

Tree Farm Recreation Facility Management Agreement

- I. This Management Agreement is made between the Town of Essex (“Town”), a Vermont municipality having its Town offices located at 81 Main Street, Essex Junction, VT 05452 and the City of Essex Junction (“City”), a Vermont municipality having its City offices located at 2 Lincoln Street, Essex Junction, VT 05452 and the Tree Farm Management Group Corporation (“TFMG”) a Vermont non-profit organization having its principal place of business located at P.O. Box 8436, Essex Junction, VT 05451 on this 23rd day of October, 2025, and effective as of January 1, 2026.
- II. This Management Agreement governs the operation of approximately 98 acres of field and wooded areas at the Tree Farm Recreation Facility (“Facility”), which is currently and shall continue to be used exclusively for field-based sports, non-motorized trail use and associated uses as defined below. This Management Agreement is being entered into to ensure that the management of the Tree Farm Recreation Facility is coordinated jointly between the Town and the City.
- III. **Definitions** - Throughout this Management Agreement, the following definitions apply:
 - a. Facility - the field and wooded areas (comprising approximately 98 of the 99 acres) of the Tree Farm Recreation Facility. This does not include the approximately one-acre area where the Buildings (as defined in the 02/15/2010 memorandum of understanding between the Town and City) are located.
 - b. Field-based sports - refers to soccer, lacrosse, rugby, ultimate Frisbee, flag football, or other use deemed appropriate by the Town and City and in conformance with this Agreement.
 - c. Field area - refers to the area currently utilized for field-based sports, as indicated on the attached map in purple and green.
 - d. Wooded area - refers to the forested area, as indicated on the attached map in green/gray and dotted.
 - e. Existing Trails - refers to the trails already in use in the wooded area.
 - f. Proposed Trails - refers to all additions to the network of existing trails.
 - g. Non-motorized trail use - refers to the following uses of any existing or proposed trails except for the existing VAST snowmobile trail: walking, hiking, cross-country skiing, snowshoeing, running, or other use deemed appropriate by the Town and City and in conformance with this Agreement.
 - h. School - refers to any of the public schools serving the residents of Essex and Essex Junction.
- IV. **Operations** - The following section governs the operations of the Facility:
 - a. The Facility will be open for reservations from 8 a.m. until dusk each day, from late April/early May to late October/early November, weather depending. The Facility is accessible to the public year-round by ways of the recreation path,

adjacent public roads or overflow parking area.

- b. TFMG will be responsible for setting and maintaining the Facility schedule, which shall be posted on the TFMG website and linked to municipal websites. Notification will be provided via email to the Essex Parks and Recreation Department, the City of Essex Junction Recreation and Parks Department, and the Essex Police Department when the initial season schedule is posted, and of schedule changes associated with full facility rentals. \
- c. TFMG will be responsible for submitting a current profit and loss statement, and a complete list of assets and liabilities to the Town and City twice each year, prior to the opening and after the close of each season.
- d. TFMG will review their current management plan for its operations at the Facility within the first year of this agreement. Should any changes be proposed, managers of the Town and City will be provided a draft for review and comment. The management plan shall cover all aspects of TFMG's operational plans, including maintenance, event and activity management, rules and regulations, emergency response, , traffic, and insurance. Prior to the end of calendar year 2026, an Emergency Action Plan shall be created, with opportunity for comment provided to Essex Police, Town & City fire agencies, and Essex Rescue. The finalized plan shall be circulated to these parties and other neighboring rescue agencies.
- e. General use entry to the Facility will be via the main gate located along the northwest section of the Facility along Old Colchester Road. Facility users will be instructed to use the gate for entry and exit and to connect with Route 2A in accordance with agreed-upon traffic flow practices.
- f. Parking is allowed at designated locations only. Providing overflow parking and any transportation to and from those lots is the responsibility of TFMG.
- g. A traffic management plan approved by the Essex Police Department shall be required for larger special events.
- h. TFMG shall be responsible for maintenance and oversight of the existing trail system in the wooded area. Construction of any proposed trail must first receive approval from the Town and City. Trails may be used for non-motorized activities only, apart from the existing VAST trail. The Town Conservation & Trails Committee will be consulted regarding any proposed trail. TFMG will include information on the trail network, conditions, and use within the annual report submitted to the Town and City as referenced in the Lease. . TFMG is permitted to utilize resources and connections with the School for necessary updates the trail network may need in preparation to host a race at the Facility.
- i. The TFMG shall maintain throughout this agreement a positive standing with the State and Federal government as a recognized legal business entity and 501(c)3 non-profit organization. Failure to maintain either designation is grounds for the Municipalities to terminate this Management Agreement. A copy of TFMG's annual 990 federal filing shall be sent to the Municipalities upon completion each year.

V. Fees - TFMG shall set and retain all fees reasonably necessary to sustain the orderly and

efficient operation of the Facility. This does not include fees related to municipal use by the Town and City, which will be set separately.

VII. Indemnification and Hold-Harmless – TFMG agrees to indemnify and hold harmless the Town and City, and their respective officers, representatives, agents, and employees, from and against any and all claims, damages, losses, expenses or liabilities resulting from or in any way connected with the TFMG's or its guests', employees', tenants', customers', users' or the public's use or occupancy of the Facility. Such indemnity shall include but not be limited to any and all costs, expenses, investigations, attorney fees, liabilities, losses or liability defense incurred by the Town or City. This provision shall survive expiration or any earlier termination of this Management Agreement or use of the Facility by TFMG or its customers or users.

