

**CITY OF ESSEX JUNCTION CITY COUNCIL
REGULAR MEETING AGENDA
TOWN OF ESSEX SELECTBOARD
SPECIAL MEETING AGENDA**

Online & 2 Lincoln St.
Essex Junction, VT 05452
Wednesday, September 28, 2022
6:15 PM

E-mail: manager@essexjunction.org &
manager@essex.org

www.essexjunction.org

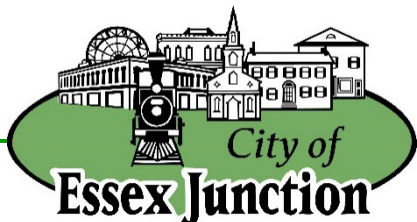
Phone: (802) 878-6944

This meeting will be in-person at 2 Lincoln Street and available remotely. Options to watch or join the meeting remotely:

- **WATCH:** the meeting will be live streamed on [Town Meeting TV](#)
- **JOIN ONLINE:** [Join Zoom Meeting](#)
- **JOIN CALLING:** (toll free audio only): (888) 788-0099 | Meeting ID: 944 6429 7825; Passcode: 635787

1. **CALL TO ORDER** [6:15 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **APPROVE AGENDA**
4. **RECOGNITION**
 - a. Consider Resolutions of Appreciation: Brad Luck & Wendy Hysko – City Council only
5. **PUBLIC TO BE HEARD**
 - a. Comments from Public on Items Not on Agenda
6. **BUSINESS ITEMS**
 - a. *Discussion and Potential Action of Tree Farm Management (memos from Brad Luck & Ally Vile)
 - b. **Discussion and Potential Action of Contracts that are Exempt from Public Records Laws
7. **CONSENT ITEMS**
 - a. Approve Check Warrants #17320 (09/16/2022); #17321 (09/23/2022) – City Council only
 - b. Approve minutes: September 14, 2022 – City Council only
 - c. Consider approval and adoption of the Warning for Special City meeting to be by held Australian ballot on November 8, 2022 (memo from Susan McNamara-Hill) – City Council only
8. **READING FILE**
 - a. Board member comments
9. **EXECUTIVE SESSION**
 - a. *An executive session may be needed to discuss negotiating or securing real estate purchase or lease options
 - b. **An executive session may be needed to discuss contracts that are exempt from public records laws
10. **ADJOURN**

Members of the public are encouraged to speak during the Public to Be Heard agenda item, during a Public Hearing, or, when recognized by the Chair or President, during consideration of a specific agenda item. The public will not be permitted to participate when a motion is being discussed except when specifically requested by the Chair or President. This agenda is available in alternative formats upon request. Meetings of the City Council, like all programs and activities of the City of Essex Junction and the Town of Essex, are accessible to people with disabilities. For information on accessibility or this agenda, call the City Manager's office at 802-878-6944 or the Town Manager's office at 802-878-1341 TTY: 7-1-1 or (800) 253-0191.



**RESOLUTION OF APPRECIATION
BRAD LUCK AND WENDY HYSKO**

- WHEREAS The electorate of Essex Junction chose to petition the Vermont Legislature to fully separate from Essex Town and become an independent city; and
- WHEREAS The decisions of the electorate compelled the Essex Junction Trustees to seek a municipal manager to manage Essex Junction regardless of whether separation was to become law; and,
- WHEREAS Brad Luck and Wendy Hysko proposed becoming Interim Co-Managers, enhancing their existing responsibilities to fulfill the duties of Essex Junction's Manager; and,
- WHEREAS Since February 26th, 2022, Brad Luck and Wendy Hysko have successfully managed the municipality through the initial transition from a Village to City; and,
- WHEREAS During this time Brad Luck and Wendy Hysko continued to ensure the Essex Junction community received the level of services the community has come to expect; and,
- WHEREAS In addition to managing the day-to-day responsibilities Brad Luck and Wendy Hysko managed Essex Junction while overseeing such initiatives as the creation of a Development Review Board, Land Development Code updates, creating a Cannabis Control Board and related Land Development Code enhancements, hiring of new leadership positions, hiring of the first City Manager, and more.

NOW, THEREFORE BE IT RESOLVED

The City of Essex Junction City Council hereby express our deepest and sincerest appreciation for Brad Luck and Wendy Hysko's excellent service to our community.

WITH SINCERE APPRECIATION,

Andrew Brown, President

Raj Chawla, Vice President

Amber Thibeault

Dan Kerin

George Tyler

To: Essex Junction City Council

CC: Regina Mahony, Greg Duggan, Marguerite Ladd, Ally Vile, Essex Selectboard

From: Brad Luck, Recreation Director

Meeting Date: September 28, 2022

Agenda Item: Tree Farm Contracts and Lease

Issue

There are three contracts that expire related to the Tree Farm Recreation Facility on December 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 (MOU)
- Management Agreement Between the Town of Essex, Village of Essex Junction, and Tree Farm Management Group (Management Agreement)
- Tree Farm Recreation Facility Lease (Lease)

The MOU spells out how the Town and City want to manage the property. The Management Agreement and Lease are products of what is outlined in the MOU.

Discussion

This issue was discussed at a joint board meeting in August 2021. The three contracts were set to expire on July 31, 2022. The recommendation from staff was to extend the three contracts through November 30, 2022, with municipal management beginning on December 1, 2022. There were no motions made by either board.

In November 2021, the recommendation from staff was to extend the agreements and identify the recreation departments of the municipalities as the managers of the property effective January 1, 2024.

The following were 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 & EJP 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

This is the motion that was passed by both boards on 11/22/21:

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.

Note: the motion passed by both boards was for a four-year extension, but the nature of the conversation leading up to the motion was more about a three year extension.

On 2/15/22, both boards extended the MOU, Tree Farm Management Agreement, and lease agreement with the Tree Farm Management Group to 12/31/22. The three agreements were slated to end on 7/31/22. The end of July is truly the middle of the Tree Farm season. Operating on a calendar year basis seems more reasonable for now and in the future.

On 5/16/22, the Selectboard passed the following motion:

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, that the Selectboard direct staff to schedule a meeting between the Selectboard and Trustees to further discuss the Memorandum of Understanding for the management of the Tree Farm Recreational Facility Between the Town of Essex and the Village of Essex Junction, and the lease extension with the Tree Farm Management Group. The motion passed 4-0 (Kendall Chamberlin absent for vote).

The recommendation from Town management and conversation at the meeting shifted from the November position of transitioning to municipal management to maintaining third party management.

On 8/15/22, the Selectboard passed the following motion:

Dawn Hill Fleury made a motion, seconded by Tracey Delphia, that whereas, on November 22, 2021, the Selectboard approved a motion "...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";

Whereas, on May 16, 2022, the Selectboard approved a motion "...that the Selectboard direct staff to schedule a meeting between the Selectboard and Trustees to further discuss the Memorandum of Understanding for the management of the Tree Farm Recreational Facility Between the Town of Essex and the Village of Essex Junction, and the lease extension with the Tree Farm Management Group;";

NOW, THEREFORE, BE IT RESOLVED by the Selectboard for the Town of Essex that the November 2021 motion, mentioned above, is clarified that the Town staff is directed to work with the City of Essex Junction to update the lease extension with the Tree Farm Management Group, along with the management agreement and Memorandum of Understanding with the Essex Junction City Council, in order to continue the proper management, care and use of the Tree Farm Recreational Facility through December 31, 2026, and beyond. Motion passed 5-0.

The current philosophies about the future management of the facility appear to be at odds, with the Council preferring a future with municipal management and the Selectboard preferring third party management. Given that the two municipalities are Tenants in Common, it would be good to discuss

and attempt to reach a consensus on a future management plan and update the MOU accordingly. The terms in the MOU will dictate what needs to happen with a management agreement and/or lease.

Cost

No known costs at this time but potential future costs depending on choices/actions.

Recommendation

It is recommended that the Council discuss the MOU, Management Agreement, and Lease agreements in executive session with the Selectboard.

