



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

Online and 81 Main Street
Essex Junction, VT 05452
Monday, September 20, 2021
6:30 PM

E-mail: manager@essexjunction.org

www.essexjunction.org

Phone: (802) 878-6951

This meeting will be held both remotely and in person. Available options to watch or join the meeting:

- WATCH: the meeting will be live-streamed on Town Meeting TV.
JOIN ONLINE: Join Microsoft Teams Meeting. Depending on your browser, you may need to call in for audio (below).
JOIN CALLING: Join via conference call (audio only): (802) 377-3784 | Conference ID: 697 059 494#
PROVIDE FULL NAME: For minutes, please provide your full name whenever prompted.
CHAT DURING MEETING: Please use "Chat" to request to speak, only. Please do not use for comments.
RAISE YOUR HAND: Click on the hand in Teams to speak or use the "Chat" feature to request to speak.
MUTE YOUR MIC/TURN OFF VIDEO: When not speaking, please mute your microphone on your computer/phone.

- 1. CALL TO ORDER [6:30 PM]
2. AGENDA ADDITIONS/CHANGES
3. APPROVE AGENDA
4. PUBLIC TO BE HEARD
a. Comments from Public on Items Not on Agenda
5. BUSINESS ITEMS
a. *Discussion of tentative agreements about shared services between Town of Essex and independent City of Essex Junction
b. **Discussion about personnel
6. CONSENT AGENDA
a. Consider approval of revisions to Agreement for the Development and Operation of the Community Outreach Program (Selectboard only)
b. Consider approval of 2A banner and waiver of fee for Village and Town Out & About event (Trustees only)
7. READING FILE
a. Board member comments
b. List of Boards/Committees/Commission openings
c. Update on shared priorities from June strategic planning session
d. Out & About event information October 2-3, 2021
e. Upcoming meeting schedule
8. EXECUTIVE SESSION
a. *An executive session may be needed to discuss negotiation of contracts and agreements between the Town of Essex and Village/City of Essex Junction
b. **An executive session may be requested to discuss the employment of public employees
9. ADJOURN

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

Certification: 9/17/2021 [Signature]

1
2 **VILLAGE OF ESSEX JUNCTION TRUSTEES**
3 **TOWN OF ESSEX SELECTBOARD**
4 **SPECIAL MEETING MINUTES**
5 **Monday, September 20, 2021**
6

7 **TRUSTEES:** Andrew Brown, President; Raj Chawla, Vice President; Dan Kerin; Amber Thibeault;
8 George Tyler
9

10 **SELECTBOARD:** Andy Watts, Chair; Patrick Murray, Vice Chair; Tracey Delphia; Dawn Hill-Fleury
11

12 **ADMINISTRATION and STAFF:** Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Brad
13 Luck, Essex Junction Recreation and Parks Director
14

15 **OTHERS PRESENT:** Paul Austin; Danielle Brown; Bob Burrows; Kevin Collins; Annie Cooper; Erin
16 Dickinson; Bill Ellis, Town Attorney; Maureen Gillard; Micah Hagan; Gina Halpin Barret; Barbara
17 Higgins; Deb McAdoo; Claudine Safar, Village of Essex Junction Attorney; Angel Segarra; Kristen
18 Shamis, Village of Essex Junction Attorney; Ken Signorello; Margaret Smith; Dennis Thibeault; Mike
19 Thorne; Irene Wrenner; Sharon Zukowski; RM
20

21 **1. CALL TO ORDER**

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

23 Mr. Brown called the Village of Essex Junction Board of Trustees meeting to order at 6:32 PM.
24

25 **2. AGENDA ADDITIONS/ CHANGES**

26 There were no changes to the agenda.
27

28 **3. AGENDA APPROVAL**

29 With no changes to the agenda, approval was not required.
30

31 **4. PUBLIC TO BE HEARD**

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

33 There were no comments from the public at this time.
34

35 **5. BUSINESS ITEMS**

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

38 The Selectboard members and Trustees reviewed the most recent drafts of the the tentative
39 agreements about shared services between the Town of Essex and the independent City of Essex
40 Junction. The Trustees suggested revisions and discussed with the Selectboard members
41 assumptions behind their suggested changes.
42

