



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

Online and 81 Main Street
Essex Junction, VT 05452
Monday, November 22, 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: 190 363 614#
PROVIDE FULL NAME: For minutes, please provide your full name whenever prompted.
CHAT DURING MEETING: Please use "Chat" to request to speak, only. Please do not use for comments.
RAISE YOUR HAND: Click on the hand in Teams to speak or use the "Chat" feature to request to speak.
MUTE YOUR MIC/TURN OFF VIDEO: When not speaking, please mute your microphone on your computer/phone.

- CALL TO ORDER [6:30 PM]
AGENDA ADDITIONS/CHANGES
APPROVE AGENDA
PUBLIC TO BE HEARD
a. Comments from Public on Items Not on Agenda
BUSINESS ITEMS
a. \*Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction
b. Presentation and potential action on request from Tree Farm Management Group to renew contract
c. Discussion about local option tax
d. \*\*Discussion and potential action about employment of public employee
CONSENT AGENDA
a. Approve minutes: October 25, 2021 (Trustees only); November 15, 2021 (Selectboard only)
READING FILE
a. Board member comments
b. Upcoming meeting schedule
EXECUTIVE SESSION
a. \*An executive session may be needed to discuss negotiation of contracts and agreements between the Town of Essex and Village/City of Essex Junction
b. \*\*An executive session may be needed to discuss the employment of public employees
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: 11/19/2021 [Signature]

**Memorandum**

**To:** Board of Trustees; Selectboard; Evan Teich, Unified Manager  
**Cc:** Claudine Safar, Village Attorney; Kristen Shamis, Village Attorney; Bill Ellis, Town Attorney; Ron Hoague, Police Chief; Marguerite Ladd, Assistant Manager; Brad Luck, Essex Junction Recreation and Parks Director; Rob Paluba, IT Director  
**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:** November 19, 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 Selectboard and Trustees 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**

The attached documents include edits last proposed by the Town Selectboard following its meeting on Monday, November 15.

Memorandum of Understanding  
Delinquent Tax Agreement  
Information Technology Agreement  
Police Services Agreement

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 Trustees/Selectboard and the Village/Town 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 Village/Town 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 Selectboard/Trustees, Village Attorney, Town Attorney, the Unified Manager, Assistant Manager, and Deputy Manager."

**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 operations;

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 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; and

WHEREAS, the Parties now wish to enter into this Memorandum of Understanding regarding the tentative 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 hereby agree as follows:

1. The Town and Village have prepared the following tentative agreements which are attached as Exhibits to this MOU:
  - a. Police Services Agreement;

- b. Reappraisal and Assessor Services Agreement;
  - c. Shared Financial Services Agreement;
  - d. Information Technology Agreement; and
  - e. Delinquent Tax Agreement.
2. Prior to the execution of the foregoing agreements, the Parties, working in good faith, shall ~~attempt to~~ reach agreement, at a minimum, on the following matters: Right of First Refusal for 81 Main Street; Stormwater Agreement; Indian Brook access; EJRP program access; Senior Center and Bus; Tree Farm building use and maintenance; and shared boards, commissions, and committees. 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. Joint administrative services (Manager; Human Resources, etc.) will be discontinued at such time the Village has retained those services for itself or February 25, 2022, whichever occurs first. 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.
  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-E during the transitional period provided agreement is reached on those issues set forth in section 2, above. The Town and the Village will work in good faith to execute the agreements.
  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. This MOU shall terminate upon the execution of the agreements set forth in Section 1. Should the Vermont Legislature not approve the City Charter by the conclusion of the 2021-2022 legislative session, this MOU shall terminate and have no further force or effect unless extended by mutual agreement of the Parties.



Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: \_\_\_\_\_  
Its Duly Authorized Agent

## Delinquent Tax Collection 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 Town has historically collected property tax payments for the Town, the incorporated Village of Essex Junction and the Essex Westford School District (“EWSD”) and would pay the Village and EWSD the full amount they were due regardless of whether or not those taxes were actually collected;

WHEREAS, the Town would then pursue collection of delinquent property taxes and maintain the proceeds from those efforts;

WHEREAS, the Municipalities desire to define the rights and responsibilities of collecting property tax payments and delinquencies between the Municipalities;

WHEREAS, any property tax payments due or delinquencies incurred for properties located in the City following July 1 of the first fiscal year after the effective date of the City Charter will be collected by and payable to the City of Essex Junction;

~~WHEREAS, prior to the end of the last fiscal year in which Village voters were allowed to vote on the Town budget, the City shall pay the Town in full for the Town portion of these taxes; and~~

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) Following July 1 of the first fiscal year following the effective date of the City Charter, - all property taxes due and delinquencies incurred for properties located in the former Village will be collected by and payable to the City. ~~The City will pay the Town the Town’s share of property taxes regardless of delinquencies.~~ The Town may continue collection efforts for both the Town and former Village, including tax sales, on delinquencies beyond the effective date of the City Charter, if lawful. In the event the Town cannot lawfully pursue collection of delinquent property taxes in a separate municipality, the City shall purchase those delinquent accounts from the Town at the end of the fiscal year in which Village voters were allowed to vote on the Town budget and may pursue its own collection efforts. The City shall honor the terms of any payment plans for any delinquent account purchased.

- 2) The Municipalities may choose to work cooperatively on collection efforts for properties with delinquencies owed to both the Town and the City.
- 3) 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 Selectboard  
   81 Main Street  
   Essex Junction, VT 05452-3209

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

- 4) 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.
- 5) 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.
- 6) 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.
- 7) Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 8) 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 \_\_\_\_\_, 2022.

TOWN OF ESSEX

By: \_\_\_\_\_  
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: \_\_\_\_\_  
Its Duly Authorized Agent

## Information Technology 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 Town presently provides information technology (IT) infrastructure, data, and resources to the entire Town, including the incorporated Village of Essex Junction with the exception of the Brownell Library;

WHEREAS, with the separation of the Village from the Town and creation of the City of Essex Junction, the City will need to create its own IT system separate from the Town’s system, and will need to migrate Village related IT infrastructure, data, and resources to the City;

WHEREAS, the Town's IT Director and the City’s IT consultants will work together to develop a plan and facilitate this migration;

~~WHEREAS, the Town IT Department expects the time required to facilitate the migration on the Town’s part to be negligible;~~

WHEREAS, the City agrees to provide the Town with a list of the IT consultants the City has hired and authorized to access the former Village’s IT infrastructure, data, and resources; and

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 City shall provide the Town with a list of IT consultants and staff (“IT Consultants”) the City has authorized to access the former Village’s IT infrastructure, data, and resources. The City shall keep this list current and provide updates to the Town of any changes to this list.
2. The IT Consultants will work with the Town’s IT Director to prepare a written plan for the migration of the former Village IT infrastructure, data, and resources to the City that will be in place prior to commencing the migration. The acceptance of the plan by the Town IT Director’s shall not constitute a warranty that the plan will achieve its stated objective, which is and shall remain the responsibility of the IT Consultants.

3. The Town's IT Director shall oversee and provide the IT Consultants reasonable access to its equipment to plan and facilitate the migration of the former Village IT infrastructure, data, and resources to the City. This access shall be provided until the City completes the migration or June 30, 2023, whichever occurs sooner. The IT Consultants and or the City shall be responsible for any damage to Town infrastructure caused by their access to same and shall, to the fullest extent permitted by law, indemnify and hold harmless the Town against any claims and penalties resulting from such access. In the process of migration, the City shall not violate any ~~violation of~~ state or federal regulations concerning protected data. If there are IT related contracts with expiration dates after the last fiscal year in which City residents pay Town taxes, that cannot be transferred to the City without penalty or would be canceled if the City were no longer a part of the contract, the Town and City shall maintain the contract through its expiration date and the City shall reimburse the Town fifty percent (50%) for its share of the amount due. The Town shall provide a copy of the vendor's invoice and invoice the City the amount due with payment terms. The Town and City may consider future conversations of extending, renewing, or creating IT related contracts if they so desire. In the event the migration causes the cancellation of any contracts with third-party IT vendors, the City shall be responsible for the payment of any penalties resulting from such cancellation. Both The~~the~~ Town and shall allow the City shall to negotiate with those vendors on any claimed penalties.
4. The Town staff shall work cooperatively with the IT Consultants to facilitate the migration of the former Village IT infrastructure, data, and resources to the City. In no event shall the City have access to non-Village related data following completion of the migration.
5. In the event the migration is not complete by the end of the last fiscal year in which City residents pay Town taxes, the City shall thereafter reimburse the Town at a reasonable hourly rate based upon the salary and benefit costs of the Town IT Director for the costs incurred in providing staff and equipment to assist with the migration.
6. This Agreement shall terminate at the time the City notifies the Town the migration is complete or June 30, 2023, whichever occurs sooner. Prior to termination of the Agreement, the City shall reimburse the Town for any costs incurred pursuant to Section 5 above.
7. 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 Selectboard  
81 Main Street  
Essex Junction, VT 05452-3209

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

8. 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.
9. 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.
10. 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.
11. Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
12. 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.
13. [This Agreement may be amended or modified by mutual written agreement of the Parties.](#)

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF ESSEX

By: \_\_\_\_\_  
Its Duly Authorized Agent

CITY 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 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 be~~ renewable for another five (5) years (Extended Term) at the conclusion of the Initial Term provided unless ~~neither~~ Party terminates the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 11 herein) or the Parties enter into a new or revised agreement. This Agreement will continue to be renewable for an unlimited number of Extended Terms, until it is terminated pursuant to Section 11 herein.

