



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

Online and 81 Main Street
Essex Junction, VT 05452
Monday, August 23, 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: 774 781 491#
- **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.

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. Update and discussion on Housing Commission
 - b. Discussion and possible action on Tree Farm Lease
 - c. *Discussion of sharing services in event of creation of independent City of Essex Junction
 - d. Discussion about planning for Fiscal Year 2023 budget
 - e. Consider designating voting delegates for Vermont League of Cities and Towns' Annual Town Meeting, VLCT Employment and Resource Benefits Trust annual meeting, and Property and Casualty Intermunicipal Fund annual meeting
 - f. Discuss agenda topics for next joint meeting
 - g. Consider appointment of Selectboard member to Cannabis Study Committee (Selectboard only)
6. **READING FILE**
 - a. Board member comments
 - b. List of Boards/Committees/Commission openings
 - c. Memo from Karen Lemnah re: Reappraisal & Common Level of Appraisal (CLA)
 - d. Upcoming meeting schedule
7. **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
8. **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: 8/20/2021

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager
Cc: Katie Ballard, Housing Commission Chair; Owiso Makuku, Essex Community Development Director; Robin Pierce, Essex Junction Community Development Director
From: Greg Duggan, Deputy Manager
Re: Update from Housing Commission
Date: August 19, 2021

Issue

The issue is for the Trustees and Selectboard to receive an update about Housing Commission work from Housing Commission Chair Katie Ballard.

Discussion

Katie Ballard will be at the August 23, 2021 board meeting to discuss the Housing Commission's work.

Cost

n/a

Recommendation

This memo is informational.

Memorandum

To: Selectboard & Trustees
From: Brad Luck, Director, EJRP
Ally Vile, Director, EPR
Date: August 16, 2021
Re: Tree Farm Lease

Issue

This issue is whether or not the Selectboard and Trustees would like to renew the management agreement and lease of the Tree Farm parcel with the Tree Farm Management Group.

Discussion

There is an attached "The Future of the Tree Farm Recreational Facility" discussion document.

Cost

None.

Recommendation

If the boards agree they do not want to renew the lease with the Tree Farm Management Group, the following is recommended:

"I move that the Selectboard / Trustees authorize the chair / president of the board to send a letter to the Tree Farm Management Group indicating the intent to not renew the Memorandum of Understanding, Management Agreement, and Lease, which terminate on July 31, 2022, and to offer an extension through November 30, 2022."

Attachments

- The Future of the Tree Farm Recreation Facility
- Tree Farm Purchase & Sale Agreement
- Tree Farm Memorandum of Understanding
- Tree Farm Management Agreement
- Tree Farm Recreation Facility Lease

The Future of the Tree Farm Recreational Facility

Municipally Owned and Municipally Operated

Proposal: The Essex Tree Farm Recreational Facility should be municipally managed by Essex Parks and Recreation (EPR) and Essex Junction Recreation & Parks (EJRP).

Background: In 1998, when the State leased the Tree Farm property to the Village and Town, things were a little bit different for both the municipalities and the property. The lines (figuratively and literally) between the Village and the Town were much more clearly drawn. They very much functioned like two separate municipalities. There were two municipal managers. Each recreation department had just one or a few staff. And, one recreation department was not municipally operated, but run by the school district. Having an independent group of users take on the role of management of the property made a lot of sense.

And since then, The Tree Farm Management Group has done a fantastic job and provided a great service to the community over the last twenty years. They have improved and maintained the property, created a known quality facility for soccer and rugby, all while operating a self-sufficient venture that has not required support from public tax dollars.

Today: The situation in 2021 is starkly different than when the property first became municipally controlled. The municipalities very much have blurred the lines and work harmoniously in many ways. One municipal manager currently serves both elected boards. The two recreation departments are both now municipally operated. Together they have 25+ full-time staff.

The property has changed too. There is a cross-country trail through the woods, a bike path along Old Colchester Road, and a gravel path from Old Colchester Road to Autumn Pond - a robust neighborhood of citizens. Passive recreation is a daily occurrence at the facility year-round.

The landscape of the sports world has also evolved. The current Tree Farm Management Group board consists of 3 soccer organizations, 1 rugby organization, and 2 municipal representatives. Lacrosse and ultimate frisbee are newer, popular sports, which also meet the original intention of the property serving "field sports." However, they don't have a seat at the table. Essex High School cross country uses the property for practices and meets. And other EHS fall sports teams rent space at the Tree Farm periodically to accommodate additional space needs. Essex Parks and Recreation also rents space for their fall soccer program. Both of these public entities pay to rent municipal land. Additionally, passive recreation users do not have a seat on the board, and the general public is not able to influence the property through normal public transparency channels.

Future: It made sense in 2010 to continue having an independent group manage this parcel of land for two municipalities that struggled to work together with two small, separate recreation departments - one of which wasn't even a part of the municipality. But this may not serve our community in the best way in 2022, over the next ten years, and beyond.

We have two capable, well-staffed recreation departments that are able to manage the property. We have maintenance and programming personnel to take care of all of the facility's needs. We have a software system, phone, e-mail, website, office, and payment processing program to take reservations. The elected boards have regular joint meetings to discuss matters of joint interest - like this shared property.

The property itself has become as much a community park as it is a premier field sports facility. With the bike path and cross country trails, along with the development of Autumn Pond as a neighbor, many people can be seen using the property for passive recreation. This parcel is also used to connect two separate parts of the community - the West side of the Town outside the Village - through sidewalk and path improvements from Public Works over the years.

While the notion that no tax money has been invested in the facility sounds appealing, it is an interesting statement. We wouldn't brag about not investing in Maple Street Park or Indian Brook. We also don't tend to consider giving control to outside groups of other revenue-generating, municipally owned property. We aren't thinking about seeking an independent group to run the Maple Street Pool. In fact, we should consider investing in the second-largest parcel of municipally-owned property between our communities. There would be a public benefit to improving the connectivity of the trail network, keeping the gates open for passive use, grooming cross country ski trails in the winter, installing irrigation on the fields for easy watering, and more. Providing public bathrooms, constructing a pavilion for rain/sun cover, adding picnic tables, or building a small playground are just a few ideas. This could all be accomplished without jeopardizing the nature of the sports complex, but rather would enhance it.

The recent global pandemic has demonstrated some of the recreation departments' biggest challenges: a lack of adequate field space and recreation facilities. We very much rely on the use of our school athletic fields and facilities to implement much of our community recreation programming. When those venues were/are closed due to COVID-19, there has been a greater need for safe indoor and outdoor athletic spaces. From practices to leagues, programming and tournaments, many people and organizations reached out to see if we could support them. While we were able to accommodate some of those requests, there were many we could not. We are in need of more dedicated space and to have the ability to be a resource for community members and groups looking for space.

Moving Forward: We want municipal recreation to manage the Essex Tree Farm Facility. All of the revenues and expenses would be paid for out of an enterprise fund. Any positive fund balance could be reinvested in improving the facility. No General Fund money would be used to support the operations of the Essex Tree Farm Facility. Capital improvements could be made to the facility utilizing the regular vetting and approval process by the boards and the public annually. We would recognize and honor the historical use of the facility by existing groups, schedules, and tournaments.

We feel this approach is valid whether independence happens or not. If things are status quo or there is actual separation, the property will still be half owned by each municipality, and a formal relationship will need to be established. Either way, local control will be better than private control.

Transition Plan: The current lease and management agreement with the TFMG expires in July 2022. We feel that this is ample time to work with the TFMG to coordinate a change in management. Given this is in the middle of a season, we would propose extending the lease through November 2022, at which time the lease would end and municipal control would be in place. EPR and EJRP already have seats on the TFMG. We would likely commit another program staffer or two to attend TFMG meetings during this time, to get up to speed with operations and current practices. We would do all bookings for the 2023 season.