Recommended Motion

Should the Councilors decide to move forward with the recommendation, the following is the recommended motion:

1st Motion: "I move to find that premature general public knowledge regarding contracts associated with the Tree Farm Recreation Facility would clearly place the City at a substantial disadvantage, because the Council risks disclosing its negotiation strategy if it discusses the contract terms in public."

2nd Motion: "I move that we go into executive session to discuss contracts under the provisions of Title 1, Section 313(a)(1) of the Vermont Statutes and to negotiate or secure real estate purchase or lease options under Title 1, Section 313(a)(2) of the Vermont Statutes, and include Regina Mahony, Brad Luck, Harlan Smith, members of the Essex Selectboard, Greg Duggan, Marguerite Ladd, and Ally Vile."

Attachments

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

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

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

As approved

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

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

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

As approved

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

V. Subdivision –

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


VI. Signatures –

For the Town of Essex Selectboard




Irene A. Wrenner, Chair


For the Village of Essex Junction
Board of Trustees


Lawrence Yandow, President

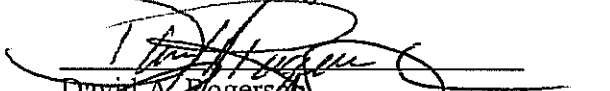
As approved




Max G. Lévy, Vice Chair



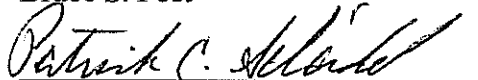
Linda K. Myers



David A. Rogers




Bruce S. Post

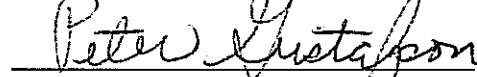


Patrick C. Scheidel, Town Manager


Dated: February 15, 2010.



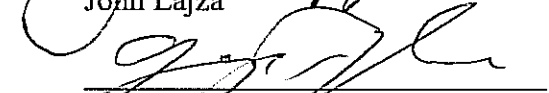
Deborah Billado, Vice President



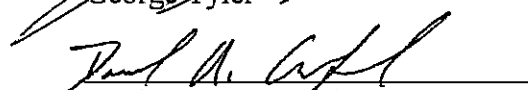
Peter Gustafson



John Lajza



George Tyler



David Crawford, Village Manager

Dated: February 15, 2010.

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

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

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

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

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

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

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

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

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

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

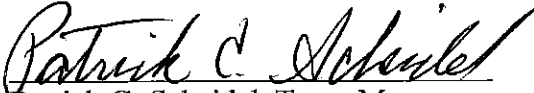
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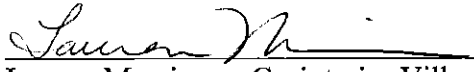
139 f. TFMG may also voluntarily separate from this agreement with 90 days
140 written notice to the Town and Village. In so doing, TFMG forfeits any
141 and all rights or claims to use of the Tree Farm facility, and interim
142 management of the facility shall fall to the Essex Parks and Recreation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

145 VII. Signatures --

146 For the Town of Essex


For the Village of Essex Junction


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149 
150
151 Patrick C. Scheidel, Town Manager


152 Lauren Morriseau, Co-interim Village
153 Manager

154
155 For the Tree Farm Management Group

For the Village of Essex Junction

156
157 
158
159 Rachel Beaugard, President


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

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

165 Dated (Village): 3/20/13

166 Dated (TFMG): 3/20/13

167

Tree Farm Recreation Facility

Fee Schedule

(As of 8/31/2012)

Regular cost: \$50/hour/field

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

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

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

Entire facility: \$4800/day

TREE FARM RECREATION FACILITY LEASE

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

1. PREMISES

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

2. TFMG'S RESPONSIBILITIES:

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

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

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

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

Junction as additional insureds.

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

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

3. OTHER CONDITIONS:

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

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

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

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

TREE FARM MANAGEMENT GROUP

[Signature]
Witness

[Signature]
It's Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

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

Notary Public
Commission Expires 02/10/2015

[Signature]
Witness

TOWN OF ESSEX
[Signature]
It's Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

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

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

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

VILLAGE OF ESSEX JUNCTION

Patricia A. Benoit
Witness

Lauren Morriveau
It's Authorized Agent
Susan McNamee Hill

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Essex Junction in said County and State, this 20th day of March
2012, personally appeared Lauren Morriveau ^{Susan} ~~It's~~ ^{McNamee Hill} ~~authorized~~ agent of the
Village of Essex, and acknowledged the foregoing instrument by him/her subscribed to be
his/her free act and deed and the free act and deed of the Village of Essex Junction.

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

Memorandum

To: Essex Selectboard

Greg Duggan, Town Manager

CC: Essex Junction City Council; Marguerite Ladd, Deputy Town Manager; Regina Mahony, City Manager, Brad Luck, Director of Essex Junction Recreation and Parks

From: Ally Vile, Director, Essex Parks & Recreation

Date: September 22, 2022

Re: Tree Farm Lease Discussion

Issue

The issue is whether the Selectboard will reach an agreement with the City Council on whether and how to amend or terminate the existing Memorandum of Understanding for the management of the Tree Farm Recreation Facility Between the Town of Essex and Village of Essex Junction; and whether the Selectboard will, prior to the expiration of the existing lease on December 31, 2022, offer a Tree Farm Recreation Facility Lease and a Management Agreement to the Tree Farm Management Group for four years based on the MOU, and that does not specifically target an end goal of municipal management.

Discussion

The existing Tree Farm Recreation Facility Lease between the Town, City, and Tree Farm Management Group (TFMG) expires on December 31, 2022. In 2021, the Selectboard and Essex Junction Trustees agreed to offer a four-year lease extension to TFMG, with the intention spelled out in a lease that Essex Parks and Recreation and Essex Junction Recreation and Parks would assume the management of the Tree Farm facility thereafter; the lease was to be developed with a transition plan and business plan for municipal management of the facility.

Once Town and Village (now City) staff began meeting and working on a transition plan, it became apparent, at least from Town staff, that reaching a viable transition plan would pose an incredible challenge of balanced management and oversight until separation efforts and procedures were in working order.

Additionally, Town staff took a closer look at the existing Memorandum of Understanding, which specified, “the first preference for management of the Facility is an arrangement with a non-municipal organization representing the various user groups of the Facility,” and that “after the management agreement or any extension of it expires or is terminated, the Town and Village shall consider a management agreement with TFMG or a subsequent and similar organization representing Facility users before considering the assumption of a more direct municipal role in the operation of the Facility.” The MOU said, “in the event that a management group cannot be found that is deemed by the Town and Village to be a feasible option for the operation and maintenance of the Facility, the Town and Village will establish a new MOU that ensures joint management and meets the principles established above.” The MOU is to “remain in effect until amended or terminated by mutual agreement of the parties.”

When Town staff brought these issues to the Selectboard on May 16, 2022 and again on August 15, 2022, the Selectboard agreed that municipal management should not be a specified end result of a lease extension with the TFMG. At the May 16, 2022 meeting, the Selectboard directed staff to, schedule a meeting with the City Council to discuss the MOU and lease extension, with the second request made at the August meeting.

With the Selectboard and City Council meeting on Sept. 28, 2022 to discuss the Tree Farm, Town staff recommends the two boards discuss whether and how to amend the MOU, which will inform the creation of a new lease agreement and Management Agreement. Public comment at 2021 board meetings, for instance, was mixed on whether or not the municipalities should assume management of the Tree Farm facility.

Regardless of the intention of the original MOU, staff believes we should continue with a lease extension to the TFMG after the current lease expires on December 31, 2022, as the Selectboard and Trustees/Council directed in 2021. Rather than intending a new lease to end with the Tree Farm under municipal management, however, Town staff recommends addressing some of the management concerns – public access, open meeting law, financial review, for instance – in a new lease that honors the intent of the original MOU, and leaves open the question of which entity(ies) will manage the facility at the expiration of a new lease. One possible option would be to include language in the lease about giving a 12-month notice of whether or not to extend the lease.

Taking this approach would allow both municipalities to focus on other priorities as they navigate the transitions to a new City and a new version of the Town.

