



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

Online and 81 Main Street
Essex Junction, VT 05452
Monday, September 27, 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: 769 648 112#
- **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. *Interview and potential appointment: Emily Taylor for Housing Commission
 - b. **Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction
 - c. ***Discussion of personnel
6. **CONSENT AGENDA**
 - a. Consider approval of Resolution for Vermont Community Development Program Recovery Housing Grant (Selectboard only)
 - b. Approve minutes: September 13, 2021 – (Selectboard only); September 20, 2021 - Joint
7. **READING FILE**
 - a. Board member comments
 - b. List of Boards/Committees/Commission openings
 - c. Email from Deb McAdoo re: Resignation from Housing Commission
 - d. Out and About flyer October 2-3, 2021
 - e. Upcoming meeting schedule
8. **EXECUTIVE SESSION**
 - a. * An executive session may be requested to discuss the appointments of public officials
 - b. **An executive session may be needed to discuss negotiation of contracts and agreements between the Town of Essex and Village/City of Essex Junction
 - c. ***An executive session may be requested to discuss the employment of public employees
9. **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: 9/24/2021

Memorandum

To: Town Selectboard, Village Trustees, Evan Teich, Unified Manager
From: Linda Mahns, Administrative Assistant 
Re: Appointment of volunteer to the Housing Commission
Date: September 22, 2021

Issue

The issue is whether the Selectboard and Trustees will appoint a volunteer to the Housing Commission.

Discussion

Emily Taylor has stepped forward for consideration to join the Housing Commission and Emily's letter of interest has been combined with this memo.

For reference, the following seats are vacant:

<i>Committee/Board</i>	<i>Open seats</i>	<i>Term(s) ending</i>	<i>Status</i>
Housing Commission	2	June 30, 2024	Advertised since 7/20/21

The appointment of public officials can be a protected discussion during the interview, provided that the Selectboard and Trustees make a final decision to appoint a public official in an open meeting and shall explain the reasons for its final decision during the open meeting.

Cost

None.

Recommendation

The Selectboard and Trustees may wish to appoint Emily Taylor for the Housing Commission vacancy ending June 30, 2024. If the board members wish to enter executive session, the following motion is recommended:

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

August 13, 2021

Attn: Essex Housing Commission
Re: Current commission vacancy

To Whom It May Concern:

My name is Emily Taylor and I currently work in the Resident Services Department at the Champlain Housing Trust (CHT). The main responsibility of my current position as Resident Services Manager is to provide site-based support to the 68 vulnerable households currently living in CHT's newest permanent housing development, Susan's Place, located on Susie Wilson Road. In addition to Susan's Place, CHT has two additional properties in Essex Junction; another on Susie Wilson Road and various scattered sites in Fort Ethan Allen.

I first started working in the housing field as a Housing Retention Intern for the Burlington Housing Authority (BHA) during my senior year at St. Michael's College in 2016. After interning for one year, I was grateful to accept the position of Resident Services Coordinator for the BHA where I worked for an additional year providing eviction prevention support to vulnerable households in the BHA portfolio and voucher holders in the community. In 2018, I changed paths and worked at Community Action as a housing advocate where I supported households experiencing literal homelessness in obtaining adequate and affordable permanent housing. I then returned to eviction prevention work when I started with the CHT in March 2020 as a Service Coordinator. Over the past 18 months, I have had the honor of assisting in the development of the Resident Services Department through implementing an official onboarding process for new employees, as well as a formal data tracking system, while continuing to support CHT residents and their housing stability.

Through Coronavirus Relief Funds, the CHT was able to purchase and convert the Baymont Inn and Suites to 68 permanently affordable apartments. All 68 households who moved in from literal homelessness between November 2020 and January 2021 were referred to CHT by the local Coordinated Entry system. At CHT, we understand the importance of permanently affordable housing as well as the hardship of Vermont's current housing crisis, and we take pride in working with our local communities to find creative and supportive solutions in response to this crisis, before, during, and after the COVID pandemic.

I am grateful to be considered for the current vacant position on the Essex Housing Commission. I feel strongly that my experience in affordable housing in addition to the trusting and professional relationships I have with CHT's Essex residents will allow me to be a constructive member of the commission as it continues to provide guidance on housing equity, accessibility, and inclusion for all residents.

Thank you for this consideration.

Emily Taylor
Resident Services Manager
Champlain Housing Trust

[REDACTED]
[REDACTED]

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager
Cc: Marguerite Ladd, Assistant Manager; Bill Ellis, Town Attorney; Claudine Safar, Village Attorney
From: Greg Duggan, Deputy Manager
Re: Discussion about and possible executive session for contracts and legal matters regarding Village of Essex Junction's proposed separation from Town of Essex
Date: September 24, 2021

Issue

The issue is for the Trustees and Selectboard to discuss possible agreements for sharing services between the Town of Essex and an independent City of Essex Junction, and whether the Trustees and Selectboard enter into executive session to discuss contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the bodies.

Discussion

Following discussion between the two boards on September 20, 2021 and guidance from the Selectboard, the Town Attorney has provided edits to the following documents:

- Memorandum of Understanding regarding agreements for shared services
- Draft agreement for shared police services
- Draft agreement for shared services of reappraisal

No changes were made to the Right of First Refusal document to purchase the Town Offices at 81 Main St.

Also included in the packet are two memos about cost sharing for a police department: one from Evan Teich and Greg Duggan ("Costs of a shared Police Department," dated September 24, 2021) and one from Sarah Macy ("Indirect costs for police contract").

In order to have a complete and thorough discussion about this topic, it would appear that an executive session would be necessary because the premature disclosure of the information may put the Selectboard and the Town, and/or the Trustees and the Village, at a substantial disadvantage. Contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body can be protected discussions.

Cost

N/A

Recommendation

If the Trustees/Selectboard wish to enter executive session, the following motions are recommended:

Motion #1

"I move that the Trustees/Selectboard make the specific finding that general public knowledge of contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body would place the Town/Village at a substantial disadvantage."

Motion #2

"I move that the Trustees/Selectboard enter into executive session to discuss contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body, pursuant to 1 V.S.A. § 313(a)(1)(A) and (F) to include the Village/Town Attorney [and, if desired, the Unified Manager, Deputy Manager, Assistant Manager and Town/Village Attorney]."

Memorandum

To: Board of Trustees; Selectboard
Cc: Marguerite Ladd, Assistant Manager; Sarah Macy, Finance Director; Ron Hoague, Police Chief; Brad Luck, Essex Junction Recreation and Parks Director
From: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager
Re: Costs of a shared Police Department
Date: September 24, 2021

Issue

The issue is to inform the Trustees and Selectboard about cost sharing options for the Police Department.

Discussion

At the September 20 meeting between the Trustees and Selectboard, the boards asked for information about splitting the cost of a shared Police Department, particularly for the indirect costs of the Police.

This memo, along with an attached memo from Finance Director Sarah Macy, is intended to provide a cost estimate for the police and associated indirect costs, as well as options for sharing those costs.

As described in Ms. Macy's memo, the total direct cost of police services in Essex for fiscal year 2022 is \$4,988,090 (includes police budget, police building budget, workers comp insurance, property insurance, estimated legal costs).

Indirect costs include Finance, IT, Manager, and Human Resources. As Ms. Macy notes in her memo, those indirect costs can be allocated in a number of ways. Ultimately, they will likely come out to 2 percent to 5 percent of the total police budget.

For purposes of estimating total cost, the boards could agree on a flat percentage of administrative costs between 2 percent and 5 percent. The boards could also decide whether to split the direct costs 50/50, or by per capita. Within all of Essex, 48 percent of the population lives in the Village and 52 percent lives outside the Village, according to the 2020 Census.

If the boards cannot agree how to divvy up the cost on Monday night, they should at least have enough information to provide a decent estimate to residents, within approximately \$50,000 of the total cost to each municipality. The boards could continue to finalize details of cost sharing in the coming weeks or months.

The boards may also wish to pursue a contract that allows for a re-evaluation of the cost metrics after the second or third year.

Cost

To be determined.

Recommendation

This memo is informational.

Memorandum

To: Evan Teich, Unified Manager
From: Sarah Macy, Finance Director
Re: Indirect costs for police contract
Date: September 23, 2021

Issue:

The issue is to propose a rough indirect cost method for allocating support services to the police department.

