



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

*Online and 81 Main Street
Essex Junction, VT 05452
Monday, December 13, 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](#).
- **JOIN CONFERENCE CALL:** (audio only): (802) 377-3784 | Conference ID: 740 392 395#

1. **CALL TO ORDER** [6:30 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **APPROVE AGENDA**
4. **PUBLIC TO BE HEARD**
 - a. Comments from Public on Items Not on Agenda
5. **BUSINESS ITEMS**
 - a. *Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction
 - b. **Discussion about purchasing radio infrastructure for public safety
 - c. Presentation and potential action on Out & About in Essex
 - d. Discussion about retail cannabis and update on first public forum
 - e. Discussion of Essex Rescue funding request for fiscal year 2023
 - f. Discussion and possible action on Town of Essex payment to Village of Essex Junction for hire of Finance Director
 - g. Discussion about Tree Farm Business Plan and New Agreements
 - h. ***Discussion and possible action about contracts
6. **CONSENT AGENDA**
 - a. Approve minutes: November 22, 2021 – (Trustees only)
7. **READING FILE**
 - a. Board member comments
 - b. Questions & Answers about Town of Essex Rule Requiring Face Coverings Indoors in Public Spaces
 - c. Upcoming meeting schedule
8. **EXECUTIVE SESSION**
 - a. *An executive session may be needed to discuss negotiation of contracts and agreements between the Town of Essex and Village/City of Essex Junction
 - b. **An executive session may be needed to discuss security or emergency response measures, the disclosure of which could jeopardize public safety
 - c. ***An executive session is anticipated to discuss contracts
9. **ADJOURN**

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: 12/10/2021 

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager
Cc: Marguerite Ladd, Assistant Manager; Brad Luck, Essex Junction Recreation & Parks Director
From: Greg Duggan, Deputy Manager
Re: Discussion about and possible executive session for contracts and legal matters regarding Village of Essex Junction's proposed separation from Town of Essex
Date: December 10, 2021

Issue

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

Discussion

Following the Selectboard's discussion about shared service agreements on December 6, 2021, Brad Luck has updated the proposed agreements. Agreements included in the packet include the following:

- Memorandum of Understanding regarding agreements for shared services
- Delinquent Tax Agreement
- Information Technology Agreement
- Police Services Agreement
- Reappraisal and Assessor Services Agreement
- Right of First Refusal
- Stormwater Agreement (and supporting materials)

In addition, Mr. Luck provided a memo, dated December 8, 2021, re: Upcoming Agreements (attached).

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

Cost

N/A

Recommendation

If the Trustees/Selectboard wishes 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, Town Attorney, Village Attorney, the Unified Manager, Deputy Manager, Assistant Manager, and Essex Junction Recreation & Parks Director."

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~~Clerk/Treasurer's 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 reach agreement, at a minimum, on the following matters: Right of First Refusal for 81 Main Street; Stormwater Agreement; Indian Brook access; EJRP Recreation program access; Senior Center and Bus; ~~Free 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.

6. Any notice required under this MOU shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting.

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

To Village of Essex Junction: Village Board of Trustees
 2 Lincoln Street
 Essex Junction, VT 05452

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

DATED this ____ day of _____, 202__.

TOWN OF ESSEX

By: _____

Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

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 ("Village") 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 each Municipality in collecting property tax ~~payments delinquencies and delinquencies between the Municipalities;~~

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

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 Prior to the date the City begins collecting its own taxes, 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 ~~Town~~ City. 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) This Agreement may be amended or modified by mutual written agreement of the Parties.

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4) This agreement shall terminate when all delinquencies incurred for properties located in the former Village have been collected by the Town or when the City has purchased all delinquent accounts from the Town.

5) 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

6) 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.

7) 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.

8) 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.

9) 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~~10) 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 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 data acquisition stemming from their technology migration efforts~~ 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 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%) 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 Town and City shall 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.

5.—

6. This Agreement shall terminate at the time the City notifies the Town the migration is complete or June 30, 2023, whichever occurs sooner. If this contract requires an extension, the Parties shall not unreasonably deny the extension because the migration is not complete. Prior to termination of the Agreement, the City shall reimburse the Town for any costs incurred pursuant to Section 5 above.

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

6.—

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87. 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

98. 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.

109. 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.

110. 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.

121. 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.

132. 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.

~~19. 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 be renewable for another five (5) years (Extended Term) at the conclusion of the Initial Term provided 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, and the budget failure necessitates a reduction in the budget for Police Services, there will be a concomitant reduction in the level of service. 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 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 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

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

REAPPRAISAL AND ASSESSOR SERVICES AGREEMENT

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

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

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

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

WHEREAS, if the reappraisal funds are not sufficient to fully fund the upcoming reappraisal, the Town and City shall each contribute additional funds in proportion to each Municipality's percentage of the parcels located in the Town and City ("Percentage of Parcels");

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

WHEREAS, the City agrees to continue to contribute towards the costs of the Town's Office of Assessor and receive assessing services for the City, based upon its Percentage of Parcels until the upcoming reappraisal is complete and the appeal process has concluded; and

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

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

1. The Town shall use the existing reappraisal funds to conduct the upcoming reappraisal of all properties located within the Town and the City.

2. The Town shall initiate and manage the upcoming reappraisal pursuant to 32 V.S.A. § 4041a, unless the Parties mutually agree otherwise.
3. The reappraisal fund balance ("Reappraisal Balance") shall be determined as of the date of the last payment by the State pursuant to 32 V.S.A. § 4041a to the Town which includes payment for parcels now located in the City.
4. If the Reappraisal Balance is insufficient to fund the upcoming reappraisal, the Town and City shall contribute additional funds in proportion to each Municipality's percentage of parcels.
5. The additional funds shall be due thirty (30) days after receipt of a detailed accounting and invoice.
6. If residual funds remain in the Reappraisal Balance at the conclusion of the upcoming reappraisal, the residual funds shall be distributed to the Town and City in proportion to each Municipality's percentage of parcels if lawful.
7. The residual funds shall be disbursed with a detailed accounting of the disbursement within thirty (30) days of the final payment for the upcoming reappraisal.
8. Any appeals for properties located within the City that arise from reappraisal after the Change of Real Estate Values are sent to property owners shall go to the Assessor. The Assessor will work with the reappraisal contractor to address the appeal. If City property owners are not satisfied with the outcome of the Assessor's decision, they may appeal to the City Board of Civil Authority. shall hear and address any tax appeals that arise from the reappraisal for properties that are located within the City.
9. In exchange for its receipt of Assessor services, the City will continue to contribute towards the cost of the Office of the Assessor -based upon its percentage Percentage of parcels-Parcels until the end of the fiscal year in which the upcoming reappraisal is completed – when the Change of Real Estate Values are sent to property owners. If the reappraisal is completed after either the Town or City budget for the subsequent fiscal year has been approved by their respective board, but before the end of the current fiscal year, and the municipalities have not budgeted to each have their own assessing department, this agreement shall remain in place through the end of the subsequent fiscal year. Thereafter, should there be an appeal process with respect to any parcel located within the City, the City shall compensate the Town for time expended by Town employees in supporting the City's Town Assessor's position in the appeal on a reasonable hourly basis based upon the salary and benefit costs of the Town employee. When

the reappraisal is completed but before any appeals have concluded, the City may establish its own office of assessor at its sole cost and expense (including the cost of data transfer) or continue to share assessor services with the Town. Continuing a shared relationship will be pursuant to a new mutually acceptable agreement.

9.10. This Agreement shall terminate upon the conclusion of the reappraisal and any associated appeals.

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

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

12. Any notice required under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party.

To Town of Essex: Town of Essex

Town Manager
81 Main Street
Essex Junction, VT 05452

To City of Essex Junction: City of Essex Junction

City Manager
2 Lincoln Street

Essex Junction, VT 05452 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

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13. 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.
14. 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.
15. 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.
16. 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.
17. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 202__.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

RIGHT OF FIRST REFUSAL AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the TOWN OF ESSEX, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTOR, in consideration of One and More Dollars paid to its full satisfaction by the CITY OF ESSEX JUNCTION, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTEE, does hereby GIVE, GRANT AND CONVEY unto the said CITY OF ESSEX JUNCTION, a right of first refusal on property known as 81 Main Street in the City of Essex Junction and more particularly described as being all and the same land and premises conveyed to the Town of Essex by Warranty Deed of Claude B. Gagne and Gerald C. Milot dated May 3, 1982 and recorded in Book 167 at Page 26 of the Town of Essex Land Records ("Property").

In consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1) Grantor hereby unconditionally and irrevocably grants to Grantee a right of first refusal to purchase all or a portion of the Property, or any interest in the Property, on the terms and conditions contained in this Agreement.
- 2) In the event Grantor intends to accept a bona fide offer to sell the Property to a third party ("Offer"), it shall promptly give to the Grantee written notice of the terms of such contract. The written notice shall contain the material terms and conditions of the Offer, including, but not limited to, the price, a description of the property to be transferred, the form of consideration, contingencies, and a copy of the contract.
- 3) In the event Grantor desires to sell the Property and does not have an Offer, the Parties may: a) together agree on the fair market value; b) use a mutually agreed upon appraiser to determine the fair market value of the Property; or c) each hire an independent appraiser and the appraisers shall together determine the fair market value of the Property. The appraisal costs shall be shared equally between the Parties.
- 4) Grantee shall have the option to purchase the Property on the same terms and conditions set forth in said contract or as determined in Section 3 above. Within sixty (60) days after the date it receives notice of the proposed sale or the fair market value is determined, Grantee shall either notify Grantor in writing that it will purchase the premises on the terms and conditions set forth or deliver to Grantor a written waiver of its right of first refusal in recordable form. In the event Grantee delivers to Grantor a written waiver of its right of first refusal in recordable form, or fails to respond to the notice of the proposed sale within sixty

(60) days, Grantor may thereafter sell the premises to the third party making the offer. If for any reason the premises are not sold to the third party, notice of any subsequent contract for the sale or conveyance of the above-described property by Grantor shall be given to Grantee on the same terms and conditions for acceptance or refusal as set forth above.

- 5) If the transferred Property constitutes less than the entire interest of Grantor in the Property, then the terms and conditions of this Agreement shall remain in full force and effect regarding any portion of, or interest in, the Property which was not part of the transferred Property.
- 6) In the event Grantee elects to exercise its right of first refusal and timely notifies Grantor thereof, it shall have not more than ~~six months~~ two onetwo (2+) years to close on said transaction. Grantor shall convey title via warranty deed in customary Vermont form, sufficient to convey ~~to~~ good and marketable title to the Property. If Grantee fails to close within the onetwo-year period it will be deemed to have waived this right of first refusal unless the Parties mutually agree otherwise.
- 7) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, with signed notice of receipt; (b) five (5) days after having been sent by certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.
- 8) This right of first refusal shall be binding on the successors and assigns of Grantor and Grantee.
- 9) This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.
- 10) No modification, amendment, deletion, or termination of this Agreement shall be effective unless in writing and signed by both Parties.

DATED at _____, Vermont this _____ day of _____, 20__.

TOWN OF ESSEX

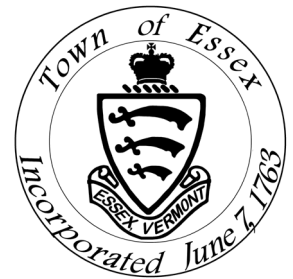
By:
Duly Authorized Agent

STATE OF VERMONT

COUNTY OF CHITTENDEN, SS.

