

Memorandum

To: Selectboard; Board of Trustees; Greg Duggan, Town Manager; Brad Luck, Co-Interim Village Manager
From: Marguerite Ladd, Deputy Manager
Re: Discussion about and possible executive session for contracts regarding Village of Essex Junction’s proposed separation from Town of Essex
Date: March 22, 2022

Issue

The issue is for the Selectboard and Trustees to discuss and possibly amend or approve possible 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 enters into executive session to discuss contracts.

Discussion

The Selectboard and Village of Essex Junction Board of 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 following draft agreements are attached. The draft agreements regarding Clerk, Finance, Recreation, Indian Brook, Senior Center, Senior Bus, include revisions based on discussion the Selectboard had on March 21st.

- Clerk
- Finance
- Recreation, Indian Brook, Senior Center, Senior Bus

Also included in the packet is the draft MOU agreement.

In order to have a complete and thorough discussion about this topic, an executive session may be necessary because the premature disclosure of the information may put the Selectboard and Board of Trustees and the Town at a substantial disadvantage. Contracts can be protected discussions.

Following discussion, the Selectboard and/or Board of 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 and/or Board of Trustees may approve or amend tentative agreements for Clerk/Treasurer; Finance; Recreation, Indian Brook, Senior Center and Senior Bus and/or MOU.

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

Motion #1

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

Motion #2

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

If the Board of Trustees wishes to enter executive session, the following motions are recommended:

Motion #1

"I move that the Board of Trustees make the specific finding that general public knowledge of contracts would place the Village at a substantial disadvantage."

Motion #2

"I move that the Board of Trustees enter into executive session to discuss contracts, pursuant to 1 V.S.A. § 313(a)(1)(A) to include the Co-Interim Village Manager."

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 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 Agreement, both offices shall function independently, at their respective City and Town offices, unless otherwise mutually agreed by the Parties.

Until both offices function independently, the Clerk(s) and Finance Directors shall determine the allocation of revenue and expenses to the appropriate municipality. In the event the Clerk(s) are uncertain of where to allocate revenue and expenses, 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 8 of this Agreement.

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 terminate on June 30, 2023, unless otherwise mutually agreed by the Parties, 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, when applicable, United States District Court for the State District of Vermont.

Commented [BL1]: The Trustees are seeking further advice from legal counsel on this suggested addition/edit and will discuss further on 3/22.

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 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 may** each operate from 81 Main Street during the term of this Agreement;

Commented [BL1]: Shared financial services may need to continue to exist in some fashion, but the Village department may be able to operate out of 2 Lincoln while this is occurring. This comment is related to all three suggested edits.

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 upon execution of this Agreement 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 mutually agreed to by the Parties.

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 after fiscal year 2023, 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. 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.

Commented [GD2]: Selectboard inclined to keep this language, though would like to hear the Trustees' reasoning for removing it.

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, when applicable, the United States District Court for the State District of Vermont.

Commented [BL3]: The Trustees are seeking further advice from legal counsel on this suggested addition/edit and will discuss further on 3/22.

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

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 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.

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 shall continue to provide ~~the existing~~ ~~the existing~~ space at 2 Lincoln Street for the Senior Center. If the existing space is not available during renovations of 2 Lincoln Street, the Village shall provide adequate and appropriate space comparable to what currently exists.

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

Commented [BL1]: The Trustees are committed to providing space. With renovations anticipated at 2 Lincoln during the duration of this agreement, there may need to be flexibility in which spaces are available when.

Commented [GD2]: Selectboard appreciates the commitment and intention to providing space and is open to suggestions for wording. The Selectboard wants to ensure the continuity of the Senior Center in an adequate space.

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 when applicable the United States District Court for the State District of Vermont.

Commented [BL4]: The Trustees are seeking further advice from legal counsel on this suggested addition/edit and will discuss further on 3/22.