Discussion:

Using FY22 figures, the Town Police department budget is \$4,700,583 and the Town Police Building budget is \$55,600. Additional Police specific costs budgeted for elsewhere include Workers Comp Insurance of \$153,563 in FY22, and Property Insurance of \$58,344 in FY22.

The Police Department has internal support for administrative, finance and IT services which adds a layer of complexity to the calculation. For example, the Police Department posts its own payroll weekly which means it takes less Finance support per employee on payroll than other departments. Police legal costs are aggregated into the general legal budget but were estimated by the Manager to be approximately \$20,000 per year.

In allocating the cost of other departments, notwithstanding the slight skewing of the Police internal administrative support, human resources, finance and information technology could all be reasonably allocated based on number of employees since that is a primary driving factor in those departments. Allocated cost of the manager could be also be based on number of employees for consistency. However, looking at the employee base for just the Town, the police department makes up about 40% of total employees. Knowing that information, allocating by personnel doesn't really pass the reasonableness test. Is the Police department 40% of IT time and costs? Likely not, the IT Director estimated it was 15-20% of IT work. Would IT be better off allocating based on service tickets? And Human Resources on employees? Manager based on number of departments? Finance based on invoice or payroll volume? The allocation of indirect costs suddenly becomes very complicated.

Without going into painful detail about the various cost drivers for the different functions of different support departments, I think that the most reasonable approach is a flat percentage on top of the direct police costs for administrative support annually. Total direct costs including estimated legal for FY22 were \$4,988,090. A starting point for discussion may be 2% - 5%. The following rough estimate was pulled together to show possible costing ranges based on department specific estimates of how much time is spent on police.

Police			
	FY22 Budget	FY22 Budget	Notes on Range:
Direct Costs			
Legal	\$ 20,000	\$ 20,000	
Property Insurance	\$ 58,344	\$ 58,344	
Worker's Comp	\$ 153,563	\$ 153,563	
Police Building	\$ 55,600	\$ 55,600	
Police Operating	\$ 378,807	\$ 378,807	
Police Personnel	<u>\$ 4,321,776</u>	<u>\$ 4,321,776</u>	
Subtotal	\$ 4,988,090	\$ 4,988,090	
Indirect Costs (est.)			
Finance (if not consolidated)	\$ 33,966	\$ 50,949	10-15%
IT	\$ 65,231	\$ 86,974	15-20% of IT work per IT
Manager	\$ 9,541	\$ 19,081	5-10% of Manager
HR Support	<u>\$ 29,196</u>	<u>\$ 46,713</u>	PD is about 25% of the total employee base in the Town + Village; It's 40% if its just the Town and just full time.
Subtotal	\$ 137,932	\$ 203,717	
Total Police	\$ 5,126,022	\$ 5,191,807	
Offsetting police revenue:	<u>\$ (62,200)</u>	<u>\$ (62,200)</u>	
Net Police	\$ 5,063,822	\$ 5,129,607	
Population Split			
48% Village	\$ 2,430,635	\$ 2,462,211	
52% Town	\$ 2,633,188	\$ 2,667,395	

There are other options for pulling the indirect costs but I don't think they would stand up to a cost/benefit analysis. Such methods may include performing an organization wide time study, allocating based on percentage of budget, or allocating based on number of employees. The last two are skewed because of the various support functions imbedded in certain departments and would require year to year adjustment as staffing and budget initiatives change.

My recommendation that the method is based in logic and is as simple to create and recreate as possible for ease of implementation in future years. And that method, in my opinion, is an agreed upon flat percentage between 2% and 5%.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated this _____ day of _____, 202_, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the Village of Essex Junction, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex Junction” or the “Village” and together the Village and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the Village is currently an incorporated Village located within the Town;

WHEREAS, the Village is pursuing separation from the Town with the intention of incorporating as an independent City (“City of Essex Junction” or “City”) pursuant to legislative approval;

WHEREAS, the Town Selectboard and the Village Trustees are working amicably to plan for the Village’s separation from the Town;

WHEREAS, the Town Selectboard and Village Trustees ~~have~~ determined that certain agreements will be necessary between the Town and the City of Essex Junction for purposes such as sharing or purchasing municipal services or operationsto ameliorate the burden on Town Outside the Village taxpayers resulting from the Village’s separation;

WHEREAS, until the effective date of the City’s Charter, there is no authority under which the Village may enter agreements on behalf of the City;

WHEREAS, the Village and the Town desire to prepare these tentative conceptual agreements in advance with the understanding that the current Village Trustees will become the future City Councilors and intend to enter these agreements on behalf of the City, with the understanding that neither Board has the authority to bind future Boards; and

WHEREAS, the Parties now wish to enter into this Memorandum of Understanding regarding the tentative conceptual agreements necessary for separation of the Municipalities and establishment of the City of Essex Junction;

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Village City hereby agree as follows:

1. The Town and Village have prepared the following tentative agreements which are attached as Exhibits to this MOU:
 - a. Contract for Police Services;
 - b. Reappraisal [and Assessor Services](#) Agreement;
 - c. Right of First Refusal for 81 Main Street;
 - d. Stormwater Agreement~~;~~
 - e. [Transition Agreement for Finance and IT](#)~~;~~
 - f. [Indian Brook and EJRP program access](#);
 - g. [Senior Bus and Center](#);
 - h. [Delinquent Taxes](#);
 - i. [Tree Farm Buildings Maintenance](#);
 - j. [Administration Transition \(manager, HR, etc.\)](#)
 - e-k.
2. Should the Vermont Legislature approve the City Charter, the City will enter a transitional period during which the separation of departments, municipal services, and operations will occur. By entering into this MOU the Town does not waive the opportunity to oppose separation or ask for certain conditions during the transition phase at the Legislature and expressly reserves the Town's right to do so. [Should the Vermont Legislature not approve the City Charter during the next legislative session, this MOU shall terminate and have no further force or effect unless extended by mutual agreement of the Parties.](#)
3. The Town and Village intend that the Town and City will enter the above referenced tentative agreements generally consistent with the form of those attached hereto as Exhibits A-__ during the transitional period. While the Town and the Village will work in good faith to execute the agreements, both Parties acknowledge and agree that current Boards may not bind future Boards.
4. The Parties agree to first mediate any dispute prior to submitting the matter to court, provided that a mediator may be obtained within 60 days of when such a dispute arises. The Parties, however, recognize that the contract for Police Services concerns an essential municipal function, and thus, any dispute between the Parties that arises concerning Police Services and which could cause an interruption of police services is emergent and in need of immediate attention by

the court and therefore not subject to a mediation requirement prior to initiating a filing with the court.

5. This MOU may be amended or modified by mutual written agreement of the Parties.
6. Any notice required under this MOU shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party.

To Town of Essex: Municipal Manager
81 Main Street
Essex Junction, VT 05452

To Village of Essex Junction: Municipal Manager
2 Lincoln Street
Essex Junction, VT 05452

14. This MOU shall be governed by the laws of the State of Vermont. All rights and remedies provided by this MOU or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this MOU. If any provision of this MOU shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
17. Neither party shall assign this MOU or any interest hereunder without the written approval of all of the Parties, with the exception that the rights and obligations of the Village of Essex Junction shall flow to the City of Essex Junction once it has been established. This MOU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
18. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this MOU, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 202__.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Police Services Agreement

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the Town of Essex, a Vermont municipality located in Chittenden County, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the duly elected Town Selectboard and City Council have general supervisory authority over affairs of their respective Municipality; and

WHEREAS, the Essex Police Department (“Essex PD”) has provided police services, including law enforcement, protection, community justice, dispatch, and emergency services (collectively described as “Police Services”) to the Town, including the former Village of Essex Junction; and

WHEREAS, the Police Services provided by Essex PD serve the public good and fulfill an essential municipal function; and

WHEREAS, it is the mutual goal of the Municipalities that the Essex PD serve the citizens of both communities and maintain their trust and support; and

WHEREAS, the Town is willing to provide the City Police Services on the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties now wish to enter into this Agreement for the Town to provide Police Services of the Essex PD to the City of Essex Junction;

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. Term.

The Initial Term of this Agreement shall be ten (10) years. This Agreement shall automatically renew for another five (5) years (Extended Term) at the conclusion of the Initial Term unless either Party terminates the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 11 herein) or enter into a new or revised agreement. This Agreement may continue to renew for an unlimited number of Extended Terms.

