



Memorandum

To: Selectboard, Trustees
Cc: Gregory Duggan, Deputy Manager
From: Marguerite Ladd, Assistant Manager
Re: Equity Update from Essex Westford School District
Date: February 8, 2022

Issue

Director of Equity & Inclusion/ Co-Director of Student Support Services, Erin Maguire, will give an update on the equity work in the Essex Westford School District.

Discussion

N/A

Cost

n/a

Recommendation

Attachments: None



Memorandum

To: Selectboard, Board of Trustees, Evan Teich
Cc: Gregory Duggan, Deputy Manager
Jody Kamon
Ta-Tanish Redditta
From: Marguerite Ladd, Assistant Manager
Re: Consider accepting the report and recommendations from Essex BEST (Building Equity, Solidarity and Trust)
Date: February 8, 2022

Issue

Discussion

Essex BEST (Building equity, Strength and Trust), previously known as the Safety, Policing and Racial Justice Task Force, has been working closely with facilitators Tabitha Moore and Sue McCormack from The Creative Discourse Group for over a year. Through this guidance, members of Essex BEST have put together a report that includes recommendations for consideration by the Selectboard and Trustees to continue moving justice, equity, diversity and inclusion work forward in the community and municipalities. Jody Kamon and Ta-Tanisha Redditta have stepped forward to lead Essex BEST. Some staff members from the municipalities, including but not limited to Owiso Makuku, Ron Hoague, Marguerite Ladd, and Jill Evans have been involved with Essex BEST to ensure collaboration. Essex BEST and staff will continue to work together to execute the recommendations put forward in the report. Some recommendations will be easier to execute than others, and many will take time and happen in stages with updates to the elected boards along the way. Pulled from the Essex BEST report (pg 5) is Essex BEST's appeal to the elected leaders.

Essex BEST Appeal to Municipal and Legislative Leadership

We believe that the underlying principles of diversity, equity, inclusion, well-being, and public safety are fundamental cornerstones of a thriving community. We appeal for your support and collaboration in addressing the recommendations we have put forth specifically by

- *Acknowledging the significant gap of opportunity created over generations between white residents and the historically underserved which includes the BIPOC community.*
- *Committing to actively reducing the gap of opportunity among the historically underserved by prioritizing resources to invest in equity, in part by meeting the recommendations that follow.*
- *Continue reconfiguring public safety measures to focus not only on preserving law and order but also on addressing the root causes of crime, conflict, and violence and engaging in restorative rather than punitive responses. This requires also recognizing that this responsibility is broader than the role of EPD and requires both municipal, community, and individual citizen efforts.*
- *Ensuring equitable, and appropriate public safety responses to community needs and law and order.*
- *Embedding equitable practices and policies in all community decisions.*

- *Proactively addressing the need to build a leadership force that reflects our diverse community.*
- *Promoting and supporting local and state-wide legislation that meets the overall needs of the community (page 10) and proactively supports inclusive K-12 curricula, e.g., S.79 (page 14).*

We appreciate your ongoing support and know that you join us in our commitment to social justice and racial equity. We look forward to working closely to achieve the objectives of Essex BEST through the recommendations that follow.

Cost

N/A

Recommendation

The Selectboard and Board of Trustees should accept the report, including its recommendations, and support both staff and Essex BEST in the continuation of their execution of the report's recommendations.

Attachments:

1. Essex BEST December 2021 report FINAL

Essex BEST* Task Force Report

**Building Equity, Solidarity, and Trust*

December 2021

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Essex BEST* Task Force December 2021 Report

**BEST stands for Building Equity, Solidarity, and Trust*

Background

In 2020, municipal leaders in Essex invested in a multi-year engagement with Creative Discourse aimed at advancing anti-racism and inclusion. This effort was pursued in part because of increasing racial diversity among residents, which underscored the need to build a more inclusive, welcoming, and equitable community. National uprisings for racial justice that called for a re-visioning of public safety had ripple effects in Essex and also informed the decision to hire outside experts. A July statement by Unified Manager Evan Teich and Deputy Manager Greg Duggan explained further:

“The Town and Village of Essex Junction contracted with Susan McCormack and Tabitha Moore of Creative Discourse in 2020 to build the capacity of leaders in the Essex Police Department and Essex municipalities to engage with the community in authentic conversations about racism and social justice. The goal was to lay the foundation for changes in attitudes, practices, and policies so Essex can become a more welcoming, inclusive, anti-racist community where all residents can thrive.”

One of the first tasks that the Creative Discourse team engaged in was to develop and disseminate a survey of Essex residents which explored issues related to public safety, policing, and social equity. An initial survey asked community members what format they preferred to provide feedback. Listening sessions and online surveys emerged as the most popular options among the 602 survey respondents. In November of 2020, five two-hour listening sessions were held including an affinity group for BIPOC (Black, Indigenous, and People of Color) and another for the Nepali community. Fifty-eight people attended the listening sessions and a public safety survey yielded over 200 responses. Of those who completed the survey, 36 identified as BIPOC, 145 identified as white, and 33 chose not to answer.

Data reflected different experiences in Essex based on the racial identity of the respondent. Fifty-seven percent of BIPOC respondents and 47% of white

respondents observed or experienced racism in Essex, while the remaining percentage reported unsure. BIPOC respondents felt less safe than white residents, observed or experienced racism at higher rates, and had more negative interactions with police in general as well as in Essex. Nearly one-third (31%) of BIPOC respondents scored their feeling of safety as “less safe” in Essex scoring it a 2 or 3 out of 5 while only 10% of white residents reported feeling less safe.

Furthermore, listening sessions reported that people’s experiences or observations of racism were not limited to policing but included education, municipal government, and other public spaces. While white and BIPOC people feel that Essex is a safe place to live overall, BIPOC have experiences that make them feel less safe in Essex. Experiences of racial harassment/inequity pervade many areas of the community including policing, education, municipal government, and other public spaces.

Creative Discourse concluded from the survey data that a safe environment could be described as follows:

- There is a strong sense of community and belonging, and public safety is seen as a collective responsibility.
- There is equitable access to resources, protection, and quality of life, and people’s basic needs are met.
- People are not discriminated against or singled out regardless of identity, position, background, or views.
- Everyone feels comfortable and safe from physical and emotional harm and can travel freely and without worry to all parts of the community.
- There is a low crime rate and adequate and responsive police, fire, and rescue services.
- Sidewalks and roads are safe and well maintained, and there is adequate lighting.

Based upon the survey responses and the listening sessions, a Policing, Safety and Racial Justice Task Force renamed Essex BEST (Building Equity, Solidarity and Trust) was formed in late 2020. Composed of 20 plus legislative, municipal, and community members, the task force focused on two priorities: 1) Municipal Investments in Equity and Representative Leadership and 2) Public Safety. A summary of the committee recommendations begins on page 6.