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. In addition to any requested reviews, the Parties shall meet to review this Agreement, including whether the allocation of costs on a per capita basis remains an appropriate metric, on or about the second anniversary of its effective date, and every three years thereafter.

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 the Police Services described herein as set forth in the Town's voter 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 or on such other schedule as mutually agreed upon by the Parties. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, worker's 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 City shall be assessed an additional 3.5% of the direct costs to support indirect police related expenses. The intention is to support administration costs, human resources costs, Information Technology (IT) costs, finance costs and other mutually agreed upon costs related to the operations of the police department. The per capita basis shall be reassessed every ten years when new census data is released by the US Census Bureau.

In year two and every year thereafter, no later than the Town's billing for the second quarter of each fiscal year, the Town will reconcile the actual costs compared to the budgeted amount that the City was billed for, and a true up will be included in the bill for under or over payments from the previous fiscal year.

If an audit reveals a discrepancy 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 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, shall be in such form, and contain such level of detail, as is mutually agreed upon by the Selectboard and the City Council, and 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. 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.

In consideration of the City's payment of funds, described above, 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 Essex Junction Public Works, and Essex Junction Fire Department.

The Town will include in the annual budget for Police Services funds for special events planned in advance of the date by which the Town provides the budget to the City. 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. Special events include, but are not limited to, parades, community gatherings, holiday events, but do not include school crossings.

In the event either Party 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 Party requesting the change shall provide the other Party 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 unless mutually agreed upon. In the event the Town voters fail to approve a proposed budget that necessitates a reduction in the budget for Police Services, there will be a concomitant reduction in the level of service, ~~and any refund for services not provided or reduced shall be paid to the City.~~ 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. Likewise, if the City desires an additional service that benefits the City only, the City will be responsible for payment for those additional services.

#### 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 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 also accept input from and cooperate with the City Manager. The Police Chief, Town Manager, and City Manager shall 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") 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 not less than three (3) years nor more than four (4) 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; or
- c. At such time that the City has notified the Town that it has established a municipal Police Department that performs the Services, for which notice shall be provided to the Town a minimum of two years in advance.

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, unless such dispute involves an immediate disruption to police services. 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

**From:** Jake Hennekey <[jake.hennekey@gmail.com](mailto:jake.hennekey@gmail.com)>  
**Sent:** Thursday, November 11, 2021 7:04:03 PM  
**To:** Andrew Brown <[abrown@essexjunction.org](mailto:abrown@essexjunction.org)>; Evan Teich <[eteich@essex.org](mailto:eteich@essex.org)>  
**Cc:** Giles Willey <[gilesw13@gmail.com](mailto:gilesw13@gmail.com)>; Sven Eklof <[sveneklof@yahoo.com](mailto:sveneklof@yahoo.com)>  
**Subject:** Tree Farm Lease - request to speak to this topic at the 11/22 meeting

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

To: Selectboard, Trustees, Evan Tiech  
From: Tree Farm Management Group  
RE: Tree Farm Lease  
Date: 11/11/21

Issue: Renewal of Tree Farm Management Contract

Discussion: The Essex tree farm board, represented by Sven Eklof and Giles Willey would like to present the history of this facility and the investment that makes it possible as it pertains to our proposal to renew the lease and improve the relationship between vested parties.

Reasons: We, the Tree Farm Management Group do not agree with the proposal to not renew the lease agreement and would like to visit our proposal on how to move forward in support of the best interests of the facility and it's patrons.

Cost: None

Recommendation: Renew contract with the Tree Farm Management Group for 10 years

Thank you,  
Jake  
On behalf of the Tree Farm Management group

## Memo

**To:** Village Trustees

**From:** Brad Luck, Director, Essex Junction Recreation & Parks (EJRP)

**Date:** November 17, 2021

**Re:** Tree Farm Lease Expiration

There are three contracts that expire related to the Tree Farm Recreation Facility on July 31, 2022. They include:

- Memorandum of Understanding for the management of the Tree Farm Recreation Facility Between the Town of Essex and the Village of Essex Junction
- Management Agreement Between the Town of Essex, Village of Essex Junction, and Tree Farm Management Group
- Tree Farm Recreation Facility Lease

### **Memorandum of Understanding for the management of the Tree Farm Recreation Facility Between the Town of Essex and the Village of Essex Junction**

This agreement “provides for the orderly and efficient management and oversight of the Facility upon its planned purchase” between the Town and Village. Over the last 20-years, it is clear that there is value in continuing to operate this jointly owned property as an athletic facility, and to serve both communities as a passive recreation space. The facility provides great benefits to the community, user groups, and economic development. It is recommended that the Trustees have staff and legal counsel develop an updated MOU for the management of the Tree Farm facility to reflect oversight by Essex Parks and Recreation (EPR) and EJRP effective 1/1/24, which shall include the formation of a Tree Farm Advisory Board with appointed membership by the boards.

### **Management Agreement Between the Town of Essex, Village of Essex Junction, and Tree Farm Management Group and Tree Farm Recreation Facility Lease**

Both of these agreements have to do with the Tree Farm Management Group (TFMG) providing management of the Tree Farm facility.

The TFMG has provided invaluable leadership in the development and management of this amazing facility. They stepped in and stepped up to serve our communities, at a time when our communities weren't able to manage this amazing public asset.

Twenty years later, we find ourselves in a different place. There are two capable recreation departments that can manage the property. There is no longer a need to lease publicly owned land to a private group for management. Bringing oversight under the municipalities will ensure good governance principles are being appropriately addressed: participation, representation, equity, responsiveness, inclusiveness, sustainability, openness, transparency, and accountability. A 100-acre parcel of land that is publicly owned and generates revenue should be responsibly managed in the same

way that other assets of the municipality are – with municipal employee oversight, fiscal responsibility, checks and balances, and board vetted and approved citizen advisors.

EJRP, EPR, and management are all in agreement that we should not lease this facility beyond 12/31/23. We believe that an agreement should be offered to the TFMG for them to continue in their management role through the 2022 and 2023 seasons. The agreement is currently set to expire on 7/31/22. For the next two years, representatives from the two recreation departments will work with the TFMG to learn about how they schedule and maintain the facility. It is over the course of this time that we will be able to form a business and maintenance plan, identify the roles and responsibilities of a Tree Farm Advisory Board, institute details of the Tree Farm enterprise fund, establish common ordinances, create use policies and plans, and generate a list of facility needs - now and into the future.

If the TFMG agrees, we see this as a two-step process. Since the TFMG has accumulated physical and financial assets from the operations of the municipally owned property, at the conclusion of the 2022 season the TFMG would transfer ownership and possession of these assets to the municipalities. Effective 1/1/23, the TFMG would continue to provide oversight of the facility through the calendar year, but the municipalities would become the fiscal agent – processing all revenues and expenses for the property.

#### **Recommendation**

1. It is recommended that the Selectboard and Trustees have staff and legal counsel develop a new MOU for the management of the Tree Farm Recreation Facility, identifying the recreation departments of the municipalities as the managers of the property effective January 1, 2024.
2. It is recommended that the Selectboard and Trustees offer an agreement to the TFMG through the end of the 2023 calendar year. The following are the recommended terms:
  - 1) The TFMG will manage the Tree Farm facility for the 2022 and 2023 seasons. During this time, the TFMG will work closely with EPR & EJRP to transition the full oversight of the property on 1/1/24. This shall include in depth discussions of scheduling and maintenance of the facility.
  - 2) At the end of the 2022 season, the TFMG will transfer all physical and financial assets to the municipalities.
  - 3) Starting 1/1/23, the municipalities shall serve as the fiscal agent for the property. All revenues and expenses related to the Tree Farm shall be managed by the municipalities, as directed by the TFMG, until 12/31/23.