A proposed MOU, lease agreement, and management agreement are attached.

Cost: None

Recommendation

Staff recommends the Selectboard reach an agreement with the City Council on whether and how to amend or terminate the existing Memorandum of Understanding for the management of the Tree Farm Recreation Facility Between the Town of Essex and the Village of Essex Junction, and, prior to the expiration of the existing lease on December 31, 2022, offer a Tree Farm Recreation Facility Lease and a Management Agreement to the Tree Farm Management Group for four years based on the MOU and that does not specifically target an end goal of municipal management.

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

“I move that the Selectboard enter executive session to discuss the negotiating or securing of real estate purchase or lease options in accordance with 1 V.S.A. Section 313(a)(2) and to include the Town Manager, Deputy Town Manager, Director of Parks and Recreation, City Council, City Manager, Director of Essex Junction Recreation and Parks.

**Memorandum of Understanding
For the management of the Tree Farm Recreational Facility
Between the Town of Essex and the City of Essex Junction**

I. **Definitions** - Throughout this memorandum of understanding, the following definitions apply:

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

Commented [AV1]: Village has been changed to City throughout the document

Commented [AV2]: The merged school district name has been updated in the document

II. **Purpose** - The purpose of this MOU is to provide for the orderly and efficient management and oversight of the Facility in conformance with the planned lease agreement.

Commented [AV3]: Original stated: The purpose of this MOU is to provide for the orderly and efficient management and oversight of the Facility upon its planned purchase.

III. **Principles** - The Town and City acknowledge the following principles as guidance for the current and future management of the Facility:

- a. The joint lease and management of the Facility meet the mutually held goals of preserving open space for recreational use and natural resource protection in a way that is also of significant benefit to the local economy;
- b. The Town and the City are named as Tenants in Common in the deed to the Facility to further ensure a full commitment to this cooperative relationship;
- c. The continued efficient and orderly operation of the Facility in a manner

Commented [AV4]: Original: "The joint purchase and management of the Facility meets the mutually held goals..."

similar to the current operational framework is strongly desired and a shared goal, with noted additional provisions to the Town and City during the lease agreement timeframe. This includes but is not limited to open meeting laws, posted agendas and meeting minutes, and monthly financial updates; and

Commented [AV5]: This section was added after the original text ended with "shared goal"

- d. The Facility continues to be managed as a single public 99+/- acre parcel, with the exception of the buildings, until such time as this MOU expires or is terminated.

Commented [AV6]: Original noted it as a 100-acre parcel

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

- a. Management - The Town and City agree that the lease, effective 1/1/2023, for management of the Facility is an arrangement with a non-municipal organization representing the various user groups of the Facility. As such:

Commented [AV7]: Updated from original with added requirements to the TFMG in the new lease as indicated from past joint board meetings

- i. The managers of the Town and City or their designees shall set forth a meeting schedule with the TFMG to ensure compliance by the Lessee during the term of this Agreement.

Commented [AV8]: Took dates out from original

- ii. After reviewing the management agreement with the current Tenant in 2024, the Town and City shall consider a management agreement with TFMG or a subsequent and similar organization representing Facility users before considering the assumption of a more direct municipal role in the operation of the Facility, which would be scheduled to begin 1/1/2027.

Commented [AV9]: Changed from orig. document regarding years and when extensions or expirations would occur

- iii. The management agreement shall specify that TFMG or subsequent management group will retain operational oversight and maintenance responsibilities for all infrastructure directly linked to field-based sports and any non-motorized trail use within the leased area as specified in the management agreement.

- iv. The management agreement shall allow TFMG or another management group to set and retain all fees provided that the revenue generated from such reasonable fees reflects the amount of funds necessary to sustain the orderly and efficient operation of the Facility, while also financially supporting a 5-year capital improvement plan for new, repaired and/or replaced infrastructure needs; and

Commented [AV10]: Added specifics about a capital plan

- v. Any use of the Facility not covered in the management agreement or this MOU shall be subject to mutual approval by the Town and City.

- b. In the event that a management group cannot be found that is deemed by the Town and City to be a feasible option for the operation and maintenance of the Facility, the Town and City will establish a new MOU that ensures either joint management or an RFP process to meet the principles established above. This decision shall be made after reviewing with TFMG of the management agreement specified in Section IV.a.ii., above, approximately 20-24 months into the lease agreement.

Commented [AV11]: Changed/updated from original based on previous board and staff meetings and a transitional plan half way through the new lease agreement and all parties knowing the plan upon the end of this lease term. This also doesn't require the Town and City to only go in one direction (joint management or 3rd party)

- c. Construction of any new trail or alteration of an existing trail must first receive approval from the Town and City.

- d. All organizations/groups shall provide their own insurance for any activities it requests or participates in at the Facility.

Commented [AV12]: Added this for all users, not just the school to provide insurance. Took out original letter D stating that the Town and Village must approve any use of the facility by the school.

- e. Any use of the Facility that lies outside an area leased as part of a management agreement is subject to the approval of the Town and City. A preference shall be given to the preservation of such an area as open space, with the potential approval of non-motorized trail use.
- f. Maintenance and capital projects shall be specifically agreed to by both parties. This does not include the buildings.
- g. Buildings - The buildings shall be the Town's sole responsibility. Any use shall comply with Town zoning regulations.
- h. Insurance - The insurance for the property shall be split evenly between the Town and City, apart from the buildings which shall be covered by the Town's insurance.

V. Subdivision -

- a. There shall be no subdivision of the parcel except by mutual agreement of the Parties.
- b. The entity initiating any proceeding under Act 250 and/or any other state local land use law shall be responsible for all costs associated with those proceedings, provided no other arrangement is separately agreed to by the Town and City.
- c. This MOU will cover the operational framework of the Facility until December 31, 2026. At that time, in the event a subdivision has occurred either party may terminate this MOU. If no such subdivision has occurred, then this MOU shall remain in effect until amended or terminated by mutual agreement of the parties.

Commented [AV13]: Changed original that stated "At such time as the Town or Village deems appropriate, the parcel may be subdivided along the existing municipal boundaries to further delineate ownership."

Commented [AV14]: Changed date (orig. listed 7/31/22)

Commented [AV15]: Updated date reflective of proposed lease term

V. Signatures -

For the Town of Essex

For the City of Essex Junction

Greg Duggan, Town Manager

Regina Mahony, City Manager

Andrew Watts, Town Selectboard Chair

Andrew Brown, City Council President

Commented [AV16]: Updated this section to list current names/positions

Memorandum

To: Selectboard; Essex Junction City Council
Cc: Regina Mahony, City Manager
From: Greg Duggan, Town Manager
Re: Executive session for contracts
Date: September 22, 2022

Issue

The issue is whether the Selectboard and City Council will enter executive session to discuss contracts.

Discussion

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/City Council and the Town/City at a substantial disadvantage. Contracts can be protected discussions.

Cost

N/A

Recommendation

If the Selectboard/City Council wishes to enter executive session, the following motions are recommended:

Motion #1

"I move that the Selectboard/City Council make the specific finding that general public knowledge of contracts would place the Town/City at a substantial disadvantage."

Motion #2

"I move that the Selectboard/City Council enter into executive session to discuss contracts, pursuant to 1 V.S.A. § 313(a)(1)(A) to include the City Council/Selectboard, Town Manager, City Manager, Deputy Town Manager, and Police Chief."

