

LIST OF AGENDA AMENDMENTS AND HANDOUTS
VILLAGE OF ESSEX JUNCTION TRUSTEES
TOWN OF ESSEX SELECTBOARD
JOINT MEETING AGENDA
SEPTEMBER 27, 2021

AGENDA ADDITIONS/CHANGES

-

ADDITIONAL HANDOUTS

- 6a. Resolution for VCDP Recovery Housing Grant
- 5b. MOU 9-10-21 accepted and redlined
- 5b. Police Contract Draft 09-16-21 accepted and redlined
- 5b. Reappraisal Agreement accepted and redlined 09-16-21

RESOLUTION FOR VCDP GRANT APPLICATION AUTHORITY

Single Applicant

WHEREAS, the Town of Essex (hereinafter "Applicant") is applying for a Grant under the Vermont Community Development Program; and
WHEREAS, it is necessary that an application be made and agreements be entered into with the State of Vermont.
Now, THEREFORE, BE IT RESOLVED as follows:

1. that Applicant possesses the legal authority as defined in the State Act [10 VSA §683(8)] to apply for the grant and to administer the program; and
2. that Applicant apply for a grant under the terms and conditions of said program and agree hereby to enter into Certifications and Assurances there of; and
3. the Applicant has a duly adopted and current Municipal Plan March 1, 2016 (Date Adopted) and that the project is consistent with said plan; and
4. the Applicant has received documentation from the Regional Planning Commission that the project is consistent with the "Regional Plan; and
5. that Greg Duggan is hereby authorized to be Contact Person and as such to provide, on behalf of Applicant, all documents and information necessary for the completion of said application and to provide such coordination as may be necessary for said application; and
6. that (Name) Evan Teich Title Unified Manager who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is the Town Manager, the City Manager, or the Town Administrator, is hereby designated to serve as the Authorizing Official (AO) for the Grants Management On-line System, Intelligrants; and
7. that it is understood that, if the application is funded, the receipt of VCDP funds, as federal funds passed through the State of Vermont, may require that an audit of the Applicant be conducted under the provisions of the Single Audit Act, as amended, and that VCDP funds may be used to fund only a limited portion of the audit cost.

Passed this _____ day of _____, _____.

LEGISLATIVE BODY

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above resolution is a true and correct copy of the resolution as adopted at a meeting of the Legislative Body held on the ___ day of _____, _____, and duly filed in my office.

IN WITNESS WHEREOF, I hereunto set my hand this ___ day of _____, _____.

Clerk

Signature

MEMORANDUM OF UNDERSTANDING

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

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

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

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

WHEREAS, the Town Selectboard and Village Trustees ~~have~~ determined that certain agreements will be necessary between the Town and the City of Essex Junction for purposes such as sharing or purchasing municipal services or operations to ameliorate the burden on Town Outside the Village taxpayers resulting from the Village’s separation;

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

WHEREAS, the Village and the Town desire to prepare these tentative conceptual agreements in advance with the understanding that the current Village Trustees will become the future City Councilors and intend to enter these agreements on behalf of the City, ~~with the understanding that neither Board has the authority to bind future Boards;~~ and

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

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

1. The Town and Village have prepared the following tentative agreements which are attached as Exhibits to this MOU:
 - a. Contract for Police Services;
 - b. Reappraisal [and Assessor Services Agreement](#);
 - c. Right of First Refusal for 81 Main Street;
 - d. Stormwater Agreement~~;~~
 - e. [Shared Financial Services Agreement](#);
 - f. [Transition Agreement for Finance and IT Information Technology Agreement](#)~~;~~
 - g. [Indian Brook and EJRP program access](#);
 - h. [Senior Bus and Center](#);
 - i. [Delinquent Tax Agreementes](#);
 - j. [Tree Farm Buildings Maintenance](#);
 - k. [Administration Transition \(manager, HR, etc.\)](#)
 - e.l.
2. Should the Vermont Legislature approve the City Charter, the City will enter a transitional period during which the separation of departments, municipal services, and operations will occur. By entering into this MOU the Town does not waive the opportunity to oppose separation or ask for certain conditions during the transition phase at the Legislature and expressly reserves the Town's right to do so. [Should the Vermont Legislature not approve the City Charter during the next legislative session, this MOU shall terminate and have no further force or effect unless extended by mutual agreement of the Parties.](#)
3. The Town and Village intend that the Town and City will enter the above referenced tentative agreements generally consistent with the form of those attached hereto as Exhibits A-__ during the transitional period. ~~While~~The Town and the Village will work in good faith to execute the agreements, both Parties acknowledge and agree that current Boards may not bind future Boards.
4. The Parties agree to first mediate any dispute prior to submitting the matter to court, provided that a mediator may be obtained within 60 days of when such a dispute arises. The Parties, however, recognize that the contract for Police