Advisory Board: We appreciate that there is a 20-year history of the TFMG managing the property and recognize the grassroots efforts that made the facility what it is today. We would want to continue the involvement of these important user groups on an advisory group that would influence the use and development of the property. The existing ex-officio board seats would be maintained, and there could be consideration of adding others, i.e. Autumn Pond resident, general community representative, school representative, frisbee, lacrosse, cross country, etc. These are concepts that need to be ironed out, but as you can see there are possibilities to give a voice to those who have contributed for so long and are current users, as well as design a board that reflects the evolved nature of the property and time.

Budget: The Tree Farm Management Group already has an established annual budget, that at least breaks even. We would minimally meet the same revenues and expenses, and could potentially save utilizing our existing staff and structures - already have a website, programmers, insurance, mowers, maintenance personnel, software, etc.

Recommendation: We recommend that the Trustees and Selectboard do not renew a long-term lease with the Tree Farm Management Group and extend the current agreement to go through November 2022. Effective December 1, 2022, the municipalities would assume management of the property through the recreation departments.

LAW OFFICES
McNEIL, LEDDY & SHEAHAN
A PROFESSIONAL CORPORATION

JOSEPH C. McNEIL (1919-1978)
JOSEPH E. McNEIL
JOHN T. LEDDY
NANCY GOSS SHEAHAN
WILLIAM F. ELLIS
SUSAN GILFILLAN
JOSEPH A. FARNHAM
KEVIN J. COYLE*
KIMBERLEE J. STURTEVANT
COLIN K. McNEIL

(*ALSO ADMITTED IN N.Y.)

March 31, 2011

271 SOUTH UNION STREET
BURLINGTON, VERMONT 05401

TELEPHONE
(802) 863-4531

TELECOPIER
(802) 863-1743

RECEIVED

APR - 4 2011

**TOWN OF ESSEX
TOWN MANAGER**

Jeff W. Lively, Esq.
Vermont Department of Buildings & General Services
2 Governor Aiken Avenue
Montpelier, VT 05633-5801

Trevor Lashua, Asst. Town Manager
Town of Essex
81 Main Street
Essex Jct., VT 05452

Re: Tree Farm Purchase & Sale Agreement

Dear Jeff and Trevor:

Enclosed for your files please find a copy of the fully executed Purchase & Sale Agreement.

Jeff, the Town would like to close on this as soon as possible so please give me a call when you are free from the legislature so we can plan a closing.

Very truly yours,



William F. Ellis

WFE/
Enclosure

AGREEMENT OF PURCHASE AND SALE

Seller: State of Vermont
Address: c/o Department of Buildings and General Services
2 Governor Aiken Avenue
Montpelier, Vermont 05633-5801

Purchaser: Town of Essex, on behalf of itself and the Village of Essex Junction
Address: Town Clerk's Office
81 Main Street
Essex Junction, Vermont 05452

THIS CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE, executed in duplicate, this 31st day of March, 2011 between the State of Vermont (hereinafter called "Seller") and the Town of Essex (hereinafter called "Purchaser");

WITNESSETH:

WHEREAS, Seller owns certain real estate located in the Town of Essex, County of Chittenden and State of Vermont; described as follows:

Being 99.1 acres of land, more or less with buildings thereon located on the east side of Old Colchester Road so-called. Said land is situated in the Town of Essex, with the southerly portion also being situated in the Village of Essex Junction. Said lands and premises commonly known and designated as 81 Old Colchester Road, Essex, Vermont.

Being all and the same lands and premises conveyed to the State of Vermont by Warranty Deed of Charles E. and Lumina E. LaBelle, dated August 20, 1963, and recorded in Volume 67 at Page 449 of the Town of Essex Land Records.

Excepting and reserving from that part of the above described premises is the lands and premises previously conveyed by Warranty Deed of the State of Vermont to the Village of Essex Junction, dated May 14, 1975, and recorded in Volume 119 at Page 47 of said Land Records. Said lands and premises being a certain strip of land fifty feet in width located in the Village of Essex Junction for the purpose of installation and maintenance of sewer and water lines, public and private roadways, or for any other public facility or purpose.

Reference is hereby made to the aforementioned instruments, the records thereof, the references therein contained, and to their respective records and references, all in further aid of this description.

WHEREAS, Seller desires to sell this real estate to Purchaser, all as hereinafter provided;
and

WHEREAS, Purchaser desires to purchase this real estate from Seller, on the terms and conditions hereinafter provided;

NOW, THEREFORE, the parties agree as follows:

1. Sale of Property - On the Closing Date, as hereinafter defined, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller on the terms and conditions hereinafter provided, the real estate described above owned by Seller.

2. Purchase Price and Payment - The purchase price for the property agreed to be sold and purchased hereunder shall be One Hundred Eighty Six Thousand Seven Hundred Dollars (\$186,700). The purchase price shall be paid by Purchaser as follows:

(a) Payment at the Closing to Seller of the sum of One Hundred Eighty Six Thousand Seven Hundred Dollars (\$186,700) in the form of cash, certified check or bank check.

3. Contingencies

- (1) Purchaser agrees to take title to the property for itself and the Village of Essex Junction as tenants in common, subject to all existing leases and agreements. The parties agree to execute any and all necessary documents to assign existing leases and agreements to the Purchaser;
- (2) Deed to Purchaser will contain a covenant restricting use of the land to educational, agricultural, and recreational uses and prohibiting development for housing, commercial or industrial use. Uses of present structures excepted from prohibitions;
- (3) Purchaser agrees to lease for a dollar (\$1.00) the existing storage structure to the State of Vermont (ANR) through May 31, 2011;
- (4) Deed to Purchaser shall contain the following covenants/restrictions concerning historic preservation:

"The herein conveyed property contains a House, Garage, Restroom Building and Seed Extractory that are listed on the State Register of Historic Places as a historic complex. The Grantee covenants and agrees that prior to undertaking any repair, alterations, or additions to the historic complex, other than regular maintenance, Grantee shall provide its proposed plans to the Division for Historic Preservation, which will have the opportunity to review and comment on all proposed work for consistency with the Secretary of the

Interior's Standards for the Treatment of Historic Properties (36 Code of Federal Regulations part 67) to ensure a compatible use of the property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Any disagreement between Grantee and the Division for Historic Preservation about the proposed work will be heard by the Vermont Advisory Council on Historic Preservation, which may offer final comments on the proposed project, but regardless of those final comments, Grantee shall retain full and final authority over the repair, alterations, additions or removal of the historic complex. The foregoing, however, is not applicable to the Division for Historic Preservation's review of potential effects on historic resources under Criterion 8 of Act 250.

"In addition, archeologically sensitive lands will be protected by review of any ground disturbing activities by the Division for Historic Preservation. The purpose of these restrictions is to insure that archeologically sensitive lands on the property are reviewed according to the standards set forth by the Division for Historic Preservation. The acceptance of this deed by the Grantee shall constitute an acceptance of all the terms, conditions, limitations, restrictions, and use to which the above described property conveyed by this deed is made.

"The restrictions set forth in this deed shall operate as covenants running with the land for the benefit of the State of Vermont, Agency of Commerce and Community Development, Division of Historic Preservation which shall have the right to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant, condition, or restrictions and either to prevent him or her or them from so doing or to recover damages or other relief for such violation."

4. Closing Adjustments - The following, if applicable, shall be apportioned at the Closing: all property taxes, water, sewer, association charges and other utility and municipal charges. Should any tax, charge or rate be undetermined on the date of the Closing, the last determined tax, rate or charge shall be used for the purposes of apportionment, provided, however, such apportionment shall be subject to later adjustment between the parties when the actual amounts of such tax, charge or rate are finally determined.

5. Closing Date and Possession - The Closing under this Agreement shall be held at the law offices of McNeil, Leddy & Sheahan, P.C., 271 South Union Street, Burlington, Vermont, or at such other place as may be mutually agreed upon by the parties. The Closing shall take place on March 31, 2011, or at such other time as may be mutually agreed upon by the parties. Possession of the property shall be given by Seller to Purchaser at the time of the Closing.