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
05290	02/10/22	Wiper Blades/Washer Fluid 552204129071	210-5-30-12-610.000 General Supplies	83.23	41985	09/16/22
05290	08/29/22	Battery 552224135564	210-5-30-12-431.000 R&M Buildings & Grounds	133.99	41985	09/16/22
244615	09/14/22	Junction Jam Performance 091422D	210-5-17-10-831.000 Special or New Programs	300.00	41993	09/16/22
00530	07/22/22	J Replacement, Supplies B6466480	210-5-90-00-640.202 Juvenile Collection repl	32.23	41998	09/16/22
00530	07/22/22	J Replacement, Supplies B6466480	210-5-35-10-610.000 General Supplies	1.60	41998	09/16/22
00530	08/29/22	Lib Donations: Foundation B6484347	210-5-90-00-991.000 Library Donation Expense	92.84	41998	09/16/22
00530	08/29/22	Lib Donations: Foundation B6484347	210-5-35-10-610.000 General Supplies	4.80	41998	09/16/22
00530	08/29/22	Lib Donations: Foundation B6484348	210-5-90-00-991.000 Library Donation Expense	64.22	41998	09/16/22
00530	08/29/22	Lib Donations: Foundation B6484348	210-5-35-10-610.000 General Supplies	3.20	41998	09/16/22
00530	08/29/22	J Collection, Supplies B6484365	210-5-35-10-640.202 Juvenile Collection	75.12	41998	09/16/22
00530	08/29/22	J Collection, Supplies B6484365	210-5-35-10-610.000 General Supplies	4.80	41998	09/16/22
00530	08/29/22	J Collection, Supplies B6484371	210-5-35-10-640.202 Juvenile Collection	16.01	41998	09/16/22
00530	08/29/22	J Collection, Supplies B6484371	210-5-35-10-610.000 General Supplies	0.80	41998	09/16/22
00530	08/29/22	J Collection, Supplies B6484387	210-5-35-10-640.202 Juvenile Collection	14.24	41998	09/16/22
00530	08/29/22	J Collection, Supplies B6484387	210-5-35-10-610.000 General Supplies	0.80	41998	09/16/22
26680	09/12/22	Jct Jam Performance 091222D	210-5-17-10-831.000 Special or New Programs	300.00	42000	09/16/22
30290	09/06/22	man vs machine course 1470	210-5-25-10-500.000 Training, Conf, Dues	180.00	42003	09/16/22
17895	08/29/22	Floor Wax MPR 12284	210-5-30-12-330.000 Professional Services	2040.00	42006	09/16/22
17895	08/30/22	MSP Cleaning August 12290	210-5-41-26-400.000 Contracted Services	2893.29	42006	09/16/22
30100	06/15/22	COBRA HELPS June 259757	210-5-10-10-210.000 Group Insurance	28.70	42007	09/16/22
30100	07/16/22	COBRA july 2022 262004	210-5-10-10-210.000 Group Insurance	30.80	42007	09/16/22
30100	08/15/22	COBRA Administration Aug 264266	210-5-10-10-210.000 Group Insurance	31.50	42007	09/16/22
17025	09/06/22	Recording Secretary 8/31 0104	210-5-10-10-530.000 Communications	66.51	42011	09/16/22
19065	08/03/22	Pool Pavilion Electric W 1825	210-5-30-12-330.000 Professional Services	240.00	42012	09/16/22
07530	08/26/22	Lumber Skate ramp 2208206890	210-5-30-12-431.000 R&M Buildings & Grounds	222.54	42013	09/16/22

For Check Acct 01 (GENERAL FUND) All check #s 09/16/22 To 09/16/22 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
26550	09/12/22	Junction Jam Performance 091222D	210-5-17-10-831.000 Special or New Programs	600.00	42016	09/16/22
29785	09/01/22	J Programs AUGUST2022	210-5-35-10-840.202 Childrens Programs	100.00	42017	09/16/22
33075	08/29/22	EJ - Clerk Desktop 10610572842	210-5-10-10-735.000 Tech: Equip/Hardware	874.22	42020	09/16/22
21150	09/02/22	J Collection 403536	210-5-35-10-640.202 Juvenile Collection	59.99	42024	09/16/22
21835	07/28/22	Costco Purchase 07282022	210-5-25-10-610.000 General Supplies	130.77	42028	09/16/22
19005	09/01/22	Internet, phone 12129650	210-5-41-20-530.000 Communications	552.50	42029	09/16/22
19005	09/01/22	Brownell Phone wifi 12129670	210-5-41-21-530.000 Communications	510.40	42030	09/16/22
10705	06/03/22	GARDENING MIX GSC PREM BU TW38916A	210-5-40-12-571.000 Streetscape Maintenance	84.00	42034	09/16/22
34895	09/01/22	Garbage Removal 2 Lincoln 1660607	210-5-41-20-400.000 Contracted Services	278.31	42035	09/16/22
34895	09/01/22	MSP Trash Removal August 1661476	210-5-41-26-400.000 Contracted Services	392.33	42035	09/16/22
04035	06/07/22	Chipper Rental 99902	210-5-30-12-442.000 Rental Vehicles/Equip	185.00	42038	09/16/22
26570	09/12/22	Jct Jam Performance 091222D	210-5-17-10-831.000 Special or New Programs	200.00	42043	09/16/22
24250	09/13/22	Extinguisher Inspection 25012882	210-5-30-12-330.000 Professional Services	671.25	42047	09/16/22
33495	06/24/22	A Collection 70183036	210-5-35-10-640.201 Adult Collection	14.03	42048	09/16/22
33495	09/06/22	A Collection, Supplies 71371605	210-5-35-10-640.201 Adult Collection	27.43	42048	09/16/22
33495	09/06/22	A Collection, Supplies 71371605	210-5-35-10-610.000 General Supplies	0.90	42048	09/16/22
33495	09/06/22	A Collection, Supplies 71371606	210-5-35-10-640.201 Adult Collection	14.02	42048	09/16/22
33495	09/06/22	A Collection, Supplies 71371606	210-5-35-10-610.000 General Supplies	0.45	42048	09/16/22
33495	09/06/22	A Collection 71371607	210-5-35-10-640.201 Adult Collection	15.85	42048	09/16/22
08795	09/12/22	Jct Jam Performance 091222D	210-5-17-10-831.000 Special or New Programs	625.00	42049	09/16/22
20135	09/02/22	Lock Set S1445205	210-5-30-12-431.000 R&M Buildings & Grounds	221.00	42054	09/16/22
30280	08/31/22	Lib Donation Exp: Foundat 1190520829	210-5-90-00-991.000 Library Donation Expense	1474.75	42056	09/16/22
25625	09/02/22	EJRP Lowes August 4191080 0822	210-5-30-12-610.000 General Supplies	900.95	42057	09/16/22
29755	09/12/22	City Property Inspections 091222D	210-5-10-10-330.000 Professional Services	1300.00	42062	09/16/22
23420	08/23/22	MSP Portolets T583258	210-5-30-12-330.000 Professional Services	330.00	42064	09/16/22

