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**MERGER TASK FORCE
ESSEX/ESSEX JUNCTION
MEETING MINUTES
May 3, 2006**

MEMBERS PRESENT: Hugh Sweeney, Hans Mertens, John Lajza, Deb Billado, Irene Wrenner, Rene Blanchard.

MEMBERS NOT PRESENT: Barbara Higgins, Linda Myers, George Boucher, Alan Nye.

STAFF PRESENT: Pat Scheidel, Town Manager; Charles Safford, Village Manager; Todd Odit, Assistant Town Manager, Dennis Lutz, Town Public Works Director; Jim Jutras, Village Public Works Director; Lauren Morrisseau, Village Accountant.

OTHERS PRESENT: Chuck Lloyd, Bob Marcotte.

Mr. Sweeney informed the members that Ms. Myers had phoned him to apologize for not being able to attend the Task Force meeting that evening as she had to remain in Montpelier.

BUSINESS AGENDA

Public Input on Agenda Items

There were no public inputs.

Approve Minutes of April 12, 2006

DEB BILLADO MOVED AND JOHN LAJZA SECONDED A MOTION TO APPROVE THE MINUTES OF APRIL 12, 2006 WITH THE FOLLOWING CORRECTIONS:

Line 147: Replace “one was hired” with “if one were hired”. Line 163: Replace “council” with “counsel”. Line 171: Replace “advise” with “advice”. Line 228: Replace “advise” with “advice”. Line 235: Strike “be”. Line 321: Replace “ would heartedly like everything” with “heartfelt desire to “had a heartfelt desire for everyone”. Line 354: Replace “Manages” with “Managers”. Line 370: Replace “council” with “counsel”. Line 460: After “Chart,” add “which features voters at the top”. Line 462: Replace “in the Town of Essex.” with “for the Village”. Line 503: Replace “back round” with “background”. Line 571: Replace “back round” with “background”.

THE MOTION PASSED 5-0-1. (Rene Blanchard abstained because he was not present at the April 12, 2006 meeting)

DEB BILLADO MOVED AND IRENE WRENNER SECONDED A MOTION TO APPROVE THE MINUTES OF APRIL 19, 2006 WITH THE FOLLOWING CORRECTIONS:

48 **Line 294: Replace “it's the” with “its”. Line 416: Replace “council” with “counsel”.**

49

50 **THE MOTION PASSED 5-0-1. (Rene Blanchard abstained because he was not present at the**
51 **April 19, 2006 meeting)**

52

53 **Review Sewer and Water Rates, Districts and Enterprise Funds**

54

55 Ms. Morrisseau introduced herself as the Village Accountant and stated that she was present that
56 night, per a request from the Task Force, to provide a report on the combined Town and Village
57 water and sewer utilities and an estimation of a merged rate. She explained that this task was
58 completed with the assistance of Mr. Lutz, the Town Public Works Director, and Mr. Jutras, the
59 Village Public Works Director. She noted that the staff based their figures on the FY'06 budget
60 because the Town just approved the FY'07 utility budget Monday night, however, she would update
61 the numbers and provide more current information as soon as possible. Mr. Scheidel confirmed
62 with Ms. Morrisseau that the Village had adopted their sewer and water rates as well.

63 Ms. Morrisseau noted that the rates on their handout were in thousand gallons of metered water and
64 both the Town and Village billed their customers in gallons. She stated, however, that the general
65 population understood the rates in terms of gallons so the staff used that measurement as well as
66 made some assumptions in order to produce the estimation and projection.

67

68 Ms. Morrisseau referred the members to the first page of the handout. She pointed out that the
69 FY'06 Village Water/Sewer Rate was \$4.49 per thousand gallons of metered water and the FY'06
70 Town Water/Sewer Rate was \$6.14 per thousand gallons of metered water. She explained that most
71 Town utility debt was paid for through connection fees by new users and some paid for by
72 surcharges for specific sewer extensions. She referred to the handout that listed the debt in the
73 Town and the Village, which included sewer extensions in the Town that were paid for by
74 surcharges to those users and no utility debt in the Village. Ms. Morrisseau explained that both the
75 Village and Town budgets had connection fees and used those against the rate to lower the rate for
76 the users. Therefore, to determine a combined budget, the staff averaged the connection fees. The
77 water connection fee in the Village presently was \$450 and in the Town was presently \$1,440,
78 which averaged to \$950.00 per unit. The sewer connection fee in the Village presently was \$400
79 and in the Town, was presently \$2,000, which averaged to \$1,200 per unit. Mr. Mertens asked if
80 Ms. Morrisseau would take questions through the presentation, and she replied, yes. Mr. Mertens,
81 in regards to the connection fees, wanted to know if he understood her information that the Town
82 and the Village had connection fees for new users that were different, and Ms. Morrisseau agreed.
83 He asked why averaging the two would be appropriate since fees were different. Ms. Morrisseau
84 replied that it wasn't necessarily the right answer, but they had to calculate some number and
85 decided to average the two. Mr. Mertens confirmed that the connection fee was cost-based, and
86 Mr. Lutz agreed and stated that it depended partially upon the cost of providing a service and
87 partially upon the cost in the Town. He explained that the connection fee was the portion that was
88 calculated as a replacement cost for treatment capacity in the Village, which was almost a fair
89 market value for what it would cost if they were going to replace that gallon capacity in the Village
90 today. He summarized that essentially it was a way to try and equate the cost for new users, those
91 from day one, and old users, those that had been paying for 20 years, to reach the fee. He further
92 explained that the methodology for reaching the particular fee was to equate the new and old user
93 figures to rates in order to lower the rates for everyone in the system and to try to make some point

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94 of comparison for those new and old users. Mr. Mertens asked if the Public Service Department
95 approved the municipal sewer and water rates. Mr. Safford stated that the Public Service
96 Department did not have any jurisdiction over municipal sewer and water, as did the legislative
97 bodies, and Mr. Mertens understood.

98
99 Ms. Billado confirmed the current figures for water connections fees was \$450 in the Village and
100 \$1,400 in the Town. Ms. Morrisseau clarified that those rates were based on a residential unit using
101 200 gallons of water per day. Ms. Billado asked for Ms. Morrisseau to repeat the rate for sewer.
102 Ms. Morrisseau stated that the sewer connection fee for the Village was \$400 and for the Town, it
103 was \$2,000. Ms. Billado stated that in a merged community, the numbers would change into a
104 projection based on the assumption. Ms. Morrisseau stated that for the purpose of this assignment,
105 the staff averaged the numbers, but ultimately, it would be the decision of the new Town Council at
106 that time. Ms. Billado stated that she understood how the staff calculated the combined fee for a
107 merged community, but had wanted to clarify the numbers. Ms. Morrisseau explained that no cost
108 reductions or additions were included in the merged water and sewer budget and that the users
109 paying a surcharge for a specific sewer extension would continue paying their surcharge, in a
110 merged community, until the associated debt was paid off.

111
112 Ms. Morrisseau moved the presentation to trends and projected rates into the future. She
113 commented that the task was not easy to accomplish because the rates were not “apples to apples”.
114 She explained that for many years, the Town had a capital charge on top of their rate. Therefore, the
115 staff had to make the comparison similar and calculated the numbers based on a user of 200 gallons
116 of water a day and how that had changed over time in the Town and the Village. The averaged for
117 the Village was an increased cost at 3.9% per year and the average for the Town was an increased
118 cost at 2% per year. For the merged cost, the staff used the weighted average of the budgets. She
119 explained that the base for utilities was not similar to the grand list. With the grand list, the trend
120 was more easily predicted, whereas with water and sewer, the trend fluctuated and the flow of water
121 was dependent on unknown factors such as weather. Ms. Morrisseau then referred members to the
122 first graph, which showed the current Village rate at \$4.49 per thousand gallons, the Town rate at
123 \$6.14 per thousand gallons and the average estimated merged rate at \$5.12 per thousand gallons.
124 These rates included all the assumptions previously discussed. Ms. Morrisseau explained that the
125 next graph was the cost to the average resident using 200 gallons of water per day. In the Village,
126 the cost was \$328 per year, in the Town, the cost was \$448 and in the estimated merged
127 community, the cost would be \$374 per year. These figures equated to a decrease of \$74 for the
128 Town user and an increase of \$46 for the Village user. Mr. Mertens asked was 200 gallons of water
129 per day for a family of four? Ms. Morrisseau replied that she believed it was for a family of four
130 and stated that in the Village a family of four used an average of 165 gallons of water per day. Mr.
131 Blanchard asked what the increased cost would be for the Village, and Ms. Morrisseau stated that
132 with the FY'06 budget, the estimation was that the cost would be an increase of \$46 dollars for the
133 Village user and a decrease of \$74 for the Town user.

134
135 With regards to the next graph, Ms. Morrisseau explained that it showed the projected trend for the
136 future merged community beginning with the FY '06 to the year 2015. She stated that the projected
137 increase for the Village was 3.9% per year, for the Town was 2% per year and for the merged
138 community was between the two. Mr. Mertens asked if it was fair to assume that this graph did not
139 include any capital improvements that were required for 2015, and Ms. Morrisseau agreed. She

140 explained that all the budgets in the Village and Town had money for capital improvement. Mr.
141 Mertens suggested that if a major improvement were to occur in 2012, for example, it would cause
142 a change in the graph. Mr. Safford clarified that the Village set aside a sum of money every year to
143 be transferred from the operating budget into the capital fund and therefore would not be affected
144 by capital improvement, unless something extraordinary occurred, such as capacity expansion. Mr.
145 Mertens considered expansion to be a significant addition that was not reflected in the graph, and
146 Ms. Morrisseau agreed. Mr. Mertens asked if there was a major improvement projection in the
147 master plan? Mr. Lutz, with regards to the Town, stated that at the present time, the Town had some
148 money in their capital funds to use for a sewer line on River Road, which would happen this
149 summer, etc. He stated that there were also some plans to upgrade Alder Brook Pump Station,
150 which might use a little more than what was in the account. He stated that in the Town, taking into
151 account their water/sewer system and future growth and projects per the Town's allocation policy,
152 the Town could enter 2015, or even 2020, with no major improvements other than replacing pumps.
153 However, it did not take into account of some new major industry or major plan expansion. He
154 reiterated that up until now, the expansions that had been built were paid for by developers or by
155 users paying a surcharge as explained by Ms. Morrisseau. Mr. Mertens confirmed that based on
156 normal expansion through 2015, the budget would remain somewhat stable. Mr. Safford stated that
157 it was an unknown every year as there was more and more regulation such as water and sewer,
158 terrorism planning, etc. However, he did not think there was any significant change that they could
159 easily predict. Mr. Scheidel, in response to Mr. Mertens concern about significant changes that
160 could potentially affect the rates, added that the Town of Williston was in that situation of having a
161 significant impact to their rates because they were always in need of more capacity. Mr. Safford
162 reminded members that IBM was another large factor in the equation as it used 4 million gallons of
163 water a day. He explained that there was an agreement directly through the Village that IBM pays a
164 percentage of the Village operating budget. However, it would be different in a merged community
165 if capital expansion was needed and affected the infrastructure of the Champlain Water District.
166 Therefore, Mr. Safford suggested that although there might be a change in the slope of the graph, as
167 a result of IBM in the future, it would not necessarily change the operating rates. Mr. Scheidel
168 added that the age of the water/sewer lines would probably be the determining factor of the
169 expected need for improvements, so that the older lines would need to be improved more
170 immediately. Ms. Morrisseau concluded her presentation by saying that she would provide updated
171 numbers, based on the approved FY'07 water and sewer budgets, to the members as soon as
172 possible.

173

174 Mr. Safford referred members to the information related to debt and comparative tax rates, real
175 versus effective. Mr. Scheidel added that there was information also from the Vermont Bond
176 Banks, which gave a snapshot of what the major procedures and amounts would be throughout the
177 state for all communities of all sizes. He stated that most of the small communities that needed
178 large amounts of money were mandated to go through the Bond Bank. Mr. Sweeney asked if the
179 Town was in good standing with the bond interest? Mr. Scheidel stated that a community's rating
180 was related more to a function of need and what got approved and what didn't. He stated that the
181 great benefit of the Bond Bank was that no one small municipality had to go to Standard and Poors
182 and go through the process of achieving a rating. Most of the communities could probably not
183 receive a good rating independently, but collectively, communities were able to receive a terrific
184 rating.

185

186 Ms. Morrisseau, referred members to the handout that compared communities and their debt. She
187 stated that Colchester had \$2.9 million dollars in general fund debt and \$2.7 of utility debt, which
188 was an interesting comparison to the debt for a merged community. Mr. Mertens wanted to know
189 the population of Colchester, and Mr. Scheidel replied that it was about 18,000 people. Mr.
190 Mertens, in regards to the effective tax rates, asked why the Town of Essex Junction rates would
191 decrease? Ms. Morrisseau explained that every community had a different grand list with a different
192 common level of appraisal and each community was on a different cycle for re-evaluation. Mr.
193 Sweeney noted that Burlington just finished their re-evaluation, and Ms. Morrisseau stated that
194 Burlington's appraisal was over 100% in the annual report of the property evaluation. She added
195 that the first year of re-appraisal was always over 100%. Mr. Mertens asked whether the fact that
196 Essex dropped from second or third highest down to the fourth highest was a positive result? Ms.
197 Morrisseau felt it was positive, and Mr. Mertens asked why that occurred. Ms. Morrisseau
198 explained that the change was due to the Common Level of Appraisal(CLA) and the adjustment of
199 the grand list to equalize it to other communities. Essex' grand list was worth more than what was
200 "on the books" so the tax rate would decrease compared to other communities. Mr. Sweeney
201 pointed out that the first graph showed the raw tax rate, which wasn't necessarily accurate, as it was
202 not adjusted for fair comparisons. In his opinion, Mr. Sweeney felt that those figures should include
203 the CLA, which affected the number. The effective tax rates graph generated more accurate figures
204 because it included the CLA tax, which was more equalized, similarly to how the State calculated
205 the state school tax. He explained that the State used the CLA to adjust each town because of the
206 inequality of just comparing the raw numbers and raw numbers shouldn't be compared because of
207 the appraisal differences. Mr. Mertens suggested that the members should make reference to the
208 effective tax rates as a more accurate representation when asked about this issue, and Ms.
209 Morrisseau agreed. Mr. Sweeney added, if you wanted to compare the towns. Mr. Lajza felt
210 positive about where the new merged community was on the graph and felt comfortable with this
211 projected information. Mr. Sweeney asked if there were any more questions.