6. Risk of Loss - During the period between the date of this Agreement and the Closing, the risk of loss shall be on Seller.

7. Title and Instruments of Transfer - At the Closing, Seller shall convey to Purchaser marketable title determined with reference to the Vermont Marketable Title Act (27 V.S.A. Section 601-604).

(a) The following documents shall be prepared, executed and delivered to Purchaser by and at the expense of Seller;

- (i) Quitclaim Deed;
- (ii) Vermont Property Transfer Tax Return;
- (iii) Vermont Land Gains Tax Return (if applicable);
- (iv) Such other documents which are necessary to convey marketable title to Purchaser; and

(b) In addition to the foregoing, the parties shall execute such other and further documents and shall take all actions which may be necessary to effectuate this Agreement and the transactions provided hereunder.

8. Examination of Title - Purchaser, at the sole cost and expense of Purchaser, shall cause the title to the Property to be examined promptly, and shall notify Seller or Seller's attorney of the existence of encumbrances or defects which are not excepted in this Agreement and which render the title unmarketable. If Seller shall not perfect or shall be unable to perfect, title to the Property on or before the Closing, the date of Closing may, at Purchaser's option be extended for a period of thirty (30) days to enable Seller to perfect title to the Property. In the event Seller is unable to perfect title to the Property prior to the original or extended Closing date, as the case may be, then Purchaser may either accept such title as Seller is able to convey or at Purchaser's option may declare this Agreement null and void, in which event all deposit money shall be refunded to Purchaser.

9. Land Gains Tax - If Seller is obligated to pay a land gains tax pursuant to 32 V.S.A. Section 10001, et seq., Seller shall provide at the Closing, a Commissioner's Certificate certifying the amount of the tax due and shall pay such tax at or prior to the Closing.

10. Vermont Real Estate Withholding Tax - If Seller is obligated to pay a withholding

tax, Seller shall provide, at Closing, a Commissioner's Certificate certifying the amount of tax due or Purchaser shall withhold the total amount required to be withheld and Purchaser shall remit said withheld funds to the Vermont Tax Department.

11. Recording Fees and Costs of Closing - Seller shall bear the cost of preparation of the Quitclaim Deed, Vermont Property Transfer Tax Return, Vermont Land Gains Tax Returns, if necessary, and any other documents necessary to convey marketable title. No Vermont Property Transfer Tax shall be due on account of the sale and transfer of the Property because Purchaser is a political subdivision of the state of Vermont. Purchaser shall pay the cost of recording all documents recorded in connection with this transaction except those documents recorded to remove encumbrances or defects in Seller's title to the Property or Seller's Power of Attorney to someone, if applicable.

12. Default - Seller shall be in default under this Agreement if Seller fails to perform any obligation or duty imposed by this Agreement. In the event of default by Seller, Purchaser shall have the option to obtain a Decree of Specific Performance, or, at Purchaser's option, may rescind this Agreement and be entitled to a refund of all deposit money, and upon such payment, all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end. Purchaser shall be in default of this Agreement if Purchaser fails to perform any obligation or duty imposed by this Agreement. In the event of a default by Purchaser, Seller shall be entitled to, as liquidated and agreed damages, all deposit money paid by Purchaser, or may pursue Seller's rights to all legal and equitable remedies provided by law.

13. Tests and Inspections - Purchaser, its agents and contractors are hereby authorized to enter upon the Property prior to the Closing for the purpose of making such tests, inspections and appraisals as Purchaser deems reasonable or necessary. Purchaser's entry on the Property shall not be construed as the taking of possession of the Property. Purchaser shall repair all damage to and restore all disturbance of the property to its condition prior to the first entry on the Property by Purchaser immediately upon completion of the tests, and to hold Seller harmless from any loss, cost, damage, charge, fine, penalty or fee incurred by Seller because of Purchaser's entry on the Property or the making of tests, inspections and appraisals by Purchaser, its agent and contractors.

14. Deposits - The Contract deposit shall be Five Hundred Dollars (\$500.00) earnest money to be paid upon the execution of this Contract to McNeil, Leddy & Sheahan, P.C. of Burlington, Vermont, as escrow agent, to be held by the escrow agent and disbursed in accordance with the terms and provisions of this Contract.

If the premises are not transferred and conveyed from the Seller to the Purchaser as a result of the Seller's failure to perform in accordance with the terms and provisions of this Contract, or as a result of the failure of any contingency that was Seller's responsibility as set forth herein, Purchaser shall have the option of:

(A) Demanding the return and receiving the earnest money deposit back from Seller and

- then terminating the Contract, or
(B) Consummating the sale contemplated herein, or
(C) Pursuing Seller for all legal and equitable remedies.

In the event the premises are not transferred and conveyed due to Purchaser's default or failure to perform, or the premises are not transferred to Purchaser as a result of Purchaser's failure to comply with an agreed contingency, Seller shall have the right to pursue all legal and equitable remedies, to include but not be limited to retaining the deposit.

15. No Waiver - No waiver of any term or condition of this Agreement, or of any remedy hereunder shall be construed to be a continuing waiver of the same or any other term, condition or remedy.

16. Assignment - Purchaser may assign his/her/their rights, duties or obligations under this Agreement to any person or entity prior to the Closing.

17. Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

18. Notices - Any notices required to be given hereunder shall be in writing and shall be deemed to be given when deposited in the United States mail, postage prepaid, via certified mail, with return receipt requested, addressed as follows:

a) If to Seller: State of Vermont
c/o Department of Buildings & General Services
2 Governor Aiken Avenue
Montpelier, Vermont 05633-5801

With a copy to: Both Purchaser and Escrow Agent

b) If to Purchaser: Town of Essex
Town Clerks Office
81 Main Street
Essex Junction, Vermont 05452

With a copy to: Both Seller and Escrow Agent

c) If to Escrow Agent: McNeil, Leddy & Sheahan, P.C.
Attn: William F. Ellis, Esq.
271 South Union Street
Burlington, Vermont 05401

With a copy to:

Both Purchaser and Seller

The addresses and persons entitled to receive the notices provided for above may be changed by written notice to the other party given in accordance with the provisions of this Section.

19. Effect of Agreement - This Agreement states the whole agreement of the parties hereto regarding the purchase and sale of the property, and all prior agreements, understandings, representations, covenants and agreements and warranties made by either party prior to the date of this Agreement are merged herein, and this Agreement alone fully expresses the understanding and agreements of the parties hereto. The terms of this Agreement may not be altered, modified or amended in any respect except by written Agreement executed by the parties hereto.

20. Governing Law - This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Vermont.

21. Survival - The terms, conditions, covenants and representations of this Agreement shall survive the Closing and the execution of the deeds, shall not be merged in any documents exchanged at Closing, and shall be in full effect and enforceable after the Closing.

22. Brokers - The parties agree that no broker has been engaged by either party and no broker's commission shall be paid. Both parties shall indemnify and hold harmless each other from any claim for brokers' commissions.

23. Headings - The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement.

Date and Time of Offer
by Purchaser:

Date: 3/9/2011

Time: 11:44 a.m.

TOWN OF ESSEX

By: Patrick C. Scheide
Duly Authorized Agent

Date and Time of Acceptance
of offer by Seller:

Date: 3/18/2011

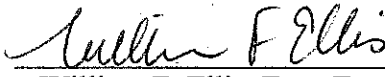
Time: 4:59 pm

STATE OF VERMONT

By: Michael J. Obuchowski
Duly Authorized Agent

I hereby acknowledge receipt of the deposit referred to in paragraph 14, above, subject to collection, this 31st day of March, 2011.

McNEIL, LEDDY & SHEAHAN, P.C.