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
23420	08/30/22	Cascade Portolet Sept. T583713	210-5-30-12-330.000 Professional Services	120.00	42064	09/16/22
23420	09/08/22	Sewer Service T584302	210-5-41-20-431.000 R&M Buildings & Grounds	195.00	42067	09/16/22
23420	09/08/22	sewer line to clear at 2 T584320	210-5-41-20-431.000 R&M Buildings & Grounds	195.00	42067	09/16/22
V10554	09/01/22	Adult Collection 555702	210-5-35-10-640.201 Adult Collection	45.57	42068	09/16/22
V10554	09/10/22	Adult Collection 563453	210-5-35-10-640.201 Adult Collection	45.60	42070	09/16/22
24410	08/31/22	Delivery, 8 stops 8/1-8/3 80272236	210-5-35-10-560.000 Postage	180.00	42075	09/16/22
05380	09/05/22	Postage Village 4061 9222	210-5-10-10-560.000 Postage	201.00	42077	09/16/22
22515	09/12/22	Jct Jam Performance 091222D	210-5-17-10-831.000 Special or New Programs	150.00	42080	09/16/22
03180	07/28/22	Alarm monitoring, inspect 22000	210-5-41-20-400.000 Contracted Services	150.00	42085	09/16/22
29835	08/25/22	Paint Sprayer 39301	210-5-30-12-431.000 R&M Buildings & Grounds	1329.00	42090	09/16/22
29835	08/23/22	Paving Project 53024	210-5-30-12-610.000 General Supplies	11.69	42090	09/16/22
V10040	09/01/22	Library Donation : Founda SB1458968	210-5-90-00-991.000 Library Donation Expense	2350.00	42091	09/16/22
19290	09/12/22	Jct Jam Performance 091222D	210-5-17-10-831.000 Special or New Programs	300.00	42092	09/16/22
26690	09/12/22	Jct Jam Performance 091222D	210-5-17-10-831.000 Special or New Programs	250.00	42098	09/16/22
28470	09/16/22	Payroll Transfer PR-09/16/22	210-2-00-00-210.004 Retirement Payable	9944.56	42102	09/16/22
29825	08/23/22	MSP Gas August 1578756 0822	210-5-41-26-621.000 Natrual Gas/Heating	39.22	42103	09/16/22
29825	08/23/22	MSP Gas August 810044 0822	210-5-41-26-621.000 Natrual Gas/Heating	134.74	42106	09/16/22
41630	09/14/22	City dog fees to state City 220831	210-2-00-00-215.004 Due to VT Dog Lic	100.00	42108	09/16/22
07565	09/01/22	Supplies 232396809	210-5-35-10-610.000 General Supplies	434.33	42111	09/16/22
V1161	09/16/22	Payroll Transfer PR-09/16/22	210-2-00-00-210.004 Retirement Payable	2474.90	9140215	09/16/22
V1160	09/16/22	Payroll Transfer PR-09/16/22	210-2-00-00-210.004 Retirement Payable	2968.37	9140216	09/16/22
30245	08/30/22	City of EJ Appraisal - 11 2208033	232-5-41-20-890.832 2 Lincoln Street Renovati	3250.00	42078	09/16/22
31770	08/18/22	MSP Red Dirt 128421	233-5-00-00-740.002 Resurfacing	559.00	41995	09/16/22
30250	08/18/22	Red Field Dirt 33375	233-5-00-00-740.002 Resurfacing	1000.00	42042	09/16/22
37715	05/23/22	Wifi antenna admin 41345	255-5-55-30-530.000 Communications	277.52	42050	09/16/22

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
12775	PRATT & SMITH ELECTRICAL	08/31/22	Control work at Essex WWT 10007	255-5-55-30-570.000 Other Purchased Services	670.20	42074	09/16/22
12775	PRATT & SMITH ELECTRICAL	06/30/22	Control cabinet install 9901	255-5-55-30-570.000 Other Purchased Services	550.00	42074	09/16/22
V2124	STAPLES ADVANTAGE	07/16/22	50133 WW general supplies 3512798743	255-5-55-30-610.000 General Supplies	47.25	42094	09/16/22
31275	DON WESTON EXCAVATING INC	09/01/22	36 Cascade Street storm w 10651	256-5-56-40-433.000 R&M Infrastructure	2145.00	42022	09/16/22
07305	AIRGAS USA LLC	08/31/22	Pool Chemicals 9990636317	259-5-30-11-431.000 R&M Buildings & Grounds	282.24	41986	09/16/22
19815	AMAZON CAPITAL SERVICES	09/12/22	PS Printer Toner 19TVD7MQ497Y	259-5-30-16-610.000 General Supplies	257.97	41989	09/16/22
17895	CLEAN NEST	08/30/22	MSP Cleaning August 12290	259-5-30-15-330.000 Professional Services	1928.86	42006	09/16/22
19065	CPL ELECTRICAL CONSTRUCTI	08/03/22	Pool Pavilion Electric W 1825	259-5-30-11-431.000 R&M Buildings & Grounds	375.00	42012	09/16/22
33075	DELL MARKETING LP	09/01/22	EJRP - Laptop Accessory B 10611433199	259-5-30-15-610.000 General Supplies	853.25	42020	09/16/22
33075	DELL MARKETING LP	09/09/22	EJRP - Laptops 10613548552	259-5-30-15-610.000 General Supplies	2219.74	42020	09/16/22
25625	LOWE'S - 1080	09/02/22	EJRP Lowes August 4191080 0822	259-5-30-17-610.000 General Supplies	46.33	42057	09/16/22
00275	SB SIGNS INC	07/19/22	Bike Park Banners 26497	259-5-30-12-830.000 Regular Programs	621.00	42086	09/16/22
10435	SCREENMYLOGO.COM	08/02/22	Barcomb Fall League Shirt 19449	259-5-30-14-610.000 General Supplies	600.00	42089	09/16/22
10435	SCREENMYLOGO.COM	08/23/22	Swish Basketball Shirts 19499	259-5-30-14-610.000 General Supplies	830.62	42089	09/16/22
23495	STUDENT TRANSPORTATION OF	06/30/22	CMS Field Trip Bus 70168338	259-5-30-17-580.000 Travel	774.26	42096	09/16/22
244610	VTAEYC	09/09/22	EJRP Preschool Conference 2021286	259-5-30-16-500.000 Training, Conf, Dues	1475.00	42110	09/16/22
07565	W B MASON CO INC	08/31/22	Preschool Supplies 232355978	259-5-30-16-610.000 General Supplies	71.52	42111	09/16/22

09/16/22

Town of Essex Accounts Payable

03:47 pm

Check Warrant Report # 17320 Current Prior Next FY Invoices For Fund (GENERAL FUND)

JMorris

For Check Acct 01 (GENERAL FUND) All check #s 09/16/22 To 09/16/22 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
Report Total				56878.11		

To the Treasurer of Town of Essex, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****56,878.11
Let this be your order for the payments of these amounts.

01:37 pm

Check Warrant Report # 17321 Current Prior Next FY Invoices For Fund (GENERAL FUND)

JMorris

For Check Acct 01 (GENERAL FUND) All check #s 09/23/22 To 09/23/22 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
14400	09/19/22	ABOVE AND BEYOND Cleaning Service 6/3-8/6 7307	210-5-41-20-400.000 Contracted Services	750.00	42116	09/23/22
14400	09/19/22	ABOVE AND BEYOND Cleaning Service 6/3-8/6 7307	210-5-41-21-400.000 Contracted Services	2212.75	42116	09/23/22
05290	06/13/22	ADVANCE AUTO PARTS BRAKE CLEANER 14 OZ 14 OZ 552216431899	210-5-40-12-610.000 General Supplies	52.80	42118	09/23/22
05290	08/05/22	ADVANCE AUTO PARTS DEGREASER 5 EA PRPWR 552221741705	210-5-40-12-610.000 General Supplies	34.49	42118	09/23/22
42665	09/10/22	AMAZON/SYNCB J Col, A Col, A Prog, Tec 9852 0922	210-5-35-10-640.202 Juvenile Collection	181.19	42129	09/23/22
42665	09/10/22	AMAZON/SYNCB J Col, A Col, A Prog, Tec 9852 0922	210-5-35-10-640.201 Adult Collection	36.02	42129	09/23/22
42665	09/10/22	AMAZON/SYNCB J Col, A Col, A Prog, Tec 9852 0922	210-5-35-10-840.201 Adult Programs	66.84	42129	09/23/22
42665	09/10/22	AMAZON/SYNCB J Col, A Col, A Prog, Tec 9852 0922	210-5-35-10-735.000 Tech: Equip/Hardware	292.66	42129	09/23/22
42665	09/10/22	AMAZON/SYNCB J Col, A Col, A Prog, Tec 9852 0922	210-5-35-10-610.000 General Supplies	241.64	42129	09/23/22
V04609	09/01/22	CENTER POINT LARGE PRINT Adult Collection 1954275	210-5-35-10-640.201 Adult Collection	98.28	42133	09/23/22
V0461	09/19/22	CENTRAL BEVERAGE Adult Collection Central0922	210-5-35-10-640.201 Adult Collection	179.25	42134	09/23/22
21120	09/15/22	CHAMPLAIN MEDICAL URGENT Physicals EJFD 0005470000	210-5-25-10-330.000 Professional Services	35.00	42136	09/23/22
04940	08/27/22	COMCAST Internet Service EJFD 9/4 0179210 0922	210-5-25-10-530.000 Communications	172.90	42141	09/23/22
04940	09/03/22	COMCAST Cable TV EJFD 9/10-10/9/2 0207722 0922	210-5-25-10-530.000 Communications	19.82	42142	09/23/22
38280	09/13/22	CRYSTAL ROCK BOTTLED WATE Bottled Water 2 Lincoln S 091322D	210-5-41-20-610.000 General Supplies	17.69	42144	09/23/22
21845	09/19/22	FIRST NATIONAL BANK OMAHA J Coll; Tech Subs. Credit 0017 0922	210-5-35-10-640.201 Adult Collection	-153.65	42152	09/23/22
21845	09/19/22	FIRST NATIONAL BANK OMAHA J Coll; Tech Subs. Credit 0017 0922	210-5-35-10-640.202 Juvenile Collection	174.96	42152	09/23/22
21845	09/19/22	FIRST NATIONAL BANK OMAHA J Coll; Tech Subs. Credit 0017 0922	210-5-35-10-610.000 General Supplies	-142.95	42152	09/23/22
21845	09/19/22	FIRST NATIONAL BANK OMAHA J Coll; Tech Subs. Credit 0017 0922	210-5-35-10-505.000 Tech. Subs, Licenses	112.66	42152	09/23/22
21845	09/19/22	FIRST NATIONAL BANK OMAHA J Coll; Tech Subs. Credit 0017 0922	210-5-35-10-505.000 Tech. Subs, Licenses	149.90	42152	09/23/22
19005	09/01/22	FIRSTLIGHT FIBER Telephone 8/1-8/31/22 EJF 12129705	210-5-41-22-530.000 Communications	255.42	42153	09/23/22
19005	09/01/22	FIRSTLIGHT FIBER MSP Internet September 12130263	210-5-41-26-530.000 Communications	360.00	42153	09/23/22
07010	09/08/22	GREEN MOUNTAIN POWER CORP MSP Gas August 0922 75 MAPA	210-5-41-26-621.000 Natrual Gas/Heating	1881.38	42158	09/23/22
07010	09/08/22	GREEN MOUNTAIN POWER CORP MSP Gas August 0922 75 MAPL	210-5-41-26-621.000 Natrual Gas/Heating	175.10	42159	09/23/22
17710	08/31/22	KOFILE INC / GOVOS INC City land record books INVKT007918	210-5-10-10-610.000 General Supplies	1894.36	42163	09/23/22