2. Agreement Review.

The Parties hereby agree to review this Agreement if requested by either Party in either a joint meeting of the Selectboard and the City Council or a meeting of their representatives. The Parties shall meet to review this Agreement on the third anniversary of its effective date, and every three years thereafter, or upon the occurrence of a material event.

3. Cost and Payment.

The City shall be assessed the cost of the Police Services by calculating, on a per capita basis, its share of the direct and indirect costs and expenses for maintaining the Essex PD as set forth in the Town's approved annual budget. The City agrees to pay the Town the assessed cost for the Police Services described herein based upon the Town's approved annual budget on a quarterly basis. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, workers compensation insurance, property & casualty insurance, liability insurance, training, vehicles, technology, communications; as well as costs associated with operating the police facility to include, but not be limited to, heat, electricity, water and sewer, and buildings and grounds. The indirect costs shall include: -administration costs, human resources costs, Information Technology (IT) costs, ~~and~~ finance costs and other mutually agreed upon costs. The per capita basis shall be reassessed every ten years when new census data is released by the US Census Bureau.

If an audit ~~reveals is conducted and~~ a discrepancy ~~is found~~ in what was paid by the City and what actual costs should have been paid on a per capita basis, then the City shall be either credited any amount overpaid during the ensuing fiscal year, or the City shall make payment on any underpayment in the next fiscal year as part of its quarterly installments. The Town will endeavor to ~~make~~ all reasonable efforts to stay within any approved budget.

An anticipated fee for Police Services shall be provided by the Town to the City in advance of any City budget meeting such that the City may include the costs of these services in its budget. The Town shall provide the City a detailed Police Services budget that, at a minimum, shall include revenue and expenses for the Police Services to be provided.

Upon request and with reasonable advance notice, a Town representative familiar with the proposed budget shall appear at any City Council meeting where there will be a discussion of the budget to answer any questions that the Council may have. The Town shall make expenditures consistent with the Police Services budget as presented and approved. The Town will advise the City of any material changes to an approved budget. For purposes of this agreement, a material change shall be a change of more than ten percent (10%) of the approved budget.

The Municipalities recognize that a natural disaster (defined as a major, adverse, naturally occurring event such as a flood, wildfire, earthquake, hurricane or tornado) impacting the Municipalities may cause the Essex PD to exceed budgeted operating revenues. The Town agrees to apply for any possible State or Federal grant funding that may be available to cover budget overruns that arise out of a natural disaster.

4. Level of Service; Changes in Service.

The Town shall provide the City with all of the following "Police Services": (1) 24-hour, 365-days per year police protection, response, prevention, law enforcement, investigation services, education, emergency response services (generally referring to action taken in response to an unexpected and dangerous occurrence in an attempt to mitigate its impact on people, property or the environment. Emergency situations can range from natural disasters to hazardous materials problems, transportation incidents and a wide range of manmade emergencies.), animal control, community justice, and dispatch services. Dispatch services shall include for Essex Rescue, Essex Junction Public Works, and Essex Junction Fire Department.

The Town will include in the annual budget for Police Services ~~funds Six Thousand Dollars (\$6,000.00)~~ for special event services that are planned in advance. For special events that are not planned in advance and require overtime pay, the Municipality hosting such event shall be responsible for payment of those overtime costs. to be split evenly between the Town and the City. Once a Municipality expends its allocation, the Municipality hosting the special event will be responsible for payment of amounts that exceed the allocation.

In the event that the Town seeks to modify the agreed upon level of service, either by increasing services provided, eliminating an existing service, or if the Essex PD seeks to expand services into another municipality, the Town shall provide the City with a written description of the proposed change(s) and the rationale for the same. The Parties shall meet at a joint meeting of the Selectboard and City Council to discuss the budgetary and other consequences of any proposed change. No change in the agreed upon level of service shall occur within the fiscal year when the change is first proposed. If the Town changes the level of service that benefits the Town only, the City will not be responsible for payment towards the costs of such service.

5. Personnel Management

All equipment and personnel necessary and proper for the performance of this Agreement shall be provided by the Town and all persons providing the Police Services shall be subject to the exclusive control, direction and supervision of the Town.

The Chief of the Essex PD ("Police Chief") shall be an employee of the Town and shall be supervised by the Town Manager. However, the Town Manager ~~shall~~^{may} seek input from the City Manager in the evaluation of the Police Chief and in the hiring of any new Chief. The Town Manager ~~shall~~^{may} also accept input ~~from~~ and cooperate with the City Manager. Minimally, the Police Chief, Town Manager, and City Manager ~~shall~~^{may} meet at least once every six months to discuss the status, quality and execution of Police Services by the Essex PD.

The Police Chief and City Manager shall cooperate in the creation, modification and execution of any City emergency response plans. The Chief shall have control over the execution of the emergency response plan.

6. Equity Inclusion Group.

The Town agrees to consider the recommendations of the Equity Inclusion Group. Should ~~the Town form~~ a Police Advisory Board ("Advisory Board") ~~be formed~~ in the future, the City shall be afforded reasonable representation on the Advisory Board.

7. Insurance.

The Essex PD shall at all times be covered under the Town's general municipal liability insurance policy.

8. Compliance with Law.

The Essex PD shall at all times comply with all local, state, and federal laws, ordinances, orders and regulations in connection with its operations.

9. Necessary Actions.

The Town and the City hereby agree to take or cause to be taken such further actions, if any, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.

10. Bond.

The City shall continue to make payments, in the same manner as has been historically made, with the tax rate being established based on the budgeted bond payment for the year spread across the combined grand list of the two municipalities, on the Bond for the police station issued by the Vermont Municipal Bond Bank, 2017 Series 4 Refunding Bonds, in the current approximate total outstanding amount of Six Million One Hundred Forty-Six Thousand Six Hundred Eighty-Nine Dollars (\$6,146,689.00). This obligation shall continue notwithstanding termination of this Agreement.

11. Termination.

A Notice of Intent to Terminate this Agreement must be delivered to the other Party Three (3) Years Prior to the end of either the Initial Term or Extended Term. Should one Party notify the other that it intends to terminate this Agreement, then the Parties agree to enter into a mediation with an agreed upon mediator. The Parties shall split the costs of the mediator, but otherwise bear their own costs of the mediation, including their attorneys' fees. The Parties shall mediate in good faith.

This Agreement may also automatically terminate upon any of the following events:

- a. The dissolution or insolvency of either of the Municipalities; or
- b. The Parties enter into a new written agreement which expressly supersedes this Agreement.

12. Effects of Termination

Upon the termination of this Agreement all obligations of the Parties shall cease except for those obligations created by or pursuant to Section 10.

13. Amendment.

This Agreement may be amended or modified by mutual written agreement of the Parties.

14. Notice.

Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

To the Town of Essex: Town of Essex
Town Manager
81 Main Street
Essex Junction, VT 05452-3209

To City of Essex Junction:
City of Essex Junction
City Manager
2 Lincoln Street
Essex Junction, VT 05452

15. Governing Law; Severability

This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

16. Disputes.

In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.

17. Entire Agreement.

This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

18. Assignment; Binding Agreement.

Neither party shall assign this Agreement or any interest hereunder without the written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

19. No Waiver.

No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

20. Captions.

The captions or marginal words are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provisions hereof.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

REAPPRAISAL AND ASSESSOR SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 202__, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in County of Chittenden and State of Vermont, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, pursuant to 32 V.S.A. § 4041a, the Town has collected state reappraisal funds for properties located in the Town as well as for those now located within the City;

WHEREAS, the Town agrees to oversee and conduct a reappraisal for properties located in the Town and City using these reappraisal funds;

WHEREAS, the Town agrees to initiate and manage the upcoming reappraisal through its Office of Assessor pursuant to 32 V.S.A. § 4041a;

WHEREAS, if the reappraisal funds are not sufficient to fully fund the upcoming reappraisal, the Town and City shall each contribute additional funds in proportion to each Municipality’s percentage of parcels;

WHEREAS, if there are residual funds in the Town’s reappraisal fund once the upcoming reappraisal is completed, the residual funds will be distributed to the City and Town in proportion to each Municipality’s percentage of parcels if lawful;

WHEREAS, the City agrees to continue to contribute towards fifty percent (50%) of the costs of the Town’s Office of Assessor based upon its percentage of parcels until the upcoming reappraisal is complete and the appeal process has concluded; and

WHEREAS, the Parties now wish to enter into this Reappraisal and Assessor Services Agreement;

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. The Town shall use the existing reappraisal funds to conduct the upcoming reappraisal of all properties located within the Town and the City.
2. The Town shall initiate and manage the upcoming reappraisal pursuant to 32 V.S.A. § 4041a, unless the Parties mutually agree otherwise.