At _____, Vermont, this _____ day of _____, 20____,
_____, duly authorized agent of the Town of Essex personally appeared, and
they acknowledged this instrument, by them sealed and subscribed, to be their free act
and deed and the free act and deed of the Town of Essex.

Before me, _____
Notary Public



MEMORANDUM

TO: Town of Essex Selectboard and Village of Essex Junction Trustees

FROM: James Jutras, Water Quality Superintendent; Chelsea Mandigo, Village Stormwater Coordinator/Wastewater Operator; Annie Costandi, P.E. Town Director of Stormwater Operations/Staff Engineer; Dennis Lutz, PE, Town Public Works Director

cc: Evan Teich, Unified Municipal Manager; Gregory Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Brad Luck, EJRP Director

DATE: 10/5/2021

SUBJECT: City of Essex Jct / Town of Essex proposed stormwater agreement

Issue: Whether to approve the proposed stormwater agreement enclosed.

Discussion: Since 2015 the Town and Village have had a Memorandum of Agreement Re: Stormwater Permitting and Management Services (Stormwater MOU) outlining how financially the two communities would work together to meet their separate state stormwater permits. Planning efforts were also joint as mentioned in the Memo "summary of stormwater permit & funding Q&A related to separation" dated 9/8/2021. From this MOU the Town and the Village have the outstanding items:

1. Two remaining large scale capital projects.
 - Church of Jesus Christ of latter-day Saints (LDS) Essex Way Stormwater retrofit- last FRP Project to meet permit obligations.
 - Town/Village cul-de-sac stormwater retrofit- 2 locations Town, 1 location Village
2. Handful of smaller scale projects that various grants have been received with the match allocated from Town Stormwater capital fund for permit requirement projects.
3. Still pending is a funding mechanism that could include fees, capital tax, development fees or other mechanisms to be determined by each community.

Discussion occurred among all stormwater staff in both communities and collectively it was decided that it is best to dissolve the Stormwater MOU dated 1/13/2015 once the City completes the transitional period and enter into the attached Stormwater Agreement.

We believe at that time the current obligations from the Town Stormwater Capital fund will be complete and it will only leave the PCP project to be developed and funded and would serve as a clean break point for stormwater projects.

Costs: 1) Without additional grant money, the LDS Church the Town Stormwater Capital Fund will need additional funds. 2) Determine stormwater funding mechanisms in both communities. 3) Develop a City Stormwater budget.

Recommendation: It is recommended that the Selectboard and Trustees terminate the Town of Essex and Village of Essex Junction Stormwater MOU dated January 13, 2015 and enact the attached stormwater agreement between the Town of Essex and City of Essex Junction once the transition period concludes.



TOWN OF ESSEX VERMONT

MEMORANDUM OF AGREEMENT BETWEEN TOWN OF ESSEX AND VILLAGE OF ESSEX JUNCTION RE: STORM WATER PERMITTING AND MANAGEMENT SERVICES

This Memorandum of Agreement (Agreement) is entered into this 13th day of January 2015, by and between the Town of Essex ("Town") and Village of Essex Junction ("Village").

WITNESSETH:

WHEREAS, both the Village and the Town are authorized to discharge storm water within their respective municipal borders pursuant to an Authorization to Discharge Under Municipal Separate Storm Sewer System (MS4) General Permit 3-9014; and

WHEREAS, as MS4 permit holders, both the Village and the Town are subject to similar permit compliance obligations, including the payment of annual operating fees to the State of Vermont (State), the development of plans for addressing expired state storm water permits discharging into their respective MS4 systems, the filing of semi-annual and annual reports, and the development of a Flow Restoration Plan (FRP); and

WHEREAS, presently there are two designated impaired waterways located within the Town and the Village—Indian Brook and Sunderland Brook—which flow through both communities in shared watersheds; and

WHEREAS, the MS4 General Permit 3-9014 requires communities in shared watersheds to work collectively to develop watershed-based FRPs; and

WHEREAS, the Village and Town previously formed a Joint Storm Water Coordinating Committee (SWCC), which developed a common ordinance for handling expired permits in the impaired waterways for both municipalities and is presently developing a joint FRP; and

WHEREAS, proposed total maximum daily load (TMDL) requirements for phosphorous flowing into Lake Champlain will require the continued coordination of storm water planning and improvements by the Village and Town; and

WHEREAS, section 4901 of Title 24, Vermont Statutes Annotated, allows a municipality to contract with another municipality to perform any governmental service, activity or undertaking which each municipality is authorized by law to perform, provided the legislative body of each municipality approves the contract and the expenses for such governmental service are included in a municipal budget approved under 17 V.S.A. § 2664 or comparable charter provision; and

WHEREAS, the Village and the Town desire to continue their coordinated efforts with respect to storm water permit compliance and program management by creating one cost center within the Town's annual budget;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. On or before January 15th of each year, the Village Board of Trustees shall provide the Town Selectboard with a budget amount for storm water permit compliance and program management within the Village for inclusion in the Town's annual budget. The costs to be included in the Village's budget amount shall be: (1) all salaries and benefits of Village employees involved in storm water permitting and management; (2) State storm water permit fees; (3) payments to the State for required stream flow monitoring; (4) GIS support for storm

water system mapping; (5) field data collection costs required under storm water permits; (6) consultant studies determined necessary by the SWCC; (7) employee storm water training and travel to effect permit compliance; and (8) minor storm water system design costs required for implementation of permit-required storm water system improvements.

Unless otherwise agreed by the Town and Village, the amounts submitted by the Village Board of Trustees for inclusion in the Town budget shall not include funds for the repair, maintenance or reconstruction of existing storm water system infrastructure in the Village, including catch basins, pipelines, outfalls, culverts and related structures, which shall continue to be a Village expense separate and apart from storm water permit compliance and program management costs.

2. The Town Selectboard shall include the storm water permit compliance and program management costs provided by the Village Board of Trustees pursuant to section 1, above in the Town's annual budget for approval by the legal voters of the Town at its annual meeting in March pursuant to 24 V.S.A. Appx. Ch. 117, § 303. In the event the voters do not approve a budget that includes the Village's storm water permit compliance and program management costs, then this Agreement shall be null and void and the Village shall remain responsible for raising such funds through the Village budgeting process.

3. The Town shall be responsible for paying all Town and Village storm water permit compliance and program management costs during each fiscal year that the voters approve the inclusion of the Village's costs in the Town budget, including costs associated with the proportionate salaries and benefits of the Village Water Quality Superintendent (33%) and the Village Environmental Technician (20%). The stated percentages are subject to change upon the mutual agreement of the Parties.

4. The SWCC shall continue in place to assist with the coordination of storm water activities within each municipality. The SWCC shall make recommendations to the Village Board of Trustees and the Town Selectboard for the inclusion of additional costs in the combined storm water budget for future budget years, including major storm water system design and construction costs as required by a State-approved FRP. The SWCC also shall make recommendations to the Village Board of Trustees and the Town Selectboard concerning development of a separate charge or fee for storm water permit compliance and program management separate and distinct from the Town General Fund if determined to be in each party's "best interests."

5. This Agreement may be modified only by a written amendment signed by the Parties. If any provision of this Agreement shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Agreement, which shall be construed, reformed and enforced to effect the purposes of this Agreement to the fullest extent permitted by law. This Agreement shall be governed by and construed under the law of the State of Vermont, without application of principles of conflicts of laws, and constitutes the entire agreement of the Parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between the Parties in such respect.

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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.


For the Town of Essex Selectboard


Max G. Levy, Chair


Brad M. Luck, Vice Chair


Andrew J. Watts, Clerk

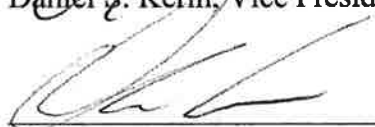

R. Michael Plageman


Irene A. Wrenner

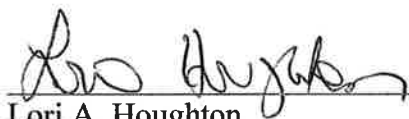
For the Village of Essex Junction Board of Trustees


George A. Tyler, President


Daniel S. Kerin, Vice President


Andrew Brown


Elaine Sopchak


Lori A. Houghton

Stormwater 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 Municipalities;

WHEREAS, the Town and Village signed a Memorandum of Agreement Between Town of Essex and Village of Essex Junction Re: Stormwater Permitting and Management Services on January 13, 2015 (“Stormwater MOU”);

WHEREAS, Section 5 of the Stormwater MOU states “This agreement may be modified only by a written amendment signed by the Parties”; and

WHEREAS, the Town and Village of Essex Junction do not see a need for the Stormwater MOU to continue in the event that the Charter for the City of Essex Junction is approved by the Legislature;

WHEREAS, Stormwater project funding for eligible Flow Restoration, Phosphorous Removal, and other related state and federal permit requirements has previously been provided for each community by the Town’s Capital fund;

WHEREAS, approved projects not yet completed may require more or less funding than what has been and will be collected to complete the approved projects;

WHEREAS, each community may establish separate community funding for new projects;

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

1. The Town and City agree to terminate the Stormwater MOU effective at the conclusion of the Transition Period as defined in the City of Essex Junction Charter.
2. Current and future stormwater personnel from both communities are encouraged to discuss opportunities to work together on stormwater-related funding and projects when it is mutually beneficial to each community, including, but not

limited to, the potential for cost-sharing when appropriate and/or developing a stormwater funding mechanism such as a stormwater utility.

3. The Municipalities agree to continue the use of any identified stormwater funding from the Town Capital fund that was collected from Village and Town of Essex property owners prior to the approval of the City Charter to complete the then approved, ongoing stormwater projects until those projects are completed. If any currently approved but uncompleted stormwater projects require additional funding to complete, the Town and City shall share such costs on a percentage of the grand list basis. If there are any residual funds after the projects are completed, the funds should be distributed to each municipality on a percentage of the grand list basis.
4. Future stormwater projects shall be funded by each municipality respectively once the Transition Period has concluded. This Agreement may be amended or modified by mutual written agreement of the Parties.
5. 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

6. 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.
7. 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.

8. This Agreement represents the entire agreement between the Parties. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.
9. 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.
10. 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

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION
AUTHORIZATION TO DISCHARGE UNDER
MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
GENERAL PERMIT 3-9014

A determination has been made that the applicant:

Town of Essex
81 Main Street
Essex Junction, VT 05452

meets the criteria necessary for inclusion under General Permit 3-9014. Hereinafter the named applicant shall be referred to as the permittee. Subject to the conditions of General Permit No. 3-9014, the permittee is authorized to discharge stormwater from the small Municipal Separate Storm Sewer System (MS4) located in Essex, Vermont.

This permit amends and replaces previously issued authorization 7025-9014 for the following reasons:

1. An approved Flow Restoration Plans (FRP) for Indian Brook has been made part of the permittee's Stormwater Management Plan (SWMP).
2. An approved Flow Restoration Plans (FRP) for Sunderland Brook has been made part of the permittee's Stormwater Management Plan (SWMP).
3. The following previously authorized State Stormwater Permits have been incorporated into this MS4 permit:

1-0250	1-0518	1-0552
1-0619	1-0667	1-0694
1-0761	1-0775	1-0896
1-0965	1-1143	1-1186
1-1307	1-1319	1-1371
1-1381	1-1463	1-1469
2-0613	2-0633	2-0634
2-0925	2-1045	

Compliance with General Permit 3-9014 and this Authorization

The permittee shall comply with this authorization and all the terms and conditions of General Permit 3-9014, including the payment of annual operating fees to the Department. A billing statement for such fees will be sent to the permittee each year. Any permit non-compliance constitutes a violation of 10 V.S.A. Chapter 47 and may be grounds for an enforcement action or revocation of this authorization to discharge. Nothing in this permit shall be construed as having relieved, modified, or in any manner affected your on-going obligation to comply with all other federal, state or local statutes, regulations or directives applicable to you in the operation of your activities, nor does it relieve you of the obligation to obtain all other necessary state, local and federal permits. Projects identified in the Flow Restoration Plan (FRP) that have a separate state stormwater permit, and have not been incorporated into the MS4 authorization, will be subject to the schedule of compliance of the project's permit, not by the FRP.

