EMPLOYMENT AGREEMENT FOR TOWN MANAGER

This Employment Agreement for Town Manager (this "**Agreement**") is made and entered into this 28th day of June 2025, by and between the Town of Milton of Vermont, a Vermont municipality located in Chittenden County ("**Employer**") and Christopher Taylor ("**Employee**").

The parties hereto agree as follows:

Section 1: *Term.*

A. This Agreement shall take effect, and Employee shall commence performance of the duties of Town Manager (as defined in Section 2 below), on June 30, 2025 ("**Start Date**"). This Agreement shall remain in full force and effect until June 30, 2030, unless sooner terminated under the provisions of this Agreement.

B. Notwithstanding the foregoing, the parties may extend the term of the Agreement for a successive period of two (2) years, if Employee provides notice to the Employer between December 1, 2029 and January 31, 2030 that Employee desires to extend the term and if Employer subsequently provides notice to Employee sometime before March 31, 2030 that Employer agrees to extend the term for a successive term of two (2) years.

Section 2: *Duties and Authority.*

A. Employer agrees to employ Employee as its duly authorized Town Manager as of the Start Date.

B. Employee accepts such employment and agrees to faithfully, diligently and conscientiously discharge and perform all of the functions and duties assigned to the Town Manager, as specified in the Town of Milton Charter, the Town of Milton Administrative Code and the Vermont Statutes Annotated (all as may be amended, from time to time), and to perform other duties and functions as the Employer shall, from time to time, legally assigned to Employee.

Section 3: *Hours of Work.*

A. *Hours.* Dutiful performance of the responsibilities of Town Manager routinely requires work beyond what can be accomplished within a conventional eight (8) hour workday or forty (40) hour workweek. Also, attendance at night Selectboard meetings is an expected component of the Town Manager's responsibilities, though attendance may, on limited occasions, be excused for significant cause, such as observance of religious holidays.

B. *Overtime; Compensatory Time.* The salary and other benefits provided to Employee as described herein constitute the full monetary compensation to be paid by the Employer for Employee's performance of Employee's duties. It is expressly understood that additional compensation in the form of compensatory time will not be provided to Employee.

C. *Schedule.* Employee shall initially have permission to (i) set Employee's own schedule, (ii) work a flexible schedule to compensate for night and weekend meetings and work, as long as the office is open and Employee's work is completed and (iii) work remotely from home or other locations, provided, however, the Employer reserves the right to set different scheduling policies for Employee at any time during the term of this Agreement.

D. *Outside Activities.* Employer will allow Employee to continue to actively serve in the Legislature, with the understanding that Employee's Town Manager duties shall take priority over fulfilling the obligations of that office. Otherwise, Employee will not engage in any other business, except with approval of the Employer.

Section 4: *Compensation.*

A. *Annual Salary.* Employee's annual salary shall be $129,000, payable in equal periodic installments on the same schedule that the other management employees of the Employer are compensated.

B. *General Wage Adjustments.* Employee shall receive an annual wage adjustment on July 1, 2026 and each subsequent July 1 during the term of this Agreement. The wage adjustment shall be calculated on the same basis as the majority of Employer's non-union employees for the same time period.

C. *Legislative Wage Adjustments.* Employee shall immediately report to the Employer all gross salary payments received for Employee's service in the Legislature ("Legislative Salary Payments). Employee's gross salary payments from Employer shall be reduced by the amount of the Legislative Salary Payments.

Section 5: *Benefits.*

A. *Vision, Dental and Health Insurance.* Employee shall be eligible for all vision, dental and comprehensive health insurance benefits available to the majority of Employer's non-union employees. Employer contributions towards said benefits shall be paid by the Employer on the same basis as the majority of Employer's non-union employees.

B. *Life and Disability Insurance.* The Employer shall provide life insurance and short- and long-term disability insurance coverage for the Employee. The plans offered, the amounts of said benefits and Employer contributions towards said benefits shall be the same as those provided to the majority of Employer's non-union employees.

C. *Vacation, Personal and Sick Leave.* Employee shall accrue vacation, personal and sick leave on the same terms as those provided to the majority of Employer's non-union employees. Employee shall give reasonable notice to the Selectboard of any planned vacation time which is expected to exceed three (3) consecutive days.

D. *Retirement.* Employee shall participate in the Employer's retirement system (VMERS) on the same basis as the majority of Employer's non-union employees.

Section 6: ***Expenses.***

A. *Automobile.* When the Employee's duties require the use of an automobile and Employee chooses to use Employee's personal vehicle, Employee will be reimbursed at the standard IRS mileage rate then-prevailing, provided Employee submits adequate documentation to verify the requested expense reimbursement. Employee's use of a town vehicle shall not be reimbursable.

B. *Associations and Organizations.* Employer agrees to budget for, and to pay, the professional dues and fees of the Employee to enroll as a full member in no more than two (2) national, regional, state, or local associations or organizations desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. Employee may use the equivalent of such membership fees for public administration classes, at Employee's sole discretion.