3. The reappraisal fund balance (“Reappraisal Balance”) shall be determined as of the date of the last payment by the State pursuant to 32 V.S.A. § 4041a to the Town which includes payment for parcels now located in the City.
4. If the Reappraisal Balance is insufficient to fund the upcoming reappraisal, the Town and City shall contribute additional funds in proportion to each Municipality’s percentage of parcels.
5. The additional funds shall be due thirty (30) days after receipt of a detailed accounting and invoice.
6. If residual funds remain in the Reappraisal Balance at the conclusion of the upcoming reappraisal, the residual funds shall be distributed to the Town and City in proportion to each Municipality’s percentage of parcels if lawful.
7. The residual funds shall be disbursed with a detailed accounting of the disbursement within thirty (30) days of the final payment for the upcoming reappraisal.
8. The City Board of Authority shall hear and address any tax appeals that arise from the reappraisal for properties that are located within the City.
9. ~~The City will continue to contribute fifty percent (50%) towards the cost of the Office of the Assessor based upon is percentage of parcels until such time the upcoming reappraisal is completed, and the appeal process with respect to any parcels located within the City has concluded. At that time the City may establish its own office of assessor or continue to share assessor services with the Town pursuant to a mutually acceptable agreement.~~
9. The Town and City hereby agree to take or cause to be taken such further actions, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.
10. This Agreement may be amended or modified by mutual written agreement of the Parties.
11. Any notice required under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party.

To Town of Essex:

Town of Essex
Town Manager
81 Main Street
Essex Junction, VT 05452

To City of Essex Junction: City of Essex Junction
City Manager
2 Lincoln Street
Essex Junction, VT 05452

12. This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
13. Neither party shall assign this Agreement or any interest hereunder without the written approval of ~~of~~ the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
14. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 202__.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Memorandum

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

Cc: Marguerite Ladd, Assistant Manager

From: Greg Duggan, Deputy Manager

Date: September 24, 2021

Issue

The issue is whether the Trustees and Selectboard will enter into executive session to discuss the employment of public employees.

Discussion

In order to have a complete and thorough discussion, it would appear that an executive session may be necessary. The employment of a public employee can be a protected discussion, provided that the public body make a decision to hire a public employee in an open meeting.

Cost

N/A

Recommendation

If the Trustees/Selectboard wishes to enter executive session, the following motion is recommended:

“I move that the Trustees/Selectboard enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Selectboard/Trustees, Village Attorney, and Town Attorney [and, if desired, the Unified Manager, Deputy Manager, and Assistant Manager].”

**TOWN OF ESSEX
SELECTBOARD MEETING MINUTES
Tuesday September 13, 2021**

SELECTBOARD: Andy Watts, Chair; Patrick Murray, Vice Chair; Tracey Delphia; Dawn Hill-Fleury;

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Ann Costandi, Director of Stormwater Operations/Staff Engineer; Greg Duggan, Deputy Manager; Ron Hoague, Chief of Police; Robert Kissinger, Police Lieutenant; Dennis Lutz, Public Works Director; Aaron Martin, Town Engineer / Utilities Director

OTHERS PRESENT: Katie Ballard; Bob Burrows; Kevin Collins; Bryan Davis; Patty Davis; Amy Demetrowitz; Erin Dickenson; Steve Dowd; Betsy Dunn; Erin Ennis; Maureen Gillard; Kent Koptiuch; Rachael Lizotte; Israel Maynard; Deb McAdoo; David Riegel; Angel Segarra; Ken Signorello; Margaret Smith; Mike Thorne; Irene Wrenner; Lorraine Zaloom; Sharon Zukowski; Nicole; RM

1. CALL TO ORDER

Mr. Watts called the Essex Selectboard to order at 6:30 PM.

2. AGENDA ADDITIONS/ CHANGES

There were no additions or changes to the agenda.

3. AGENDA APPROVAL

With no additions or changes to the agenda, approval was not required.

4. PUBLIC TO BE HEARD

a. Comments from Public on Items Not on Agenda

Mr. Watts explained how speakers could maintain civility during this agenda item.

Mr. Koptiuch said he was disappointed that the Essex Selectboard meetings do not begin with the Pledge of Allegiance. He also said he was appalled that the American flag was not on the Town of Essex flagpole over the weekend. He talked about his firefighting experience and suggested that an Essex Fire Department ladder truck could have been used to fix the flagpole in time for September 11. He said he wanted someone to take responsibility for this mistake. Mr. Duggan apologized for poor planning and acknowledged bad timing with fixing the flagpole. He said it was an oversight that should not have been missed and said the flag would be back in a couple of days.

Ms. Dunn asked whether community members could attend cannabis committee meetings. Mr. Duggan said the meetings are currently internal, but the committee plans to get public input.

Ms. Lizotte asked Mr. Watts to address the meaning of a quote he gave to VTDigger. Mr. Watts said it was a misquote, based on lack of context. He clarified that he meant staffing structure discussions are not public so staff persons do not worry about job security.

Ms. Post asked when the Selectboard knew about contention between the heads of the Essex Recreation Departments. Mr. Watts suggested she submit a public records request for this information.

Ms. Delphia suggested the Selectboard plan a discussion about the Pledge of Allegiance issue.

5. PUBLIC HEARING

a. Public hearing about application to the State of Vermont for a Recovery Housing Program Grant (2021) under the Vermont Community Development Program

Mr. Watts opened the public hearing at 6:45 PM. Mr. Duggan introduced the issue of submitting a Recovery Housing Program Grant to the Vermont Community Development program. He said that two years ago the Selectboard approved a similar request but funding was not yet secured.

Mr. Riegel, Executive Director of Vermont Foundation of Recovery, and Ms. Demetrowitz, Chief Operating Officer of the Champlain Housing Trust, talked about their organizational partnership and proposal to apply to the State of Vermont for a Recovery Housing Program Grant (2021) under the Vermont Community Development Program. They explained that the application would need to be submitted by the Town of Essex on behalf of Champlain Housing Trust and Vermont Foundation of Recovery by September 21. Mr. Riegel gave an overview of the three buildings included in the project. He said one of the recovery homes, for men, is already fully housing people and another home, for women, is partially operating and occupied. He said the middle building would be used for transition apartments which could include families recovering together. They said funding from this grant would be used to reconfigure the apartments and make repairs. They discussed the project's other funding sources and the project timeline. They said they that since beginning the process of converting the facilities to recovery housing homes, the police have received no emergency calls to the residences. They said renovations would begin January and residents would be shuffled in order to complete them.

The Selectboard members discussed the project and request with Mr. Riegel and Ms. Demetrowitz. Ms. Hill-Fleury asked how neighbors have responded to the project so far and Mr. Riegel said that neighbors let him know they support the project. Mr. Murray asked if some of the grant would be spent on municipal infrastructure and Ms. Demetrowitz said \$50,000 would be used to improve stormwater facilities near the houses.

Ms. Smith said when the project was originally presented, people were concerned about the residents living in the buildings who needed to move out in order to make room for the project. She asked if this process was successful. Ms. Demetrowitz said the process of relocating residents was slow, respectful, and successful, and in accordance with federal law.

Ms. Ballard, Chair of the Essex Housing Commission, read a letter explaining the Housing Commission's position regarding the project. The letter said the Housing Commission unanimously supports the project because it is consistent with their goal of providing a diverse portfolio of housing options in Essex. They also support it because the project benefits the nonprofits and residents involved.

DAWN HILL-FLUERY made a motion, seconded by TRACEY DELPHIA, to close the public hearing. The motion passed 4-0 at 7:00 PM.