#### **Recommended Motions**

1. “I move that staff and legal counsel develop a new MOU for the management of the Tree Farm Recreation Facility, identifying that Essex Parks and Recreation and Essex Junction Recreation & Parks assume management of the Tree Farm facility effective January 1, 2024.”
2. “I move that staff and legal counsel offer an agreement to the Tree Farm Management Group through the end of the 2023 calendar year, with the terms outlined in the Tree Farm memo.”

## Memorandum

**To:** Essex Selectboard  
Evan Teich

**From:** Ally Vile, Director, EPR

**Date:** November 18, 2021

**Re:** Tree Farm Lease

---

### Issue

This issue is whether the Selectboard and Trustees will agree to a lease extension of the management agreement that involves a transitional timeline with both municipal recreation departments (EPR & EJRP) and the Tree Farm Management Group (TFMG).

### Discussion

Between the August 2021 joint board meeting and today, our unified stance has shifted from the original recommendation. Discussions were to be consistent beginning in 2018 to make this transition of the lease agreement and management of the property as smooth as possible. The TFMG has kept the facility operating seamlessly, even through a pandemic year, once again showing its users and the community how reliably and sustainably they conduct business without requesting funding from the taxpayers.

For our communities to show the user groups of the facility they can trust the operational transition to go well under the purview of the parks and recreation departments, we have agreed to a lease extension ending by 12/31/2023.

This extension would allow the TFMG to work closely with representatives from both EPR & EJRP in all aspects of the facility. It would begin with adding in maintenance work (lining fields, finish mowing/trimming, moving goals, watering fields, etc.) while the landscape contract continues to be outsourced for the 2022 season. At this time, the financial and physical assets would transfer to the municipality. At the end of 2023, the TFMG would shift to an advisory board of EPR & EJRP, with staggered, termed positions, and all maintenance, management and scheduling would be defined and coordinated between the two departments for equal administration and representation. This property would also be designated as a municipal park and fall under Town & Village ordinances.

While this recommendation differs from the one suggested in August 2021, it provides the opportunity for the two departments and governing boards to let merger and separation processes smooth out, while the TFMG continues to provide consistent and sustainable management of the facility at no financial burden to the taxpayers of the communities.

### Cost

None. All revenue and expenses will be handled through the enterprise fund as it currently operates.

**Recommendation**

It is recommended that the Selectboard and Trustees offer a lease agreement to the TFMG through the end of the 2023 calendar year. EPR & EJRP will assume management of the Tree Farm effective 1/1/2024 and a Tree Farm Advisory Board will be formed with appointed membership by the Selectboard & Trustees. The following are the recommended terms of the lease:

- 1) The TFMG will manage the Tree Farm facility for the 2022 and 2023 seasons. During this time, the TFMG will work closely with EPR & EJRP to transition the full oversight of the property on 1/1/24. This shall include in depth discussions of scheduling and maintenance of the facility.
- 2) At the end of the 2022 season, the TFMG will transfer all physical and financial assets to the municipalities.
- 3) Starting 1/1/23, the municipalities shall serve as the fiscal agent for the property. All revenues and expenses related to the Tree Farm shall be managed by the municipalities, as directed by the TFMG until 12/31/23.

**Recommended Motion**

“I move that the Selectboard/Trustees offer a lease agreement to the Tree Farm Management Group through the end of the 2023 calendar year, with the terms outlined in the memo, and that Essex Parks and Recreation and Essex Junction Recreation & Parks assume management of the Tree Farm facility effective January 1, 2024.”

**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.

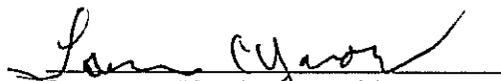
**VI. Signatures –**

For the Town of Essex Selectboard



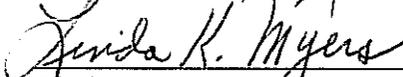
Irene A. Wrenner, Chair

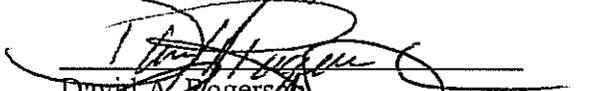
For the Village of Essex Junction  
Board of Trustees

  
Lawrence Yandow, President

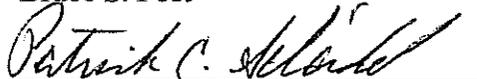
As approved

  
\_\_\_\_\_  
Max G. Lévy, Vice Chair

  
\_\_\_\_\_  
Linda K. Myers

  
\_\_\_\_\_  
David A. Rogers

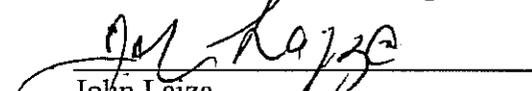
  
\_\_\_\_\_  
Bruce S. Post

  
\_\_\_\_\_  
Patrick C. Scheidel, Town Manager

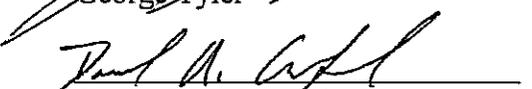
Dated: February 15, 2010.

  
\_\_\_\_\_  
Deborah Billado, Vice President

  
\_\_\_\_\_  
Peter Gustafson

  
\_\_\_\_\_  
John Lajza

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

  
\_\_\_\_\_  
David Crawford, Village Manager

Dated: February 15, 2010.

## 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 20<sup>th</sup> day of March, 2012.

**TREE FARM MANAGEMENT GROUP**

[Signature]  
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**  
[Signature]  
It's Authorized Agent

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At Essex Junction in said County and State, this 19<sup>th</sup> day of March, 2012, personally appeared PATRICK P. SCHEDEL, 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 Morriveau  
It's Authorized Agent  
Susan McNamee Hill

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At Essex Junction in said County and State, this 20<sup>th</sup> day of March  
2012, personally appeared Lauren Morriveau <sup>Susan</sup> ~~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

1 **Management Agreement**  
2 **Between the Town of Essex, Village of Essex Junction, and Tree Farm Management**  
3 **Group**  
4  
5

6 I. **Purpose** – The management agreement governs the operation of  
7 approximately 98 acres of field and wooded areas at the Tree Farm Recreation  
8 Facility, currently utilized for field-based sports and non-motorized trail use  
9 as defined below. The management agreement is to ensure that the principles  
10 (Section III) of the “Memorandum of Understanding For the Management of  
11 the Tree Farm Recreation Facility Between the Town of Essex and the Village  
12 of Essex Junction” (signed February 15, 2010) are fully adhered to.  
13

14 II. **Definitions** – Throughout this management agreement, the following  
15 definitions apply:  
16

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

42  
43 III. **Operations** – The following section governs the operations of the Facility:  
44

- 45 a. The Facility will be open from 8 a.m. until dusk each day, from April 1<sup>st</sup>  
46 through November 30<sup>th</sup>.

- 47           b. TFMG will be responsible for setting and maintaining the Facility  
48           schedule. When the Facility schedule has been determined, copies will be  
49           provided to the Essex Parks and Recreation Department, the Village of  
50           Essex Junction Recreation and Parks Department, and the Essex Police  
51           Department.  
52           c. TFMG will create and approve a management plan for its operations at the  
53           Facility, and will provide copies of said plan to the managers of the Town  
54           and Village for review and comment. The management plan should cover  
55           all aspects of TFMG's operational plans, including maintenance, event  
56           and activity management, rules and regulations, emergency response,  
57           capital planning, traffic and insurance.  
58           d. General use entry to the Facility will be via the main gate located along  
59           the northwest section of Old Colchester Road. Facility users will be  
60           instructed to use the gate for entry and exit and to connect with Route 2A  
61           in accordance with agreed upon traffic flow practices  
62           e. Parking is allowed at designated locations only. Providing overflow  
63           parking and any transportation to and from those lots is the responsibility  
64           of TFMG.  
65           f. A traffic management plan approved by the Essex Police Department shall  
66           be required for larger special events.  
67           g. TFMG shall be responsible for maintenance and oversight of the existing  
68           trail system in the wooded area. Construction of any proposed trail must  
69           first receive approval from the Town and Village. Trails may be used for  
70           non-motorized activities only, with the exception of the existing VAST  
71           trail. The Town Trails Committee will be consulted regarding any  
72           proposed trail. TFMG will supply an annual report to the Trails  
73           Committee regarding the trail network, conditions, and use.  
74  
75        III.   **Fees** – TFMG will be allowed to set and retain all fees, provided that the  
76        revenue generated from such reasonable fees reflects the amount of funds  
77        necessary to sustain orderly and efficient operation of the Facility. This does  
78        not include fees related to municipal use by the Town and Village, which will  
79        be set separately and attached to this management agreement.  
80  
81        IV.   **Insurance** – TFMG shall procure and maintain liability insurance for  
82        activities at the Facility and shall include the Town of Essex and the Village  
83        of Essex Junction as additional insured. Coverage shall be combined single  
84        limits of \$1,000,000 each occurrence and \$1,000,000 aggregate.  
85  
86        V.     **Miscellaneous** –  
87  
88           a. Any use of the Facility not covered in this agreement or the signed  
89           memorandum of understanding (2/15/10) governing operation of the Tree  
90           Farm Recreation Facility as a whole shall be subject to mutual approval by  
91           the Town and Village. All applicable covenants and restrictions on the  
92           property apply.

