

EMPLOYMENT AGREEMENT FOR THE UNIFIED MANAGER

This Agreement, made and entered into this 14th day of JANUARY, 2018, by and between the Town of Essex, Vermont, a municipal corporation acting by its Selectboard (the "Town"), the Village of Essex Junction, a municipal corporation acting by its Board of Trustees (the "Village"), and Evan K. Teich, hereinafter referred to as the "Unified Manager."

RECITALS

WHEREAS, the Town and Village desire to employ the services of said Evan K. Teich as a Town Manager of the Town of Essex and a Village Manager of the Village of Essex Junction, a position to be referred to as Unified Manager; and

WHEREAS, the Town and the Village may contract with an individual for such services; and

WHEREAS, it is the desire of the Town and the Village to provide certain benefits, establish the conditions of employment, and set the salary of said Unified Manager; and

WHEREAS, it is the desire of the Town and the Village to appoint the Unified Manager and to provide inducement for him/her to remain in such employment; and

WHEREAS, the parties intend that this Employment Agreement shall be for an initial term of 3 years, but subject to renewal for successive term(s).

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties mutually agree as follows:

SECTION I: FUNCTIONS & DUTIES

The Town and the Village agree to employ said Evan K. Teich as Unified Manager. The Unified Manager shall perform the functions and duties of the chief executive officer of the Town of Essex and Village of Essex Junction as specified in the respective Town and Village Charters and State law, and such other duties and functions as the Selectboard of the Town of Essex and the Board of Trustees of the Village of Essex Junction (hereinafter referred to collectively as the "Boards") shall, from time to time, legally assign to him.

SECTION II: TERM

- A. This Agreement shall have a term of three (3) years, beginning February 26, 2018, unless an alternative date is mutually agreed-upon by the Unified Manager and the Boards, and shall remain in effect through February 25, 2021, unless earlier terminated under the provisions of this Agreement.

SECTION III: TERMINATION & SEVERANCE PAY

- A. The Boards may terminate the Unified Manager at any time, with or without cause. In the event that either of the Boards removes the Unified Manager from the office of Town Manager or Village Manager, pursuant to State law and their respective charters, such removal shall constitute termination of the Unified Manager by both Boards under this Agreement.
- B. In the event the Unified Manager is terminated by the Boards, the Unified Manager shall be entitled to severance pay and continued Town of Essex health insurance benefits, as described in paragraph C of this section; provided, however, that in the event the Unified Manager voluntarily terminates or is terminated as a result of a criminal conviction, the Unified Manager shall not be entitled to severance pay and continued Town of Essex health insurance benefits.
- C. If termination occurs prior to February 26, 2019, Unified Manager shall receive the equivalent of nine (9) months' salary and may remain on Town health insurance for six (6) months. If termination occurs from February 26, 2019 through February 25, 2020, Unified Manager shall receive the equivalent of seven (7) months' salary and may remain on Town health insurance for four (4) months. If termination occurs after February 25, 2020, Unified Manager shall receive the equivalent of six (6) months' salary and may remain on Town health insurance for three (3) months. Any continued health insurance under this provision will be subject to the same employer share of premiums as would be offered to non-union employees in the Town of Essex at the time the benefit is provided.
- D. In the event the Unified Manager voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Unified Manager shall give the Boards not less than ninety (90) days' written notice in advance, unless the Unified Manager and the Boards agree otherwise. In the event of a voluntary resignation, the benefits enumerated in paragraphs B and C of this section shall not apply.
- E. Non-renewal of this agreement shall not constitute a termination, provided that at least one of the Boards provides the Unified Manager with written notice of its intent not to renew not less than one hundred and twenty (120) days in advance.
- F. This section shall survive any termination of this Agreement.

SECTION IV: COMPENSATION

- A. The Unified Manager shall be paid an annual base salary of not less than \$130,000 per year, to be paid in installments at the same time that other non-union employees of the Town are paid.
- B. The Unified Manager shall be eligible for performance bonuses on February 26, 2019 and February 26, 2020, each in an amount not to exceed \$3000. The amount of any bonus to be paid shall be at the Boards' discretion, based on satisfactory performance of the Unified Manager and achievement of mutually agreed-upon goals.
- C. The Unified Manager shall be eligible for a wage adjustment beginning February 26, 2020. Any such wage adjustment shall be at the Boards' discretion, based on satisfactory performance of the Unified Manager and shall be consistent with general wage increases for non-union Town staff, both in terms of the amount of increase and the effective date.

SECTION V: BENEFITS

- A. **Health, Dental, and Vision Insurance:** The Unified Manager shall be eligible for all health, vision, and dental insurance benefits available to other non-union Town employees. Employer contributions to said benefits shall be paid by the Town on the same basis as for other non-union Town employees.
- B. **Life Insurance, Long Term Disability Insurance, Accidental Death & Dismemberment Insurance:** The Town agrees to provide life insurance, long term disability insurance, and accidental death & dismemberment insurance. The percentage of any premium paid by the employer and the amount of any benefits will be consistent with that granted to non-union Town employees.
- C. **Vacation Leave:** The Unified Manger shall be entitled to three (3) weeks of vacation leave during the period from February 26, 2018 through February 25, 2019; four (4) weeks of vacation leave during the period from February 26, 2019 through February 25, 2020; and four (4) weeks of vacation leave during the period from February 26, 2020 through February 25, 2021. Vacation use and carry-over policies will be those in place for non-union Town employees during the relevant times.
- D. **Sick Leave:** The Unified Manager will be allocated three (3) days of sick leave upon execution of this Agreement. Thereafter sick leave will accrue and may be used consistent with the policy applicable to non-union Town employees.
- E. **Retirement Savings:** The Unified Manager shall participate in the VMERS C retirement savings program, unless the Unified Manager seeks and is granted a waiver pursuant to 24 V.S.A. § 5053(d). The Town shall contribute to said retirement account in the same amount as it does for other non-union Town em-

ployees. All retirement savings policies and rules shall apply to the Unified Manager as they do to other non-union Town employees.

