

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN TOWN OF
ESSEX AND VILLAGE OF ESSEX JUNCTION

This Amendment to Memorandum of Understanding is entered into this __ day of April 2012, by and between the Town of Essex ("Town") and Village of Essex Junction ("Village").

WITNESSETH:

WHEREAS, the parties entered into a Memorandum of Understanding ("MOU") in August 2011, pursuant to which the Town agreed to make a total contribution not to exceed \$200,000, or annual contributions not to exceed \$50,000 per year over four (4) years, towards the Village's purchase of a 100' aerial fire truck; and

WHEREAS, at Town Meeting in March 2012, the Town electorate voted to increase the Town's contribution amount in FYE2013 by \$50,000 (to \$100,000 total), an amount that exceeds the limitations established in the MOU; and

WHEREAS, the parties desire to amend the MOU to reflect the vote of the electorate and to include a provision to address any future votes proposing to increase the Town's contribution.

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

1. Section III.a.ii. of the MOU is amended to read as follows:
 - ii. "The total funding contribution by the Town for the aerial truck will not exceed \$250,000, nor will annual payments exceed \$50,000 in any fiscal year, with the exception of FYE2013, which will not exceed \$100,000."
2. A new Section III.a.iv. is added to the MOU to read as follows:
 - iv. "Notwithstanding subsection a.ii. above, in the event a majority of voters in attendance at Town Meeting vote in the affirmative to increase the Town's contribution in any given fiscal year during the four-year payment period, the Selectboard may comply and increase the contribution without needing to further amend the MOU by increasing the annual and maximum contributions accordingly. In such event, a copy of the respective motions from Town Meeting

and the following Selectboard action shall be attached as a separately labeled appendix or appendices to this MOU.”

3. Section III.b.i. of the MOU is amended to read as follows:
 - i. “During the four year payment period, the Town and Village agree to form a major fire capital equipment committee to review the current methods in which major fire capital equipment is replaced or introduced.”
4. Except as hereinabove set forth, the terms and conditions of the MOU dated August 2011, shall remain the same and in full force and effect.

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

For the Town of Essex Selectboard

For the Village of Essex Junction Board of Trustees

Linda K. Myers, Chair

George Tyler, President

Max Levy, Vice Chair

Dan Kerin, Vice President

Irene Wrenner, Clerk

Elaine Sopchak

David Rogerson

Lori Houghton

Brad Luck

Andrew Brown

Patrick Scheidel, Town Manager

David Crawford, Village Manager

Dated: April __, 2012.

Dated: April __, 2012.