212

213 Mr. Mertens had a question about the handout on long-term debt. Ms. Morrisseau explained that
214 Mr. Fisher calculated this information, and Mr. Mertens understood and suggested that she make a
215 best effort attempt to answer his question. Mr. Mertens clarified that Colchester's debt was \$2.8
216 million dollars plus \$2.9 million dollars. Ms. Morrisseau confirmed that Colchester's debt was \$2.9
217 million in general fund debt and \$2.7 million in utility debt. Mr. Mertens confirmed that the total
218 debt for Colchester was about \$5.6 million. It was confirmed that the total debt for a merged
219 community would be \$2.4 million. Mr. Mertens concluded that the merged community would have
220 half the debt of a neighboring community. Mr. Sweeney asked if there were any other questions.

221

222 Mr. Blanchard confirmed with Mr. Safford that some of the reasons the Village put aside a penny
223 every year in capital funds was for vehicles and rolling stock, etc. Mr. Safford explained that for a
224 number of years, the Village had a "pay as you go" philosophy, but other communities had different
225 philosophies. He stated that the community's philosophy of methodology for this issue depended on
226 the culture, needs, interest rates and debt history of the community. Some communities were debt-
227 oriented, some were "pay as you go capital plan", and most communities were a combination of
228 both. Mr. Blanchard clarified that the Town was also a "pay as you go" community. Mr. Scheidel
229 confirmed that the Town began with a capital penny in 1994 and just recently approved another
230 capital penny, but prior to that, it was a "pay as you go" or "pay as you could convince others to
231 approve it at the polls". Mr. Blanchard wondered whether other towns had a capital penny. Mr.

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232 Safford stated that a capital penny was standard operating procedure and was encouraged in today's
233 communities, particularly for middle to larger sized communities. Mr. Scheidel added that most
234 state laws required a five-year capital plan in the budget, but not necessarily requiring the towns to
235 fund 100% of all the identified projects. He explained that towns with growth had a much larger
236 capital budget due to infrastructure needs, etc., whereas that was not true for smaller communities,
237 which made up much of Vermont. He agreed with Mr. Safford in that the methodology was related
238 to the local culture and needs and what they could afford. Towns that had a very diverse tax base
239 and didn't have the advantage of a bond bank, had to be more creative with their financing to
240 prepare themselves for bond rating. In those cases, the towns would cut their budget a 10 or 15%
241 contingency fund each and every year, which meant they would tax the residents to increase their
242 cash on hand. Then when they went to New York for a review, they could show that they had cash
243 on hand regardless of past audits and have the necessary amount of money to pay for an
244 unanticipated expenditure, which was viewed positively in the bond market and improved the
245 chances for more favorable rates. He stated that it was an interesting dynamic to try to convince the
246 taxpayer in this situation to support a higher tax rate for money the taxpayers wouldn't spend,
247 unless it was an emergency. However, it did provide better leverage to receive a better bond rating
248 in New York and stated that Essex was in good standing. Mr. Mertens asked if every community
249 paid the same rate for bond rates? Mr. Scheidel explained that the rate for the Bond Bank was set
250 by rating agencies such as Standard and Poors. Smaller communities had the advantage of utilizing
251 the rate after it had been set when they sold bonds for their projects, and Mr. Scheidel supported
252 this idea as a good one.

253

254 Mr. Sweeney remembered that the members had requested a list of capital funds. He asked if there
255 was capital accumulating in the sewer? Mr. Scheidel explained that there were different capital
256 funds for specific purposes. He thought the staff had provided the members with a list of capital
257 funds earlier in the year, but stated that they would provide that to the members again. Mr. Scheidel
258 explained that the Sewer and Water fund had to be kept separate from the Enterprise Funds so that
259 there was no co-mingling of that capital with the General Fund. Mr. Sweeney asked if the Village
260 had an Enterprise Fund for the sewer operation. Mr. Safford replied that wastewater was part of the
261 tri-town, so it was a joint capital reserve fund, but the staff could provide them with a list from the
262 last audit that showed fund balances on each one of the major reserve funds if the members would
263 like that information. Mr. Sweeney felt that an inventory would be helpful. Mr. Scheidel stated that
264 the staff had identified each of the differences in the reserved and unreserved fund balances and if
265 he remembered correctly, the Town had \$235,000 in an unreserved fund balance, with the rest
266 being reserved money for specific uses. He noted that fund balance did not necessarily equate to
267 cash and clarified that the members were interested in knowing how much cash there was as
268 opposed to fund balances. Mr. Sweeney agreed that he would prefer figures that were actual and not
269 theoretical. Ms. Morrisseau clarified that Mr. Sweeney wanted to know the exact cash available, but
270 members confirmed that they wanted the fund balances, and staff understood.

271

272 Mr. Sweeney, with regards to Mr. Nye's question in a past meeting, asked what would happen to the
273 fund balances in a merged community? Mr. Scheidel stated that he guessed that as long as the
274 purpose for the various reserved fund balances remained the same, the balances would merge much
275 like everything else. He felt that there would be an issue if there were fund balances for unique and
276 specific projects. Ms. Billado, referring to the rolling stock fund for replacements, stated that the
277 rolling stock fund would still be scheduled for replacements in a merged community. Mr. Safford

278 reminded the members that both communities would still be operating and were at liberty to spend
279 those funds prior to the effective date of merger, regardless of whether or not assets or liabilities
280 that would fold into the new corporation. Mr. Scheidel suggested that, hypothetically, if the Village
281 wanted to spend the rolling stock fund as an asset, whether it was cash or rolling stock, it could in a
282 merged community, unless it changed the purpose of the fund. Mr. Safford agreed that unless the
283 Village wanted to change the purpose of the money, whether it was fund balance cash or a fire
284 truck, it was still an asset available to the merged entity. Mr. Sweeney asked if there were any
285 further questions on the financial discussion, and there were none.

286

287 Mr. Safford recommended that at some point there should be language included in the plan of
288 merger regarding the number of water/sewer district and surcharges, etc. He stated that the staff had
289 some draft language as a starting point, or members could have a discussion on it first. Mr.
290 Sweeney confirmed that the staff had some draft language, but wondered if they should wait for a
291 future meeting when members felt more prepared to discuss it. Mr. Sweeney agreed that at some
292 point, water/sewer districts needed discussion, but was not in favor of discussing it that night with
293 so many members not present. Mr. Scheidel stated that there were currently two situations in the
294 Town where individuals decided to pay jointly for sewer line and only those users were repaying
295 that debt. He felt, therefore, that if the members were considering one district, there would still have
296 to be some exceptions because no one else should have to pay for that utility that was a direct
297 benefit to a specific group of people in the community. Mr. Scheidel recommended that those
298 particular situations be preserved in a future merged environment.

299

300 Mr. Sweeney thanked the staff for their Financial Presentation.

301

302 **Review Proposed Town of Essex Junction Charter: Proposed changes to transition sections (e)**
303 **and (h).**

304

305 Mr. Sweeney referred members to the updated charter in their packets on page 15, subsection (e)
306 Transition Committee. Mr. Sweeney took note of the changes that Mr. Odit made in regards to the
307 intent of the last meeting. Mr. Mertens commented that the language did not include that there
308 would be ten members on the Transition Committee. Mr. Sweeney quoted section (e), "An equal
309 number of members of the town selectboard and of the village trustees appointed by the respective
310 legislative bodies shall comprise a transition committee to address the details and issues relating to
311 the transition from a town and village to the new town. The transition committee with the assistance
312 of the respective managers shall develop recommendations for whatever proposals or policies are
313 needed to ensure a smooth transition. The Town council may implement such proposals once the
314 charter becomes effective. No individual who simultaneously serves on the village board of trustees
315 and town of essex selectboard at the time of appointment of the transition committee members shall
316 be eligible for appointment to such committee. In no event shall the transition committee consist of
317 less than three trustees and three selectpersons."

318

319 Mr. Sweeney asked if there were any comments or discussion on section (e). Mr. Mertens pointed
320 out that the language did not clarify that the Transition Committee would begin preferably with 10
321 members. Mr. Sweeney agreed and recalled that they had discussed having five members from the
322 Trustees and five from the Selectboard, except if a member was on both Boards. Mr. Lajza
323 commented that the language was acceptable, but he was certainly in favor of adding that there

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324 would be ten members since he felt both Boards would want ten eligible members to minimize the
325 work load for individuals. He suggested adding, “will consist of five and five unless”. Mr. Mertens
326 felt the last sentence addressed the problem of a member potentially having more than one vote.
327 Mr. Odit confirmed that the members still wanted language to clarify that there would be an equal
328 number of members on the Transition Committee, and members agreed. Mr. Mertens stated that
329 there was sufficient language in the first sentence to address the issue of having an equal number of
330 members. Mr. Sweeney explained to Mr. Odit that the Task Force wanted language to express that
331 the objective was to have five and five unless there was an individual who was serving on both
332 boards. Mr. Lajza suggested adding, “An optimum number of transition committee would be five
333 and five.”, after the last sentence in (e). Mr. Sweeney offered language that stated that, “the
334 desirable size of the transition committee would be five and five and then, “in no event”. Mr.
335 Sweeney asked Mr. Odit if he could edit the language, and Mr. Odit agreed. Mr. Sweeney clarified
336 that there would be an objective of five and five, but no less than three and three. Ms. Wrenner
337 stated that there could still be someone on the Selectboard who was not a Trustee, but lived in the
338 Village. Mr. Sweeney clarified that his concern was that a Trustee member might also become a
339 Selectboard member, which would allow that member two votes and that it wasn't a concern to him
340 that a person from the Village was on the Selectboard, and Ms. Wrenner understood.

341

342 In regards to section (h), Personnel, Mr. Sweeney noted that there were some edits as well based on
343 the discussion of the last meeting. He quoted (h) , “The transition committee described in
344 subsection (d) of this section shall develop a transitional personnel plan and make recommendations
345 to meet the Town's needs. The Town council may implement such proposal once the charter
346 becomes effective. Employees of the Town of Essex and the Village of Essex Junction shall
347 become employees of the Town of Essex Junction and come under the town of Essex Personnel
348 Regulations in effect as of 6/30/08. The dates of hire with the Town of Essex and the Village of
349 Essex Junction will be used as the dates of hire for purposes related to benefits with the Town of
350 Essex Junction and all accrued benefits shall carry over. Any full-time village or town employee
351 who is not offered a position with the Town of Essex Junction at equivalent pay or is laid off within
352 one year of the effective date of merger as a result of reorganization shall be entitled to severance in
353 accordance with this section. A full-time department head (including the assistant town manager)
354 shall be entitled to six (6)months of salary and benefits. All other full-time employees shall be
355 entitled to three (3) months of salary and health benefits. In the event that an employee is entitled to
356 more severance under union agreements, employee contracts, and/or personnel regulations, other
357 than accrued vacation time, the union agreement, employee contract, and/or personnel regulations
358 shall prevail and no severance under this section shall be provided.”

359

360 Mr. Safford referred to the first paragraph in (h) and questioned the language, “transitional plan”
361 and questioned whether it referred to the Town of Essex personnel regulations or personnel plan
362 organizational structure and paying classification. He stated that it was contradictory with section
363 (e) in Transitions, where it stated that the Town of Essex personnel regulations would be used
364 during the Transition. Mr. Odit felt the intent of the language “personnel plan” was not to develop
365 policies, but rather to organize the roles of the employees on the first day of work. Mr. Safford
366 suggested using “organizational structure and pay and classification system or organizational chart”
367 instead of “transitional plan”. Mr. Scheidel stated that one task that needed to be accomplished in
368 regards to Personnel was the paying classification plan, which should be completed either after the
369 affirmative vote or one of the first things ordered by the new Town Council. In this way, the

370 employees would understand new job duties and compensation for those duties. Mr. Safford
371 recommended the language, “pay and classification plan” rather than “personnel plan” and asked
372 Mr. Scheidel if union agreements were a factor. Mr. Scheidel said he could think of one situation
373 that would be a factor. Mr. Safford argued that some employees might confuse personnel plan with
374 personnel regulations. Mr. Sweeney confirmed with Mr. Safford that he was suggesting striking,
375 “personnel plan” and replacing it with “pay and classification plan”. Mr. Mertens wondered about
376 the organization chart. Mr. Safford reminded the members that they had adopted an organization
377 chart for the plan of merger and that the legislative body could change that at their will. Mr. Lajza
378 did not think they had to add anything about the organization chart in this section. Mr. Blanchard
379 asked if it was all new language, and Mr. Sweeney agreed. Mr. Blanchard assumed that the Town
380 already had a severance package. Members told him that the Village had one, but that the Town did
381 not. Ms. Billado explained to Mr. Blanchard that the members basically used the Village language
382 for a severance package for the charter, so any employee could have the benefit of a severance
383 package. Members confirmed that this was the level of severance pay for the Village currently. Mr.
384 Sweeney pointed out that the language between six months and three months was inconsistent. It
385 stated “six (6) months of salary and benefits” and “three (3) months of salary and health benefits”.
386 Members and staff deliberated the definition of benefits and how it was stated in the Village and
387 clarified the accruing of benefits before and after a lay-off situation. Mr. Safford felt that they
388 should make it specific to health benefits, which included dental, health care and eye care. Mr.
389 Mertens asked whether health benefits was the cumulative word or whether they had to be specific
390 to include dental, health and eye care in to the language. Mr. Scheidel felt it was important to leave
391 that decision to the new Town Council, which would define health benefits. Mr. Mertens felt it was
392 more commonly health benefits, and Mr. Safford said that was the intent. It was decided that the
393 exact language should be researched more and be consistent, and that the staff would return with a
394 recommendation. Mr. Safford confirmed with members that, other than those two comments, the
395 language in (h) was otherwise satisfactory, and members did not have any further comments or
396 discussion. Mr. Sweeney concluded that the staff would make those two minor updates to be
397 reviewed at the next meeting.

398

399 **Review Outline of Final MTF report to Selectman and Trustees**

400

401 Mr. Sweeney explained that he and Mr. Mertens drafted an outline for the summary of the
402 highlights in the Task Force discussions for the Trustees and Selectboard. He noted that he did not
403 receive any comments via e-mail by members. Mr. Sweeney stated that first, he realized from
404 preparing this outline, more discussion was needed in certain areas and second, the staff could
405 begin drafting some verbiage for those areas that were already finalized, such as library and fire. He
406 stated that, hopefully, in a few weeks, the Task Force would have a final report. He asked members
407 how they would like to proceed. Mr. Mertens felt they should create a time line of their work being
408 completed and find an end date for this process. Mr. Sweeney suggested discussing whether there
409 were comments on the outline before discussing Mr. Mertens' suggestion.