- 93 b. The Town and Village are not responsible for damaged or stolen
- 94 equipment.
- 95 c. Priority will be given to Town and Village uses of the Facility when
- 96 possible and in accordance with TFMG's management plan.
- 97 d. All disputes regarding usage of the fields shall first be referred to TFMG
- 98 for resolution. TFMG's decisions on field usage may be appealed to a
- 99 special four-member panel consisting of two members of the Town
- 100 Selectboard and two members of the Village Board of Trustees appointed
- 101 by the respective bodies as necessary. In the event of a 2-2 vote on the
- 102 special appeal panel, TFMG's decision on field usage will be upheld.
- 103 e. Any forestry education activities pursued by the School first need the
- 104 approval of the Town and Village.
- 105 f. Any proposed commercial activity inconsistent with the goal of preserving
- 106 open space for recreational uses and natural resource protection is strictly
- 107 prohibited. This does not include temporary advertising (i.e. during league
- 108 or tournament play), field sponsorship, or general concessions operated by
- 109 TFMG. Proposed commercial activity shall first be discussed by and
- 110 between TFMG and the Town and Village Managers, and referred to the
- 111 Town Selectboard and Village Board of Trustees for approval.
- 112 g. TFMG will make its financial records available for inspection and copying
- 113 upon request by the Town and/or Village.
- 114
- 115

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

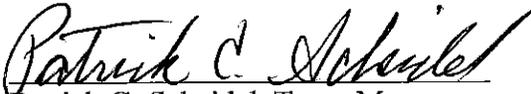
- 117 31, 2022.
- 118 a. The agreement shall be reopened in July 2018 for the purpose of
- 119 discussing another extension, amendment, termination, or other
- 120 management agreement.
- 121 b. The Town and Village reserve the right to terminate this agreement in the
- 122 event TFMG can no longer adequately perform the duties described in the
- 123 agreement and management plan. The legislative bodies of both must vote
- 124 to terminate the agreement early.
- 125 c. The decision to terminate can only occur after the Town and Village have
- 126 notified TFMG in writing of the potential reasons for said termination
- 127 within 30 days of such decision. The letter must include a prescribed
- 128 course of corrective action, with TFMG given 120 days to follow said
- 129 prescribed course.
- 130 d. Following the 120-day period for corrective action, the Town and Village
- 131 have 30 days to review the actions taken by TFMG and jointly determine
- 132 whether to proceed with the termination of this management agreement,
- 133 continue the agreement as constructed, or continue the agreement with
- 134 modification. Both legislative bodies must again vote affirmative for the
- 135 agreement to be terminated. The failure of both legislative bodies to agree
- 136 upon termination results in the continuation of the agreement as
- 137 constructed.
- 138 e. Notice of final termination must be in writing.

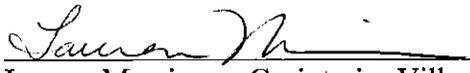
139 f. TFMG may also voluntarily separate from this agreement with 90 days  
140 written notice to the Town and Village. In so doing, TFMG forfeits any  
141 and all rights or claims to use of the Tree Farm facility, and interim  
142 management of the facility shall fall to the Essex Parks and Recreation  
143 Department.  
144

145 VII. Signatures --

146 For the Town of Essex

For the Village of Essex Junction

148  
149   
150  
151 Patrick C. Scheidel, Town Manager

  
152 Lauren Morriseau, Co-interim Village  
153 Manager

154  
155 For the Tree Farm Management Group

For the Village of Essex Junction

156  
157   
158  
159 Rachel Beaugard, President

  
160 Susan McNamara-Hill, Co-interim Village  
161 Manager

162  
163  
164 Dated (Town): 3/19/13

165 Dated (Village): 3/20/13

166 Dated (TFMG): 3/20/13

167

**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



**Memorandum**

**To:** Board of Trustees; Selectboard; Evan Teich, Unified Manager  
**From:** Greg Duggan, Deputy Manager  
**Re:** Discussion about local option tax and possible Town Meeting vote  
**Date:** November 19, 2021

---

**Issue**

The issue is to inform the Trustees and Selectboard about local option taxes and the possibility of asking voters in March 2022 whether they would like to enact local option tax(es).

**Discussion**

The boards and staff have had preliminary discussions about whether or not to put a question about local option tax on an upcoming ballot. Local option taxes are one of the few ways a municipality has to raise new revenue.

The State of Vermont allows for local option taxes on the following three sales categories: sales; meals and alcoholic beverages; and rooms.

According to sales receipts from the State of Vermont, if Essex were to have had a local option tax in fiscal year 2021, it would have generated \$1.56 million. Most of that amount, \$1.24 million, would have come from the Sales and Use Tax (SUT), with the remainder coming from Meals and Rooms Tax (MRT), which includes alcohol sales. The table below shows estimated revenue that would have been raised in recent years.

Sum of 70%	Column Labels			
Row Labels	MRT	SUT	Grand Total	
FY21	312,500	1,244,900	1,557,400	
FY20	305,300	1,071,800	1,377,100	
FY19	301,800	1,047,000	1,348,800	
FY18	276,300	1,040,200	1,316,500	
FY17	300,900	990,800	1,291,700	
FY16	307,800	979,600	1,287,400	
<b>Grand Total</b>	<b>1,804,600</b>	<b>6,374,300</b>	<b>8,178,900</b>	

Retail cannabis sales, if allowed in Essex, would fall under the Sales tax. Items such as groceries and clothing are exempt from Vermont sales tax, and therefore are also exempt from a local option tax.

Voters can approve any or all of the local option tax categories. If enacted, municipalities can determine how to best use the revenue.

Staff is drafting a survey to distribute to residents and business owners in the coming weeks to gauge their interest in enacting a local option tax in Essex. The survey will ask if respondents have a preference for any, all, or none of the local option taxes; preferences for how any revenue should be used (for instance, on capital projects, to reduce property taxes, to support human services funding, special projects that have resident input, or other options); and whether people avoid shopping or dining in nearby municipalities that do have local option taxes, such as Burlington, Colchester, South Burlington, Williston, and Winooski.

In addition to possible uses of revenue noted above, the local option tax could be a critical component for the Town of Essex to avoid a massive property tax spike and/or service level reduction if the Legislature approves the separation of the Village of Essex Junction, which would result in the Town losing 42 percent of its property tax base.

If a local option tax is put into place, the Town and Village should determine how to split the revenue. A brief discussion with the Vermont Department of Taxes indicated that it may be possible to differentiate between sales inside the Village of Essex Junction and sales from the rest of the Town of Essex. Another option is to allocate the revenue based on population.

Staff would like to hear any other questions, concerns, and feedback from the Selectboard and Trustees as we work on this project.

**Cost**

None at this time.

**Recommendation**

This memo is for information and discussion.

**Memorandum**

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

**Cc:** Travis Sabatasa, HR Director

**From:** Greg Duggan, Deputy Manager

**Date:** November 19, 2021

---

**Issue**

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

**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, Town Attorney, [and, if desired, Unified Manager and HR Director].”