Stormwater Impaired Waters Reporting Deadlines

The permittee shall continue to submit a report on a semi-annual basis on the permittee's implementation of the Flow Restoration Plan (FRP). The FRP report shall be submitted every year on October 1st and every year on April 1st with the MS4 Annual Report.

Right to Appeal to the Environmental Court

Pursuant to 10 V.S.A. Chapter 220, any appeal of this decision must be filed with the clerk of the Environmental Court within 30 days of the date of the decision. The Notice of Appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Court; and must be signed by the appellant or their attorney. In addition, the appeal must give the address or location and description of the property, project or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the Notice of Appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings, available on line at www.vermontjudiciary.org. The address for the Environmental Court is 32 Cherry Street, 2nd Floor Suite 303 Burlington, Vermont 05401 (Tel.# (802) 951-1740).

Effective Date and Expiration Date of this Authorization

This authorization to discharge shall become effective on August 9, 2017 and shall continue until December 5, 2017. Permittees will be contacted to reapply when the MS4 permit has been replaced.

Dated this 10th day of August, 2017.

Emily Boedecker, Commissioner
Department of Environmental Conservation

By

A handwritten signature in black ink, appearing to read "Christy Witter", is written over a horizontal line.

Christy Witter, Coordinator of the Municipal Separate Storm Sewer System (MS4) Permit Stormwater Management Program

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION
AUTHORIZATION TO DISCHARGE UNDER
MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
GENERAL PERMIT 3-9014

A determination has been made that the applicant:

Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452

meets the criteria necessary for inclusion under General Permit 3-9014. Hereinafter the named applicant shall be referred to as the permittee. Subject to the conditions of General Permit No. 3-9014, the permittee is authorized to discharge stormwater from the small Municipal Separate Storm Sewer System (MS4) located in Essex Junction, Vermont.

This permit amends and replaces previously issued authorization 7024-9014 for the following reasons:

1. An approved Flow Restoration Plans (FRP) for Indian Brook has been made part of the permittee's Stormwater Management Plan (SWMP).
2. An approved Flow Restoration Plans (FRP) for Sunderland Brook has been made part of the permittee's Stormwater Management Plan (SWMP).
3. The following previously authorized State Stormwater Permits have been incorporated into this MS4 permit:

1-0236	1-0953	1-1074
2-0155	2-0187	2-0289
2-0769	2-0835	2-0855
2-0952	2-0961	2-1103
3268-9010	3547-9010.R	3553-9010
4128-INDO	4989-INDO.R	

Compliance with General Permit 3-9014 and this Authorization

The permittee shall comply with this authorization and all the terms and conditions of General Permit 3-9014, including the payment of annual operating fees to the Department. A billing statement for such fees will be sent to the permittee each year. Any permit non-compliance constitutes a violation of 10 V.S.A. Chapter 47 and may be grounds for an enforcement action or revocation of this authorization to discharge. Nothing in this permit shall be construed as having relieved, modified, or in any manner affected your on-going obligation to comply with all other federal, state or local statutes, regulations or directives applicable to you in the operation of your activities, nor does it relieve you of the obligation to obtain all other necessary state, local and federal permits. Projects identified in the Flow Restoration Plan (FRP) that have a separate state stormwater permit, and have not been incorporated into the MS4 authorization, will be subject to the schedule of compliance of the project's permit, not by the FRP.

Stormwater Impaired Waters Reporting Deadlines

The permittee shall continue to submit a report on a semi-annual basis on the permittee's implementation of the Flow Restoration Plan (FRP). The FRP report shall be submitted every year on October 1st and every year on April 1st with the MS4 Annual Report.

Right to Appeal to the Environmental Court

Pursuant to 10 V.S.A. Chapter 220, any appeal of this decision must be filed with the clerk of the Environmental Court within 30 days of the date of the decision. The Notice of Appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Court; and must be signed by the appellant or their attorney. In addition, the appeal must give the address or location and description of the property, project or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the Notice of Appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings, available on line at www.vermontjudiciary.org. The address for the Environmental Court is 32 Cherry Street, 2nd Floor Suite 303 Burlington, Vermont 05401 (Tel.# (802) 951-1740).

Effective Date and Expiration Date of this Authorization

This authorization to discharge shall become effective on August 17th, 2017 and shall continue until December 5, 2017. Permittees will be contacted to reapply when the MS4 permit has been replaced.

Dated this 17th day of August, 2017.

Emily Boedecker, Commissioner
Department of Environmental Conservation

By 

Padraic Monks, Stormwater Program Manager
Stormwater Management Program

Memo

To: Village Trustees & Selectboard

From: Brad Luck, Essex Junction Recreation & Parks

Date: December 8, 2021

Re: Upcoming Agreements

Based on the discussion at the November 22 joint meeting, below are some “forest-level” ideas for consideration of some agreements on remaining items. These are concepts to prompt discussion so the boards can gain consensus on the high-level tenets that can be taken back by staff and legal counsel and worked into formal agreements for future evaluation.

Two recent events are driving the need for new agreements between the Village and Town. With the end of joint management and the resignation of the finance director, it would behoove the boards to discuss agreements about finance and the clerk/treasurer’s office. These relationships exist and will into the future, but should be codified in an agreement(s). Below are some draft, big picture concepts for discussion.

Additionally, there is information for consideration about shared boards, commissions, and committees, and recreation/Indian Brook/senior center/senior bus.

Finance for Village & Town (regardless of City Charter status) - [note: this is how things are about to operate]

- *Each municipality will employ, manage, and pay for their respective finance department.
- *If there are shared finance non-personnel related expenses, each municipality is responsible for their portion of the costs based on percentage of the grand list (i.e. Questica, ReadSoft, NEMRC, professional services fees (NEMRC custom programming or tax billing assistance), office supplies, group training, copier rental and usage, printing and mailing tax bills).
- *Both finance departments will operate out of 81 Main Street.
- *The finance departments work as a cross-functional team, helping to accomplish the finance needs of both municipalities, as assigned by the finance directors.
- *The finance departments work towards unraveling the areas where the two municipalities are intertwined so that each municipality can exist independently in the future.
- *Agreement expires June 30, 2025, but can be extended if needed.
- *Agreement can expire sooner if both finance directors agree they can operate independently and can draft a transition timeline with the managers, which is signed off by the boards.

Clerk/Treasurer for Village & Town (regardless of City Charter status) – [note: this is how things currently operate]

- *Village and Town share the office of the Clerk/Treasurer and consolidated Town and Village Clerk.
- *Office, staff, and services are located at 81 Main Street.

*Village employs the Clerk/Treasurer, the Town employs two Clerk/Treasurer employees.

*Town pays the Village \$50,000 per year.

Clerk/Treasurer for City & Town (if City Charter passes)

*Clerk/Treasurer relationship/agreement between the Village and Town continues until June 30, one year after the City is established (Transition Period).

*During the Transition Period Clerk/Treasurer department staff serve both municipalities, providing all clerk/treasurer services out of one office, yet distinguishing business by municipality as needed and required. Staff work to prepare for each department to operate independently, at separate locations, by the conclusion of the transition year.

*By July 1, one year after the City is established, the City and Town each employ and operate their respective Clerk/Treasurer's offices in their respective locations.

Shared Boards, Commissions, and Committees

Another agreement that needs to be reached is regarding shared boards, commissions, and committees. It is recommended that the boards have a discussion of which boards, commissions, and committees they would like to continue in the event of separation. It would be helpful if both boards could begin thinking about this in advance of the 12/13 joint meeting so that a discussion can take place, high level agreements can be reached, and staff will have content for legal counsel to draft an agreement.

CURRENT BOARDS & COMMITTEES

Joint Committees (Town of Essex & Village)

- Committee on Equity for Essex / Essex BEST (Building Equity, Solidarity, and Trust)
 - Equity for Essex = staff-based committee; currently all Town employees & one EWSD
 - Greg Duggan, Jill Evans, Ron Hoague, Marguerite Ladd, Erin Maguire, Owiso Makuku, Evan Teich
 - Essex BEST = staff initiated with staff & citizen members
 - Boards should consider A) if continuing together, B) if continuing together then staff initiated or Board appointed; C) if board appointed then define membership/terms, etc.
- Joint Housing Commission
- Joint Stormwater Coordinating Committee [in current draft of Stormwater agreement, this ends at the conclusion of the Transition Period]

Town of Essex (Serving Village & Town)

- Economic Development
- Energy Committee

Town of Essex (Serving Town Outside the Village)

- Cemetery Commission
- Conservation & Trails Committee
- Memorial Hall Committee

Village of Essex Junction

- Bike/Walk
- Capital Program Review
- Tree Advisory Committee

Recreation, Indian Brook, Senior Center, Senior Bus

*Both municipalities value the current access they have to services and parks that enhance their quality of life

*There are many transitions expected to take place over the next several years with the transition of the Village to a City and no longer a part of the Town

*The Trustees and Selectboard do not want to negatively impact these quality-of-life government services and amenities at this time

*City and Town residents shall be treated the same with respect to recreation programs with Essex Junction Recreation & Parks and Essex Parks & Recreation, Indian Brook access, access and membership to the Essex Area Senior Center, and eligibility to ride the Essex Senior Bus. Treated the same shall mean same access, charged the same fees, and have the ability to register at the same time. Exceptions include EJRP Preschool and access and programming at the public outdoor pools (Maple Street Pool and Sandhill Pool). Each community may create whatever residency requirements or advantages they see fit for these exceptions.

*Town shall employ, manage, and fund the Senior Center and Senior Bus. City shall share in these expenses on a per capita basis, once City residents are no longer paying Town taxes.

*City shall provide space at 2 Lincoln for Senior Center.

*Terminates 6/30/25

*The agreement may be modified or extended with mutual agreement by both parties

*A new agreement may be established at the conclusion of this agreement that includes some or all of the services and amenities addressed herein

Tree Farm Building Use and Maintenance

Tree Farm building use and maintenance is addressed in the Memorandum of Understanding for the management of the Tree Farm Recreation Facility between the Town of Essex and the Village of Essex Junction. That agreement covers through July 31, 2022. Based on recent conversations with the Boards, the agreement needs to be re-written and it can address these items.

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager
Cc: Charles Cole, Essex Fire Chief; Ron Hoague, Police Chief; Chris Gaboriault, Essex Junction Fire Chief; Courtney Bushey, Interim Town Finance Director; Alex Caron, Dispatcher
From: Greg Duggan, Deputy Manager
Re: Purchasing radio infrastructure for public safety
Date: December 10, 2021

Issue

The issue is for the Selectboard and Trustees to hear about the Town's multi-site public safety radio system, and the plan to improve and replace the system; and whether the Selectboard and Trustees will enter executive session to discuss security or emergency response measures.

Discussion

The Town of Essex maintains and operates the multi-site public safety radio system, which serves agencies including Essex Police, Essex Fire, Essex Junction Fire, and Essex Rescue. For fiscal year 2023, Essex Fire Chief Cole had proposed \$100,000 in the budget to make improvements to and begin replacing the radio system. The 10-year cost of replacement is estimated at \$1.33 million.

