

**VILLAGE OF ESSEX JUNCTION TRUSTEES
TOWN OF ESSEX SELECTBOARD
SPECIAL MEETING MINUTES
Monday July 19, 2021**

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

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Brad Luck, Essex Junction Recreation and Parks Director

OTHERS PRESENT: Bob Burrows; Kevin Collins; Annie Cooper; Patty Davis; Jon Demeritt; Erin Dickinson; Betsy Dunn; Bill Ellis; Maureen Gillard; Susan Hale; Tamara Jaques; Rachel Lizotte; Deb McAdoo; Adam Newhard; Mary Post; Claudine Safar; Angel Segarra; Kristen Shamis; Ken Signorello; Margaret Smith; Sara Stultz; Mike Sullivan; Irene Wrenner; RM

1. CALL TO ORDER

Mr. Watts called the Town of Essex Selectboard meeting to order at 6:37 PM.

Mr. Brown called the Village of Essex Junction Board of Trustees meeting to order at 6:37 PM.

2. PLEDGE OF ALLEGIANCE

Mr. Watts invited all in attendance to stand and join in the Pledge of Allegiance.

3. AGENDA ADDITIONS/ CHANGES

Mr. Brown requested to remove item 6d, Evaluation of a Public Official, and Executive Session item 9b from the agenda.

4. AGENDA APPROVAL

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard approve the agenda as amended. The motion passed 5-0.

DAN KERIN made a motion, seconded by GEORGE TYLER, that the Trustees approve the agenda as amended. The motion passed 5-0.

5. PUBLIC TO BE HEARD

a. Comments from Public on Items Not on Agenda

Ms. Wrenner commented about limited community input as a reason that merger did not pass. She said, instead of speaking about merger at this point, the two municipalities should resolve their issues. Mr. Brown noted that Ms. Wrenner's comments were based on opinion, and that the merger process had included many opportunities for residents to provide input.

Ms. Davis shared information she researched on the total miles of roads in the Village of Essex Junction and the Town outside the Village. She provided anecdotes about challenges walkers and people with disabilities face in the winter, with limited sidewalks being plowed, and advocated for increased sidewalk plowing.

Mr. Sullivan said that the current discussions are not about merger. Mr. Duggan added that upcoming community forums are also not about merger.

Mr. Signorello gave examples of why he thinks people are complaining about unequal representation and advocated for equal representation for the Town outside the Village.

56 **6. BUSINESS ITEMS**

57 a. **Consider approval of joint resolution in support of Essex Westford School District's Equity**
58 **Policy**

59 Mr. Murray introduced the issue of whether the boards would approve a resolution in support of
60 Essex Westford School District's (EWSD) Equity Policy. He explained that diverse constituents
61 engaged in the process of developing the policy and many residents spoke in support of it at
62 school meetings. Mr. Teich added that multiple public hearings took place on the policy. Mr. Tyler
63 wondered if the municipal work on equity would be in line with the school's equity effort. Mr.
64 Murray said the municipalities plan to focus more on staff and representation equity, and less on
65 students, but there would be alignment with EWSD's equity values.
66

67 Ms. Wrenner said that, although there are many supporters of the equity policy, spending time at
68 a municipal meeting to discuss a school policy is inappropriate. She requested items like this not
69 be on municipal meeting agendas.
70

71 Ms. Delphia read the resolution into the record:

72
73 Whereas, The Essex Westford School District (EWSD) recently worked with the school district
74 and community to develop a policy to create equity in EWSD; and

75 Whereas, EWSD adopted an Equity Policy (C29) on June 15th, 2021; and

76 Whereas, the Town of Essex and Village of Essex Junction have committed to being a
77 community that embraces equity and is more welcoming to all people; and

78 Whereas, the Town of Essex and Village of Essex Junction partner with EWSD to better serve
79 the community.

80 Now, therefore, be it resolved, that the Essex Junction Board of Trustees and Town of Essex
81 Selectboard fully support the Essex Westford School District Equity Policy that was adopted
82 on June 15th, 2021.

83 Mr. Chawla expressed gratitude to EWSD community members, faculty, staff, and students for
84 their work on diversity and thanked the boards for including this resolution on the agenda.

