



VILLAGE OF ESSEX JUNCTION TRUSTEES
TOWN OF ESSEX SELECTBOARD
SPECIAL MEETING AGENDA

Online and 81 Main Street
Essex Junction, VT 05452
Monday, July 19, 2021
6:30 PM

E-mail: manager@essexjunction.org

www.essexjunction.org

Phone: (802) 878-6951

This meeting will be held both remotely and in person. Available options to watch or join the meeting:

- WATCH: the meeting will be live-streamed on Town Meeting TV.
JOIN ONLINE: Join Microsoft Teams Meeting. Depending on your browser, you may need to call in for audio (below).
JOIN CALLING: Join via conference call (audio only): (802) 377-3784 | Conference ID: 672 921 03#
PROVIDE FULL NAME: For minutes, please provide your full name whenever prompted.
CHAT DURING MEETING: Please use "Chat" to request to speak, only. Please do not use for comments.
RAISE YOUR HAND: Click on the hand in Teams to speak or use the "Chat" feature to request to speak.
MUTE YOUR MIC/TURN OFF VIDEO: When not speaking, please mute your microphone on your computer/phone.

- CALL TO ORDER [6:30 PM]
PLEDGE OF ALLEGIANCE
AGENDA ADDITIONS/CHANGES
APPROVE AGENDA
PUBLIC TO BE HEARD
a. Comments from Public on Items Not on Agenda
BUSINESS ITEMS
a. Consider approval of joint resolution in support of Essex Westford School District's Equity Policy
b. \*Discuss Village of Essex Junction independence initiative to separate from Town of Essex
c. Possible action on whether or not to hold a joint board meeting on July 26
d. \*\*Discuss evaluation of public official
CONSENT ITEMS
a. Consider approval of Unified Manager to reappoint Village Treasurer/Tax Collector, Clerk, and Fire Chief - Trustees only
b. Consider termination of temporary COVID-19 Emergency Leave policy
READING FILE
a. Board member comments
b. Memo from Greg Duggan re: Update on public forums and Town of Essex planning in response to Village of Essex Junction's separation/independence initiative
c. Upcoming meeting schedule
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 may be needed to discuss the evaluation of a public official
ADJOURN

Members of the public are encouraged to speak during the Public to Be Heard agenda item, during a Public Hearing, or, when recognized by the Chair or President, during consideration of a specific agenda item. The public will not be permitted to participate when a motion is being discussed except when specifically requested by the Chair or President. This agenda is available in alternative formats upon request. Meetings, like all programs and activities of the Village of Essex Junction and the Town of Essex, are accessible to people with disabilities. For information on accessibility or this agenda, call the Unified Manager's office at 878-1341 TTY: 7-1-1 or (800) 253-0191.

Certification: 7/16/2021

[Signature]



Town of Essex  
Vermont

**JOINT RESOLUTION IN SUPPORT OF THE ESSEX WESTFORD SCHOOL DISTRICT  
EQUITY POLICY**

**Whereas,** The Essex Westford School District (EWSD) recently worked with the school district and community to develop a policy to create equity in EWSD; and

**Whereas,** EWSD adopted an Equity Policy (C29) on June 15<sup>th</sup>, 2021; and

**Whereas,** the Town of Essex and Village of Essex Junction have committed to being a community that embraces equity and is more welcoming to all people; and

**Whereas,** the Town of Essex and Village of Essex Junction partner with EWSD to better serve the community;

**Now, therefore, be it resolved, that** the Essex Junction Board of Trustees and Town of Essex Selectboard fully support the Essex Westford School District Equity Policy that was adopted on June 15<sup>th</sup>, 2021.

Adopted this 19th day of July 2021 by the Essex Selectboard and Essex Junction Board of Trustees.

**Town of Essex Selectboard**

**Village of Essex Junction Board of Trustees**

\_\_\_\_\_  
Andrew J. Watts, Chair

\_\_\_\_\_  
Andrew Brown, President

\_\_\_\_\_  
Patrick Murray, Vice Chair

\_\_\_\_\_  
Raj Chawla, Vice President

\_\_\_\_\_  
Tracey Delphia, Clerk

\_\_\_\_\_  
Dan Kerin

\_\_\_\_\_  
Vince Franco

\_\_\_\_\_  
Amber Thibeault

\_\_\_\_\_  
Dawn Hill-Fleury

\_\_\_\_\_  
George Tyler

**Memorandum**

**To:** Board of Trustees; Selectboard; Evan Teich, Unified Manager  
**Cc:** Marguerite Ladd, Assistant Manager; Brad Luck, Essex Junction Recreation & Parks Director  
**From:** Greg Duggan, Deputy Manager  
**Re:** Contract proposals from the Trustees to the Selectboard  
**Date:** July 15, 2021

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**Issue**

The issue is for the Trustees and Selectboard to review and discuss contract proposals from the Trustees to the Selectboard, to be between the Town of Essex and an independent City of Essex Junction.

**Discussion**

As the Village of Essex Junction Board of Trustees and Town of Essex Selectboard plan for the Village's separation/independence initiative, the Trustees have provided the attached list of contract proposals for discussion with the Selectboard.

**Cost**

None to discuss. Actual costs of contracts are not yet known.

**Recommendation**

This memo is informational.