**SELECTBOARD & TRUSTEES  
(DRAFT)**

**TOWN OF ESSEX SELECTBOARD  
VILLAGE OF ESSEX JUNCTION TRUSTEES  
DRAFT JOINT MEETING MINUTES  
MONDAY, OCTOBER 25, 2021**

**SELECTBOARD:** Andy Watts, Chair; Sue Cook; Tracey Delphia; Dawn Hill-Fleury; Patrick Murray

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

**ADMINISTRATION and STAFF:** Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Brad Luck, Village Parks & Recreation Director; Robin Pierce, Village Community Development Director

**OTHERS PRESENT:** Bob Burrows; Marcus Certa; Matt Carmoli; Kevin Collins; Annie Cooper; Patty Davis; Erin Dickinson; Max Dodson; Betsy Dunn; John Egan; Bill Ellis, Town Attorney; Gina Halpin Barrett; Deb McAdoo; Melanie Needle; Mary Post; Roseanne Prestipino; Ta-Tanisha Redditta; Claudine Safar, Village Attorney; Angel Segarra; Kristen Shamis, Village Attorney; Ken Signorello; Harlan Smith; Margaret Smith; Mike Thorne; Doug Wilson; Irene Wrenner; Lorraine Zaloom; R M; Joe P

**1. CALL TO ORDER**

Mr. Watts called the Town of Essex Selectboard to order for the Joint meeting with the Village of Essex Junction Board of Trustees at 6:30 PM.

Mr. Brown called the Village of Essex Junction Board of Trustees to order for the Joint meeting with the Essex Selectboard at 6:30 PM.

**2. AGENDA ADDITIONS/CHANGES**

None.

**3. APPROVE AGENDA**

No changes, approval not required.

**4. PUBLIC TO BE HEARD**

Mr. Watts explained that this is the time during the meeting for members of the public to speak on items not included in tonight's agenda. He encouraged the public to be civil, brief, use appropriate language, refrain from personal attacks, and address comments to either the Selectboard Chair or Village President.

Ms. Dunn expressed concern about the use of executive session and stated that Boards should not be conducting votes during this time.

Ms. Wrenner said that there was a recent announcement on private social media regarding the future of Village management and said that such announcements should occur during public meetings.

Mr. Certa said that the audio quality on Town Meeting TV is currently inaudible and encouraged this to be fixed. Mr. Duggan suggested utilizing the call-in feature or joining the meeting via Microsoft Teams for better audio quality.

**5. BUSINESS ITEMS**

49 **a. Interview and potential appointment: Ta-Tanisha Redditta for Housing Commission**

50 Mr. Watts said that he had not participated in discussions on Housing Commission nominations due to a  
51 conflict of interest. This conflict of interest is no longer present, and he said he would be moderating the  
52 interview, however he will be abstaining from the vote due to his earlier lack of participation.  
53

54 Ms. Redditta said that she is interested in joining the Housing Commission since she was previously  
55 homeless when she moved to Vermont. Mr. Murray asked Ms. Redditta to discuss her community  
56 involvement in Essex. She said that she has volunteered with the Red Cross and has served on the  
57 Economic Development Commission. Mr. Brown asked Ms. Redditta what she would like to accomplish  
58 on the Housing Commission. Ms. Redditta said that there is a strong need for 3- to 4-bedroom apartments  
59 in Essex, and that she would like to see this addressed. Ms. Delphia asked Ms. Redditta for her opinion on  
60 the top three priorities for the Housing Commission in the next year. Ms. Redditta discussed new  
61 residential units, working with displaced residents, and learning more about the work of the Commission.  
62 Ms. Cook asked Ms. Redditta if she is familiar with inclusionary zoning, Ms. Redditta said that she was  
63 not. Mr. Watts said that the Boards will vote on this appointment during executive session.  
64

65 **b. Discussion and potential action on tentative agreements about shared services between Town of  
66 Essex and independent City of Essex Junction**

67

68 Memorandum of Understanding (MOU)

69 Mr. Watts said the Selectboard suggested adding a “second tier” of agreements, which are not as impactful  
70 to budgeting as some of the others and could be discussed after the vote. Mr. Brown and Ms. Thibeault  
71 expressed concern that not reaching an agreement on one document could make all the rest moot. Mr.  
72 Brown said some of these do not seem like second tier agreements and should be primary issues. Mr.  
73 Tyler agreed and asked that verbiage regarding an agreement to “negotiate in good faith” be added as a  
74 counter proposal. Ms. Safar said that the phrase “negotiate in good faith” has some legal meaning,  
75 however, it can be open to significant interpretation and will not guarantee that an agreement is achieved.  
76 She also expressed concern that, should one agreement not be approved, it could make all the hard work in  
77 coming to other agreements completely moot. Mr. Ellis said that he has stated before that the Selectboard  
78 would not accept individual agreements, but that all agreements need to be approved if there is to be any  
79 agreement at all. The Boards decided to work to prioritize the agreements. Mr. Brown said that he wished  
80 the following agreements would be prioritized as top tier: Police Services, Tax Delinquencies, Reappraisal  
81 and Appraisal, Shared Financial Services, and IT. After some discussion, Mr. Watts said this suggestion  
82 would be taken under advisement with the Town’s legal counsel. Ms. Cook noted that termination terms  
83 were listed in two different places in the document and suggested that this be consolidated. This will be  
84 discussed with legal counsel. Mr. Watts brought the Trustees’ attention to the fact that the MOU is only  
85 valid until the end of the current legislative biennium. Mr. Chawla said that he would like to see it  
86 extended to the next biennium. Mr. Watts expressed concern that this could bind future Boards to the  
87 agreement. Ms. Thibeault said that once all the agreements have been decided, the MOU will no longer be  
88 needed. Mr. Chawla encouraged the Selectboard to have flexibility in the second-tier agreements, hoping  
89 that disagreements on these issues will not hold the communities back.  
90

90

91 Police Services Agreement

92 After some discussion, it was decided to leave the first period of review for this agreement at two years.  
93 Ms. Delphia asked for the term “material event” to be clarified in the document. The Selectboard  
94 discussed options for allowing the finance department flexibility in when they conduct an audit. Mr.  
95 Brown said the Trustees are not concerned with when the audit takes place, so long as it occurs during the

96 year. The other Trustees indicated their agreement, and the language was changed to require the audit to  
97 be held by the end of the second quarter.

98  
99 There was some discussion regarding whether school crossings would be considered a “special event” and  
100 Mr. Kerin said that he feels that a special event is something that is unplanned and irregular. The other  
101 Trustees concurred.

102  
103 Mr. Watts brought the Trustees’ attention to Selectboard changes to the document that detail what would  
104 happen should the Town budget fail, and changes to police services result from this. Mr. Tyler asked for  
105 an example of an additional service that would benefit the Town and not the City, as detailed in the  
106 contract. Mr. Duggan gave traffic control as an example. Mr. Tyler expressed concern that this would not  
107 allow the police department the autonomy to move staff as they see fit. Mr. Watts said that this was  
108 included as a counter to a clause the Trustees had requested including additional services that would  
109 benefit the City and not the Town. He suggested eliminating the language for both situations. Ms. Cook  
110 suggested obtaining input from the police department. Ms. Cook asked about automatic termination  
111 language and said that the establishment of a City police department is listed as one cause for this. She  
112 said more planning would be needed for the Town should this occur. Ms. Delphia concurred. Mr. Brown  
113 suggested offering a one-year notice for the City to let the Town know that it is planning on establishing  
114 an independent police department.

115  
116 The following will be reviewed by the Town’s legal counsel: the definition of a material event, unique  
117 services for the city or town, and automatic termination upon notice of creating an independent police  
118 department.

119  
120 Delinquent Tax Agreement

121 Mr. Watts said it seems like the City is proposing to collect taxes for the Town, and that the Selectboard is  
122 not comfortable with this. Mr. Luck said that the Selectboard has expressed concern about collecting taxes  
123 from people who are no longer residents, and this is currently in the City charter, which can no longer be  
124 changed. Mr. Watts said that it should be clarified when exactly City residents will stop being residents of  
125 the Town. Mr. Tyler said that when the legislature approves the charter, all Village residents will be City  
126 residents and no longer Town residents, regardless of where in the budget cycle they are. Ms. Delphia said  
127 that her understanding would be that the City would pay the taxes for all former Town properties, and then  
128 be responsible for collecting the amount from property owners. Mr. Watts said that this document needs  
129 many more details if the Town is not going to collect their own taxes. He also brought up questions  
130 regarding the legality of the Town managing taxes in another municipality. Ms. Cook asked who would  
131 determine the legality, and Mr. Watts said that the legislature would. Ms. Shamis concurred and said that  
132 there is minimal precedent for this. Mr. Ellis said that the legislature may significantly change the charter  
133 when it reviews it. Mr. Tyler said that this is no different than the fact that City voters will continue  
134 paying for the police building bond via their City taxes. Mr. Brown said that there is no way to alleviate  
135 Mr. Watts’s concerns until separation occurs, and either the Boards move forward, or they will not come  
136 to agreement.

137  
138 For a future meeting, the Selectboard will write terms to include to ensure that the Town will receive  
139 payment. Mr. Watts requested public input; none was given.