85 **ANDY WATTS made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard**
86 **approve the joint resolution in support of the Essex Westford School District Equity Policy.**
87 **The motion passed 5-0.**
88

89 **DAN KERIN made a motion, seconded by GEORGE TYLER, that the Trustees approve the joint**
90 **resolution in support of the Essex Westford School District Equity Policy.**
91 **The motion passed 5-0.**
92

93 b. ***Discuss Village of Essex Junction independence initiative to separate from Town of Essex**

94 Mr. Brown said the Trustees' discussion with the Selectboard, for this agenda item, would focus
95 on contract proposals from the Village of Essex Junction's independence initiative to separate
96 from the Town of Essex. He explained that none of the contracts being proposed to the
97 Selectboard had been agreed upon and the goal of the discussion was to provide an overview.
98 Mr. Brown read through each contract proposal, included with the agenda attachments. They
99 were presented in order of priority and included police, bonding, transition period, reappraisal
100 fund, senior services, Tree Farm, finance, funds, fiscal year 2023 budget, assets, Indian Brook
101 access, and tax delinquencies. Mr. Brown presented important components and rationale for each
102 contract. Trustee discussions with the Selectboard included the following:
103

104 **Police:** The Trustees and Selectboard members discussed how contracting for police services
105 could include continued payment of bonds, alignment of ordinances and having the police chief
106 answer to the Town Manager. Ms. Hill-Fleury wondered about the contract's inclusion of an
107 advisory oversight board. Mr. Brown and Mr. Murray said the functions of an oversight board
108 would be determined based on the equity and inclusion group's ongoing research of the issue. Mr.
109 Watts and Mr. Brown agreed that they would like to see equal representation on an advisory
110 oversight board. The Trustees and Selectboard members discussed the differentiated funding
111 sources of the Community Justice Center and agreed that this may affect contracting. They talked
112 about the Trustees' rationale for proposing that policing be funded based on grand list numbers
113 vs. incidents or the population list. They discussed possible strategies for developing police
114 budgets and noted that multiple other budgets also support the police, including Human
115 Resources, IT, administration, etc. Mr. Teich said staff would devise a listing of expenses
116 embedded in other budgets, that support the police. The Trustees and Selectboard members
117 talked about the possibility of separately contracting for special events or situations. They
118 discussed whether there may be legal issues related to the timing of payments and what
119 automatic renewal of the contract may look like. Mr. Franco suggested they discuss shared and
120 separate liabilities. Mr. Watts shared scenarios of ordinance alignments that could be challenging
121 and Mr. Kerin talked about how statutes and codes may play a role in this. Mr. Chawla said the
122 contract proposal intends to preserve the police at the same size and service level.
123

124 **Bonding:** Mr. Franco clarified that the proposed contract for bonding would not include sewage
125 and water and would be focused on general and capital funds, not enterprise funds. Mr. Watts
126 wondered if there would be a risk that the contract's proposed moratorium on bonding would "bind
127 the Town's hands". Mr. Tyler expressed confidence that both municipalities would continue to be
128 fiscally responsible. Mr. Murray wondered if a more specific date should be included in this
129 contract instead of relying on timelines created by the Legislature.
130

131 **Transition Period:** Mr. Watts doubted that one year would be enough time to complete all of the
132 transition elements in the contract and talked about the risk of staff overtime and potential costs
133 associated with this. Mr. Brown said many assumptions are hard to prove or disprove at this time.
134 Mr. Luck recapped some of the Trustees' discussions about this contract, which included new
135 hires and contractors for HR, City Clerk, and IT. Ms. Delphia wondered how Town records would
136 be handled during separation, and Mr. Brown said all records up to the first day of the City would
137 remain with the Town. Mr. Brown and Mr. Watts talked about how budgeting might be handled
138 during the transition period, depending on where City residents would pay taxes.
139

140 **Reappraisal Fund:** Mr. Watts suggested an alternate method to address reappraisals, that the
141 City contract with the Town to do the reappraisal and hold the money until the end of the process.
142 Ms. Delphia thought this alternate method may be less difficult. Mr. Watts wondered about who
143 would be doing the tax billing. Mr. Brown said the City clerk would do this. Mr. Tyler said that they
144 have not discussed yet how the school tax collection would take place.
145

146 **Senior Services:** Mr. Brown clarified senior services would be combined under this contract. Mr.
147 Watts and Ms. Delphia wondered about who would determine hours of services and how much
148 space would be utilized. Mr. Luck said that the Senior Center would re-open and set their hours
149 but there may be opportunities to use the space when they are not in operation. Mr. Teich said
150 that, with meeting space limited, the City may want to use the space during off-hours for meetings.
151

152 **Tree Farm:** Mr. Watts reminded the board members that the Tree Farm is jointly owned property
153 by the Town and Village, currently managed by a third entity. He wondered how the ordinances
154 would be in common under this contract and how the Town would budget for this contract. Mr.