C. *Professional Development.* Employer agrees to budget for, and with the Selectboard's prior approval, to pay, Employee's travel and subsistence expenses to attend meetings and events directly related to continuing Employee's professional development in the position of Town Manager and official functions for or representing Employer, including, but not limited to, state government groups or committees on which Employee serves as a member. Employer also agrees to budget for and, with the Selectboard's prior approval, to pay for, travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. *Local Clubs and Organizations.* The Employer acknowledges the value to Employer of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay the reasonable membership fees or dues necessary for Employee to become an active member in up to three (3) local civic clubs or organizations.

Section 7: ***Computer, Phone and other Equipment.***

A. *Computer; Cellphone.* The Employer shall make available for Employee's use a laptop computer, related software, iPad and fax/modem, to facilitate Employee's performance of Employee's job duties and to communicate with respect to Employer business. At Employee's option, Employer will provide Employee either: (a) a cellular phone with voice/text/internet capabilities for use in the performance of Employee's official duties; or (b) an allowance to maintain a cell phone for personal and official use up to a maximum of $80 per month.

B. *Access.* Any computer, tablet and any cellular phone provided to Employee pursuant to subsection A above are, and will remain at all times, the property of Employer. Employer shall have access to its property at any time and, from time to time, as it wishes, and it shall have full right to inspect and interrogate the content and materials stored on those devices, and may review any material, content, documents or software on said devices and to make copies thereof or download the same as it sees fit.

C. *Return of Equipment.* Upon termination of Employee's employment, Employee shall deliver all property, including keys, records, notes, login and passwords, data and equipment that are in the Employee's possession or under the Employee's control which is the Employer's property or related to the Employer's business.

Section 8: *Termination.* For the purpose of this Agreement, termination shall occur:

A. *Incapacitation.* If, because of sickness, accident, injury, or physical or mental impairment which cannot be reasonably accommodated, Employee is incapacitated or is otherwise unable to perform Employee's duties for a period of four (4) successive weeks beyond any statutory family and medical leave period, the Town shall have the option to dismiss the Employee in accordance with all requirements of law.

B. *For Just Cause.* If the majority of the duly elected Selectboard votes at a duly warned public meeting to terminate the Employee for just cause, provided Employee is afforded any due process required by applicable law and/or the Administrative Code. The term "just cause" shall have the meaning prescribed by Vermont law.

C. *Resignation.* If the Employee resigns Employee's position.

a. In this instance, the point of termination of duties shall be the effective date of the resignation. In the event the Employee intends to voluntarily resign Employee's position, Employee shall provide a minimum of ninety (90) days' written notice unless the parties agree otherwise. At the Employer's option, Employee may be relieved of all duties effective on a date sooner than the noticed resignation date, in which case the Board shall provide Employee with continuation of salary and benefits for the remainder of the ninety (90) day notice period. In the event that Employee becomes employed by a third party during the ninety (90) day notice period, the Employer shall be relieved of its obligations to pay any remaining salary and benefits to the Employee as of the commencement date of such other employment.

D. *Without Cause.* If the majority of the duly elected Selectboard votes at a duly warned public meeting to terminate the Employee without cause.

Section 9: *Severance.*

A. *Incapacitation; For Just Cause.* If Employee's employment is terminated pursuant to Section 8.A. or 8.B. above, Employer shall not be obligated to pay any severance.

B. *Resignation.* If Employee's employment is terminated pursuant to Section 8.C. above, Employer shall not be obligated to pay any severance; provided, however, if Employee voluntarily resigns by the deadline specified by any written request to do so by the Selectboard, Employer shall provide a severance payment equal to the lesser of (i) three (3) months' salary or (ii) the salary for the remaining term of this Agreement, at the Employee's then-current rate of pay, as of the date of termination.

C. *Without Cause.* If Employee's employment is terminated pursuant to Section 8.D. above, Employer shall provide a severance payment equal to the lesser of (i) nine (9) months' salary or (ii) the salary for the remaining term of this Agreement, at the Employee's then-current rate of pay, as of the date of termination.

D. *Payment Frequency.* At the Employer's option, a severance payment may be paid in lump sum, in installments or with regular payroll.

Section 10: Residency: Employee agrees to maintain residence within the Town of Milton for the duration of Employee's employment by Employer. Employee need not divest himself of any Milton real estate holdings as a result of this employment.

Section 11: Indemnification: The Employer shall indemnify and save harmless and defend the Employee as required by 24 V.S.A. § 901 et seq. If Employee is no longer employed by Employer, but litigation with respect to Employee's actions is still pending, and it is necessary or beneficial for Employer to have access to and the assistance of Employee to defend the suit, Employer agrees to pay Employee travel expenses for the Employee's time and travel in connection with the litigation.

Section 12: Bonding: Employer shall reimburse Employee for the cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 13: Other Terms and Conditions of Employment: Employer has adopted, and from time to time amends, Personnel Rules and Regulations pertaining to and affecting its employees. It also has authority to establish, modify, changer, alter, extinguish or revoke workplace rules and regulations of general applicability to Town employees. Employer retains its full right and authority to make such rules and regulations and to alter, amend or revoke the same, at any time as it deems to be in the Town's interest.