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated this ____ day of _____, 202__, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the Village of Essex Junction, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex Junction” or the “Village” and together the Village and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the Village is currently an incorporated Village located within the Town;

WHEREAS, the Village is pursuing separation from the Town with the intention of incorporating as an independent City (“City of Essex Junction” or “City”) pursuant to legislative approval;

WHEREAS, the Town Selectboard and the Village Trustees are working amicably to plan for the Village’s separation from the Town;

WHEREAS, the Town Selectboard and Village Trustees have determined that certain agreements will be necessary between the Town and the City of Essex Junction for purposes such as sharing or purchasing municipal services or operations;

WHEREAS, until the effective date of the City’s Charter, there is no authority under which the Village may enter agreements on behalf of the City;

WHEREAS, the Village and the Town desire to prepare these tentative agreements in advance with the understanding that the current Village Trustees will become the future City Councilors and intend to enter these agreements on behalf of the City; and

WHEREAS, the Parties now wish to enter into this Memorandum of Understanding regarding the tentative agreements necessary for separation of the Municipalities and establishment of the City of Essex Junction;

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

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

- c. Clerk/Treasurer's Agreement;
 - d. Information Technology Agreement; and
 - e. Delinquent Tax Agreement.
2. Prior to the execution of the foregoing agreements, the Parties, working in good faith, shall reach agreement, at a minimum, on the following matters: Right of First Refusal for 81 Main Street (Exhibit F); Stormwater Agreement (Exhibit G); Recreation program access/Indian Brook access/Senior Center and Bus (Exhibit H); and shared boards, commissions, and committees (Exhibit I). Should the Vermont Legislature approve the City Charter, the City will enter a transitional period during which the separation of departments, municipal services, and operations will occur. Joint administrative services (Manager; Human Resources, etc.) will be discontinued at such time the Village has retained those services for itself or February 25, 2022, whichever occurs first. By entering into this MOU the Town does not waive the opportunity to oppose separation or ask for certain conditions during the transition phase at the Legislature and expressly reserves the Town's right to do so.
 3. The Town and Village intend that the Town and City will enter the above referenced tentative agreements generally consistent with the form of those attached hereto as Exhibits A-E during the transitional period provided agreement is reached on those issues set forth in section 2, above. The Town and the Village will work in good faith to execute the agreements.
 4. The Parties agree to first mediate any dispute prior to submitting the matter to court, provided that a mediator may be obtained within 60 days of when such a dispute arises. The Parties, however, recognize that the contract for Police Services concerns an essential municipal function, and thus, any dispute between the Parties that arises concerning Police Services and which could cause an interruption of police services is emergent and in need of immediate attention by the court and therefore not subject to a mediation requirement prior to initiating a filing with the court.
 5. This MOU may be amended or modified by mutual written agreement of the Parties. This MOU shall terminate upon the execution of the agreements set forth in Section 1. Should the Vermont Legislature not approve the City Charter by the conclusion of the 2021-2022 legislative session, this MOU shall terminate and have no further force or effect unless extended by mutual agreement of the Parties.

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

SELECTBOARD & TRUSTEES
(DRAFT)

TOWN OF ESSEX SELECTBOARD
VILLAGE OF ESSEX JUNCTION TRUSTEES
DRAFT JOINT MEETING MINUTES
TUESDAY, FEBRUARY 15, 2022

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

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Brad Luck, Interim Village Co-Manager; Ron Hoague, Police Chief; Jess Morris, Village Finance Director

OTHERS PRESENT: Jeff Benjamin, Kevin Collins, Annie Cooper, Bella D., Patty Davis, Erin Dickinson, Betsy Dunn; Maureen Gillard, Gina Halpin Barrett, Jody Kamon, Erin Maguire, Timothy Miller, Mary Post, Ken Signorello, Gillian Smith, Margaret Smith, Michael Thome, Giles Willey, Sr Doug Wilson, Lorraine Zaloom, Bob, Jake, Jill, Mike, Patrick

1. CALL TO ORDER

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.

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

2. AGENDA ADDITIONS/CHANGES

Mr. Chawla requested that the most recent version of the Shared Services MOU be added to Business Item d, "Discussion and potential action on tentative agreements about shared services between Town of Essex and Village/City of Essex Junction." Mr. Brown requested that a resolution in appreciation of Evan Teich be added to the agenda as item 5c. Ms. Delphia requested that item 6b, "Consider approval of the extension agreement of the current Tree Farm Management Group lease to 12/31/2022" be removed from the consent agenda and be included as item 5d. The business items following will subsequently be renumbered.

