FUNDS - Town Center Common		$ 52,861	$ -					$ 52,861
DESIGNATED FUNDS - Woodlands II Stub Road		$ 1,349	$ -			$ (1,349)		$ 0
SUBTOTAL HIGHWAYS	***$ 3,176,940***	***$ 369,380***	***$ 160,000***	***$ -***	***$ 150,000***	***$ 41,850***	***$ 378,000***	***$ 343,230***
Highway Equipment, Vehicles	$ 2,796,437	$ (15,779)	$ 30,000	$ 190,000			$ 190,512	$ 13,709
Fire Department, Vehicles	$ 1,897,586	$ 281,963	$ -	$ 165,000			$ 210,844	$ 236,119
Fire Dept, Equipment		$ 50,727	$ -	$ 30,000				$ 80,727
Police Dept, Equipment		$ (24,297)	$ 25,080	$ 10,000			$ 15,000	$ (4,217)
Capital Park Equipment, Vehicles	$ 127,870	$ (1,542)	$ -	$ 28,000				$ 26,458
Senior Vans		$ 71,679	$ -	$ 4,000				$ 75,679
Administrative Pool Vehicle Replacement	$ 22,000	$ 13,814	$ -	$ 6,000				$ 19,814
SUBTOTAL EQUIPMENT	***$ 4,843,893***	***$ 376,564***	***$ 55,080***	***$ 433,000***	***$ -***	***$ -***	***$ 416,356***	***$ 448,288***
Park Asset Replacement Plan	$ 263,729	$ 115,342	$ -				$ 36,000	$ 79,342
Milfoil Mitigation at Indian Brook	TBD	$ 86,803	$ 7,500					$ 94,303
Indian Brook Dam Repairs	$ 205,000	$ 121,416	$ 10,000					$ 131,416
Indian Brook		$ 41,099	$ -				$ 10,000	$ 31,099
Firearms Signage		$ 5,000	$ -					$ 5,000
Rec Impact Fees		$ 124,019	$ -					$ 124,019
Cemetery Columbarium		$ 3,033	$ -					$ 3,033
DESIGNATED FUNDS - Woodlands Park/Path		$ 7,043	$ -					$ 7,043
SUBTOTAL PARK FACILITIES	***$ 468,729***	***$ 503,756***	***$ 17,500***	***$ -***	***$ -***	***$ -***	***$ 46,000***	***$ 475,256***
VT RT 15 from Circ to Mini-Golf Course (also called Route 15/McDonals)	$ 22,800	$ 3,000	$ -					$ 3,000
Towers Rd Path/Walk from VT128	$ 216,000	$ 23,888	$ -					$ 23,888
Pinecrest Dr Sidewalk from Suffold Ln to Colchester Rd (VT Rte 2A)	$ 357,770	$ (17,156)	$ -					$ (17,156)
VT15 from Athens Dr to the Circ	$ 63,125	$ 492	$ -			$ 15,000	$ 15,000	$ 492
VT15 from the East Gate of Fort Ethan Allen to West Street	$ 36,000	$ 327	$ -					$ 327