If the boards wish to discuss the contracts in executive session, either together or separately, the following motions are recommended:

Motion 1

"I move that the Trustees/Selectboard make the specific finding that premature general public knowledge of the Village's/Town's position concerning the proposed contract discussion would place the Village/Town at a substantial disadvantage."

Motion 2

"I move that the Trustees/Selectboard enter into executive session to discuss potential contracts pursuant to 1 V.S.A. § 313(a)(1)(a), to include the Unified Manager, Deputy Manager, Assistant Manager, Essex Junction Recreation & Parks Director, Village Attorney and/or Town Attorney."

## City and Town Contract Proposals

Topic: Police

Trustee Priority: 1

### Important Components:

- Includes police, community justice, dispatch, police building
- Acknowledge continued payment of the bond
- Shared future maintenance & repairs through the budget
- Future bonding must be passed by both communities
- City Manager has influence and input on hiring & relevant police policies
- Create advisory oversight board with 3 City and 3 Town representatives appointed by respective boards; board staffed by City and Town managers
- Police direct expenses shared based on percentage of grand list
- Work of equity and inclusion group input is incorporated into oversight board
- City Council and Selectboard will work to align ordinances as best as possible
- All police, community justice, and dispatch revenues and grants are shared and can only be used for these shared activities
- No expiration; 5-year notice termination clause by one party

### Rationale:

- Both communities better served by continuing to be served by one police department

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Topic: Bonding

Trustee Priority: 2

Important Components:

- Moratorium on Town of Essex bond votes through June 30, 2023

Rationale:

- Given independence effort, do not want to take on additional bond debt that will stay with City – other than police facility

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Topic: Transition Period

Trustee Priority: 3

Important Components:

- Transition period July 1-June 30 following approval of the Charter by the legislature
- Continued current consolidated services, with work towards unraveling: administration, assessing, clerk/treasurer, information technology, public works, and stormwater
- Town collects taxes for Town and City per budgets approved the previous March/April
- City residents pay Town taxes but are no longer citizens of Town

Rationale:

- City will need to form so City budget and elections can take place with City only and Town budget and elections can take place with Town outside the Village only
- City will need one year to prepare
- City voters will have approved the March budget and thus should pay taxes for that year

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Topic: Reappraisal Fund

Trustee Priority: 4

Important Components:

- The City will be paid its share of reappraisal funds that have been collected for Village properties by the Town
- City and Town agree to do joint RFP for reappraisal, assuming both need to at the same time

Rationale:

- Town has collected \$8.50/parcel/year money from state for reappraisal for Village properties
- Village has ~3400 properties of ~8200 in all of Town
- Current account balance = over \$800K

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Topic: Senior Services

Trustee Priority: 5

Important Components:

- Includes senior center at 2 Lincoln Street, senior bus service, general senior programming
- Essex Parks & Recreation (EPR) provides management and oversight
- All related revenues deposited in Town managed Senior Services enterprise fund; funds used for direct senior services related expenses
- Reserved fund from Essex Area Senior Center shall be transferred to Town and used for intended senior center expenses
- All direct expenses related to senior services shall be shared equally by City and Town; Town bills City at end of year for actual expenses
- City provides senior center space at 2 Lincoln Street for drop-in hours and senior programming; other times available for City municipal use
- Portion of City annual buildings expense associated with center space is assessed and reduced from 50% Town bill
- Senior Services Advisory Committee - with 3 City and 3 Town representatives appointed by respective boards; board staffed by EPR Program Director – Senior Services

Rationale:

- Senior services have been shared and it has been working
- EPR has history of managing these services
- Way of splitting up responsibilities of senior services and Tree Farm between both communities



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Topic: Tree Farm

Trustee Priority: 6

Important Components:

- Essex Junction Recreation & Parks (EJRP) provides management and oversight
- All related revenues deposited in City managed Tree Farm enterprise fund; funds used for direct Tree Farm related expenses
- Direct expense of 50% of EJRP Program Director – Sports & Fitness salary & benefits related to Tree Farm time shall be shared equally by City and Town; City bills Town at end of year for actual expenses
- Tree Farm Advisory Committee made up of user groups – jointly approved by both City Council and Selectboard; membership based on group representation, not residency
- City Council and Selectboard both pass common ordinances of the property

Rationale:

- EJRP has a Program Director – Sports & Fitness who could take on this work
- Way of splitting up responsibilities of senior services and Tree Farm between both communities

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Topic: Finance

Trustee Priority: 7

Important Components:

- City contracts financial services from Town
- City and Town each employ 2 full-time personnel
- Town employs Finance Director and Assistant Director
- City and Town share salary and benefit costs of Director & Assistant Director by percentage of grand list
- City Manager and Town Manager jointly hire, supervise, and evaluate the Finance Director
- Town bills City at end of year for actual costs of Director & Assistant Director
- Expires on June 30, four years after the City is formed

Rationale:

- Finance Director indicated time needed to separate finance

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Topic: Funds

Trustee Priority: 8

Important Components:

- Town currently has \$4.9M in assigned fund balance; City is not asking for any sharing of that
- At the end of FY20, the Town had \$2,299,896 in unassigned fund balance which is capped at 15% of general fund operating budget; Village taxpayers contributed 42%, when the City is formed the Town will pay the City \$965,956 spread over five years
- For FY21, FY22, and FY23, 42% of any Town surplus (before any is assigned) will be assigned and distributed to the Village/City