SECTION VI: GOALS & OBJECTIVES

- A. The Boards shall annually review and evaluate the Unified Manager's accomplishment of the goals and objectives discussed below. This review and evaluation shall be in accordance with specific criteria developed jointly from time to time by the Boards and the Unified Manager.
- B. Annually, the Boards and the Unified Manager shall define such goals and performance objectives, which they determine necessary for the proper operation of the Town and Village and the attainment of the Boards' policy objectives, and shall further establish a relative priority among the various goals and objectives, and said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limits specified, within the annual operating and capital budgets and appropriations provided by the Town and Village and within existing circumstances and external conditions affecting the Town and Village.

SECTION VII: EXPENSES

- A. **Automobile Expenses:** The Unified Manager shall be provided with a vehicle by the Town, or a \$300 per month vehicle allowance. The Unified Manager may elect between these two options, provided that if the Unified Manager elects to receive a \$300 per month vehicle allowance, the Unified Manager shall provide the Town with a certificate of insurance coverage yearly, prior to February 26 of 2018, 2019, and 2020. The vehicle insurance coverage shall name the Town of Essex as an additional insured, unless State law, regulation, or the insurance carrier prohibits doing the same.
- B. **Professional Development:** The Town shall pay the Unified Manager's reasonable expenses for one multi-day national or regional professional development conference of the Unified Manager's choice each year, subject to the necessary appropriation of funds within the annual budget. The Town agrees to pay for the professional dues and subscriptions for the Unified Manager necessary for membership in the International City/County Management Association, and the Vermont Town and City Management Association, subject to the necessary appropriation of funds within the annual budget.
- C. **Moving and Relocation Expenses:** The Town shall provide a one-time \$5,000 non-refundable stipend, and a one-time \$5,000 self-amortizing loan to be used for moving expenses, both payable as lump sums within a reasonable time following execution of this Agreement. Provided that the Unified Manager remains employed under this Agreement, the Town shall forgive the loan on the following schedule: \$1,667 shall be forgiven on February 25, 2019; \$1,667 shall be forgiven on February 25,

2020; and \$1,666 shall be forgiven on February 25, 2021. If the Unified Manager voluntarily terminates this Agreement, any unamortized balance of the loan shall be immediately due to the Town, and shall be deducted from any outstanding paychecks. If the Unified Manager is terminated by the Boards, 50% of the remaining unamortized balance shall be immediately due to the Town, and shall be deducted from any outstanding paychecks; the remaining 50% of any unamortized balance shall be forgiven.

- D. **Other Expenses:** The Unified Manager shall be reimbursed for any reasonable expenses incurred in the performance of his duties, or as an official representative of the Town and Village, including attendance by him at civic events.

SECTION VIII: HOURS OF WORK

It is recognized that the Unified Manager must devote a great deal of time outside of normal office hours to the business of the Town and Village, and to that end the Unified Manager will be allowed to establish a reasonable schedule, in consultation with the Chair of the Town Selectboard and President of the Village Trustees.

The Unified Manager will devote full time and attention to the business of the Town and Village and will not engage in any other business, except with the approval of the Boards.

SECTION IX: BONDING & INDEMNIFICATION

The Town and Village shall indemnify and save harmless and defend the Unified Manager as required by 24 V.S.A. § 901 *et seq.*

This section shall survive any termination of this Agreement.

SECTION X: RESIDENCY

There shall be no residency requirement imposed upon the Unified Manager.

SECTION XI: SEVERABILITY

If any provision or any portion thereof of this Agreement is found to be unconstitutional, invalid or unenforceable, it shall not affect the remainder of said Agreement but said remainder shall be binding and remain in full force and effect.

SECTION XII: GOVERNING LAW

This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Vermont, without regard to conflict of law principles.

SECTION XIII: AMENDMENTS

The text herein shall constitute the entire Agreement between the parties, unless amended in writing by mutual agreement and signed by all parties.

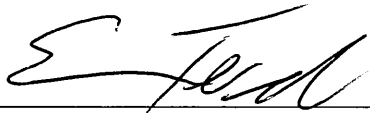
SECTION XIII: NOTICES

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent in person, by certified mail, and/or by Federal Express or UPS in such fashion that a receipt for delivery is obtained, to his/her last known residence, in the case of the Unified Manager, or the Chair of the Town Selectboard in the case of the Town, or the President of the Village of Essex Junction in the case of the Village.