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Police Services Agreement

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the Town of Essex, a Vermont municipality located in Chittenden County, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the duly elected Town Selectboard and City Council have general supervisory authority over affairs of their respective Municipality; and

WHEREAS, the Essex Police Department (“Essex PD”) has provided police services, including law enforcement, protection, community justice, dispatch, and emergency services (collectively described as “Police Services”) to the Town, including the former Village of Essex Junction; and

WHEREAS, the Police Services provided by Essex PD serve the public good and fulfill an essential municipal function; and

WHEREAS, it is the mutual goal of the Municipalities that the Essex PD serve the citizens of both communities and maintain their trust and support; and

WHEREAS, the Town is willing to provide the City Police Services on the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties now wish to enter into this Agreement for the Town to provide Police Services of the Essex PD to the City of Essex Junction;

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

1. Term.

The Initial Term of this Agreement shall be ten (10) years. This Agreement shall automatically renew for another five (5) years (Extended Term) at the conclusion of the Initial Term unless either Party terminates the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 11 herein) or enter into a new or revised agreement. This Agreement may continue to renew for an unlimited number of Extended Terms.

2. Agreement Review.

The Parties hereby agree to review this Agreement if requested by either Party in either a joint meeting of the Selectboard and the City Council or a meeting of their representatives. In addition to any requested reviews, the Parties shall meet to review this Agreement on the third anniversary of its effective date, and every three years thereafter, or upon the occurrence of a material event.

3. Cost and Payment.

The City shall be assessed the cost of the Police Services by calculating, on a per capita basis, its share of the direct and indirect costs and expenses for maintaining the Essex PD the Police Services described herein as set forth in the Town's approved annual budget. The City agrees to pay the Town the assessed cost for the Police Services described herein based upon the Town's approved annual budget on a quarterly basis. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, worker's compensation insurance, property & casualty insurance, liability insurance, training, vehicles, technology, communications; as well as costs associated with operating the police facility to include, but not be limited to, heat, electricity, water and sewer, and buildings and grounds. The indirect costs shall include: ~~administration costs~~, human resources costs, Information Technology (IT) costs, ~~and finance costs~~ and other mutually agreed upon costs. The per capita basis shall be reassessed every ten years when new census data is released by the US Census Bureau.

In year two and every year thereafter, at the time of the Town's billing for the first quarter of each fiscal year, the Town will reconcile the actual costs billed and a true up will be included in the bill for under or over payments from the previous fiscal year.

If an audit ~~reveals is conducted and~~ a discrepancy ~~is found~~ in what was paid by the City and what actual costs should have been paid on a per capita basis, then the City shall be either credited any amount overpaid during the ensuing fiscal year, or the City shall make payment on any underpayment in the next fiscal year as part of its quarterly installments. The Town will ~~endeavor to~~ make all reasonable efforts to stay within any approved budget.

An anticipated fee for Police Services shall be provided by the Town to the City in advance of any City budget meeting such that the City may include the costs of these services in its budget. The Town shall provide the City a detailed Police Services budget that, shall be in such form, and contain such level of detail, as is mutually agreed upon by the Selectboard and the City Council, and at a minimum, shall include revenue and expenses for the Police Services to be provided.

Upon request and with reasonable advance notice, a Town representative familiar with the proposed budget shall appear at any City Council meeting where there will be a discussion of the budget to answer any questions ~~that the Council may have~~. The Town shall make expenditures consistent with the Police Services budget as presented and approved. The Town will advise the City of any material changes to an approved budget. Failure to do so shall constitute a breach of this Agreement. For purposes of this agreement, a material change shall be a change of more than ten percent (10%) of the approved budget.

The Municipalities recognize that a natural disaster (defined as a major, adverse, naturally occurring event such as a flood, wildfire, earthquake, hurricane or tornado) impacting the Municipalities may cause the Essex PD to exceed budgeted operating revenues. The Town agrees to apply for any possible State or Federal grant funding that may be available to cover budget overruns that arise out of a natural disaster.

4. Level of Service; Changes in Service.

In exchange for the distribution of public funds, described above, the Town shall provide the City with all of the following "Police Services": (1) 24-hour, 365-days per year police protection, response, prevention, law enforcement, investigation services, education, emergency response services (generally referring to action taken in response to an unexpected and dangerous occurrence in an attempt to mitigate its impact on people, property or the environment. Emergency situations can range from natural disasters to hazardous materials problems, transportation incidents and a wide range of manmade emergencies.), animal control, community justice, and dispatch services. Dispatch services shall include for Essex Rescue, Essex Junction Public Works, and Essex Junction Fire Department.