Rationale:

- Village taxpayers have contributed to the unassigned fund balance

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Topic: FY23 Budget

Trustee Priority: 9

Important Components:

- Redo Town and Village manager MOU to reflect the current and anticipated administrations
- Work towards greater tax equity in the return of the Village's portion of money paid to the Town for services that do not serve Village residents; return of 42% of Town capital taxes to Village/City; return of 42% of Town Community Development budget to Village/City

Rationale:

- Town and Village manager MOU doesn't factor in other administration related positions and functions; which will also change with hiring of City Manager and City HR Director
- Village pays money to Town for services/departments that the Village already has and do not serve Village residents

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Topic: Assets

Trustee Priority: 10

Important Components:

- Town currently has nearly \$29M in capital assets net of related debt; City is not asking for any sharing of those
- Town government continues at 81 Main Street for not more than 5 years after charter passes the legislature – Trustees assume Selectboard will not want their government center to be in another municipality
- City and Town agree to independent appraisal and sale of building; City has first right of refusal to buy at 58% of appraised value

Rationale:

- Very confusing to residents of both municipalities to have Town government in another municipality; City people will still go to 81 Main; Town people will go to transact government business in another municipality

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Topic: Indian Brook Access

Trustee Priority: 11

Important Components:

- City residents indefinitely grandfathered in to resident passholder opportunity

Rationale:

- Village has contributed to the Indian Brook dam and water control, they should continue to have access to seasonal passes

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Topic: Tax Delinquencies

Trustee Priority: unprioritized

Important Components:

- Village tax delinquencies incurred through the conclusion of the transition period until the City begins collecting its own taxes will remain due to the Town

Rationale:

- From Sarah Macy, Finance Director:  
“I saw in the charter language that the old Village delinquencies would be transferred to the City? This is doable but messy. Taxes are billed through Grand List and that billing data is broken down by rate (Village, Town, Capital, Education, etc.) and then the lump sum dollars are transferred to Tax Administration to track payments and incur interest and penalty. In the meantime the Town pays the Village and the School 100% of the principal due. The Town then keeps the penalty and interest when the delinquencies are collected. In order to move the delinquencies to the City we would have to manually calculate how much of the delinquency is for Village taxes vs. Town taxes vs. School taxes. The City would then “buy” the Village portion from the Town – this means paying the Town cash for the principal component of the Village delinquencies (because the Town made the Village whole when those were due) and then the City would book a receivable and start trying to collect. The Town would also be collecting on those accounts for the Town and Education portion still delinquent. So you ultimately get two entities collecting on one account. I think a better way to approach this is to leave the delinquencies with the Town and start fresh.”

## MEMORANDUM



TO: Town of Essex Selectboard, Village of Essex Junction Trustees,  
Evan Teich, Unified Manager

FROM: Ron Hoague, Chief of Police, Essex Police Department

DATE: June 12, 2021

RE: Future of Policing Related to Separation of the Village

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### Issue

With the pending question of separation by the Village from the Town and the formation of an incorporated City, a key issue is how to handle policing for the two entities. This memo will detail recommendations from the police department, and me as Chief, for a best course moving forward.

### Discussion

Before discussing any of the issues facing the future of policing, we must first acknowledge the history of the Essex Police Department and the relationship of the department with both the Village Trustees, Essex Selectboard and the citizens of the Village and TOV. Most are aware that the police department was an entity of, and controlled by the Village until 1980, when the Village sold the assets to the Town with the agreement that the new Town of Essex Police Dept would provide law enforcement services for both the Town and Village. Beginning with Chief John Terry (who had worked for the Village), the Chiefs and department have had a responsive, amicable relationship with all of our constituents. While I cannot speak for the Chiefs who precede us, my experience and that of Rick Garey, has been that if a concern is raised by the Village Trustees or a Village resident, that concern is handled as appropriately and efficiently as one from the Selectboard or TOV resident. The leadership and employees of the police department do not see a difference in the two government entities. We simply serve both as one and we always have.

### Options for Law Enforcement Services

The Village, if incorporated into a City, has a few options for law enforcement services. Even though I believe shared services are the best course of action, I will detail others as they have been suggested by some in the community.

- **Contract with an Another Agency:** The Village could explore contracting with another agency such as the Chittenden County Sheriff, Vermont State Police or another Town such as Williston. None of these are viable. Chittenden County Sheriffs are not, and have never been, in a position to take on full 24 hour law enforcement for a Town due to their manpower and focus on Civil Process, Court Security and Prisoner Transport. The Vermont State Police are not a 24 hour agency. Assuming the new City would need 24 hour law enforcement, not having coverage past



0200AM would make this an impossible option. Williston PD is an excellent agency that is part of a growing Town of its own. With that as a factor, it is unlikely that they would seek to take on the large commitment of a new City.