Essex BEST Appeal to Municipal and Legislative Leadership

We believe that the underlying principles of diversity, equity, inclusion, well-being, and public safety are fundamental cornerstones of a thriving community. We appeal for your support and collaboration in addressing the recommendations we have put forth specifically by

- Acknowledging the significant gap of opportunity created over generations between white residents and the historically underserved which includes the BIPOC community.
- Committing to actively reducing the gap of opportunity among the historically underserved by prioritizing resources to invest in equity, in part by meeting the recommendations that follow.
- Continue reconfiguring public safety measures to focus not only on preserving law and order but also on addressing the root causes of crime, conflict, and violence and engaging in restorative rather than punitive responses. This requires also recognizing that this responsibility is broader than the role of EPD and requires both municipal, community, and individual citizen efforts.
- Ensuring equitable, and appropriate public safety responses to community needs and law and order.
- Embedding equitable practices and policies in all community decisions.
- Proactively addressing the need to build a leadership force that reflects our diverse community.
- Promoting and supporting local and state-wide legislation that meets the overall needs of the community (page 10) and proactively supports inclusive K-12 curricula, e.g., S.79 (page 14).

We appreciate your ongoing support and know that you join us in our commitment to social justice and racial equity. We look forward to working closely to achieve the objectives of Essex BEST through the recommendations that follow.

Essex BEST Task Force Summary

MISSION: We are a community-based volunteer organization advocating equity and justice for systemically marginalized, disenfranchised, and oppressed members of our community. In collaboration with municipal leadership, we sponsor or promote community events or actions to invest in interrupting racism, bigotry and prejudice whenever encountered.

VISION: Essex and Essex Junction are racially and socially equitable, welcoming, and engaged communities where all can thrive because community members and leaders hold each other accountable to ensure a safe, supportive, and just environment.

Municipal Investments in Equity & Representative Leadership Committee

This committee focused on ways the municipalities and the community at large can ensure that barriers to access, opportunity, and engagement for the underserved are identified and removed and that opportunities for inclusion are expanded in formal and informal community leadership roles.

Goal 1 Strategic Plan

Draft a three-year strategic plan to build administrative, racial and economic equity with action steps and defined outcomes annually reviewed and revised as needed.

Goal 1 Recommendations

1. Institutionalize Equity, Inclusion, and Diversity considerations into budgeting and resource allocation decisions.
2. Reserve shared funding dollars (up to \$200,000 for salary, benefits, and projects) for equity/human development position (shared position across municipalities).
3. Establish the equity position noted above as a cross-functional position able to influence broad-based policy and decision-making.
4. Structure personnel processes (employment and appointments) to attract, hire, support, and retain board and staff representatives of

the community, with a greater focus on hiring people from marginalized groups.

5. Ensure community development efforts increase investment in people, equity, and inclusion by creating and participating in events, particularly equity and social justice activities.
6. Reconfigure the process for the committee that distributes the 1% of human services funding.

Goal 1 Action Steps

1. Convene a diverse workgroup of 5-7 individuals led by a municipal representative from the town or village with support from community members.
2. Present plan to full Essex BEST task force, community partners, and municipal staff for feedback.
3. Define sub-goals and outcomes measures.
4. Present to Trustees and Select Board for approval.
5. Execute and monitor and strategic plan progress.
6. Annually evaluate outcomes.

Goal 2 Representative Leadership

Build relationships with people from underrepresented groups to advise Essex BEST and participate in community racial equity efforts and potentially step forward to serve in leadership roles.

Goal 2 Recommendations

1. Develop a network of socially, culturally, and ethnically diverse individuals and groups to engage in the efforts of the Essex BEST mission.
2. Host and/or collaborate on community events as an entry point for BIPOC community members such as block parties, picnics, street art, Juneteenth, Martin Luther King Day, Out and About in Essex, National Night Out.
3. Work with EWSD to invite students to give regular reports and updates to the Select Board/Village Trustees, school officials, collaborating organizations, and the community.

4. Leverage connections from our early work in the Task Force to share news of leadership openings and opportunities. Send job postings/committee openings to networks, including relationships being built via the Task Force.
5. Create a communications campaign to increase a sense of belonging and for sharing Essex BEST activities and events using both print and social media, including a distinctive logo.

Goal 2 Action Steps

1. Continue to build relationships with community partners including EWSD, VIEW, Essex Community Justice Center, and others committed to racial and social justice.
2. Implement/support various community events, e.g., Potluck, Out and About, Juneteenth.
3. Create communications infrastructure for outreach to the community; seek/hire marketing professionals.
4. Develop and monitor social media including a newsletter and other community visibility for Essex BEST.
5. Build a database of individuals and groups with whom we wish to collaborate, engage, and involve.
6. Use Census data and other resources to inform outreach efforts using municipal employees.

Public Safety Committee

The community survey and listening groups identified important trends that formed the basis of the Public Safety Committee's work. The Essex community defined public safety as a broad-based community promise that people's basic needs, including housing, food, transportation, child care, etc., are being met. This became the Committee's first guiding factor. This meant that "the most vulnerable citizens are cared for first, and everyone has equal protection, access to resources, and an equitable quality of life." The second guiding factor was discrepancies in experiences and perceived safety based on race reflected in the survey responses.

The committee reviewed components of Essex's public safety programs to determine whether and how changes should be made to improve public safety

and assist the Essex Police Department in working toward the goal of a safe and thriving community.

The Public Safety Committee reviewed data from and about the EPD to understand the scope of practice and typical contact EPD has with the public. The data revealed that EPD's role in public safety tends toward public caretaking work, such as welfare checks, responding to alarms, serving paperwork, and checking on buildings in addition to the enforcement of State Law and Local ordinances. From here, the subcommittee assessed other key areas of public safety. Access to housing, food, mental health services, and alternatives to police intervention was identified as a current component of public safety, along with emergency response service providers.

Assessment Goals of Public Safety Interviews

- Ascertain how each organization listed below perceives itself both as part of the community and in its role in achieving public safety
- Determine how the organization expects to be able to fulfill this mission
- Identify gaps and needs related to being a stronger component of public safety
- Understand how the organization works with other public safety providers including EPD
- Identify how the organization is racially responsive to those they serve and how they may need to improve
- Assess identity-based differences in service provision or need

Organizations Interviewed

- Howard Center's Community Outreach
- Howard Center's First Call
- 911 Dispatch
- Essex Police Department Dispatch
- Champlain Valley Office of Economic Opportunity (CVOEO)
- Aunt Dot's
- Community Justice Center
- Essex Police Department

Recommendations Related to Overall Needs

As each of the organizations surveyed represents a different facet or pillar of public safety, recommendations are divided into the following functional areas:

1. Specific public safety needs that fall under the purview of the Essex Police Department; and
2. Overall broad needs that relate to the foundation of public safety as defined above, i.e., housing, food, mental health services, and alternatives to police intervention

Public Safety provided by Essex Police Department

1. Provide greater funding for providers equipped for non-policing situations to remove an unnecessary burden on our police force and reach better outcomes by addressing root problems, e.g., mental health. Data from EPD indicated that police are being called to many situations that are not necessarily law enforcement suited. Some key places for increased municipal investment include Essex's Community Development office, Essex Community Justice Center (CJC), and Community Outreach. See individual organization interviews for more information on organization-specific needs.
2. Create pathways for communication and input from the community about EPD to hear from those who are most impacted. Those who have experienced negative interactions with law enforcement may fear retaliation and feel powerless to engage in work to help the police improve their response process. Possible solutions range from a "complaint department" allowing people to share their experiences or observations of EPD with a community panel or municipal panel, ideally providing the person with anonymity, to a "police oversight commission" as has been implemented in various forms in other municipalities.
3. Establish a clear and encouraging process for individual officers and the entirety of EPD to have shared learnings when they feel weaponized within the community. These experiences and learnings should be shared with the municipality and the community to increase communication and education. There have been instances of law enforcement being weaponized including EPD and this cannot be improved without community involvement.