410

411 Mr. Lajza commented that the outline seemed lengthy and was in favor of making the summary
412 brief. He wanted to clarify what exactly would be included as paragraphs because between the
413 minutes and documents attached, he felt there was enough information. He also argued that the
414 Task Force members would be available to answer questions from the Selectboard and Trustees,
415 whether they wanted to speak with specific members or meet with them as a whole. Mr. Safford

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416 confirmed that there were two sets of attachments that members wanted to include, which were the
417 organizational chart and the financial graphs that were given last meeting and this meeting. He
418 asked if there were any other attachments they wanted to include. Mr. Sweeney agreed with
419 including the attachments from the Financial Discussion. Mr. Safford reminded the members of the
420 election table that showed the length of terms for elected officials. Mr. Sweeney stated that he listed
421 the attachments that should be included on the outline and did not want to hand the Trustees and
422 Selectboard members a lengthy document. He wanted to create a summary of information of
423 important decisions such as the fire department organization chart. Mr. Safford questioned whether
424 those decisions meant that the Task Force approved and recommended to the legislative bodies, for
425 example, the organization chart that the Manager shall appoint the Fire Chief as with all other
426 departments. He asked whether the Task Force was endorsing the ideas from all the other
427 departments and asked how much the members wanted to discuss in the summary as having been
428 endorsed by the Task Force. As he understood it, with regards to the Recreation Department, the
429 concept in a merged community was that there would be a Recreation Department with a
430 Recreation Director under the municipal government, but was not sure if the members wanted to
431 include other information as well. Mr. Sweeney added that was why he thought this issue should be
432 discussed since there might be a difference of opinion on the presentation of the summary. The
433 reason why he felt the Fire Department Organization Chart was important was because the Fire
434 Chiefs offered a joint recommendation. Mr. Safford pointed out that the big decision in that case
435 was that the Fire Department would have a Fire Chief appointed by the Manager. Mr. Sweeney
436 agreed, but also felt that the Fire Chiefs had presented a collective joint recommendation to the
437 Task Force, which was very powerful and suggested explaining it as, "This was presented by the
438 Joint Fire Chiefs to the Task Force".

439
440 Members and staff deliberated on what was recommended versus what was potentially
441 recommended and who recommended it. Mr. Scheidel reminded members that their charge was to
442 develop a charter. In the charter was the language that explained that there would be one Fire
443 Department with a Chief appointed by the Manager. Mr. Mertens provided some draft language for
444 the explanatory paragraph on the Fire Department that described the positive experience. He
445 quoted, "they (the Fire Chiefs) found significant harmony and the two organizations, though
446 organized differently currently, came together, identified an appropriate way to organize themselves
447 moving forward, and the Merger Task Force has accepted the recommendation that the Fire Chief
448 be appointed." Mr. Mertens stated that the explanatory paragraphs could be just as short as the one
449 he suggested. He also was not opposed to including an appendix to show their proposed
450 organization because he did not know how else the Transition Committee would receive that
451 information officially. Mr. Safford pointed out that he and Mr. Scheidel didn't review those
452 proposed departmental structures before they were presented to the Task Force. He felt that he
453 didn't review the organization charts enough to make a recommendation and wanted to make clear
454 that the organization charts were provided only as an example of a potential structure. Mr. Sweeney
455 clarified that, in his opinion, the explanatory paragraphs should simply state the facts and
456 information about what the Fire Chiefs recommended to the Task Force, without making any
457 qualifying statement. Ms. Billado asked how the Library Departments recommendation would be
458 presented in the explanatory paragraph when it was one that the Task Force would perhaps not
459 recommend. Mr. Sweeney suggested saying something to the effect of, " they (the Library
460 Directors) recommended one appointed board and because of legal ramifications, the Task Force
461 recommends to begin the merged Library Department with the inclusion of the Brownell Perpetual

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462 Board, but would then recommend the dissolution of the Brownell Perpetual Board with the advice
463 from legal counsel of the process to be followed. Mr. Sweeney added that he would then suggest a
464 quick explanation of why the Task force supported that particular decision also be provided. Mr.
465 Safford, with regards to an organization chart, felt that members were most comfortable with
466 endorsing the Fire Department's recommendation, whereas not as comfortable with the Library and
467 Recreation Departments' recommendations, which would not get mentioned specifically in this
468 summary. Mr. Mertens stated that the Recreation Departments did not give the Task Force an
469 organizational chart. Mr. Sweeney believed that the information about the advisory board and the
470 consensus from the Task Force about that decision should be included. Mr. Scheidel reminded the
471 members that they had decided that the Recreation Department should be a function of the
472 municipal government, which was a decision as a recommendation. Mr. Sweeney viewed the
473 summary as short explanations for each item on the outline, which captured the Task Force's basic
474 thoughts, the reasons why and what the Task Force recommended. He added that, obviously, the
475 legislative bodies could change any of those decisions. Mr. Safford cautioned the members to
476 clarify, correct and endorse the summary in case the staff did not have the correct understanding of
477 their common intent.

478

479 Mr. Mertens felt that once they received some draft language, the members could review it as
480 necessary. Mr. Lajza cautioned the members from developing language that would interfere with
481 the work of the new Manager and Council. Mr. Sweeney reminded members that the summary was
482 only recommendations and that it would be interesting to see the changes made by the Selectboard
483 and the Trustees. Mr. Safford confirmed with the members that their intent was to explain the
484 organizations at the department head level and not necessarily in detail about employees within the
485 organizations, which would be the purview of the new Town Council. Members determined that the
486 staff would return in two weeks with draft language for the summary. Mr. Scheidel asked about the
487 end date for the meetings. Ms. Billado suggested Memorial Day as the end date. Mr. Mertens felt
488 the sooner the better and it was determined that each item of the summary would have a simple
489 explanatory paragraph. Mr. Scheidel suggested allowing two weeks for them to draft some
490 language for the outline, and members agreed.

491

492 Mr. Scheidel, with respect to Planning and Zoning, stated that this topic would require a schedule
493 or projection. In speaking with the new Community Developer and thinking through the process of
494 adopting a new Town plan and adopting zoning ordinances and subdivision regulations, Mr.
495 Scheidel stated that the Town would probably be done with this process at the same time it would
496 be necessary to do it all over again in a merged community with a new organization. He explained
497 that the process would take two or three years and the differences between the communities would
498 become quite apparent. He reminded the members that Planning and Zoning involved financial
499 investments and assumptions on zoning regulations. He explained that there would be some
500 expectations from applicants during a particular time with particular regulations and particular
501 understandings and final decisions. He stated that if the new Council wanted to address this issue,
502 they could be in court a lot. Mr. Scheidel advised that the Planning and Zoning be defined in
503 accordance with common sense and state law to make sure that both developers and the community
504 were protected, and he recommended that the Task Force "red flag" Planning and Zoning on the
505 outline for the legislative bodies. This would also include the institutional memory that was so
506 important to maintain through this process. He cautioned the members to remember the importance
507 of addressing this issue. Mr. Safford pointed out that Planning and Zoning would probably be one

508 of the most major tasks to endure over the transition and post-transition period. He agreed with Mr.
509 Scheidel that the issue was very important as ordinances were being merged and complex legal
510 documents were in existence simultaneously with a lot of rights vested and protections for the
511 health, safety and wealthy of the public. He noted that there were employees in both organizations
512 that understood the specifics of what the documents contained and what they didn't while they were
513 both being administered. Mr. Safford stated that it would be a significant task to combine the two
514 documents together, and he felt the community should be educated and informed about this task.
515 Mr. Sweeney remarked that there had been a lot of questions from the public about this issue, which
516 he was in favor of addressing. Mr. Scheidel suggested language that described the thoughts from
517 the Task Force, their recommendation and the statement that it was in compliance with ordinances
518 and laws.

519

520 Mr. Mertens referred members to item II, 6. of the Outline, titled, Charter-explanatory paragraph
521 (highlight significant changes). He felt there was some overlapping with that item and item III. He
522 asked if the members should collectively review the Charter to determine the significant decisions,
523 unless there was already a consensus as to what was significant. Mr. Safford stated that the staff
524 had a sense of the significant decisions that had been made and if the members felt something was
525 missing to just let them know. Mr. Sweeney offered an example of one significant topic as "term
526 limits". Mr. Lajza added that, in the Town, the idea of a "severance package" was new and
527 significant. Mr. Sweeney reminded the staff that he did not think the summary had to be a long
528 document, but highlighted decisions. Mr. Scheidel commented that the significant items could be
529 determined by looking at the length of paragraphs in the minutes. Mr. Safford reassured the
530 members that if they felt a significant decision had been missed, they could let the staff know, and
531 it would be added to the summary. Mr. Blanchard felt that the Chairs had done a great service to the
532 Task force by preparing this outline, and members agreed. Mr. Sweeney asked if there was any
533 further discussion about the outline, and there was none.

534

535 **Future Agenda Items**

536

537 Mr. Sweeney asked the Task Force members if they wanted to meet next week or to wait two weeks
538 when the draft language for the summary would be ready. He questioned what topics would be on
539 the Agenda if they had a meeting next week. Mr. Mertens stated that in lieu of a meeting, the staff
540 could complete their tasks and e-mail them to the members. Mr. Safford was in favor of the staff
541 presenting a completed draft document in two weeks. He noted that the members had asked for
542 language related to water and sewer and more information on finances. In addition, he suggested
543 that a discussion on contracts was still pending, but that the IBM agreement had been discussed.
544 Therefore Mr. Safford was not sure what would be on the agenda for next week. Mr. Odit stated
545 that it would be easier to get more accomplished in two weeks if the staff did not have to prepare
546 for another meeting next week, and members agreed. Mr. Safford suggested that the staff prepare
547 the requested materials for a meeting in two weeks because e-mailing everyone could become
548 confusing and time-consuming. Mr. Sweeney concluded that the consensus was to cancel the
549 meeting for next week to allow staff time to complete the work on all the language requested from
550 the Task Force that night, instead of preparing for a meeting. He stated that the Task Force would
551 then reconvene in two weeks, and members agreed.

552

553 **Public Input-General Comments**

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554

555 Mr. Mertens shared with the Task Force members that he recently saw Mr. Al Overton, who wanted
556 to express that one of his prize possessions was the signed Resolution sent to him by the Task
557 Force. Mr. Mertens stated that Mr. Al Overton wanted the members to know how very appreciative
558 he was to receive the Resolution.

559

560 There was no public input.

561

562 **RENE BLANCHARD MOVED AND HANS MERTENS SECONDED A MOTION TO**
563 **ADJOURN.**

564

565 **THE MOTION PASSED 6-0.**

566

567 **Respectfully submitted,**

568

569 *Saramichelle Stultz*

570

571 *Saramichelle Stultz*

572 Recording Secretary

573

574

575

576 (THESE MINUTES ARE SUBJECT TO CHANGE AT THE NEXT MERGER TASK FORCE
577 MEETING)

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**MERGER TASK FORCE
ESSEX/ESSEX JUNCTION
MEETING MINUTES
May 17, 2006**

MEMBERS PRESENT: Hans Mertens, Hugh Sweeney, Linda Myers, John Lajza, Deb Billado, Irene Wrenner, Barbara Higgins, Rene Blanchard.

STAFF PRESENT: Charles Safford, Village Manager; Pat Scheidel, Town Manager; Todd Odit, Assistant Town Manager.

OTHERS PRESENT: Chuck Lloyd, Bob Marcotte.

BUSINESS AGENDA

Public Input on Agenda Items

There was no public input.

Approve minutes of May 3, 2006

DEB BILLADO MOVED AND JOHN LAJZA SECONDED A MOTION TO APPROVE THE MINUTES OF MAY 3, 2006 WITH THE FOLLOWING CORRECTIONS:

Line 71: Replace “payed” with “paid”. Line 122: Replace “should” with “showed”. Line 157: After “unknown” strike “as”, Replace “,” with “as”, replace “underwater sewer” with “water and sewer”. Line 191: Replace “State town” with “common”. Line 265: Replace “equal” with “equate”. Line 306: Replace “included” with “include that”.

THE MOTION PASSED 6-0-2. (Linda Myers and Rene Blanchard abstained as they were not present at the May 3, 2006 meeting)

Review Proposed Town of Essex Junction Charter-Proposed Changes to Transition Sections (e) and (h).

Mr. Mertens asked if Mr. Odit would comment on the changes made to section (e). Mr. Odit reminded the Task Force members that Mr. Sweeney had requested that “five members from each Board” be specifically included in this section but Mr. Odit said he used the word “all” instead of “five.” Mr. Sweeney asked for clarification as to “All members” and “appointed by the respective legislative bodies”. Mr. Odit clarified that “appointed by the respective legislative bodies” could be deleted. Ms. Myers felt that “All members” was acceptable and agreed that “appointed by the respective legislative bodies” should be stricken from the paragraph. Mr. Mertens requested a final reading of the revised sentence. Mr. Sweeney asked if the language was clear enough should it occur that there were less than five members from each Board. Ms. Myers pointed out that in the scenario that one member should serve on both boards and hold two votes, the number of members would automatically decrease to four on each Board because the two seats that the one member

48 held would be eliminated, and Mr. Sweeney understood. Mr. Mertens confirmed that there was a
49 consensus to accept Transitions, section (e), and members agreed.

50

51 With regards to Transition section (h), Ms. Myers pointed out that the (d) in section (h) should be
52 changed to (e), and members agreed. Mr. Mertens asked Mr. Odit to explain the revisions to section
53 (h). Mr. Odit explained that first, he included language, for clarity reasons, that the personnel
54 regulations from the Town would be carried over to the new entity until amended by the new Town
55 Council. Mr. Odit next explained that the fourth paragraph was revised to include language from
56 Mr. Safford that related to severance with regards to health benefits, and he pointed out that the
57 new language was in bold for review by the members. Mr. Safford explained that the new language
58 was to clarify the meaning of benefits so that it was clear that vacation was not accrued and health
59 club memberships and so forth would not continue in the case of a layoff. Mr. Mertens asked Mr.
60 Scheidel if he and Mr. Safford had reviewed this paragraph and whether they approved of it, and
61 Mr. Scheidel stated, yes. Mr. Sweeney asked the Managers if legal counsel should be consulted to
62 review the Charter? Mr. Safford recommended legal review of the Charter either at this point by the
63 Task Force or later by the legislative bodies, but definitely before the Charter was presented to the
64 Legislature. Mr. Scheidel recommended that the Charter be reviewed by legal counsel at this point,
65 at the request of the Task Force, before being presented to the Selectboard and the Trustees, so that
66 the Boards would already have answers to the legal questions. Mr. Scheidel added that then the
67 lawyers would only have to review the Charter changes made by the Boards. Ms. Myers confirmed
68 that Mr. Scheidel believed that the Task Force should have the lawyers review the Charter before it
69 was presented to the Boards. Mr. Scheidel agreed and added that in doing so, would make the Task
70 Force's recommendations legally sound, and members agreed. Mr. Mertens confirmed that the
71 Managers would arrange a review of the Charter with the lawyers. Mr. Mertens asked if the legal
72 review would occur as a priority, and the Managers replied that they would make it a priority with
73 the lawyers since the Task Force was at the end of its process. Mr. Mertens felt it would be optimal
74 to have the legal review completed at the same time as the Task Force was finalizing the
75 Transmittal Document.