6. BUSINESS ITEMS

a. Consider approval of application to the State of Vermont for a Recovery Housing Program Grant (2021) under the Vermont Community Development Program

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, that the Selectboard authorize staff to work with Champlain Housing Trust to submit an application to the State of Vermont for a Recovery Housing Program Grant (2021) under the Vermont Community Development Program. The motion passed 4-0.

b. *Interview and potential appointment: Stephen Dowd, Conservation and Trails Committee (CTC)

The Selectboard members interviewed Mr. Dowd. Mr. Watts invited him to explain why he wanted to serve on the CTC. Mr. Dowd talked about his experience teaching at the Essex High School and the Center for Technology and said he worked closely with the natural resources program at the Center for Technology. Mr. Dowd said he was familiar with the trails since he used them when coaching cross country. He said he coordinated the cross-country team to clean up Indian Brook Road Park. Mr. Dowd said he is also a regular hiker of Saxon Hill. Mr. Dowd shared his interest in engaging the Center for Technology Forestry Department in local forestry and tree-labeling efforts. He described Indian Brook as a gem and expressed his interest in protecting and improving it. Ms. Hill-Fleury asked what portion of the conservation plan he supported. Mr. Dowd said he wanted to ensure responsible foresting and find ways to address the issue of algae blooms. Mr. Murray said he liked the idea of connecting the Center for Technology to local conservation efforts. Mr. Watts asked if Mr. Dowd had attended any of the Conservation and Trails meetings. He said he attended meetings and contributed to discussions.

Mr. Watts said there were several other applicants for seats on this committee and the appointment would take place after all candidates are interviewed.

c. *Interview and potential appointment: Ken Signorello, Conservation and Trails Committee (CTC)

The Selectboard members interviewed Mr. Signorello. Mr. Watts invited him to explain why he wanted to serve on the CTC. Mr. Signorello said he attended a recent CTC meeting and thought he could offer a lot, based his background in forestry. He said he believed his suggestions could be well received. Mr. Signorello said he considered serving on the committee when a Selectboard member suggested he volunteer. Mr. Signorello thought his experience would fill a gap because other members may be more invested in the trails than in conservation. Mr. Murray said that, in the past, Mr. Signorello had called staff competency into question and asked Mr. Signorello if this would continue if he served in this position. Mr. Signorello denied that he called staff competency into question. Mr. Watts asked Mr. Signorello what conservation efforts he thinks have not been given enough attention. Mr. Signorello said he was concerned about invasive species like gypsy moths. He suggested that they could do a survey to find locations of egg masses in order to address this issue. He also talked about concerns about the emerald ash borer and knot weeds. Ms. Hill-Fleury requested that Mr. Signorello define forest biometry, from his letter of interest. Mr. Signorello said this is the measurement, graphing, and statistics study of nature elements.

d. Presentation and discussion of potential changes to Public Nuisance Ordinance

Lieutenant Kissinger introduced the Public Nuisance Ordinance for discussion with the Selectboard. He explained that it was drafted in response to various incidents over the past years which had not been backed by ordinance, including noise complaints; disorderly conduct; alcohol – open containers; public urination; and solicitation. Mr. Duggan explained the process of adopting an ordinance and requested that the Selectboard share initial impressions. Ms. Hill-Fleury asked how the ordinance lines up with others. Lt. Kissinger said the ordinance would allow officers to have conversations or take civil action to address these issues. Chief Hoague clarified that the proposed ordinance would be in line with the Village ordinances. Mr. Murray asked for clarification about the issue of falsifying breeds of dog, as noted in the ordinance. Lt. Kissinger said this happens most often at shelters with dogs that are hard to place. He talked about how the six foot leash portion of the dog ordinance may help address issues in Saxon Hill Dog Park's parking lot.

Ms. Delphia wondered why the nuisance offences would be recalibrated at the beginning of the calendar years and Lt. Kissinger said this is set by the legislature. Mr. Watts mentioned resident concerns about noisy cars and vehicles and wondered if a sound meter would be used to enforce

this part of the ordinance. Lt. Kissinger said a sound meter is not required for vehicles, but the department's sound meters may be used for other incidents. Mr. Watts and Ms. Delphia spoke with Lt. Kissinger about which car/vehicle sounds would be addressed by this ordinance. They talked about intentional and unintentional variations and Lt. Kissinger said the ordinance would allow for education and action with repeat offenders. Mr. Watts wondered why the ordinance has criteria for "potentially vicious" dogs. Lt. Kissinger said this would allow police to track patterns of dog behavior to determine if they may be vicious. Mr. Watts wondered what specific problem was being addressed with the open container section of the ordinance. Lt. Kissinger said they would look at all aspects of the community but said this mostly would address incidents when people leave venues with open alcohol. Mr. Watts wondered if the ordinance addresses bias and Lt. Kissinger said the ordinance's enforcement would allow them to better incidents to identify potential bias and address it with officers.

Ms. Smith said she hoped the ordinance would address issues with some dog owners who tend to not leash in the parking lot of Indian Brook Park. She also expressed concerns about loud mufflers at a nearby stoplight. She wondered if the ordinance could include an alcohol and marijuana clause. Lt. Kissinger discussed challenges with determining regulatory levels at this time.

Ms. Davis hoped the ordinance would prevent dog attacks and gave an example of an off-leashed dog she said was attacked by other dogs because it inadvertently went onto private property from Saxon Hill. She wondered if the ordinance would support installing wayfinding signs on Saxon Hill. Mr. Teich said he would talk to Ms. Vile in Parks and Rec about wayfinding signs.

Ms. Post said she supports the dog leashing section of the ordinance because she knows of a young girl who was bitten. She shared her concern that the open beverage section of the ordinance may result in unnecessary targeting of certain groups or certain aged people.

Ms. Zaloom wondered if the definition of public urination/defecation would include public urination on private property. Lt. Kissinger said the definition only pertains to public places, not residential.

Mr. Duggan said he would warn a meeting for public discussion and then final passage.

e. **Consider approval of preferred alternative for scoping study for improved pedestrian facilities and stormwater infrastructure on Tanglewood Drive**

Ms. Costandi introduced the scoping study of Tanglewood Drive, conducted by Stantec, and their suggestions to improve pedestrian facilities and stormwater infrastructure. Mr. Maynard presented the study and proposed alternatives. His presentation included an introduction of the project team; the project background and map area; the project study focus; Tanglewood's existing conditions; the purpose and need for the project; a list of suggested alternatives; and an overview of the extensiveness of each alternative along a matrix.

The Selectboard discussed the study and preferred alternative with Mr. Maynard and Mr. Lutz. Ms. Hill-Fleury wondered what justified the inclusion of a speed table in the suggested alternative, number 5. Mr. Maynard described the speed concerns due to the road's straight, wide design. Ms. Delphia wondered if other traffic calming measures, like bump outs and crosswalks, were considered. Mr. Maynard said the preferred alternative would include narrower striping on the road. He said Alternative 2 would make the road narrower, but this idea was not received well by residents. He said crosswalks were not considered because there are no pedestrian facilities. He said bump outs were considered but they could have a negative impact on the drainage system. Ms. Delphia asked if the grant application would be received negatively because there are no pedestrian facilities on the road. Mr. Lutz said it would not. Mr. Murray wondered why the wide

width of the road is necessary. Mr. Lutz explained that the wide road width would facilitate emergency access, but striping will provide wide pedestrian sections in the road. He detailed various elements of the project that would take place over four to five years. Mr. Watts wondered if the stormwater infrastructure plan took into consideration greater rainfall patterns due to climate change. Mr. Maynard said the State's Stormwater Management Manual was updated to take this into account by increasing flows based on new projections, and this project design was based on state guidance. Mr. Lutz discussed the impact of the location's elevation-drop on erosion.

Ms. Dunn said, as a resident who lives in the area of the project, she approves of alternative 5. She said residents requested maintaining the 40-foot width of Tanglewood Drive with measures to slow traffic, because it is the only access to over 120 homes and it needs to be wide enough for emergency access. She discussed other road sections around the project that will not be addressed by the project but should be in the future.

Mr. Ennis, also a resident of Tanglewood Drive requested more information on why speed tables were chosen to address the speeding issue. Mr. Lutz said speed bumps are not always effective but the longer and wider surface of speed tables slow traffic down better.

Ms. Post said speed is a constant issue and wished stop signs were chosen to slow down traffic. She said Tanglewood must be a wide road because it is the only way in and out. She said sidewalks would have resulted in limited pedestrian access during the winter because snow would be plowed onto the sidewalks.