By: 
William F. Ellis, Esq., Escrow Agent

426040-26

Memorandum of Understanding
For the management of the Tree Farm Recreation Facility
Between the Town of Essex and the Village of Essex Junction

- I. **Definitions** – Throughout this memorandum of understanding, the following definitions apply:
- a. MOU – refers to this memorandum of understanding;
 - b. Town – refers to the legislative body of the Town of Essex;
 - c. Village – refers to the legislative body of the Village of Essex Junction;
 - d. Facility – refers to the Tree Farm Recreation Facility, a parcel of land consisting of 100 acres, more or less, located within the corporate boundaries of Essex and Essex Junction comprised of athletic fields, trails, and open space, with the exception of the buildings as defined below;
 - e. School – refers to any of the public schools serving the residents of Essex and Essex Junction;
 - f. Non-motorized trail use – refers to the following uses of any existing or newly established trails with the exception of the existing VAST snowmobile trail: walking, hiking, cross-country skiing, snowshoeing, running, or other use deemed appropriate by the Town and Village and in concurrence with any management agreement;
 - g. Field-based sports – refers to soccer, lacrosse, rugby, ultimate Frisbee, flag football, or other use deemed appropriate by the Town and Village and in concurrence with any management agreement;
 - h. TFMG – refers to the Tree Farm Management Group;
 - i. Management group – refers to any entity other than TFMG that signs a management agreement with the Town and Village;
 - j. Management agreement – refers to the agreement with either the TFMG or a subsequent management group regarding the operation of the Facility.
 - k. Buildings – refers to the four buildings on the portion of the property currently located exclusively in the Town on the eastern side of Old Colchester Road.
 - l. Infrastructure – refers, but is not limited to, the fields, access roads, parking lot(s), or any other infrastructure constructed as of the date of purchase by the Town and Village. Infrastructure does not include the buildings.
- II. **Purpose** – The purpose of this MOU is to provide for the orderly and efficient management and oversight of the Facility upon its planned purchase.
- III. **Principles** – The Town and Village acknowledge the following principles as guidance for the current and future management of the Facility:

As approved

- a. The joint purchase and management of the Facility meets the mutually held goals of preserving open space for recreational use and natural resource protection in a way that is also of significant benefit to the local economy;
- b. The Town and the Village are named as Tenants in Common in the deed to the Facility to further ensure a full commitment to this cooperative relationship;
- c. The continued efficient and orderly operation of the Facility in a manner similar to the current operational framework is strongly desired and a shared goal;
- d. The Facility continues to be managed as a single public 100-acre parcel until such time as this MOU expires or is terminated.

IV. Scope – It is the purpose of the following section of this MOU to establish an operational framework for the Facility.

- a. **Management** – The Town and Village agree that the first preference for management of the Facility is an arrangement with a non-municipal organization representing the various user groups of the Facility. As such:
 - i. The managers of the Town and Village or their designees shall seek a 10-year extension of the management agreement with TFMG currently in place and set to expire in July 2012.
 - ii. An extension of that management agreement to a July 2022 expiration date shall be subject to re-opening in July 2018 for the purpose of discussing another extension, amendment, termination, or other management arrangement agreed upon by the Town and Village.
 - iii. After the management agreement or any extension of it expires or is terminated, the Town and Village shall consider a management agreement with TFMG or a subsequent and similar organization representing Facility users before considering the assumption of a more direct municipal role in the operation of the Facility.
 - iv. The management agreement shall specify that TFMG or subsequent management group will retain operational oversight and maintenance responsibilities for all infrastructure directly linked to field-based sports and any non-motorized trail use within the leased area as specified in the management agreement.
 - v. The management agreement shall allow TFMG or other management group to set and retain all fees provided that the revenue generated from such reasonable fees reflects the amount of funds necessary to sustain orderly and efficient operation.
 - vi. Any use of the Facility not covered in the management agreement or this MOU shall be subject to mutual approval by the Town and Village.

As approved

- b. In the event that a management group cannot be found that is deemed by the Town and Village to be a feasible option for the operation and maintenance of the Facility, the Town and Village will establish a new MOU that ensures joint management and meets the principles established above.
- c. Construction of any new trail or alteration of an existing trail must first receive approval from the Town and Village.
- d. The Town and Village must approve any use of the Facility by the School.
- e. The School shall provide its own insurance for any activities it sponsors or participates in at the Facility.
- f. Any use of the Facility that lies outside an area leased as part of a management agreement is subject to the approval of the Town and Village. A preference shall be given to the preservation of such area as open space, with the potential approval of non-motorized trail use.
- g. Maintenance and capital projects shall be specifically agreed to by both parties. This does not include the buildings.
- h. Buildings – The buildings shall be the Town’s sole responsibility. Any use shall comply with Town zoning regulations.
- i. Insurance – The insurance for the property shall be split evenly between the Town and Village, with the exception of the buildings which shall be covered by the Town’s insurance.

V. Subdivision –

- a. At such time as the Town or Village deems appropriate, the parcel may be subdivided along the existing municipal boundaries to further delineate ownership.
- b. The entity initiating a proceeding under Act 250 and/or any other state local land use law will be responsible for all costs associated with those proceedings, provided no other arrangement is separately agreed to by the Town and Village.
- c. This MOU will cover the operational framework of the Facility until July 31, 2022. At that time, in the event a subdivision occurs or has occurred either party may terminate this MOU. If no such subdivision has occurred or occurs, then this MOU shall remain in effect until amended or terminated by mutual agreement of the parties.


VI. Signatures –

For the Town of Essex Selectboard




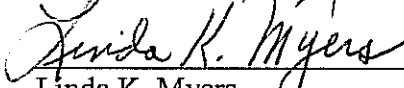
Irene A. Wrenner, Chair

For the Village of Essex Junction
Board of Trustees



Lawrence Yandow, President

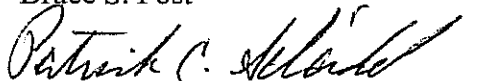
As approved


Max G. Lévy, Vice Chair



Linda K. Myers

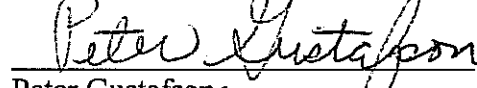

David A. Rogers


Bruce S. Post

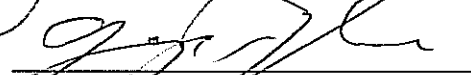

Patrick C. Scheidel, Town Manager

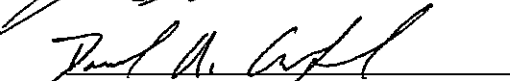
Dated: February 15, 2010.


Deborah Billado, Vice President


Peter Gustafson


John Lajza


George Tyler


David Crawford, Village Manager

Dated: February 15, 2010.

**Management Agreement
Between the Town of Essex, Village of Essex Junction, and Tree Farm Management
Group**

I. **Purpose** – The management agreement governs the operation of approximately 98 acres of field and wooded areas at the Tree Farm Recreation Facility, currently utilized for field-based sports and non-motorized trail use as defined below. The management agreement is to ensure that the principles (Section III) of the “Memorandum of Understanding For the Management of the Tree Farm Recreation Facility Between the Town of Essex and the Village of Essex Junction” (signed February 15, 2010) are fully adhered to.