Note: When something or someone is weaponized, it means that person or thing is being used as a weapon. When referring to the police, it is often used in the context of citizens calling the police to report fellow citizens engaging in ordinary activities but the caller's biases inflate the situation as dangerous.

4. Establish an annual commitment to budgeting for low-lift, high-return opportunities for creating a community dedicated to social justice. As the Committee researched models for comprehensive and collaborative support, it was drawn to the Eugene, Oregon CAHOOT model for a “basic needs hotline”. It is recognized that the scope and influence of this committee and the municipalities are limited, future consideration and study are warranted. The municipalities should invest in ongoing community training events, such as learning what weaponization of the police is, de-escalation training, know your rights training, and the establishment of a Citizen Police Academy (see below).

Recommendations for Essex Municipalities or Partnering Organizations for the Near Term

Below is a summary of key recommendations for Essex municipalities for the first two years. Appendix A. Table 1 includes the comprehensive Public Safety Committee five-year recommendations. Table 2 presents Overarching Themes That Create Safety. Recommendations are presented by organization and time frame.

Essex Police Department

1. Continue community engagement, activities, and initiatives to build trust.
2. Increase funding for mental health supports within EPD (Community Outreach funding runs through EPD).
3. Convert one officer position into a community liaison position.
4. Develop Citizens Police Academy.

Note: A Citizens Police Academy (CPA) is a community program created to build a bond of mutual trust and respect between the Police Department and the community. The goal is to reduce perceived suspicions and misconceptions through education and communication, further establishing mutual trust and cooperation between police and the citizens of Essex. Classroom presentations, lectures, and hands-on experience offer participants valuable insight into the day-to-day operations of the Police Department. Becton and colleagues (2005) estimated that nearly half of police departments in the U.S. offer some form of a CPA and CPAs have been found to increase knowledge and understanding of the breadth and depth of a police department's function among its citizens. Source: Becton, J., Meadows, L., Tears, R., Charles,

M., & Ioimo, R. (2005). Can citizen police academies influence citizens' beliefs and perceptions? Public Management, May, 20-23.

911/Dispatch

1. Investigate consistent EPD dispatch response protocols; provide sufficient training for consistent responses and de-escalating responses.
2. Analyze and review calls and outcomes to maximize the effectiveness of responses by assuring appropriate resources are cited.

Essex Community Justice Center

1. Pursue grant funding/provide a grant writer to assist with grant writing to fulfill financial needs for programs and staffing.
2. Determine what equitable funding contributions should be by towns that use ECJC services.

Community Outreach

1. Provide additional financial support to increase the number of hours Community Outreach employees are on call.
2. Continue to increase the role of Community Outreach in the response to mental health crises.

Recommendations for Supporting the Overall Broad Needs Essential to the Foundation of Public Safety

The Public Safety committee feels the recommendations below will further help to establish a strong foundation of public safety by ensuring the basic needs of Essex residents are met. Essex BEST puts forth these additional recommendations with the goal that municipalities support these efforts for capacity building. We are not suggesting Essex has a specific funding role here as these entities serve not only Essex but all of Chittenden County. Rather, we would ask that the municipalities commit to supporting the goals of these organizations and these specific next steps. Such support may range from creating ongoing relationships with key members of these organizations to better utilize resources for Essex citizens, such as writing letters of support for grant applications, helping to identify and facilitate connections to pave the way for change, offering available space to meet as needed, and other support as determined.

First Call

1. Advocate for more physical short-term and long-term treatment centers.

2. Work with our state legislators to advocate for state-financed programs to support BIPOC community members who want to become mental/behavioral health professionals.

CVOEO (Champlain Valley Office of Equal Opportunity)

1. In the immediate short term, for the Essex municipalities and our legislators to support the passing of bill S79, designed to transfer the primary State authority for rental housing health and safety from the Department of Health to the Department of Public Safety, create a State rental housing registry within the Department of Housing and Community Development, create the Vermont Rental Housing Investment Program to provide grants for landlords to bring non-code-compliant properties onto the market, and create the Vermont Homeownership Revolving Loan Fund to provide loans to homebuyers.
2. Develop a relationship between municipalities and CVOEO in order to assist them in increasing their visibility to folks who may require their services.

Aunt Dot's

1. Support translation services for food security services (explore whether there is a state or county level service provider that can help, e.g., Vermont Food Bank).
2. Ensure easy access and visibility to both the service and the opportunity to volunteer.

Public Safety is about more than policing. To be successful in making structural changes to policing, it is critical to understand and address the root causes that elicit calls (especially non-law enforcement ones) to EPD. Recommendations such as those listed above are possible with support and work from the municipal-community collaboration.

Essex BEST Report Conclusion

Essex BEST has come to the end of more than a year's combined efforts of municipal and legislative leadership and community members assessing a variety of concerns that affect the safety and welfare of all residents of Essex Town and Village. We envision "racially and socially equitable, welcoming, and engaged communities where all can thrive because community members and leaders hold each other accountable to ensure a safe, supportive and just environment."

As an informal and committed group of community leaders and residents, Essex BEST plans to build upon these initial efforts through dialogue, advocacy, and outreach. As we begin in earnest to move forward with the recommendations reported here, we anticipate strengthening bonds, removing barriers, and establishing ways to support those most in need, and ensuring a safe and welcoming community.

Prepared by Katharin Brink and Jody Kamon (committee members)

Note: Preparation of the current report includes culling from existing committee documents, review by committee members, as well as media coverage.

Appendix A. Public Safety Data

Table 1. Long and Short-Term Recommendations by Organization

| Recommendations by Essex Organizations for the Near Term | | | |
|---|---|---|---|
| Organization | Need | Immediate (Next 1 to 2 years) | Long term (3 to 5 years) |
| Essex Police Department | Repair and develop trust with community in general and with marginalized communities | EPD will continue community engagement, activities and initiatives to build trust | Explore community advisory board to review, monitor, analyze and support EPD |
| | Greater capacity to respond to mental health needs and calls | Increase funding for mental health supports within EPD (Community Outreach funding runs through EPD) | |
| Essex Police Department | Better data and data review for quality assurance and to inform training/operations needs | Convert 1 officer position into a community liaison position | Consider utilizing UVM resources to support consistent data collection and analysis |
| | Transparency in operations | Develop Citizens Police Academy | |
| 911 and Dispatch | EPD is without significant opportunities to engage in high intensity situational training to foster nonviolent and nonlethal responses | | Create Chittenden County Training Facility to expand officer training (locally) as a means to reduce use of force and increase officer confidence and competence in identity-responsive policing |
| | Different responses to calls- how officers and dispatch code calls | Investigate consistent EPD dispatch response protocols and ensure sufficient training for dispatch staff to ensure consistent, de-escalating responses as well as maximize the effectiveness of responses to elicit the appropriate resources and to review calls, needs, and outcomes. | |
| 911 and Dispatch | No current data on needs of callers and outcomes. Need to determine if callers are calling the right agency and if calls are routed to the most appropriate resource. | | Utilize an independent entity that could help conduct regular data analysis and lead data reviews to identify opportunities to identify quality improvement efforts as well as negative or maladaptive systemic patterns that need to be addressed. |
| | | | |

| Organization | Need | Immediate (Next 1 to 2 years) | Long term (3 to 5 years) |
|---------------------------------------|---|--|---|
| Essex Community Justice Center (ECJC) | Lack of full-time employees to meet community needs/referrals Representative participation on panels and staffing is problematic Funding is not equitable between towns who use ECJC despite relatively equitable use | Pursue grant funding/provide a grant writer to assist with grant writing to fulfill financial needs for programs and staffing Determine what equitable funding contributions should be by towns who use ECJC services | Develop a plan to pursue representative participation for planning and staffing |
| Community Outreach | Not enough hours on-call or staff to meet the current demand for Community Outreach support | Increase EPD's financial support to increase the number of hours Community Outreach employees are on call to be able to serve Essex Village and Essex Town (listed above under EPD). | |