76

77 Mr. Safford reminded the members that additional language was necessary in regards to water and
78 sewer district and proposed draft language that supported one water and sewer district, which he
79 recommended be reviewed by the members that night. Mr. Sweeney confirmed that the staff had
80 additional language for the Charter to be considered, and Mr. Safford explained that the Task Force
81 had not yet made a decision regarding water and sewer and circulated the draft language to the
82 members. Mr. Mertens asked if Mr. Safford had a recommendation for the location of this new
83 language in the Charter. Mr. Safford suggested making it a new section after (j) Finances and
84 before (k) Intergovernmental Relations. Mr. Mertens confirmed with Mr. Safford that he was
85 referring to the Transition section. Mr. Mertens suggested making it (o) in the Transition section,
86 and members were opposed to this suggestion. Ms. Myers recommend the new language being
87 inserted after (i) Contracts, and Ms. Higgins asked whether her whether it should be inserted after
88 (i) contracts or after (j) Finances. Ms. Myers confirmed her opinion that the new language be
89 inserted after (i) Contracts. Mr. Mertens suggested heading the new language as section (j) and
90 then renumbering the rest of the sections. Mr. Safford asked if members were in agreement with the
91 new language, and Mr. Mertens suggested Mr. Safford explain it to the members. Mr. Safford
92 quoted, "Water & Sewer District: The Town of Essex Junction shall have one sewer district and one
93 water district, each under the control of a Board of Water and Sewer Commissioners consisting of

94 the Town Council ex officio.” He explained that this sentence defined that the Town Council was
95 automatically the Board of Water and Sewer Commissioners and that there would be one water and
96 sewer district. He quoted the next sentence, “Operational and maintenance costs of the existing
97 water and sewer system, and the funding of reserves therefore, shall be paid by the users thereof
98 though rates and charges established from time to time by the Town Council.” He explained this
99 sentence indicates that the rates are to be set on an annual basis. He continued, “Cost attributable to
100 specific users through a special assessment, surcharge or other contractual arrangement shall
101 continue to be assessed to the specific users until they are paid in full.” He explained that the Town
102 had some users paying a percentage for line extension and pump station improvements to provide
103 them with service or to increase capacity. The language made it clear that those users would
104 continue to be responsible for paying off the surcharge until it was paid off in full. Mr. Safford
105 commented that in the future, the community could develop new arrangements. Mr. Blanchard
106 asked Mr. Scheidel if the Town required individuals to hook up to the sewer. Mr. Scheidel replied
107 that for residents within the sewer core who had a sewer line running by their house, they were
108 required to connect if they sold their house or their system failed.

109

110 Mr. Sweeney asked Mr. Safford why he recommended the new language be located in the
111 Transition section rather than in the Charter. He understood that once the community was merged,
112 the Transition section ceased to exist. Mr. Safford agreed that some items in the Transition section
113 would dissolve but that some would continue to exist. He explained that the Plan of Merger did not
114 necessarily dissipate because some of the issues might be residual. Mr. Sweeney recalled that Mr.
115 Al Overton mentioned that the Transition section would dissipate after the community merged. Mr.
116 Safford disagreed and referred to the Statutes that had Plans of Merger with their Charters. Mr.
117 Sweeney asked why the new language would not be located in the Charter. Mr. Scheidel stated that
118 at the present time in the Town, the water and sewer document was an ordinance and was not
119 located in the Charter because changes in the ordinance occurred each time rates were adopted. If
120 water and sewer were located in the Charter, a Charter change would have to occur every time the
121 rates were adopted. Therefore, locating the water and sewer language in the Transition section
122 would address that issue, would define the district and would alert officials to prepare a new
123 budget. Mr. Sweeney confirmed that Mr. Scheidel would assume that the new Town Council
124 would adopt an ordinance consistent with this new language. Mr. Safford added another reason for
125 placing the new language in the Transition section being that it would dissolve the surcharge
126 language, which was more appropriate to plan of merger, but stated that the first part of the
127 language could certainly be put in the Charter. Mr. Scheidel reminded the members that there was
128 also a tri-town agreement with Williston, which was addressed under the Contract section of the
129 document, and Mr. Safford agreed. Mr. Sweeney confirmed that the Managers felt that the new
130 language belonged in the Transition section. Mr. Safford suggested placing the new language in
131 the Transition section at the moment and that they would consult with the legal counsel about
132 whether some of the new language should be injected into the Charter and how that would be done.
133 He assumed that the intent in a merger would be to have one water and sewer district, but pointed
134 out that there might be a situation of an isolated water and sewer district in the future community.
135 He gave Hardwick and Colchester as examples. There were two districts in Hardwick, one district
136 in the former Village of Hardwick and one district in East Hardwick and Colchester had three
137 different water districts. Mr. Sweeney stated that putting the new language in the Charter would
138 preclude that situation, unless the Town Council made a Charter change, and Mr. Safford agreed.
139 Mr. Odit explained that what would normally occur was that when the lawyers looked at the

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140 Transition section and Charter, there would be the effective dates and some repeal dates so that
141 some of the language that did not need to carry on in the Transition section, would be repealed. Mr.
142 Sweeney asked who prepared that, and Mr. Odit replied that it was the job of the Legislative
143 Counsel. Mr. Odit suggested adding, "Until otherwise amended by an ordinance adopted by the
144 Town Council."

145

146 Ms. Billado asked if there was a particular reason why the Task Force had not addressed the water
147 and sewer district issue and whether the issue was already addressed in the second paragraph under
148 (j) Finances. Mr. Safford explained that (j) Finances was more related to contractual obligations. He
149 reminded the members that there had been a discussion on the fact that there were two sewer
150 districts, similarly to two Fire, Library and Recreation Departments. He explained that the new
151 language was a way to address the two water and sewer districts merging into one water and sewer
152 district, which was an important part of the finances in the new community. He informed the
153 members that, in fact, the Village Enterprise Funds were a higher dollar amount than the General
154 Funds, which made them just as significant. He reminded the members that the merger of the water
155 and sewer districts would change rates, which would be of interest to the legislature and the public.

156

157 Mr. Mertens asked if there was any further discussion on the new paragraph (j) Water and Sewer
158 District. He confirmed that there was consensus among the members that the new language would
159 be added with the proviso that it would be reviewed by legal counsel as to whether some of the
160 language should be in the Charter and some in the Transition section.

161

162 Mr. Sweeney asked Mr. Safford if there was any further recommended language from the staff. Mr.
163 Safford explained that Mr. Blanchard had questioned further language with regards to the
164 Recreation Department. He explained that the Trustees entered into an agreement with the
165 Prudential Committee on the Recreation Department and contractually, the new community would
166 be obligated to assume the debt from the Recreation Department. Mr. Safford circulated some
167 suggested language to be placed under the section Finances, so that the new community understood
168 that they would assume the Recreation debt under a merged community. Mr. Sweeney asked for
169 clarification on the agreement between the Trustees and the Prudential Committee. Ms. Billado
170 explained that the agreement was an extension of the Prudential Committee assuming management
171 of the Recreation Department. Mr. Lajza explained that the agreement stated that the Recreation
172 Department would be under the purview of the new municipal government in a merged community.
173 Mr. Safford stated that his proposed language was derived from the agreement, and Mr. Sweeney
174 asked where this new language would be located in the Transition section. Mr. Safford proposed
175 that the language be a third paragraph under Finances and stated that the reason why it should be
176 included was that the debt being assumed by the municipality was a significant change and
177 obligation. Members confirmed that the new language would be titled (k) Finances. Mr. Mertens
178 asked if there were any further handouts from the staff, and there were none.

179

180 **HUGH SWEENEY MOVED AND DEB BILLADO SECONDED A MOTION TO APPROVE**
181 **THE CHARTER AND PLAN OF MERGER, INCLUDING THE CHANGES DISCUSSED**
182 **THAT NIGHT, PENDING LEGAL REVIEW BY THE TOWN AND VILLAGE**
183 **ATTORNEYS.**

184

185 **THE MOTION PASSED 7-1. (Irene Wrenner opposed)**

186

187 Mr. Mertens confirmed with Ms. Wrenner that she did not want further discussion. Mr. Mertens
188 stated that they would await the legal review and address any further issues with the Charter and
189 Plan of Merger as appropriate at that time.

190

191 **Review Draft of the Final MTF Report to the Selectmen and Trustees**

192

193 Mr. Mertens suggested the first review of the draft of the Transmittal Document be for substantial
194 issues as opposed to typographical errors and asked that those errors be presented to Mr. Odit in
195 writing or some other fashion or during the second review. Mr. Sweeney suggested they review the
196 document section by section. With regards to section 1. Introduction, Mr. Mertens asked if there
197 were any comments. Mr. Sweeney, before they began with changes, wanted to thank Mr. Odit for
198 his work as this was a difficult task. Mr. Lajza stated that he liked the introduction, but asked
199 whether members felt that the decision that the Recreation Department would be under the
200 municipal purview should be included after 7). Mr. Sweeney felt the introduction should remain
201 unchanged as it included the charge that the Selectboard and the Trustees gave to the Task Force.
202 Mr. Mertens stated that the Recreation issue was addressed later in the Transmittal Document,
203 which Mr. Lajza understood. Mr. Mertens suggested adding, "and any other important issues." Mr.
204 Lajza felt "other important issues" was a part of the original Charge, but in reviewing the Charge,
205 members determined it was not included. Ms. Myers quoted that the Charge read, "Specific
206 objectives, but are not limited to" and Mr. Lajza understood.

207

208 With regards to section 2, Mr. Mertens proposed that the topics below be numbered so that it
209 related to the heading above, such as 2.1 or 2.2, to reference it more easily. Mr. Mertens asked if
210 there were any revisions to section 2.1, Review Personnel Services, Service Delivery Contracts and
211 Services. Mr. Sweeney commented that there were two issues he wanted to discuss. The first issue
212 was that the personnel contracts were not referenced in this section. He suggested stating what the
213 Personnel contracts were currently in both the Town and Village and stated that there were two
214 main Town contracts that would expire. Mr. Scheidel stated that the expiration was June 30, 2006
215 and were currently being negotiated. Mr. Sweeney was in favor of a statement explaining this
216 information, along with the Village Association contract that expired December 31, 2007. Mr.
217 Scheidel felt that the direction was defined basically as carrying forward all the obligations and
218 personnel contracts into the new entity. Mr. Sweeney stated that he was thinking more of how
219 those contracts would merge together eventually in a new entity. Mr. Safford replied that it
220 remained to be seen. Theoretically, the Village's contract expired December 31, 2007 and would be
221 extended six months and folded into the Town, but there was nothing that would guarantee that as
222 the final result. Mr. Sweeney felt that there must be a strategy, even though he understood that it
223 could not guarantee the end results. Mr. Scheidel explained that the strategy was set by the labor
224 law in the State of Vermont. He did not recognize AFSCME in terms of bargaining for anyone
225 other than the Town employees. On July 1, 2008, the first day of the new Town of Essex Junction,
226 there would probably already be a proposal before the new Town Council at their first meeting to
227 make an addendum to the existing contract. Then when the new negotiations commenced a year
228 from that date, the agreement would be incorporated in with the new contract in effect July 1, 2010.
229 He felt that was the only strategy that would not cause chaos or cause the organization of a new
230 union and was consistent with the language in the Plan of Merger that related to personnel
231 regulations. However, Mr. Scheidel added, a contract could not be discussed until July 1, 2008. Mr.

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232 Sweeney suggested stating in section 2.1 that the Town contract expired on June 30, 2006 and it
233 was in the process of negotiation. Ms. Billado expressed that she felt the Task Force was not
234 making a recommendation with regards to those contracts and therefore, asked Mr. Sweeney why
235 he suggested including them in the Transmittal document. Mr. Sweeney replied that he wanted to
236 reflect in the Transmittal Document the fact that the Task Force was asked to address the issue, and
237 that the members had spent much time discussing it. Mr. Scheidel added that there were also legal
238 obligations. Mr. Sweeney reiterated the suggestion to state that the Town contract expired June 30,
239 2006 and were negotiating new contracts and that the Village contract expired December 2007. He
240 asked the members if they felt this suggestion was acceptable. Mr. Sweeney did not think his
241 suggestion would conflict with state laws or with the Unions and did not see any problem with
242 adding that language. Mr. Lajza stated that the fact that all employees would fall under the Town
243 Personnel regulations was already included and members confirmed that the Personnel regulation
244 issue was addressed in the Transition section, but not the issue of employee contracts. Mr. Lajza
245 agreed with addressing the contractual issues. Mr. Odit agreed to mention that the Personnel
246 regulations would be carried over to the new entity, along with the language regarding severance.
247 Mr. Sweeney expressed that contracts should be addressed in terms of providing a high level
248 strategy, without binding any future Boards to a particular direction.