The Town will include special events planned in advance in the annual budget for Police Services ~~funds Six Thousand Dollars (\$6,000.00) for special event services that are planned in advance.~~ For special events that are not planned in advance and require overtime pay, the Municipality hosting such event shall be responsible for payment of those overtime costs. Special events include, but are not limited to, parades, community gatherings, holiday events, but do not include school crossings. ~~to be split evenly between the Town and the City. Once a Municipality expends its allocation, the Municipality hosting the special event will be responsible for payment of amounts that exceed the allocation.~~

In the event that ~~the Town~~ either Party seeks to modify the agreed upon level of service, either by increasing services provided, eliminating an existing service, or if the Essex PD seeks to expand services into another municipality, the ~~Town~~ Party requesting the change shall provide the ~~City~~ other Party with a written description

of the proposed change(s) and the rationale for the same. The Parties shall meet at a joint meeting of the Selectboard and City Council to discuss the budgetary and other consequences of any proposed change. No change in the agreed upon level of service shall occur within the contract term absent such mutual approval. No change in the agreed upon level of service shall occur within the fiscal year when the change is first proposed unless mutually agreed upon. If the Town changes the level of service that benefits the Town only, the City will not be responsible for payment towards the costs of such service.

5. Personnel Management

All equipment and personnel necessary and proper for the performance of this Agreement shall be provided by the Town and all persons providing the Police Services shall be subject to the exclusive control, direction and supervision of the Town.

The Chief of the Essex PD ("Police Chief") shall be an employee of the Town and shall be supervised by the Town Manager. However, the Town Manager ~~shall~~ may seek input from the City Manager in the evaluation of the Police Chief and in the hiring of any new Chief. The Town Manager ~~shall~~ may also accept input ~~from~~ and cooperate with the City Manager. Minimally, the Police Chief, Town Manager, and City Manager ~~shall~~ may meet at least once every six months to discuss the status, quality and execution of Police Services by the Essex PD.

The Police Chief and City Manager shall cooperate in the creation, modification and execution of any City emergency response plans. The Chief shall have control over the execution of the emergency response plan.

6. Equity Inclusion Group.

The Town agrees to consider the recommendations of the Equity Inclusion Group. Should ~~the Town form~~ a Police Advisory Board ("Advisory Board") ~~be formed~~ in the future, the City shall be afforded a number of seats on the Advisory Board that are proportionate to the total population served by the Essex PD. ~~reasonable representation on the Advisory Board.~~

7. Insurance.

The Essex PD shall at all times be covered under the Town's general municipal liability insurance policy.

8. Compliance with Law.

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The Essex PD shall at all times comply with all local, state, and federal laws, ordinances, orders and regulations in connection with its operations.

9. Necessary Actions.

The Town and the City hereby agree to take or cause to be taken such further actions, if any, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.

10. Bond.

The City shall continue to make payments, in the same manner as has been historically made, with the tax rate being established based on the budgeted bond payment for the year spread across the combined grand list of the two municipalities, on the Bond for the police station issued by the Vermont Municipal Bond Bank, 2017 Series 4 Refunding Bonds, in the current approximate total outstanding amount of Six Million One Hundred Forty-Six Thousand Six Hundred Eighty-Nine Dollars (\$6,146,689.00). This obligation shall continue notwithstanding termination of this Agreement.

11. Termination.

A Notice of Intent to Terminate this Agreement must be delivered to the other Party Three (3) Years Prior to the end of either the Initial Term or Extended Term. Should one Party notify the other that it intends to terminate this Agreement, then the Parties agree to enter into a mediation with an agreed upon mediator. The Parties shall split the costs of the mediator, but otherwise bear their own costs of the mediation, including their attorneys' fees. The Parties shall mediate in good faith.

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

- a. The dissolution or insolvency of either of the Municipalities;
- ~~a.b.~~ The date by which the Parties have agreed and resolved that the City has established a municipal Police Department that performs the Services; or
- ~~b.c.~~ The Parties enter into a new written agreement which expressly supersedes this Agreement.

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12. Effects of Termination

Upon the termination of this Agreement all obligations of the Parties shall cease except for those obligations created by or pursuant to Section 10.

13. Amendment.

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

14. Notice.

Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

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

To City of Essex Junction:
 City of Essex Junction
 City Manager
 2 Lincoln Street
 Essex Junction, VT 05452

15. Governing Law; Severability

This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

16. Disputes.

In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all

disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.

17. Entire Agreement.

This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

18. Assignment; Binding Agreement.

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

19. No Waiver.

No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

20. Captions.

The captions or marginal words are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provisions hereof.

DATED this ____ day of _____, 2022.