Section 14: Notices:

A. 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 the addresses listed below (or such updated address). However, if a party sends a notice by email and the other party acknowledges receipt within two calendar days, notice requirements shall be deemed satisfied.

EMPLOYER:

Town of Milton
43 Bombardier Rd.
Milton, Vt. 05468-3205
Attn: Selectboard Chair

EMPLOYEE:

Christopher Taylor

78 Arrowhead Avenue

Milton, VT 05468

B. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15: General Provisions:

A. *Integration; Amendments.* This Agreement sets forth the entire understanding between Employer and Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. *Binding Effect.* This Agreement shall be binding on the Employer and the Employee. This contract may not be assigned by either party.

C. *Effective Date.* This Agreement shall become effective on the Start Date.

D. *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.

E. *Administrative Code; Personnel Policies.* Employee shall be subject to the Administrative Code and personnel policies ("Rules and Regulations"; provided, however, this Agreement supersedes the Rules and Regulations to the extent said Rules and Regulations are in conflict with this Agreement. Additionally, wherever said Rules and Regulations refer to the Town Manager in a supervisory role, such references shall be read to mean the Selectboard with respect to supervisory authority over the Town Manager.

F. *Drafting; Assistance of Counsel.* The parties expressly agree that this Agreement was jointly drafted, and that both had an opportunity to negotiate terms and to obtain assistance of counsel in reviewing its terms prior to execution. This Agreement shall be construed neither against, nor in favor of either party, but shall be construed in a neutral manner.

G. *Severability.* The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Executed at Milton, Vermont this 28th day of June 2025.

TOWN OF MILTON

Darren Adams, Chair

CHRISTOPHER TAYLOR

Town of Milton – Selectboard Meeting
43 Bombardier Road, Milton VT 05468
In Person and/or via Zoom – Community Room
Monday, May 19, 2025 at 6:00 p.m.

MINUTES

Selectboard Members Present: Darren Adams, Chair; Michael Morgan, Vice Chair; Brenda Steady, Clerk; Leland Morgan, Member; Chris Taylor, Member

Selectboard Members Absent: None

Staff Members Present: John Bartlett, Acting Co-Town Manager, HR and Operations Director; Brittany Tradup, Executive Assistant to the Town Manager; Ben Nappi, Assistant Recreation Director;

Others Present: Elizabeth Paret; Shannon Gunderson, Milton Independent; Henry Bonges; Joseph Duquette; Trevor Barrows (remote); Diane Barrows (remote); Krystina Gotsch (remote); Kimberly Thompson (remote); "Fox" (remote); "CassieAnne's iPhone" (remote)

I. Call to Order

D. Adams called the meeting to order at 6:00 p.m.

II. Flag Salute

D. Adams led the attendees in the Pledge of Allegiance.

III. Agenda Review

B. Steady requesting to pull the warrant as a separate line item.

IV. Public Forum

None.

V. Consent Agenda

- **Approval of Selectboard Meeting Minutes of 05/05/2025**
- **Approval of Warrant #22**

Motion made by C. Taylor to approve the Selectboard Meeting Minutes of 05/05/2025, with a second by L. Morgan. Motion approved unanimously.

Motion made by C. Taylor to approve Warrant #22, with a second by L. Morgan. B. Steady stated concern that expenses are getting high for parties, gifts, etc. There was discussion about the specific expenses, which included a retirement party and a gift card for Chief Laroche and recognition for EMS week with a lunch for first responders. **Motion approved. D. Adams, M. Morgan, C. Taylor and L. Morgan voted in favor, and B. Steady voted against.**

VI. Reappoint Kimberly Thompson to Recreation Committee

K. Thompson responded to questions from the Selectboard.

Motion made by M. Morgan to reappoint Kimberly Thompson to the Recreation Commission commencing July 1 of this year to June 30, 2028, with a second by L. Morgan. Motion approved unanimously.

VII. Updates: Chittenden Solid Waste District (CSWD), Green Mountain Transit (GMT) Board and Energy

Henry Bonges, CSWD Board, GMT Board Representative, and Volunteer Energy Chair

H. Bonges provided an update on CSWD, GMT and the work he's doing as the volunteer energy chair for the Town.

VIII. Reappoint Henry Bonges as CSWD Board Representative

John Bartlett, Acting Co-Town Manager

H. Bonges' two-year term as Milton's CSWD Board Representative will expire May 31, 2025.

Motion made by C. Taylor to reappoint Henry Bonges to the CSWD board for a two-year term expiring May 31, 2027, with a second by M. Morgan.

H. Bonges responded to questions from L. Morgan and D. Adams regarding his ability to represent the Selectboard's interests and wishes on the CSWD board. There was discussion about opening up the vacancy to give the opportunity to other potential residents to apply. H. Bonges agreed to this proposed action, and the Selectboard noted that H. Bonges may re-apply and would be considered with other potential candidates.