249

250 Mr. Mertens summarized that that in section 2.1, there would be three topical additions 1)
251 Personnel regulations would carry forward 2) the severance policy and 3) a strategy for the
252 personnel contracts. Mr. Mertens asked Mr. Scheidel to have this language reviewed by the
253 necessary staff, and Mr. Lajza suggested getting a legal opinion. Ms. Myers reminded the members
254 that the Transmittal Document was not a legal document, but rather just a cover letter. Mr. Sweeney
255 clarified that his intent was not to “bind any hands”, but rather to reflect on the lengthy discussions
256 by the Task Force members and their opinion on the direction it might take in a merged community.
257 Mr. Scheidel cautioned the members with developing language that would accidentally have them
258 participating in unfair labor practices, and Mr. Sweeney felt his desire to provide a strategy was to
259 insure the employees of the Task Force's intent. Mr. Mertens asked if there were any other
260 suggestions for section 2.1, and Mr. Sweeney replied, yes. Mr. Sweeney referred to the charge that
261 stated “make recommendations for a consolidated system,” and he made reference to the list of
262 contracts the members reviewed. He felt that section 2.1 defined the existence of the contracts and
263 that there might be some overlap in some of the contracts such as with copiers, etc. Mr. Sweeney
264 asked the Managers if they predicted any problems with the new merged community assuming
265 those contracts, and Mr. Scheidel did not see any problems. Mr. Safford stated that the staff did not
266 see any major issues with the contracts, but suggested “red flagging” the 10% factor related to the
267 IBM agreement. Mr. Sweeney wondered whether the Task Force gave due diligence to the Charge,
268 “making recommendations for a consolidated system.” Mr. Scheidel replied that the members
269 addressed this Charge when they discussed the Organization Chart, and Mr. Sweeney added that
270 was the reason he suggested including Personnel regulations. Mr. Safford did not think there was a
271 lot to say with regards to this part of the Charge. Mr. Sweeney asked Mr. Safford if he felt there
272 were any large opportunities or recommendations to be made? Mr. Lajza asked if all the contracts
273 were one-year contracts. Mr. Safford stated that there was not much work involved with this issue
274 and that it depended on how much detail the members wanted to address. He pointed out that there
275 was the issue of the IBM agreement and the Tri-Town agreement that needed to be amended. Mr.
276 Scheidel explained that the first time this issue was discussed, he consulted the Town Finance
277 Director, Mr. Doug Fisher. Mr. Fisher did not see any problems with the contracts or all the

278 operating equipment because all the vendors contracts needed approval each budget year, there
279 were not many multi-year contracts other than personnel contracts, which were already covered in
280 the Plan of Merger and there were provisions in the contracts that stated “subject to approval...”
281 Mr. Safford stated that the staff made an effort not to enter any long-term agreements and that those
282 in existence were not big issues, such as phones, copiers, etc. He stated that the only substantive
283 financial issue was the IBM agreement that could be compromised if the new community did not
284 comply with the agreement. Mr. Sweeney confirmed that Mr. Safford recommended including a
285 statement about the IBM agreement, and Mr. Safford agreed. Mr. Odit commented that since the
286 Transition Committee was to develop the first budget, the Task Force might recommend to the
287 Transition Committee to review the contracts to determine which ones might not need to be
288 renewed for the first budget year of the new entity. Ms. Myers did not think it was in the purview of
289 the Task Force to make recommendations to the Transition Committee. Mr. Safford reminded the
290 Task Force that they had made a new decision regarding the Sewer and Water district. Mr. Mertens
291 wanted to finish section 2.1, and Mr. Sweeney agreed with the proposed changes in section 2.1.
292

293 With regards to section 2.2, Review and Recommend Solutions to Issues Previously Raised, Mr.
294 Mertens expressed his appreciation for the way Mr. Odit referenced the minutes as it would be
295 helpful to those who would like more detail on the issues. Mr. Sweeney asked why the last sentence
296 would be included, and Mr. Odit stated it referred to a request from the Task Force. Mr. Sweeney
297 stated that he thought the high-level Organization Chart would be attached to the Plan of Merger.
298 Mr. Mertens reminded Mr. Sweeney that the Fire Chiefs gave them a recommended low-level
299 Organization Chart as well. Mr. Odit recalled that the Fire Chiefs presented suggestions to the Task
300 Force that members wanted to include, but not as recommendations from the Task Force. Mr.
301 Sweeney wanted to include the information as the Fire Chiefs' recommendations, but not
302 necessarily the recommendations of the Task Force. After some deliberation, it was determined that
303 the Task Force was recommending that the Fire Chief be appointed in a new merged community.
304

305 Mr. Sweeney referred to the last sentence as sounding negative and asked for members' opinions as
306 to whether they should include it. Ms. Higgins felt that if the Task Force was to attach the
307 documents that included recommendations, it could be construed by the Boards that the Task Force
308 was making those recommendations as well. Mr. Lajza was in favor of deleting the last two
309 sentences, and Mr. Mertens confirmed with the other members that they agreed.
310

311 With regards to the Libraries, Ms. Wrenner suggested adding Boards after Library in the first
312 sentence of 2.2. She reasoned that in the case of the libraries, they were not combining them. Mr.
313 Sweeney stated that they were not only combining the Boards, but there would be only one
314 Director. It was determined that the first sentence included the merging of the Library Departments,
315 and Ms. Wrenner agreed. Mr. Sweeney, in regards to the Library paragraph, suggested including
316 information that currently in the Town, the Selectboard appointed the Director and in the Village,
317 the Manager appointed the Library Director. He felt that the decision to have the Manager appoint
318 one Library Director should be included, and members agreed. Mr. Sweeney was also in favor of
319 including language that referred to the discussions with the Directors and the Chairs of the Library
320 Boards and the resulting recommendation from the Task Force. Mr. Mertens suggested that Mr.
321 Sweeney provide language to Mr. Odit on this topic, and Mr. Sweeney clarified that he would add
322 that the Selectboard appointed the Library Board in the Town and the Town Manager appointed the
323 Library Director and in the Village of Essex Junction, the voters elected a portion of the Library

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324 Board and the Village Manager appointed the Director.
325 With regards to Recreation, Mr. Safford referred to the sentence that stated that the Task Force
326 decided not to recommend the creation of a Recreation Advisory Committee in the Charter. He
327 pointed out that the Council had the authority at whatever time to create any committees they
328 wanted, but that the Task Force did not bind them in the Charter as doing so. Mr. Mertens asked if
329 Mr. Safford was referring to the last sentence, and Mr. Safford agreed. Mr. Mertens recommended
330 deleting the last sentence, and Ms. Myers agreed. Mr. Mertens asked if there was any more
331 discussion on Recreation. Mr. Sweeney was in favor of clarifying the Prudential Committee as
332 being Pre-k through 8 as the school's participation was confusing. Ms. Myers did not think it would
333 be confusing to the Selectboard or Trustees, who would receive this document, but Mr. Sweeney
334 argued that the document would go beyond the Selectboard and Trustees. In addition, Mr. Sweeney
335 referred to "it was decided to recommend that the TOEJ take control" as sounding a little hostile
336 and wanted to change that language. Mr. Odit suggested "assume operation of", and members were
337 in agreement with that recommendation.

338
339 Ms. Wrenner felt it was unnecessary to include "appointing two task force members to meet with
340 two Unification Study Committee members" and felt they could delete that part of the sentence. Mr.
341 Mertens suggested rewording it "Unification Study Committee and additional work by a study
342 committee of two task force members" so they understood there was additional work completed,
343 but he was comfortable with deleting it altogether. Mr. Sweeney pointed out that the School Unified
344 Union Study Committee (SUUSC) did make a recommendation to the Task Force, which was not
345 included in this paragraph. He summarized the process that the two Task Force members met with
346 the SUUSC as a subcommittee and returned with a formal recommendation voted on by the SUUSC
347 members so that in a Unified School District, the Recreation Department should be managed by the
348 Town government. Ms. Higgins felt this information was worth including in this paragraph. Mr.
349 Safford agreed and stated that the Village now had an agreement with the Prudential Committee
350 that if the merger passed, the Recreation Department would be under the purview of the municipal
351 government. Ms. Billado clarified that Mr. Safford's statement would be true in the case of either
352 the municipalities merging or the school districts merging. Mr. Safford stated the agreement related
353 to just the municipal governments, but it could be stated that after deliberations, the Trustees
354 entered into an agreement with the Prudential Committee that the Recreation Department would be
355 under the purview of the Municipal government. Mr. Sweeney stated that because the Recreation
356 was placed under Review and Recommend Solutions to Issues Previously Raised, which addressed
357 2) of the Charge, felt that the discussion about the Town Office should be addressed in this section
358 as well. He asked the Trustee and Selectboard members of the Task Force if when they developed
359 the charge, whether the municipal building was included in that section under the charge. Mr.
360 Lajza remembered that when they submitted the 1999 Charter and the caveats, one of the caveats
361 brought forward was that Lincoln Hall would be the administrative center of government, so he as a
362 Trustee felt that it was already inclusive as part of what he perceived of the 1999 Charter. He stated
363 that it probably was not accepted by everyone because they were viewing the 1999 Charter without
364 the caveats. Mr. Sweeney asked should the location of the Town Hall be under this section or under
365 another section? Ms. Myers did not think it should be under this section. Ms. Billado stated that it
366 even though it could be inserted there, she was comfortable with where it was located in the
367 Transmittal document, and Mr. Sweeney understood.

368
369 With regards to 2.3 Form of Government, Ms. Myers wondered if there was any other way to

370 differentiate the different parts of the Town Meeting, which included voting in person at the Town
371 Meeting and voting at the polls. Mr. Scheidel stated that one part of Town Meeting was Australian
372 Ballot and one was attendance at a meeting. Members deliberated as to what language could be
373 used to distinguish the different types of voting during Town Meeting. Ms. Myers suggested “Open
374 Town Meeting”, which meant going to the High School and being present and voting. Mr. Odit
375 suggested stating “budget by voice-vote”. Mr. Sweeney asked for clarification on the issue. Ms.
376 Myers clarified that Town Meeting also included Australian ballot voting. Mr. Sweeney felt that
377 was already included in “Town Meeting” because at the end of the Monday night session, the
378 meeting adjourned to the next day for the Australian vote. Ms. Myers pointed out the example with
379 the school vote. Mr. Safford recommended defining it as, “Annual Town Meeting vote on the
380 budget.” Mr. Sweeney argued that there was an election of councilors as well. Ms. Myers agreed
381 that the Monday night meeting continued to Tuesday, but wanted to specifically reassure that the
382 open Town Meeting format would continue in the new community. Mr. Sweeney suggested saying,
383 “seven members elected by Australian Ballot and continue with the Town Meeting”. Mr. Scheidel
384 suggested adding, “as it was currently practiced.” and agreed that they would perpetuate the current
385 system into the new Town of Essex Junction. He suggested saying, “It is recommended there be a
386 Town Council consisting of seven members and continue with a Town Meeting as has been the
387 current practice.”, and Ms. Myers and members agreed.

388

389 With regards to section 2.4 Transition Period, Mr. Sweeney recalled discussing the dates during the
390 deliberations on Transition Period and that it was determined that one of the advantages to going to
391 July 1, 2008, was that there might be a transition period longer than one year. He felt that the
392 government would want to begin the process as soon as possible, and members agreed. He
393 proposed that instead of saying “transition year begin July 1, 2007, that it say “begin as soon as
394 approval by the legislature.” He didn't think they wanted to wait until July 1st and members agreed.
395 Ms. Myers confirmed that they would say, “that a transition period begin with legislative and
396 executive approval.” Mr. Odit explained that technically, the way the language was drafted at the
397 current time, the Transition year did not begin until July 1, 2007. He explained that if the Task
398 Force wanted it to begin sooner, it would have to be written into the Charter that it would be
399 effective upon adoption. Mr. Sweeney did not think the Task Force made that restriction. Mr. Odit
400 explained that when legislation was adopted, it was not effective until July 1st of that year, unless
401 specified otherwise, and Mr. Sweeney understood. Mr. Sweeney clarified that the Charter stated, “a
402 minimum of one year, begin no later than July 1st.” It was determined that it was addressed in the
403 Charter that the Transition Period shall begin not later than July 1st. Mr. Lajza suggested, “will
404 commence with approval of a legislative and executive branch state of Vermont”. Mr. Mertens was
405 not sure whether that was the issue, and Mr. Lajza disagreed and felt that his proposed language
406 would address the issue. Mr. Sweeney wondered if the language could be written to be consistent
407 with the Charter that it not be limited to a year. Mr. Lajza felt that Mr. Odit's statement earlier was
408 correct, “as soon as adopted by the legislative and executive branch.” Ms. Myers asked how the
409 language was stated in other bills and suggested, “upon approval”, and Mr. Odit confirmed that it
410 would be “effective upon adoption.” along with the signature from the Governor. Mr. Mertens
411 referred members to Transitional Provisions in the Charter and the second sentence, which stated,
412 “The Transition Period shall begin not later than July 1,” and did not think it was consistent with
413 the Transmittal document, and Mr. Sweeney agreed. Mr. Odit explained that it was necessary to add
414 it into the Charter, and Mr. Sweeney clarified that it was necessary to add something in the bill that
415 got approved. Mr. Mertens was referring to the Transmittal Document, and Mr. Sweeney agreed

416 that it needed to be consistent with the charter. He explained that his intent was not to limit the
417 Transition period to a year and if possible to begin it earlier. Mr. Mertens summarized the two
418 issues. One issue was related to the document that was going to Montpelier and the other issue was
419 related to wording the Transmittal Document (TD) to be consistent with the Charter, and Mr. Odit
420 understood. It was determined that Mr. Odit would make the TD consistent with the language in the
421 Charter. Mr. Sweeney added, “which did not limit them to one year”. Mr. Mertens asked if anything
422 different would go to Montpelier? Mr. Sweeney stated that it was independent of the Charter and
423 the Transmittal Document. Ms. Myers explained that once the merger passed, it would go to the
424 Legislative Counsel for review, then to the Government Operations Committee where Mr. Mike
425 Chernick would review the correct wording. She continued to explain that it was usual practice to
426 pass it to the Essex Representatives, which included she and Mr. Tim Jerman. Mr. Sweeney
427 commented that Ms. Myers would have some influence at the state level. Mr. Lajza suggested
428 saying in the Transmittal Document, “should be a minimum of one year long and then shall
429 commence upon adoption of this charter” Members felt that Mr. Odit had a good sense of how to
430 edit this sentence to meet the intent of the discussion. Mr. Scheidel understood that the Task Force
431 was trying to allow as much time as possible to begin the transition work. Ms. Myers stated that if
432 the legislature passed that bill in April and the Governor signed it within a week or two, then the
433 work could begin earlier than July 1st. Mr. Mertens asked if there were any more comments on
434 section 2.4. Ms. Myers stated to add “at” after “councilors” in the fourth paragraph.