II. **Definitions** – Throughout this management agreement, the following definitions apply:

- a. Agreement – refers to this management agreement;
- b. Town – refers to the legislative body of the Town of Essex;
- c. Village – refers to the legislative body of the Village of Essex Junction;
- d. TFMG – refers to the Tree Farm Management Group;
- e. Facility – refers, for the purposes of this agreement, to the field and wooded areas (comprising approximately 98 of the 99 acres) of the Tree Farm Recreation Facility. This does not include the approximately one-acre area where the Buildings (as defined in the 02/15/2010 memorandum of understanding between the Town and Village) are located;
- f. Field-based sports – refers to soccer, lacrosse, rugby, ultimate Frisbee, flag football, or other use deemed appropriate by the Town and Village and in concurrence with this agreement;
- g. Field area – refers to the area currently utilized for field-based sports, as indicated on the attached map in purple and green;
- h. Wooded area – refers to the forested area, as indicated on the attached map in green/gray and dotted;
- i. Existing Trails – refers to the trails already in use in the wooded area;
- j. Proposed Trails – refers to all additions to the network of existing trails;
- k. Non-motorized trail use – refers to the following uses of any existing or proposed trails with the exception of the existing VAST snowmobile trail: walking, hiking, cross-country skiing, snowshoeing, running, or other use deemed appropriate by the Town and Village and in concurrence with this agreement;
- l. School – refers to any of the public schools serving the residents of Essex and Essex Junction.

III. **Operations** – The following section governs the operations of the Facility:

- a. The Facility will be open from 8 a.m. until dusk each day, from April 1st through November 30th.

- b. TFMG will be responsible for setting and maintaining the Facility schedule. When the Facility schedule has been determined, copies will be provided to the Essex Parks and Recreation Department, the Village of Essex Junction Recreation and Parks Department, and the Essex Police Department.
- c. TFMG will create and approve a management plan for its operations at the Facility, and will provide copies of said plan to the managers of the Town and Village for review and comment. The management plan should cover all aspects of TFMG's operational plans, including maintenance, event and activity management, rules and regulations, emergency response, capital planning, traffic and insurance.
- d. General use entry to the Facility will be via the main gate located along the northwest section of Old Colchester Road. Facility users will be instructed to use the gate for entry and exit and to connect with Route 2A in accordance with agreed upon traffic flow practices
- e. Parking is allowed at designated locations only. Providing overflow parking and any transportation to and from those lots is the responsibility of TFMG.
- f. A traffic management plan approved by the Essex Police Department shall be required for larger special events.
- g. TFMG shall be responsible for maintenance and oversight of the existing trail system in the wooded area. Construction of any proposed trail must first receive approval from the Town and Village. Trails may be used for non-motorized activities only, with the exception of the existing VAST trail. The Town Trails Committee will be consulted regarding any proposed trail. TFMG will supply an annual report to the Trails Committee regarding the trail network, conditions, and use.

III. **Fees** – TFMG will be allowed to set and retain all fees, provided that the revenue generated from such reasonable fees reflects the amount of funds necessary to sustain orderly and efficient operation of the Facility. This does not include fees related to municipal use by the Town and Village, which will be set separately and attached to this management agreement.

IV. **Insurance** – TFMG shall procure and maintain liability insurance for activities at the Facility and shall include the Town of Essex and the Village of Essex Junction as additional insured. Coverage shall be combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate.

V. **Miscellaneous** –

- a. Any use of the Facility not covered in this agreement or the signed memorandum of understanding (2/15/10) governing operation of the Tree Farm Recreation Facility as a whole shall be subject to mutual approval by the Town and Village. All applicable covenants and restrictions on the property apply.

- b. The Town and Village are not responsible for damaged or stolen equipment.
- c. Priority will be given to Town and Village uses of the Facility when possible and in accordance with TFMG's management plan.
- d. All disputes regarding usage of the fields shall first be referred to TFMG for resolution. TFMG's decisions on field usage may be appealed to a special four-member panel consisting of two members of the Town Selectboard and two members of the Village Board of Trustees appointed by the respective bodies as necessary. In the event of a 2-2 vote on the special appeal panel, TFMG's decision on field usage will be upheld.
- e. Any forestry education activities pursued by the School first need the approval of the Town and Village.
- f. Any proposed commercial activity inconsistent with the goal of preserving open space for recreational uses and natural resource protection is strictly prohibited. This does not include temporary advertising (i.e. during league or tournament play), field sponsorship, or general concessions operated by TFMG. Proposed commercial activity shall first be discussed by and between TFMG and the Town and Village Managers, and referred to the Town Selectboard and Village Board of Trustees for approval.
- g. TFMG will make its financial records available for inspection and copying upon request by the Town and/or Village.

VI. **Term** – This agreement shall be in effect from the date of signing until July 31, 2022.

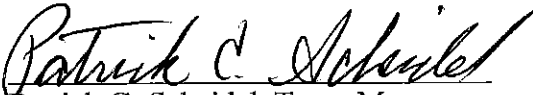
- a. The agreement shall be reopened in July 2018 for the purpose of discussing another extension, amendment, termination, or other management agreement.
- b. The Town and Village reserve the right to terminate this agreement in the event TFMG can no longer adequately perform the duties described in the agreement and management plan. The legislative bodies of both must vote to terminate the agreement early.
- c. The decision to terminate can only occur after the Town and Village have notified TFMG in writing of the potential reasons for said termination within 30 days of such decision. The letter must include a prescribed course of corrective action, with TFMG given 120 days to follow said prescribed course.
- d. Following the 120-day period for corrective action, the Town and Village have 30 days to review the actions taken by TFMG and jointly determine whether to proceed with the termination of this management agreement, continue the agreement as constructed, or continue the agreement with modification. Both legislative bodies must again vote affirmative for the agreement to be terminated. The failure of both legislative bodies to agree upon termination results in the continuation of the agreement as constructed.
- e. Notice of final termination must be in writing.

August 20, 2012

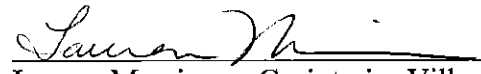
- f. TFMG may also voluntarily separate from this agreement with 90 days written notice to the Town and Village. In so doing, TFMG forfeits any and all rights or claims to use of the Tree Farm facility, and interim management of the facility shall fall to the Essex Parks and Recreation Department.

VII. Signatures --

For the Town of Essex


Patrick C. Scheidel, Town Manager


For the Village of Essex Junction


Lauren Morriseau, Co-interim Village Manager

For the Tree Farm Management Group


Rachel Beauregard, President

For the Village of Essex Junction


Susan McNamara-Hill, Co-interim Village Manager

Dated (Town): 3/19/13

Dated (Village): 3/20/13

Dated (TFMG): 3/20/13

Tree Farm Recreation Facility

Fee Schedule

(As of 8/31/2012)

Regular cost: \$50/hour/field

Town/village camps and recreational programs: \$7.50 to \$10.00 per participant

Other camps: \$125 + \$7.50 to \$10.00 per participant

Essex United/Nordic: 33% discount; applied to "regular cost"

Entire facility: \$4800/day

TREE FARM RECREATION FACILITY LEASE

This lease is made by and between the Town of Essex and the Village of Essex Junction, hereinafter called "Municipalities," and the Tree Farm Management Group, hereinafter called "TFMG."

1. PREMISES

"TFMG" is hereby granted use of the "Tree Farm Recreation Facility." The property consists of approximately ninety-eight acres of field and wooded areas in both the Town of Essex and the Village of Essex Junction.

2. TFMG'S RESPONSIBILITIES:

- a. To abide by all of the terms and conditions of the Management Agreement between the Municipalities and TFMG dated 8/20, 2012 and incorporated by reference into this lease.
- b. To obtain and maintain, at its own expense, all permits or licenses required for permitted activities on the premises and comply with the terms and conditions of any of those permits or licenses including, but not limited to, the Town of Essex and Village of Essex Junction Planning Commission and Act 250 permits.
- c. "TFMG" shall develop, operate and maintain the premises in a safe and sanitary condition, consistent with the intended use. All costs of such development, operation and maintenance of the property shall be the responsibility of "TFMG." TFMG shall be entitled to use of the "polebarn" (so-called) building on the premises.
- d. To comply with all laws and regulations of the United States of America and the State of Vermont, and all applicable local ordinances, codes and regulations.
- e. To pay all taxes or assessments that may be lawfully levied against "TFMG" by reason of its operations on the premises.
- f. To maintain liability insurance relating to activities at the Tree Farm Recreation Facility as follows:

Workers Compensation Insurance in accordance with the laws of the State of Vermont covering all employees of "TFMG."