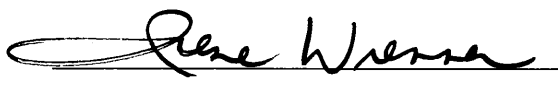
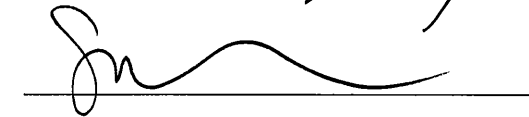
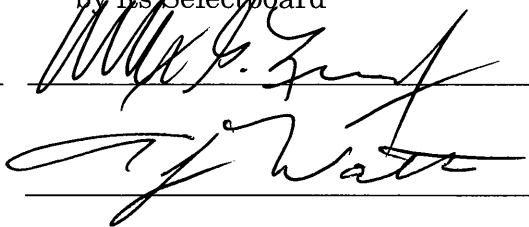
IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the 28 day of December in the year 2017.

TOWN OF ESSEX

by its Selectboard



Evan K. Teich
Unified Manager



Approved as to form only:



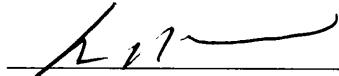
William F. Ellis, Esq.
Counsel for Town

VILLAGE OF ESSEX JUNCTION

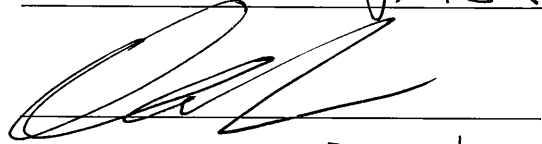
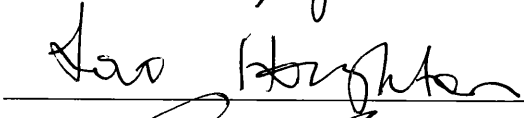
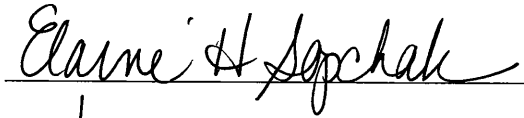
by its Board of Trustees



Approved as to form only:



David Barra, Esq.
Counsel for Village



[printed December, 2017]

TOWN OF ESSEX
SELECTBOARD MEETING MINUTES
Thursday, February 25, 2021

SELECTBOARD: Elaine Haney, Chair; Patrick Murray, Vice Chair; Vince Franco; Dawn Hill-Fleury.

PLANNING COMMISSION: Dustin Bruso, Chair; Joshua Knox, Vice-Chair; John Mangan, Clerk; John Alden, Alternate; Tom Furland; David Raphael; Jonathan Schumacher.

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Gregory Duggan, Deputy Manager; Sharon Kelley, Zoning Administrator; Dennis Lutz, Public Works Director; Owiso Makuku, Interim Community Development Director; Darren Schibler, Town Planner; Deana Stoneback, Administrative Assistant.

OTHERS PRESENT: Jim Bernegger, Barb Chapin, Diane Clemens, Annie Cooper, Patty Davis, Tracey Delphia, Paula Duke, John Egan, Deb Ehler Holland, Michael Hoey-Lukakis, Bob Klinefelter, Gregory Lyon, Nick Martin, Paul O'Leary, Roseanne Prestipino, Ken Signorello, Steven Shaw, Liz Subin, Irene Wrenner, Lorraine Zaloom, Sharon Zukowski, Jack _____

1. CALL TO ORDER

Elaine Haney called the meeting of the Town of Essex Selectboard to order at 6:34 PM.

2. AGENDA ADDITIONS/ CHANGES

Deputy Manager Greg Duggan requested the following agenda additions:

- 5c: Consider ratification and reaffirmation of decision made February 3, 2020 to extend contract of Unified Manager.
- 7d: Minutes from the December 21, 2020 Selectboard meeting.
- 8b: An executive session may be necessary to discuss the employment of a public official.

3. APPROVE AGENDA

DAWN HILL-FLEURY made a motion, seconded by PATRICK MURRAY, to approve the agenda as amended. Motion passed 4-0.

4. PUBLIC TO BE HEARD

Patty Davis said that she believes that biodiversity and sustainability are important to the future of our community and volunteered to assist with future initiatives.

5. BUSINESS ITEMS

a. Discussion with Planning Commission: Essex Town Center (ETC) Next plan (Update to 1991 Town Center Master Plan)

Owiso Makuku, Interim Community Development Director, and Darren Schibler, Town Planner, began with a presentation on the work that went into developing this plan. The process began in 2017, and included focus groups, committee work, and open houses. The initiative encompassed the most public input the Community Development Department has ever had in the planning process. The main goals of the ETC Next plan include making the Essex Town Center more connected as well as more oriented to bike and pedestrian needs. There is a desire to enhance commercial offerings and offer more diverse housing options. Ms. Makuku said that the Community Development Department did not take a "cookie-cutter" approach and instead honored the differences between areas in the Town Center. She also emphasized the importance of infill development in keeping costs down and improving the area. Mr. Schibler discussed some of the environmental concerns in the area. Further work will be done to make zoning bylaws compatible with this plan, should it be approved.

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Ms. Haney opened the discussion to the Selectboard. She thanked staff for their hard work and said that the plan is a vision that is long overdue. Mr. Franco echoed this sentiment. Mr. Murray said that he was appreciative of the focus on housing issues as well as green infrastructure. Ms. Hill-Fleury said that she is concerned about the status of the wetlands in Essex Center and asked if any developers have been involved with the construction of this plan. Mr. Schibler said that Peter Edelmann, the owner of the Essex Experience, has been involved. Ms. Haney said that the Essex Westford School District is interested in learning more about growth trends in the community and asked if this initiative has produced any information on these trends. Mr. Schibler said that the Chittenden County Regional Planning Commission is still predicting sustained growth in Chittenden County, although household size is estimated to decrease. Ms. Makuku said that the demographics in the community have changed since the plan was originally created in 1991. She also said that the Town is required to notify the School District if more than ten residential units are approved. Ms. Haney asked for more details on how this document will relate to the area near the Essex Experience. Mr. Brusco said that more details will be provided as this document is incorporated into zoning regulations. Specifics are purposefully left out of these documents, as it is a vision to drive the next few decades of development.