Recommendations for Supporting the Overall Broad Needs Essential to the Foundation of Public Safety

| Organization | Need | Immediate (Next 1 to 2 years) | Long term (3 to 5 years) |
|--------------------|---|---|---|
| Community Outreach | Lack of representative staff (BIPOC) Need resources to serve New Americans | Continue to increase the role of Community Outreach in the response to mental health crises. | Formalize connection to Aunt Dot's so those experiencing food insecurity have immediate resources during visits by the Community Outreach team. |
| First Call | Lack of community treatment centers Lack of representative staff | More physical short-term and long-term treatment centers. State-financed program to support BIPOC community members who want to become mental/behavioral health professionals. | Increased funding to First Call to support master degree level professionals, including clinical supervised training hours. |
| CVOEO | Lack of housing is problematic Services for New Americans | Support S.79* designed to create safeguards for renters. Develop a relationship between CVOEO and municipal leaders toward serving New Americans | |

| Organization | Need | Immediate (Next 1 to 2 years) | Long term (3 to 5 years) |
|------------------|--|---|--|
| Aunt Dot's Place | <p>Better connection to immigrant and BIPOC communities so that they can provide appropriate foods</p> <p>Need translation services</p> <p>Transportation is an issue for people they serve—trying to identify delivery options</p> <p>Gap in municipal connection to inform targeted intervention in root causes of food insecurity</p> <p>Need coordination between food pantries in Essex</p> | <p>Support translation services for food security services (explore whether there is a state or county level service provider that can help - Vermont Food Bank?)</p> <p>Ensure easy access and visibility to both the service and the opportunity to volunteer</p> | <p>Develop relationship between Essex municipal leadership and food security service providers (e.g., a director as a point of contact, regular meetings with providers & municipal leaders)</p> |

| Table 2. Overarching Themes That Create Safety | |
|---|---|
| Theme | Recommended Strategy |
| Increased trust | <p>Foster greater community engagement</p> <p>Ensure easy and ready access to multilingual information</p> <p>Implement transparency as possible policy</p> |
| Representation | <p>Plan to have more representation in staff and leadership</p> <p>Procedure to manage when public hostility is present</p> <p>Conflict management training for governmental staff and leadership</p> |
| Transparency | <p>Rapid text message system to inform the public on matters of safety and community events</p> <p>Create a consistent system on how and to whom to make complaints</p> |
| Resources | <p>Increase affordable quality housing</p> <p>Increase number of mental health service providers</p> <p>Increase short and Long-term treatment facilities</p> <p>Increase funding for Community Planning Department to support</p> <p>Establish an Essex municipal designated rental properties inspector</p> |
| Collaborative Safety | <p>Support code enforcements with landlords and their buildings</p> <p>CVOEO and municipal services and leadership</p> |



Memorandum

To: Village Board of Trustees, Town Selectboard, Evan Teich (Unified Manager)
Cc: Brad Luck (Village Co-Interim Manager)
Marguerite Ladd, Assistant Manager
From: Tammy Getchell, Assistant to the Manager
Re: *Discussion and potential action on tentative agreements about shared services between Town of Essex and Village/City of Essex Junction
Date: February 8, 2022

Issue

The issue is for the Selectboard and Trustees to discuss and possibly amend or approve agreements for sharing services between the Town of Essex and the Village of Essex Junction/an independent City of Essex Junction, and whether the Selectboard and/or Trustees enter into executive session to discuss contracts.

Discussion

The Selectboard and Trustees have reached tentative agreements on many shared service agreements between the Town and an independent City of Essex Junction, including a memorandum of understanding regarding agreements for shared services, delinquent taxes, information technology, police, reappraisal and assessor services, right of first refusal on 81 Main St., and stormwater.

The boards have expressed a desire to reach agreements on so-called Tier 2 agreements, as well. The Trustees on January 11 reviewed and approved draft agreements for the following services, copies of which are attached:

- Clerk/Treasurer
- Finance
- Recreation, Indian Brook, Senior Center and Senior Bus.

An attached memo from Brad Luck (“Agreements & Shared Boards”, dated January 18, 2022) provides some additional context, as well as information about shared boards, commissions, and committees.

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/Trustees and the Town/Village at a substantial disadvantage. Contracts can be protected discussions.

Following discussion, the Selectboard and/or Trustees may choose to approve or amend any or all of the agreements; or direct staff to provide additional information.

Cost

n/a

Recommendation

The Selectboard/Trustees may approve or amend tentative agreements for Clerk/Treasurer; Finance; and/or Recreation, Indian Brook, Senior Center and Senior Bus.

If the Selectboard/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 contracts would place the Town/Village at a substantial disadvantage."

Motion #2

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

Attachments:

1. ClerkTreasurer Agreement 2-10-22 JB
2. Finance Contract 02-10-22
3. Recreation IB Senior Center Senior Bus Agreement 02-10-22 JB1
4. Recreation IB Senior Center Senior Bus Agreement 01-11-22

Clerk/Treasurer Agreement

THIS AGREEMENT, (“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 Village of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “Village” and together the Village and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the duly elected Town Selectboard and Village Trustees have general supervisory authority over affairs of their respective Municipalities;

WHEREAS, the Municipalities each desire to ultimately have independent Offices of the Clerk/Treasurer (“Clerk/Treasurer’s Office”) but desire to set forth terms for working together from the date of the execution of this Agreement until the end of the fiscal year following the establishment of an independent City of Essex Junction or **June 30, 2023**, if the City of Essex Junction is not established;

WHEREAS, until the termination of this Agreement, the Municipalities shall continue to share the Clerk/Treasurer’s Office;

WHEREAS, the Village shall employ one employee and the Town shall employ **the other** employees of the Clerk/Treasurer’s Office and the Town shall compensate the Village for the shared services;

WHEREAS, the Clerk/Treasurer’s office will operate from 81 Main Street during the term of this Agreement; and

[WHEREAS, the Town and Village/City Managers will have shared oversight of the Clerk; and](#)

WHEREAS, the Municipalities desire that the Office of the Clerk/Treasurer shall serve the needs of each municipality and, if the City of Essex Junction is established, will continue to serve each municipality, distinguishing business by municipality as needed and required, and work to prepare the Office to operate as two independent offices, one for each municipality;

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. Term.