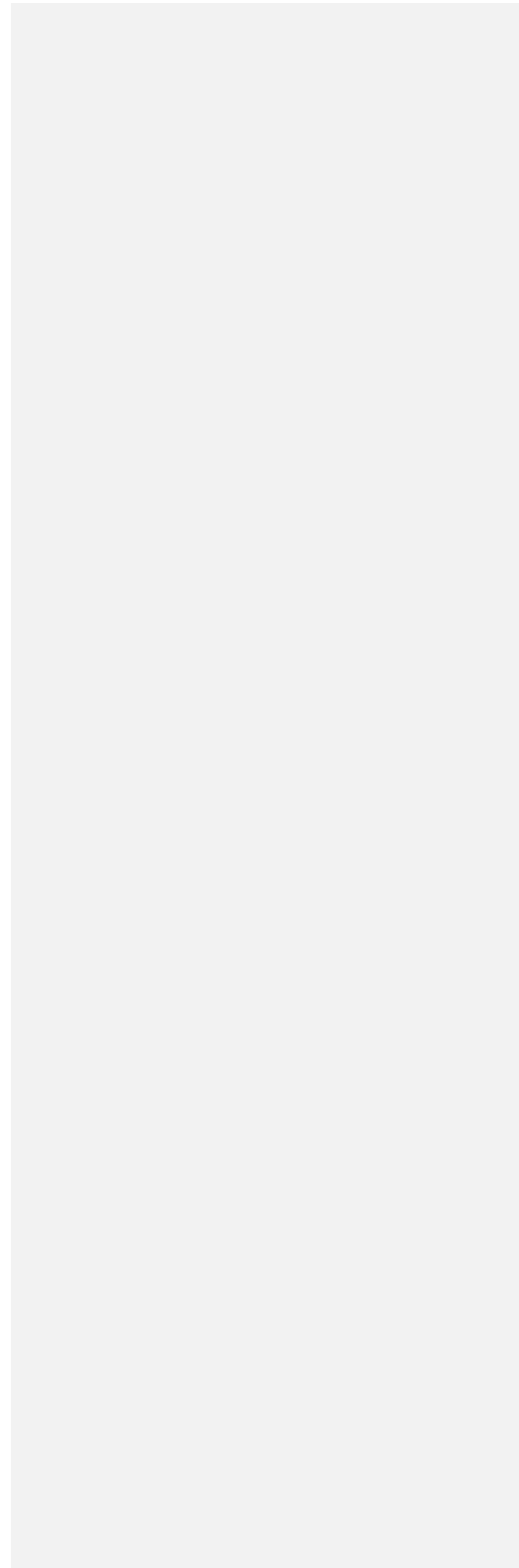
TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

Police Services Agreement.

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent



REAPPRAISAL AND ASSESSOR SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 202_, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in County of Chittenden and State of Vermont, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, pursuant to 32 V.S.A. § 4041a, the Town has collected state reappraisal funds for properties located in the Town as well as for those now located within the City;

WHEREAS, the Town agrees to oversee and conduct a reappraisal for properties located in the Town and City using these reappraisal funds;

WHEREAS, the Town agrees to initiate and manage the upcoming reappraisal through its Office of Assessor pursuant to 32 V.S.A. § 4041a;

WHEREAS, if the reappraisal funds are not sufficient to fully fund the upcoming reappraisal, the Town and City shall each contribute additional funds in proportion to each Municipality’s percentage of parcels;

WHEREAS, if there are residual funds in the Town’s reappraisal fund once the upcoming reappraisal is completed, the residual funds will be distributed to the City and Town in proportion to each Municipality’s percentage of parcels if lawful;

WHEREAS, the City agrees to continue to contribute ~~towards fifty percent (50%) of~~ the costs of the Town’s Office of Assessor based upon its percentage of parcels until the upcoming reappraisal is complete and the appeal process has concluded; and

WHEREAS, the Parties now wish to enter into this Reappraisal and Assessor Services Agreement;

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

1. The Town shall use the existing reappraisal funds to conduct the upcoming reappraisal of all properties located within the Town and the City.
2. The Town shall initiate and manage the upcoming reappraisal pursuant to 32 V.S.A. § 4041a, unless the Parties mutually agree otherwise.

Essex Junction, VT 05452

To City of Essex Junction: City of Essex Junction
City Manager
2 Lincoln Street
Essex Junction, VT 05452

132. This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

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

154. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 202__.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent



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

Online and 81 Main Street
Essex Junction, VT 05452
Monday, September 27, 2021
6:30 PM

E-mail: manager@essexjunction.org

www.essexjunction.org

Phone: (802) 878-6951

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

- WATCH: the meeting will be live-streamed on Town Meeting TV.
JOIN ONLINE: Join Microsoft Teams Meeting. Depending on your browser, you may need to call in for audio (below).
JOIN CALLING: Join via conference call (audio only): (802) 377-3784 | Conference ID: 769 648 112#
PROVIDE FULL NAME: For minutes, please provide your full name whenever prompted.
CHAT DURING MEETING: Please use "Chat" to request to speak, only. Please do not use for comments.
RAISE YOUR HAND: Click on the hand in Teams to speak or use the "Chat" feature to request to speak.
MUTE YOUR MIC/TURN OFF VIDEO: When not speaking, please mute your microphone on your computer/phone.

