



**TRUSTEES SPECIAL MEETING**  
**TUESDAY, FEBRUARY 16, 2016 AT 7:00 PM**  
**ESSEX JUNCTION RECREATION AND PARKS DEPT.**  
**75 MAPLE STREET, ESSEX JUNCTION, VT 05452**

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG** [7:00 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **COMMENTS FROM PUBLIC ON ITEMS NOT ON AGENDA**
4. **JOINT MEETING WITH ESSEX SELECTBOARD AND PRUDENTIAL COMMITTEE**
  - a. Discuss Next Steps for Recreation Departments – George Tyler
5. **ADJOURN**

*Meetings of the Trustees are accessible to people with disabilities. For information on accessibility or this agenda, call the Village Manager's office at 878-6944.*

## MEMORANDUM OF AGREEMENT

The Village of Essex Junction ("Village") and the Essex Junction Incorporated School District ("District") have reached the following agreement to resolve pending litigation and provide a basis to assure the long-term success and excellence of recreation programs in Essex Junction. This Agreement amends the original Memorandum of Agreement executed by the parties on March 24, 2011 and has the following terms:

1. Pursuant to 31 V.S.A. §203, the Village delegates to the District the conduct of the recreation program in the Village of Essex Junction. This delegation does not affect or diminish any other powers the District has under law (including its charter) to operate its own recreation programs.
2. No later than June 1, 2011, the District and the Village shall enter a written lease agreement allowing the District to use Maple Street Park, Cascade Park and Stevens Park for recreation purposes during the term of this Agreement. The lease shall provide that the District shall defend, indemnify and hold the Village harmless from all claims, suits, actions, damages and expenses in connection with loss of life, bodily or personal injury or property damage arising from any occurrence which is the result of any negligence on the part of any Parks and Recreation employees or their agents. The Lease shall also provide that as long as the District is operating, maintaining, and administering Parks and Recreation, it shall maintain a combined single limit insurance policy of one million (\$1,000,000) dollars aggregate for general liability and property damage and name the Village of Essex Junction as an additional insured. Annually, the District shall provide a certificate from the insuring company indicating that such policy has been issued and is in force and that said insurance company agrees to notify the Village Manager at least ten (10) days prior to the date of termination of or change in said policy for the maintenance of insurance. There shall be no payment for use of the parks pursuant to the abovementioned lease. Provided, however, that beginning in Fiscal Year 2013, the District shall reimburse the Village for \$500 annual payment for land leased from IBM that is used for recreation. The Village and District will cooperate in the negotiation of any extension of the IBM lease.
3. At least once a year, the District and the Village shall hold a joint public meeting to address any issues of common interest. The District and the Village will work together to assure effective communication on all issues of common interest. The District and the Village shall discuss any issues related to any potential merger of the Town and the Village, or the District and other school districts. A meeting shall be held on the first Wednesday of March, or such other dates as would be established by agreement of the Village and the District.
4. The Recreation Advisory Council shall be changed as follows: A) There shall be two new voting members added immediately; one must be a member of the Prudential Committee, and the other must be a member of the Village's Board. B) The terms of the six adult members shall be filled by members of the public and staggered, so two expire in one year, two expire in two years, and two expire in three years. Upon expiration of these terms, their successors shall each have three year terms. The Village and the District shall each appoint one member in years one, two and three, none of whom shall be members of the Parties' respective governing boards. There shall also be a youth

member, appointed by the District, who shall serve a one-year term. C) The Recreation Advisory Council shall communicate directly to the Village Board and the Prudential Committee on issues of interest to the Board and the Prudential Committee through their ex officio members and in advance of the annual meeting discussed in paragraph three.

5. This Agreement will commence on July 1, 2011, and shall have an initial term of three years (ending on June 30, 2014). The initial term will be extended for an additional one year on each July 1 thereafter, unless prior to that date, a party has provided a written notice of renegotiation. Upon delivery of such notice, the contract will stay in force for its remaining two years, and shall expire if there is no written agreement on its renegotiation. The intent of this provision is to provide the stability of a rolling three-year agreement, but also provide the parties with a two-year window to renegotiate before the expiration of an agreement. This Agreement may not be assigned by either party without the written consent of the other.

6. By March 31, 2011, the Parties shall file a stipulation of dismissal of the pending lawsuit and counterclaim with prejudice. Each side shall bear its own costs and attorney's fees.

7. This Agreement is the successor to written Agreements between the Village and District that were dated February 12, 2001 (and later extended through June 30, 2010) and March 15, 2010, which extended to June 30, 2011.

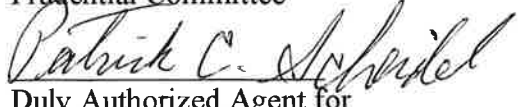
8. Agreed Upon Public Statement.

The Village of Essex Junction Board of Trustees and the Essex Junction Prudential Committee are pleased to announce that they have reached an agreement to settle their lawsuit. The agreement dismisses the pending lawsuit and describes how the Board and Prudential Committee will work together in the future to address their shared interest in continuing the successful recreation program.

The agreement has an initial term of three years with annual one-year extensions. If the Board and the Prudential Committee want to renegotiate terms in the future, there will be at least two years for negotiations before the agreement expires. The Agreement provides for at least one meeting a year between the Board and the Prudential Committee. It also ensures active participation by both the Board and the Prudential Committee in the Recreation Advisory Council. As part of the agreement, the Board and Prudential Committee have also agreed to sign a lease for the Maple Street, Cascade and Stevens parks.

Dated at Essex Junction, Vermont, this 9<sup>th</sup> day of Dec, 2013.

