

**AMENDMENT NUMBER ONE TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF ESSEX AND VILLAGE OF ESSEX JUNCTION RE: CONSOLIDATION OF
PUBLIC WORKS SERVICES**

This Amendment Number One to the Memorandum of Agreement (“Amendment One”) between the Town of Essex and the Village of Essex Junction RE: Consolidation of Public Works Services dated January 13, 2015, is entered into this 18 day of July 2018, by and between the Town of Essex (“Town”) and the Village of Essex Junction (“Village”).

WITNESSETH:

WHEREAS, the Memorandum of Agreement between the Town and Village (“Agreement”) required an assessment by a Review Committee to determine “whether to continue or modify the shared public works services model developed pursuant to this Agreement, revert to the model existing prior to this Agreement, or establish a permanent public works department for the Town and Village to become effective July 1, 2018”; and

WHEREAS, the Town Selectboard and Village Trustees approved the Final Report of the Review Committee dated October 2, 2017 (“Report”) that recommended full consolidation of the Village and Town Public Works Departments, beginning with a process of studies and reviews; and

WHEREAS, the Town and the Village agree that the Agreement has been of mutual benefit and should be maintained; and

WHEREAS, the Town and Village further agree that both an extension of time is needed to achieve full consolidation of the Public Works Departments of the Town and the Village and

further studies and reviews are needed to better align the Departments prior to full consolidation; and

WHEREAS, the Town and Village desire to extend the Term of the Agreement on the terms and conditions set forth in this Amendment One;

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

1. **Term:** The terms of the Agreement, as modified by this Amendment One, shall continue in effect from July 18, 2018 until the date that full consolidation of the Public Works Departments occurs, unless the Town or the Village decides, by October 1 of any given year, to terminate the Agreement. If the Town or the Village informs the other party by October 1 of an intent to terminate the Agreement, the termination shall take effect on July 1 of the following year.
2. **Recommendations of the Review Committee:** The Unified Manager, referred to as the Municipal Manager in the Agreement, shall be responsible for directing staff, any outside experts, and/or others as may be needed to conduct the reviews and studies set forth in the Report that is attached hereto as Attachment A, in a timely manner and shall provide periodic reports to the Town and Village on the progress being made to conduct the studies and reviews contained in the Report.
3. **Other Tasks:** In addition to furthering the studies, reviews and other recommendations contained in the Report, the Unified Manager shall create a plan for consolidation of

Public Works, to be presented to the Town Selectboard and Village Trustees for approval, which shall also include the following items:

- a. A hierarchical chart describing employees' positions and roles in a fully consolidated Public Works department, which shall also contain employee roles and duties for the interim, prior to and leading to full consolidation;
- b. Employee job descriptions, clearly defining individual employee responsibilities, and protocol for the use of contractors such as engineers or other professionals;
- c. A detailed plan outlining the tasks and time frame for actions needed to achieve full consolidation; and
- d. Identification of costs associated with those areas in which operational efficiency may be improved.

4. **Time Frame for Completion of Studies/Reports:** No time frame has been set in this Amendment One for completion of specific tasks/reports/studies. It is agreed that full consolidation of the Public Works Departments is a priority to the Town and the Village, and the tasks and studies described in the Report and referenced in this Amendment One shall be prioritized. Reports, on at least a quarterly basis, shall be provided by the Unified Manager or his designee to the Town Selectboard and the Village Trustees on progress that is being made on the tasks and studies.

5. **Termination:** Either Party may terminate the Agreement and this Amendment One in the manner set forth in Section 1 above. Should either party choose to terminate the

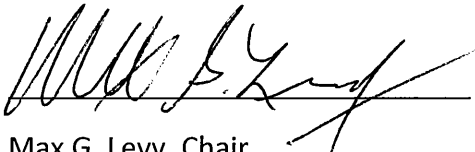
Agreement and this Amendment One, both parties shall cooperate in either continuing to maintain the existing coordinated public works department services in the same manner as existing at the time of the termination notice or, if directed by the Town of Essex Selectboard or the Village of Essex Junction Trustees, shall separate any services or functions in the following fiscal year.

6. Miscellaneous: Except as modified by this Amendment One, the terms and conditions of the Agreement shall remain in full force and effect.

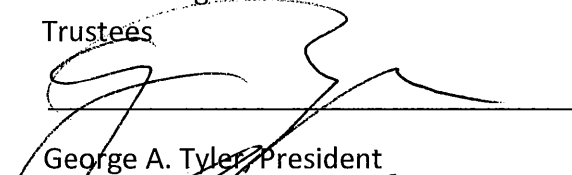
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

For the Town of Essex Selectboard

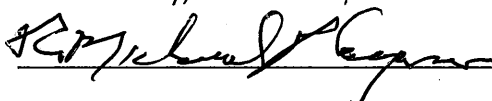
For the Village of Essex Junction Board of Trustees



Max G. Levy, Chair



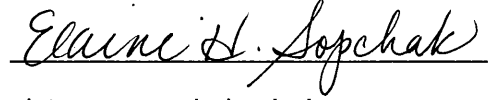
George A. Tyler, President



R. Michael Plageman, Vice Chair

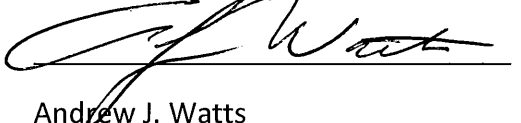


Andrew P. Brown, Vice President



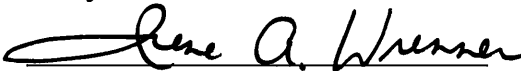
Elaine H. Sopchak, Clerk

Lori A. Houghton

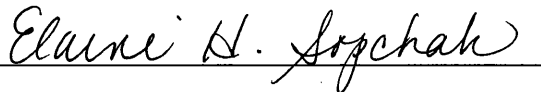


Andrew J. Watts

Daniel S. Kerin



Irene A. Wrenner



Elaine H. Sopchak