- CALL TO ORDER [6:30 PM]
AGENDA ADDITIONS/CHANGES
APPROVE AGENDA
PUBLIC TO BE HEARD
a. Comments from Public on Items Not on Agenda
BUSINESS ITEMS
a. *Interview and potential appointment: Emily Taylor for Housing Commission
b. **Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction
c. ***Discussion of personnel
CONSENT AGENDA
a. Consider approval of Resolution for Vermont Community Development Program Recovery Housing Grant (Selectboard only)
b. Approve minutes: September 13, 2021 – (Selectboard only); September 20, 2021 - Joint
READING FILE
a. Board member comments
b. List of Boards/Committees/Commission openings
c. Email from Deb McAdoo re: Resignation from Housing Commission
d. Out and About flyer October 2-3, 2021
e. Upcoming meeting schedule
EXECUTIVE SESSION
a. * An executive session may be requested to discuss the appointments of public officials
b. **An executive session may be needed to discuss negotiation of contracts and agreements between the Town of Essex and Village/City of Essex Junction
c. ***An executive session may be requested to discuss the employment of public employees
ADJOURN

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

Certification: 9/24/2021 [Signature]

SELECTBOARD & TRUSTEES

**TOWN OF ESSEX SELECTBOARD
VILLAGE OF ESSEX JUNCTION TRUSTEES
JOINT MEETING MINUTES
MONDAY, SEPTEMBER 27, 2021**

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

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Bill Ellis, Town Attorney; Brad Luck, Village Parks & Recreation Director; Claudine Safar, Village Attorney, Kristen Shamis, Village Attorney

OTHERS PRESENT: John Alden, Danielle Brown, Bob Burrows, Annie Cooper, Patty Davis, Erin Dickinson, Betsy Dunn, Essex ReTorter, Maureen Gillard, Gina Halpin Barrett, Angel Segarra, Margaret Smith, Emily Taylor, Mike Thorne, Irene Wrenner, Lorraine Zaloom, Jackie _____, pumby 99

1. CALL TO ORDER

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

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

2. AGENDA ADDITIONS/CHANGES

Mr. Duggan said that additional materials were added to item 6A, "Consider approval of Resolution for Vermont Community Development Program Recovery Housing Grant." He said that proposed edits from the Village Attorney regarding the Police and Reappraisal agreements had come in this afternoon for item 5B, "Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction." Mr. Duggan said the Village Attorney also submitted new documents that afternoon for proposed IT, finance, and stormwater shared service agreements. Mr. Watts said that the Selectboard had not had a chance to look at these materials prior to the meeting. After some discussion, the Selectboard decided that they needed additional time to review the IT, Finance, and Stormwater agreements, and would discuss them at a future meeting. The Selectboard agreed to review the edits to the Police and Reappraisal agreements, as these were warned topics in the meeting agenda.

3. APPROVE AGENDA

TRACEY DELPHIA made a motion, seconded by **DAWN HILL-FLEURY**, for the Selectboard to amend the agenda to include additional materials for item 6A, "Consider approval of Resolution for Vermont Community Development Program Recovery Housing Grant," as well as to move part of item 6B, "Approve minutes: September 13, 2021" from the Consent Agenda to Business. Ms. Delphia amended her motion to add the updated Memorandum of Understanding, the updated Police Services Agreement, and the updated Reappraisal Agreement to item 5B, "Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction." The motion passed 4-0.

RAJ CHAWLA made a motion, seconded by **GEORGE TYLER**, to add the updated Memorandum of Understanding, the updated Police Services Agreement, and the updated Reappraisal Agreement

49 to item 5B, “Discussion and potential action on tentative agreements about shared services between
50 Town of Essex and independent City of Essex Junction.” The motion passed 4-0.

51

52 **4. PUBLIC TO BE HEARD**

53 Mr. Watts explained that this is the time during the meeting for members of the public to speak on items
54 not included in tonight’s agenda. He encouraged the public to be civil, brief, use appropriate language,
55 refrain from personal attacks, and address comments to either the Selectboard Chair or Village President.
56 He said that comments should relate to both Boards.

- 57 • Ms. Zaloom said a recent development resulted in cutting down several trees. She asked if the
58 Town or Village requires developers to replant. Mr. Watts said that the Boards would
59 investigate.
- 60 • Ms. Davis read from a prepared statement regarding the Village Capital Program Review
61 Committee. She also submitted documentation on residents recently relocating from the Deer
62 Crossing area and said she is worried that someone will be shot if no new ordinances are passed
63 to limit firearms discharge.
- 64 • Ms. Wrenner said that the Essex Community Historical Society had published a new calendar
65 and encouraged everyone to purchase one for \$15.