3. APPROVE AGENDA

GEORGE TYLER made a motion, seconded by **AMBER THIBEAULT**, to approve the agenda as amended. The motion passed 5-0.

TRACEY DELPHIA made a motion, seconded by **SUE COOK**, to approve the agenda as amended. The motion passed 5-0.

4. PUBLIC TO BE HEARD

Ms. Dunn said that, as a Board of Civil Authority member, she is concerned that several ballot envelopes have been reported as having incorrect names on them, which could result in the vote not being counted. Mr. Signorello reported similar concerns and asked how the signatures would be verified against the name on the ballot envelope. Mr. Teich asked that anyone with an incorrect ballot call the Clerk's office for guidance. Ms. Post said she was frustrated about perceived rudeness in Mr. Teich's response to Mr. Signorello.

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5. BUSINESS ITEMS

a. Equity Update from Essex Westford School District

Ms. Maguire provided an update of EWSD’s equity policies and procedures, policy review, and activities and actions related to equity. She explained that policy is the direction of the school board, and procedure is what enacted to put the policy in action. EWSD has been working to include anti-racist education, to affirm all identities, and to support all types of family engagement. This work is an ongoing journey, and not simply an item on a checklist. EWSD has also increased focus around restorative practices as well as implicit bias training. Ms. Maguire said that EWSD is working to increase the diversity of celebrations and foods in the schools. The goal is for all members of the community to feel that the schools are accessible and welcoming to them.

Mr. Chawla asked about the biggest challenges to the equity work. Ms. Maguire said recognizing impact rather than intent, and to acknowledge when harm has been done. Mr. Murray praised EWSD for the inclusion work and asked if the free school lunch program will continue. Ms. Maguire said that conversations are still happening about this. Ms. Hill-Fleury asked for more information about book selection review. Ms. McGuire responded that teachers and librarians across all age groups are looking to review their materials from an equity perspective. Ms. Delphia asked if any type of peer mentoring was done. Ms. Maguire responded that it is not done directly but that the high school has a bias response committee with student members. The Boards thanked Ms. Maguire for her hard work on equity initiatives.

b. Consider accepting the report and recommendations from Essex BEST (Building Equity, Solidarity and Trust)

Ms. Kamon said Essex BEST formed to address municipal investments in equity, representative leadership and public safety. The committee is working on drafting a three-year strategic plan to build administrative, racial, and economic equity in the community. The BEST committee has been working to develop relationships with people from underrepresented groups for them to potentially step forward to serve in leadership roles. The Essex community has defined public safety as a broad-based community promise that people’s basic needs, including housing, food, transportation, childcare, etc. are being met. This became a guiding factor, that the most vulnerable must be cared for first. The committee has also been working with dispatch and the Essex Police to develop standards to improve equity and better utilize resources for Essex citizens. Ms. Kamon said that accepting this report would show that the Boards back this work and support to goals of the committee. Mr. Brown asked about the interaction between Essex BEST and the Essex Police. Ms. Kamon responded that the Police Department is engaged and supportive. Mr. Tyler asked for clarification on Ms. Kamon’s statement about the police being “weaponized” against the community. Ms. Kamon said that this often occurs when citizens call the police to report ordinary activities of other citizens but their personal biases inflate the situation. The Boards thanked the volunteers of Essex BEST for their hard work.

SUE COOK made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard accept the report, including its recommendations, and support both staff and Essex BEST in the continuation of their execution of the report's recommendations. Motion passed 5-0.

98 **RAJ CHAWLA made a motion, seconded by GEORGE TYLER, that the Trustees accept**
99 **the report, including its recommendations, and support both staff and Essex BEST in the**
100 **continuation of their execution of the report's recommendations. Motion passed 5-0.**

101
102 **c. Resolution in Appreciation of Evan Teich**

103 Mr. Brown said this is the last joint meeting with Unified Manager Evan Teich and wanted to
104 show the Board's appreciation for him and his impact on the community. Mr. Tyler read the
105 resolution aloud as presented, and the Boards gave Mr. Teich an ovation.