435
436 With regards to section 2.5, Mr. Odit explained that some of the numbers in this paragraph were not
437 updated and the content needed to be reviewed by the Public Works staff. Ms. Billado asked if the
438 combined debt of \$2,442,000 included the pool debt because that would affect the rates. The staff
439 and Mr. Sweeney confirmed that \$2,442,000 did include the pool debt. Mr. Mertens asked if the
440 pool debt was related to the capital penny and members stated, no. Mr. Sweeney, with regards to
441 the Fund Balances hand-out, pointed out that the first page listed the Town of Essex Fund Balances
442 and the Village of Essex Junction Fund Balances. He requested clarification for the relationship
443 between the first page and the second page. The Managers stated that it was additional information
444 and that there were some duplications on the first page and the second page. Mr. Scheidel stated
445 that he provided information that was requested by the Task Force at the last meeting, which related
446 to the Capital Project Fund Balances. Mr. Sweeney confirmed with Mr. Scheidel that page one was
447 related to Capital. Mr. Scheidel explained that the second page was all the fund balances for the
448 Village. Mr. Sweeney asked if the Town had a similar page showing all the fund balances in the
449 Town aside from Capital? Mr. Scheidel replied, yes. Mr. Sweeney felt there should be a second
450 page from the Town just as provided from the Village. Mr. Scheidel stated that the only difference
451 would be the addition of information on the Town General Fund Balance, which was not requested
452 by the members. Mr. Safford stated that the information in general on Fund Balances not meant to
453 be part of the Transmittal and was a separate piece of information that the Task Force requested as
454 part of the Financial Discussion. Mr. Sweeney understood, but wanted to gain some clarification
455 about the information provided. Mr. Safford agreed that the information on page two was more
456 detail than the members had requested. He pointed out that the data on page two was out-dated as it
457 had already changed and was based on the last complete audit of June 30, 2005. However, the data
458 gave the members a sense of what fund balances were in existence, but he emphasized that the
459 numbers were different at the present time and would be different in the future. Mr. Sweeney
460 clarified that he wanted to give due diligence to this information and be consistent by providing
461 information from the Town as well. He understood that page one provided information on the

462 Capital for both the Town and Village and page two was all the fund balances for the Village. Mr.
463 Scheidel stated that the only difference between the pages was that page two included the Village
464 Operating Budget, known as the General Fund. Mr. Safford asked if Mr. Sweeney wanted to see the
465 Operating Budget Fund Balances for the Town? Mr. Sweeney asked if the Enterprise Fund and
466 Special Revenue Funds were all on page one? Mr. Safford stated that the Enterprise Fund was
467 additional detail that was provided. Mr. Sweeney asked whether they should have a page two for
468 the Town in order to be consistent with the information. Mr. Sweeney asked Mr. Scheidel if he was
469 suggesting that the only fund balance in the Town was the General Fund Balance? Mr. Scheidel
470 replied that he was stating that page one included only the General Fund Balance. Mr. Sweeney
471 asked about other balances in the Town. Mr. Scheidel stated that the Town staff provided what was
472 requested by the Task Force, and as that the Water/Sewer Fund Balance was an Enterprise Fund,
473 which did not provided any more information than the General Fund Balance. He stated that the
474 Task Force was reviewing the cash assets and balances that would likely be carried over unchanged
475 into the new Town of Essex Junction, which would be the Capital Fund Balances, many having
476 been reserved for specific projects. Mr. Safford explained that the Town had some impact fees and
477 some funds that were assumed for specific projects. The Village did not have any funds that were
478 restricted to that degree or obligated for specific projects, such as in the case of Indian Brook. Mr.
479 Sweeney clarified that his question was whether there should be a page two for the Town. He asked
480 whether there was an Enterprise Fund, a Special Revenue Fund or any other funds, besides Capital
481 Funds, in the Town that should be listed to have complete information. Mr. Scheidel stated yes,
482 that the information could be found in the Annual Report that was mailed to residents each year,
483 which included all that information as it changed from year to year. Mr. Sweeney requested that the
484 Task Force receive the same information from the Town as they had for the Village to have
485 complete statistics, and Mr. Scheidel agreed. Mr. Safford explained that in this case, two different
486 Managers were pulling information from different municipalities, and Mr. Sweeney understood.
487 Mr. Safford pointed out that it was an interesting comparison that in the Village, the revenue for
488 Capital Funds was solely collected from property tax dollars whereas in the Town, the revenue was
489 collected from tax dollars as well as impact fees and other sources and were tied to obligations.
490 With regards to section 2.5, Mr. Mertens asked if there were any further questions or comments. He
491 reminded members that Mr. Odit would give them some updated numbers, which would be in the
492 final draft.

493

494 With regards to section 2.6, Mr. Mertens requested that the items be bulleted to read it more easily.
495 Mr. Sweeney stated that he preferred to strike “so-called”, and members agreed. Mr. Mertens
496 recommended giving any kind of input to Mr. Odit, and Mr. Sweeney expressed that he wanted to
497 raise the issues that night in order to get the opinion of other members on his recommendations for
498 changes. Ms. Higgins, regarding the issue of the employees of the town and village becoming
499 employees of the Town of Essex Junction (TOEJ) and the six months severance issue, asked if this
500 information was in the Charter or the Transition section? Members confirmed that it was in the
501 Transition, and Ms. Higgins was confused why this was included in the TD. Mr. Safford pointed
502 out that the Plan of Merger included the Charter. Mr. Sweeney recommended the format to be
503 Charter with bulleted changes and the Transition Section with bulleted changes.

504

505 With regards to section 2.7, Name of Merged Community, Mr. Mertens asked if there were any
506 comments. Mr. Lajza commented that the name of the merged community was determined by the
507 prevalent recommendation from the community input from the public forum. Mr. Sweeney argued

508 that when the votes were tallied, there were an equal number of votes for various names. Ms.
509 Billado stated that it was 47 for the Town of Essex Junction, which Mr. Lajza felt was double the
510 number of votes. Mr. Sweeney questioned the accuracy of that number. Mr. Lajza commented that
511 the Task Force could refer to the information from that meeting. Ms. Higgins stated that she did not
512 feel that 47 people was a majority of representation of how the people in the community felt about
513 the name of the new community. Mr. Blanchard stated that it was about 2/3 of the people present
514 that night. Ms. Higgins was not opposed to including the fact that 2/3 of the people present that
515 night were in favor of the name the Town of Essex Junction but she did not think the number of
516 votes would be appropriate. Members deliberated the number of votes for the various names. Ms.
517 Myers did not understand why they needed to deliberate further on this issue. The paragraph stated
518 the name of the new merged community as being the Town of Essex Junction and that there was
519 significant debate. She did not think they needed to add specifics of numbers. Mr. Sweeney added
520 that the specific information was already provided in the minutes, and Mr. Lajza agreed with
521 keeping the language in this section as presented.

522

523 With regards to the next section, Mr. Mertens suggested numbering it as three for the present time,
524 so that 3.1 was At-large or District Voting and 3.2 would be Municipal Building. Ms. Myers felt
525 that section 3.1 At-large or District Voting was complete. Ms. Higgins agreed with what was
526 presented, but felt that since the time she had sat on the Task Force, the topic of Proportional
527 Voting (PV) was discussed several times and recently the members had been barraged by this issue
528 via e-mail. She felt it needed to be acknowledged somewhere in the Transmittal Document, even
529 though the topic was controversial and some members might not feel comfortable with discussing it
530 for the purposes of this Charter work. Ms. Higgins recommended including language that the issue
531 of PV was presented to the Task Force although they took no action on it. Whether the Trustees and
532 the Selectboard choose to consider Proportional Voting is another issue. She believed that to ignore
533 the fact that it had been discussed many times since she had been a member of the Task Force was
534 not acceptable, and it would serve the Task Force well to include some language about the issue,
535 especially with the fact that the members had been barraged recently with e-mails from the public
536 in support of PV. Mr. Blanchard disagreed with her description of a barrage as he had only received
537 12 e-mails, which he did not consider a large group of people who were interested in this issue.
538 Ms. Myers pointed out that the e-mails seemed to be a coordinated campaign because the wording
539 of each one was exactly the same, except one. She thought that someone sent out a sample
540 document, which was similar to what the State received on a regular basis. Mr. Lajza was of the
541 opinion that eventually, PV would need to be studied, but he felt that at the present time, if the Task
542 Force introduced more confusion to the voters, it might compromise the vote from passing. He
543 understood Ms. Wrenner's argument for PV, but felt that there was a lot of lack of understanding on
544 how it worked and felt that it could compromise the vote by making voters nervous. Mr. Lajza was
545 opposed to adding information about the issue of PV to the Transmittal Document and was in favor
546 of leaving the TD as simple and clear with as little controversy as possible for the public to
547 understand. Ms. Higgins clarified that she was in favor of mentioning it as a topic of discussion
548 that was deferred for the very reasons Mr. Lajza indicated and not that the Task Force took any
549 position on it, because they didn't. Mr. Mertens asked if that was Mr. Lajza's opinion as well, and
550 Mr. Lajza agreed. Mr. Sweeney stated that there were various reasons why members of the Task
551 Force decided not to move forward with the PV issue, and Ms. Higgins agreed. He stated that one
552 of the reasons was that the proposal laid claim to the fact that there were problems in Essex and that
553 PV would fix the problems. However, Mr. Sweeney did not see any data that supported that

554 assertion and felt that there was no data to support the claim. If the Task Force supported adding
555 language about PV, he would favor making a statement related to his previous comments.

556

557 Mr. Safford recommended language that stated that the issue of PV was raised, but the Task Force
558 did not recommend including it in the Plan of Merger, and Ms. Myers agreed. Ms. Wrenner argued
559 that the Task Force did not even look at the problems that they had and didn't define any problems
560 aside from her saying that the turnout was "x%", versus PV being 33%. Mr. Sweeney understood
561 that in Cambridge, MA the voter turnout was 33%. Having lived in Cambridge himself, he asserted
562 that Essex was not a similar community to Cambridge and would have preferred to see data on a
563 community that was more similar to Essex such as South Burlington where the turnout is 3% or
564 Williston, which he did not know the voter turnout. Ms. Wrenner stated that the issue needed to be
565 studied and one member did not think it was the Task Force's Charge to do that. Ms. Wrenner
566 argued that if the Task Force had decided to study the issue, data would have been found. Mr.
567 Sweeney assumed that since Ms. Wrenner had raised the issue, she should have presented a case
568 with data to support her argument and to further study it for the community. Mr. Sweeney had
569 concluded that the data presented did not support the argument. Ms. Wrenner replied that she had
570 sent much data supporting the argument. Mr. Sweeney argued that from all the data presented to
571 him, he did not see any that proved there was a problem of low voter turn-out and few candidates
572 from the Village. He added that he not agree that those are problems because he has not seen data
573 that supported them as problems. Mr. Mertens stated that he did not want to open this topic for
574 discussion. Mr. Sweeney replied that if the topic was suggested to be included in the TD, then they
575 should explain why the Task Force did not consider it. Ms. Wrenner asked if she could provide
576 some sample wording, as was done for Planning and Zoning. Mr. Mertens summarized the
577 discussion. He stated that the first question was whether the members wanted to include language
578 on this topic in the TD? If the groups' consensus was yes, then the next question was what exact
579 language did the Task Force want to include? Mr. Mertens suggested asking the opinions from
580 members who had not spoken about this topic as to whether it should be included. Mr. Blanchard,
581 in his opinion, was opposed to including this topic in the Transmittal Document. He agreed with
582 Mr. Sweeney and felt that the results of the last election did not support this as a problem, but
583 instead was used as a mechanism by PV supporters to point out one example and to make a blanket
584 statement that if you lived in the Village under the larger merged district, there would never be an
585 opportunity to get elected in the new community, which he felt was a false premise. Ms. Higgins
586 agreed that it was a false premise, and Mr. Blanchard felt that was the origin of the idea in the first
587 place.

588

589 Ms. Billado commented that by her calculations, by the end of this process of the Task Force
590 completing their study, the members would have spent about 1500 man hours at \$50.00 an hour,
591 which was a cost of about \$75,000. She felt that if the Task Force decided to address this issue, it
592 would add a lot of time to the process. Ms. Billado stated that the issue of PV was a large issue that
593 deserved honest debate, but did not think the current process of completing a Charter for a merged
594 community was the forum for that debate. Instead, she felt that perhaps at some time in the future,
595 there would be an appropriate time and place to have that discussion. Mr. Mertens asked for her
596 opinion as to whether it should be included or not, and Ms. Billado stated that she understood Ms.
597 Wrenner's point of view, but she did not think the issue belonged in the TD. Mr. Mertens reminded
598 the members that the objective for the Transmittal Document was to share with the Transition
599 Committee some key points. He asked for a straw poll opinion from the members as to whether or

600 not to create a paragraph, regardless of what it said, on this topic. It was determined by vote that
601 two members were in favor, one member voted half for each and five members were opposed. Ms.
602 Higgins was in favor of including this topic in the TD because it was discussed at length in their
603 meetings. She noted that her original opinion of being barraged with e-mails was not consistent
604 with her opinion that 47 votes was not a large number of votes, but still felt that PV should be
605 mentioned in the TD. Ms. Myers was of the opinion that the Task Force had not been working in a
606 vacuum, and she did not see any need to further explain why or how the Task Force determined the
607 outcome for this issue. Ms. Wrenner clarified with Mr. Blanchard that there were 23 letters sent to
608 the members, whether they were received or not. Ms. Wrenner felt that when the issue of PV was
609 raised at public meetings with the Selectboard and Trustees, it would be helpful to the Boards to
610 have some language to state to the public on this issue because it would be raised by the public.
611 She felt the Task Force was not doing their job if they did not provide them with a statement of
612 their discussion on this topic. Ms. Myers felt that the Trustees and Selectboard were capable of
613 responding to the public on this issue without the assistance of the Task Force and that the issues
614 might be different after the Boards reviewed the Charter, but that it was the Selectmen and
615 Trustees' duty to present it to the public. Ms. Myers did not see a need to include this issue in the
616 TD. Mr. Mertens summarized that he had heard Ms. Wrenner offer some draft language on this
617 topic and had also heard that the language should not have the intent of selling the idea, but rather
618 that it was discussed with an outcome similar to Ms. Higgins' comments. Ms. Higgins clarified that
619 her intent was to express that PV had been raised, but that the Task Force had primarily felt that it
620 required a great deal of in depth study and consideration. As a result, it would have an impact on
621 how one might decide to vote, so the Task Force thought it should be deferred. She did not think it
622 should be mentioned which members were in favor or opposed to PV, because that would take
623 another year to discuss. Mr. Mertens thought he heard a consensus that the Task Force should
624 include language stating that PV was discussed, but that for a variety of reasons, it was not
625 supported. Ms. Myers pointed out that the straw vote was against including PV in the Transmittal
626 Document, and Mr. Sweeney agreed. Mr. Mertens stated that unless next week's discussion raised
627 another point about PV, it was decided not to include anything on this topic in the TD.

628

Future Agenda Items

630

631 Mr. Mertens stated that it was almost time to adjourn for the night and that they would continue
632 with section 3.2 at next week's meeting. Mr. Sweeney asked whether there were any other agenda
633 topics other than reviewing the Transmittal Document. Mr. Lajza asked if they had an idea of when
634 the lawyers review would be completed. Mr. Mertens felt that they asked the Managers to place a
635 priority on the Charter work to the lawyers and that next week they could receive an update of the
636 timetable for that work. He summarized that the members would review a clean copy of the TD, the
637 legal review and perhaps a clean copy of the charter in perhaps two weeks. He emphasized the
638 importance of receiving a clean copy of the TD for next week's meeting. Mr. Scheidel stated that he
639 couldn't promise that he would be able to provide the fund balance information requested and
640 would try for next week, but that the following week would be more realistic. Mr. Sweeney
641 concluded that there were two items on the Agenda for next week's meeting. One, was to have some
642 feedback on the legal review time line and two, was to review the Transmittal Document again.
643 Mr. Mertens felt that there should also be a Transmittal Cover letter co-authored by the Chairs,
644 which would say "Attached is the following... and thank you very much", which he felt was the
645 only formality lacking from the documents.