Commercial General Liability for Bodily Injury and Property Damage - combined single limits of no less than \$1,000,000 for each occurrence and \$1,000,000 aggregate.

Insurance policies shall be endorsed to show the Town of Essex and Village of Essex

Junction as additional insureds.

Defend, indemnify and hold the Town of Essex and Village of Essex Junction harmless and name them as additional insureds.

Provide a certificate of insurance to the municipal managers of the Town of Essex and the Village of Essex Junction on an annual basis demonstrating that such policies have been issued and are in force, and that said insurance companies agree to notify the "Municipalities" at least thirty (30) days prior to the date of termination or change in said policies.

3. OTHER CONDITIONS:

- a. The use of the property shall be limited to passive recreation, other uses and field based and non-motorized trail use, except the parking lot may be used by other organizations for special events for no more than fifteen (15) days per calendar year (i.e., Champlain Valley Exposition, Essex Community High School, etc.) for overflow parking. Such use must be approved by the "TFMG" and agreed to by the Essex Police Department. "TFMG" shall not approve the use of the field space for parking or any other use, except for passive recreation and field sports, unless otherwise agreed to by the Essex Junction Village Trustees and the Town of Essex Selectboard.
 - b. To make its financial records available for reasonable inspection and copying at reasonable times to the "Municipalities."
 - c. It shall be made clear to the general public, through signs and/or other mediums, that the property is available to the general public for passive recreation and other uses, subject to reasonable regulations that may be adopted by the "TFMG" Board of Directors.
 - d. "TFMG" agrees not to discriminate based on race, religion, national origin or sex, in any aspect of its operations, permitting and approved leases.
4. TERM: From the date of this Agreement through July 31, 2022. After the expiration of lease the "Municipalities" shall have no further obligation to "TFMG." "TFMG" shall leave the property in a satisfactory condition or be financially responsible for the restoration of the property by the "Municipalities" or their private contractors.
 5. ASSIGNMENT: This lease is issued to "TFMG" and is not assignable without written approval, which may be withheld for any reason.
 6. TERMINATION: This lease may be terminated according to the provisions set forth in the Management Agreement.
 7. INVALID PROVISIONS: In the event that any covenant, condition or provision

herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained, provided that the validity of any such covenant, condition or provision does not materially prejudice either the "Municipalities" or "TFMG" in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

8. **PREVIOUS AGREEMENTS:** This writing supersedes and takes precedence over all other agreements written or oral, regarding the subject matter of this lease and it is intended by the parties hereto as the final, complete and exclusive expression of their agreement.

Dated at Essex Junction, Vermont this 20th day of March, 2012.

TREE FARM MANAGEMENT GROUP

Augie Z. Le
Witness

[Signature]
It's Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At _____ in said County and State, this _____ day of _____, 2012, personally appeared _____, duly authorized agent of the Tree Farm Management Group, and acknowledged the foregoing instrument by him/her subscribed to be his/her free act and deed and the free act and deed of the Tree Farm Management Group.

Notary Public
Commission Expires 02/10/2015

[Signature]
Witness

TOWN OF ESSEX
Patrick C. Schetzel
It's Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Essex Junction in said County and State, this 19th day of March, 2012, personally appeared PATRICK P. SCHETZEL, duly authorized agent of the Town of Essex, and acknowledged the foregoing instrument by him/her subscribed to be

his/her free act and deed and the free act and deed of the Town of Essex.

Dee Marie Myers
Notary Public
Commission Expires 02/10/2015

VILLAGE OF ESSEX JUNCTION

Patricia A. Benoit
Witness

Lauren Morrisseau
It's Authorized Agent
Susan McNamee Hill

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Essex Junction in said County and State, this 20th day of March
2012, personally appeared Lauren Morrisseau & Susan McNamee Hill duly authorized agent of the
Village of Essex, and acknowledged the foregoing instrument by him/her subscribed to be
his/her free act and deed and the free act and deed of the Village of Essex Junction.

Patricia A. Benoit
Notary Public
Commission Expires 02/10/2015

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager
Cc: Marguerite Ladd, Assistant Manager; Brad Luck, Essex Junction Recreation and Parks Director
From: Greg Duggan, Deputy Manager
Re: Selectboard response to Trustees about sharing of municipal services with an independent City of Essex Junction
Date: August 20, 2021

Issue

The issue is for the Trustees and Selectboard to discuss sharing of municipal services between an independent City of Essex Junction and the Town of Essex.

Discussion

The Selectboard has prepared a response to the Trustees' contract proposals, which was provided to the Selectboard for the July 19 meeting of the two boards. The Trustees' proposals and the Selectboard's responses are attached.

Contracts can be a protected discussion. The boards may choose to have some or all of the discussion in executive session.

Cost

n/a

Recommendation

This memo is for discussion.

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."

Selectboard Response to City and Town Contract Proposal

General Concepts:

The Selectboard is supportive of the concept of continuing to share services, especially police. These joint efforts have saved the taxpayers of the Town of Essex, including the Village, approximately \$4Million over the past eight years. The Selectboard would prefer to continue to share services and seek tax equity between the Town and Village rather than see the Village separate and create duplicative services; but that is a determination made by the Village Trustees, not the Selectboard.

The Selectboard opposes any attempt by the Trustees to take Town assets and funds for use by the new municipality. While detailed responses to the Village's contract proposals are set forth below, in general the Selectboard will continue to maintain the Town Offices at 81 Main Street, maintain the reappraisal fund, and maintain cash balances in the capital accounts and unassigned fund balance for the benefit of the Town of Essex.

Specific Responses:

Topic: Police

Trustee Priority: 1

As noted above, the Selectboard supports sharing police services with the new municipality, and is appreciative of the Trustees' proposal to continue to meet the Village's obligations on the bond for the police facility. The Essex Police Department has served the Town of Essex, including the incorporated Village of Essex Junction, well over the past 40 years, and can and should continue to do so if the Village separates from the Town.

In the event of separation, the police department will continue as a department of the Town, and the Town will offer to contract with the new municipality for police services. The contract should be multi-year provided it is lawful for the Selectboard to do so. The contract will call for the new municipality to pay a share of the **actual** costs to run the department, which includes items outside of the actual police budget, such as administration, Finance, HR, IT, workers' compensation and liability insurance. The Selectboard supports sharing the actual costs of operating the police department based on the relative populations of the two resulting municipalities, as opposed to using the Grand List as proposed by the Trustees, but is willing to discuss an alternative metric.

The costs of maintenance of and repairs to the police facility will be included in the Town budget, and will be part of the actual costs of operating the department that will be shared with the Village pursuant to contract. Since the police department will continue as a Town department, any future indebtedness incurred to support the police will not be a debt of the new municipality, and will be supported entirely by the taxpayers of the resulting Town of Essex. Under these circumstances, the voters in the new

municipality will not and should not have any say in any determination to issue further indebtedness. Likewise, any revenue received by the police department will be Town assets, and will be used to reduce the police budget, with the savings being shared with the new municipality.

The Selectboard is not opposed to the concept of an advisory board, including input from the equity and inclusion group, but needs more information before making any commitment in this regard. Outstanding questions include what the function of the board is, what authority will it have and how will the board be staffed. Also, with respect to the City Manager having input on hiring and police policies, the Town Manager may seek such input, but the Town Manager will have the ultimate and sole authority to hire Town employees.

The Selectboard supports the concept of aligning ordinances, but this goal should be aspirational and not part of the base contract. Finally, police services for special events and details will be subject to separate contracts, not the base contract, and billed back directly to the new municipality.