Rather than including \$100,000 in the FY23 Town budget, however, Finance and public safety staff have come up with a plan to use funding in the current budget. Staff will present details of this plan on Dec. 13.

Additional information about the radio system and costs are attached.

The Selectboard will be asked to take action on the funding at their meeting on December 20.

Cost

\$100,000

Recommendation

This memo is for information and discussion.

If the Selectboard and Trustees wish to discuss in executive session, the following motion is recommended:

"I move that the Trustees/Selectboard enter into executive session to discuss security or emergency response measures, the disclosure of which could jeopardize public safety, in accordance with 1 V.S.A. Section 313(a)(10), to include the Selectboard/Trustees, Unified Manager, Essex Fire Chief, Essex Junction Fire Chief, Essex Police Chief, Dispatcher, Finance Director, Assistant Manager, and Deputy Manager."



TOWN OF ESSEX, VERMONT PUBLIC SAFETY RADIO SYSTEM OVERVIEW

SUMMARY:

The Town of Essex, Vermont maintains and operates a multi-site public safety radio system for the purpose of ensuring communication among its first responders during emergency incidents. The system, which has been continuously built upon over the years, now serves agencies throughout the region, to include Essex Police, Essex Fire, Essex Junction Fire, and Essex Rescue. Considered one of the best systems in the county, it allows its users to communicate from locations both inside and outside the boundaries of our respective coverage areas, both on portable and mobile radios. Through continued strategic investment from multiple funding sources such as the town's fiscal budget, the town capital fund, and available grants, the system will continue to serve its intended purpose for many years to come.

The investment in high quality infrastructure components has allowed the system to remain active through consistent use 24 hours a day, 7 days a week, with little to no regular maintenance needed. Much of the credit can be attributed to the town's commitment to these strategic replacements, upgrades, and additions, some of which have coincided with larger capital improvement projects such as the replacement of the police station in 2015. During its construction, a brand-new communications tower was assembled and now serves as a vital link between other public safety radio sites within the system. As with any equipment that must meet the needs of its users around the clock, regular maintenance and replacement is critical to ensure proper care of the system. With municipally owned systems of this size, replacement cycles are often directly related to the existing needs of its users as well as the availability of funding.

Estimated Total Radio System Replacement Cost: \$1,329,224.00



**TOWN OF ESSEX, VERMONT
PUBLIC SAFETY RADIO SYSTEM OVERVIEW**

CURRENT EQUIPMENT INVENTORY:

**DOES NOT include estimates for labor, infrastructure network equipment such as switches or cabling, battery backups, microwave links, antennas, or antenna cabling. Each of these items can vary significantly based on the application and are subject to inflation/current market status.

Essex Fire End-User Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>RF Band</u>	<u>Type</u>	<u>Replacement Cost / Unit</u>	<u>Quantity</u>
Motorola	APX	VHF	Portable	\$6,500.00	30
Motorola	APX	UHF	Portable	\$6,500.00	3
Motorola	APX	VHF/UHF	Portable	\$7,700.00	1
Motorola	APX	VHF	Mobile	\$6,500.00	6
Motorola	APX	UHF	Mobile	\$6,500.00	6
Motorola	PM1500	VHF	Mobile	\$6,500.00	2
Motorola	CDM1500	VHF	Base	\$18,000.00	1
Motorola	XPR 7550e	VHF	Portable	\$1,300.00	22
Motorola	XPR 3500	VHF	Portable	\$700.00	10
Motorola	Minitor VI	VHF	Pagers	\$427.00	12
Total:				\$371,924.00	93

Essex Fire Infrastructure Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Type</u>	<u>Replacement Cost / Unit</u>	<u>Quantity</u>
Motorola	MTR2000 Base Tx/Rx	Dispatch Base	\$18,000.00	2
Motorola	Astro Tac	Site Receiver	\$8,000.00	3
Motorola	GTP/MTR	Repeater	\$25,000.00	2
Motorola	MLC 8000	Site Comparator	\$1,300.00	1
Total:			\$111,300.00	8

Essex Police End-User Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>RF Band</u>	<u>Type</u>	<u>Replacement Cost / Unit</u>	<u>Quantity</u>
Motorola	APX	UHF	Portable	\$4,500.00	38
Motorola	APX	UHF/VHF	Portable	\$5,800.00	6
Motorola	XTL	UHF	Mobile	\$4,000.00	7
Motorola	XTL	VHF	Mobile	\$3,000.00	5
Motorola	APX	UHF/VHF	Mobile	\$6,300.00	7
Total:				\$292,900.00	63

Essex Police / Dispatch / EOC Infrastructure Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Type</u>	<u>Replacement Cost / Unit</u>	<u>Quantity</u>
Motorola	APX/XTL	Console	\$7,600.00	3
Motorola	MTR	Dispatch Base	\$20,000.00	1
Motorola	MTR/Astro Tac	Site Receiver	\$6,000.00	4
Motorola	MLC 8000	Site Comparator	\$1,300.00	1
Motorola	GTR/Quantar	Repeater	\$20,000.00	2



**TOWN OF ESSEX, VERMONT
PUBLIC SAFETY RADIO SYSTEM OVERVIEW**

Motorola	MCC5500	Dispatch Console	\$275,000.00	1
Motorola	MCD	EOC Deskset System	\$20,000.00	1
Total:			\$403,100.00	13

Shared Infrastructure Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Type</u>	<u>Replacement Cost / Unit</u>	<u>Quantity</u>
Motorola	-	Microwave Links	\$150,000.00	1
Total:			\$150,000.00	1

RADIO SYSTEM PROJECTS:

Shared Upcoming Infrastructure Projects

<u>Device / Project</u>	<u>Location</u>	<u>Estimated Cost</u>	<u>Depts Affected</u>	<u>Notes</u>
Brigham Hill Radio Shelter / Generator	Brigham Hill Tower Site	\$60,000 - \$75,000	All Agencies	Replace Shelter at Tower Site and add Generator
Microwave System Replacement	All Tower Sites	\$125,000 - \$150,000	All Agencies	Replace microwave connections between all tower sites.

Essex Fire Upcoming Infrastructure Projects

<u>Device / Project</u>	<u>Location</u>	<u>Estimated Cost</u>	<u>Depts Affected</u>	<u>Notes</u>
Site Receivers	All Sites	\$16,000.00	Fire	Replace old receivers for Fire Tac 2
EPD Base Stations / EJFD Repeater	All Sites	\$34,000.00	Fire	Replace old base station for dispatch and EJFD back-up repeater

Essex Police Upcoming Infrastructure Projects

<u>Device / Project</u>	<u>Location</u>	<u>Estimated Cost</u>	<u>Depts Affected</u>	<u>Notes</u>
Dispatch Console Replacement	Essex PD	\$220,000 - \$275,000	All Agencies	Projected for FY27 Capital
EPD Tower Antennas	Essex PD Radio Tower	\$10,000 - \$12,000	All Agencies	Add three additional antennas to tower, includes labor, cabling, terminations, and tower climb
Essex Fire Antenna	Essex Fire	\$2,000	All Agencies	Antenna, tripod mount, cable, and labor for EOC consolette at Essex Fire
Rack Mount Battery Backups	Essex PD Radio Shack	\$1,200 - \$1,300	All Agencies	Two new rack mounted battery backups for racks

Dining Entertainment Shopping A 2-Day Event

November 22, 2021

Out & About in Essex 2021 was a wonderful (& wet!) experience. While the weather wasn't ideal, it was no match for the spirit and excitement of the community who grabbed their umbrellas and headed out to support their local stores and restaurants in what turned out to be a successful *Out & About in Essex* weekend!

To date, 31 participating businesses have turned in \$11,380 (\$4,095 for Village businesses and \$7,285 for Town businesses) in vouchers this year. Eleven businesses, who either did not participate or turn in vouchers in 2020, handed in over \$3,100 in vouchers for reimbursement this year. Since most people who use gift cards tend to spend more and are enticed to try something different, the vouchers did more than provide residents with a discount. The foot traffic into local retail stores and restaurants increased and most of our local businesses reported seeing an uptick in customers and sales. When we asked visitors to the [Out & About Facebook page](#) to tell us about their favorite Essex restaurant or store, several commented that they were going to try a new place to eat or shop over the weekend.

We have received useful feedback from participating businesses that we will use to make enhancements for next year and are pleased to report that the overall experience from businesses has been positive.

"We had a crazy weekend. This drove business for sure. Thank you!" – El Gato Cantina

"Thank you for all you do for small business. It really matters! The community is recognizing the importance of spending locally in bricks and mortar establishments. Support from the town makes all the difference!" – Phoenix Books

Sponsorships

New this year – SPONSORS!

This year during Out & About, we hosted an additional booth along Susie Wilson Road located at The Barnyard Restaurant. With the support of **Northfield Savings Bank** who sponsored all of the entertainment for the venue (\$2,000) as well as providing an additional \$1,000 for vouchers, residents on that side of the Town and Village – some of whom have transportation challenges – were given accessibility to the event.

SeaComm Bank, along with a \$500 gift card raffle and table full of fun giveaways, generously donated \$4,000 in support for bands and entertainment! **The Essex Experience** provided a beautiful backdrop and stage for gathering, as well as support for scheduling many of the performances.

Vermont Federal Credit Union stepped up with an additional \$2,500 in vouchers for residents and **Scott + Partners Architecture**, **Donald L. Hamlin Consulting Engineers**, **Weston & Sampson**, and **Community Bank** all threw down funds totaling \$1,750 to bring music to the Village Center.

Twincraft Skincare put together two beautiful gift baskets valued at \$600 for the *Out & About Giveaway Extravaganza* and provided an additional \$500 in support for other activities.

The support from sponsorship this year far exceeded our expectations. We did not anticipate such an overwhelming response! We have some great ideas already in motion for setting up structured sponsorship tiers and creative, promotional opportunities for sponsors, such as with Out & About merchandise and television and radio advertising.

Working with the folks from these sponsor partners was a pleasure for our committee. They weathered the rain with the rest of us setting up booths and greeting residents with a welcoming smile. Thanks also go to members of the **Essex Rotary** and **Essex Lions Club** for volunteering their time.



Giveaway Extravaganza

The *Out & About Giveaway Extravaganza* was a huge hit. When our committee asked each participating business to donate an item to give away, little did we realize how fabulous this giveaway would be! It turned out to be a fantastic opportunity for businesses to showcase their merchandise and advertise their products. **Seventy-five names were drawn to receive beautiful gift baskets, prizes and over fifty gift certificates totaling over \$3,500 in value.**

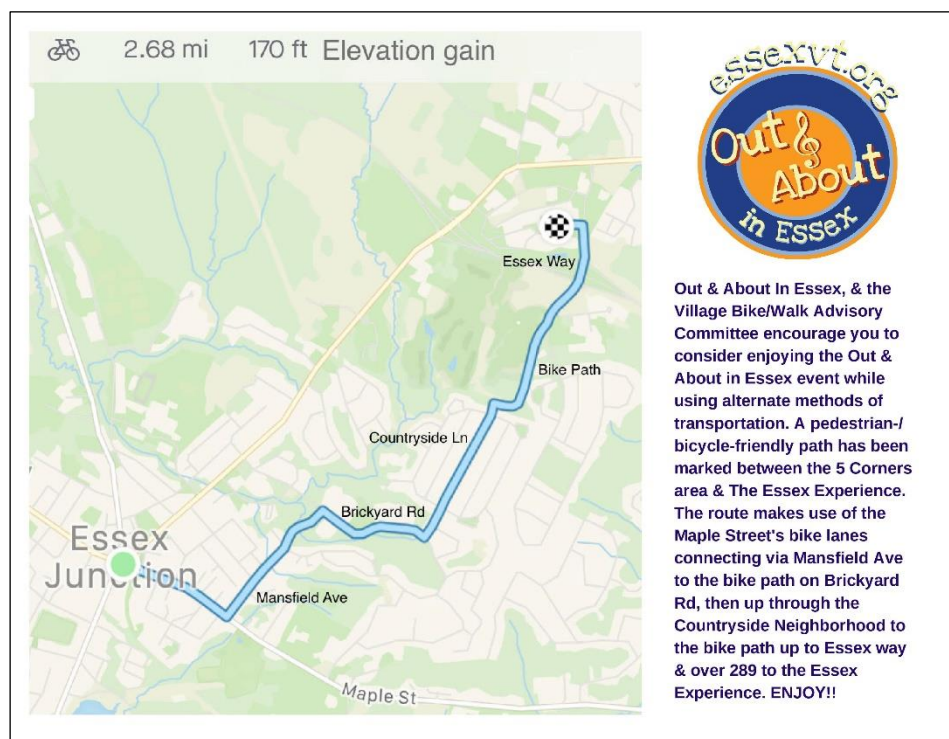


Departments & Committees

Municipal departments and board-appointed committees took part in the event this year with fun booths and activities.