- Start a new City of Essex Junction Police Department: The option would bring the benefits of full oversight of the department. Problems would consist of cost to outfit equipment, vehicles and support items for a full department of 15-20 officers (estimated based on other Cities), negotiating a union contract for employees and identifying a department building (assuming the current one continues to be used by the TOV department). Less tangible, and more challenging is the creation of a leadership team, culture, mission and direction for the new department in addition to filling vacant positions in a very difficult hiring atmosphere.
- Share the Police Department with the TOV: This option is the only one that would not involve the reduction of numbers of employees in the current police department and the legal and contractual concerns that would bring. Respecting the history of our organization and the significant investment that the members and citizens have contributed to a progressive police department with contemporary ideals and values, this is the most viable and recommended option. There are questions that arise with this options that will be addressed below.

Conversation in recent meetings would indicate that the two major considerations of continuing with a shared police department are oversight and funding. Assuming the creation of a new City, there would need to be an agreed upon method of sharing the costs of the department equitably and also allow for input into department operations assuming the police department would continue to be under the purveyance of the Town.

*Funding a shared department:*

There are several methods that have been used traditionally to account for law enforcement services to a municipality. Per incident basis, per capita, grand list, etc. I would leave comments on the pros and cons of per capita and grand list to the Finance Director, however, I do not support a method that uses a per incident basis. This method assumes that since roughly 60% of incidents in 2020 were within the Village bounds, the Village should pay for 60% of the police department budget.

This is flawed in that number of calls each year can fluctuate year over year depending on where the latest area for crime or high level of traffic incidents occurs. What was a greater share by the Village this year, could be a greater share next year in the Town when a new housing facility or retail center is built. We saw this in 2020 when what was the Baymont Hotel (in the TOV) was used as temporary housing for the homeless by the State. Our calls for service there significantly shifted upwards and have stayed that way even after the facility was sold to Champlain Housing Trust. To use this method, we would need to estimate the future number of calls in the new City based on prior numbers and then factor that into what each entity would contribute for the next year. This method is too unstable year over.

A further flaw in this method is that it does not take into account that any call for service at the police department is credited in the Village. Examples would be a VIN verification, late reported crashes, and background checks. Each of these, and others, list the department address as the location of the

incident contributing to the number of calls in the Village whether the person using the service lives in the Village, TOV or outside the community all together.

Another factor to be considered by the Trustees and Selectboard is that all of the special events that EPD is currently responsible for handling reside in the Village. In addition to manpower, each of these takes planning and equipment to accomplish. The Memorial Day Parade, July 4<sup>th</sup> fireworks and the Champlain Valley Fair all take place inside the Village and take considerable assets from the police department to staff. The parade each year uses every asset the department has for manpower. While the CVF pays for the extra officers to work on the grounds, there are numerous incidents each year (from traffic crashes and medical calls to retail theft) that occur outside the boundaries of the Exposition but are related to the influx of people to the Fair. Finally, EPD has assigned an officer to the 5 corners twice a day, on every school day, for the last 41 years.

In addition, the police department provides dispatching services to the Essex Junction Fire Department, EJFD First Response, and after hours dispatching for the Village Public Works and Water and Sewer at no cost to those departments.

These are services that would continue to be delivered to the new City in a shared model. An agreement must recognize the significance of these and determine if those will be considered 'extra' services and funded outside of normal everyday patrol and investigations or all-encompassing as we are now.

#### Oversight of the Police Department:

When first told that oversight of the department was a concern moving forward, the first thought was "What have we not been doing?" As stated above, through the years, working with two managers and then a unified manager, the police department has always been responsive to any request made by the Trustees and residents of the Village. With the formation of a new City and the idea to share the department, I do however, understand the desire to have direct input into operations. The greatest concerns about any model of oversight would be:

*Who does the Chief report to directly and what authority do they have?* The Town Charter specifies that the Chief of Police reports to the Manager. Even if the Village forms a new charter, this does not change the Town charter and unless the Town conceded the department to the new City or another entity, the Manager by charter, supervises the police department. The Chief should report to the Manager and ultimately, the Selectboard.

*What does oversight mean?* I have been informed that the Trustees seek more oversight of the department, but not the goals of that desire. This should be clarified while working on an agreement for a shared department. Over the past year, EPD has heard that more oversight is needed and we have considered the formation of an advisory committee as part of our equity work. An advisory Committee could be devised that would meet this request while providing insight and more input for the new City. Members of this Committee would be appointed much like the existing committee members (Energy, Planning, Economic Development, etc) with an application process and selection by their respective officials, Selectboard or Trustees. The Committee could review policies, hiring practices, etc., and then make recommendations to the Chief of Police and Manager.

### Other Considerations:

The Police Department Building The citizens of both the Village and TOV have contributed to the construction and maintenance of the fine facility that we enjoy. This fact, and that it's a Town department with a headquarters located inside the Village limits, should be recognized as an indication of the success that can be achieved when both entities work together. The costs of maintaining the building and its systems are ongoing and considerable. Planning is not as simple as looking at the police budget. There are aspects of building maintenance that do not reside within the police department budget but are within the public works budget. The debt and future of the building should be considered when forming an agreement for policing services.

Length of an Agreement Having worked for the St Albans Police Department and being part of the agreement there with the Town provides me some insight as to the stability of an agreement between two separate governments. In that situation, I saw how the changing of members of a board as a result of an election could affect the stability of an agreement. A three to five year agreement made for situations where we, as employees of the department, were unsure how many staff or what funding we would have when the end of the contract was approaching and new Town officials were elected. This left uncertainty in the minds of current and prospective employees causing more difficulty in hiring and retention of officers. That relationship ultimately has now failed with the Town's awarding of the contract to the Sheriff's Office beginning in July. Any agreement made for police services should also rely on the amicable and dependent relationships of both communities with respect given to the long track record of success by EPD. Either a permanent agreement, or one that renews automatically unless one party wishes to pull out, while also requiring greater than a two year notice, would be the recommendation of this department to provide lasting stability.