C. Taylor withdrew his motion.

IX. Vote to Approve CSWD Budget

John Bartlett, Acting Co-Town Manager

J. Bartlett noted that, according to CSWD Charter, "Within 45 days of the approval of the budget by the Board of Commissioners, the legislative body of each member municipality shall act to approve or disapprove the budget." Therefore, the CSWD budget requires a vote of approval from the Selectboard.

Motion made by C. Taylor to approve the Chittenden Solid Waste District FY2026 budget as presented at the last Selectboard Meeting, with a second by M. Morgan. Motion approved unanimously.

X. Resolution: 4th of July Fireworks Contract — 6:35 pm

Ben Nappi, Assistant Recreation Director

B. Nappi introduced this item, per the following resolution. He noted that the other potential vendors said the budget was too low or they are already booked.

Award 2025 Bid for July 4 Fireworks Contract

WHEREAS, on March 24, 2025, the Recreation & Parks Department issued a request for proposals to solicit bids from individuals or businesses interested in performing the July 4 2025 Fireworks display, located at Bombardier Park West, 20 Park Place Milton, VT 05468. Bids were to include the shell count, experience, pricing and budget, and agreement to procure and maintain the necessary insurance of not less than $1,000,000,000 per occurrence and $2,000,000,000 aggregate; and

WHEREAS, bids were due to the Recreation & Parks Department no later than 12 noon on April 11, 2025; and

WHEREAS, as of the deadline, the Town received one (1) proposal from Jason Trieb of $12,500 and to agree to follow all laws set by the state of Vermont and Division of Fire Safety and carry the minimum or more amount of insurance; and

WHEREAS, this was the only proposal, it met all requirements, and Jason Trieb performed the July 4 Fireworks display with no problems during the summer of 2024; and

WHEREAS, the funds will be paid from the July 4th Town Celebration and July 4th Donations budget lines in the Recreation budget; and

THEREFORE, BE IT RESOLVED, the Selectboard authorizes the Town Manager or their designee to sign the contract for payment in the amount of $12,500 for Jason Trieb to perform the July 4th 2025 Fireworks display.

Motion made by M. Morgan to authorize the Town Manager or their designee to sign the contract for payment in the amount of $12,500 for Jason Trieb to perform the July 4th 2025 Fireworks display, with a second by L. Morgan. Motion approved unanimously.

XI. Resolution: Award Food Truck Contract to Al's French Frys

John Bartlett, Acting Co-Town Manager

J. Bartlett noted that this was announced at the last meeting, but the Town would like further documentation regarding the award of the contract. Therefore, he presented the following resolution:

Award 2025 Bid for Mobile Food Truck on the Town Green

WHEREAS, on March 18, 2025, the Town Manager's Office issued a request for proposals to solicit bids from individuals or businesses interested in locating and operating a mobile food truck(s) on the Town Green, located at 204 US RT 7 Milton, VT 05468, for the time period covering June 1, 2025 to August 31, 2025. Bids were to include the use of the Town Green, estimated power and water usage. Bids were also to include hours of operations, sample menu, Liability insurance and must comply with State and Local Health codes; and

WHEREAS, bids were due to the Town Managers Office no later than 12 noon on Friday, May 2, 2025; and

WHEREAS, as of the deadline, the Town received one (1) proposal from Al's French Frys, offering $20,000 for the use of the Town Green from May 1 through September 30, 2025. In addition, Al's French Frys will also make a $2,500 donation to the Milton Family Community Center (MFCC) food shelf upon signing of the contract; and

WHEREAS, this was the only proposal, it met all requirements, and Al's French Frys used the Town Green for their food truck with no problems during the summer of 2023 and 2024; and

WHEREAS, the funds will go toward the Buildings and Grounds budget for the Repair and Maintenance of Facilities; and

THEREFORE, BE IT RESOLVED, the Selectboard authorizes the Town Manager or their designee to accept the check for payment in the amount of $20,000 from Al's French Frys to operate a mobile food truck on the Town Green effective May 5 through September 30, 2025.

Motion made by C. Taylor to authorize the Town Manager or their designee to accept the check for payment in the amount of $20,000 from Al's French Frys to operate a mobile food truck on the Town Green effective May 5 through September 30, 2025, with a second by L. Morgan. Motion approved unanimously.

XII. Recognize Chief of Police Stephen Laroche for His Service to the Community

John Bartlett, Acting Co-Town Manager

D. Adams noted that the timing isn't ideal, as Chief Laroche could not be present, but it is important to recognize him publicly. J. Bartlett read the following resolution aloud:

Recognizing Chief of Police Stephen Laroche for His Years of Service to the Milton Community

WHEREAS, Chief Stephen Laroche has continuously served in the Milton Police Department in various roles for over 32 years; and

WHEREAS, after serving two years with the State Police, Laroche joined the Milton Police Department in 1992 and served as a Police Officer and a Field Training Officer before joining the Bureau of Criminal Investigation (BCI) as a Detective Corporal in February of 2000. He was promoted to Sergeant in December of 2000; and

WHEREAS, upon the retirement of the previous Chief, Laroche was appointed as Milton's Chief of Police in January of 2018; and

WHEREAS, Chief Laroche has led the Milton Police Department with an emphasis on community involvement. He was instrumental in the formation of Milton's Police Advisory Committee in 2021, along with the Public Safety Director at the time. He also volunteered with Meals on Wheels, and each year, he helps plan and actively participates in Milton's annual National Night Out event.