The **Essex Free Library** and **Brownell Library** held fun activities including Storytime & Storywalk and a Halloween luminary making project.

The **Bike/Walk Advisory Committee** put together a pedestrian/bicycle route marked with stencils for those who decided to leave their cars at home.



The **Essex Police Department** set up a table with recruiting information, giveaways for kids such as coloring books and stickers, and chance to see a police car.

The **Essex Energy Committee** provided some “schwag” and information relative to the “Button Up” campaign, including efficiency information, rebates, other materials designed to encourage weatherization, e-transportation, renewable energy, and other activities to fight climate change.



The **Essex Economic Development Commission** provided coverage for our Out & About Information Booths.



Members of the **Village Planning Commission** and the **Essex Housing Commission** were on hand to meet and greet the public and the **Essex Junction Firefighters Association** were selling raffle tickets to support our firefighter volunteers.

The **Essex Area Senior Center** opted out of their table this year due to weather but are excited to participate in another year to inform the public of their membership opportunities and fundraise with some delicious homemade goodies.

Entertainment

A prime component of Out & About in Essex, is the entertainment. In 2020 we had 16 acts, with many returning for this year. Out & About in Essex 2021 had 30 total performance time slots filled with music, ranging from folk to jazz, as well as air brush tattoo artistry and balloon artistry.



*"I want to offer a sincerely felt Thank You! I'm always grateful for opportunities to perform music, but this event touched me on many levels. I felt more connected to this beautiful town and the people in it. I feel optimistic about the future of Essex and excited that my son (coming soon) will get to grow up here." – **Seth Cronin of Sputoola***

Community



Looking forward

With this being only our second year to host this community-wide event, we were incredibly pleased at the level of support we received from sponsors, businesses and residents. We are motivated to work on improving the experience for all involved and expanding on some great ideas.

Out & About in Essex has become an important event that provides a boost to our local stores and restaurants and an opportunity for neighbors to enjoy all that Essex offers. The Out & About in Essex Committee wishes to express thanks to the Village of Essex Junction Trustees and the Town of Essex Selectboard for hosting the festivities for the past two years and **hopes to receive a commitment to move forward to plan a third annual event in October 2022**. With new ideas for broadening outreach and information and collaborating with other boards and committees for activities, the Out & About in Essex Committee has already started to lay the groundwork for expanding and making the next event even better.

Thank you to all who supported, volunteered, performed and attended this year's event. We hope to see you again!

The Out & About in Essex Committee

Annie Cooper
Brad Luck
Owiso Makuku
Robin Pierce
Linda Mahns
Tammy Getchell
Evan Teich





Community Development Department

2 Lincoln Street
Essex Junction, VT 05452
www.essexjunction.org

Office: (802) 878-6950
Fax: (802) 878-6946

MEMORANDUM

TO: Evan Teich, Unified Manager, Trustees. Selectboard
FROM: Robin Pierce, Village Community Development, and Owiso Makuku Town
Community Development Department.
DATE: December 13th, 2021
SUBJECT: Act 164: Cannabis and its development in Vermont

Issue

The issue is Act 164: Cannabis and its development in Vermont.

Discussion

The Governor has appointed a State Cannabis Control Board and they are working to firm up statewide regulations. Local zoning regulations may provide the best method for ensuring land use conflicts are limited in Essex and Essex Junction. Opt In by a municipality is the only way that retail cannabis can occur in a community. Currently a petition is circulating within the Town to have Opt In put on the ballot for Town meeting. If this petition garners the needed 5% signatures and is on the ballot a majority vote will mean Essex is an Opt In community. Currently that would mean the Village is also Opt In. However, the Trustees could schedule a vote to ascertain if Village voters want to have retail cannabis. If Village voters reject retail cannabis but do so after a town wide Opt In vote passes there would be a lag period where, in theory, retail cannabis could occur in the Village. Currently the date when a retail cannabis store could first open is October 1, 2022. This is where the importance of local zoning comes to the fore.

Statewide no retail cannabis facility can be located within 500' of a School in an Opt In community. Local zoning regulations can stipulate that a retail cannabis facility cannot occur within 1000' of a School. This option may be discussed at the Village Planning Commission meeting on December 16th when the PC is discussing updates to the Village Land Development Code. At that meeting a map will be presented showing the impact of a 500' or 1000' buffer around Schools on the potential for retail cannabis to occur in the Village if Opt In has passed.

The main areas for retail in the Village are; the Village Center District, the Transit Oriented District and the Highway Arterial District. The second and third Districts are along Pearl Street stretching away from the Village Center. The Town Planning Commission held a preliminary

session addressing the ways in which zoning can be used as a tool to impact the appearance and placement of cannabis shops at its November 18th meeting. They expect to more fully address cannabis-related zoning in the New Year, as the guidance emerging from the State Cannabis Control Board gets solidified and codified.

A community wide forum on Cannabis was held on December 7th in an attempt to receive input on the topic prior to the joint Selectboard and Trustee meeting on December 13th. The short notice required to accommodate the forum meant that response was limited. It is assumed future forums will be needed.

The public health risks associated with cannabis use are well documented. Whether or not the risks of use will increase if we have retail establishments in the village or town is harder to confirm at a local level. However, most states have seen increases at a state level.

A presentation that Vermont Department of Health Deputy Commissioner Kelly Dougherty did for legislators in the 2020 session gave a good overview of the current research on cannabis and the public health implications for the State. Here is the literature review that goes with the presentation. <https://www.healthvermont.gov/sites/default/files/documents/pdf/ADAP-March-2020-Literature-Update-Marijuana-HIA.pdf>

Most of the tax revenue from the sale of cannabis will go to the State.

The second category for cannabis is referred to as Integrated. In reality this is a facility that cultivates, harvests, manufactures, and sells (retail and wholesale) cannabis. This type of license is expected to be given to Dispensaries, which are limited in number, and are controlled solely by the State. The issue of cannabis cultivation would not be a big an issue in the Village. It could be an issue in the Town as open areas there cover a larger land mass.

Cost

No cost implications currently.

Recommendation

Staff recommends that the Trustees and Selectboard take the contents of this memo under advisement. As more rules are developed by the State Cannabis Control Board updates will be provided. Currently it appears the best method for control of retail cannabis (once a municipality votes to Opt In) is via zoning regulations.

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager
Cc: Colleen Nesto, Essex Rescue Executive Director
From: Greg Duggan, Deputy Manager
Re: Essex Rescue fiscal year 2023 funding request
Date: December 10, 2021

Issue

The issue is for the Selectboard and Trustees to discuss the funding request from Essex Rescue for fiscal year 2023.

Discussion

Essex Rescue receives funding each year through the Town of Essex to help fund its operations. Funding is requested on a per capita basis through Essex Rescue's member towns: Essex (including Essex Junction), Jericho, Underhill, and Westford.

For fiscal year 2023, Essex Rescue's funding request has increased from \$3.87 per capita to \$10.91, for a total amount going from \$76,300 to \$241,046. This is the first of a four-year plan to bring per capita funding to \$17.85, for a total of \$599,796. The funding request is attached.

Because of the per capita nature of the funding, and because the Village is likely to be responsible for the funding request if it becomes an independent city, staff wanted the Selectboard and Trustees to have an opportunity to discuss the request together.

Cost

\$241,046

Recommendation

This memo is for information and discussion.



ESSEX RESCUE, INC.

1 Educational Drive
Essex Junction, VT 05452
Phone (802) 878-4859

October 18, 2021

Evan Teich
Town of Essex
2 Lincoln Street
Essex Junction, Vermont 05452

Mr. Teich,

With tremendous pride, Essex Rescue responds to requests for emergency medical services in the Essex community. During all times of the day and regardless of weather conditions, our volunteer and paid EMT and paramedic members respond quickly to the sick and injured to deliver basic and advanced life support. Essex Rescue takes great care to ensure that the members of your community receive safe, efficient and appropriate pre-hospital emergency medical services. Regular training and expert consultation with emergency medicine physicians at the University of Vermont Medical Center, ensures that when a request for emergency medical services is received, Essex Rescue stands ready to deliver this essential public health service.

The Essex Rescue leadership team is committed to delivering excellent pre-hospital care while at the same time practicing fiscal responsibility. For many years now, Essex Rescue has made minimal subsidy increase requests and only requesting what is needed to maintain our current standards of operations. As our requests for service increases, equipment and supply costs rise, decreasing insurance reimbursement rates, as well as the need to hire more paid staff to reliably operate a second ambulance during peak call times, we are requesting a tiered increase in our municipal contribution over the next four years. Essex Rescue's municipal contribution requests have reliably fallen below the per-capita rate of surrounding services, making our organization the second lowest in the state per capita rate. Our organization must financially align ourselves with other like services in our region as to continue to meet the rise in emergency requests of our communities.

For fiscal year 2023, Essex Rescue is requesting from Essex \$ 241,046. For the first of a four-year increase, the basis for our funding request is a per capita rate of \$10.91.

On behalf of all the members and staff of Essex Rescue, we are grateful for your continued financial support of our service. We look forward to serving your community and delivering the very best in pre-hospital emergency medical care.

Thank you,

Colleen M. Nesto
Executive Director / Paramedic
Essex Rescue, Inc.

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager
Cc: Marguerite Ladd, Assistant Manager; Travis Sabatano, HR Director; Courtney Bushey, Interim Town Finance Director
From: Greg Duggan, Deputy Manager
Re: Funding for Village Finance Director
Date: December 10, 2021

Issue

The issue is whether the Town Selectboard will approve a payment to the Village of Essex Junction to help fund the Village's Finance Director.

Discussion

In November, the Board of Trustees asked the Selectboard for \$60,000 to help the Village of Essex Junction recruit and hire a Finance Director in fiscal year 2022 after the upcoming departure of the shared Finance Director. The request came in part from a staff recommendation that the Town and Village hire separate Finance Directors following the departure of former shared Finance Director Sarah Macy. The \$60,000 was based on the estimated cost of a Finance Director for six months (January – June, 2022). Separate Finance Directors would make the workload more manageable; allow each director to have a clear chain of command; and allow each municipality to better budget, plan, and operate.

Courtney Bushey, who had been the Assistant Finance Director, has been appointed as the Town's Interim Finance Director.

Including Ms. Macy's position, there are five employees in the Finance Department, three of which are paid primarily through the Town budget, one through Town water/sewer funds, and another through the Village budget.