646

647 **Public Input-General Comments**

648

649 **Mr. Bob Marcotte-** Mr. Marcotte pointed out that he appreciated the finalizing of the Charter and
650 he hoped that the vote was not final because he was in favor of having a meeting of the citizens,
651 including Al Overton to review the document. He felt there were questions regarding the seat of the
652 administration for the new municipality. Secondly, as he stated three or four meetings ago, he was
653 in favor of changing the current district boundary lines so that there would be a third district to have
654 equal numbers of people in each district and would eliminate the old boundary lines. Most
655 importantly, Mr. Marcotte was strongly opposed to including any discussion on PV, because it
656 would jeopardize the passing of the vote on this Charter and he would not like to see any topic
657 raised that would compromise the support from the citizens. He stated that he had some minor
658 issues to raise, but had waited until the end of the Task Force's work because he was in support of a
659 small group from the public that should review the document and provide feedback to convince the
660 public to support the Charter. He concluded that this process could be completed within a week or
661 two at the most.

662

663 **Mr. Chuck Lloyd-**Mr. Lloyd stated that although he was not a member of the Task Force, he had
664 listened for quite some hours on the many topics. He was in support of Ms. Higgins' suggestions on
665 PV as being most appropriate. He stated that whether the issue of PV belonged in the Charter or the
666 Merger plan or the Transmittal Document was not for him to determine, but was in favor of
667 bringing it forward in a positive way. He did not think a lot of what he heard discussed was
668 anything in depth on the issue, but just looking at it from various angles. Although he was not a
669 politician, Mr. Lloyd was in favor of Ms. Higgins' suggestions and thoughts as expressed in the
670 latter part of her comments and felt that it should be given some reflection by all the members and
671 those that were not present that night. He stated that if the merge occurred, the issue would become
672 important.

673

674 **Ms. Myers-**Ms. Myers, with regards to the minutes from last week, had read that the members had
675 all received a handout from Ms. Mourrisseau and Mr. Lutz, and informed the staff that she did not
676 receive a copy of that. Mr. Safford stated that the staff would provide her with a copy of the hand-
677 out. Secondly, she raised a concern about a quote from Mr. Mertens that appeared in the Essex
678 Reporter and felt it was the time to correct what she thought was a slight mistake. She explained
679 that Mr. Merten's comment about the Task Force creating a Transmittal Document of about ten
680 pages long to be handed to the Transition Committee, which would consist of the Village Trustees
681 and the Town Selectboard was incorrect. She stated that the document was going to the individual
682 municipal bodies, the Selectboard and the Trustees, not the Transition Committee, which did not
683 come into existence until after the vote. She felt it was important to correct that statement and
684 confirm that the document was only going to the two municipal bodies, and members agreed. Mr.
685 Mertens stated that although it would be the same members, he agreed that Ms. Myers was correct.

686

687 **JOHN LAJZA MOVED AND LINDA MYERS SECONDED A MOTION TO ADJOURN AT**
688 **9:00 P.M.**

689

690 **THE MOTION PASSED 8-0.**

691

MERGER TASK FORCE

May 17, 2006

692

693 **Respectfully submitted,**

694 *Saramichelle Stultz*

695

696 *Saramichelle Stultz*

697 Recording Secretary

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699

700

701 (THESE MINUTES ARE SUBJECT TO CHANGE AT THE NEXT MERGER TASK FORCE

702 MEETING)

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**MERGER TASK FORCE
ESSEX/ESSEX JUNCTION
MEETING MINUTES
May 24, 2006**

MEMBERS PRESENT: Hugh Sweeney, Hans Mertens, Linda Myers, John Lajza, Irene Wrenner, Barbara Higgins, Rene Blanchard.

STAFF PRESENT: Pat Scheidel, Town Manager; Charles Safford, Village Manager; Todd Odit, Assistant Town Manager.

OTHERS PRESENT: Chuck Lloyd, Bob Marcotte, Dave Willey.

BUSINESS AGENDA

Public Input on Agenda Items

There were no public inputs.

Approve Minutes of May 17, 2006

BARBARA HIGGINS MOVED AND LINDA MYERS SECONDED A MOTION TO APPROVE THE MINUTES OF MAY 17, 2006 WITH THE FOLLOWING CORRECTIONS:

Line 95: Replace “and” with “of”. Line 99: Replace “defining the” with “indicated defining that”. Line 135: Replace “was one” with “were two”, replace “district” with “districts”. Line 152: Replace “budget” with “dollar amount”. Line 181: Strike “REVIEW”. Line “343” Replace “Unification” with “Union”. Line 370: Replace “ballots” with “polls”. Line 428: After “charter” add “.”. Line: 471: Replace “Operation” with “Enterprise”. Line 512: Replace “in favor” with “not opposed”. Line 529: Replace “whether” with “although”, After “took” add “no”. Line 530: Replace “should” with “choose to”, replace “it” with “PV” Line 601 strike “Lajza abstained” and replace with “Lajza voted half for each”.

THE MOTION PASSED 7-0.

Review Timeline for Legal Review of Proposed Town of Essex Junction Charter

Mr. Sweeney asked for an update from the Managers. Mr. Scheidel stated that the Town Attorney, Mr. Bill Ellis, needed two weeks to review the document. Mr. Safford stated that the Village Attorney was hopeful to have it reviewed by the end of the month, but more realistically in two weeks as well. The Chairs determined that the time line to receive legal counsel on the Charter and Plan of Merger would be two weeks. Mr. Scheidel felt that it was the intent of the attorneys to communicate with each other. Mr. Safford stated that the attorneys would try to reconcile their opinions, but if they couldn't, the staff would inform the Chairs. Mr. Sweeney commented that two different legal opinions would not be helpful to the Task Force and the Managers agreed. Mr. Safford mentioned that a difference might occur between the attorneys on policy issues that would

48 cause a need for further guidance.

49

50 Ms. Myers pointed out that according to the minutes of last week, the members voted 7-1 to
51 approve the Charter and the Plan of Merger so therefore felt it was appropriate that the legal review
52 occur. Mr. Sweeney concluded that the members would receive legal counsel on the Charter and
53 Plan of Merger in two weeks, and the Managers agreed.

54

55 **Review Draft of Final MTF Report to Selectmen and Trustees**

56

57 Mr. Sweeney asked if the members preferred to begin the review of the TD from the beginning or
58 to continue where they left off. Mr. Lajza suggested starting at the beginning.

59

60 With regards to section **I. Introduction**, there were no comments. With regards to section **II.**
61 **Responses to Specific Tasks, 1. Review Personnel Services, Service Delivery Contracts and**
62 **Services**, Ms. Myers referred the members to page two of the Transmittal Document (TD). With
63 regards to the IBM agreement, she asked whether the “Business Personal Property Tax” was a
64 personal property tax or whether it was a Machine and Equipment tax (M&E)? Mr. Safford replied
65 that M&E was a personal property tax, and Ms. Myers understood. Mr. Sweeney asked if there
66 were any other comments on 1. He stated that he felt Mr. Odit had nicely captured last week's
67 comments from the members.

68

69 With regards to 2. Review and Recommend Solutions to Issues Previously Raised, Mr. Sweeney
70 asked if there were any comments on *Fire Department*, and there were none. Mr. Sweeney asked if
71 there were any comments on the Libraries and asked if there was a reason that “Library Director,
72 was not included in this paragraph. Mr. Odit pointed out that it was included in the second sentence
73 of the second paragraph under *Library* where it stated, “Based on conversations with the library
74 boards and the directors”. Mr. Sweeney expressed that he wanted to make it clear that the Town
75 currently appointed a Library Director and the Village Trustees appointed a Director and the voters
76 elected a portion of the Board. Mr. Safford clarified with Mr. Sweeney that the Village Manager
77 currently appointed the Library Director, and Mr. Sweeney understood. Mr. Sweeney confirmed
78 that in the Town, the Manager appointed the Library Director. Ms. Myers wondered why Mr.
79 Sweeney's request needed to be included if both Managers currently appointed the Library
80 Director? Mr. Sweeney clarified that it would be for clarification since the information was
81 confusing. Ms. Myers pointed out to Mr. Sweeney that it stated, “The respective Managers appoint
82 the respective Library Directors,” and Mr. Sweeney understood. Mr. Scheidel stated that neither
83 Mr. Safford nor he had recruited, selected or appointed a Library Director in their ten years in
84 Essex. Mr. Scheidel reminded the members of their past deliberations on this issue that included a
85 discussion on the state statute and the fact that it would prudent for any Manager appointing a
86 Library Director to include the Board of Trustees in some way. Mr. Sweeney pointed out that in the
87 Charter it stated, “with the advice of the Board of Directors”. Mr. Scheidel wanted to be sure to
88 remind all those interested and involved of this issue. Mr. Lajza asked if they should include Mr.
89 Scheidel's suggestion in the TD, even though it was in the Charter, but members felt it was not
90 necessary. Mr. Sweeney asked if there were any further comments on page 2, and there were none.
91 With regards to page 3, *Recreation*, the second paragraph, Ms. Higgins suggested inserting the date
92 that the agreement was signed between the Trustees and the Prudential Committee, and the
93 members agreed. Mr. Safford confirmed that the staff would inject that information. Mr. Mertens

94 pointed out a typo in “appoints” and felt it would be “appoint”. Members deliberated on whether
95 that change was appropriate and agreed that it was grammatically correct and should remain
96 “appoints.”

97

98 With regards to 3. Form of Government, Ms. Wrenner requested rewording “a Town Council
99 consisting of seven members” to “a seven-member Town Council”, and members agreed. There
100 were no further comments.

101

102 With regards to 4. Transition Period, Ms. Higgins suggested changing “year” in the first sentence to
103 “period” because there had been discussion that the Transition Period might last longer than a year,
104 and members agreed. Ms. Higgins wondered if the third sentence should be included and asked for
105 clarification. Mr. Mertens agreed that the third sentence was presumptuous. Mr. Odit explained that
106 his intent was to point out the responsibilities of the Transition Committee that were addressed in
107 the Charter. Ms. Higgins argued that a Transition Committee might do more than prepare a budget.
108 Mr. Lajza, in addition to Mr. Odit's explanation, stated that the Transition Committee would also be
109 responsible for preparing the cost estimate for the administrative offices. Mr. Sweeney suggested
110 stating, “The Transition Committee will propose and warn a TOEJ budget for March, 2008
111 adoption.” Ms. Higgins agreed, and Mr. Lajza felt that was a good solution. Mr. Sweeney asked for
112 comments on the last sentence, “In addition, the transition committee would make
113 recommendations to the new Council that the Council may or may not adopt.” Members agreed to
114 delete that sentence. Mr. Sweeney asked if there were any other comments on 4. Transition Period.
115 Mr. Mertens confirmed with members that the first annual Town Meeting would occur during the
116 Transition Period, March, 2008. Ms. Higgins stated the reason as being that the new government
117 could hopefully begin the following July. Mr. Mertens stated that there was a lot of deliberation on
118 the July date, and he wondered if that information should be added to the paragraph. Ms. Myers
119 pointed out that it was in the first sentence in the paragraph, “effective date of merger be July 1,
120 2008”, and Mr. Mertens understood and stated that it was also in the major document. Mr. Sweeney
121 asked if there were any further comments on 4. Transition Period on page 4 and there were none.

122

123 With regards to 5. Financial Issues, there were no comments. With regards to 6. Charter, Ms.
124 Higgins referred members to page 5 and asked whether the first and last bullet statements were the
125 same or different? Mr. Safford suggested combining the two bulleted statements. Mr. Scheidel
126 stated that the last bullet statement explained who initiated the proceedings to dissolve the
127 Perpetual Brownell Trustees. Ms. Higgins and Mr. Scheidel determined that the bulleted
128 statements might need to be in a different order and placed together. Mr. Sweeney suggested
129 combining the two and adding to the first bullet, which would read, “An appointed library board
130 and calling for the Village of Essex Junction to initiate proceedings to dissolve the perpetual
131 Brownell trustees.” Mr. Sweeney asked if there were any further comments on 6. Charter. Ms.
132 Higgins, with regards to the sixth bullet, recommended striking, “A statement that” in order to
133 make an affirmative. Ms. Wrenner pointed out a typo in the seventh bullet to change, “laid of” to
134 “laid off”. In addition, Ms. Higgins recalled that the members had a discussion related to the
135 benefits clarifying them as “health” benefits and wondered if they should add “health” before
136 “benefits”. Mr. Odit confirmed that he would make that addition to the language.

137

138 Mr. Mertens asked to return to 4. Transition Period and asked if they should include the election
139 sequence information in that section. Mr. Lajza supported it as an item in brackets. Ms. Myers

140 stated that the election sequence was in the Charter and was concerned with adding too much
141 information. She felt certain that the Selectboard and the Trustees would review the Charter very
142 carefully. Mr. Mertens was concerned with how the TD read because there was a gap in the dates
143 but was comfortable with not including the election sequence. Mr. Sweeney asked if there were any
144 further comments on 6. Charter.

145
146 With regards to 7. Name of the Merged Community, Mr. Sweeney asked if there were any
147 comments, and there were none.

148
149 With regards to **III. Other Issues**, 1. At-large or District Voting, Ms. Higgins suggested that the
150 addition of the dates in the last sentence be considered, but retracted her opinion, and there were no
151 further comments. With regards to 2. Municipal Building, Mr. Odit explained that he italicized the
152 quote for a clearer format. Ms. Myers felt the quote should remain italicized, and members agreed.
153 With regards to 3. Regional Representation, there were no comments. With regards to 4. Planning
154 and Zoning, Ms. Higgins suggested replacing “However, the Task Force does recommend that”
155 with “It is the Task Force's recommendation that” in the second sentence. Mr. Sweeney
156 recommended replacing it with “The Task Force recommends that..” Mr. Sweeney referred
157 members to the first sentence. After some deliberation it was determined to strike the first sentence.
158 Ms. Myers preferred to change the word, “practicable”, and members decided to replace it with
159 “practical”. Mr. Sweeney asked if there were any other comments on 4. Planning and Zoning. He
160 confirmed with Mr. Mertens that the Chairs would draft a cover letter. With regards to the second
161 paragraph in 4. Planning and Zoning, Ms. Wrenner requested that the names be added to explain the
162 meaning of the acronyms. Mr. Odit confirmed that he would make those changes in the last two
163 paragraphs so that, for example, “Town of Essex” be added before “TOE” to be clear and consistent
164 in the TD.