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- Ms. Haney opened the floor to public input.
- Ms. Davis said that we should try to make Essex a community that millennials are attracted to, by increasing walkability and offering a diverse variety of services.
 - Mr. Klinefelter said that he is a civil engineer and has lived on Londonderry Lane for ten years. He said that the plan is well-done, and that it is important to prioritize bike/pedestrian issues. He also suggested using old rail beds for pedestrian trails.
 - Ms. Zaloom asked about health equity for those who live on VT Route 15, noting that there is a lot of pollution and noise in the area. Ms. Makuku said that when development is addressed, we can think about requiring safeguards against light and sound. Ms. Haney said that the Selectboard intends to address a sound ordinance at some point.
 - Ms. Cooper said that, as a member of the Bike/Walk Advisory Committee and the Economic Development Commission, she is excited about the collaborative nature of this plan.
 - Mr. Egan said that he is happy to see this plan move so quickly to implementation. He also suggested against high-rise buildings as they would ruin the aesthetics of the area.
 - Ms. Zukowski raised her concern about the plan's goal to increase residential density, as she does not believe that we have the infrastructure for this. She also suggested changing the Conservation Committee to a Commission so that they would have the power to apply for grants.
 - Ms. Davis said that there are regulations to prevent any buildings from blocking Mount Mansfield or Camels Hump.
 - Ms. Delphia encouraged a continual focus on multi-modal transportation.

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Mr. Murray exited the meeting at 7:57 p.m., as planned.

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6. CONSENT ITEMS

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DAWN HILL-FLEURY made a motion, seconded by VINCE FRANCO to approve the Consent

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Agenda:

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- a. Approve minutes: December 21, 2020; February 1, 2021; February 16, 2021

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The motion passed 3-0.

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8. READING FILE

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a. Board member comments:

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- Mr. Teich reminded the community that the Town meeting on Monday is virtual only. The meeting has been changed from Microsoft Teams to Zoom due to meeting size limitation. Representative Peter Welch will also be present at the meeting.

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- Ms. Haney granted Ms. Cooper permission to ask additional questions. She asked if the meeting will be filmed via Town Meeting Television, if the public has been notified about the change to the Zoom platform, and if there would be a phone number to call in with questions. All were answered in the affirmative.

- b. Email Charles Cole re: Family
- c. Upcoming meeting schedule

8. EXECUTIVE SESSION

DAWN HILL-FLEURY made a motion, seconded by VINCE FRANCO, that the Selectboard enter into executive session to discuss the evaluation of a public official in accordance with 1 V.S.A. Section 313(a)(3), to include the HR Director and Deputy Manager. Motion passed 3-0.

VINCE FRANCO made a motion, seconded by DAWN HILL-FLEURY, that the Selectboard enter into executive session to discuss the employment of a public official in accordance with 1 V.S.A. Section 313(a)(3), to include the HR Director and Deputy Manager. Motion passed 3-0 at 8:13 p.m.

DAWN HILL-FLEURY made a motion, seconded by VINCE FRANCO, to exit executive session. Motion passed 3-0 at 8:30 p.m.

VINCE FRANCO made a motion, seconded by DAWN HILL-FLEURY, to ratify and reaffirm the decisions made in executive session to extend the contract of the Unified Manager Evan Teich with the Town of Essex and The Village of Essex Junction from February 26, 2021 to February 25, 2022, to authorize a \$3,000 bonus to be paid on February 26, 2020, to authorize a 3% pay increase to be effective February 26, 2020, and to amend the language in Section 3. E of the Unified Manager's contract to require 180 days (six months) notice of non-renewal, made at the joint meeting of the Town of Essex Selectboard and the Village of Essex Junction Board of Trustees on February 3, 2020. Motion passed 3-0.

9. ADJOURN

DAWN HILL-FLEURY made a motion, seconded by VINCE FRANCO, to adjourn. Motion passed 3-0 at 8:32 p.m.

Respectfully Submitted,
Darby Mayville
Recording Secretary

Approved this _____ day of _____, 2021

(See minutes of this day for corrections, if any)

Vince Franco, Clerk, Selectboard

VILLAGE OF ESSEX JUNCTION
TRUSTEES MEETING MINUTES
February 23, 2021

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

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Tammy Getchell, Assistant to the Manager; Sarah Macy, Finance Director; Robin Pierce, Community Development Director; Travis Sabatano, Human Resources Director

OTHERS PRESENT: Kevin Collins; Annie Cooper; Patty Davis; Roseanne Prestipino; Steve Rivard; Saramichelle Stultz; Tim Shea.

1. **CALL TO ORDER**

Mr. Brown called the meeting to order at 6:30 PM.

2. **AGENDA ADDITIONS/ CHANGES**

Ms. Getchell requested the addition of new agenda item 6e, Ratifying and Reaffirming Unified Manager Contract Extension Terms. She also requested the addition of a memo from the HR Director, of the same name, for this agenda item. The previous item 6e, **Discuss the evaluation of a public official, became item 6f.