The Selectboard asked for additional information about available funding sources for Village personnel. The following includes money available in the Village's fiscal year 2022 budget, and potential funding for personnel in general (i.e., not specific to a Finance Director):

AVAILABLE FUNDING FOR VILLAGE PERSONNEL

- \$97,000 from Town (for management hires – compensation for Evan, Marguerite, Travis, Greg)
- \$49,038 from not replacing Manager's Office Administrative Assistant when Linda Mahns left in October 2021
- \$16,039 for not paying into former Finance Director Sarah Macy's salary and benefits for 7 months remaining in fiscal year 2022

TOTAL = \$162,077

POTENTIAL FUNDING

- Staff had previously recommended up to \$60,000 from the Town for the Village to hire a Finance Director as of January 1, 2022.
- The Board of Trustees requested \$60,000.
 - Selectboard wanted more information about other available funds before making a decision on those recommendations/requests. Pro-rated for the remaining 7 months of

the fiscal year, Village taxpayers are paying \$20,197 toward the Town-covered portion of the cost of Ms. Macy's position.

Since the original request from the Trustees for funding for a Finance Director, the Village has announced two existing department heads as interim co-managers (effecting February 26, 2022), and staff has posted advertisements for a Village HR Director and Village Finance Director.

Cost

To be determined.

Recommendation

The Selectboard may choose to approve funding to the Village of Essex Junction for the hire of a Finance Director.

Memorandum

To: Selectboard; Trustees; Evan Teich, Unified Manager
From: Travis Sabatano, HR Director *JS*
Re: Executive session for contract negotiations with an employee
Date: December 9, 2021

Issue

The issue is for the Selectboard and Trustees to discuss contract negotiations and potential execution of a contract with an employee.

Discussion

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 Town and the Village at a substantial disadvantage. Contract negotiations with an employee can be protected discussions.

Cost

N/A

Recommendation

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

Motion #1

"I move that the Selectboard/Trustees make the specific finding that general public knowledge of contract negotiations with an employee would place the Town/Village at a substantial disadvantage."

Motion #2

"I move that the Selectboard/Trustees enter into executive session to discuss contract negotiations with an employee, pursuant to 1 V.S.A. § 313(a)(1)(A)"

Memo

To: Trustees & Selectboard

From: Brad Luck, Director Essex Junction Recreation & Parks

Date: December 8, 2021

Re: Tree Farm Recreation Facility Agreements

Before staff and legal counsel draft documents related to the Tree Farm, we would like the boards to clarify and confirm the high-level content of these documents.

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

The staff/management recommendations were:

- 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.
- 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.

The motion passed by both boards on 11/22 was:

- that the Selectboard/Trustees offer a lease agreement to the Tree Farm Management Group, for four years and that Essex Parks and Recreation and Essex Junction Recreation and Parks assume the management of the Tree Farm facility thereafter, with the understanding that the lease agreement would need to be developed with that transition plan and business plan.

Below is a draft of potential content for these new agreements to be discussed by the boards.

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

- Mutual goals of preserving open space for recreational use and natural resource protection that benefits local economy
- Continue facility as single public 100-acre parcel
- Management – municipal management through the recreation departments effective 1/1/26
 - Recreation departments shall create a 5-year management plan for approval by both boards by 6/30/23, and updated every 5-years; plan should include an appointed advisory board
- Revenues and expenses managed through an enterprise fund which can only be used for Tree Farm property related expenses
- 10% of revenues set aside for capital reserve
- Capital improvements that require funding beyond the enterprise fund must be approved by both boards, with costs shared 50/50
- Boards seek to raze two buildings currently in disrepair with state approval and preserve the large storage barn.
 - Costs:
 - Usage:
- Term: 10 -year initial term, auto renewals for 5-year periods with non-renewal clause

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

- Insurance requirements
- Maintain 501(c)3 status; timely filing annual 990; provide copy of annual 990 to the boards
- Annual meeting with boards in fall
- Work with recreation departments for a smooth management transition
- Transition Plan: TFMG continues to manage the property through 12/31/25, with following gradual shift of responsibilities and inclusion of the municipality over time:
 - 1/1/23 – Municipalities become fiscal agent
 - 1/1/24 – Municipalities provide property maintenance
 - 1/1/25 – Municipalities provide scheduling
- 10% of TFMG annual revenues set aside for municipal capital reserve fund
- TFMG transfers all physical and financial assets to municipalities upon conclusion of agreement
- Terminates 12/31/25

Tree Farm Recreation Facility Lease

- Insurance requirements
- Terminates 12/31/25

TREE FARM RECREATIONAL FACILITY

Business Plan

December 10, 2021

Prepared By:
Harlan Smith & Brad Luck,
Essex Junction Recreation & Parks

EXECUTIVE SUMMARY

Municipally Owned and Municipally Operated

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

The situation in 2021 is starkly different than when the property first became municipally controlled. The two recreation departments are both now municipally operated and together they have 30+ full-time staff.

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

The landscape of the sports world has evolved. Lacrosse and ultimate frisbee are newer, popular sports, which also meet the original intention of the property serving "field sports." However, they don't have a seat at the table. Essex High School cross country uses the property for practices and meets. And other EHS fall sports teams rent space at the Tree Farm periodically to accommodate additional space needs. Essex Parks and Recreation also uses the facility for their fall soccer program.

Passive recreation users do not have a seat at the table, and the general public is not able to influence the property through normal public transparency channels.

It made sense in 2010 to continue having an independent group manage this parcel of land for two municipalities with two small, separate recreation departments - one of which wasn't even a part of the municipality. But this may not serve our communities in the best way in 2023, over the next ten years, and beyond.

We have two capable, well-staffed recreation departments that can manage the property. We have maintenance and programming personnel to take care of all the facility's needs. We have a software system, phone, e-mail, website, office, and payment processing program to take reservations. The elected boards have joint meetings to discuss matters of joint interest - like this shared property. The property itself has become as much a community park as it is a premier field sports facility. With the bike path and cross-country trails, along with the development of Autumn Pond as a neighbor, many people can be seen using the property for passive recreation.

There would be a public benefit to improving the connectivity of the trail network, keeping the gates open for passive use, grooming cross country ski trails in the winter, installing irrigation on the fields for easy watering, and more. Providing public bathrooms, constructing a pavilion for rain/sun cover, adding picnic tables, or building a small playground are just a few ideas. This could all be accomplished without jeopardizing the nature of the sports complex, but rather would enhance it.

All of the revenues and expenses would be paid for out of an enterprise fund. Any positive fund balance could be reinvested in improving the facility. Capital improvements could be made to the facility utilizing the regular vetting and approval process by the boards and the public annually, plus an annual commitment of 10% of revenues to a capital reserve account. We would recognize and honor the historical use of the facility by existing groups, schedules, and tournaments.

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

- **Opportunity & Mission:** To provide a regional, premiere athletic facility for a variety of user groups, and passive recreation opportunities and quality trails for the general community.
- **Market Focus:** The need for quality multi-use athletic fields is in high demand from private sports groups, recreation departments and school districts.
- **Expected Returns:** Under recreation management, the facility will be operated as a public asset and facility. There will be attention to maintaining high-quality athletic fields and providing public amenities to enhance the use and overall property. The community can expect transparency, equity, responsiveness, inclusiveness, sustainability, openness, and accountability through municipal employee oversight, fiscal responsibility, checks and balances, the opportunity for public input, and board vetted and approved citizen advisors.

RECREATION OVERVIEW

Both Essex & Essex Junction recreation departments have been providing quality programs and facilities to our communities, schools, and private users since 1970. We have proven to be adaptive to users' needs and supportive of their programs.

Recreation is set up to schedule, maintain and improve a facility such as the Tree Farm Recreational Facility. Through our current database we can reserve, schedule, invoice and monitor all aspects of the facility. We currently do this with athletic facilities located at Maple Street Park, Cascade Park, Prairie Fields, Foster Road facility and many other areas.

The Recreation administrative staff are Certified Parks and Recreation Professionals. To obtain this certification they are required to have knowledge in, Operations, Human Resources, Programing,

Finance and Communications. They are well trained to provide administrative oversight to the Tree Farm Recreational Facility.

The grounds and facilities staff currently maintain the grounds and facilities for the municipal parks and amenities. The current staff is certified in chemical application, playground safety, pool operations and Essential Maintenance Practices (EMP). The staff continues to go to trainings on trail construction, trail maintenance, sports turf maintenance, sports fields maintenance practices and sports fields construction. They are members of the New England Sports Turf Managers Association (NESTMA) which keeps them updated on new practices in sports turf as well as labor saving practices and equipment. Some staff have successfully completed Maintenance Management School and Supervisors Management School hosted by the University of North Carolina in conjunction with National Parks and Recreation. They are well trained and equipped to maintain this facility.

BENEFITS

This great public asset will be managed as other publicly owned properties are, with attention to the unique nature and important role of attracting user groups seeking high-quality athletic fields, supporting large athletic events, and creating and maintaining a property that also benefits the general public for passive recreation and with public facility amenities.

Through well-established suppliers, vendors and contractors, the municipalities buying power provides reduced cost to operate the facility. This allows us to provide a quality sports complex with very competitive pricing.

- **Opportunity:** To continue to offer quality sports fields at reasonable pricing as well as provide passive recreational use, trail use opportunities, and enforceable rules and regulations to suit the needs of the facility and the greater public.
- **Key Participants:** There are many current users of the facility. The top users include Nordic Soccer, Essex United Soccer, Essex Parks & Recreation, Vermont Soccer Association (VSA), Versus Sports, Elite 8 Soccer, Essex Bulldogs, and Burlington Rugby.
- **Pricing:** Currently set at \$55.00 per hour of use. There has been in the past and it is the intent to maintain discounted pricing for Nordic Soccer, Essex United Soccer, Vermont Soccer Association, and Burlington Rugby in recognition of their roles as a part of the Tree Farm Management Group for the last 20+ years. It is recommended this be reviewed in the future.

MARKET ANALYSIS

There many athletic clubs in a variety of sports and a limited number of high-quality, multi-field spaces available. Most local competitors include local public schools or recreation departments, few of which have the same capacity and/or invest in the same quality of the fields and facilities that the Tree Farm provides. Looking regionally, there are hundreds of tournaments held for field sports throughout New England at similar sized facilities. The Tree Farm is one of the only facilities in Vermont capable of hosting large athletic tournament events, putting it in an excellent position to capitalize on the growing market.

- **Industry Type:** Regional athletic complex hosting club teams and supporting large scale events.

- **Market Segmentation:** Main segments are club sports specializing in soccer, rugby, lacrosse, ultimate frisbee, field hockey and cross country. In addition to hosting these clubs, a large untapped segment would include event managers who conduct large scale athletic tournaments and showcases in all of the sports listed above.
- **Competition:** There are a wide variety of regional competitors who have been offering programming and events on a scale comparable to what the Tree Farm can provide. These facilities host dozens of events each year, in addition to hosting a variety of youth athletic programs. Some examples of those include:
 - Rogers Field, Fort Devens, MA- 11 irrigated soccer/lacrosse fields (with 6 others within 5 min walk) on a former military parade ground. Managed by Devens Recreation (municipality).
 - Gavin Park Recreation Facility, Wilton, NY- 9 irrigated multi-use fields along with baseball and softball fields, a playground, and gymnasium. Managed by the Town of Wilton Recreation Department.
 - Progin Park, Lancaster, MA- 15 full sized soccer/lacrosse fields (5 of which are turfed). Facility includes concessions, bathrooms, and lightning safe structures for players. Managed by Massachusetts Youth Soccer Association.
 - Wainwright Recreation Complex, South Portland, ME- 9 Full sized multi-purpose fields along with 10 smaller fields, softball and baseball fields. Managed by the South Portland Recreation Department.