106
107 **GEORGE TYLER made a motion, seconded by DAN KERIN, that the Trustees to approve**
108 **the Resolution in Appreciation of Evan Teich. Motion passed 5-0.**

109
110 **DAWN HILL FLEURY made a motion, seconded by TRACEY DELPHIA, that the**
111 **Selectboard approve the Proclamation in Appreciation of Evan Teich. Motion passed 5-0.**

112
113 **d. Consider approval of the extension agreement of the current Tree Farm Management**
114 **Group lease to 12/31/2022**

115 Ms. Delphia said that a negotiating committee is working on this project, and that she requested
116 that this item be removed from the Consent Agenda so that this could be publicly stated. Ms.
117 Ladd said that will be brought back to both Boards in March, and that this extension is so that
118 the staff has enough time to develop a business plan.

119
120 **RAJ CHAWLA made a motion, seconded GEORGE TYLER, that the Trustees approve the**
121 **extension agreement between the Tree Farm Group and the Village of Essex Junction and**
122 **Town of Essex as proposed. Motion passed 5-0.**

123
124 **SUE COOK made a motion, seconded TRACEY DELPHIA, that the Selectboard approve**
125 **the extension agreement between the Tree Farm Group and the Village of Essex Junction**
126 **and Town of Essex as proposed. Motion passed 5-0.**

127
128 **e. Village/City update on charter timeline and state process**

129 Mr. Brown said that the separation bill has passed the House Governance Operations
130 Committee and is currently going to be presented to the House Ways and Means Committee on
131 February 16. If it passes, it will go to the full House for approval, followed by two Senatorial
132 Committees, the full Senate, then the governor for approval. Mr. Brown thanked Mr. Watts and
133 Mr. Murray for their testimony.

134
135 **f. Discussion and potential action on tentative agreements about shared services**
136 **between Town of Essex and Village/City of Essex Junction**

137 Mr. Brown said he hopes that the Selectboard can talk the Trustees through the changes
138 requested, and that the Trustees will then enter executive session for 30 minutes to discuss
139 them. Several small changes were reviewed without comment. The Board commented on
140 termination timelines, fees in the Clerk/Treasurer's offices, and funding for separation initiatives.

141
142 **8. EXECUTIVE SESSION**

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

145

146 **RAJ CHAWLA made a motion, seconded by GEORGE TYLER, that the Trustees make the**
147 **specific finding that general public knowledge of contracts would place the Village at a**
148 **substantial disadvantage. Motion passed 5-0.**
149

150 **RAJ CHAWLA made a motion, seconded by GEORGE TYLER that the Trustees enter into**
151 **executive session to discuss contracts, pursuant to 1 V.S.A. § 313(a)(1)(A), to include the**
152 **interim municipal manager. Motion passed 5-0 at 8:19 PM.**
153

154 **RAJ CHAWLA made a motion, seconded by GEORGE TYLER, to exit executive session.**
155 **Motion passed 5-0 at 8:53 PM.**
156

157 **5. BUSINESS ITEMS**

158 **f. Discussion and potential action on tentative agreements about shared services** 159 **between Town of Essex and Village/City of Essex Junction**

160 Mr. Brown suggested that the dates listed throughout be changed to 6/30/2023 for ease of
161 understanding. He said the Trustees are opposed to the inclusion of a statement saying that all
162 disputes arising from this agreement be referred the United States District Court, should they not
163 be addressed in mediation. Ms. Hill-Fleury asked why the Village attorney objected to this. Mr.
164 Brown said because it should not start out at this level. Ms. Thibeault said this is a new point that
165 has never come up in any other agreements that the Selectboard and Trustees have reviewed.
166 The Selectboard will approach their legal counsel about this change. The Boards discussed the
167 disentanglement of finance and administration costs. Mr. Brown expressed concern about the
168 recreation agreement and said the Trustees would like to go back to the original agreement for
169 recreation, Indian Brook and Senior Services, or not have any type of recreation agreement at
170 all. He said that the cost-sharing is unfair, and that the Trustees felt that the changes to this
171 document were non-negotiable.
172