3. **APPROVE AGENDA**

GEORGE TYLER made a motion, seconded by RAJ CHAWLA, to approve the agenda as amended. The motion passed 5-0.

4. **PUBLIC TO BE HEARD**

a. **Comments from public on items not on the agenda.**

There were no comments from the public at this time.

5. **PUBLIC HEARING**

a. **Second Public Hearing on Fiscal Year 2022 Proposed Budgets and Capital Programs**

Mr. Brown opened the Public Hearing at 6:35 PM and Ms. Macy gave an overview of the FY2022 Proposed Budgets and Capital Programs. She said the General Fund is similar to the previous year's budget, except for a formatting change to move the Highway and Rolling Stock. She summarized the General Fund FY2021 budget and proposed FY2022 budget changes, along with contributing factors in Salaries and Benefits; Capital Transfer; Repairs & Maintenance Buildings; Board Stipends; Professional Services; Salary Study; Paving; Salt costs and Other (Net decreases). She presented the Estimated Tax Impact:

	FY2021 Budget	FY2022 Proposed Budget	\$ Change	% Change
Tax Levy	\$3,670,039	\$3,745,866	\$75,827	2.1%
Tax Rate	\$0.3302	\$0.3334	\$0.0032	0.97%

Ms. Macy said the estimated tax increase to a \$280,000 Village property is \$8.96. She explained how increases to other revenue sources and the estimated Grand List increase of 0.84% impacted the budget and how the Village of Essex Junction Homestead Tax Rates are used (65% on Schools, 21% on Town of Essex services and 14% on Village of Essex Junction services.) Ms. Macy provided a Summary of Capital Funds, including proposed spending and notes for the Capital Reserve; Rolling Stock; Essex Junction Recreation & Parks Capital; Water Capital; Wastewater Treatment Facility Capital; and Sanitation Capital. She summarized Enterprise funds for FY2021 and FY2022, to illustrate changes from FY2021 to FY2022 in the EJRP Program Fund;

51 Water Fund; WWTF Fund and Sanitation Fund. Ms. Macy said Enterprise funds are user fee
52 funds, not tax-driven funds. She talked about WWTF flow increase costs, increased regulations,
53 bond payments, and the meter replacement program. She summarized Estimated Utility Rate
54 Changes in Water, WWTF, and Sanitation from FY2021 to FY2022.
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56 Mr. Brown reiterated that the increase to the EJRP budget is not at all funded by taxes, so will not
57 affect the tax rate. He said the cost of childcare is not increasing, but the offering is expanding. He
58 also clarified that the Densmore Drive project is expecting at least a 75% reimbursement from
59 Federal Emergency Management Agency (FEMA). Mr. Teich confirmed that the cost of this project
60 will mostly be paid for by the Federal Government, not through taxes.
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62 There were no comments from the public at this time so Mr. Brown closed the Public Hearing at
63 6:50 PM.
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65 **6. BUSINESS ITEMS**

66 **a. *Interview and consider appointment of volunteer Steve Rivard to Tree Advisory Committee**

67 Mr. Brown welcomed Mr. Rivard to interview for the Tree Advisory Committee appointment. He
68 said they would conduct the interview during this meeting and determine the appointment at a
69 future meeting so the Trustees can discuss a Tree Advisory Committee policy that states all
70 committee members must live in the Village. He said Mr. Rivard owns property in the Village but
71 lives in a neighboring community.
72

73 Mr. Brown asked Mr. Rivard why he wanted to serve on the Tree Advisory Committee. He said he
74 loves the Village and its trees, he is a native Vermonter, and he knows some of the committee
75 members. He said he helps promote the Village as a Tree City USA-endorsed community. He said
76 he has helped with Arbor Day presentations; is a board member of Branchout Burlington; helps
77 with local tree care, to promote healthy trees and canopy; and enjoys community engagement. Mr.
78 Tyler asked Mr. Rivard for his feedback on the local trees. Mr. Rivard suggested that new buildings
79 should provide room for trees next to the road and said he is proud of the Brickyard Drive Trees he
80 helped plant. Mr. Tyler explained that the Planning Commission determines setbacks for buildings
81 and the Tree Advisory Committee can provide advice to this commission as well as the Trustees.
82 Mr. Chawla thanked Mr. Rivard for already helping and supporting the committee and for
83 volunteering for a more official appointment. The rest of the Trustees also thanked him.
84

85 **b. Consider approval of Fiscal Year 2022 Proposed Budgets and Capital Programs**

86 Ms. Macy recapped the process leading up to this consideration for approval of the FY2022
87 proposed budgets and capital programs, including board member and staff discussion during the
88 Trustee's budget day, followed by revisions, and two public hearings. She requested the Trustees
89 approve the FY2022 proposed budgets and Capital Programs.
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91 **GEORGE TYLER made a motion, and DAN KERIN seconded, that the Trustees adopt the**
92 **various FY2022 budgets as presented. The motion passed 5-0.**
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94 **c. Consider approval of waivers for concert series**

95 Mr. Pierce introduced the issue of whether the Trustees would consider approval of 30 additional
96 waivers for amplified events at the Champlain Valley Exposition (CVE) during the 2021 season, for
97 a total of 50. He said the CVE had a significantly hard year, laying off staff and not hosting any
98 concerts for income in 2020. He said this proposal could be a way for the municipality to support
99 CVE this year, during and post pandemic.
100