Mr. Post thanked everyone the discussion of this issue. He said that the developer of this area made Tanglewood Drive a 40 foot road to justify not having to install a second exit with continued expansions. Mr. Post also said he was happy to try the speed table strategy to slow down traffic.

TRACEY DELPHIA made a motion, seconded by PATRICK MURRAY, that the Selectboard endorse Alternative 5 as the preferred alternative for the Tanglewood Scoping Study and allow staff to move forward with implementation. The motion passed 4-0.

f. Presentation of and potential action on speed limit study on Osgood Hill Road

Mr. Lutz presented results of a speed study of Osgood Hill Road which recommends the Selectboard take no action to change the posted speed of 35 mph. He explained the standards and basic elements of the traffic study. He said there was a delay in doing the study until after construction equipment on the road was removed. Mr. Lutz said that the average speed on the road during the traffic study was 35, which validates the current speed. He said the fastest speeds, however, were 85 and 71 miles per hour. He suggested greater enforcement of speeding on this road and said the speed study data was sent to the police. He suggested that residents notice and report to police what times of day people are speeding. The Selectboard members thanked Public Works for this traffic study.

Mr. Koptiuch agreed with Mr. Lutz that the speed limit is appropriate on Osgood Hill Road but that there needs to be more enforcement of people speeding. Mr. Teich said he would talk with police but encouraged residents to call in if they recognize speeders.

g. Consider approval of Retainer Contract method of procurement for all projects \$39,999 and under

Mr. Martin introduced the issue of whether the Selectboard would adopt a new method of contract procurement. He said that, after the 2019 Halloween storm, FEMA relayed that Essex's method for procuring contracts would no longer be approved for FEMA projects. He explained that the proposed Retainer Contract method would solidify a list of approved organizations to contact with

for work. He said the method would still include a bidding process from the approved contractors. Mr. Martin suggested that the method would help avoid long bidding times during emergencies. He said they would secure 2-year retainer contracts, the Town would issue statements of work to receive their pricing offers.

The Selectboard members discussed the contract method with Mr. Martin. Ms. Delphia wondered how often the retainer contracts would be reviewed. Mr. Martin said they would be reviewed every 2 years. She also asked Mr. Martin whether this method would be used for all contracting or just for emergencies. Mr. Lutz explained how this contracting process streamlines their ability to work with familiar, trusted organizations who have the capabilities required for projects. Ms. Hill-Fleury wondered if this method would give preference to local contractors but Mr. Martin said it would need to go out to everyone.

Mr. Koptiuch wondered if the retainer contracts would stipulate that the Town would provide a certain amount of work to the contractors. Mr. Martin said this would not be the case and, instead, statements of work would go to approved contractors then agreements would be first-come first-served, for the most part.

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, that the Selectboard approve the retainer contract method of contract procurement for all projects under \$39,999 and under. The motion passed 4-0.

h. Discussion about appointment of new Selectboard member

Mr. Duggan updated the Selectboard members on the proposed interview process for a new Selectboard member and said interviews would be scheduled for October 5. He asked if the Selectboard would utilize the interview questions they asked candidates in the past or if they wanted to update them. He recommended 15-minute interviews per candidate. Mr. Watts reminded people that the deadline to submit a letter of interest for the position is September 20. The Selectboard members discussed whether questions should be available before the interviews and decided they should be. They discussed whether or not to allow candidates to stay in the room during interviews. They decided candidates could stay but Ms. Hill-Fleury cautioned that this may sway their answers. Mr. Duggan said he would have the Equity Committee review the questions and consider changes. He said they can review the questions again and assign them at the Selectboard's Monday meeting before the interviews. Mr. Teich stressed the importance of consistency with questions for all candidates.

i. **Legal discussion on Village of Essex Junction's proposed separation from Town of Essex

This agenda item took place in Executive Session 9b.

j. *Discussion of personnel**

This agenda item took place in Executive Session as 9c.

7. CONSENT ITEMS

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, to approve the Consent Agenda:

a. Consider approval of public hearing warning for survey of Fleury Road

- To approve the warning for a public hearing to approve the survey of Fleury Road for the October 18, 2021 Selectboard meeting.

b. Approve minutes: August 17, 2021, August 23, 2021 - Joint

c. Check Warrants: #17899 – 8/23/21; #17901 – 8/27/21; #17903 – 9/3/21; #17905 – 9/10/21

The motion passed 4-0.

8. READING FILE

a. Board member comments

- There were no board member comments at this time.

b. Memo from Public Works re: Stormwater Management related to Separation Discussion

c. Memo from Jennifer Knauer re: Summary Notes from “Town of Essex Public Forums” held on August 4th, 6th, and 21st

d. Thank you note from Essex Jericho Underhill Food Shelf

e. List of Boards/Committees/Commissions vacancies

f. Upcoming meeting schedule

9. EXECUTIVE SESSION

a. *An executive session may be requested to discuss the appointments of public officials

b. **An executive session may be requested to discuss legal matters and contracts

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, that the Selectboard make the specific finding that general public knowledge of confidential attorney-client communications made for the purpose of providing professional legal services to the body would place the Town at a substantial disadvantage. The motion passed 4-0 at 9:05 PM.

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, that that the Selectboard enter into executive session to discuss confidential attorney-client communications made for the purpose of providing professional legal services to the body, pursuant to 1 V.S.A. § 313(a)(1)(F) to include the Unified Manager and Deputy Manager and Town Attorney. The motion passed 4-0 at 9:06 PM.

c. *** An executive session is anticipated to discuss the employment of public officials

TRACEY DELPHIA made a motion, seconded by PAT MURRAY, that the Selectboard enter into executive session to discuss the employment of a public employee in accordance with 1 V.S.A. Section 313(a)(3), to include the Unified Manager, Deputy Manager, Assistant Manager, and HR Director. The motion passed 4-0 at 9:06 PM.

Dawn Hill-Fleury made a motion, seconded by Patrick Murray, to exit executive session. The motion passed 4-0 at 10:58 p.m.

10. ADJOURN

Dawn Hill-Fleury made a motion, seconded by Tracey Delphia, to adjourn. Motion passed 4-0 at 10:58 p.m.

Respectfully Submitted,
Cathy Ainsworth
Recording Secretary

Approved this _____ day of _____, 2021
(See minutes of this day for corrections, if any)

363 Tracey Delphia, Clerk, Selectboard

**VILLAGE OF ESSEX JUNCTION TRUSTEES
TOWN OF ESSEX SELECTBOARD
SPECIAL MEETING MINUTES
Monday, September 20, 2021**

TRUSTEES: Andrew Brown, President; Raj Chawla, Vice President; Dan Kerin; Amber Thibeault; George Tyler

SELECTBOARD: Andy Watts, Chair; Patrick Murray, Vice Chair; Tracey Delphia; Dawn Hill-Fleury

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Brad Luck, Essex Junction Recreation and Parks Director

OTHERS PRESENT: Paul Austin; Danielle Brown; Bob Burrows; Kevin Collins; Annie Cooper; Erin Dickinson; Bill Ellis, Town Attorney; Maureen Gillard; Micah Hagan; Gina Halpin Barret; Barbara Higgins; Deb McAdoo; Claudine Safar, Village of Essex Junction Attorney; Angel Segarra; Kristen Shamis, Village of Essex Junction Attorney; Ken Signorello; Margaret Smith; Dennis Thibeault; Mike Thorne; Irene Wrenner; Sharon Zukowski; RM

1. CALL TO ORDER

Mr. Watts called the Town of Essex Selectboard meeting to order at 6:32 PM.

Mr. Brown called the Village of Essex Junction Board of Trustees meeting to order at 6:32 PM.

2. AGENDA ADDITIONS/ CHANGES

There were no changes to the agenda.

3. AGENDA APPROVAL

With no changes to the agenda, approval was not required.

4. PUBLIC TO BE HEARD

a. Comments from Public on Items Not on Agenda

There were no comments from the public at this time.

5. BUSINESS ITEMS

a. *Discussion of tentative agreements about shared services between Town of Essex and independent City of Essex Junction

The Selectboard members and Trustees reviewed the most recent drafts of the the tentative agreements about shared services between the Town of Essex and the independent City of Essex Junction. The Trustees suggested revisions and discussed with the Selectboard members assumptions behind their suggested changes.