Topic: Bonding

Trustee Priority: 2

The Selectboard understands the Trustees' concern with the Town incurring indebtedness as they consider separation, but cannot agree to a moratorium on Town of Essex bond votes for an indefinite period of time. While there is nothing on the horizon through June 30, 2023, the Town cannot have its hands tied in the event of some unforeseen happening that requires the issuance of bonds. This issue should not be of great concern since there is nothing on the horizon through June 30, 2023, and Village residents would be able to vote against any such bonding so long as they remain Town residents. Any moratorium that could be agreed to would need to be limited to general obligation bonds and be inapplicable to enterprise fund borrowings.

Topic: Transition Period

Trustee Priority: 3

Selectboard members unanimously agree that a transition period of July 1-June 30 following approval of the new municipality's Charter by the legislature is not workable. The transition period should be at least three years and should occur at the end of the Fiscal Year for which Village voters had an opportunity to vote on the Town budget. This would allow for an orderly unraveling of the various departments with two or three departments unraveled per year according to an agreed upon schedule, with Finance and IT being the last two. The Selectboard is of the view that Town staff time related to unraveling needs to be further studied and considered. Also, separating stormwater does not make sense given that the Town and Village are working under an agreed upon plan with the State of Vermont.

The Town needs to determine whether it would be lawful to collect taxes from residents who are no longer citizens of the Town. Also, any special legislation related to the new municipality's Charter must allow for a temporary voting district for the Town outside the Village for purposes of passing a budget and electing Selectboard members, who would remain for their current term.

Topic: Reappraisal Fund

Trustee Priority: 4

As noted at the outset, the Selectboard opposes any proposal that calls for the Town to hand over Town funds to the new municipality. The reappraisal fund is no exception. The Town is in the process of preparing a request for proposals for Town-wide reappraisal services, which will include Village properties, and questions the merits of splitting out these assessor services in advance of concluding the reappraisal, which will be paid for with these funds. To the extent there is a deficiency in the fund after the reappraisal is completed, the new municipality will pay a per parcel fee. The Selectboard is open to the idea of sharing with the new municipality on an equitable basis any remaining funds after the reappraisal if legal, and is willing to discuss contracting or separating out assessor services at that time.

Topic: Senior Services

Trustee Priority: 5

In the event the Selectboard determines to continue funding a senior center and senior bus overseen and managed by Essex Parks & Recreation, it also will determine whether to locate the senior center to space in the Town outside the Village. In that event the Town would invite the new municipality to participate in a relocated senior center on a 50/50 basis, or the new municipality could determine whether or not to have its own senior center. If the senior center were to remain at 2 Lincoln Street, the Town should receive appropriate credit for times when the center is used for other municipal business. As this would be a Town program, the Selectboard will determine whether or not there should be an advisory committee and, if so, who will sit on that committee.

Topic: Tree Farm

Trustee Priority: 6

The Selectboard is not opposed to bringing the management of the Tree Farm in house once the lease with the Tree Farm Management Group expires June 30, 2022, but would want to continue with shared oversight of the facility. Any agreement moving forward needs to recognize that the Town and Village are co-owners of the entire Tree Farm regardless of municipal boundaries, and the two municipalities will share both revenues and expenses. The Town needs more information on what the Trustees propose with respect to the Village employee that would manage the facility, and the Town would not

pay for time that employee spends on matters unrelated to the Tree Farm. The Town is not necessarily opposed to the concept of an advisory committee, but its makeup and the process for appointing members needs to be better fleshed out. The new municipality will need to commit to not re-zoning the Town's portion of the property without following the proper procedures. In addition, the new municipality must accept shared responsibility for the upkeep and maintenance of the buildings on the parcel.

Topic: Finance

Trustee Priority: 7

The Selectboard supports the concept of sharing services via contract, including Finance. The Finance Director and Assistant Finance Director, or whatever titles the Town may determine, will be Town employees hired by the Town Manager, who may or may not seek input from the new city manager. The Town will determine how many people are employed in that department. The Selectboard does not support sharing the actual expenses of the Finance Department on the basis of Grand List, but would support use of a per capita or 50/50 split. Actual expenses of the Finance Department include support costs outside of the actual Finance budget, such as administration, HR, IT, workers' compensation and liability insurance. Also, the Selectboard needs clarification on which municipality will be paying for the two new employees, and the support to train those employees. Finally, the Trustees need to stipulate that the Clerk and Treasurer are the same individual during any transition.

Topic: Funds

Trustee Priority: 8

The Selectboard respectfully declines the Trustees' invitation to share the unassigned fund balance with the new municipality. These are Town funds paid for by Town taxpayers, including those in the Village, through voter-approved Town budgets that raised these funds for the Town of Essex. Making these payments to the new municipality, even if it were legal, would deplete the Town's emergency/rainy-day fund.

Topic: FY23 Budget

Trustee Priority: 9

The Selectboard agrees that tax equity is an important concept that it will continue to work on with the Trustees, but disagrees that this proposal is the way to achieve that goal. Implicit in this proposal is that the Village gets no benefit from Town services that it duplicates. This is akin to arguing that citizens with no children in school should not have to pay school taxes because they receive no benefit from them. Education makes a better community for all, and the Trustees request for ala carte tax treatment

is not how communities work. The Selectboard will consider adding additional capital projects in the Village moving forward, but will not agree to handing over Town funds to a separate municipality.

Topic: Assets

Trustee Priority: 10

The Selectboard disagrees with the Trustees' assumption that it does not want its Town Hall in another municipality or that Town residents do not understand where 81 Main Street is located. The Town invested significant funds in rehabilitating 81 Main Street just a few years ago and has no intention of abandoning this Town asset. The Selectboard is open to providing the new municipality a right of first refusal in the event the Town decides to sell 81 Main Street, but only at 100% of fair market value.

Topic: Indian Brook Access

Trustee Priority: 11

Provided the Village commits to paying an equitable share of operation and maintenance costs, water control costs and capital projects, and provides Town residents equal access to all EJRP programming, including pre-K childcare, at resident rates, the Selectboard may consider allowing residents of the new municipality access to Indian Brook Park at Town resident rates.

Topic: Tax Delinquencies

Trustee Priority: unprioritized

The Selectboard understands that the Town makes the Village and school district whole by paying each the entirety of their share of taxes up front, and then collects and keeps the tax delinquencies plus penalties, interest and attorneys' fees. The Selectboard takes no issue with the new municipality's ability to engage in delinquent tax collections once it is separated and performs its own tax billing and collections, but the Trustees must recognize that delinquent taxes are Town assets that the new municipality will need to purchase based upon some equitable arrangement prior to the effective date of separation.

The Selectboard notes that there is one more public forum scheduled after the date of this response and, therefore, must reserve the right to amend its response to the Trustees' proposals.

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

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

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

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

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

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

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

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

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

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

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

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

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 4th 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

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 6th 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 6th 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 programing 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

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^{rds}) 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

Date

MEMORANDUM

TO: Selectboard; Trustees; Evan Teich, Unified Manager
FROM: Sarah Macy, Finance Director
DATE: August 18, 2021
SUBJECT: Establishing FY23 Budget Goals – Joint Goals

Issue

The issue is to hold a discussion about FY23 budget goals jointly for the Trustees and Selectboard.

Discussion

Budget season FY23 is upon us!! In addition to an earlier start, thanks to the ease with which Questica budget allows for the next year's budget database to be prepared, the entire timeline has been moved up to create space for better communication of the budget with the public in advance of voting.

As noted in the upcoming meeting schedules included in all board packets, budget day for the Village is scheduled on November 4th and budget day for the Town is scheduled for November 9th. Budget packets will be delivered on October 22nd to prepare. My goal is to have completed all the board level work on budgets before the December holidays.

A critical part of budget process is receiving input from the boards on high level goals and priorities for the budget year. FY23 is from July 1, 2022 – June 30, 2023.