173 Ms. Delphia asked if the Trustees would be amenable if EJRP and Indian Brook be taken out
174 and offered the suggestion to remove the 3.5% fee from the agreement for senior services, Mr.
175 Brown said this would not work. Ms. Cook asked for more details about why. Mr. Brown said the
176 agreement needs to provide equal access to community amenities without worrying about
177 indirect costs, and that time is running out to make this decision. Mr. Murray said that Senior
178 Services are crucial for the community, and that an agreement is essential. He suggested pulling
179 out the 3.5% figure and move forward. Mr. Brown said the Trustees are committed to providing
180 senior services, whether they work with the Town or not. Mr. Tyler said the Village is not
181 requesting any fees from the Town, and it is not fair for them to request fees from the Village.
182

183 In regards to the Clerk Agreement, the Trustees said they felt that the Clerk should be
184 responsible for handling how each fees are distributed, and that further language about this
185 does not need to be included. The Selectboard will discuss these changes further at their next
186 meeting.
187

188 **g. Discuss shared boards and commissions**

189 Mr. Luck said that Essex BEST, Committee on Equity Essex, the Essex Housing Commission,
190 the Energy Committee and the Economic Development Commission are the five Boards that are
191 currently shared between the two communities. Mr. Chawla expressed support for continuing to
192 share the Essex BEST committee since the police services will remain shared. He encouraged
193 the Boards to determine which boards they would like to share, how they will be shared, and

194 how they will be funded. Mr. Watts expressed concern about the equitable funding to these
195 boards. Mr. Tyler expressed interest in a Village downtown committee to take advantage of state
196 funding for such. Mr. Brown suggested that the Boards work toward an agreement that would
197 indicate that the two communities have an interest in sharing boards and will work together to
198 iron out the details. Mr. Murray suggested that this is a good opportunity for a subcommittee to
199 work on. The Selectboard will discuss this independently at their next meeting.
200

201 **6. CONSENT AGENDA**

202 **ANDY WATTS made a motion, seconded by TRACEY DELPHIA, to approve the Consent**
203 **Agenda. Motion passed 5-0.**

204
205 **GEORGE TYLER made a motion, seconded by DAN KERIN, to approve the Consent**
206 **Agenda. Motion passed 5-0.**

207 **a. Approve minutes - January 24, 2022**

208 **~~b. Consider approval of the extension agreement of the current Tree Farm Management~~**
209 **~~Group lease to 12/31/2022~~**

210
211 **7. READING FILE**

212 **a. Board member comments:** Mr. Brown and Mr. Tyler reiterated their appreciation for Mr.
213 Teich's leadership and hard work.

214 **b. Upcoming meeting schedule**

215
216 **8. ADJOURN**

217 **DAN KERIN made a motion, seconded by RAJ CHAWLA, for the Trustees to adjourn.**
218 **Motion passed 5-0 at 10:03 PM.**

219
220 **DAWN HILL-FLEURY made a motion, seconded by PAT MURRAY, for the Selectboard to**
221 **adjourn. Motion passed 5-0 at 10:05 PM.**

222
223 Respectfully Submitted,
224 Darby Mayville
225 Recording Secretary
226

Memorandum

To: Essex Selectboard; Essex Junction Board of Trustees
Copy: Essex Housing Commission; Greg Duggan, Town Manager; Brad Luck and Wendy Hysko, Interim Village Managers; Robin Pierce, Village Community Development Director
From: Darren Schibler, Town Planner
Date: March 24, 2022
Subject: Vacancy on Joint Essex / Essex Jct. Housing Commission

Issue

Notify the Selectboard and Trustees about a vacancy on the Housing Commission.

Discussion

On March 22, 2022, Alison Levy notified staff and the Housing Commission Chair of her resignation, as she is needed to care for a family member with a medical emergency and will be unable to participate in the Commission’s work for the foreseeable future.

Cost

There are no additional costs beyond the budgeted stipends paid to appointed commission members.

Recommendation

This is for informational purposes only

MEETING SCHEDULES

03/28/2022

JOINT MEETINGS



Meeting Date/Time	Meeting/Location	Recording Secretary
April 25, 2022—6:30 pm	Joint Meeting – 81 Main Street/hybrid (added 1/24)	Darby