155 Luck explained that the intent would be for costs to be budgeted at the beginning of the year and
156 billed at the end of the year. Mr. Watts wondered what would happen if expenses ran over.
157

158 Ms. Delphia suggested that there be a shared methodology for budgeting, to be applied to all of
159 the contracts being discussed. Mr. Brown said this should take into consideration the indirect
160 costs, as discussed earlier in the meeting.
161

162 **Mr. Tyler left the meeting at 8:22 PM.**
163

164 **Finance:** Ms. Delphia wondered if there would be extra staff for finance. Mr. Luck said the
165 Finance Department, under this arrangement, would have two City employees, two Town
166 employees and two shared employees for the period during which Finance is shared. Mr. Watts
167 suggested that this contract not restrict the number of people the Town is allowed. Mr. Brown
168 pointed out that the proposal is in alignment with the Finance Director's memo, but the language
169 could change. He said the Town would employ the Finance Director and Assistant Director and
170 the City would pay for half. Mr. Watts said this should also include IT and the other indirect costs
171 discussed earlier in the meeting. Mr. Teich suggested that staff could propose language for
172 addressing how a vacancy would be filled, with both City and Town input, and include suggestion
173 for supervision.
174

175 **Funds:** Mr. Watts wondered what would happen if there were an overspend of funds, versus an
176 underspend. He was concerned by the possibility of how this may affect unassigned funds of the
177 Town, considering their purpose.
178

179 **Fiscal year 2023 Budget:** Mr. Watts suggested that the last bullet language clarify specific
180 services, to avoid misunderstandings. He agreed that the Town outside the Village benefits from
181 Essex Junction development without paying for the Village Community Development department.
182 Mr. Brown added that the Village is paying 42% of the Town Community Development budget, but
183 is not benefitting from this, so the Town could write a check to the Village for 42%. Mr. Brown
184 added that this also takes place with the Village Fire Department and Parks and Rec. Mr. Kerin
185 gave the example that the capital costs and liabilities the Village helps pay for, but are located in
186 the Town outside the Village, would be another example of reimbursable funds. Mr. Duggan said
187 the calculation of reimbursement is more complicated than just 42% considering various efforts
188 taking place where Town Community Development and Parks and Rec do provide services that
189 benefit the entire community. Mr. Watts suggested that each item where the Village would be
190 requesting this type of payment from the Town be clearly stated in the language of this contract.
191

192 Ms. Delphia asked for further clarification about the rationale for the MOU change. Mr. Brown
193 explained that the City would need to create positions within the new municipality and would no
194 longer need these positions from the Town. She wondered how transition collaboration between
195 the two entities would impact this. Mr. Brown said his assumption would be that collaboration
196 could take place but it would be between two independent positions. Mr. Luck discussed some of
197 the merged positions that currently exist, and percentages of costs provided from each
198 municipality for them, to note that the current MOU does not accurately reflect these costs.
199

200 Mr. Murray wondered if the ask for funding, under this contract, would be limited to only what is
201 being discussed. Mr. Brown said that they may identify more services during ongoing discussions.
202

203 **Assets:** Mr. Watts suggested that this contract is unnecessary because a municipality can own a
204 building in a separate municipality.
205

206 **Indian Brook Access:** Ms. Delphia wondered if the City would be willing to share costs if the dam
207 needed work or to continue the water and invasive species treatments.
208

209 **Tax Delinquencies:** Mr. Watts said a counter-proposal from the Town would be developed for
210 this contract.
211

212 Mr. Watts had questions about items not included in the proposed contracts. He wondered why no
213 contract included Parks and Recreation and Mr. Brown said the contracts were focused on the
214 short-term, but this item would be a discussion the Village would like to have about the long-term.
215 Mr. Watts suggested the Village look into whether the City would need a vote to join Green
216 Mountain Transit. He also said it could be beneficial to talk about the Winooski Valley Parks
217 District, Essex Rescue, the Health Officer, potential new revenue/ local options tax, and cannabis.
218

219 The board members discussed next steps. Ms. Delphia asked whether the Town's counter
220 proposals should be provided as a package or if they should each stand on their own, referring to
221 negotiations procedures. Mr. Brown requested that they stand on their own. They also talked
222 about the role of supposals within conversations. Mr. Brown said it would be helpful to hear from
223 the Selectboard what they might agree to and items for further discussion. He suggested the Joint
224 Meeting on the 26th focus on these responses. Mr. Watts expressed concern with the timeline,
225 considering the Selectboard did not have a meeting scheduled before the 26th.
226