WHEREAS, Chief Laroche has been a long-time advocate for the advancement of the Milton Police Department and its staff. He served as president of the Milton Police Benevolent Association (MPBA) for many years, and championed numerous collective bargaining agreements with the local chapter of the New England Police Benevolent Association (NEPBA); and

WHEREAS, Chief Laroche has been the recipient of numerous commendations for superior performance with the Milton Police Department, including the Chief's Award in 2016, the highest level of recognition within the Department; and

WHEREAS, Chief Laroche has provided exemplary service to the Milton Police Department, the municipality and the Milton Community as a whole; and

THEREFORE, BE IT RESOLVED, that the Milton Selectboard hereby expresses its appreciation and thanks on behalf of the Town Staff and Citizens to Chief Stephen Laroche for his lifelong service and numerous contributions to the Milton Police Department and the safety of the Milton community.

Motion made by M. Morgan to sign the resolution honoring Chief Laroche for his many years of service to the Town of Milton, with a second by L. Morgan. Motion approved unanimously.

XIII. Update from Town Manager and Board Members

John Bartlett, Acting Co-Town Manager

- Town Offices are closed on Monday, May 26 for Memorial Day, and Memorial Day services will be held at 10 a.m.
- At the outset of the first June regular meeting on Monday, June 2, there will be a Public Hearing for the FY26-30 Capital Improvement Plan (CIP), as well as the FY26 Impact Fee Schedule.
- The Inclusion Festival on May 10^{th} was moved inside, due to weather, and was still very well attended.
- Per Diem Jenny Schultz was promoted to EMS Officer III on May 4.
- Hazen Towne started as a new Maintenance Tech I in the Highway Department on May 5.
- There is currently an outstanding job offer for the Planning and Zoning / Public Works Administrative Assistant
- The Town is still recruiting for a Maintenance Mechanic.
- The spring HVAC and Irrigation System preventative maintenance has been done, and the Town is ready for summer weather.

D. Adams requested updates on rocks on West Milton Road property.

L. Morgan stated that a sign has been taken from Morgan Road. J. Bartlett said he would look into it.

XIV. Executive Session –Real Estate and Contracts

Motion made by B. Steady to find that premature knowledge about Real Estate and Contracts would cause the Town or person to suffer a substantial disadvantage. Second by L. Morgan. Motion approved unanimously.

Motion made by B. Steady to move enter into executive session at 6:48 p.m. to discuss Real Estate and Contracts under the provisions of 1 VSA 313 (a)(3) and1 VSA 313 (a)(2) of the Vermont Statutes; to include the following; Selectboard members: D. Adams, M. Morgan, L. Morgan, and B. Steady; Acting Co-Town Manager and Director of Administration and HR John Bartlett. Second by L. Morgan. Motion approved unanimously.

Motion made by M. Morgan to close executive session at 7:13 p.m., with a second by L. Morgan. Motion approved unanimously.

XV. Action as a Result of Executive Session

A. First Action: Real Estate

Motion made by M. Morgan at 7:18 p.m. to approve acceptance of a Quitclaim Deed from the Estate of Shirley Sweeney for a 0.87-acre parcel of land northerly of the Jolley gas station on U.S. Route 7, to approve a warrant to acquire the same in the amount of $20,000 to the Town Attorney's IOLTA account, and to authorize Selectboard Chair Darren Adams and Co-Acting Town Managers Amber Baker and John Bartlett to sign any documents necessary or advisable

to close on the acquisition of this property. Second by L. Morgan. Motion approved unanimously. C. Taylor abstained from voting.

B. Second Action: Contracts – Appoint Town Manager

The following are statements from each of the Selectboard members:

Statement from M. Morgan:

"We had four very qualified internal candidates, which is a good thing and allowed us to have a quality person for the job. At this juncture in time, it is my opinion that Chris Taylor is the person for that job. I feel Chris has the cool under pressure demeanor that is imperative for this position.

"Therefore, my motion is to appoint Chris Taylor as Town Manager conditioned upon the Selectboard's subsequent approval of a Town Manager contract that is acceptable to all parties."

Statement from B. Steady:

"I am pleased to second the motion for Chris Taylor to become our next Town Manager. While it may come as a surprise to some, given our well-known differences in the past, I have come to appreciate Chris's dedication and professionalism. Over the past few years, we have collaborated on numerous important issues, setting aside our differences for the greater good of Milton. I am confident that Chris will work effectively with the board, advocate passionately for our community, and steer our town towards a prosperous and affordable future. It was great to have four qualified internal candidates. It really says a lot for Milton. I want to thank the community members that reached out to me as I struggled with making my final decision."