101 The Trustees discussed the proposal. Mr. Brown explained that these waivers would mostly be for
102 concerts. Mr. Chawla asked how CVE chose to request 30 waivers, and Mr. Pierce said they
103 worked back from the total loss from 2020 to determine the number. Mr. Chawla asked how the

104 concerts would be clustered, and what the date range would be, pointing out that 50 waivers could
105 equate to a concert every two days during the summer. He expressed concern with this number.
106 Ms. Thibeault added that neighboring community members would need to be notified of this
107 change. Mr. Shea, the CVE Director joined the discussion. He and Mr. Pierce described strategies
108 for notifying neighboring residents. Mr. Tyler suggested notifications to neighbors be conducted by
109 Essex staff to help eliminate cost to CVE. Mr. Shea said putting out a full schedule is a challenge
110 because they schedule concerts with entertainers who are routing. Ms. Thibeault requested
111 clarification of the difference between amplified events and non-amplified events. Mr. Pierce
112 explained that amplified events have speakers and non-amplified do not. Mr. Shea talked about
113 stage directions and speaker projection distances. He said the amplified events would sound
114 similar to fair concerts and would be subject to the same decibel limits. Ms. Thibeault suggested
115 that a decision should not be made until community members are made aware of the request.
116

117 Ms. Cooper talked about how concerts enliven life and encourage important social connectivity.
118 However, she expressed concern that the sound would interrupt families who need to put children
119 to bed for so many nights during the summer. She wondered if there could be more creative
120 thinking for how sounds/entertainers could be less amplified.
121

122 Ms. Stultz asked if there would be fireworks at these amplified events; if this extra 30 waivers
123 would only take place this year, or if it would set a precedent for future years; and what months
124 these events would take place. She said that a lot of notification should be made to the entire
125 community at least a week in advance and encouraged a month in advance. Mr. Shea said there
126 would be no fireworks at the events. He said the schedule includes June, July, and August. He
127 mentioned that three schools are requesting the CVE be the location for their graduations.
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129 Ms. Marin said she lives at Countryside and every year calls the police about the noise coming
130 from the CVE. She said she is unable to live peacefully because of the noise is too high to have
131 conversations or hear her own music. She said thinking about the extra 30 waivers makes her
132 think she may need to move. She strongly opposed them.
133

134 Mr. Brown confirmed that Mr. Shea would need an answer to his request by March 12th. He said he
135 wanted to include a caveat about neighbor notifications within a certain time period, and that the
136 events not take place on school nights. Mr. Shea recapped some highlights of CVE efforts during
137 the pandemic. He said, to date, the UVM vaccine center at CVE has administered 17,000 COVID
138 vaccines and conducted 13,000 COVID tests. He also talked about the food distribution efforts that
139 took place there.
140

141 d. **Discussion regarding Municipal Ordinance Section 718 noise: regulating collection of**
142 **refuse**

143 Mr. Pierce introduced the discussion about Ordinance section 718, of whether the Trustees would
144 like staff to investigate or plan next steps for a noise standard that would apply to trash haulers. He
145 said there have been complaints from residents related noise made by trash hauling that takes
146 place early in the morning or late in the evening. He said other communities do have time frames
147 written into their ordinances related to trash removal times. Ms. Thibeault suggested that the issue
148 should be tabled until after the merger vote to determine whether it should be a consolidated
149 ordinance. Mr. Chawla suggested times for trash hauling should be aligned with noise controls
150 noted in the Land Development Code, in Section 4, Paragraph G. Mr. Pierce agreed with this
151 suggestion. Mr. Tyler, Mr. Teich, and Mr. Brown talked about the lack of clarity at this
152 point, regarding what impact changes to trash removal would have on retail or manufacturing
153 businesses. Mr. Chawla wondered if certain areas should be exempt from a time change, but he
154 was unsure where this would apply. Mr. Brown said staff should research what impact this change

Commented [ML1]: Should this be a different word?
Touring? Rotating?

Commented [TG2R1]: No idea. May have to view the video
for the answer. It sounds like it's wrong.

would have on newer buildings, single family homes, and businesses. Mr. Tyler suggested they research how this would impact the waste removal companies first.

Ms. Cooper said that the Economic Development Commission is preparing business outreach channels. She said she could bring up whether the Commission would be willing to utilize their outreach channels to survey businesses about this issue. She agreed with Mr. Tyler that the trash haulers should be contacted first and pointed out that this type of change would be challenging for them due to the length of their routes. She suggested the beginning time for removal be 7:00 AM. Mr. Teich said staff would connect with trash haulers and local businesses and return to the Trustees in a few weeks with findings and suggestions.

e. Ratifying and Reaffirming Unified Manager Contract Extension Terms

Mr. Teich explained that this business item's motion should have been made by the Trustees after an Executive Session February 3, 2020, but it was overlooked; he said passing the motion now would effectively ratify and reaffirm the Unified Manager Contract Extension Terms.

GEORGE TYLER made a motion, seconded by RAJ CHAWLA, to ratify and reaffirm the decisions made in executive session to extend the contract of the Unified Manager, Evan Teich, with the Town of Essex and the Village of Essex Junction from February 26, 2021 to February 25, 2022, to authorize a \$3,000 bonus to be paid on February 26, 2020, to authorize a 3% pay increase to be effective February 26, 2020 and to amend the language in Section 3.E of the Unified Manager's contract to require 180 days (six months notice of non-renewal, made at the joint meeting of the Town of Essex Selectboard and the Village of Essex Junction Board of Trustees on February 3, 2020. The motion passed 5-0.

e. f. **Discuss the evaluation of a public official

This agenda item took place in executive session, as 6a.