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

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

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

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

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

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

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

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

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

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

107
108 ***Draft Police Services Agreement***

109 The Board members acknowledged significant word changes in the fourth “WHEREAS”, and the
110 complete removal of the fifth “WHEREAS”. Town legal counsel, Mr. Ellis, said the fifth one was
111 removed because the words “duties and obligations” were unclear. Mr. Brown clarified their intent
112 for the section was to form a mutual goal that the Essex Police Department would serve the
113 citizens of the Town and the City. Ms. Safar clarified that the intent of the wording “trust and
114 support of the taxpayers, to whom they each owe duties and obligations” means policing fairly,
115 consistently, and equitably. Mr. Watts pointed out that some of the residents being policed will not
116 be taxpayers. Mr. Ellis’s position was that the police have a duty to their policing contract not the
117 taxpayers. Ms. Safar disagreed. Mr. Murray said there were too many undefined parts of the
118 section, but the Selectboard members agreed with the intention. Ms. Safar suggested the wording
119 include, “... mutual goal that the Essex Police serve the municipalities of the Town and the City
120 and maintains the trust of the citizens.” The Selectboard said they would revise the wording, to
121 include something other than “taxpayers” or “citizens.”
122

123 Mr. Watts was concerned with Section 1 of the document, which proposes a ten-year agreement
124 term with no option to change if costs increase or something new arises. He thought the term may
125 bind the Selectboard for ten years. Mr. Ellis said this is a question for the Legislature. He said
126 some on the Selectboard thought it was too long and some said it needs to be maintained to
127 reinforce staffing. Mr. Teich suggested keeping it at ten years because it would accommodate the
128 two-year training process for hiring a new officer, provide time to maintain equipment and
129 facilities, and provide job security for officers. Ms. Safar said the position of binding future boards
130 is that a contract can bind something unless it is binding on an issue of public policy. For example,
131 they cannot bind ordinances, tax rates, laying out streets or other things that are considered
132 governmental services. She said there also cannot be binding for governmental proprietary
133 services. She said that binding future boards to a timeline does not apply to this definition.
134

135 Mr. Chawla wondered if they should be agreeing to an overall, higher-level framework, which
136 could include a per-capita funding strategy and defined level of service. He said this would allow
137 the board members to draft a thorough, negotiated contract during the first year and the Finance
138 Department would not have to determine indirect costs right away. Mr. Kerin agreed with this
139 strategy and said it could make the process easier. Mr. Teich suggested that the framework could
140 be a percentage of cost split between the municipalities. Mr. Brown said there should be a regular
141 plan of communication between the Town and City managers to review this. Mr. Watts said he
142 would discuss with legal counsel about whether a clause should be included that describes how
143 the contract can be revisited if something new comes up during the first ten years. He wondered if
144 there should be a periodic joint meeting regarding shared services. Ms. Delphia said the wording
145 of part two already covers this. Mr. Chawla said the issues of policing and public safety could
146 benefit from a delineated schedule for meetings of the Town and City Managers and Police Chief.
147

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

155 include language about finding mutual agreement between the City and Town before a new
156 indirect cost is added. Mr. Watts said there should also be clarity about how a Town-only service
157 could be added so the City would not have to pay for it. The board members reviewed and
158 discussed page three's language about what would happen if the police budget changed by 10%.
159 They also discussed a revision intended to address police overtime. In paragraph two section
160 four, the Selectboard had changed the number of special event services to a dollar figure of
161 \$6,000 as a placeholder. The board members decided to remove the \$6,000 and focus, instead,
162 on language about overtime expenses. Mr. Watts clarified for Ms. Thibeault that special events
163 include parades, fireworks, 5k runs, and other planned events. Mr. Brown suggested that the
164 paragraph clarify that special event services not planned in advance may not be covered in the
165 contract. Mr. Chawla stressed the importance of making sure the Town cannot unilaterally change
166 costs or levels of service and leave the City with no recourse.
167

168 Mr. Tyler disagreed with the changes in section five, paragraph two, where the "shall" action verbs
169 for the Town Manager's efforts were changed to "may". He thought it would make sense for the
170 contract to set expectations that the Manager will seek input from other parties. Mr. Brown agreed
171 also because the City would be paying for indirect administrative costs.
172

173 Mr. Chawla said he disagrees with changes to the section six that seems to remove equal
174 representation from the City on the Equity and Inclusion Group. He suggested that this could set
175 up an inequitable precedent. Mr. Watts said that because the group is for Town advisory, the
176 Selectboard wanted to have more control of it. He said they would discuss this change.
177