VIII. Miscellaneous –

- a. Any use of the Facility not covered in this Agreement, shall be subject to mutual approval by the Town and City. All applicable covenants and restrictions on the property apply.
- b. The Town and City are not responsible for damaged or stolen property or equipment.
- c. Priority will be given to Town and City uses of the Facility when possible and in accordance with TFMG's management plan.
- d. All disputes regarding usage of the fields shall first be referred to TFMG for resolution. TFMG's decisions on field usage may be appealed to a special four-member panel consisting of two members of the Town Selectboard and two members of the City Council appointed by the respective bodies as necessary. In the event of a 2-2 vote on the special appeal panel, TFMG's decision on field usage will be upheld.
- e. All parties acknowledge any forest education activities pursued or proposed by the School first need approval by the Town and the City.
- f. Any proposed commercial activity inconsistent with the goal of preserving open space for recreational uses and natural resource protection is strictly prohibited. This does not include hosting of tournaments, league activity, temporary advertising (i.e., during league or tournament play), field sponsorship, or general concessions operated by TFMG. Any proposed commercial activity shall first be discussed by and between TFMG and the Town and City Managers and referred to the Town Selectboard and City Council for approval.
- g. TFMG will make its financial records available for inspection and copying upon request by the Town and/or City.
- h. If at any time, for any reason, the TFMG is no longer managing the Facility, pursuant to the TFMG's original and current by-laws, and aligned with the mutual goals of the Town, City and TFMG, TFMG shall dissolve as a Corporation and the assets of the Corporation, after all debts and liabilities identified pursuant to section IV.c above have been satisfied, then remaining in the hands of the Board of Directors shall be distributed, transferred, conveyed, delivered, and paid over, equally to the Town of

Essex and City of Essex Junction for the benefit of their Recreation and Parks Departments. This shall include all physical and financial assets of the Corporation. This will ensure the continued efficient and orderly operation of the Facility and be made in recognition that the assets were acquired by TFMG from rentals of the municipally owned Facility and for the benefits of the users and community.

- i. TFMG agrees to identify a main point of contact for use by the Town and City for communications regarding Facility management.
- j. All parties acknowledge the desire of the Town and City to develop a more formal capital program for the Facility during the term of this Agreement, with TFMG to be invited to participate in this effort. Should the Town and City adopt a capital plan for the site prior to the expiration of this Agreement, and the collection of fees from facility users is identified as a revenue source within said plan, TFMG agrees to collect those fees on behalf of the Town and City. TFMG shall be allowed to list this fee separately from other site fees and identify it as a "municipal fee" or similar. The Town and City must provide notification by July 1 for fee collection to begin the following calendar year. At the time of notification, TFMG shall be provided information on fee remittance, including what fees are to be collected, where fees shall be directed, and on what schedule remittance shall occur.

IX. Term - This Agreement shall take effect as of the date identified in Section I of this document and remain in effect so long as there is an active lease of the Facility to the TFMG. This Agreement may be updated at any time by mutual agreement of all parties.

- a. This Agreement shall be revisited at least 12 months prior to Lease expiration for the purpose of discussing another extension, amendment, termination, or other management agreement.
- b. The Town and City reserve the right to terminate this Agreement prior to its expiration if (1) TFMG is not adequately performing the duties described in either this Agreement or the Management Plan, or (2) any party to this Agreement has otherwise materially breached this Agreement. It shall be within the sole discretion of the municipalities to determine whether TFMG is adequately performing its duties. The legislative body of both municipalities must each vote affirmatively to terminate this Agreement prior to its expiration.
- c. Prior to early termination of this Agreement, the party seeking to terminate the Agreement must notify the other parties in writing of any and all reasons the party is seeking to terminate the Agreement. Notice must detail the reasons set forth that the party is seeking termination and if termination is being sought on the basis of breach, the party alleging breach must set forth in detail the breach alleged. The breaching party shall be afforded 120 days to cure any alleged breach or deficiency prior to termination ("Corrective Action Period").
- d. Following the Corrective Action Period, the non-breaching party shall have 30 days to review the corrective actions taken by the alleged breaching party to determine whether the breaching party has achieved compliance with the terms of this Agreement or the Lease Agreement. If

the compliance has not been achieved and the deficiency or breach has not been corrected, the non-breaching party may elect to proceed with terminating this Agreement or the Lease Agreement. Both municipal legislative bodies must again vote affirmatively to terminate this Agreement or the Lease Agreement prior to its expiration. Any joint determination shall be sent to the other party in writing.

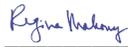
- e. TFMG may voluntarily terminate this Agreement upon 90 days advance, written notice to the Town and City. In so doing, TFMG forfeits all rights or claims to use the Facility, and interim management of the Facility shall jointly be conducted by the Parks and Recreation Departments of the Town of Essex and City of Essex Junction, including all physical and financial assets after all debts have been satisfied for the continued operation of the Facility.
- f. At the time of the termination of this Agreement, either at its expiration or prior to its expiration, the Parties hereto agree that, after all debts have been satisfied, TFMG shall transfer in equal shares to the Town and City any and all funds, monies or revenues earned and accrued, in its possession or control at the time of the termination of this Agreement. All unencumbered physical assets shall remain with the facility for the continued operation of the facility.

For the Town of Essex



Greg Duggan, Town Manager

For the City of Essex Junction



Regina Mahony, City Manager

For the Tree Farm Management Group



Jim Goudie (Oct 23, 2025 14:42:13 EDT)

Jim Goudie, TFMG President

Dated: October 23, 2025

TFMG Management Agmt Extension 2025

Final Audit Report

2025-10-29

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