Operations and Continuity of Services An appropriate agreement would recognize the Chief of Police and Manager's authority (with respect to the new Committee) to make decisions about personnel, their assignments within the department, and deployment into the community. There should be no specifications of hours of coverage, number of officers deployed in an area, or how operations are conducted, other than the expectation that these will be conducted appropriately and equally for both entities as the Chief sees fit.

Shared Liability Along with addressing shared services, any agreement must also acknowledge the possibility of shared liability and workers compensation insurance. The Vermont League of Cities and Towns, along with legal counsel, should be consulted as to how these would change from the current model if there is a different agreement. Currently, the Town bears all liability and workers compensation costs.

### Conclusion

This memo contains my opinions of what a shared Police Department may look like if the Village separates and a new City is formed. I am drawing on my personal and professional experience with law enforcement operations, management and relevant statutes. Further, as a resident of the Town outside the Village who is personally invested in the future of our communities, these are my visions for continuing an effective, professional police department that will continue to bring the best policing services to the citizens of both communities.

**From:** [Sarah Macy](#)  
**To:** [Brad Luck](#)  
**Subject:** RE: Trustees Mtg  
**Date:** Tuesday, June 15, 2021 11:39:34 AM

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This is timely because I was planning to propose a part time finance person in the FY23 budget. Instead, I will propose a mid-year full time. This will allow us to staff up to 6 FTE which would be more manageable to split and set both communities up for success at the end of the transition period. Amongst those 6 we have the skills and education and experience to staff two, three person departments with a finance director, an accountant, and a bookkeeper position.

While the decision to separate finance guts me, I'm grateful to hear about a transition period because it would be almost impossible to sever finance at this point given the number of years that we've spent consolidating and streamline processes.

The current five person team consists of four people employed by the Town and one person employed by the Village. My plan would be to hire a 6<sup>th</sup> full time person employed by the Village. This would ensure that the Village has two employees at the point of separation and would just need to fill the director position. My timeline preference would be 5-7 years from now which I think would effectively be 3-5 years from the earliest establishment date of the City of EJ. The timeline for getting the 6<sup>th</sup> person (spring 2023) puts us out a few years to begin with. We would begin re-shuffling duties along Town and Village lines instead of the cross-sectional method we have been employing. This will allow us to finish some of our major projects that will benefit both of the entities – Chart of accounts change, full transition to Questica budgeting, integration of NEMRC with Questica for real time access to budgets and actuals by department heads and automatic, scheduled reporting, transition to updated online timekeeping program, expansion of financial statements to comprehensive annual financial report, etc. The transition period will also cover establishing separate versions of all the existing programs and databases including NEMRC, Questica, ReadSoft, and timekeeping.

For budgeting, I ultimately see three full time people in each of the two entities. And I would recommend \$5,000 for custom programming and training for each entity upon separating the databases.

These are just my initial thoughts.  
Happy to share more AFTER the new fiscal year begins.

**Sarah Macy**, CPFO  
Finance Director  
Town of Essex | Village of Essex Junction  
(802) 878-1359  
[smacy@essex.org](mailto:smacy@essex.org)

**Essex Area Senior Center, Inc.**  
**2 Lincoln Street**  
**Essex Junction, Vermont 05452**

**Memorandum of Understanding**  
**Between**  
**Essex Area Senior Center, Inc.**  
**and**  
**Municipality of Essex**

This Memorandum of Understanding (MOU) dated June 28, 2016, sets forth an understanding between the Essex Area Senior Center, Inc. (EASC, Inc.) and the Municipality of Essex to assure the existing senior services provided by the EASC, Inc. will continue to be provided to the senior community under a new municipality managed senior center/meal site upon the dissolution of the Essex Area Senior Center, Inc. which is a non-profit organization.

**Background**

The EASC, Inc. is a non-profit organization providing activities to the senior community. The EASC, Inc. is located at 2 Lincoln St. in Essex Junction VT. Mr. Pat Scheidel, Municipality Town Manager, after conferring with the Town of Essex attorney, notified the EASC, Inc. that a Senior Activities Coordinator will not be provided to the EASC, Inc. due to the fact that the existing EASC, Inc. is a private non-profit organization outside the Municipality's control. After several meetings with Mr. Scheidel, the EASC, Inc. Board of Directors, and members of the EASC, Inc. organization, the EASC, Inc. membership has expressed a desire to: dissolve the EASC, Inc. organization; and transfer ownership of all of its physical and financial assets after payment of or provision for its debts and liabilities. Mr. Scheidel has stated that all existing senior services will continue under a Municipality run/managed senior center. The day to day operations of the new senior center will come under the Municipal Parks and Recreation Department with a provided Senior Activities Coordinator. The EASC Inc. Board of Directors will cease to exist upon dissolution of the EASC, Inc. However, there will/may be an Advisory Board appointed by the Municipality to provide ideas for ongoing senior activities or membership concerns.