Draft Memorandum of Understanding (MOU) regarding agreements for shared services:

Referencing the Selectboard's changes to language in the fourth and sixth "WHEREAS", sections, the Trustees discussed their concerns that the draft MOU document's additions of the word "conceptual" walk back on substantial agreements and specificity. They talked about how this document could help inform the process of getting a charter through the Vermont Legislature. Mr. Brown asked why the last portion of the fourth "WHEREAS" was crossed out, and why additional language, on the sixth "WHEREAS," was added. Mr. Watts said the Selectboard's changes addressed their concerns about not wanting to bind a future board's ability to legislate and to clarify that this agreement would only be in effect if the separation vote and charter passes. Mr. Chawla wondered if, instead of utilizing the Selectboard's proposed language, there could be a section to clarify that the municipalities would only enter into the agreement upon approval of the

54 charter by the Legislature. Ms. Thibeault agreed with this suggestion. Mr. Watts said the drafting
55 timeline would not allow for in-depth conversations about this and Mr. Brown suggested the
56 Selectboard confer with their attorney. Mr. Watts said he was struggling with whether the
57 agreement should be for ten years or if, instead, they should sign the agreement once a City is in
58 place. The Village's legal counsel, Ms. Safar, said that a document can be signed off on even if it
59 states that it is conceptual, but the Selectboard's suggestions weakened the document. Mr.
60 Murray said that the Selectboard did not intend for the document revisions to be antagonistic. He
61 said that they wanted to acknowledge this type of process has not been done in one hundred
62 years and is uncertain. Ms. Hill-Fleury agreed. Mr. Tyler also agreed that this is a once in a
63 century event but he encouraged the board members to refer to a local example of how this
64 agreement may work by considering the Essex Junction Wastewater Treatment plant's Tri-Town
65 Agreement between Essex Junction, Essex, and Williston. Mr. Tyler suggested changing the word
66 "conceptual" to "tentative" in the sixth "WHEREAS." Mr. Chawla added that it could say "tentative
67 pending legislative approval."
68

69 Mr. Watts said he would like the agreement to mention Stormwater and clarify the transition plans
70 for Finance, Assessor, and IT. He said he would like there to be a discussion about the Indian
71 Brook access, Town residents being able to access EJRP programs and how to manage the Tree
72 Farm. He wondered if the City would have its own Health Officer and Deputy Health Officer. He
73 also asked if they would be hiring a City Manager. He wondered if the City would pick up the
74 Green Mountain Transit (GMT) routes.
75

76 Mr. Tyler said he assumed GMT would be part of the City's budget, along with their own Health
77 Officer. He said they would pick up Green Mountain SSTA as well. Mr. Watts mentioned that this
78 cost may go up if the Town does not run the Senior Bus for the City. Mr. Brown said the Trustees
79 would like to explore sharing the Senior Bus with the Town. Ms. Delphia said she did not think the
80 Selectboard had refused to share senior services but Mr. Teich said there had been hesitancy
81 because it would be based on their unknown future budget. Mr. Watts suggested there was not
82 enough time to include a new section about the senior services in the agreement.
83

84 Mr. Chawla wondered if separation would affect zip codes. Mr. Tyler said these are made by the
85 Postmaster General and suggest they find a workaround instead of trying to change zip codes.
86

87 Ms. Delphia suggested the board members discuss the Manager and other shared positions. Mr.
88 Brown said the Selectboard had concerns about sharing oversight of the Finance department. Mr.
89 Watts reminded the board members that this would be discussed during executive session. Mr.
90 Brown offered to draft a proposal with points about sharing Finance. He also said an option for
91 City IT could be for the Town to consider some IT staff to be contracted by the City. Mr. Teich said
92 staff would talk about this and strategize how to address the current architecture of shared IT
93 systems. Mr. Chawla wondered if the Village would still be paying for the IT Department during the
94 transition period.
95

96 The board members discussed the definition of "transition period." Mr. Brown said if the legislative
97 approval happened in June of 2022, the City would be formed July 1, but the Town would still
98 receive revenue from the Village until June fiscal year 2023 because the budget would already
99 have been approved. Mr. Luck said that if the Legislature signs the charter in May, the City is
100 formed in July but City residents would continue to pay Town taxes to until July 1 of the following
101 year.
102

103 Mr. Watts said the Selectboard would discuss whether or not to replace the word "conceptual"
104 with "tentative" in the document and whether they think the language would bind future boards. He

said the Selectboard members would reconsider removing “Village Trustees” from the fourth “WHEREAS”.

Draft Police Services Agreement

The Board members acknowledged significant word changes in the fourth “WHEREAS”, and the complete removal of the fifth “WHEREAS”. Town legal counsel, Mr. Ellis, said the fifth one was removed because the words “duties and obligations” were unclear. Mr. Brown clarified their intent for the section was to form a mutual goal that the Essex Police Department would serve the citizens of the Town and the City. Ms. Safar clarified that the intent of the wording “trust and support of the taxpayers, to whom they each owe duties and obligations” means policing fairly, consistently, and equitably. Mr. Watts pointed out that some of the residents being policed will not be taxpayers. Mr. Ellis’s position was that the police have a duty to their policing contract not the taxpayers. Ms. Safar disagreed. Mr. Murray said there were too many undefined parts of the section, but the Selectboard members agreed with the intention. Ms. Safar suggested the wording include, “... mutual goal that the Essex Police serve the municipalities of the Town and the City and maintains the trust of the citizens.” The Selectboard said they would revise the wording, to include something other than “taxpayers” or “citizens.”

Mr. Watts was concerned with Section 1 of the document, which proposes a ten-year agreement term with no option to change if costs increase or something new arises. He thought the term may bind the Selectboard for ten years. Mr. Ellis said this is a question for the Legislature. He said some on the Selectboard thought it was too long and some said it needs to be maintained to reinforce staffing. Mr. Teich suggested keeping it at ten years because it would accommodate the two-year training process for hiring a new officer, provide time to maintain equipment and facilities, and provide job security for officers. Ms. Safar said the position of binding future boards is that a contract can bind something unless it is binding on an issue of public policy. For example, they cannot bind ordinances, tax rates, laying out streets or other things that are considered governmental services. She said there also cannot be binding for governmental proprietary services. She said that binding future boards to a timeline does not apply to this definition.

Mr. Chawla wondered if they should be agreeing to an overall, higher-level framework, which could include a per-capita funding strategy and defined level of service. He said this would allow the board members to draft a thorough, negotiated contract during the first year and the Finance Department would not have to determine indirect costs right away. Mr. Kerin agreed with this strategy and said it could make the process easier. Mr. Teich suggested that the framework could be a percentage of cost split between the municipalities. Mr. Brown said there should be a regular plan of communication between the Town and City managers to review this. Mr. Watts said he would discuss with legal counsel about whether a clause should be included that describes how the contract can be revisited if something new comes up during the first ten years. He wondered if there should be a periodic joint meeting regarding shared services. Ms. Delphia said the wording of part two already covers this. Mr. Chawla said the issues of policing and public safety could benefit from a delineated schedule for meetings of the Town and City Managers and Police Chief.

Mr. Watts said paragraph two of part three is confusing. Mr. Tyer, Mr. Watts, Ms. Delphia and Mr. Luck word-smithed it to read, “If a discrepancy is found during an audit” instead of, “if an audit is conducted ...”. Mr. Chawla wondered what formula would be used to determine indirect costs, since the words “and limited to” were removed from the first paragraph of section three. Mr. Teich said he would provide a formula and Mr. Brown requested it be available to the Trustees within a week. Mr. Brown and Mr. Chawla said they would like the contract to describe indirect costs. Mr. Chawla talked about how to monitor if an additional indirect cost is added. He suggested they

include language about finding mutual agreement between the City and Town before a new indirect cost is added. Mr. Watts said there should also be clarity about how a Town-only service could be added so the City would not have to pay for it. The board members reviewed and discussed page three's language about what would happen if the police budget changed by 10%. They also discussed a revision intended to address police overtime. In paragraph two section four, the Selectboard had changed the number of special event services to a dollar figure of \$6,000 as a placeholder. The board members decided to remove the \$6,000 and focus, instead, on language about overtime expenses. Mr. Watts clarified for Ms. Thibeault that special events include parades, fireworks, 5k runs, and other planned events. Mr. Brown suggested that the paragraph clarify that special event services not planned in advance may not be covered in the contract. Mr. Chawla stressed the importance of making sure the Town cannot unilaterally change costs or levels of service and leave the City with no recourse.