227 Ms. Dunn said that the Trustees took time to work on the proposals presented at this meeting, and
228 requested that the Selectboard not make decisions too quickly. She requested that the contracts
229 only be considered and negotiated if the legislature passes the separation and said that
230 redistricting may not go through this year. She suggested, for policing, that the Trustees consider
231 hiring out events to subcontractors. She wondered why the Town would need to sell properties
232 and not be allowed to bond.
233

234 Ms. Post said that it seems like there are no opportunities for public input on these contracts. She
235 said, for example, that people may not want to share a senior center. She wondered why money
236 is being spent on forums for discussion with the Town if the public cannot weigh in on these items.
237

238 Ms. Wrenner agreed that the process seems rushed and that there should be public comment.
239 She requested that 81 Main Street be kept and mentioned the funds spent to renovate it. She
240 agreed that the City should help pay for dam upgrades and invasive species work, suggesting the
241 City share full costs associated with the reservoir if they want to be season pass holders. She said
242 they should look at who is using the park to inform this discussion.
243

244 Ms. Davis spoke about needing signs and an ordinance to use Saxon Hill.
245

246 Mr. Signorello asked the Selectboard to produce their best alternate proposals versus negotiated
247 agreements.
248

249 **c. Possible action on whether or not to hold a joint board meeting on July 26**

250 Mr. Watts said that the Selectboard members would not know, until after executive session, if they
251 would be ready to agree to continued discussion on the contracts at a July 26th meeting. Mr.
252 Brown said the reason the Trustees requested the extra three Joint meetings was because there
253 would be only four joint meetings before the Trustees need to bring everything to the public in
254 preparation for the separation vote. Mr. Watts said the Selectboard may not be able to meet the
255 Trustees' timeline.
256

257 **d. ~~**Discuss evaluation of public official~~**

258 This agenda item was removed at the beginning of the meeting.

259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310

7. CONSENT ITEMS

- a. **Consider approval of Unified Manager to reappoint Village Treasurer/Tax Collector, Clerk, and Fire Chief –Trustees only**
 - That the Trustees approve the Unified Manager’s appointments of Susan McNamara-Hill as the Village Treasurer/Tax Collector and Clerk and Chris Gaboriault as the Village Fire Chief.
- b. **Consider termination of temporary COVID-19 Emergency Leave policy**
 - That the Selectboard and the Trustees make a motion to remove the Temporary COVID-19 policy from active status.

DAN KERIN made a motion, seconded by RAJ CHAWLA, for the Trustees to approve the Consent Agenda. The motion passed 4-0 (George Tyler had left the meeting).

VINCE FRANCO made a motion, seconded by DAWN HILL-FLEURY, for the Selectboard to approve the Consent Agenda. The motion passed 5-0.

8. READING FILE

- a. Board member comments
 - Mr. Teich said that the Vermonter Amtrak line is back in service and that he had a discussion with elected officials about the train station and platform renovation in Essex. Ms. Hill-Fleury thanked Ms. Getchell for her work on arranging this event. Mr. Teich agreed and also thanked Mr. Pierce and the Parks and Recreation department.
- b. Memo from Greg Duggan re: Update on public forums and Town of Essex planning in response to Village of Essex Junction's separation/independence initiative
- c. Upcoming meeting schedule

DAN KERIN made a motion, seconded by RAJ CHAWLA, that the Trustees adjourn. The motion passed 4-0 at 9:27 PM.

9. EXECUTIVE SESSION

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

TRACEY DELPHIA made a motion, seconded by VINCE FRANCO, that the Selectboard make the specific finding that premature general public knowledge of the Town’s position concerning the proposed contract discussion would place the Town at a substantial disadvantage. The motion passed 5-0 at 9:28 PM.

TRACEY DELPHIA made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard enter into executive session to discuss potential contracts pursuant to 1 V.S.A. § 313(a)(1)(a), to include the Unified Manager, Deputy Manager, Assistant Manager, and Town Attorney. The motion passed 5-0 at 9:28 PM.

DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, for the Selectboard to exit executive session. The motion passed 5-0 at 10:34 p.m.

DAWN HILL-FLEURY made a motion, seconded by VINCE FRANCO, that the Selectboard agree not to meet jointly with the Board of Trustees until after the public forums. The motion passed 5-0.

- b. ~~**An executive session may be needed to discuss the evaluation of a public official~~

311 **10. ADJOURN**
312

313 **DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, to adjourn. The motion**
314 **passed 5-0 at 10:36 PM.**

315
316 Respectfully Submitted,
317 Cathy Ainsworth
318 Recording Secretary
319