Statement from L. Morgan:

"There were four well-qualified applicants. One withdrew for personal reasons. We spent a lot of time with this process that was open and transparent. It was a difficult decision – all could have done the job. However, I felt that Chris Taylor had the attributes that would make Chris the best manager of the Town of Milton."

Statement from D. Adams:

"After a thorough and thoughtful process, we have reached a decision on who will succeed Don Turner as our next Town Manager. This is a role we never expected to fill so soon, and I want to take a moment to acknowledge the profound loss our community has experienced over the past year. Don's passing left a void not only in our town government but in the heart of Milton itself.

"From the outset, the board recognized that Don could never truly be replaced. Our goal was to find someone who shared his deep commitment to public service and his passion for Milton. We believed the best path forward was to look within—to find a candidate who already understood the challenges we face, the progress we've made, and the vision we hold for our town's future.

"That vision has remained consistent: to build a welcoming, vibrant community where public safety, infrastructure, and essential services are delivered with excellence and fiscal responsibility. We've also made economic development a priority, ensuring Milton continues to grow and thrive.

"Some have questioned whether we should have conducted a broader search, bringing in someone with no prior ties to Milton. Ironically, many of those same voices praised Don as an exceptional Town "Manager and agreed he was irreplaceable. Once people understood that the

Town Manager's role is to carry out the board's vision—not to set it—many came to support our decision to focus on internal candidates. As a board, we knew we couldn't afford the time or risk involved in training and relocating someone unfamiliar with our community.

"Throughout this process, each of us has received countless calls, emails, and personal messages from residents. The overwhelming sentiment was not opposition to any candidate, but strong support for Chris Taylor. I want to thank everyone who reached out to share their thoughts and perspectives. I also want to express my gratitude to all four candidates – each of whom brought dedication and talent to the table. Any one of them would have served Milton well, and I know they will continue to do so in their current and future roles. In fact, during the process, each candidate expressed that if they weren't selected, they hoped Chris would be. That speaks volumes about their character and about Chris's readiness to lead.

"With the board's vote to enter negotiations, Chris will be required to resign from the selectboard. Per our charter, the board will appoint an eligible individual to fill the vacancy until the next legally warned annual meeting. Since Chris submitted his application, he has not been involved in the selection process. As Chris also serves in the state legislature, the board will vote on whether we wish for him to continue in that role following the outcome of negotiations.

"We are hopeful that Chris will officially step into the Town Manager role in the coming weeks. Please join me in congratulating him on this new chapter. I also want to extend a heartfelt thank you to our entire staff—especially John Bartlett and Amber Baker—for their outstanding leadership and dedication over the past 10 months. You've shown that nothing will deter us from "getting stuff done" for Milton."

Statement from J. Bartlett:
"I'll say for myself: thank you for placing your faith in the two of us. It worked out really well that there were two of us. It's had its ups and downs, but we have been able to keep the train on the tracks and get a lot accomplished. I'm looking forward to the new leadership that we can help support."

Motion made by M. Morgan at 7:20 p.m. to appoint Chris Taylor as Town Manager, conditioned upon the Selectboard's subsequent approval of a Town Manager contract that is acceptable to all parties. Second by B. Steady. Motion approved unanimously. C. Taylor abstained from voting.

XVI. Adjournment

Motion made by L. Morgan to adjourn the meeting at 7:27 p.m., with a second by M. Morgan. Motion approved unanimously.
Meeting adjourned by D. Adams.

All documents pertaining to this meeting may be viewed using the following link:
https://miltonvt.sharepoint.com/:f:/s/TownOfMiltonFilesFolders/EkFqgi7u1uNGrhqeOdrU5UMBm-Wwic3wh1vumxQh-XXj2w?e=veggAW

A video recording of this meeting can be found at the following location:
https://miltonvt.sharepoint.com/:v:/s/TownOfMiltonFilesFolders/ETKG2RTd58lGnFz_qprjunQBbseSwa7232VSbuL3SmTPyA?e=9cGmzA

Respectfully Submitted,

Brittany Tradup

APPROVED MINUTES:

Brenda Steady, Clerk Date: 6-2-2025

Brenda Steady, Clerk

Filed with the Milton Town Clerk's Office on this 3rd day of June, 2025.

ATTEST: Kirsti Bees, Milton Town Clerk

Town of Milton – Selectboard Special Meeting
43 Bombardier Road, Milton VT 05468
In Person and/or via Zoom – Community Room
Monday, June 23, 2025 at 6:00 p.m.