OPERATING PLAN & BUDGET

Recreation appreciates what the Tree Farm Management Group has accomplished. The immediate goal is to make no changes to how they have operated the facility. They have created a strong customer base to support the facility and recreation has no plans to disrupt this.

Recreation maintenance staff will manage the lining, maintenance and mowing of the facility. Employee hours dedicated to the facility will include (1) 40-hour/week employee for 31 weeks plus 36 hours per week of labor to be spread out and utilized as needed, for one or multiple employees.

Scheduling is budgeted as a contracted position, as is currently done by the TFMG.

Money is budgeted for annual goal/net replacements (\$2,000), equipment rental and repair (\$2,000), and a five-year lease to own maintenance vehicles/equipment (\$12,000).

This budget dedicates \$8,500 per year towards irrigation line installation, with the long-term goal of irrigating all of the fields to reduce labor costs and improve field quality.

This budget dedicates 10% of the annual revenues to a capital reserve fund for future improvements to the facility.

Recreation plans to operate the facility with oversight by an advisory committee that has an expanded membership beyond the current TFMG board, to include community representatives of other sports, neighbors, and school district representation.

Recreation has strong ties with the school district and the Center for Technology and plan to use the combined knowledge and skills to make improvements while supporting the learning of our students. Through recreation representatives on the TFMG board, the board already has supported and approved some beneficial projects for the facility. This work started with CTE performing some road work, barrier replacements and some invasive species work on the property all while being able to teach CTE students' proper skills within proximity to their classroom.

With a growing demand of passive recreation in the area, recreation plans to increase the presence on the property to help maintain a healthy relationship between athletic needs and community needs. With proper signage and a presence at the facility, we believe will help reduce unwanted interactions and activities on the property.

The TFMG has established a preseason field request packet, scheduling system, invoicing procedure, and collections procedure. It is our plan to maintain this process to start, making improvements as we, over time, transition this process to our data and operating systems.

- **Payment:** Recreation has several ways for customers to provide payments to include in-person, over the phone, mail in, and online.
- **Technology:** We currently offer programs, rentals, and payments through on-line systems. This could streamline some of the current labor-intensive processes in place now. We have dedicated staff for communications, website management, and social media posting, which will provide users several ways of obtaining information.
- **Key Customers:** More than 65% of the revenue is generated by three groups - Nordic Soccer, Essex United Soccer, and the Vermont Soccer Association. The remainder comes from 14 other groups, more than half of those are soccer focused, with the rest being rugby, ultimate frisbee and other uses.
- **Key Employees and Organization:** With oversight by both recreation departments, key employees overseeing operations would be grounds and facility personnel and dedicated sports and fitness program personnel.

PROPOSED BUDGET

Tree Farm Recreation Facility Proposed Annual Budget

Average Revenues 2017-2021	\$	129,532
Expenses		
Field Lining/Maintenance/Mowing	\$	39,593
Chemical Applications/Aeration	\$	18,000
Field Paint & Supplies	\$	9,000
Road Maintenance	\$	1,000
Port-o-lets	\$	6,000
Trash Removal	\$	3,000
Contract Services	\$	2,350
Utilities	\$	4,000
Equipment - Sports	\$	2,000
Equipment - Rental & Repair	\$	2,000
Equipment - Maintenance	\$	12,000
Equipment - Irrigation Line Installation	\$	8,500
Capital Reserves Contribution (10% Revenue)	\$	12,953
Total Expenses	\$	120,396
Net	\$	9,136

**TRUSTEES & SELECTBOARD
(DRAFT)**

November 22, 2021

**TOWN OF ESEX SELECTBOARD
VILLAGE OF ESSEX JUNCTION TRUSTEES
DRAFT JOINT MEETING MINUTES
November 22, 2021**

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

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Maureen Gillard, Marguerite Ladd, Brad Luck, Ally Vile

OTHERS PRESENT: Paul Austin, Gina Halpin Barrett, Bob Burrows, Daron Byerly, Andy Champagne, Diane Clemens, Kevin Collins, Annie Cooper, Patti Davis, Erin Dickinson, Mike Dimitroff, Betsy Dunn, Jonathan D., Bill Ellis, Steven Eustis, Jim Goudie, Jonathan D. Griffin, Betsy Hoffmeister, Lori Houghton, Jill Lampron, Diane Landry, Deb McAdoo, Amy Minor, Meg Munson, Peter M., Brenda Naruki, David O'Leary, Matt Paradee, Rachael Parker, J. Percy, Paul Ross, Claudine Safar, Zachary Sears, Angel Segarra, Eric Senn, Caroline Smith, Dennis Thibeault, Doug Wilson, Irene Wrenner, Lorraine Zaloom, Erica.

1. CALL TO ORDER

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

Andrew Brown called the meeting of the Village of Essex Junction Trustees to order at 6:30 PM.

2. AGENDA ADDITIONS/CHANGES

3. AGENDA APPROVAL

Because the agenda was not amended, no approval was needed at this time.

4. PUBLIC TO BE HEARD

a. Comments from public on items not on agenda

Patti Davis said that she has been moving rocks in front of the end of Saxon Hill to help the police try to control ATVs from going on the Saxon Hill Trails. She requested having a sign and a metal gate installed to prevent ATV traffic from going on the trail.

5. BUSINESS ITEMS

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

Mr. Watts began discussion of this item, which focused on the four draft agreements pertaining to shared services, including a Memorandum of Understanding, a Delinquent Tax Agreement, an Information Technology Agreement, and a Police Services Agreement.

The Boards first focused on the Memorandum of Understanding, which encapsulates the Delinquent Tax, Information Technology, Police Services, Reappraiser and Assessor Services, and Shared Financial Services Agreements, but also contains "Tier 2" issues to work out, such as Right of First Refusal for 81 Main Street, a Stormwater Agreement, Indian Brook access, EJRP program access, Senior Center and Bus, Tree Farm building use and maintenance, and shared boards, commissions, and committees. Mr. Brown said that because the Trustees will take the charter before the legislature in January, he would like to approach the conversation about Tier 2 arrangements by establishing a general framework for agreements now, rather than try and develop complete contracts prior to January. Mr. Watts replied that it had not been clear that the Trustees intended to go to the legislature in January with these agreements, and that the Selectboard had not necessarily been working on that timeline.

**TRUSTEES & SELECTBOARD
(DRAFT)**

November 22, 2021

Mr. Murray facilitated the remainder of the meeting on behalf of the Selectboard.

The Boards discussed the Delinquent Tax Agreement. Ms. Delphia noted that the scope of the agreement has moved away from its original intent, which was around how to handle delinquent taxes. She suggested removing the added language around tax collection processes to refocus on the original topic, and suggested adding in language around a termination date and the ability to amend the agreement. Others from the Selectboard and Trustees agreed.

The Boards discussed the Information Technology Agreement. They reviewed additional language in Item #3, ultimately suggesting further edits to tighten up language around damages and indemnities. They reviewed additional language in item #6, and the Village Attorney (Ms. Safar) suggested more flexible language around a contract extension in case delays arise.

The Boards then discussed the Police Services Agreement. They agreed to modify language around a reduction in police services if the budget fails to pass, clarifying that the failure to pass the budget is what would necessitate the reduction in police services. Ms. Thibeault asked that the Selectboard and City Council are listed as the contacts in the Notice section, to be consistent with other agreements.

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, that the Selectboard table this item until after Business Item #5b. The motion passed 4-0.

GEORGE TYLER made a motion, seconded by DAN KERIN, that the Trustees table this item until after Business Item #5b. The motion passed 5-0.

Upon resumption of discussion of this item, Mr. Brown said it would be helpful to develop a bulleted list of items, desired outcomes, and whether there is a financial impact for each item, which could be given to staff attorneys who could then draft an agreement based on those high-level points.

The Boards then discussed the Senior Center. Mr. Teich suggested first agreeing on whether the Town and Village want to share the Senior Center, and then discussing other programming that might occur in the space in addition to senior programming. Ms. Delphia said that the Senior Center is an asset to both communities and it would make sense to keep it the way it is (and not reinvent the wheel). The Boards agreed to continue sharing the Senior Center. Mr. Teich asked if the Village would like to share in the Senior Center bus expenses with the Town. He noted that the Town would still be the leasee and the employer, but that the Village could share in the cost. The Boards agreed to continue sharing the Senior Center bus services. Mr. Tyler noted said that staffing of the Senior Center is a detail that would need to be worked out.

Ms. Delphia suggested that some of the shared services could be packaged up together in one agreement with a flat fee associated with it, and that the agreement (or agreements) could be reviewed periodically. She then suggested continuing programming as it stands currently and reviewing the programs and arrangements at a later date. The Boards agreed to use this approach for Indian Brook, EJRP, the Senior Center and bus, and joint boards. Mr. Brown asked about shared financial services, since the two entities are looking to have their own separate finance departments now. He asked whether the Town and Village could enter into an MOU where their finance staff work collaboratively to separate the financials. Selectboard members agreed with this.

The Boards will discuss Right of First Refusal for 81 Main Street, Tree Farm building use, and the Stormwater Agreements at their subsequent Joint Boards meeting in December.

b. Presentation and potential action on request from Tree Farm Management Group to renew contract

TRUSTEES & SELECTBOARD (DRAFT)

November 22, 2021

Ally Vile spoke about this item, saying that the contracts related to the Tree Farm Recreation Facility, which is currently managed by the Tree Farm Management Group, are set to expire in July 2022. She said that staff of both the Essex Junction Recreation & Parks Department and the Essex Parks & Recreation Department recommend extending the contracts for a transition period until 2024, after which the two departments would assume joint responsibility for managing the site.

Giles Willey and Eric Sven Eklof, both representatives of the Tree Farm Management Group, spoke in support of extending the lease for another ten years (rather than just two). Mr. Willey said that TFMG has managed the facility exceptionally well for the last 20 years, and that the proposal to transition the facility back to the municipalities seemed abrupt and less of a collaborative decision than a unilateral one. Mr. Eklof noted that both municipalities have a seat on the TFMG board and expressed concern that both municipalities may be too busy handling the separation issue to take on the management of the facility in the next two years.

Mr. Tyler said that the facility in question is a large piece of public property and the Village and Town have a fiduciary responsibility. He said that this is not about the municipalities questioning the competence of the group, but is their responsibility to manage public assets.

Mr. Brown asked why two years isn't enough time. Mr. Willey said he is worried about quality. He said that the Tree Farm itself had 19 reservees in the current season, and 3 provided 80% of the revenue. He expressed concern that several of the reservees would decide to leave unless they are brought into the conversation. Mr. Chawla suggested that a three or four year transition period could be a good compromise, rather than two.

Mr. Luck acknowledged the good work that the Tree Farm Management Group has done for the last 20 years, but said that the Town and Village want to provide access to a municipality-owned public space, with appropriate oversight, checks, balances, and audits. He added that they want to ensure that the assets of the people are being managed appropriately, so want municipal oversight. He said that they can be run without taxpayer money as an enterprise fund. Mr. Willey said that if the Village and Town want more transparency and want to review finances every month, he said that the TFMG could produce that information.

Mr. Murray asked about unresolved issues or complaints pertaining to the Tree Farm Recreation Facility. Mr. Teich replied that there have been instances of dogs being in the wrong places (on the field rather than on the pavement), a lack of garbage cans, and issues with users having their cars locked into the parking lot when the gates to the facility are locked.