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
V9970	09/12/22	MIDWEST TAPE Adult Collection 502661946	210-5-35-10-640.201 Adult Collection	39.99	42168	09/23/22
26505	12/21/21	NEST COFFEE & BAKERY LLC Holly Jolly replacement 122121D	210-5-17-10-850.000 Community Events and Cele	750.00	42170	09/23/22
27365	07/03/22	PETTY CASH-TOWN CLERK postage supplies 433540	210-5-10-10-610.000 General Supplies	24.99	42176	09/23/22
25140	09/13/22	PIKE INDUSTRIES INC Asphalt- VT Sale 1202951	210-5-40-12-605.000 Summer Construction Suppl	635.95	42178	09/23/22
24325	07/15/22	RADIO NORTH GROUP INC Batteries 24144288	210-5-25-10-430.000 R&M Vehicles & Equipment	159.50	42179	09/23/22
05280	07/09/22	S & D LANDSCAPES LLC June 29,2022, Weed Applic 220577	210-5-40-12-571.000 Streetscape Maintenance	552.18	42183	09/23/22
29835	06/14/22	SHERWIN-WILLIAMS QS 2" TRIM BRUSH 25196	210-5-40-12-610.000 General Supplies	14.06	42186	09/23/22
V10695	09/09/22	SUNSET TREE CARE MSP/Park St/Brownell Tree 090922D	210-5-30-12-330.000 Professional Services	900.00	42188	09/23/22
V10695	09/09/22	SUNSET TREE CARE MSP/Park St/Brownell Tree 090922D	210-5-41-21-431.000 R&M Buildings & Grounds	250.00	42188	09/23/22
14800	09/01/22	TECH GROUP INC Anti-Virus Contract Sept 99375	210-5-25-10-431.000 R&M Buildings & Grounds	40.00	42191	09/23/22
22070	08/31/22	VILLAGE COPY & PRINT INC. Resident only parking per 8892	210-5-10-10-550.000 Printing and Binding	375.60	42194	09/23/22
V1161	09/23/22	ICMA RETIREMENT TRUST-401 Payroll Transfer PR-09/23/22	210-2-00-00-210.004 Retirement Payable	11491.98	9220161	09/23/22
V1160	09/23/22	ICMA RETIREMENT TRUST-457 Payroll Transfer PR-09/23/22	210-2-00-00-210.004 Retirement Payable	969.82	9220162	09/23/22
17425	09/23/22	ICMA ROTH PLAN 706287 Payroll Transfer PR-09/23/22	210-2-00-00-210.004 Retirement Payable	25.00	9220164	09/23/22
17140	09/23/22	THE EDGE (VILLAGE) Payroll Transfer PR-09/23/22	210-2-00-00-210.005 Misc Deductions Payable	66.50	22092302	09/23/22
23435	08/31/22	CHAMPLAIN WATER DISTRICT City water Aug 22 083122D	254-5-54-20-411.000 CWD Water Purchase	1082.80	42137	09/23/22
23435	08/31/22	CHAMPLAIN WATER DISTRICT City water Aug 22 083122D	254-5-54-70-411.400 CWD Water Purchase - Glob	5033.00	42137	09/23/22
23435	08/31/22	CHAMPLAIN WATER DISTRICT City water Aug 22 083122D	254-5-54-20-411.000 CWD Water Purchase	54010.06	42137	09/23/22
23435	08/31/22	CHAMPLAIN WATER DISTRICT City water Aug 22 083122D	254-5-54-70-411.400 CWD Water Purchase - Glob	251046.04	42137	09/23/22
06870	09/09/22	ENDYNE INC 2208-24546 WWTF TKN 422157	255-5-55-30-340.000 Technical Services	35.00	42147	09/23/22
06870	09/13/22	ENDYNE INC Constituent Monitoring, 2 422494	255-5-55-30-340.000 Technical Services	50.00	42147	09/23/22
06870	09/19/22	ENDYNE INC WWTF TKN 2209-25472 423032	255-5-55-30-340.000 Technical Services	35.00	42147	09/23/22
19005	09/01/22	FIRSTLIGHT FIBER Communication / Telephone 12129649	255-5-55-30-530.000 Communications	542.70	42153	09/23/22
V10347	09/09/22	J C EHRlich Pest Control 26773234	255-5-55-30-570.000 Other Purchased Services	79.92	42161	09/23/22
42625	09/01/22	ALDRICH & ELLIOTT PC Maple/River/West St PS 80831	256-5-56-70-722.005 Maple/River/West St PS	1431.00	42119	09/23/22