7. CONSENT ITEMS

a. Approve minutes: February 9, 2021

b. Consider approval for Certification of Highway Mileage

- That the Trustees Sign the 2021 Certificate of Highway Mileage as presented.

c. Consider approval of Tri-Town Committee recommendation to deny Casella Waste Systems request for landfill leachate treatment

- That the Trustees support the recommendation from the TriTown Committee to not accept the Coventry, VT landfill leachate for treatment.

d. Check Warrants: #1727 – 2/5/21; #17238 – 2/12/21

AMBER THIBEAULT made a motion, seconded by RAJ CHAWLA, to approve the Consent Agenda. The motion passed 5-0.

8. READING FILE

a. Board member comments

Mr. Teich said the Town Meeting vote on Merger is scheduled for Tuesday, March 3. He reminded Village residents that they are ALSO residents of the Town so they should vote on March 3. He said they could drop ballots off in the ballot box outside the Town offices by 5 PM March 1; bring their ballots to the polls at the Highschool on March 2; or vote with a new ballot at the polls on March 2. He said the Informational Hearing on March 1 would be virtual and include a presentation of the budget as well as the Plan for Merger. He said Mr. Eustis would moderate the meeting and take questions. He said that over one thousand ballots had been returned so far, and he thanked the Board of Civil Authority for their work sorting ballots. He requested that all votes include the voters full name and address on the ballot to determine who voted from which district.

- 208 Ms. Stultz said she supported Mr. Rivard to be appointed to the Tree Advisory Board.
209
- 210 b. **Email from Elaine Haney re: Town concerns re: H.124, Vermont Employment Growth**
211 **Incentive**
- 212 c. **Email from James Jutras re: Legislative priorities**
- 213 d. **Email from Peter Gustafson re: Planting trees this spring**
- 214 e. **Memo from Susan re: 2021 Candidate/Election Information**
- 215 f. **Email from Madeline Orsini re: Senior Center**
- 216 g. **Email from Charles Cole re: Family**
- 217 h. **Upcoming meeting schedule**
- 218
- 219 9. **EXECUTIVE SESSION**
- 220 a. ***An executive session may be requested to discuss the appointment of a public official.**
- 221 b. ****An executive session is anticipated to discuss the evaluation of a public official**
- 222
- 223 **ANDREW BROWN made a motion, and GEORGE TYLER seconded, that the Trustees enter into**
224 **executive session to discuss the evaluation of a public official in accordance with 1 V.S.A.**
225 **Section 313(a)(3), to include the HR Director. The motion passed 5-0 at 8:10 PM.**
226
- 227 **GEORGE TYLER made a motion, seconded by DAN KERIN, to end Executive Session. The**
228 **motion passed 5-0 at 9:15 PM.**
- 229
- 230 **ADJOURN**
- 231
- 232 **AMBER THIBEAULT made a motion, and DAN KERIN seconded, that the Trustees adjourn the**
233 **meeting. The motion passed 5-0 at 9:16 PM**
- 234
- 235
- 236 Respectfully Submitted,
- 237 Cathy Ainsworth

**SEPARATION AGREEMENT BETWEEN THE TOWN OF ESSEX, VILLAGE OF
ESSEX JUNCTION AND EVAN TEICH**

THIS AGREEMENT, dated December ___, 2021, by and between the Town of Essex, a Vermont municipality located in Chittenden County (hereinafter the “Town”), the Village of Essex Junction, a Vermont municipality located in Chittenden County (hereinafter the “Village”) and Evan K. Teich, of 31 East Street, Essex Junction, Vermont 05452, who has been employed by the Town and Village as Unified Manager (hereinafter “Teich” or “Unified Manager”).

WHEREAS, by EMPLOYMENT AGREEMENT FOR THE UNIFIED MANAGER (hereinafter the “Employment Agreement”), made and entered into on January 14, 2018, and signed by the Town’s Selectboard and Village Trustees on or about December 28, 2017, the Selectboard and Village Trustees hired Teich as Unified Manager in anticipation of a potential vote to merge the two municipalities; and

WHEREAS, the Employment Agreement established for Teich an initial three-year term of employment, beginning February 26, 2018, and running through February 25, 2021; and

WHEREAS, Section III.C of the Employment Agreement provides in pertinent part that “[i]f termination occurs after February 25, 2020, the Unified Manager shall receive the equivalent of six (6) months’ salary and may remain on Town health insurance for three (3) months”; and

WHEREAS, Section III.E of the Employment Agreement provides that “[n]on-renewal of this agreement shall not constitute a termination, provided that at least one of the Boards provides the Unified Manager with written notice of its intent not to renew not less than one hundred and twenty (120) days in advance”; and

WHEREAS, on February 23, 2021, and February 25, 2021, the Village of Essex Junction Board of Trustees and Town of Essex Selectboard, respectively, approved a motion to extend the Unified Manager’s contract “from February 26, 2021, to February 25, 2022,” and “to require 180 days (six months) notice of non-renewal”; and

WHEREAS, neither the Town, nor the Village, provided the Unified Manager with 180 days written notice of non-renewal, but the Selectboard and Trustees have subsequently informed him, on November 1, 2021 and November 9, 2021, respectively, of their intent not to renew his contract in light of the voters’ decision not to merge the Town and Village; and