**Purpose**

This MOU sets forth the following agreement as a commitment to keeping the existing senior activities available to our membership.

1. The membership of the EASC, Inc. must have an affirmative vote of two thirds (2/3<sup>rds</sup>) of those attending a special meeting for the purpose of changing the EASC, Inc. By Laws to allow for quorum and distribution of its assets to the Municipality of Essex for specific use by the municipal successor senior center.

2. The Municipality agrees to create within its Parks and Recreation Department a municipality managed senior center organization to provide existing programs and activities currently available to our membership (to include but not limited to activities such as: Bingo, Bridge, Cards, Cribbage, Duplicate Bridge, Games, Genealogy, Jazzercise, Knitting & Crocheting, Mah Jongg, Puzzles, Scrabble, Seated Yoga, Perfect Blend Café, Monthly Soup & Sandwich, Guest speakers, Trips, Special Events, etc.) and will provide a Senior Activities Coordinator to manage the successor senior center under the Municipal of Essex Parks and Recreation Department management.
3. The EASC, Inc. and the Municipality Town Management will agree to a specific date and time of transfer of assets to the Municipality. The two entities agree to work cooperatively to ensure minimal disruption to the EASC, Inc. activities of its members.
4. The Municipality accepts the responsibility to novate the Ricoh four-year lease contract (signed March 2016 by EASC, Inc.) at the time of dissolution. The successor of EASC, Inc. whatever it shall be named will be responsible for making the monthly lease payment. The contract between Essex Park & Rec. and EASC, Inc. signed February 12, 2016, will remain in force. (see attached contract)
5. The Municipality managed successor senior center will continue to operate at 2 Lincoln Street, Essex Junction, Vermont.
6. The Municipality will accept all existing members into its new municipality senior center organization without any additional 2016 dues until January 1, 2017.
7. The EASC, Inc. will provide the Municipality with a complete list of membership as of the date of transition.
8. The EASC, Inc. will provide the Municipality with a list of all physical and financial assets and will legally transfer ownership of said assets on the fore mentioned date agreed.
9. The Municipality will accept the EASC, Inc. physical and financial assets and will earmark all monies transferred to the Municipality specifically for use of and in support of the successor senior center expenses (to include supplies for meals, cleaning services, printer rental, program expenses, paper products, etc.)
10. The Municipality will incorporate liability insurance for the successor senior center under the Municipality's insurance pool. This will realize a savings to the successor senior center.
11. The Municipality will be responsible for budget formulation and financial record keeping for the successor senior center.
12. The Municipality will continue the existing EASC, Inc. meal site function based at the Maple Street Park facility from September through June under the successor senior center. It has been confirmed by Brad luck, Director of the Maple Street Facility, this space will remain available as the senior meal site on available Wednesdays throughout this time frame.
13. The Municipality will earmark any after-hours rental income and fund raiser income (i.e. bridge tournament, cribbage tournament, craft fair, meal site, etc.) for the successor senior center.

The Essex Area Senior Center, Inc. Board of Directors and the Municipality of Essex Management agree to all of the terms as written in the above Memorandum of Understanding.

\_\_\_\_\_  
Donna Rae Harnish  
Chair, EASC, Inc. Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ally Vile  
Director, Essex Parks & Recreations Dept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pat Scheidel  
Municipality of Essex, Town Manager

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Date

**Memorandum**

**To:** Board of Trustees; Selectboard; Evan Teich, Unified Manager

**Cc:** Marguerite Ladd, Assistant Manager

**From:** Greg Duggan, Deputy Manager

**Re:** Joint Trustee & Selectboard meeting July 26

**Date:** July 15, 2021

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**Issue**

The issue is whether the Trustees and Selectboard want to hold a joint meeting on Monday, July 26.

**Discussion**

The Trustees and Selectboard had agreed to put a joint meeting on the schedule for July 26, with the intent of only holding the meeting if the boards felt it necessary to do so. The boards can decide on July 19 whether or not to go ahead with the July 26 meeting, and if so can indicate to staff what items should be on the agenda.

**Cost**

n/a

**Recommendation**

The Trustees and Selectboard may wish to hold a joint meeting on July 26.



# Memorandum

**To:** Village Board of Trustees; Evan Teich, Unified Manager

**From:** Linda Mahns, Administrative Assistant

**Re:** Reappointment of Village Treasurer/Tax Collector, Village Clerk, and Village Fire Chief

**Date:** July 12, 2021

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## Issue

The issue is whether the Board of Trustees will approve the Manager's annual appointments of the Village Treasurer/Tax Collector, Village Clerk, and Village Fire Chief.

## Discussion

The following seats are needing reappointments:

- Village Treasurer/Tax Collector – Susan McNamara-Hill is interested in being considered for reappointment to this seat and has been appointed by Unified Manager Evan Teich, pending Trustee approval.
- Village Clerk – Susan McNamara-Hill is interested in being considered for reappointment to this seat and has been appointed by Unified Manager Evan Teich, pending Trustee approval.
- Village Fire Chief – Chris Gaboriault is interested in being considered for reappointment to this seat and has been appointed by Unified Manager Evan Teich, pending Trustee approval.

In order to have a complete and thorough discussion about this topic, an executive session may be necessary. The appointment of public officials can be a protected discussion, provided the Board of Trustees makes a final decision to appoint a public official in an open meeting and shall explain the reasons for its final decisions during the open meeting.