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
19815	09/13/22	AMAZON CAPITAL SERVICES RK FMS Supplies 1D9TLY1Y3HX4	259-5-30-15-610.000 General Supplies	149.68	42121	09/23/22
19815	09/12/22	AMAZON CAPITAL SERVICES RK Westford Supplies 1DL61NV3QGCR	259-5-30-15-610.000 General Supplies	206.80	42121	09/23/22
19815	09/13/22	AMAZON CAPITAL SERVICES RK MSP Supplies 1M3LV9F69FQW	259-5-30-15-610.000 General Supplies	91.03	42124	09/23/22
19815	09/11/22	AMAZON CAPITAL SERVICES RK Fleming Supplies 1PH1Q4F1XFPQ	259-5-30-15-610.000 General Supplies	9.97	42126	09/23/22
30305	09/16/22	DAVIS CARTER R Swim Lesson Coordinating 091622D	259-5-30-11-330.000 Professional Services	434.00	42146	09/23/22
30305	09/18/22	DAVIS CARTER R Swim Lesson Coordinating 091822D	259-5-30-11-330.000 Professional Services	175.00	42146	09/23/22
29425	09/08/22	PERFORMANCE FOOD SERVICE RK Hiawatha Snack 723086	259-5-30-15-610.000 General Supplies	130.61	42175	09/23/22
29425	09/08/22	PERFORMANCE FOOD SERVICE RK EES Snack 723391	259-5-30-15-610.000 General Supplies	179.15	42175	09/23/22
29425	09/12/22	PERFORMANCE FOOD SERVICE RK FMS Snack 725397	259-5-30-15-610.000 General Supplies	177.89	42175	09/23/22
29425	09/12/22	PERFORMANCE FOOD SERVICE RK Summit Snack 725416	259-5-30-15-610.000 General Supplies	150.54	42175	09/23/22
29425	09/12/22	PERFORMANCE FOOD SERVICE RK Hiawatha Snack 725538	259-5-30-15-610.000 General Supplies	108.42	42175	09/23/22
29425	09/12/22	PERFORMANCE FOOD SERVICE RK MSP Snack 725625	259-5-30-15-610.000 General Supplies	97.60	42175	09/23/22
29425	09/13/22	PERFORMANCE FOOD SERVICE RK Fleming Snack 726462	259-5-30-15-610.000 General Supplies	177.41	42175	09/23/22
23495	07/13/22	STUDENT TRANSPORTATION OF Discovery Bus 7/5-11 70168932	259-5-30-17-580.000 Travel	3011.18	42187	09/23/22
23495	07/26/22	STUDENT TRANSPORTATION OF Discovery Bus 7/14-21 70169674	259-5-30-17-580.000 Travel	2529.54	42187	09/23/22
23495	07/27/22	STUDENT TRANSPORTATION OF Discovery Bus 7/25 70169701	259-5-30-17-580.000 Travel	481.32	42187	09/23/22
23495	07/31/22	STUDENT TRANSPORTATION OF STAR Bus 7/29 70170579	259-5-30-17-580.000 Travel	374.16	42187	09/23/22
23495	07/31/22	STUDENT TRANSPORTATION OF CMS Bus 7/29 70170581	259-5-30-17-580.000 Travel	662.89	42187	09/23/22
30300	09/15/22	SWISH SPORTS LLC Swish Fall League 091522D	259-5-30-14-330.000 Professional Services	9627.00	42189	09/23/22
27815	09/07/22	THE ICE CENTER REACH Field Trips 274	259-5-30-17-580.000 Travel	660.00	42192	09/23/22
27815	09/07/22	THE ICE CENTER CMS Field Trip RZF 271	259-5-30-17-580.000 Travel	220.00	42192	09/23/22

For Check Acct 01 (GENERAL FUND) All check #s 09/23/22 To 09/23/22 & Fund 2

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
Report Total				358393.79		

To the Treasurer of Town of Essex, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ***358,393.79
 Let this be your order for the payments of these amounts.

CITY OF ESSEX JUNCTION
CITY COUNCIL MEETING MINUTES
WEDNESDAY, SEPTEMBER 14, 2022

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

ADMINISTRATION and STAFF: Brad Luck, Recreation Director/Interim Co-Manager; Wendy Hysko, Library Director/Interim Co-Manager; Chelsea Mandigo, Water Quality Superintendent

OTHERS PRESENT: Maddie Barry, Eric Bowker, Bob Stannard, Joyce Stannard

1. CALL TO ORDER

Mr. Brown called the meeting of the Village Trustees to order at 6:37 PM.

2. AGENDA ADDITIONS/ CHANGES

None.

3. APPROVE AGENDA

No changes, thus no approval required.

4. PUBLIC TO BE HEARD

Mr. Certa asked who he would speak to regarding the Essex Junction Dog Park. Mr. Luck said that EJRP oversees the park.

5. PUBLIC HEARING

a. Public Hearing on Proposed Cannabis Related Land Development Code Updates

Mr. Luck said, should the Board wish to make significant changes, an additional public hearing would need to be warned before adaptation. Ms. Hysko gave an overview of the districts where the cultivation, manufacturing, laboratory testing, and retail of cannabis would potentially be allowed. Mr. Chawla said that retail sales of cannabis in Vermont can begin on October 1st, and that communities are permitted to identify areas in their community where cannabis businesses are permitted to be located. Ms. Hysko explained the potential impact of cannabis on wastewater and stormwater. Mr. Brown closed the public hearing.

6. BUSINESS ITEMS

a. Consider Approval of Proposed Cannabis Related Land Development Code Updates

DAN KERIN made a motion, seconded by GEORGE TYLER, that the City Council adopt the proposed cannabis related Land Development Code updates as presented. Motion passed 5-0.

b. Consider Resolutions of Appreciation: Maddie Barry & Joyce Stannard

Ms. Mandigo said that Ms. Stannard and Ms. Barry are retiring from being administrative support for Public Works and Wastewater after many years of service. She requested that the City Council recognize them for their service.

Mr. Tyler read the following Resolution of Appreciation for Maddie Barry:

49 WHEREAS Mrs. Barry has served as the part-time seasonal Administrative Assistant for the
50 Wastewater Treatment Facility/Public Works since 2007.

51
52 WHEREAS After fifteen years of employment for the Village of Essex Junction, as well as a prior
53 career at IBM, Mrs. Barry is taking a well-deserved full retirement;

54
55 WHEREAS Mrs. Barry’s sense of humor, attention to detail, and hard work will be greatly missed;

56
57 WHEREAS Mrs. Barry lives and raised her family in Essex Junction. She and her late husband
58 were deeply involved with the Essex Junction Fire Department and volunteered there for 34 years;

59
60 WHEREAS The staff in the Village of Essex Junction cannot thank Mrs. Barry enough for her hard
61 work and dedication over the past thirty-four years, both as an employee and as a volunteer.

62
63 NOW, THEREFORE BE IT RESOLVED On this day, Wednesday, September 14, 2022, the Essex
64 Junction City Council expresses its appreciation to Maddie Barry for your many years of service to
65 the City of Essex Junction. We thank you for your time and service to our community.

66
67 Mr. Tyler read the following Resolution of Appreciation for Joyce Stannard:

68
69 WHEREAS Mrs. Stannard served as the Village of Essex Junction Administrative Assistant to the
70 Municipal Manager from 1985-2003 before beginning at the Wastewater Treatment Facility/Public
71 Works Department in 2004 as a part-time seasonal Administrative Assistant;

72
73 WHEREAS After thirty-seven years of employment for the Village of Essex Junction, Mrs.
74 Stannard is taking a well-deserved full retirement;

75
76 WHEREAS Mrs. Stannard’s historical knowledge, attention to detail, networking, and organization
77 will be greatly missed;

78
79 WHEREAS Mrs. Stannard lives and raised her family in Essex Junction. She is a passionate
80 pickleball player and was instrumental to the installment of permanent pickleball courts in Essex
81 Junction;

82
83 WHEREAS The staff in the Village of Essex Junction cannot thank Mrs. Stannard enough for her
84 hard work and dedication over the past thirty-seven years, both as an employee and as an engaged
85 citizen.

86
87 NOW, THEREFORE BE IT RESOLVED On this day, Wednesday, September 14, 2022, the Essex
88 Junction City Council expresses its appreciation to Joyce Stannard for her many years of service to
89 the City of Essex Junction. We thank you for your time and service to our community.

90
91 All Councilors lauded Ms. Berry and Ms. Stannard for their hard work.

92
93 **ANDREW BROWN made a motion, seconded by GEORGE TYLER, that the City Council approve**
94 **resolutions of appreciation for Maddie Barry and Joyce Stannard, as were read previously. Motion**
95 **passed 5-0.**

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c. Interview and Consider Appointment to Bike/Walk Advisory Committee: Eric Bowker

Mr. Bowker said that he was a founding member of the Bike/Walk Advisory Committee (BWAC) and that he has a lot of institutional knowledge of the committee. He said that a large part of the reason why he moved to Essex Junction was its bike and walkability. He spoke of the BWAC’s work to achieve Bike Friendly Community status. Mr. Tyler spoke to the impact that the BWAC has had on Essex Junction, and thanked Mr. Bowker for his service to the Committee. Mr. Chawla asked if the Council could assist the BWAC with anything, Mr. Bowker said that the committee is now back to a good size, and that they feel ready to get back to work. Mr. Luck said that he has been working to bring stronger staff support to committees and said that Mark Brislin of EJRP is now their staff liaison.