140  
141 Information Technology Agreement

142 Ms. Thibeault asked why the Town IT Director would be required to approve a written plan for accessing  
143 materials. Mr. Watts said that this is needed because this will directly impact the Town’s ability to

144 function and protect their information security. Ms. Safar suggested adding language stating that the  
145 approval should not be unreasonably withheld. She also strongly encouraged the Village to take out  
146 language pledging indemnity for damage that their IT consultants might cause. Ms. Delphia expressed  
147 concern with this and asked who would be held responsible for a data breach. Legal counsel for the Town  
148 and Village will work to develop appropriate language to address this. Ms. Shamis encouraged the Village  
149 to include language stating that IT costs would be paid to the Town on a “reasonable hourly basis.” Mr.  
150 Watts said that this could create problems budget-wise and asked if it was expected for the IT transition to  
151 occur within a year. Mr. Brown said that it is hoped that this will occur, however there are provisions  
152 included in case this does not happen. Mr. Watts brought up a concern regarding payment dates and said  
153 that, during the transition period, Town IT staff will still be providing services to the City. Separation  
154 related work costs should be separate from this day-to-day work. Mr. Luck said costs for IT transition is  
155 included in the City budget. It is possible that the Town staff may only be responsible for extracting the  
156 data and giving it to the City IT contractor. Mr. Chawla suggested the possibility of adding a true-up in  
157 this agreement, like what is included in the Police Services Agreement. Ms. Cook also asked that fees for  
158 current contracts for phones, copiers, and other IT services be included in this, as breaking these contracts  
159 could be very expensive. Mr. Ellis said that language should be put in stating that all early termination  
160 fees would be the responsibility of the City. Ms. Thibeault said that these contracts and their potential  
161 terminations need to be fully researched and detailed prior to signing, Mr. Murray concurred. Mr. Watts  
162 expressed concern with the verbiage that the agreement would terminate the agreement “when the  
163 migration is complete.” He also expressed concern that the Town has not budgeted for migration and may  
164 need to hire additional staff for this purpose. Mr. Duggan said that the IT department could track the work  
165 that they spent on the migration and bill the City for this cost. Mr. Watts said that, without additional staff,  
166 it could not be guaranteed that migration would happen within the first year. Mr. Brown said that the  
167 Village could get proposals from vendors, and the vendors could discuss the impact with the IT Director.  
168 Ms. Cook asked if the Village data has been kept separate from the Town data, and Mr. Tyler said that this  
169 is unknown. He also said that the level of work required for this project is unknown, but that he feels that  
170 it will not require an additional IT staff member. Mr. Watts requested public input. Ms. Cooper said that  
171 she wanted to remind the Selectboard that Village residents are also represented by the Selectboard, and  
172 tonight she did not feel like the Board was representing the needs of Village residents.

173

174 ~~**b. Discussion and potential action on tentative agreements about shared services between Town of**~~  
175 ~~**Essex and independent City of Essex Junction**~~

176 **c. Discussion of personnel**

177 This was discussed during executive session.

178

179 **6. CONSENT AGENDA**

180 **a. Approve minutes: October 19, 2021 – Selectboard and Trustees**

181

182 **TRACEY DELPHIA made a motion, seconded by SUE COOK, to approve the Consent Agenda.**  
183 **The motion passed 5-0.**

184

185 **GEORGE TYLER made a motion, seconded by RAJ CHAWLA, to approve the Consent Agenda.**  
186 **The motion passed 5-0.**

187

188 **7. READING FILE**

189 **a. Board member comments:** Mr. Chawla asked what type of public input would be sought regarding  
190 cannabis regulation. Mr. Duggan and Mr. Teich said that public input would be sought to determine if a  
191 vote on the issue should be held, and what zoning regulations might be required. Mr. Teich said that the

192 state has determined that cannabis cannot be sold within 500 feet of a school. He also said that  
193 communities have limited abilities to set regulations for cannabis. Mr. Watts said communities are  
194 automatically opted out of cannabis retail sales unless they vote to opt-in. Ms. Delphia said that there is no  
195 longer a deadline for when a vote on retail cannabis must occur. The Trustees will be discussing this issue  
196 in more detail at their meeting the next day.

- 197
- 198 **b. Memo from Robin Pierce and Owiso Makuku re: Cannabis in the Community**
- 199 **c. Letter from Greater Burlington Industrial Corp. (GBIC) re: Thanks for support**
- 200 **d. Upcoming meeting schedule**

201

202 **8. EXECUTIVE SESSION**

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

204

205 **DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, that the Selectboard**  
206 **enter into executive session to discuss proposed public official appointments in accordance with 1**  
207 **V.S.A. Section 313(a)(3), to include the Trustees, Unified Manager, Deputy Manager, and Assistant**  
208 **Manager. Motion passed 5-0.**

209

210 **GEORGE TYLER made a motion, seconded by DAN KERIN that the Selectboard enter into**  
211 **executive session to discuss proposed public official appointments in accordance with 1 V.S.A.**  
212 **Section 313(a)(3), to include the Selectboard, Unified Manager, Deputy Manager, and Assistant**  
213 **Manager. Motion passed 5-0.**

214

215 ~~**b. An executive session may be needed to discuss negotiation of contracts and agreements between**~~  
216 ~~**the Town of Essex and Village/City of Essex Junction**~~

- 217
- 218 **c. An executive session may be requested to discuss the employment of public employees**

219

220 **TRACEY DELPHIA made a motion, seconded by SUE COOK, that the Selectboard enter into**  
221 **executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section**  
222 **313(a)(3), to include the Trustees, Unified Manager, Deputy Manager, Assistant Manager and HR**  
223 **Director. Motion passed 5-0.**

224

225 **GEORGE TYLER made a motion, seconded by DAN KERIN, that the Selectboard enter into**  
226 **executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section**  
227 **313(a)(3), to include the Selectboard, Unified Manager, Deputy Manager, Assistant Manager and**  
228 **HR Director. Motion passed 5-0.**

229

230 **DAWN HILL-FLEURY made a motion, seconded by SUE COOK, for the Selectboard to exit**  
231 **executive session. Motion passed 5-0 at 10:36 p.m.**

232

233 **RAJ CHAWLA made a motion, seconded by AMBER THIBEAULT, for the Trustees to exit**  
234 **executive session. Motion passed 5-0 at 10:36 p.m.**

235

236 **DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard to**  
237 **appoint Alison Levy to the Housing Commission. Motion passed 4-0-1, with ANDY WATTS**  
238 **abstaining.**

239

240 **DAN KERIN** made a motion, seconded by **AMBER THIBEAULT**, for the Trustees to appoint  
241 **Alison Levy** to the Housing Commission. Motion passed 4-0-1, with **GEORGE TYLER** abstaining.

242  
243 **9. ADJOURN**

244 **DAWN HILL-FLEURY** made a motion, seconded by **SUE COOK**, for the Selectboard to adjourn.  
245 **Motion passed 5-0 at 10:41 PM.**

246  
247 **RAJ CHAWLA** made a motion, seconded by **DAN KERIN**, for the Trustees to adjourn. **Motion**  
248 **passed 5-0 at 10:41 PM.**

249  
250 Respectfully Submitted,  
251 Darby Mayville  
252 Recording Secretary

253

**SELECTBOARD MINUTES  
(DRAFT)**

**TOWN OF ESSEX SELECTBOARD  
DRAFT MEETING MINUTES  
MONDAY, NOVEMBER 15, 2021**

**SELECTBOARD:** Andy Watts, Chair; Sue Cook, Tracey Delphia, Dawn Hill-Fleury, Patrick Murray

**ADMINISTRATION and STAFF:** Greg Duggan, Deputy Manager; Sarah Macy, Finance Director

**OTHERS PRESENT:** Alan Botula, Chair, Conservation & Trails Committee; Andrew Brown, Village President; Raj Chawla, Village of Essex Junction Board of Trustees; Kevin Collins; Annie Cooper; Patty Davis; Erin Dickinson; Bill Ellis, Town Attorney; Maureen Gillard; Gina Halpin Barrett; Shannon Jackson, Conservation & Trails Committee; Deb McAdoo; Ross Miller; Joe Percy; Mary Post; Angel Segarra; Ken Signorello; Harlan Smith; Margaret Smith; Dennis Thibeault; Mike Thorne; George Tyler, Essex Junction Board of Trustees; Irene Wrenner; Lorraine Zaloom; Carolyn; Essex Distorter; Ton.

**1. CALL TO ORDER**

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

**2. AGENDA ADDITIONS/CHANGES**

None.

**3. APPROVE AGENDA**

No changes, approval not required.