WHEREAS, the failure to provide Teich with 180 days written notice of nonrenewal constitutes a form of termination under the Employment Agreement, giving rise to certain rights, as referenced above; and

WHEREAS, Teich and the Town and Village agree that it is in their mutual best interest to set forth their respective rights and responsibilities by way of this Agreement to minimize disruption to municipal management and operations and ensure a reasonable and equitable separation;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and given the foregoing premises, the parties hereto stipulate and agree as follows:

1. The last day of employment of Teich by the Town as Town Manager shall be Friday, February 25, 2022. Teich shall, however, remain employed by the Town and paid his entire salary and benefits package until that day in accordance with his Employment Agreement and any applicable amendments thereto, provided he has not sooner voluntarily terminated or he is terminated as a result of a criminal conviction. During the period of his continued employment, Teich shall perform his duties diligently and in good faith and shall have all the authority of a Town Manager under Vermont law, the Town of Essex Charter, and the Employment Agreement. As of either February 25, 2022 or upon the appointment of an interim Village Manager, whichever occurs first, Teich will no longer serve as the Unified Manager of the Town and Village or Village Manager.
2. Upon his termination of employment as Town Manager on Friday, February 25, 2022, the Town and Village shall each pay Fifty percent (50%) of Teich's six (6) months' salary (a/k/a "severance") as provided in the Employment Agreement, as well as any and all benefits due to Teich in accordance with the Employment Agreement and Town Personnel Regulations. The Town's Human Resources and Town Finance departments will work cooperatively with Teich to develop a mutually agreed-upon schedule for the payment of that severance and other details regarding how that severance is to be distributed. This schedule shall under no circumstances allow the severance payment to occur after Teich's final paycheck on March 4, 2022. It is anticipated by the parties to this Agreement, however, that severance payments will be made in accordance with the Town's normal pay cycle, with standard state and federal deductions taken against such payments, absent a mutual agreement to distribute severance payments in some other manner or in accordance with a different schedule. The Town also agrees to reimburse Teich for his legal expenses incurred in negotiating this Agreement up to a maximum amount of Twenty-Five Hundred Dollars (\$2,500.00) upon receipt of a paid invoice.

3. Upon his termination of employment, the Town shall provide Teich with three months of health insurance, per his Employment Agreement, beginning March 01, 2022, and continuing through May 31, 2022, with the Town contribution towards the cost of such insurance being the same as provided to all other non-union Town employees. Thereafter (i.e., after 5/31/22), Teich shall be entitled to health insurance coverage through COBRA at his own cost and expense.
4. The Town shall allow Teich to keep his Town-issued cell phone. Beginning February 26, 2022, he will obtain, and separately pay for, cellular service.
5. No later than December 31, 2021, the Town shall provide Teich with a letter of reference in the form of Exhibit A, attached hereto.
6. Mr. Teich, current Selectboard members and Village Trustees, the Deputy Manager, HR Director and Assistant Manager, mutually agree not to make, directly or indirectly, any disparaging comments, either verbally or in writing, about the other for two years after execution of this Agreement and, regarding Teich, the aforementioned individuals mutually agree that they shall not make any negative statements about his performance as Unified Manager. The parties hereto stipulate and agree that this non-disparagement clause is a material provision of this Agreement.
7. As further consideration for the Town and Village's agreement to the foregoing, Teich hereby agrees to waive and release all claims, at law or in equity, whether known or unknown, that he may have against the Town and/or Village in connection with his employment and nonrenewal that may be waived and released under Vermont law. Teich agrees to execute a Release in the form of Exhibit B attached hereto on February 25, 2022.
8. This Separation Agreement shall be the entire agreement between the parties hereto and shall replace all prior agreements on this subject, written or oral.
9. This Separation Agreement shall only be amended by mutual written consent of the parties hereto.
10. This Separation Agreement shall be governed by the law of the State of Vermont. To the extent permitted by Vermont law, neither Party shall voluntarily disclose this Agreement. In the event the Town or Village receive a public records request for this Agreement, the Town and Village agree to provide Teich three (3) days' written notice of the request to his last known

address, and Teich thereafter may oppose the request at his own cost and expense.

11. The provisions of the Separation Agreement are severable. If any provision is deemed unenforceable by a court of competent jurisdiction it shall be severed from this Agreement and the remainder of the Agreement shall continue in full force and effect. However, the parties shall work cooperatively and in good faith to reform and give effect to the severed provision to the extent permitted by law.

12. Any dispute regarding the provisions of this Agreement shall, prior to the commencement of any litigation, first be referred to a qualified mediator, selected by mutual agreement of the parties, for potential resolution. The parties shall participate in mediation in good faith and shall share equally in the cost of the mediator. If mediation fails, and the mediator so certifies, then either party may bring suit in a court of competent jurisdiction for appropriate relief, including, without limitation, injunctive relief.

13. The parties hereto have each had an opportunity to consult with legal counsel of their choosing, including with respect to the waiver provision set forth in Paragraph 7, and enter into this Agreement voluntarily and with full knowledge and understanding of its contents.

DATED at Essex, Vermont, this ____ day of _____, 2021.

TEICH

By: Evan K. Teich

DATED at Essex, Vermont, this ____ day of _____, 2021.

TOWN OF ESSEX

By: Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: Its Duly Authorized Agent

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