## Cost

None.

## Recommendation

The Board of Trustees may wish to approve the Unified Manager's appointments of Susan McNamara-Hill as the Village Treasurer/Tax Collector and Clerk and Chris Gaboriault as the Village Fire Chief.

If the board members wish to enter executive session, the following motion is recommended:

"I move that the Trustees enter into executive session to discuss the proposed public official appointment(s) in accordance with 1 V.S.A. Section 313(a)(3) and to include the Unified Manager and the Assistant Manager."

## **MEMORANDUM**

**To:** Selectboard; Trustees; Evan Teich, Unified Manager  
**From:** Travis Sabatano, HR Director *TS*  
**Date:** July 15, 2021  
**Re:** Removal of Temporary COVID-19 Emergency Leave Policy

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### **Issue**

The issue is whether the Selectboard and the Trustees will remove the Temporary COVID-19 Emergency Leave Policy from active status.

### **Discussion**

The Temporary COVID-19 Emergency Leave Policy states that it will “be in force during the remainder of the COVID-19 pandemic”. Given that the State of Emergency has ended, and our operations have mostly returned to their pre pandemic state, it makes sense to remove this policy from active status. Should COVID-19 rates increase and state protocols change again we can reinstate this policy in the future.

### **Cost**

NA

### **Recommendation**

It is recommended that the Selectboard and the Trustees make a motion to remove the Temporary COVID-19 policy from active status.

<b>Temporary COVID-19 Emergency Leave Policy</b>	
<b>Revision Number:</b>  1.0	<b>Town of Essex Selectboard</b> <b>Adopted on:</b> 1/28/2021
<b>Revision Date:</b> 01-14-2021	<b>Village of Essex Junction Trustees</b> <b>Adopted on:</b> 1/26/2021
<b>Effective Date:</b> 1/1/2021	

**Duration of Policy**

This policy will only be in force during the remainder of the COVID-19 pandemic and it will supersede any relevant existing policies during the period of declaration. The Unified Manager may make changes to, or remove this policy from practice, at their discretion.

**Eligibility:**

Employees must meet all four (4) of the eligibility requirements below to qualify for COVID-19 Emergency Leave under this policy. Employees who do not meet the eligibility requirements, but are not able to work due to COVID-19 related reasons, may use their available leave or take unpaid leave.

*Eligible Staff:* All regular full time, regular part time, part-time, seasonal and temporary employees who were previously scheduled to work but could not, due to reasons related to COVID-19.

*Eligible Reasons:* Reasons related to COVID-19 are defined as follows:

1. The employee is unable to work due to a federal, state or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine related to COVID-19.
3. The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.
4. The employee is caring for an individual subject to an isolation order described in reason number 1 above, or subject to self-quarantine as described in reason number 2 above.
5. The employee is caring for their child whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 related reasons.

*Adherence to State Executive Orders:* Employees must have abided by, and certify their absence is in no way a result of knowingly violating, State of Vermont Executive Orders relating to COVID-19.

*Required Certification:* All staff looking to utilize COVID-19 Emergency Leave must sign the certification statement at the end of this policy. Failure to sign the certification statement will

result in a denial of COVID-19 Emergency Leave time. Any employee who fraudulently signs the certification statement will be subject to disciplinary action.

**Leave Benefits:**

Employees eligible for leave under this policy shall be entitled to a maximum of 2 weeks per calendar year of paid leave time, based on the employee’s normal weekly scheduled hours. Other leave time such as sick and vacation will not be deducted for this time. All other benefits will continue as normal while on COVID-19 Emergency Leave.

**Remote Work:**

Staff who meet the requirements of this policy will still be required to work remotely to complete all essential functions for their respective departments. Remote hours worked will not count against an employee’s 2 weeks of available paid leave time. If staff are unable to work remotely, or no remote work is available, then the employee will be compensated using their 2 weeks of COVID-19 Emergency Leave time.

**Return to Work Process:**

Employees who are required to quarantine are expected to be tested on day seven (or as soon thereafter as possible) and to return once they receive a negative result to minimize the duration of their absence.

Staff who test positive for COVID-19 are expected to work with their department heads, and the HR Director, to determine the steps and timeline for a safe return to work.

**Approval Process:**

To request approval of COVID-19 Emergency Leave please contact your Department Head and the HR Director. You will be required to provide the reason for the leave request along with the start and end dates on the approved Town/Village form.

**Certification Statement:**

By signing below I hereby certify that, to my knowledge, I have abided by all State of Vermont Executive Orders relating to COVID-19. I certify that my COVID-19 related absence is in no way a result of my knowingly violating any State of Vermont Executive Orders. For employee’s eligible under reasons number 4 or 5 above, I certify that no one else is able to provide care for the individual or child in question. Finally, I certify that I meet all other requirements of this policy.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Memorandum**

**To:** Selectboard; Board of Trustees; Evan Teich, Unified Manager

**Cc:** Marguerite Ladd, Assistant Manager; Tammy Getchell, Assistant to the Manager

**From:** Greg Duggan, Deputy Manager

**Re:** Update on public forums and Town of Essex planning in response to Village of Essex Junction's separation/independence initiative

**Date:** July 15, 2021

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### **Issue**

The issue is to inform the Selectboard and Trustees about upcoming public forums about how the Town of Essex should plan for its future as the Village pursues its separation/independence initiative.