**4. PUBLIC TO BE HEARD**

**a. Comments from Public on Items Not on Agenda**

Mr. Watts explained that this is the time during the meeting for members of the public to speak on items not included in tonight's agenda. He encouraged the public to be civil, brief, use appropriate language, refrain from personal attacks, and address comments to the Selectboard Chair.

Ms. Wrenner urged the Selectboard to review the Senior Center Memorandum of Understanding (MOU).

**5. BUSINESS ITEMS**

**a. Presentation from Conservation & Trails Committee about budgeting for ash tree management**

Mr. Botula and Mr. Jackson said they believe that the emerald ash borer (EAB) invasive insect is in Essex and said that many urban trees in Essex are ash trees. It is expected that all ash trees will be killed by the emerald ash borer, and that proactive removal of the trees is less expensive than reactive removal. The Committee would like the Town to commit to biennial treatment of 13 trees, continue the proactive removal and replacement program, and create an "adopt-a-tree" citizen volunteer program. Ms. Cook asked if EAB had been found in Essex, Mr. Botula said that it had not been found specifically, but that it is in nearby towns and that some ash trees in the community are not in good shape. Mr. Jackson said it has been found in surrounding towns, and that once EAB is found on trees it is often too late for those trees. Mr. Botula said that the Committee wanted to begin treatment on the 13 trees this spring, Mr. Duggan said he would work with staff to ensure that approximately \$1,000 in funding would be available for the treatment.

In public comment, Ms. Smith encouraged the Board to consider carbon sequestration when looking at replanting trees. Mr. Smith asked about treatment effectiveness, term, and if there was an ash tree that was naturally resistant to EAB. Mr. Botula said treatment is extremely effective, that treatment needed to be

50 continued indefinitely, and that he was not aware of any natural resistance in ash trees. Ms. Davis  
51 suggested professionals and organizations who may be able to help with EAB and pointed out a dangerous  
52 tree on Sand Hill Road.

53

**54 b. Potential action to compensate Village of Essex Junction \$97,003.85 for Village Manager  
55 recruitment and hiring process**

56 Mr. Duggan said the Village has requested a payment for the remainder of the fiscal year, due to the end  
57 of shared management. Mr. Watts said that there is a gap in management coverage from February 25 to  
58 June 30. The Village is losing the management support it expected based on the approved budget, and  
59 these funds are intended to replace this support. Mr. Murray said this money has already been paid into the  
60 Town account for this purpose. Ms. Cook, Ms. Hill-Fleury, and Ms. Delphia expressed confusion that the  
61 motion made by the Trustees stated that the funding was for the Village Manager recruitment and hiring  
62 process. Ms. Hill-Fleury said the Selectboard had never discussed helping the Village hire a new manager.  
63 Mr. Murray said he does not believe that the Selectboard has any ability to restrict how funds are spent  
64 once issued. Mr. Chawla said this request is to replace the funds that have already been paid for this  
65 purpose and that this amount was calculated based on a loss of service. Mr. Brown clarified that these  
66 funds are purely to give back money that was previously allocated for shared management. Ms. Cook  
67 asked how the Village plans to cover the HR services being provided by the Town, and Mr. Brown said  
68 those decisions would be made by the interim manager. Mr. Murray said the Selectboard requested to end  
69 joint municipal services and is confused why the Board is balking at reimbursing the Village for the funds  
70 that they have already paid. He said he does not feel comfortable keeping tax money that has been  
71 collected and allocated for a specific line item. Ms. Hill-Fleury said she has a problem with the specific  
72 wording and would like it to be more specific regarding the purpose of these funds. Mr. Watts clarified  
73 that both Boards terminated the shared management memorandum of understanding by not acting on the  
74 Unified Manager's contract, and that the Trustees were interested in a possible extension but the  
75 Selectboard chose not to do so. Mr. Watts said the main question is if this to be a flat payment or a  
76 specific reimbursement based on cost incurred.

77

78 In public comment, Mr. Chawla said the Trustees had made a specific and detailed calculation on the  
79 Village tax dollars that were put into the Town budget, and that how those funds are spent is a Village  
80 discussion. There should be no need for the Village to present detailed information on spending. Mr.  
81 Smith said the money in question was collected only from Village residents and was transferred to the  
82 Town for the contracted service of shared management. The Selectboard should not be making decisions  
83 about this money. Ms. Delphia said the confusion around the stipulation came from how the motion came  
84 from the Trustees, and that she does not think the Selectboard can bind another Board on how they spend  
85 their money. Mr. Watts suggested re-wording the motion, and Mr. Brown said the Selectboard knows the  
86 intent of what the funding is for and requested that it not be delayed. Ms. Wrenner said she heard the  
87 Trustees discuss the possibility of a 30-hour-a-week interim manager and said she does not believe this  
88 would cost \$97,000. She does not believe that the Selectboard owes the Trustees any funds and said the  
89 Trustees should not attempt to bind the Selectboard. She also encouraged the Town to work with the  
90 Village to help them transition.

91

**92 ANDY WATTS made a motion, seconded by PATRICK MURRAY, that the Selectboard provide  
93 the Village of Essex Junction \$97,003.85 to replace services that will be lost due to discontinuance of  
94 the shared manager MOU. Motion passed 5-0.**

95

**96 c. Potential action to compensate Village of Essex Junction \$60,000 for Finance Director  
97 recruitment and hiring process**

98 Mr. Duggan said that Finance Director Ms. Macy is moving on to another opportunity, and that now is the  
99 time to separate the shared Finance Department into two teams for the Town and Village. This will allow  
100 each municipality to focus on their own needs. Mr. Duggan explained the history of the sharing of finance  
101 services between the Town and Village and said it is tied to shared management. There are five employees  
102 in the Finance Department, three of which are paid primarily through the Town budget, one through  
103 water/sewer funds, and another through the Village budget. Ms. Macy said it would be difficult to hire  
104 someone to be a joint finance manager only for them to undue everything in a few years. Mr. Duggan said  
105 that, even with two Finance Directors, there will still need to be an agreement and a plan to separate Town  
106 and Village finances. The Town has money in the budget to hire for a Finance Director, however the  
107 Village does not. A transition manager will also need to be hired to assist each side in pulling apart this  
108 process. Mr. Watts and Ms. Cook expressed concern that the Town is being asked to pay for both  
109 positions. In public comment, Mr. Percy asked if the Village contributed 40 percent of the Finance  
110 Director's salary. Mr. Watts said it was approximately 42 percent. Ms. Davis suggested hiring an  
111 accounting firm to do the unraveling. Mr. Chawla said there is no bias in accounting, and that he hopes the  
112 Board has heard what staff have said regarding this matter, and that Ms. Macy's departure will create a  
113 huge hole. Ms. Zaloom asked if the Village would be able to hire a Finance Director if it does not receive  
114 these funds. Ms. Macy said if this does not happen, a joint finance director would need to be hired. Due to  
115 the instability, this may be difficult to do. Mr. Duggan said Finance, which is a shared department, was  
116 budgeted for fiscal year 2022 and primarily covered through the Town budget. The Village had not  
117 budgeted for this in their budget due to the shared nature of the department. Ms. Cook suggested looking  
118 to see if there are funds where the money can be reallocated in the Village budget. Mr. Watts said more  
119 detail is needed to decide and said it is unclear where the Board is being asked to provide the money from,  
120 as a similar question is being asked in relation to the fund balance. All decided to table this conversation.  
121

**d. Work session on fiscal year 2023 budget**

122 Ms. Macy said that the Budget Day workshop on November 9, 2021 showed a 5.8 percent overall increase  
123 and a 7.1 percent increase in the tax levy, with the tax levy greater than the budget increase due to lost  
124 revenue from ending some shared services. Adjustments made to the budgets since the budget day brought  
125 down the budget increase to 4.6 percent and a 5.4 percent tax levy increase. Major changes involve  
126 removing a management position, removing Village revenue for the Finance Director, and adding the use  
127 of fund balance. Ms. Cook encouraged the Board to discuss the large increase requested for Essex Rescue.  
128 Mr. Duggan said Essex Rescue will present to the Selectboard next month. Ms. Delphia asked if one per  
129 diem position will help to alleviate the staffing concerns at the Fire Department and encouraged the Board  
130 to look at the "career ladder" approach, like the Village Fire Department. The Board also discussed the  
131 cleaning budget at the Essex Free Library and increases to the Health Officer stipend. Ms. Macy asked if  
132 the Selectboard would like to see a certain percentage decrease. Mr. Watts said no. Mr. Murray said the  
133 Board has pushed off expenses for several years, and that continuing to push these off would be doing a  
134 disservice to the community.  
135

136  
137 Ms. Wrenner said the Fire Department has asked every year for better equipment and compensation and  
138 said that she would like to see the wages to be in sync with the Village Fire Department. She said she  
139 considers a local option tax regressive and said this has been voted down by the Village and Town in the  
140 past and suggested adding a "luxury" tax on cannabis, alcohol, or hotels.  
141

142 Ms. Davis said that too much time and money is spent on separation, and that the Town needs to focus on  
143 its own needs.  
144

145 Ms. Zaloom encouraged there to be some parity between pay in the Village and Town Fire Departments.

146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193

**e. Potential action on fund balance assignments**

Ms. Macy said she had anticipated that fiscal year 2021 would be a low revenue year, however this was not the case and the Town had a large amount of unspent funds. This is as a result of COVID relief funds, underspending on personnel, and increased property sales. Ms. Macy noted that some of these funds are only able to be spent on a specific purpose (restricted), while others are unassigned. Additional funds will be used to reduce property taxes. She highlighted some suggestions on spending these unassigned funds, such as records preservation, separation/repurposing of merger costs, and personnel costs. Mr. Watts mentioned that the Selectboard would pay a severance cost as a part of ending shared management services, which would be paid out of personnel costs.