  
Duly Authorized Agent for  
Prudential Committee

  
Duly Authorized Agent for  
Village of Essex Junction

## Memo

To: Prudential Committee, Village of Essex Junction Trustees, & Town of Essex Selectboard

From: Brad Luck, Director, Essex Junction Recreation & Parks

Date: February 10, 2016

Re: Forming a Joint Municipal Survey Committee to Study Recreation

### Background

Based on previous discussions of the Prudential Committee, the Village of Essex Junction Trustees, and the Town of Essex Selectboard, there appears to be an interest in forming a community committee to study the future delivery of recreational services in the Village of Essex Junction and Town of Essex.

Since one of the potential outcomes of the study could be the formation of a union municipal district (a separate municipality that provides recreational services to the two communities), it is advisable that the boards follow the Vermont statutes, which outline how a union municipal district is formed – even if this is not selected as the best path forward. If a union municipal district is selected, then the groundwork will have followed statute and will be able to proceed as such.

Vermont statutes dictate that forming a union municipal district is for two or more municipalities. The Prudential Committee is an incorporated school district – which is considered a municipality. So, in theory, all three municipalities could form a union municipal district. However, since A) both the Prudential Committee and Village Trustees represent the same community, and B) the Prudential Committee will in all likelihood dissolve some time in the future based on the successful vote to form the Essex Westford Educational Community Unified Union School District, it is recommended that the Trustees and Selectboard are the two entities to formally engage in the joint survey committee. The Prudential Committee can be included in the committee's membership as representatives of the Village of Essex Junction. If a recommendation is reached by the joint municipal study committee that suggests the relinquishment of oversight or dissolution of Essex Junction Recreation & Parks, ultimately the Prudential Committee will need to vote to endorse that recommendation.

Relevant Statutes

**Title 01 : General Provisions**

**Chapter 003 : Construction Of Statutes**

**Subchapter 002 : Definition Of Terms**

**§ 126. Municipality**

"Municipality" shall include a city, town, town school district, incorporated school or fire district or incorporated village and all other governmental incorporated units.

**Title 24 : Municipal And County Government**

**Chapter 121 : Intermunicipal Cooperation And Services**

**Subchapter 002 : Joint Survey Committees**

**§ 4831. Creation of committee**

The legislative branch of any two or more municipalities may by agreement create a joint municipal survey committee to plan for the strengthening of local governments and to promote plans for more efficient and economical operation of local government services within or by the participating municipalities.

**§ 4832. Powers and duties**

The committee shall have the following powers for any of the purposes authorized by charter or general statute:

(1) To make surveys and studies and conduct research programs to enable municipalities to make the most efficient use of their powers by cooperation with other municipalities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of municipalities.

(2) To provide for the distribution of information resulting from such surveys, studies and programs.

(3) To consult and cooperate with appropriate state, municipal and public or private agencies in matters affecting municipal government.

(4) To employ persons and adopt rules, regulations and by-laws as are necessary and proper to effectuate the purposes of this chapter. (Added 1969, No. 197 (Adj. Sess.), § 1.)

**§ 4833. Officers**

The members of a joint municipal survey committee shall consist of an equal number of representatives from each municipality designated by the legislative branch. Members of the legislative branch of a municipality may serve as members of the committee. The committee shall elect from its own number a chair and secretary and other necessary officers to serve for such period as the members shall decide. (Added 1969, No. 197 (Adj. Sess.), § 1; amended 2003, No. 122 (Adj. Sess.), § 85g.)

### Recommendation (Trustees and Selectboard)

It is recommended that the Village of Essex Junction (via the Village of Essex Junction Trustees) and the Town of Essex (via the Town of Essex Selectboard) municipalities agree to create a joint municipal survey committee to plan for the strengthening of local governments and to promote plans for more efficient and economical operation of local government services – specifically related to establishing, maintaining, and conducting a system of public recreation.

The committee shall have the following powers for any of the purposes authorized by charter or general statute:

(1) To make surveys and studies and conduct research programs to enable municipalities to make the most efficient use of their powers by cooperation with other municipalities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of municipalities.

(2) To provide for the distribution of information resulting from such surveys, studies and programs.

(3) To consult and cooperate with appropriate state, municipal and public or private agencies in matters affecting municipal government.

(4) To employ persons and adopt rules, regulations and by-laws as are necessary and proper to effectuate the purposes of this chapter.

The members of the joint municipal survey committee shall consist of \_\_\_ representatives from each municipality. Membership shall include \_\_\_ members of the Village of Essex Junction Trustees, \_\_\_ members of the Town of Essex Selectboard, \_\_\_ members of the Prudential Committee, and \_\_\_ members to be selected at large from the community. The at large positions will be advertised and interested members will be forwarded to the appointed representatives to select the final make-up of the committee.

### Recommendation (Prudential Committee)

In light of the anticipated formation of the Essex Westford Educational Community Unified Union School District, the Prudential Committee supports an examination of the future delivery of recreational services in Essex Junction through a joint municipal survey committee between the Village of Essex Junction and Town of Essex. The Prudential Committee supports having Michael Smith and Jason Dirosa serve on this committee as representatives.

Decision about the future of recreational services in the Village and Town

A. Continue to serve the Village and Town separately

B. Consolidate to one department

EJRP

EPR under the Town municipality

1. Under the Town municipality

1. Under the Village municipality

3. Continues to serve the Town (including the Village)

2. Through an interlocal contract

2. Through a non-profit corporation

4. Serves only the Town outside the Village

3. Under a union municipal district

4. Under the EWEC Unified Union School District

5. Through a non-profit corporation