### **Discussion**

At the July 12 Selectboard meeting, the board reviewed a proposal for facilitated, public forums to help the Town of Essex plan for its future. Following that discussion, staff and facilitator Jen Knauer have chosen dates and tentative times for three forums:

- Wednesday, August 4, 6:30 p.m. to 8 p.m. – in-person forum
- Friday, August 6, noon to 1 p.m. – virtual forum
- Saturday, August 21, morning (1.5 hours) – in-person forum at 81 Main St. Town Offices

With the Village's separation/independence initiative, the Town can consider its future in three phases: interim, transition, and long-term. Looking at each phase can help define expectations for operations, services, and budgeting in the coming months and years.

At the facilitated public forums in August, the Town and all of its residents are invited focus on the interim phase, which is in effect now and will run through if and when the Vermont Legislature approves an independent City of Essex Junction. During the interim phase, Village residents remain a part of the Town of Essex. The forums will focus on how the Town of Essex can best serve all of its residents during the interim phase, while also best preparing the Town of Essex municipal corporation financially and otherwise for the future, whether or not that future contains an independent City of Essex Junction.

The length of the interim and transition phases assumes Essex Junction voters approve the Village's separation from the Town, and will depend on when the Vermont Legislature makes a decision on the creation of an independent City of Essex Junction.

The transition phase would last from the point at which the Legislature approves an independent City of Essex Junction until the effective date of that city. The long-term phase would play out after the City of Essex Junction takes effect.

The August 21 forum may have a slightly different focus than the first two forums, if the Selectboard is ready to present its takeaways from info gleaned in first two forums.

Additional information about the forums and options for how the Town can plan for its future was included in the July 12, 2021 Selectboard meeting packet.

### **Cost**

Up to \$3,000 from the Town of Essex budget.

**Recommendation**

This memo is informational.

# MEETING SCHEDULES

07/16/2021

<b>TOWN SELECTBOARD MEETINGS</b> 	<b>VILLAGE TRUSTEES MEETINGS</b> 
July 19, 2021 – 6:30 PM	JB Special - Cathy
July 26, 2021 – 6:30 PM	JB Special – Amy
July 27, 2021 – 6:30 PM	VB Regular - Amy
August 2, 2021—6:30 PM	SB Regular -- Cathy
August 10, 2021—6:30 PM	VB Regular -- Amy
August 17, 2021—6:30 PM	SB Regular – Cathy
August 23, 2021—6:30 PM	JB Special - Darby
August 24, 2021—6:30 PM	VB Regular -- Amy
September 13, 2021—6:30 PM	SB Regular -- Cathy
September 14, 2021—6:30 PM	VB Regular – Darby
September 20, 2021—6:30 PM	JB Special - Cathy
September 27, 2021—6:30 PM	JB Special -
October 4, 2021—6:30 PM	SB Regular – Darby
October 12, 2021—6:30 PM	VB Regular --
October 18, 2021—6:30 PM	SB Regular -- Cathy
October 19, 2021—6:30 PM	JB Special - Darby
October 25, 2021—6:30 PM	JB Special -
October 26, 2021—6:30 PM	VB Regular --
November 1, 2021—6:30 PM	SB Regular – Amy
November 2, 2021 – 8:30 AM	VB All day budget workshop – Darby
November 9, 2021 – 8:00 AM	SB All day budget workshop --
November 9, 2021—6:30 PM	VB Regular – Cathy
November 15, 2021—6:30 PM	SB Regular -- Darby
November 22, 2021—6:30 PM	JB Special - Amy
November 23, 2021—6:30 PM	VB Regular – Darby
December 6, 2021—6:30 PM	SB Regular -- Cathy
December 13, 2021—6:30 PM	JB Special -
December 14, 2021—6:30 PM	VB Regular -- Amy

<b>December 20, 2021—6:30 PM</b>	SB Regular – Cathy
<b>December 21, 2021—6:30 PM</b>	VB Regular -- Amy
<b>January 3, 2022—6:30 PM</b>	SB Regular -- Amy
<b>January 11, 2022—6:30 PM</b>	VB Regular – Darby
<b>January 18, 2022—6:30 PM</b>	SB Regular
<b>January 25, 2022—6:30 PM</b>	VB Regular -- Cathy
<b>February 7, 2022—6:30 PM</b>	SB Regular
<b>February 8, 2022—6:30 PM</b>	VB Regular
<b>February 22, 2022—6:30 PM</b>	VB Regular -- Cathy
<b>February 23, 2022—6:30 PM</b>	SB Regular meeting
<b>February 28, 2022—6:30 PM</b>	Town Informational hearing
<b>March 7, 2022—6:30 PM</b>	SB Regular
<b>March 8, 2022—6:30 PM</b>	VB Regular
<b>March 21, 2022—6:30 PM</b>	SB Regular
<b>March 22, 2022—6:30 PM</b>	VB Regular -- Cathy
<b>April 4, 2022—6:30 PM</b>	SB Regular
<b>April 6, 2022 – 7:00 PM</b>	Village Informational hearing -- Cathy
<b>April 13, 2022—6:30 PM</b>	VB Regular