MINUTES

Selectboard Members Present: Darren Adams, Chair; Michael Morgan, Vice Chair; Brenda Steady, Clerk; Leland Morgan, Member

Selectboard Members Absent: None

Staff Members Present: John Bartlett, Acting Co-Town Manager, HR and Operations Director; Amber N. Baker, Acting Co-Town Manager, Finance Director; Brittany Tradup, Executive Assistant to the Town Manager; Kyle Brouillette, Public Safety Director; Sean McCann, Rescue Chief; Frank Scalise, Police Lieutenant; Tom Elwood, Water/Wastewater Superintendent; Chris Poirier, Fire Chief

Others Present: Elizabeth (Betsy) Paret; Chris Taylor; Jenn Taylor; Lauren Taylor; Joseph Duquette; Matt Kelly; "Diane" (remote)

I. Call to Order

D. Adams called the meeting to order at 6:00 p.m.

II. Flag Salute

D. Adams led the attendees in the Pledge of Allegiance.

III. Agenda Review

H. Bonges appointments and Item IX on the agenda (Approval to Apply for Vermont's Department of Buildings & General Services, Building Communities Grant) will each be postponed to a later meeting.

IV. Public Forum

None.

V. Consent Agenda

- **Approval of Public Hearing Minutes of 06/02/2025**
- **Approval of Selectboard Meeting Minutes of 06/02/2025**
- **Approval of Warrant #24**
- **Approval of Warrant #25**

Motion made by L. Morgan to approve the Consent Agenda, with a second by M. Morgan. B. Steady asked questions regarding the warrants, to which A. Baker responded. **Motion approved unanimously.**

VI. Recognition of Service by Chris Taylor, Selectboard Member

Motion made by M. Morgan to do this recognition in honor of Chris Taylor's long service to the Town of Milton, with a second by L. Morgan.

M. Morgan read the following resolution aloud:

Recognition of Service by Chris Taylor, Selectboard Member

WHEREAS, Chris Taylor has generously given service to the Town as a Selectboard Member from 2017-2025; and,

WHEREAS, on the occasion of Chris Taylor's departure from the Selectboard, the Board wishes to express its gratitude for his service, leadership and careful stewardship of the Town on behalf of its citizens.

THEREFORE, BE IT RESOLVED, by the Selectboard of the Town of Milton, that it is with deep appreciation for the many years of outstanding and dedicated service to the Town that the Board presents a plaque (pursuant to the Selectboard Recognition Policy) commemorating the 8 years of service given by Chris Taylor, as well as adding a plate bearing his name to the Selectboard service plaque.

The motion was approved unanimously. The plaque was presented to C. Taylor, and he made a statement regarding the honor it has been to serve the Town of Milton in this capacity.

VII. Appointments/Reappointments

- **Appoint Elizabeth (Betsy) Paret to Conservation Commission**
  4-year term expiring 6/30/2029

  W. Pikul noted that this will be the eighth member of the Conservation Commission. E. Paret noted that she attended a meeting of the Conservation Commission, and she was impressed with the group and the projects that are going on.

  Motion made by M. Morgan to appoint Betsy Paret to the Conservation Commission as the eighth member, with a second by L. Morgan. Motion approved unanimously.

- **Reappoint Bill McSweeney to the Development Review Board**
  3-year term expiring 6/30/2028

  Motion made by M. Morgan to reappoint Bill McSweeney to the Development Review Board for a 3-year term that will expire on June 30, 2028, with a second by L. Morgan. Motion approved unanimously.

VIII. Purchase of Radio Equipment for Rescue Department

Sean McCann, Rescue Chief

Rescue Chief S. McCann presented this item, as per the following resolution, and he responded to questions from the Selectboard.

Authorization to Purchase Radio Equipment for Rescue Department

WHEREAS, the Administrative Code Purchasing Policy duly adopted by the Selectboard of the Town of Milton and amended October 5, 2020, requires competitive bidding and Selectboard approval for purchases over $15,000.00 by the Town; and

WHEREAS, the Milton Rescue Department seeks authorization to replace old, obsolete, and outdated radio equipment, to increase our current radio inventory to meet operational needs, and to purchase capital equipment for our new ambulance that can be used now; and

WHEREAS, the Town of Milton Rescue Department collected three quotes to purchase a dual band portable radio, a dual band base radio, four Very High Frequency (VHF) portable radios, one dual band, dual head mobile radio and the associated equipment:

- Burlington Communications: $40,812.14 (includes installation services)
- Radio North: $41,838.76 (includes installation services)
- Motorola Direct: $23,851.54 (installation services not included; not offered by vendor)

WHEREAS, after thorough analysis of each quote for quality, cost, delivery time, and other factors, Milton Rescue wishes to purchase from Burlington Communications; and

WHEREAS, funds from the Phyllis Gonyeau Estate Donation allocated to Milton Rescue will be used to pay for this equipment; and

NOW, THEREFORE, BE IT RESOLVED by the Town of Milton Selectboard that the Town Manager, or their designee, is authorized to execute the necessary documents to purchase the above-mentioned radio equipment in an amount not to exceed $41,000.00, accounting for potential contingencies.

Motion made by L. Morgan to accept the request for the purchase of the radio equipment for the rescue department at $40,812.14, with a second by M. Morgan. Motion approved unanimously.