The term of this Agreement shall be from the date of the execution of this Agreement until the end of the fiscal year following the establishment of the City

of Essex Junction, or **June 30, 2023**, if the City of Essex Junction is not established. **Continuation of ing a shared relationship thereafter will be pursuant to a new mutually acceptable agreement.**

2. Office of the Clerk/Treasurer.

The Village shall employ one employee and the Town shall employ **the other** employees of the Clerk/Treasurer's Office. The Town shall compensate the Village Fifty Thousand Dollars per year (\$50,000.00) payable in four equal payments at the end of each quarter of the fiscal year.

The Office of the Clerk/Treasurer shall operate from 81 Main Street during the term of this Agreement. The Office of the Clerk/Treasurer shall perform the work customarily required of this office to serve both municipalities. If the City of Essex Junction is established, staff shall continue to serve both municipalities, providing all of the necessary services at 81 Main Street, yet distinguishing business by municipality as needed and required. At the conclusion of this Agreemente-fiscal year following the establishment of the City, both offices shall function independently, at their respective City and Town offices, unless otherwise mutually agreed by the Parties.

3. Necessary Actions.

The Town and the Village 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.

4. Termination.

This Agreement shall terminates at the end of the fiscal year following the establishment of the independent City of Essex Junction onr **June 30, 2023**, unless otherwise mutually agreed by the Parties, if the City of Essex Junction is not established or it and may also automatically terminate upon any of the following events:

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

5. Amendment.

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

6. 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 Village Trustees.

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

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

7. 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.

8. Disputes.

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

9. Entire Agreement.

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.

10. Assignment; Binding Agreement.

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. Should the Village of Essex Junction become the City of Essex Junction at any time prior to the expiration of this Agreement, this Agreement shall remain in effect between the City of Essex Junction and Town of Essex.

11. 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.

12. 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

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Shared Financial Services Agreement

THIS AGREEMENT, (“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 Village of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “Village” and together the Village and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the duly elected Town Selectboard and Village Trustees have general supervisory authority over affairs of their respective Municipalities;

WHEREAS, the Municipalities each desire to ultimately have independent finance departments (“Finance Departments”);

WHEREAS, until the Finance Departments are independent, the Municipalities may continue to have shared finance non-personnel related expenses, and, with the exception of all separation related costs, the Town and Village shall each be responsible for the costs of those shared finance non-personnel related expenses based on the nature of the expenses as agreed upon by the finance directors;

WHEREAS, each municipality shall employ and manage its own Finance Department personnel, and fund its Finance Department’s budget;

WHEREAS, the Finance Departments will each operate from 81 Main Street during the term of this Agreement;

WHEREAS, the Municipalities desire that the Finance Departments shall work together, helping to accomplish the finance needs of each municipality, as determined by the finance director for each municipality;

WHEREAS, during the term of this Agreement, the Finance Departments shall work together to separate the currently shared finances to create independent finance departments for each municipality;

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. Term.

This Agreement shall commence on July 1, 2022, and expire on June 30, 2025, unless earlier terminated pursuant to Section 6 herein. If this contract requires an extension, the Parties shall not unreasonably deny the extension, with any modifications deemed necessary.

2. Finance Departments

Each municipality shall employ its own Finance Department and the Finance Departments shall both operate from 81 Main Street during the term of this Agreement. The Finance Departments shall work together, helping to accomplish the finance needs of both municipalities, as determined by the finance director for each municipality. The Finance Departments shall work toward separating the currently shared finances to ultimately create independent finance departments for each municipality.

3. Cost and Payment.

Each municipality shall pay all costs associated with its respective Finance Department. If there are shared finance non-personnel related expenses, including without limitation consultant fees, each municipality is responsible for its portion of the costs, which shall be allocated based on the nature of the expense as agreed upon by the finance directors (i.e. number of users, number of FTEs, amount of time, number of invoices, etc.). Examples of expenses that may be addressed in this matter include: Questica, ReadSoft, NEMRC, professional services fees (NEMRC custom programming or tax billing assistance), office supplies, group trainings, copier rental and usage, and printing and mailing costs. All costs tied to separation shall be borne by the Village/City. In the event the finance directors cannot reach agreement as to the expense allocation, the Town Manager and Village Manager shall work together to reach agreement. If the Managers cannot reach agreement, the issue will be brought before the Town Selectboard and the Village Trustees. Should the Town Selectboard and Village Trustees not come to an agreement, the dispute will be addressed pursuant to Section 10 of this Agreement.

4. Personnel Management

Each municipality shall employ and manage its own Finance Department personnel, and fund its Finance Department's budget.

5. Necessary Actions.

The Town and the Village 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.

6. Termination.

In the event the finance directors for both municipalities identify that the Finance Departments are able to operate independently prior to the expiration date of this agreement identified in Section 1 herein, the finance directors shall inform their respective municipal managers. The finance directors and municipal managers shall set out a timeline for the transition of the Village finance department out of 81 Main Street and a date for termination of this Agreement. The Town Selectboard and the Village Trustees shall review and consider the transition timeline. If each board approves, the boards shall execute a written agreement terminating this Agreement.

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

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

7. Amendment.

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

8. 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 Village Trustees.

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

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

9. 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.

10. Disputes.

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

11. Entire Agreement.

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.

12. Assignment; Binding Agreement.

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. Shall the Village of Essex Junction become the City of Essex Junction at any time prior to the expiration of this agreement, this agreement shall remain in effect between the City of Essex Junction and Town of Essex.

13. 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.

14. 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

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

EXHIBIT H

Recreation, Indian Brook, Senior Center, and Senior Bus Agreement

THIS AGREEMENT, (“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 Municipalities value the current access residents have to services, facilities, and parks that enhance their quality of life;

WHEREAS, each Municipality desires to continue to share certain services, parks, and facilities;

WHEREAS, the residents of each Municipality shall be treated equally with respect to the recreation programs of Essex Junction Recreation & Parks and Essex Parks & Recreation, access to Indian Brook, access and membership to the Essex Area Senior Center, and eligibility to ride the Senior Bus;

WHEREAS, with certain exceptions defined below, the residents of each Municipality shall have the same access, be charged the same fees, and have the same ability to register for programs for the recreation programs of Essex Junction Recreation & Parks and Essex Parks & Recreation, access to Indian Brook, access and membership to the Essex Area Senior Center, and eligibility to ride the Senior Bus;

WHEREAS, the Municipalities will not share equal access to Essex Junction Recreation & Parks Preschool, or the Maple Street and Sandhill public outdoor pools and their programs, or for park and facility rentals, for which the Municipality in which each is located may create its own residency requirements, fees, or other requirements; and

WHEREAS, the Town shall employ the employees of the Essex Area Senior Center and the Senior Bus, and the City shall share in these expenses on a per capita basis at such time as the residents of the City are not paying Town taxes;

WHEREAS, the Essex Area Senior Center is currently located at 2 Lincoln Street and the ~~City Village~~ agrees to continue to provide space for the Senior Center at 2 Lincoln Street;

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. Essex Junction Recreation & Parks and Essex Parks & Recreation.

