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SEP 10 2010
Village of Essex Junction

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September 10, 2010

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

RE: Recreation Department

Dear Village Trustees:

You have asked me to consolidate the opinions I have formulated over the years 1) to address current concerns regarding the status of the recreation agreement, 2) to clarify the likely effects of the agreement's not being renewed and 3) to spell out some options to pursue to resolve these issues if the parties cannot agree.

1. Right now, the Prudential Committee (PC) is running the Village's Recreation Department pursuant to an agreement of the parties which has been in effect since 1970, which has more recently been put in writing and which is set to expire next year. By that agreement, the PC has the right to use Village land for the purpose of administering and operating the Village's Recreation Department. The land is owned by the Village; the buildings are owned by the PC. The debt incurred to construct the buildings is the PC's. The parties have operated over the years in such a way that it was reasonable to believe that the relationship would continue in this way for many years to come. Based on that understanding, the PC obtained bonding for the buildings.

   There has been no actual transfer of the Village's Recreation Department. No Charter changes were ever effected or even pursued. The Village has simply contracted with the PC to operate the Village's Recreation Department. The PC has permission to use Village land for this purpose. Just as with any other party with whom the Village contracts to provide a service, the Village has the right and responsibility to ensure that

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