Mr. Luck said that when something is municipally-run, there is an avenue for when residents have concerns about the facilities. He added that though the recreation departments are proposing to take over oversight and management for the facility, there are no planned anticipated changes for the future use of the facility.

Mr. Murray opened up the discussion to the public.

Melinda Monroe spoke in support of the Tree Farm and expressed concern about which municipality the Tree Farm would be turned over to, given the separation activities occurring. She added that this decision feels rushed.

Steven Eustis said that there has been limited access to the Tree Farm in the last several years and the trails have not been mowed, and that they should be. He expressed support for the recreation departments' proposals, saying that another ten-year lease is too long.

**TRUSTEES & SELECTBOARD
(DRAFT)**

November 22, 2021

Annie Cooper said it would be good to have a two-year transition, rather than ten years.

Caroline Smith said that prior to the transfer of this facility should have a documented, approved business plan well in advance of the transition of management.

Lorraine Zaloom said that she would like to see specifics on the planned transfer. She asked about quantification of labor, since staffing is a huge cost. She also asked if there is going to be buildings added.

Patty ____ said that neither municipality is organized enough to handle dog waste, rules, ordinances, and both municipalities need to work these details out prior to any kind of transfer.

Betsy Hoffmeister said that this is not the right time for the recreation departments to take over.

Paul Austin spoke in support of the Tree Farm. He also expressed concern about the Tree Farm moving to the municipalities and then opening up year-round, which would add costs to the municipalities.

Chris ____ expressed concern that this proposal was put forward with no detail.

Irene Wrenner spoke of the principles agreed to in the MOU between the Town and Village and Tree Farm Management when the first agreement was executed. She expressed concern that the Town and Village do not have a relationship currently that is conducive to joint management of the park.

Mr. Tyler noted that Brad Luck and Ally Vile were directed by the Boards to come up with a plan, but they are not driving this decision. He proposed adding another year or two to the lease, saying that it could buy some partnership with the Tree Farm Management group. Mr. Kerin agreed. Mr. Chawla said he is comfortable moving forward as proposed and believes that a strong transition can be achieved over the next two years. Ms. Thibeault said she is comfortable moving ahead as proposed.

Ms. Hill-Fleury proposed extending the contract to four years, asking for financial reports, and appointing new representatives from the City and the Town. Ms. Cook agreed, saying that two years is too quick, and that they should have open and collaborative discussions with the Tree Farm Management Group. Ms. Delphia said that she would like more information before making a final decision. Mr. Murray proposed a three-year extension as a compromise between the Town and Village Boards.

Mr. Chawla said he would like to see financial transactions sooner than the end of the contract. He said he is not concerned with this property in the context of separation.

Mr. Teich said that staff would like to take this input, circle back with the management group, put together an extension document, and bring it back to the Joint Boards for their consideration.

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard offer a lease agreement to the Tree Farm Management Group, for four years and that Essex Parks and Recreation and Essex Junction Recreation and Parks assume the management of the Tree Farm facility thereafter, with the understanding that the lease agreement would need to be developed with that transition plan and business plan. The motion passed 4-0.

GEORGE TYLER made a motion, second by DAN KERIN, that the Trustees offer a lease agreement to the Tree Farm Management Group, for four years and that Essex Parks and Recreation and Essex Junction Recreation and Parks assume the management of the Tree Farm facility thereafter, with the understanding that the lease agreement would need to be developed with that transition plan and business plan. The motion passed 5-0.

c. Discussion about local option tax

Mr. Duggan summarized this item, saying that the next opportunity to place it on a ballot for voter approval is in March of 2022. He noted that the State has made available projections on what the local option tax would generate as a community, saying that if the municipalities adopted all local option taxes available to them, it would generate around \$1.6 million (including sales tax and meals/rooms tax). He noted that cannabis would be included under the sales tax. He noted that staff will be fielding a survey in the next week to try and gauge input from residents and business owners about a local option tax. He said that in talking with the State, they will be able to geographically differentiate between the Town and Village. He noted that other municipalities around Essex have implemented local option taxes.

Ms. Hill-Fleury noted that a local option tax has been defeated in the past, and asked why staff think that the community would support it now. Mr. Teich replied that prior votes had been floor votes, and that this would be placed on a ballot. He said that the Village and the Town are net exporters of sales tax to neighboring municipalities (like Williston), and would likely support this kind of revenue coming into their municipalities instead. Mr. Tyler expressed support for adopting a local option tax for Essex. Mr. Chawla said that surveys should be fielded with enough accompanying background information for respondents to be informed enough for the survey data to be useful.

Paul Ross spoke about the option tax. He said that businesses are moving into the community because there is no local option tax, and expressed concern that implementing one would drive businesses away.

Irene Wrenner expressed skepticism about the utility of fielding a survey and asking for community input if the municipalities don't take that information into account when making decisions. She also expressed concern about misinformation being spread by the municipalities about various topics. Mr. Duggan noted that Town and Village staff only put information out to the public that is accurate.

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard extend their meeting until 11:30 pm. The motion passed 4-0.

d. **Discussion and potential action about employment of public employee
This was discussed in Item #8 below.

6. CONSENT ITEMS:

- a. Approve minutes: October 25, 2021 (Trustees only); November 15 (Selectboard only)

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

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

7. READING FILE:

- a. Board member comments: Ms. Hill-Fleury thanked Town public works staff for their work cleaning leaves and debris out of one of the cemeteries.
b. Upcoming meeting schedule

8. EXECUTIVE SESSION:

- a. *An executive session is anticipated to discuss the negotiating 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

TRACEY DELPHIA made a motion, seconded by **SUE COOK**, that the Selectboard enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Selectboard/Trustees, Village Attorney, Town Attorney, Unified Manager, HR Director, Assistant Manager, and Deputy Manager. The motion passed 4-0.

GEORGE TYLER made a motion, seconded by **RAJ CHAWLA**, that the Trustees enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Selectboard/Trustees, Village Attorney, Town Attorney, Unified Manager, HR Director, Assistant Manager, and Deputy Manager. The motion passed 5-0.

The Selectboard and Trustees entered into executive session at 10:50 PM.

DAN KERIN made a motion, seconded by **GEORGE TYLER**, that the Trustees exit executive session. The motion passed 5-0 at 11:11 PM.

DAWN HILL-FLEURY made a motion, seconded by **SUE COOK**, that the Selectboard exit executive session. The motion passed 4-0 at 11:21 PM.

9. ADJOURN:

DAN KERIN made a motion, seconded by **GEORGE TYLER**, that the Trustees adjourn. The motion passed 5-0 at 11:11 PM.

DAWN HILL-FLEURY made a motion, seconded by **SUE COOK**, that the Selectboard adjourn. The motion passed 4-0 at 11:21 PM.

Respectfully Submitted,
Amy Coonradt
Recording Secretary

Approved this _____ day of _____, 2021

(see minutes of this day for corrections, if any)

Questions & Answers

Town of Essex Rule Requiring Face Coverings Indoors in Public Spaces

Version: 12/9/2022

Contact Information:

Evan Teich, Unified Manager

Email: eteich@essex.org

Phone: (802) 878-1341

Q: What is considered public space?

A: Every business is different. General areas where the public is allowed without restriction is generally a public space. For example, the door area where persons enter could be considered public and masks should be worn. Internal areas that are normally not open to the public or where you need permission to enter would be considered private areas, and not require a mask per this rule. If there is a delineated barrier like a counter or other door that a person has to be admitted into (i.e. storage room, employee breakrooms, private offices), these areas could be considered private. Businesses determine what is considered a private office/space.

Q: Why shouldn't I shop somewhere else and boycott the businesses in Essex?

A: The businesses in Essex did not mandate this rule and are required to follow it to abide by the law. While it is an individual's right to shop or eat wherever they choose, shopping local provides a unique and personalized experience where you can get the items you need quickly and conveniently. Buying local stimulates the economy in our community.

Q: Should I call the police if someone is not wearing a mask?

A: That depends. A business can always call the police if they are dealing with an issue. In this case the police will address the issue. Fines are not imposed for not obeying the rule. However, if a person is asked to wear a mask by the business and refuses, the business owner has the right to ask that person to leave the premises.

Q: Should a citizen call the police if they see un-masked persons at a business?

A: We would appreciate the call to come from the business. There are exemptions to the rule, including medical reasons, and it is best for the business to make the decision of whether to call or not call.

Q: When will the police respond?

A: The police will investigate reports of violations to their department. However, investigations into face covering violations will be placed into response queue based on all police calls for service and their respective priorities. There could be significant delays in police investigations if other more significant police work is pending. (i.e. accidents, traffic enforcement, alarms, crimes, etc.)

Q: How will police respond?

A: The police may respond in person or by phone. If the police respond in person it will not be an emergency response (light/sirens). Because this rule has no enforcement authority, the police will be responding in an educational posture and no enforcement action will be taken about the non-use of a mask. However other actions could be taken such as if a person is lawfully asked to leave a business and refuses. Those circumstances could potentially turn into a criminal trespassing violation. To be clear, no arrest/tickets will be issued for simply not wearing a mask.

Q: Why did the Town put a face covering rule in place and is it constitutional?

A: The Town Selectboard believes in many things; science, public health and safety, the laws of the State of Vermont, and the laws of the United States, to just name a few. Science has said that mask wearing helps reduce the spread of the virus. Coronavirus is taking its toll on us all and the State has given municipalities, like Essex, the latitude to put in place mask restrictions in order to help reduce the spread of this virus. Decisions are guided by three priorities: slowing the transmission of the virus within our community, continuing essential municipal services, and ensuring the safety and health of all municipal employees and Essex residents. Governor Scott signed S.1 [1] into law (Act 1) on November 23, 2021. Act 1 authorizes towns, cities, and villages to establish masking/face covering requirements through rule.

Q: Are gyms considered private spaces if they require a membership?

A: A liberal interpretation is that the business could allow non-masked persons to enter the non-public spaces (past the front counter where you check in) and this to be considered a private space. The business may have other public health and safety measures that they, as a business, have required such as vaccinations or masking for certain activities. Those decisions and enforcement are made by the business.

Q: How does this affect indoor sports?

A: A mask must be worn in any public space. The determination as to what is public and what is private can be different for many different situations. Our goal is public health and safety and to help reduce the public spread of the disease.

Q: Why aren't there any fines for noncompliance of the rule?

A: Living through Covid is hard enough and has hurt a lot of people financially. We would rather educate, converse, have a dialogue and try to get a long versus the alternatives.

Q: Will the Town amend this rule?

A: The Town Selectboard has established this rule for 45 days and the state law that created this authority says they can extend it in 30-day increments until April 30, 2022. The Town Selectboard meets roughly every two weeks, so this provides the public and the Selectboard the opportunity to amend the rule as necessary.

Q: Will masks be provided by the Town?

A: No, not necessarily. People can obtain a mask from most local stores to include drug stores, supermarkets, hardware stores and many other retail establishments or online. If there is a specific hardship, people can contact the manager's office at manager@essex.org or (802) 878-1341 about potential resources for obtaining a face covering.

Q: Where can I get copies of approved mask signs for my business?

A: Businesses may post their own face covering signs at their business. However, you can find a printable copy of an approved face covering sign on the Town website at www.essexvt.org or by contacting the manager's office at manager@essex.org or (802) 878-1341.

MEETING SCHEDULES

12/14/2021

TOWN SELECTBOARD MEETINGS		VILLAGE TRUSTEES MEETINGS	JOINT MEETINGS
			
Meeting Date/Time	Meeting/Location	Recording Secretary	
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		