RAJ CHAWLA made a motion, seconded by DAN KERIN to appoint Eric Bowker to a three-year term (7/1/22-6/30/25) on the Bike/Walk Advisory Committee. Motion passed 5-0.

d. Discuss Website Redesign

Mr. Luck said that Ms. Snellenberger and Mr. Hansen (from the website service provider Ecopixel) have been working on a new design for the City website. They are hoping to get an initial perspective from the City Council.

Ms. Snellenberger said that the homepage is available for viewing and said that a public survey will be disseminated after this meeting. She clarified that the City will be hiring a photographer or soliciting high-quality photos from the public to use on the website. Mr. Hansen discussed website changes including the headlines and icons which would serve to improve the user experience. He showed the Council the news, boards, contact and events pages. He also pointed out a “Quick Answers” section, which hopes to answer frequently asked questions quickly.

Mr. Brown thanked Mr. Hansen for his work on this project and asked if the website backend is going to be easy to use. He answered affirmatively. Mr. Chawla said that he would like to see enhanced search features where users can search by topic. He said that there are a lot of people who have difficulty finding things on the website and said that additional descriptions would be helpful. Ms. Snellenberger said that this is something that will be developed later in the process. All of the Councilors expressed their support for the website outline. In public comment, Ms. Certa explained that she worked in communications for the Chittenden Solid Waste District and suggested that the Council consider working on making the site as user friendly as possible and ensure that users are able to find what they need as fast as possible. Mr. Hanson explained some new search features that were proposed for the website and clarified the mobile friendliness of the website. Ms. Snellenberger said that surveys need to be completed by October 1, and that a live website should be created by November.

e. Discuss Negotiating or Securing Real Estate Purchase or Lease Options

This was discussed during Executive Session.

f. Discuss Documents That Are Exempt From Public Records Laws

This was discussed during Executive Session.

7. CONSENT ITEMS

Motion by RAJ CHAWLA, second by DAN KERIN to approve the consent agenda. Motion passed 5-0.

a. Approve Check Warrants #17317 (08/26/22); #17318 (09/02/22); #17319 (09/09/22)

- 145 **b. Approve Minutes: February 17, 2021; March 23, 2021; July 13, 2022 (amended); August 31, 2022**
- 146 **c. Approve Banner Application for Junction Jam**
- 147 **d. Approve Beaver Deceiver Installation at Hubbell Falls**
- 148 **e. Approve Mailing Ballots for November 8, 2022 Special City Meeting**

149
150 **8. READING FILE**

- 151 **a. Board Member Comments:** Mr. Brown said tonight is the last day of having Mr. Luck and Ms. Hysko
- 152 as the interim Co-Managers. He lauded the work that both did to keep the municipality running during this
- 153 time. Mr. Luck and Ms. Hysko thanked the Board for working with them during this time period.
- 154 **b. Crescent Connector Update**
- 155 **c. Howard Center Community Outreach FY22 Q4 Report**
- 156 **d. Local Option Tax Notices**
- 157 **e. Springer Law Office Letter: August 17, 2022**
- 158 **f. Planning Commission Minutes: August 4, 2022**
- 159 **g. Tree Advisory Committee Minutes: August 16, 2022**
- 160 **h. Development Review Board Minutes: July 21, 2022**
- 161 **i. Joint Housing Commission Minutes: August 17, 2022**
- 162 **j. Bike Walk Advisory Committee Minutes: June 27, 2022**

163
164 **9. EXECUTIVE SESSION**

- 165 **a. An executive session may be needed to discuss negotiating or securing real estate purchase or lease**
- 166 **options**
- 167
- 168 **ANDREW BROWN made a motion, seconded by RAJ CHAWLA to move that we go into executive**
- 169 **session to discuss negotiating or securing real estate purchase or lease options under the provisions of**
- 170 **Title 1, Section 313(a)(2) of the Vermont Statutes, and include the interim co-managers. Motion**
- 171 **passed 5-0.**

- 172
- 173 **b. An executive session may be needed to discuss documents that are exempt from public records**
- 174 **laws**

175
176 **ANDREW BROWN made a motion, seconded by RAJ CHAWLA to move that we go into executive**

177 **session to discuss documents that are exempt from the public records laws under the provisions of**

178 **Title 1, Section 313(a)(6) of the Vermont Statutes. Motion passed 5-0.**

179
180 **DAN KERIN made a motion, seconded by GEORGE TYLER, to exit executive session. Motion**

181 **passed 5-0 at 9:07 p.m.**

182
183 **10. ADJOURN**

184 **DAN KERIN made a motion, seconded by GEORGE TYLER, to adjourn. Motion passed 5-0 at 9:07**

185 **p.m.**

186
187 **Respectfully Submitted,**

188 **Darby Mayville**

189 **Recording Secretary**

MEMORANDUM

TO: City Council and Regina Mahony, City Manager
FROM: Susan McNamara-Hill, City Clerk
DATE: September 28, 2022
SUBJECT: 2022 Special City Meeting

Issue

The issue is whether or not the City Council will approve and adopt the Warning for Special City meeting to be held Australian ballot on November 8, 2022.

Discussion

The City Council has approved adding the following questions to the General Election ballot:

“Shall the City of Essex Junction join the Green Mountain Transit Authority as a member municipality?”

“Shall the City of Essex Junction join and agree to be bound by the “Agreement To Create A Union Municipal District To Be Known As The Winooski Valley Park District” and become a member municipality?”

“Shall the City of Essex Junction enter into a communications union district to be known as the Chittenden County Communications Union District, under the provisions of 30 V.S.A. chapter 82 for the purposes of improving access to broadband services?”

“Shall licenses for the sale of malt and vinous beverages be granted in the City of Essex Junction?”

“Shall spirits and fortified wines be sold in the City of Essex Junction?”

The City Council will need to warn a special city meeting in order to hold this vote and to approve mailing all ballots to all active voters. The council approved mailing ballots to all active voters at their September 14th meeting.

The warning is on the agenda for September 28th for the Council approval and signatures.

Cost

There is no cost associated with this issue as the city questions are printed on the General Election ballot that is being produced and mailed by the state.

Recommendation

Staff recommends that the City Council vote to approve and sign the Warning for the special city meeting on November 8, 2022.

WARNING

**CITY OF ESSEX JUNCTION
SPECIAL CITY MEETING
NOVEMBER 8, 2022**

The legal voters of the City of Essex Junction, Vermont are hereby notified and warned to meet at the Essex Community Educational Center on Educational Drive in the City of Essex Junction on Tuesday, November 8, 2022 to transact the following business by Australian ballot. Said voting by Australian ballot to begin at 7:00 A.M. and close at 7:00 P.M.

ARTICLE 1. Shall the City of Essex Junction join the Green Mountain Transit Authority as a member municipality?

ARTICLE 2. Shall the City of Essex Junction join and agree to be bound by the "Agreement To Create A Union Municipal District To Be Known As The Winooski Valley Park District" and become a member municipality?

ARTICLE 3. Shall the City of Essex Junction enter into a communications union district to be known as the Chittenden County Communications Union District, under the provisions of 30 V.S.A. chapter 82 for the purposes of improving access to broadband services?

ARTICLE 4. Shall licenses for the sale of malt and vinous beverages be granted in the City of Essex Junction?

ARTICLE 5. Shall spirits and fortified wines be sold in the City of Essex Junction?

Dated at Essex, Vermont, this 28th day of September 2022 by the Essex Junction City Council.

ESSEX JUNCTION CITY COUNCIL

By: _____
Andrew Brown, President

Raj Chawla, Vice President

Daniel Kerin, Member

George Tyler, Member

Amber Thibeault, Member

Received for record this ____ day of September, 2022 in the records of the City of Essex Junction.

Susan McNamara-Hill, City Clerk