City and Town residents shall share equal access to the recreation programs of Essex Junction Recreation & Parks and Essex Parks & Recreation, with the limited exceptions provided herein. City and Town residents shall be charged the same fees for use, and have the ability to register at the same time for recreation programs.

The City and Town will not share equal access to Essex Junction Recreation & Parks Preschool, or the Maple Street and Sandhill public outdoor pools, or for park and facility rentals. The Municipality controlling these programs and facilities may create its own residency requirements, fees, or other requirements for usage.

2. Indian Brook.

City and Town residents shall share equal access, be charged the same fees for use, and have the same ability to use Indian Brook. The City shall share in the maintenance, operational, and capital expenses of Indian Brook on a per capita basis at such time when the City residents no longer pay Town taxes.

3. Senior Center and Senior Bus.

City and Town residents shall share the same access, be charged the same fees, and have the ability to register at the same time for programming for the Senior Center and the Senior Bus, so long as the Town's contract for the Senior Bus permits such access.

The Town shall employ the employees of, manage and fund the Senior Center and the Senior Bus. The City shall share in these expenses on a per capita basis at such time when the City residents no longer pay Town taxes.

The City's share of the expenses shall include ~~be assessed~~ an additional 3.5% of the direct costs to support indirect Senior Center and Senior Bus 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 Senior Center and Senior Bus.

The City shall continue to provide the existing space The Village shall provide space at 2 Lincoln Street rent-free and shall continue to pay the cost of any repairs, maintenance or improvements to for the Senior Center.

8. 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.

9. Disputes.

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

10. Entire Agreement.

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.

11. Assignment; Binding Agreement.

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

12. No 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.

13. 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

Recreation, Indian Brook, Senior Center, and Senior Bus Agreement

THIS AGREEMENT, (“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 Municipalities value the current access residents have to services, facilities, and parks that enhance their quality of life;

WHEREAS, each Municipality desires to continue to share certain services, parks, and facilities;

WHEREAS, the residents of each Municipality shall be treated equally with respect to the recreation programs of Essex Junction Recreation & Parks and Essex Parks & Recreation, access to Indian Brook, access and membership to the Essex Area Senior Center, and eligibility to ride the Senior Bus;

WHEREAS, the residents of each Municipality shall have the same access, be charged the same fees, and have the same ability to register for programs for the recreation programs of Essex Junction Recreation & Parks and Essex Parks & Recreation, access to Indian Brook, access and membership to the Essex Area Senior Center, and eligibility to ride the Senior Bus;

WHEREAS, the Municipalities will not share equal access to Essex Junction Recreation & Parks Preschool, or the Maple Street and Sandhill public outdoor pools and their programs, or for park and facility rentals, for which the Municipality in which each is located may create its own residency requirements, fees, or other requirements; and

WHEREAS, the Town shall employ the employees of the Essex Senior Center and the Senior Bus, and the City shall share in these expenses on a per capita basis at such time as the residents of the City are not paying Town taxes and provide space for the Senior Center at 2 Lincoln Street;

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. Essex Junction Recreation & Parks and Essex Parks & Recreation.

City and Town residents shall share equal access to the recreation programs of Essex Junction Recreation & Parks and Essex Parks & Recreation, with the limited exceptions provided herein. City and Town residents shall be charged the same fees for use, and have the ability to register at the same time for recreation programs.

The City and Town will not share equal access to Essex Junction Recreation & Parks Preschool, or the Maple Street and Sandhill public outdoor pools, or for park and facility rentals. The Municipality controlling these programs and facilities may create its own residency requirements, fees, or other requirements for usage.

2. Indian Brook.

City and Town residents shall share equal access, be charged the same fees for use, and have the same ability to use Indian Brook.

3. Senior Center and Senior Bus.

City and Town residents shall share the same access, be charged the same fees, and have the ability to register at the same time for programming for the Senior Center and the Senior Bus.

The Town shall employ the employees of, manage and fund the Senior Center and the Senior Bus. The City shall share in these expenses on a per capita basis at such time when the City residents no longer pay Town taxes and shall provide space at 2 Lincoln Street for the Senior Center.

4. 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.

5. Termination.

The Agreement shall terminate on June 30, 2025 unless extended by mutual agreement of the Parties or in 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, and which agreement may include some or all of the services and amenities addressed in this Agreement.

6. Amendment.

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

7. 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

8. 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.

9. Disputes.

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

10. Entire Agreement.

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.

11. Assignment; Binding Agreement.

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

12. No 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.

13. 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

**SELECTBOARD & TRUSTEES
(DRAFT)**

**TOWN OF ESSEX SELECTBOARD
VILLAGE OF ESSEX JUNCTION TRUSTEES
DRAFT JOINT MEETING MINUTES
MONDAY, JANUARY 24, 2022**

SELECTBOARD: Patrick Murray, Vice-Chair; Sue Cook; Tracey Delphia; Dawn Hill-Fleury

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Brad Luck, Co-Interim Village Manager

OTHERS PRESENT: Kevin Collins, Annie Cooper, Bella D., Erin Dickinson, Betsy Dunn, Maureen Gillard, Ethan Lawrence, Resa M., Deb McAdoo, Timothy Miller, Greg Morgan, Jess Morris, Mary Post, Harlan Smith, Margaret Smith, Mike Sullivan, Dennis Thibeault, Michael Thorne, Irene Wrenner, Lorraine Zaloom, Sharon Zukowski, Bob, Bridget

1. CALL TO ORDER

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

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

2. AGENDA ADDITIONS/CHANGES

Ms. Cook suggested moving Business Item 5d, Consider adoption of Annual Town Meeting warning (Selectboard only) to be discussed immediately following the Reading File.

3. APPROVE AGENDA

SUE COOK made a motion, seconded by TRACEY DELPHIA to amend the agenda to move Agenda Item 5d below Agenda Item 7. The motion passed 4-0. Committee

GEORGE TYLER made a motion, seconded by AMBER THIBEAULT to approve the agenda as amended. The motion passed 4-0.

4. PUBLIC TO BE HEARD

Ms. Dunn thanked the Selectboard for voting to expand the Conservation & Trails Committee, and for accepting all the candidates.

5. BUSINESS ITEMS

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

Mr. Murray said the Selectboard has not had the chance to review these agreements independently prior to this meeting and suggested they enter executive session for this purpose. The Board decided to have preliminary discussions with the Trustees, and then enter executive session. Ms. Delphia asked questions regarding financial arrangements, timing, and potential extensions in the shared Financial Services Agreement.

49 Mr. Murray opened the discussion to the public. Ms. Dunn questioned why so many agreements are being
50 made between the Town of Essex and Village of Essex Junction when the Village intends to separate. Mr.
51 Brown said the intent behind the Clerk/Treasurer and Financial Services Agreement is to memorialize
52 what is currently occurring.

53
54 Mr. Murray suggested that the Selectboard enter into a 30-minute executive session and rejoin the meeting
55 at 7:30 PM.

56
57 **SUE COOK made a motion, seconded by TRACEY DELPHIA, that the Selectboard make the**
58 **specific finding that general public knowledge of contracts would place the Town at a substantial**
59 **disadvantage. Motion passed 4-0.**

60
61 **SUE COOK made a motion, seconded by TRACEY DELPHIA, that the Selectboard enter into**
62 **executive session and include the Town Manager, Deputy Town Manager, Assistant Manager, and**
63 **Town Attorney to discuss contracts pursuant to 1 V.S.A. § 313(a)(1)(A). Motion passed 4-0.**

64
65 **SUE COOK made a motion, seconded by TRACEY DELPHIA to exit executive session. Motion**
66 **passed 4-0 at 7:31 PM.**

67
68 Mr. Murray called the Town of Essex Selectboard back into session at 7:31 PM.