Mr. Tyler disagreed with the changes in section five, paragraph two, where the "shall" action verbs for the Town Manager's efforts were changed to "may". He thought it would make sense for the contract to set expectations that the Manager will seek input from other parties. Mr. Brown agreed also because the City would be paying for indirect administrative costs.

Mr. Chawla said he disagrees with changes to the section six that seems to remove equal representation from the City on the Equity and Inclusion Group. He suggested that this could set up an inequitable precedent. Mr. Watts said that because the group is for Town advisory, the Selectboard wanted to have more control of it. He said they would discuss this change.

Ms. Thibeault requested that the Police Chief review the agreement before it is complete. The board members had no further comments about the draft Police Agreement.

Draft agreement for shared services of reappraisal

Mr. Watts asked for a discussion of the added, sixth "WHEREAS", which would have the City contribute 50% of costs of the Town's Office of Assessor. Mr. Brown wondered why they included the flat rate of 50% instead of the previously discussed strategy of paying based on numbers of appraisals required by the City or by per parcel. Mr. Watts said the Selectboard would discuss whether 50% is the right number. Section nine was similarly questioned and noted. Mr. Brown and Village legal counsel, Ms. Shamis, interpreted section nine as follows: if an assessment is unfinished by the Town Assessor, the City will be unable to form their own Office of Assessor until it is completed. Mr. Brown was concerned with the possibility that the City would be required to pay for 50% of legal costs if an appeal process in for a property in the Town. Mr. Luck added that the sixth "WHEREAS" and section nine suggest that the City would pay 50% of the cost of the Town's Office of Assessor but does not say that the office of the Assessor would then provide the assessor services to the City. Mr. Watts said the Selectboard would discuss these issues.

There were no other comments on the Draft Agreement for shared services of reappraisal, but Mr. Watts wondered if there should be an agreement about how to handle delinquent taxes. Mr. Teich provided an example to ask legal counsel about would be responsible for assuming continued pursuit of delinquent taxes. Mr. Watts suggested creating an agreement to clarify this.

Draft right of first refusal to purchase the Town Offices at 81 Main St.

There were no concerns with the revisions to this draft agreement.

Ms. Cooper requested clarification on what the public comment session could include. There were no other comments from the public.

** The Selectboard members entered into executive session, as agenda item 8a, to discuss whether they agree with, would compromise, or would reject the suggestions and/or concerns to the draft agreements,

b. **Discussion about personnel**

This discussion took place in executive session as agenda item 8b.

6. CONSENT ITEMS

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard approve the consent agenda. The motion passed 4-0.

GEORGE TYLER made a motion, seconded by DAN KERIN, that the Trustees approve the consent agenda. The motion passed 5-0.

a. **Consider approval of revisions to Agreement for the Development and Operation of the Community Outreach Program (Selectboard only)**

- The Selectboard authorizes the Unified Manager to execute an Agreement for the Development and Operation of the Howard Center Community Outreach Program.

b. **Consider approval of 2A banner and waiver of fee for Village and Town Out & About event (Trustees only)**

- The Trustees approve a banner for the "Out & About in Essex" event and waive the \$250 banner fee.

7. READING FILE

a. Board member comments

- Mr. Duggan gave an update of the Out & About event plans and invited the community to attend.
- Mr. Delphia wondered how many applicants had come forward for the vacant Selectboard seat. Mr. Duggan said there were five or six.

b. List of Boards/Committees/Commission openings

c. Update on shared priorities from June strategic planning session

d. Out & About event information October 2-3, 2021

e. Upcoming meeting schedule

8. 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**

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard make the specific finding that general public knowledge of contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body would place the Town at a substantial disadvantage. The motion passed 4-0 at 9:28 PM.

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that that the Selectboard enter into executive session to discuss contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body, pursuant to 1 V.S.A. § 313(a)(1)(A) and (F) to include the Town Attorney, Unified Manager, and Deputy Manager. The motion passed 4-0 at 9:28 PM.

b. ****An executive session may be requested to discuss the employment of public employees**

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Trustees, Village Attorney, and the Town Attorney, Unified Manager, and Deputy Manager. The motion passed 4-0 at 9:28 PM.

DAN KERIN made a motion, seconded by AMBER THIBEAULT, that the Trustees enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Selectboard, Village Attorney, Town Attorney, Unified Manager, and Deputy Manager. The motion passed 5-0 at 9:28 PM.

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard continue until 11:30 PM. The motion passed 4-0.

Mr. Murray left the meeting at 11:02 PM.

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard to exit executive session. The motion passed 3-0 at 11:17 PM.

9. ADJOURN

DAN KERIN made a motion, seconded by RAJ CHAWLA, for the Trustees to adjourn. The motion passed 5-0 at 10:35 p.m.

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard to adjourn. The motion passed 3-0 at 11:18 PM.

Respectfully Submitted,
Cathy Ainsworth
Recording Secretary

Approved this _____ day of _____, 2021
(See minutes of this day for corrections, if any)



TOWN AND VILLAGE OF ESSEX BOARDS AND COMMITTEES VACANCIES

TOWN OF ESSEX

Selectboard - 1 vacancy

Conservation and Trails - 4 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 Committee - 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**

From: Deb McAdoo
Sent: Wednesday, September 15, 2021 4:56 PM
To: Andy Watts <awatts@essex.org>
Cc: Katie Ballard
Subject: housing commission resignation

Hello Chairman Watts,

I regret to inform you that I must resign my position with the Housing Commission. Recent circumstances in my life have changed and I am no longer able to meet the commitment. I think it is best for the HC that I step away and make room for someone who has the time to help move the mission forward.

Please know that I had fully intended to fulfill my term as I enjoy this important work with this committed group of volunteers. While I can no longer serve, I will continue to support the important work of the Housing Commission however I am able and I am grateful that the Selectboard will too.

Sincerely,

Deb McAdoo



Out & About in Essex began in 2020 originally as, "Open & Outside". The Village of Essex Junction hosted an event to encourage people to shop and eat in Essex Junction to support struggling businesses during the pandemic. Weeks later, the Town of Essex and the Village of Essex Junction received grant funds from Restart Vermont and held a follow-up event renamed to "Out & About in Essex".

The effort paid off. The grant funds were spent primarily on "gift vouchers" given to Essex residents to shop locally during the event weekend. Stores and restaurants that were seeing very little foot traffic in previous months were suddenly opening their doors to hundreds of customers during the weekend. Entertainers were set up on stages throughout the community and people brought their chairs and masks, ordered some take out and sat for a spell to enjoy some beautiful fall weather.



It's back!

The Out & About event was a hit and residents cried for more. The Village of Essex Junction and the Town of Essex are happy to host a second annual Out & About in Essex event on October 2 & 3, 2021. The event now has nine sponsors and counting. This support has allowed us to enhance the event with fun activities and booths, additional gift vouchers, entertainment, and more.

Also new this year, attendees who stop by the information booths can sign up for a chance to win hundreds of dollars of donated items! This Giveaway Extravaganza features over \$700 in gift baskets, over thirty gift certificates, and many fun prizes.



Spread the Word!

Please spread the word! Entertainment schedules are nearly finalized and a list of participating vendors can be found on the website. Printed brochures will be handed out in the coming week. Join us in showcasing what a fun and exciting place Essex is!

Website: www.essexvt.org/outandabout or <https://www.essexjunction.org/news/community-events/out-about>



Please encourage everyone to follow the event page on Facebook to receive the most up-to-date schedules and information: www.facebook.com/outandaboutessex

MEETING SCHEDULES

09/24/2021

TOWN SELECTBOARD MEETINGS		VILLAGE TRUSTEES MEETINGS	
			
September 27, 2021—6:30 PM	JB Special - Darby		
September 28, 2021—6:30 PM	VB Special – Amy		
October 4, 2021—6:30 PM	SB Regular – Darby		
October 5, 2021—6:30 PM	SB Special -- Cathy		
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 - Darby		
October 26, 2021—6:30 PM	VB Regular -- Amy		
November 1, 2021—6:30 PM	SB Regular – Amy		
November 4, 2021 – 8:30 AM	VB All day budget workshop – Darby		
November 9, 2021 – 8:00 AM	SB All day budget workshop -- Darby		
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