**PATRICK MURRAY made a motion, seconded by TRACEY DELPHIA, that the Selectboard assign the fund balance in the amounts indicated above, and in addition change the category for merger related costs to separation related costs. Motion passed 5-0.**

**f. Potential action to end Memorandum of Understanding Regarding the Unified Manager**

Mr. Watts said that this is explicitly on the agenda to allow for comments from the public, of which there were none.

**SUE COOK made a motion, seconded by TRACEY DELPHIA, that the Selectboard end the Memorandum of Understanding Regarding the Unified Manager when the MOU expires after February 26, 2022. Motion passed 5-0.**

**g. Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction**

The Selectboard discussed the following agreements: Memorandum of Understanding Regarding Agreements for Shared Services, Delinquent Tax Agreement, Information Technology Agreement, and Police Services Agreement.

Regarding the MOU, Mr. Watts encouraged the Board to develop a timeline for the end of each shared service. He said he and Mr. Murray met with local legislators, and they expect the legislature to be tied up with other issues this year, and that the charter will not be reviewed if it comes with any confusion surrounding it. They recommend that the Selectboard and Trustees decide and submit it to the legislature for them to address the legality. It is important that there are no contradictions between the documents presented by the Town and Village. Mr. Watts said there is a possibility that a town-wide vote may need to be held, or an annexation panel to occur. Mr. Ellis discussed wording on the term “must,” stating that the Town has committed to executing all of the top tier agreements, but not the second tier. He also suggested that the Town not negotiate second-tier agreements until all top-tier agreements are finalized.

Mr. Murray left the meeting.

Mr. Ellis said the Town should draw a line in the sand for when no Town services are to be provided to the Village or City. Mr. Watts agreed with this and said that knowing so would be helpful to the Town for planning purposes. He said he is seeing less and less value to these agreements as the Town is losing financially. Ms. Hill-Fleury agreed. There was some discussion regarding whether the current Town justices of the peace who reside in the Village will automatically be City justices of the peace. Ms. Delphia said she would like more information as to why some of the changes were made by the Village, as substantial changes have been made. Mr. Watts clarified to Mr. Ellis that the Selectboard wants to ensure

194 that all agreements are approved on an “all or nothing” basis, retain the ability to oppose, and have a  
195 defined timeline. All agreed with this sentiment.

196  
197 Regarding the Delinquent Tax Agreement, Mr. Watts said the Trustees wrote the City charter to say the  
198 City will collect taxes during its transition year, and in order to have the document approved by the  
199 legislature consistency is important. The Selectboard discussed the proposed change to the document,  
200 stating that the City would collect taxes as soon as they become an independent municipality. During the  
201 transition year, the City will be collecting taxes for Town properties. The money owed to the Town would  
202 be paid by the end of the fiscal year. This means the City taxpayers will still owe Town taxes at this time,  
203 and the Town will not be able to collect taxes due to them. Mr. Ellis said the City charter could be  
204 changed by the legislature, and that the Selectboard should not go with something just because it is  
205 included in the charter. The Selectboard expressed concern that the City may not have the financial  
206 infrastructure needed to ensure that correct taxes are collected and allocated to the Town. Mr. Ellis said  
207 the Village should be required to purchase City delinquent properties upon the formation of the City,  
208 instead of reimbursing the Town after collections. Ms. Delphia said the scope of this agreement needs to  
209 be revisited. The Board said it would like the Town to collect its own taxes, so long as it is legal, and if  
210 not would want appropriate terms on when the money would be paid to them.

211  
212 Regarding the IT Agreement, the Board questioned a statement that said the time to facilitate the  
213 migration would be negligible. Mr. Duggan said IT staff members have confirmed this statement. The  
214 Selectboard questioned how it would be ensured that the City would not have access to Town data. Mr.  
215 Watts said this document does not have a clear end date, and it appears that only the Village can terminate  
216 the document. Ms. Delphia brought up information security concerns, and who would be responsible for  
217 such, and Mr. Ellis said this should be the City’s responsibility. He also said there should be some  
218 verbiage regarding federal or state violations on protected data. Ms. Cook brought up concerns regarding  
219 the definition of a “reasonable” rate, as well as vendor negotiations.

220  
221 Regarding the Police Agreement, Ms. Cook said she was not comfortable with an automatic termination.  
222 Mr. Ellis suggested some kind of reciprocal agreement for uncollected services and expressed concerns  
223 about statements on refunds.

224  
225 In public comment, Ms. Wrenner asked when it would be determined that this is not good faith negotiation  
226 on the part of the Village. Ms. Davis commended the Selectboard and Mr. Ellis for their hard work.

227  
228 **6. CONSENT ITEMS**

229 **DAWN HILL-FLEURY made a motion, seconded by SUE COOK, to accept the consent agenda.**  
230 **Motion passed 4-0.**

- 231 a. Approve Minutes: November 9, 2021  
232 b. Check Warrants: #17924—11/05/2021

233  
234 **7. READING FILE**

- 235 a. Board member comments: Ms. Delphia brought attention to her e-mail on Selectboard “office hours,”  
236 and said that she is happy to have future conversations with Board members regarding setting this up. Mr.  
237 Watts clarified a statement he had made at an earlier meeting and said there is in fact a provision in some  
238 communities to recall a Selectboard member. He said that there is currently a citizen-led effort to allow  
239 recalls in the Town of Essex.  
240 b. Email from Charles Cole re: Response to calls for Self Harm Patients  
241 c. Email from Tracey Delphia re: Thoughts on 'office hours'/public availability

**SELECTBOARD MINUTES  
(DRAFT)**

**November 15, 2021**

- 242 d. Email from Community Development Department re: Casey Clark Resignation from Conservation and
- 243 Trails Committee
- 244 e. Information about fiscal year 2022 Human Services Funding
- 245 f. Upcoming meeting schedule
- 246

**8. EXECUTIVE SESSION**

- 247
- 248 **~~a. An executive session may be requested to discuss negotiation of contracts and agreements~~**
- 249 **~~between the Town of Essex and Village/City of Essex Junction~~**
- 250

**9. ADJOURN**

- 251
- 252 **TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, for the Selectboard to**
- 253 **adjourn. Motion passed 4-0 at 10:59 PM.**
- 254

255 Respectfully Submitted,  
256 Darby Mayville  
257 Recording Secretary

# MEETING SCHEDULES

11/23/2021

TOWN SELECTBOARD MEETINGS 	VILLAGE TRUSTEES MEETINGS 	JOINT MEETINGS 
Meeting Date/Time	Meeting/Location	Recording Secretary
December 6, 2021—6:30 PM	SB Regular	Cathy
December 13, 2021—6:30 PM	JB Special—81 Main	Darby
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	Darby
January 25, 2022—6:30 PM	VB Regular	Cathy
February 7, 2022—6:30 PM	SB Regular	Darby
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	Darby
February 28, 2022—7:30 PM	Town Informational Hearing	Darby
March 7, 2022—6:30 PM	SB Regular	Darby
March 8, 2022—6:30 PM	VB Regular	
March 21, 2022—6:30 PM	SB Regular	Darby
March 22, 2022—6:30 PM	VB Regular	Cathy
April 4, 2022—6:30 PM	SB Regular	Darby
April 6, 2022—7:00 PM	Village Informational Hearing	Cathy
April 13, 2022—6:30 PM	VB Regular	