178 Ms. Thibeault requested that the Police Chief review the agreement before it is complete. The
179 board members had no further comments about the draft Police Agreement.
180

Draft agreement for shared services of reappraisal

182 Mr. Watts asked for a discussion of the added, sixth "WHEREAS", which would have the City
183 contribute 50% of costs of the Town's Office of Assessor. Mr. Brown wondered why they included
184 the flat rate of 50% instead of the previously discussed strategy of paying based on numbers of
185 appraisals required by the City or by per parcel. Mr. Watts said the Selectboard would discuss
186 whether 50% is the right number. Section nine was similarly questioned and noted. Mr. Brown and
187 Village legal counsel, Ms. Shamis, interpreted section nine as follows: if an assessment is
188 unfinished by the Town Assessor, the City will be unable to form their own Office of Assessor until
189 it is completed. Mr. Brown was concerned with the possibility that the City would be required to
190 pay for 50% of legal costs if an appeal process in for a property in the Town. Mr. Luck added that
191 the sixth "WHEREAS" and section nine suggest that the City would pay 50% of the cost of the
192 Town's Office of Assessor but does not say that the office of the Assessor would then provide the
193 assessor services to the City. Mr. Watts said the Selectboard would discuss these issues.
194

195 There were no other comments on the Draft Agreement for shared services of reappraisal, but Mr.
196 Watts wondered if there should be an agreement about how to handle delinquent taxes. Mr. Teich
197 provided an example to ask legal counsel about would be responsible for assuming continued
198 pursuit of delinquent taxes. Mr. Watts suggested creating an agreement to clarify this.
199

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

201 There were no concerns with the revisions to this draft agreement.
202

203 Ms. Cooper requested clarification on what the public comment session could include.
204 There were no other comments from the public.
205

206 ** The Selectboard members entered into executive session, as agenda item 8a, to discuss
207 whether they agree with, would compromise, or would reject the suggestions and/or concerns to
208 the draft agreements,
209

210 **b. Discussion about personnel**

211 This discussion took place in executive session as agenda item 8b.
212

213 **6. CONSENT ITEMS**

214
215 **TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard**
216 **approve the consent agenda. The motion passed 4-0.**
217

218 **GEORGE TYLER made a motion, seconded by DAN KERIN, that the Trustees approve the**
219 **consent agenda. The motion passed 5-0.**
220

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

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

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

- 227 · The Trustees approve a banner for the “Out & About in Essex” event and waive the \$250
228 banner fee.
229

230 **7. READING FILE**

231 **a. Board member comments**

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

236 **b. List of Boards/Committees/Commission openings**

237 **c. Update on shared priorities from June strategic planning session**

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

239 **e. Upcoming meeting schedule**
240

241 **8. EXECUTIVE SESSION**

242 **a. *An executive session may be needed to discuss negotiation of contracts and agreements**
243 **between the Town of Essex and Village/City of Essex Junction**
244

245 **TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard**
246 **make the specific finding that general public knowledge of contracts and confidential**
247 **attorney-client communications made for the purpose of providing professional legal services**
248 **to the body would place the Town at a substantial disadvantage. The motion passed 4-0 at**
249 **9:28 PM.**
250

251 **TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that that the**
252 **Selectboard enter into executive session to discuss contracts and confidential attorney-client**
253 **communications made for the purpose of providing professional legal services to the body,**
254 **pursuant to 1 V.S.A. § 313(a)(1)(A) and (F) to include the Town Attorney, Unified Manager, and**
255 **Deputy Manager. The motion passed 4-0 at 9:28 PM.**
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- b. ****An executive session may be requested to discuss the employment of public employees**
- TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Trustees, Village Attorney, and the Town Attorney, Unified Manager, and Deputy Manager. The motion passed 4-0 at 9:28 PM.**
- DAN KERIN made a motion, seconded by AMBER THIBEAULT, that the Trustees enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Selectboard, Village Attorney, Town Attorney, Unified Manager, and Deputy Manager. The motion passed 5-0 at 9:28 PM.**
- DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard continue until 11:30 PM. The motion passed 4-0.**

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

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

9. ADJOURN

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

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

Respectfully Submitted,
Cathy Ainsworth
Recording Secretary