66

67 **5. BUSINESS ITEMS**

68 **a. Interview and potential appointment: Emily Taylor for Housing Commission**

69 Ms. Taylor said that she is a Winooski resident who works full-time in Essex for Champlain Housing
70 Trust (CHT) at Susan’s Place. She believes that joining the Housing Commission would help to engage
71 residents at Susan’s Place, as well as other residents experiencing homelessness, and integrate those
72 residents in the community. Mr. Murray asked Ms. Taylor how her experience working at Susan’s Place
73 has gone so far. Ms. Taylor said it is wonderful that Essex Community Development staff have reached
74 out to offer assistance to residents. She believes that this has helped to make residents feel more welcome
75 and eager to volunteer in the community. The Essex Police Department has been a great partner as well.
76 She said transportation access in the Susie Wilson corridor is something that she would like to see
77 expanded. Mr. Duggan confirmed that residency is not a requirement for membership on this
78 Commission. Mr. Brown asked Ms. Taylor, should she be appointed, what she would like to accomplish
79 in the next few years. She said she would like to open the community up to a more diverse population,
80 including those who would like to experience being an Essex resident without owning a home. Mr. Watts
81 asked Ms. Taylor if there is anything else that she would like to add. Ms. Taylor said she has a never-
82 ending curiosity and loves Vermont. Mr. Murray asked if there were other applicants for the two vacant
83 seats, Mr. Duggan said that there were not. Mr. Watts asked if the Selectboard or Trustees wanted to enter
84 in Executive Session to discuss this item, all agreed that this was not necessary

85

86 **DAWN HILL-FLEURY made a motion, seconded by, TRACEY DELPHIA, that the Selectboard**
87 **appoint Emily Taylor to the Housing Commission. The motion passed 4-0.**

88

89 **RAJ CHAWLA made a motion, seconded AMBER THIBEAULT, that Trustees appoint Emily**
90 **Taylor to the Housing Commission for a term ending June 30, 2024. The motion passed 4-0.**

91

92 **b. Discussion and potential action on tentative agreements about shared services between Town of** 93 **Essex and independent City of Essex Junction**

94 The Boards decided to review changes made to the Memorandum of Understanding (MOU), Police
95 Services Agreement, and Reappraisal Agreement. Changes included in the packet include those that were
96 made by both the Selectboard and Trustees, as well as their legal counsels.

97

98 Memorandum of Understanding (MOU)

99 Ms. Hill-Fleury asked why the phrase, “with the understanding that neither Board has the authority to bind
100 future Boards,” was stricken from the document in the version provided by the Village Attorney. Mr.
101 Brown said this was a suggestion from the Village’s legal counsel. Village Attorney Ms. Safar said that
102 future Boards cannot be bound by governmental functions, only proprietary functions and therefore found
103 the line unnecessary. Ms. Hill-Fleury expressed concern with this interpretation. Ms. Safar recommended
104 reflection of why the boards feel the need to add the language to the contract. She feels it does not
105 accomplish anything by its inclusion. Ms. Hill-Fleury asked how taking this language out could impact
106 future contracts for shared services. Mr. Teich said some of the agreements have a clause stating that they
107 can be ended with proper notice. He said there has been a mutual agreement with the Village and Town
108 for Stormwater services for many years. He feels the Boards need to focus on why it is beneficial for the
109 Town to share the service and why it is beneficial for the Village to want the service. The Selectboard
110 chose to accept the change, and strike “with the understanding that neither Board has the authority to bind
111 future Boards” from the document.

112
113 Regarding the Police Contract, Mr. Ellis asked if the Board of Trustees plan to get voter approval for this
114 ten-year contract. He said this would allow voters to decide that this is something that they want or not.
115 Mr. Tyler said that the Village has been doing so in their role as Town citizens and believes that not
116 having such an agreement would make residents uncomfortable. Mr. Watts said that the difference is that
117 Village voters will no longer be able to vote on the budget yearly. Should the City budget fail, they could
118 not change the amount paid for police services. Mr. Tyler said that this will be one of the agreements
119 being submitted with the charter and that voters would be able to express concern on any of these through
120 the public hearings.

121
122 Ms. Delphia said that there should be a review date on the MOU. She asked when the MOU would
123 expire, should the Vermont legislature not approve the City charter, and asked that it be spelled out in the
124 document. Mr. Ellis agreed that it should be specified if the MOU will expire at the end of the current
125 legislative session (2022), or the next biennium (2024). Mr. Murray said he would like to have it end at
126 the current session, with the option to renew. Mr. Brown said the Boards should decide what they want
127 and the attorneys could make sure that this is reflected in the document. He indicated a desire to have this
128 completed by the end of 2022. All agreed to list the review date as the 2021-2022 legislative session in
129 the document. Should the Village become a City, Mr. Watts said the MOU may have no value as the
130 agreeing entity (the Village) no longer exists. Ms. Safar said that the City will take over all agreements
131 for the Village. Mr. Watts said there has been significant interest in retaining Town access to Essex
132 Junction Recreation & Parks programs, as well as Village Access to Indian Brook. He believes this will
133 need to be discussed further in executive session. Mr. Watts said that, should separation occur, the City
134 and Town will need to determine how to allocate Justices of the Peace. The Justices of the Peace also
135 handle delinquent tax requests as the Board of Abatement. Mr. Watts said that the Selectboard would like
136 additional information regarding the administration transition plan.