69
70 Mr. Brown called the Village of Essex Junction Board of Trustees back into session at 7:31 PM.

71
72 Mr. Murray said the Selectboard discussed the Clerk/Treasurer's agreement and suggested that the
73 agreement last for 18 months rather than five years. This is because the Clerk's office is currently down an
74 employee, and they would like some time to figure out staffing needs. Language specifying the number of
75 employees in the Clerk/Treasurer's Office was removed from the proposed agreement. Ms. Thibeault
76 suggested adding language about revisiting the contract. The Trustees expressed support for the changes
77 that were suggested.

78
79 **b. Consider approval of upcoming joint meeting schedule**

80 Mr. Murray said there is a meeting scheduled right after Christmas and Thanksgiving in 2022, and
81 suggested changing these dates. Ms. Cook concurred. Mr. Murray said that Mr. Watts had stated in an e-
82 mail that the Selectboard does not set their meeting dates until April, and Mr. Murray said that the dates
83 after April be tentatively scheduled. Mr. Teich suggested listing the two dates after Thanksgiving and
84 Christmas as "TBD," and encouraged the Selectboard to set meeting dates at least through April.

85
86 **DAWN HILL-FLEURY made a motion, seconded SUE COOK, by to approve the proposed**
87 **Selectboard/Trustee meeting schedule for 2022 up to April 25. Motion passed 4-0.**

88
89 **DAN KERIN made a motion, seconded by GEORGE TYLER, to approve the proposed**
90 **Selectboard/Trustee meeting schedule for 2022 up to April 25. Motion passed 4-0.**

91
92 **c. Discussion and potential action on request from Trustees to Selectboard for payment for Finance**
93 **Director costs**

94 Mr. Brown said the funds for shared management has already been collected, and that the Trustees are
95 requesting a return of these funds for the services that they will not be receiving. Mr. Brown presented
96 financial data showing how much of these funds have been spent, and how much time the shared Finance

97 Director spent on each municipality. Mr. Brown said the Village Finance Director will be starting on
98 February 7th. As of this point, the Town Finance Department will no longer oversee the Village Finance
99 Department. Ms. Cook asked for clarification that this amount was to replace a previous financial request
100 of \$60,000, Mr. Brown confirmed that this was correct. Ms. Delphia asked about a statement in the memo
101 that said that the Finance Director salary had no Village general fund contribution. Mr. Brown said that
102 the Villagers have paid for the Town Finance Director via their Town taxes. Therefore, only half of the
103 amount that the Village residents paid is requested to be refunded. Mr. Tyler said he does not believe
104 there is a legal obligation for the Town to pay these funds back, but that it is the right thing to do since the
105 Village paid for a service that is not going to be provided. Ms. Delphia asked if time spent by the Town
106 Finance Department assisting the new Village Finance Director may still be providing these services. Mr.
107 Luck said the new Village Finance Director will need minimal training. Ms. Hill-Fleury noted that the
108 new Village Finance Director will be using the 81 Main Street space and supplies and asked if the Village
109 plans on asking for funds for any other employees. Mr. Brown said that there were no plans to ask for
110 more funds for this purpose.

111
112 In public comment, Ms. Dunn said the budget was voted on by all, and that the services would still be
113 provided should the Village have decided to take them. Ms. Post said that her taxes would not be refunded
114 if she decided to move. Mr. Teich said that this request really comes down to how the Boards want their
115 relationship to be in coming years. Mr. Murray tabled the issue and requested that the Selectboard provide
116 questions and clarifications prior to the next meeting.

117
118 **6. CONSENT AGENDA**

119 None.

120
121 **7. READING FILE**

122 **a. Board member comments:** Ms. Delphia said that dog licenses were due on April 1. Ms. Cook asked
123 for clarification in the Independence summary and timeline regarding the date that the City would be
124 responsible for collecting taxes.

125 **b. Memo from Brad Luck re: Independence summary and timeline**

126 **c. Update on stipend program for boards and committees**

127
128 **9. ADJOURN**

129 **AMBER THIBEAULT made a motion, seconded by DAN KERIN, for the Trustees to adjourn.**
130 **Motion passed 5-0 at 8:30 PM.**

131
132 **5. BUSINESS ITEMS**

133 **d. Consider adoption of Annual Town Meeting warning (Selectboard only)**

134 Mr. Duggan presented the draft warning and asked if the Selectboard wanted the community to vote on
135 cannabis retailers and retail portions of integrated licensee establishments in one question, or to separate
136 the two types of retail into two questions. The Selectboard indicated support for the single question. Mr.
137 Murray requested public input, none was given. Mr. Duggan reminded the Board that there will be no in-
138 person voting due to COVID. The logistics of informational meetings and timing of mailing ballots were
139 discussed.

140
141 **DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, that the Selectboard**
142 **approve the warning for the 2022 Town Meeting as presented. Motion passed 4-0.**

143
144 **9. ADJOURN**

145 **TRACEY DELPHIA made a motion, seconded by SUE COOK, for the Selectboard to adjourn.**
146 **Motion passed 4-0 at 8:42 PM.**

147

148 Respectfully Submitted,

149 Darby Mayville

150 Recording Secretary

151

152



Memorandum

To: Town Selectboard, Village Board of Trustees, Evan Teich
Cc: Ally Vile
Brad Luck
Gregory Duggan, Deputy Manager
From: Marguerite Ladd, Assistant Manager
Re: Consider approval of the extension agreement of the current Tree Farm Management Group lease to 12/31/2022
Date: February 8, 2022

Issue

The current MOU, Lease, and Management Agreement between the Town of Essex, Village of Essex Junction and Tree Farm Management group expires June 30, 2022. It is requested that they be extended to December 31st, 2022.

Discussion

The Town of Essex, Village of Essex Junction and Tree Farm Management Group are beginning their work together to create the four-year agreement that was moved and approved by both boards at the November 22 Joint Board meeting. The development of a new agreement with a transition and business plan may take longer than expected and therefore, it is requested that both the Selectboard and Board of Trustees extend the current MOU, Lease, and Management Agreement to December 31st, 2022.

Cost

N/A

Recommendation

Staff recommends that the Selectboard and Village Board of Trustees approve the extension agreement between the Tree Farm Management Group, The Village of Essex Junction and the Town of Essex.

Attachments:

1. Extension of Agreements 2-11-22
2. TREE FARM MOU
3. Tree Farm-signed lease extension thru 2022
4. Tree Farm-signed MA thru 2022

EXTENSION AGREEMENT BETWEEN THE TREE FARM MANAGEMENT GROUP, THE VILLAGE OF ESSEX JUNCTION AND THE TOWN OF ESSEX

This Extension Agreement Between the Tree Farm Management Group, the Village of Essex Junction and the Town of Essex (“Extension Agreement”) is hereby executed on this ____ day of February, 2022, the last date of signature below, by and between the Tree Farm Management Group (“TFMG”), a Vermont Non-profit organization located at 2 Deer Crossing Lane, Essex Junction, Vermont 05452, the Village of Essex Junction (“Village”), a Vermont municipality having its municipal offices located at 2 Lincoln Street, Essex Junction, Vermont 05452, and the Town of Essex (“Town”), a Vermont municipality having its municipal offices located at 81 Main Street, Essex Junction, Vermont 05452 (collectively also the “Parties”).