Cost

No cost, discussion

Recommendation

Please reflect and come prepared to discuss budget goals for FY23 at the following meetings:

Joint board meeting August 23rd

Memorandum

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

From: Greg Duggan, Deputy Manager

Re: Designating voting delegates for VLCT Annual Town Meeting, VERB and PACIF annual meetings

Date: August 20, 2021

Issue

The issue is whether the Trustees/Selectboard will designate voting delegates for the Vermont League of Cities and Towns' (VLCT) Annual Town Meeting, the VLCT Employment and Resource Benefits Trust (VERB) annual meeting, and the Property and Casualty Intermunicipal Fund (PACIF) annual meeting.

Discussion

The VLCT Town Fair and annual conference is happening in-person on Sept. 29 and virtually on Oct. 4-8. Annual meetings for VLCT, VERB, and PACIF will be held in a hybrid format on Sept. 29. The voting delegate does not need to be the same person for all three meetings.

More information about the meetings is attached.

Any board members who wish to attend as non-voting members can notify staff to be registered.

Cost

None.

Recommendation

Staff recommends the Trustees/Selectboard nominate a voting delegate(s) for the VLCT Annual Town Meeting, VERB annual meeting, and PACIF annual meeting.



From practical advice to visionary insight, Town Fair 2021 is your opportunity to connect with colleagues, learn about new products and services from virtual exhibitors, win prizes, and hear from topic experts about the issues most important to municipalities right now.

Join us for a hybrid conference, starting with a full day of in-person training, networking, and annual meetings, followed by an entire week of virtual trainings and exhibitors.

September 29: Town Fair In-Person Day @ Doubletree in S. Burlington

Enjoy an entire day of catching up with colleagues, annual meetings, training, and more!

October 4-8: Virtual Town Fair

Tap into the full week of virtual trainings, with each day focusing on a theme – ARPA, Equity, Infrastructure, Human Resources, and Cyber Security – and a virtual expo!

Annual Meetings

*VLCT, PACIF & VERB are holding **HYBRID** Annual Meetings on September 29th. When you register, you'll be asked to select in-person or virtual. You will also be able to designate your delegate for each meeting during the registration process.*

Cost to Attend

\$100 All Town Fair Activities

2021 TOWN FAIR at 29th - All Training, Meals, Annual Meetings, & Reception.
 Attendance at only the annual meetings (virtual or in-person) is free.
\$68 Virtual, Oct 4-8



COVID-19

After being separated for more than a year, VLCT is excited to offer some in-person programming at Town Fair. We are committed to taking every step possible to allow us to assemble safely. We know there is a high degree of uncertainty with the continually changing status of COVID-19 cases. **We encourage everyone to take precautions including getting vaccinated, wearing a mask, maintaining physical distance, and washing hands frequently.** We'll have more information to share once we are closer to the event date. We are also fully prepared to transition our in-person activities to virtual should the need arise.

Coming soon!

Sponsors have not been revealed for Town Fair 2021.

Site Map

Home (/TownFair21/site/home/)

Schedule (/TownFair21/site/schedule/)

Speakers (/TownFair21/site/speakers/)

Sessions (/TownFair21/site/sessions/)

Exhibitors (/TownFair21/site/exhibitors/)

VLCT Home (<https://www.vlct.org/>)

Register (/TownFair21/site/register/)

Connect

☎ 802-229-9111 (tel:802-229-9111)

✉ info@vlct.org (mailto:info@vlct.org)

Memorandum

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

Cc: Marguerite Ladd, Assistant Manager

From: Greg Duggan, Deputy Manager

Re: Agenda topics for upcoming meetings between Trustees and Selectboard

Date: August 20, 2021

Issue

The issue is for the Trustees and Selectboard to discuss desired agenda items for upcoming meetings between the two boards.

Discussion

The Trustees and Selectboard have joint meetings scheduled for Mondays, September 20 and September 27. The boards may wish to identify items they would like to see on the agendas for those meetings.

Cost

n/a

Recommendation

This memo is for discussion

Memorandum

To: Selectboard; Evan Teich, Unified Manager

From: Greg Duggan, Deputy Manager

Re: Appointment of Selectboard member to Cannabis Study Committee

Date: August 19, 2021

Issue

The issue is whether the Selectboard will appoint a member to the Cannabis Study Committee.

Discussion

Former Selectboard member Vince Franco had been serving on the Town and Village's internal Cannabis Study Committee, which is working to prepare the community for the possibility of retail cannabis. With Mr. Franco's recent departure from the Selectboard, the board may wish to appoint another member.

The committee meets as needed, and consists of staff from the Community Development and Manager's offices, an Essex Junction Trustee, and an Economic Development Commission member.

Cost

n/a

Recommendation

Staff recommends the Selectboard appoints a member to the Cannabis Study Committee.



TOWN AND VILLAGE OF ESSEX BOARDS AND COMMITTEES VACANCIES

TOWN OF ESSEX

Selectboard - 1 vacancy

Conservation and Trails - 3 vacancies

Green Mountain Transit - 1 vacancy

Economic Development Commission - 1 vacancy

CCTV Representative - 1 vacancy

Housing Commission (JOINT boards) - 1 vacancy

VILLAGE OF ESSEX JUNCTION

Capital Program Review - 1 vacancy

Planning Commission - 1 vacancy

Green Mountain Transit - 1 vacancy

Zoning Board of Adjustment - 3 vacancies

CCTV Representative - 1 vacancy

Bike/Walk Advisory - 1 vacancy

PLEASE GO TO: [ESSEXVT.BAMBOOHR.COM/JOBS/](https://essexvt.bamboohr.com/jobs/)

**SCROLL TO THE VOLUNTEERS SECTION FOR MORE INFORMATION & TO APPLY
OR EMAIL LMAHNS@ESSEX.ORG WITH YOUR LETTER OF INTEREST**

MEMORANDUM

TO: Select Board, Board of Trustees, & Evan Teich, Unified Manager
FROM: Karen K. Lemnah, Municipal Assessor
DATE: August 19, 2021
RE: **Reappraisal & Common Level of Appraisal (CLA)**

=====

Issue

The issue is a notification of an impending reappraisal by the State as of January 1, 2022.

Discussion

The Town and Village of Essex Junction will be required by statute to conduct a municipal wide reappraisal if the Common Level of Appraisal (CLA), falls below the 85% minimum set in Title 32 sec. 4041a. The current Common Level of Appraisal as of 2021 is 89.05%.

Common Level of Appraisal (CLA): a measure of how close a municipality's local appraisals are to the actual Fair Market Value. The CLA is used to equalize education taxes statewide with the goal of having properties of equal value pay equal amounts of school taxes. VT municipalities must reappraise the properties in their town when the CLA falls below 85% or rises above 115% ([32 V.S.A. § 4041\(a\)](#)). A town's CLA has no effect on the amount of property taxes owed on the town portion of a property tax bill. In VT law, it is "the ration of the aggregate value of local education property tax Grand List to the aggregate value of the equalized education property tax Grand List." ([32 V.S.A. § 5401\(3\)](#))

Recommendation

It is recommended that the Essex Town Select Board, Village of Essex Junction Board of Trustees, and Evan Teich, Unified Manager accept this notification of an impending reappraisal.

MEETING SCHEDULES

08/20/2021

TOWN SELECTBOARD MEETINGS		VILLAGE TRUSTEES MEETINGS	
			
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 - Darby		
October 4, 2021—6:30 PM	SB Regular – Darby		
October 12, 2021—6:30 PM	VB Regular – Darby		
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		
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		
January 25, 2022—6:30 PM	VB Regular -- Cathy		

February 7, 2022—6:30 PM	SB Regular
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 meeting
February 28, 2022—6:30 PM	Town Informational hearing
March 7, 2022—6:30 PM	SB Regular
March 8, 2022—6:30 PM	VB Regular
March 21, 2022—6:30 PM	SB Regular
March 22, 2022—6:30 PM	VB Regular -- Cathy
April 4, 2022—6:30 PM	SB Regular
April 6, 2022 – 7:00 PM	Village Informational hearing -- Cathy
April 13, 2022—6:30 PM	VB Regular