137
138 Ms. Delphia asked if all agreements need to be completed prior to the submission of the MOU. Mr. Ellis
139 affirmed. Mr. Chawla said most of these should be completed easily and suggested that the Tree Farm
140 agreement be removed from the list of agreements included in the MOU document as the Tree Farm
141 relationship between the Village and Town will continue regardless of Village separation and
142 incorporation into a city. Both boards want to ensure that there is no interruption in service at the Tree
143 Farm. Mr. Tyler agreed and said that he believes the communities are currently sharing the cost of the
144 Tree Farm equally. Mr. Watts said that, should the Village separate, they would no longer be contributing
145 to the cost of the buildings on the Tree Farm. Mr. Chawla asked for clarification regarding the Village’s
146 ability to determine what happens to the buildings at the Tree Farm. Mr. Teich said the Town and Village

147 are joint owners of the entire property. There is a provision in the agreement that the Town maintain the
148 buildings. Mr. Tyler asked which municipality would be responsible for planning decisions on the
149 property. Mr. Teich asked if the Town and Village Planning Commissions have jointly met, and if so, this
150 may be a good topic for the meetings. Mr. Tyler said this has happened a few times, but this is not a
151 regular occurrence. Mr. Brown addressed Ms. Delphia’s earlier question, saying all agreements are
152 intended to be included in the MOU. Mr. Watts said the Selectboard needs to continue to have a
153 discussion on whether to include information on the Tree Farm in this document.

154
155 Ms. Delphia suggested requesting public comment after each document was discussed. Mr. Brown and
156 Mr. Murray indicated their approval, so long as the comments were relevant to what was just discussed.
157 In public comment, Ms. Dunn asked if the boards would need to go to arbitration or mediation if one
158 community wanted to amend the agreement, but the other did not. Mr. Watts said these statements are
159 missing from the updated document given to the Boards, however, he also questioned that statement when
160 it was in the original packet. He requested that this be further reviewed. Mr. Watts said there is no way
161 for either party to terminate the agreement. Upon Mr. Teich’s suggestion, this issue will be resolved by
162 attorneys.

163
164 Ms. Davis said there are pipes that are under the Tree Farm that are for the Village’s use and suggested
165 speaking to zoning about these.

166
167 **Police Agreement**

168 Mr. Watts suggested that the Police Department “true-up” not occur during the first quarter of the year .
169 Mr. Luck said that date was determined after conversations with Sarah Macy, Finance Director. An
170 additional “true-up” would occur after an audit, if needed. The Selectboard asked for additional time to
171 consider this, as this was a new change. Mr. Chawla encouraged the Selectboard to trust the Finance
172 Department’s opinion on this issue. Mr. Brown asked for clarification on what type of audit would be
173 used. Mr. Duggan said it could refer to any type of audit and was intentionally not specified. In response
174 to the section on Equity and Inclusion, Mr. Chawla said he is uncomfortable with having a police force
175 where residents of the City do not have any oversight. He said that he will trust that this will happen in
176 the long-term. Mr. Murray said he is more comfortable with verbiage that allows City residents oversight
177 without specifying a certain number of residents that would be on the committee. With regards to the
178 termination of the agreement, Mr. Luck encouraged the boards to be more specific regarding the amount
179 of time required for the notice of intent to terminate. Mr. Watts said the Selectboard would not make any
180 decisions on any of the new information presented at this meeting regarding the agreements.

181
182 During public comment, Ms. Dunn asked if the City will be able to increase the level of service expected
183 of the Police Department. She said that this may place an undue burden on the Town. Mr. Murray
184 pointed out a different section of the newly suggested changes to the contract that may be able to prevent
185 this from happening.

186
187 Ms. Cooper thanked the boards for their hard work during this process.

188
189 **Reappraisal & Assessor Services**

190 Mr. Watts said the Selectboard has agreed that the cost of the Assessor’s Office will be based on the
191 number of parcels in each municipality. Ms. Safar and Ms. Shamis said language was added to state, “the
192 City shall compensate the Town for time expended by Town employees in supporting the City’s position
193 in the appeal on a reasonable hourly basis.” This was added in the case of extended appeals, and to allow
194 the offices to disentangle outside of an appeal, should this be required. Mr. Teich asked if this would be
195 applicable to any legal fees that may be required in the case of an appeal. Ms. Safar said this would not be

196 the case. She said each municipality would use their own attorney for an appeal in their respective
 197 community. Mr. Ellis said he wanted to review this documentation further. Mr. Watts said the
 198 Selectboard would not make any decisions on any of the new information presented at this meeting
 199 regarding the agreements. In public comment, Ms. Dunn asked to consider overtime costs when
 200 calculating hourly work on appeal projects.