Town of Essex Proposed Capital Budget FY22

PROJECT NAME	TOTAL PROJECT COST	FY 21 FY21 BALANCE (6/30/21 estimated)	FY 22 FY22 Additions (CAPITAL TAX, budgeted)	FY22 Additions (Operating or Capital Equip Transfer, budgeted)	FY22 Additions (Grants / Developer Funds, budgeted)	FY22 Additions (Transfer between projects, budgeted)	ESTIMATED SPEND FY22	FY22 BALANCE (6/30/22 estimated)
ADA Compliance		$ -	$ 20,000					$ 20,000
General Paths, Walks and Trails	TBD	$ 168,536	$ 40,000			$ (15,000)		$ 193,536
DESIGNATED FUNDS - Saxon Hill Master Plan and/or Trails	TBD	$ 12,000	$ -					$ 12,000
SW Road to Pearl St. Park	TBD	$ -	$ -					$ -
SUBTOTAL PATHS/WALKS/TRAILS	***$ 695,695***	***$ 191,088***	***$ 60,000***	***$ -***	***$ -***	***$ -***	***$ 15,000***	***$ 236,088***
Stormwater construction projects	$ 600,654	$ 454,611	$ 150,000			$ (23,250)		$ 581,361
Sydney Drive Storm Pond Conversion		$ 60,989	$ -					$ 60,989
Village Gravel Wetland	$ 35,614	$ 35,547	$ -					$ 35,547
Village Fairview Drive - will finish in FY20	$ 133,069	$ (679)	$ -					$ (679)
LDS Storm Pond Conversion	$ 1,346,185	$ 10,606	$ -		$ 48,000	$ 12,000	$ 60,000	$ 10,606
Town TAP Cul-de-sacs	$ 338,925	$ 834	$ -		$ 20,000	$ 5,000	$ 25,000	$ 834
Village Env. Mitigation Grant (phos)	$ 50,000	$ 17,520	$ -					$ 17,520
Town Better Roads 2019 Grant - done in FY20	$ 1,600	$ 1,920	$ -					$ 1,920
Village Better Roads 2019 Grant - done in FY20	$ 3,785	$ 3,785	$ -					$ 3,785
Town Grants in Aid 2019	$ 37,922	$ 1,541	$ -					$ 1,541
Town Grants in Aid 2021			$ -		$ 31,250	$ 6,250	$ 37,500	$ -
CCRPC UPWP Planning Grant	$ 36,086	$ 5,117	$ -					$ 5,117
2020 UPWP Storm Line Inspection	$ 120,000	$ 12,000	$ -					$ 12,000
2020 UPWP Storm Line Inspection Village	$ 24,000	$ 12,000	$ -					$ 12,000
Town Better Roads 2020 Grant	$ 22,160	$ -	$ -					$ -
SUBTOTAL STORMWATER	***$ 2,750,000***	***$ 615,793***	***$ 150,000***	***$ -***	***$ 99,250***	***$ -***	***$ 122,500***	***$ 742,543***
Equipment Replacement, Digital Records Management	$ 125,000	$ 7,170	$ 15,000	$ 4,000			$ 40,000	$ (13,830)
Finance/HR Software Upgrades	$ 15,000	$ -	$ -					$ -
SUBTOTAL INFORMATION MANAGEMENT	***$ 125,000***	***$ 7,170***	***$ 15,000***	***$ 4,000***	***$ -***	***$ -***	***$ 40,000***	***$ (13,830)***
Natural Resources Management	$ 100,000	$ 36,187	$ 12,000				$ 18,000	$ 30,187
SUBTOTAL NATURAL RESOURCES MANAGEMENT	***$ 100,000***	***$ 36,187***	***$ 12,000***	***$ -***	***$ -***	***$ -***	***$ 18,000***	***$ 30,187***
Undesignated	$ -	$ 248,116	$ -			$ (41,850)		$ 206,266
Undesignated	***$ -***	***$ 248,116***	***$ -***	***$ -***	***$ -***	***$ (41,850)***	***$ -***	***$ 206,266***
TOTAL GOVERNMENTAL ACTIVITIES	***$ 13,924,063***	***$ 2,482,847***	***$ 538,580***	***$ 437,000***	***$ 249,250***	***$ -***	***$ 1,079,856***	***$ 2,627,821***
Water/Sewer Capital Reserve Fund	$ 190,000	$ 819,557				$ (404,108)		$ 415,449
Pinecrest Drive to Village Route 2A	$ 190,000	$ -						$ -
VT15/Sandhill Rd Intersection Water Line Replacement	$ 250,000	$ -				$ 235,000	$ 235,000	$ -
Douglas to Willoughby	$ 242,000	$ -						$ -
Sand Hill Road waterline size increase	$ 258,000	$ (3,500)						$ (3,500)
Birchwood/Oakwood Waterline Loop	$ 350,000	$ -						$ -
VT15 CWD Waterline Project (FKA Town Center Waterline)	$ 1,900,000	$ (4,108)				$ 44,108	$ 40,000	$ (0)
SUBTOTAL WATER	***$ 3,380,000***	***$ 811,949***	***$ -***	***$ -***	***$ -***	***$ (125,000)***	***$ 275,000***	***$ 411,949***
West Side Sewers (Pinecrest/SW/Painesville)	$ 1,422,000	$ -						$ -
Cemetery Road	$ 84,500	$ -						$ -
Lang Farm Pump Station Site	$ 1,000,000	$ -				$ 75,000	$ 75,000	$ -
Village Town Pump Stations NEW	$ 70,000	$ 22,000						$ 22,000
Sewer Pump Station Upgrades (SCADA)	$ 70,000	$ -						$ -
Sewer Pump Station Upgrades (relocate controls)	$ 400,000	$ 5,582				$ 50,000	$ 50,000	$ 5,582
SUBTOTAL SEWER	***$ 3,046,500***	***$ 27,582***	***$ -***	***$ -***	***$ -***	***$ 125,000***	***$ 125,000***	***$ 27,582***
TOTAL WATER AND SEWER	***$ 6,426,500***	***$ 839,531***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 400,000***	***$ 439,531***
GRAND TOTAL	***$ 20,350,563***	***$ 3,322,378***	***$ 538,580***	***$ 437,000***	***$ 249,250***	***$ -***	***$ 1,479,856***	***$ 3,067,352***

MEETING SCHEDULES 12/06/2021

TOWN SELECTBOARD MEETINGS	VILLAGE TRUSTEES MEETINGS	JOINT MEETINGS

Meeting Date/Time	Meeting/Location	Recording Secretary
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	