165
166 With regards to the Attachments, Mr. Sweeney reminded the Task Force that he had some
167 recommendations for attachments in the outline and asked if they should begin their discussion with
168 his recommendations, and the members agreed. Mr. Sweeney had the attachments readily available
169 and began by asking whether the members felt the list of contracts should be included in the TD.
170 Mr. Mertens was in favor of the list of contracts being attached to the Charter and the Plan of
171 Merger, and members disagreed. Mr. Safford stated that the contracts were on a “micro” level, and
172 Ms. Higgins pointed out that the contracts would probably change. Ms. Myers asked Mr. Safford if
173 he recommended attaching the list of contracts to the TD? Mr. Safford felt that the staff could
174 provide the legislative bodies with that information if requested. Ms. Myers clarified with Mr.
175 Safford that he did not recommend attaching the list of contracts to the TD and stated that she was
176 not in favor of attaching it to the Plan of Merger. Mr. Safford cautioned the members from adding
177 too much information that might redirect their attention from the major point. Mr. Sweeney felt the
178 consensus was not to include the list of contracts in the TD. With regards to the Government
179 Structure in the outline, Mr. Sweeney asked whether the members wanted to include the four
180 current and proposed organization charts. Ms. Myers was in favor of attaching the charts to the TD.
181 Ms. Higgins was also in favor of attaching the organization charts to the TD. Mr. Lajza suggested
182 labeling the charts A,B,C,D. Mr. Sweeney asked for suggestions as to how the attachments should
183 be included in the TD. Mr. Lajza suggested having a reference to each attachment and then using
184 numbers to label them. Mr. Sweeney confirmed that the organization charts would be Reference 1.
185

186 With regards to Financial Information in the outline, Mr. Sweeney stated that the members received
187 a projection for tax rates and a comparison on municipal tax rates and asked if the members wanted
188 this information to be included in the TD. Ms. Higgins stated that the tax rates were all
189 assumptions based on no changes and could be very different in the future. Mr. Lajza stated that the
190 information was a reference for the Boards and the voters to ask further questions on the issue. Ms.
191 Myers did not see any harm in including this information in the TD. Mr. Sweeney was in favor of
192 including them as it was a major issue. He referred to the fund balances and the debt information
193 and asked if they should also be attached to the TD. Ms. Higgins pointed out that the fund balances
194 would change, so she did not think it would be necessary to include that information. Mr. Blanchard
195 felt that if it was included, there would also have to be a statement explaining that this was current
196 information and would be subject to change, and Mr. Safford agreed that the information was from
197 2005 and would be subject to change. Ms. Higgins felt the Boards would be looking for current
198 data. Ms. Myers asked Mr. Blanchard for clarification on his opinion. Mr. Blanchard was in favor
199 of including this information in the TD with a footnote pointing out to the Trustees and Selectboard
200 that these numbers were subject to change. Mr. Scheidel stated that he was not discouraging the
201 Task Force from using these numbers, but in providing the Trustees and Selectboard with outdated
202 figures, it might present the Trustees and Selectboard as providing unreliable information to the
203 public. Ms. Myers felt that the Board would have updated the document prior to the public forum.
204 Mr. Blanchard pointed out that the Trustees and the Selectboard would gather their own
205 information for their presentation to the public, but that they were presenting a document from the
206 Task Force for the Boards. Ms. Myers asked Mr. Lajza if he felt the members from the Boards
207 would be smart enough to know that these were figures from 2005 and were not current? Mr. Lajza
208 thought the Board members would have to explain to the public that these numbers were
209 representative and did not reflect the actual condition at the time of merger. Mr. Safford felt that the
210 fund balances would be radically different at the time of merger. Mr. Lajza was not in favor of
211 including the fund balance information in the TD. Mr. Scheidel suggested only including
212 information to the public that was precise, which was a difficult task. He felt the public would want
213 to know the total for the combined money from the Town and Village.

214

215 Ms. Myers did not see that the two Boards would rely on the TD for their presentation to the public.
216 She felt the Task Force was providing the fund balance information to the Boards as information
217 used during deliberations and did not mean that the Task Force recommended this information be
218 presented to the public. What was provided to the public would be determined by the Boards and
219 she did not have any objection to including the fund balances in the TD because it was only used
220 during the time they deliberated on the issue. Mr. Sweeney stated that the information was dated,
221 June 30, 2005, which was the last audit. Mr. Safford suggested adding language that these numbers
222 were the audit figures of June 30, 2005 and have changed since then and were subject to further
223 change prior to the effective date of merger. Mr. Lajza suggested saying that the Task Force
224 reviewed these figures, and they were subject to change. Mr. Sweeney raised a concern that there
225 would be a large gap between the time their work was completed and the public forums. He
226 informed the members that the Chairs had already received a request from Channel 17 to describe
227 the actions taken by the Task Force and felt the financial issue would receive a lot of attention.
228 Therefore, he was in favor of including this information in the TD because it was a way to
229 document some of the more important issues discussed by the Task Force. Ms. Myers stated that
230 the financial information was not included in the Charter or the Plan of Merger, which was where
231 the attention should be given. She expressed that the TD was only an explanation of how the Task

MERGER TASK FORCE

May 24, 2006

232 Force completed the decisions in the Charter and Plan of Merger. Mr. Sweeney argued that the
233 financial information was data, and Ms. Higgins argued that the members did not make any
234 decisions about tax rates, etc. during deliberations, that the issues would be addressed in the future
235 and asked what the value would be in attaching the financial tables to the TD? Mr. Sweeney stated
236 that it was data, and Ms. Higgins felt that the data was already available to the public. Mr.
237 Blanchard added that it was only available if the public knew how to get the data. Mr. Sweeney and
238 Ms. Higgins deliberated on this issue.

239

240 Mr. Safford, in addition to Mr. Scheidel's admonition, stated that the fund balance information was
241 inaccurate as soon as it was printed and cautioned members against using that information for
242 answering public questions. Ms. Myers argued that the TD was only a reference for the Boards. She
243 felt that the Trustees and Selectboard were knowledgeable that the figures used by the Task Force
244 were at this point in time and weren't representative of numbers in effect at the time of merger. Ms.
245 Myers was impartial about including the fund balances in the TD. Mr. Blanchard was in favor of
246 including them in the TD. Mr. Sweeney confirmed that Mr. Blanchard was in favor of including the
247 fund balances in the TD and Ms. Higgins was not in favor of including them. Mr. Mertens agreed
248 that even though it was data, the fund balances were not acted upon by the Task Force, as with the
249 tax rates and were vague. Mr. Mertens commented that if he were asked, he would quickly defer
250 any questions about the fund balances to the Managers. He understood that the Task Force was
251 presenting information to the Boards, who would gather their own information as well. Since the
252 Task Force did not hold a lengthy discussion about fund balances, Mr. Mertens did not see any
253 value in attaching them to the TD. Mr. Lajza was impartial, but stated that if the members decided
254 to include them, he agreed with Mr. Safford's previous suggestion to add a statement explaining
255 that the numbers were not current and would be subject to change. Ms. Wrenner was not in favor
256 of including the fund balance information in the TD, and Mr. Sweeney felt that the consensus was
257 not to include the fund balances in the TD. With regards to the long-term debt information,
258 members felt it was appropriate to include it in the TD. Mr. Sweeney confirmed that 3. would be
259 Long-Term Debt. Ms. Myers asked what 1. was. Mr. Sweeney stated the order to be, 1.
260 Organization Charts, 2. Tax Information and 3. Debt. Mr. Sweeney clarified with Mr. Mertens that
261 the tax information included the charts that provided the unadjusted number and the adjusted
262 number. Mr. Lajza felt the important issue was to provide information that the Task Force reviewed
263 a tax rate in a merged community. He felt it was very valuable to include it in the TD, and Mr.
264 Sweeney agreed. Mr. Sweeney noted that a final draft of the entire document that would be sent to
265 the Boards would be reviewed by the members as soon as Mr. Odit compiled all the information.

266

267 Members agreed to attach the projected utility information to the TD. With regards to the Charter,
268 Mr. Sweeney stated that the Charter would be listed as 5. Mr. Safford felt that the sequence should
269 be the cover letter first, then the TD, then the Charter and Plan of Merger, and finally the
270 appendices. Members felt that the Charter should be 1. With regards to the Election Sequence,
271 members agreed that it would be included in the TD as number 6. Mr. Sweeney asked if members
272 felt the Fire Department organization charts should be included and it was decided not to. Mr.
273 Sweeney stated that there was also a letter from the Village Attorney describing the process for
274 dissolving the Brownell Permanent Board, and members agreed with including it as 7. In addition,
275 Mr. Sweeney stated that there was a memo with a nicely written summary on the regional
276 commissions, the current representatives and the representatives under a merged community. He
277 commented that it showed that the merged community would lose a vote on the Solid Waste

MERGER TASK FORCE

May 24, 2006

278 District and the Chittenden County Metropolitan Planning Organization (CCMPO). Mr. Odit noted
279 that they would lose a vote on the RPC. Members did not have any other attachments for the TD
280 and thanked Mr. Sweeney for organizing the attachments for discussion. Mr. Sweeney asked Mr.
281 Odit to provide a final packet in two weeks as he did not think there would be anything on the
282 Agenda for next week, which would be discussed under Future Agenda Items. Mr. Scheidel
283 requested Mr. Sweeney leave his attachments for Mr. Odit, and Mr. Odit made a copy of them that
284 night and returned the originals to Mr. Sweeney.

285

Future Agenda Items

287

288 Mr. Sweeney stated that the Agenda in two weeks would be to review any legal opinions about the
289 Charter. Mr. Scheidel explained to the members that when the attorneys finished reviewing the
290 document, there would be some issues to discuss related to contracts to ensure that everything was
291 addressed. Mr. Sweeney stated that they would meet in two weeks at the Village office, June 7th to
292 review the legal opinion on the Charter and final version of the TD.

293

Public Input-General Comments

295

296 Mr. Marcotte stated that the public group he organized to review the Charter had not met yet, and
297 he raised two issues of concern. With regards to the seat of the administration, Mr. Marcotte felt it
298 was necessary for the Task Force to provide the public with an estimated cost of construction for
299 Lincoln Hall. He was concerned that without that information, it could possibly jeopardize the
300 success of the vote. He particularly stated that this issue was of great concern to the people who
301 lived in the Village and did not feel the members should defer this to the Transition Committee. He
302 commented that six months ago, an architect had already provided an estimate of 2 million dollars
303 to renovate Lincoln Hall and he did not see why the members couldn't spend two or three months
304 completing a final cost estimate for the voters before they went to the polls. He asked the members
305 to give this issue some serious thought. Mr. Marcotte's second issue was related to eliminating the
306 current Town/Village boundary lines in order to distribute the population equally with 9,000
307 residents in each district.

308

309 Ms. Myers, in response to Mr. Marcotte's comment regarding the boundary line, stated that by 2011
310 there would be no boundary, but rather one community. Until that point, the current Village
311 residents and the current Town residents would vote based on the election sequence. Then in 2011,
312 there would be the Town of Essex Junction and no longer the Village and the Town voting but the
313 residents of the Town of Essex Junction. Therefore, she did not think there was any issue with
314 eliminating the boundary lines. Mr. Marcotte argued that in three or four years, the Town Council
315 might decide to disband the whole Charter and return to the original boundaries. Ms. Myers
316 responded that no one could foretell the future but that the Task Force had developed an election
317 sequence so that by 2011 there was one community. If, at that point in time or afterwards, the
318 community decided differently, then it was an issue for that time in the future. Ms. Myers stated
319 that at this point in time, there was no boundary to eliminate, and she continued to confirm the
320 process of the election sequence. She emphasized that the Task Force had spent much time with
321 the goal of crafting a document that would not perpetuate the division between the Village and the
322 Town. On the contrary, the Task Force developed a Charter with the intent for one single
323 community of the Town of Essex Junction. She hoped that those community members watching the

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324 Task Force complete their work and those who would follow the work of the Boards would
325 understand that the ultimate goal was in favor of one community and did not want the
326 Village/Town issue to be perpetuated. Ms. Myers had heard from community members that they
327 felt relieved by the end result being that at some point in time, the community would be one and
328 they would no longer have to worry about the issue. She stated that as of July 2008, the Village and
329 the Town should be one community and by 2011, all the voters would be voting as one community
330 and the rest of the issues should be resolved. Mr. Lajza commented that if the communities
331 compromised in the right direction, there should not be any problem, and Ms. Myers agreed. Mr.
332 Sweeney added that he felt the intent from the Task Force was to eliminate any voting method that
333 perpetuated the Town/Village separation, which was why they developed the election sequence.

334

335 Mr. Dave Willey thanked the members for their work on the Task Force, and noted that there had
336 been much civility and good conversation between the members. He stated that he learned a lot
337 during this process, felt that the Task Force had done a great job and was pleased that the end of the
338 work was near. Mr. Willey stated that he appreciated the hard work of the members, the Chairs, the
339 Managers and the loyal attendees from the public. He expressed his desire that there be a
340 successful merger before he died, so encouraged them to continue with their efforts. The Task
341 Force thanked Mr. Willey for his comments.

342

343 Mr. Mertens informed the Task Force that Mr. Scheidel would be providing the members with
344 pizza in the near future for a final celebration of their accomplishments.

345

346 Mr. Blanchard stated that he agreed with Mr. Willey and felt that they should finish up their work
347 as soon as possible.

348

349 Mr. Lajza expressed that the members knew it would be an intense schedule of meeting every
350 week, but he felt that they had all learned a lot and found that they had a lot more in common than
351 they thought. He stated that he had personally enjoyed the work and discussions and thanked the
352 other members.

353

354 Ms. Myers commended the six citizen members from the Town and the Village who had devoted
355 their time to serve on this Committee and thanked them for their hard work. She commented that
356 those of them who served on the Boards understood the time that was expected to take action above
357 and beyond the call of duty sometimes, but that the six citizens on the Task Force had done an
358 outstanding job giving their time and effort to this cause and keeping discussions on the topic at
359 hand.

360

361 Mr. Lajza wanted to express his thanks to the Chairs for their work, and members agreed.

362

363 Mr. Blanchard added that he felt the Chairs had done an excellent job of outlining the Agenda's for
364 each week and keeping the discussions on the issue, regardless of who was running the meeting.

365

366 Mr. Sweeney asked if there was any further input from the public, and there was none.

367

368 **LINDA MYERS MOVED AND IRENE WRENNER SECONDED A MOTION TO**
369 **ADJOURN AT 8:07 P.M.**

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370

371 **THE MOTION PASSED 7-0.**

372

373

374 Respectfully submitted,

375 *Saramichelle Stultz*

376

377 *Saramichelle Stultz*

378 Recording Secretary

379

380

381

382 (THESE MINUTES ARE SUBJECT TO CHANGE AT THE NEXT MERGER TASK FORCE
383 MEETING)

384

385

386

387