201

Police

202 Mr. Duggan drew the boards' attention to memos from staff regarding police costs. The memos reviewed
 203 indirect costs of the Police Department, which would be approximately 2%-5% of the departmental cost.
 204 Mr. Watts said the Selectboard will discuss this further in executive session. Mr. Brown said he feels that
 205 using a flat percent is the easiest way of determining this cost, and suggested 3.5%, as it is right in the
 206 middle of the range estimated by staff. Mr. Teich indicated his support for the 3.5% figure, as he feels it is
 207 easy and fair. Mr. Duggan and Mr. Teich thanked staff for their hard work on preparing these documents.

208

c. Approve minutes: September 13, 2021 – (Selectboard only)

209
 210 Ms. Delphia requested that the following statement be changed: “**Ms. Delphia** wondered how often the
 211 retainer contracts would be reviewed. Mr. Martin said they would be reviewed every two years. **Mr.**
 212 **Murray** asked Mr. Martin whether this method would be used for all contracting or just for emergencies.”

213

214
 215 **TRACEY DELPHIA made a motion, seconded by PATRICK MURRAY, to approve the minutes as**
 216 **amended. The motion passed 4-0.**

217

6. CONSENT AGENDA

218
 219 **DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, to approve the Consent**
 220 **Agenda, excluding the minutes from September 13, 2021. The motion passed 4-0.**

221

222 **RAJ CHAWLA made a motion, seconded by AMBER THIBEAULT, to approve the Consent**
 223 **Agenda. The motion passed 4-0.**

224

225 **a. Consider approval of Resolution for Vermont Community Development Program Recovery**
 226 **Housing Grant (Selectboard only)**

227

228 **b. ~~Approve minutes: September 13, 2021 – (Selectboard only); September 20, 2021 - Joint~~**

229

7. READING FILE

230 **a. Board member comments:** Ms. Delphia drew the Board's attention to the Out and About in Essex
 231 event happening throughout the community on Oct. 2 and 3. Ms. Hill-Fleury and Mr. Chawla thanked
 232 Deb McAdoo for her service on the Housing Commission.

233

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

235

236 **c. Email from Deb McAdoo re: Resignation from Housing Commission**

237

238 **d. Out and About flyer October 2-3, 2021**

239

240 **e. Upcoming meeting schedule**

241

8. EXECUTIVE SESSION

242 **~~a. An executive session may be requested to discuss the appointments of public officials~~**

243

244 **c. An executive session may be requested to discuss the employment of public employees**

245

246 **PATRICK MURRAY made a motion, seconded by DAWN HILL-FLEURY that the Selectboard**
 247 **enter into executive session to discuss the employment of public employees in accordance with 1**

244 **V.S.A. Section 313(a)(3), to include the Trustees, Village Attorney, Town Attorney, Unified**
245 **Manager, Deputy Manager, and Assistant Manager. Motion passed 4-0.**

246
247 **GEORGE TYLER made a motion, seconded by RAJ CHAWLA that the Selectboard enter into**
248 **executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section**
249 **313(a)(3), to include the Selectboard, Village Attorney, Town Attorney, Unified Manager, Deputy**
250 **Manager, and Assistant Manager. Motion passed 4-0.**

251
252 **b. An executive session may be needed to discuss negotiation of contracts and agreements between**
253 **the Town of Essex and Village/City of Essex Junction**

254
255 **TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard**
256 **make the specific finding that general public knowledge of contracts and confidential attorney-client**
257 **communications made for the purpose of providing professional legal services to the body would**
258 **place the Town at a substantial disadvantage. The motion passed 4-0.**

259
260 **TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that that the**
261 **Selectboard enter into executive session to discuss contracts and confidential attorney-client**
262 **communications made for the purpose of providing professional legal services to the body, pursuant**
263 **to 1 V.S.A. § 313(a)(1)(A) and (F) to include the Town Attorney, Unified Manager, and Deputy**
264 **Manager. The motion passed 4-0.**

265
266 **DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard to**
267 **continue to 11:15 p.m. Motion passed 4-0 at 11 PM.**

268
269 **DAWN HILL_FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard to**
270 **exit executive session. Motion passed 4-0 at 11:14 PM.**

271
272 **9. ADJOURN**

273 **RAJ CHAWLA made a motion, seconded by AMBER THIBEAULT, for the Trustees to adjourn.**
274 **Motion passed 4-0 at 9:58 PM.**

275
276 **DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard to**
277 **adjourn. Motion passed 4-0 at 11:14 PM.**

278
279 **Respectfully Submitted,**
280 **Darby Mayville**
281 **Recording Secretary**

282
283 **Approved this 4TH day of October, 2021**
284 **(See minutes of this day for corrections, if any)**

285
286
287 
288 **Tracey Delphia, Clerk, Selectboard**

289
290