WHEREAS, the Town and the Village jointly own an approximately 98-acre piece of property located in both the Town and the Village that is known as the Tree Farm Recreational Facility located at 103 Old Colchester Rd., Essex Junction, Vermont (“Tree Farm”);

WHEREAS, the Tree Farm is presently leased to and managed by the TFMG;

WHEREAS, the relationship between the TFMG and the Town and the Village is governed by three documents entitled: 1) Memorandum of Understanding for the Management of the Tree Farm Recreation Facility Between the Town of Essex and the Village of Essex Junction (“MOU”), 2) Tree Farm Recreation Facility Lease (“Lease”), and 3) Management Agreement Between the Town of Essex, Village of Essex Junction and Tree Farm Management Group (“Management Agreement”) (collectively the “Agreements”);

WHEREAS, the MOU, the Lease, and the Management Agreement are all set to expire on or about July 31, 2022;

WHEREAS, the TFMG, the Town and the Village are continuing to discuss and negotiate the future of their relationship beyond the expiration of the MOU, the Lease and the Management Agreement and wish to hereby extend these three agreements until December 31, 2022;

NOW THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to the following terms and conditions set forth herein:

1. The MOU (Exhibit A attached hereto), the Lease (Exhibit B attached hereto) and the Management Agreement (Exhibit C attached hereto) are all modified only in so far as to extend their Terms and expirations until December 31, 2022, unless earlier terminated by the agreement of the Parties.
2. All other provisions of the Agreements remain in full force and effect;

3. The Parties may otherwise terminate the Agreements prior to December 31, 2022 by further Agreement of the Parties.
4. If any provision contained in this Extension Agreement is invalid or unenforceable, all remaining provisions shall remain effective, absent such provision.
5. This Extension Agreement may be executed in counterparts. It is not necessary for all Parties' signature to appear on the same document. All counterparts shall collectively constitute a single agreement. A facsimile or electronic signature shall serve and be as effective as an original.
6. Any dispute related to this Extension Agreement shall be governed by Vermont law and shall be properly commenced only in the Vermont Superior Court, Chittenden Civil Division.

Town of Essex Selectboard

Trustees, Village of Essex Junction

Andy Watts, Chair

Andrew Brown, President

Patrick Murray, Vice Chair

Raj Chawla, Vice President

Tracey Delphia, Clerk

George A. Tyler

Sue Cook

Daniel S. Kerin

Dawn Hill-Fleury

Amber Thibeault

Tree Farm Management Group, Inc.
Duly Authorized Agent

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

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

As approved

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

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

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

As approved

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

V. Subdivision –

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

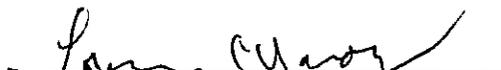
VI. Signatures –

For the Town of Essex Selectboard



Irene A. Wrenner, Chair

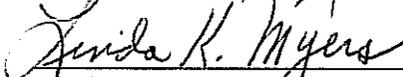
For the Village of Essex Junction
Board of Trustees


Lawrence Yandow, President

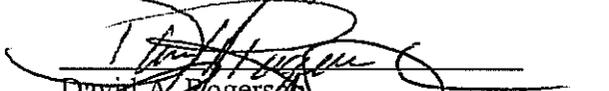
As approved



Max G. Lévy, Vice Chair



Linda K. Myers



David A. Rogers



Bruce S. Post



Patrick C. Scheidel, Town Manager

Dated: February 15, 2010.



Deborah Billado, Vice President



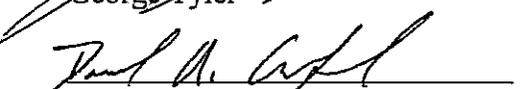
Peter Gustafson



John Lajza



George Tyler



David Crawford, Village Manager

Dated: February 15, 2010.

TREE FARM RECREATION FACILITY LEASE

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

1. PREMISES

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

2. TFMG'S RESPONSIBILITIES:

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

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

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

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

Junction as additional insureds.

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

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

3. OTHER CONDITIONS:

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

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

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

Dated at Essex Junction, Vermont this 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

577594

- 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.

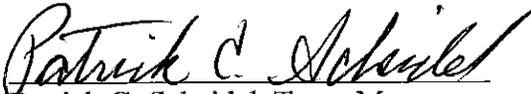
August 20, 2012

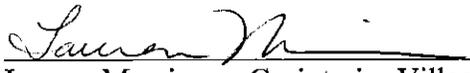
139 f. TFMG may also voluntarily separate from this agreement with 90 days
140 written notice to the Town and Village. In so doing, TFMG forfeits any
141 and all rights or claims to use of the Tree Farm facility, and interim
142 management of the facility shall fall to the Essex Parks and Recreation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

145 VII. Signatures --

146 For the Town of Essex

For the Village of Essex Junction

148
149 
150
151 Patrick C. Scheidel, Town Manager


152 Lauren Morriseau, Co-interim Village
153 Manager

154
155 For the Tree Farm Management Group

For the Village of Essex Junction

156
157 
158
159 Rachel Beaugard, President


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

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

165 Dated (Village): 3/20/13

166 Dated (TFMG): 3/20/13

167

Tree Farm Recreation Facility

Fee Schedule

(As of 8/31/2012)

Regular cost: \$50/hour/field

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

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

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

Entire facility: \$4800/day

MEETING SCHEDULES

02/09/2022

| TOWN SELECTBOARD MEETINGS | VILLAGE TRUSTEES MEETINGS | JOINT MEETINGS |
|---|---|---|
|  |  |  |
| Meeting Date/Time | Meeting/Location | Recording Secretary |
| February 15, 2022 –6:30 PM | Joint Meeting – Remote only (added 1/24) | Darby |
| February 22, 2022—6:30 PM | VB Regular – Remote only | Cathy |
| February 23, 2022-6:30 PM | SB Regular—Remote only | Darby |
| February 28, 2022—7:30 PM | Town Informational Hearing—Remote only | Darby |
| March 1, 2022 | Town Australian Ballot Voting 7am to 7pm | N/A |
| March 7, 2022—6:30 PM | SB Regular | Darby |
| March 8, 2022—6:30 PM | VB Regular | Amy |
| March 21, 2022—6:30 PM | SB Regular | Darby |
| March 22, 2022—6:30 PM | VB Regular | Cathy |
| March 28, 2022—6:30 PM | Joint Meeting – location TBD (added 1/24) | Darby |
| April 4, 2022—6:30 PM | SB Regular | Darby |
| April 6, 2022—7:00 PM | Village Informational Hearing | Cathy |
| April 12, 2022 | Village Australian Ballot Voting | N/A |
| April 13, 2022—6:30 PM | VB Regular | Darby |
| April 25, 2022—6:30 PM | Joint Meeting – location TBD (added 1/24) | Darby |