IX. Approval to Apply for 2026 State of Vermont Highway Safety Office Education Grant

Frank Scalise, Police Chief

Police Chief F. Scalise introduced this item and responded to questions from the Selectboard. He noted that this was originally on the agenda for the meeting that was postponed, and the deadline to apply was last week. Because the Police Department applies for this grant every year, they submitted the application and are seeking retroactive approval to apply.

The grant will be used to purchase traffic safety related educational material to assist in the continued education of the public and officers on the topics of distracted, impaired and aggressive driving. As well, the grant will reimburse the Town of Milton for the salaries of those officers who work traffic safety events or attend training.

Motion made by M. Morgan to approve the application for the 2026 State of Vermont Highway Safety Office Education Grant for the Milton Police Department, with a second by L. Morgan. Motion approved unanimously.

X. Milton Police Taser Replacement

Frank Scalise, Police Chief

Police Chief F. Scalise introduced this item, as per the following resolution:

Police Department Taser Upgrade

WHEREAS, the Administrative Code Purchasing Policy duly adopted by the Selectboard of the Town of Milton and amended October 5, 2020, requires competitive bidding and Selectboard approval for purchases over $15,000.00 by the Town; and

WHEREAS, the Milton Police Department is in need of upgrading taser equipment which is no longer supported by the manufacturer; and

WHEREAS, the Milton Police Department seeks authorization to purchase tasers, associated equipment, and licensing with funds from the Capital Improvement budget; and

WHEREAS, the total cost of the tasers, equipment, and licensing will not exceed $80,000.00; and

WHEREAS, Axon, the Taser manufacturer, is a preferred and sole-source vendor, currently providing services to the Milton Police Department, as such a bidding process is not required; and

WHEREAS, there is $80,000.00 in the FY26-FY30 Capital Improvement Budget to replace the current taser program; and

THEREFORE, BE IT RESOLVED, that the Milton Selectboard authorized the Town Manager or their designee to execute the necessary documents to proceed with the Milton Police Department taser upgrade using $16,000.00 per year over five years for $80,000.00 total through the Capital Improvement Plan starting in FY26.

Motion made by M. Morgan to authorize the Town Manager or their designee to execute the necessary documents to proceed with the Milton Police Department taser upgrade using $16,000.00 per year over five years, totaling $80,000.00 through the Capital Improvement Plan starting in Fiscal Year 2026 starting on July 1, with a second by L. Morgan. Motion approved unanimously.

XI. Service Contract and Lease Agreement with Lamoille Kennels for Pound Services

Kyle Brouillette, Director of Public Safety

K. Brouillette provided background information on this item, noting that the Town has been without pound service for a few months. He provided information on the selection process and details on the proposed contract.

Motion made by M. Morgan to move ahead with the service contract with Lamoille Kennels for pound services at $5000 per year for the lease agreement and $25 per day per dog for the service contract portion and authorize it to be signed for by the town manager or their designee, with a second by L. Morgan. Motion approved unanimously.

XII. Authorization for the Fire Department to Allocate Funds for a Command Vehicle

Kyle Brouillette, Director of Public Safety

K. Brouillette introduced this item, and Fire Chief C. Poirier provided information on the concept of a command vehicle. Chief Poirier responded to questions from the Selectboard.

**Authorization for the Fire Department
to Allocate Donated Funds for a Command Vehicle**

WHEREAS the Milton Fire Department is seeking to purchase a command vehicle to be outfitted as a fully functioning mobile command post; and

WHEREAS the command vehicle will serve as the mode of transportation for the on-call duty officer and will respond to support public safety efforts at critical incidents.

WHEREAS the Milton Fire Department recently received a sizeable donation from the estate of Phyllis Gonyeau as well as benevolent funds from other sources; and

NOW, THEREFORE BE IT RESOLVED, the Town of Milton Selectboard hereby authorizes the Town Manager or their designee to allocate donated funds toward acquiring a suitable vehicle to fulfill the aforementioned roles for the Town of Milton Fire Department, in an amount not to exceed $47,744.42.

Motion made by M. Morgan to authorize the Town Manager or their designee to allocate donated funds toward acquiring a suitable vehicle to fulfill the aforementioned roles for the Town of Milton Fire Department, in an amount not to exceed $47,744.42, using funds that come from the generous donation from the estate of Phyllis Gonyeau, with a second by L. Morgan. Motion approved unanimously.

XIII. Renew Contract for Vermont Center for Responder Wellness

Kyle Brouillette, Director of Public Safety

K. Brouillette noted that this contract comes up every year. He noted some changes to the contract compared to the previous year and that it did increase for the first time in several years. It has been a heavily used service for first responders and their families. This is paid monthly out of the Police Department budget.

Motion made by L. Morgan to allow the town manager or their designee to renew our contract with Vermont Center for Responder Wellness in the amount not exceed $16,400 beginning on July 1, 2025 and ending on June 30, 2026, with a second by M. Morgan. Motion approved unanimously.

In response to a request from D. Adams, K. Brouillette provided an update on Sargeant Locke, noting that he is working part-time on light duty, and he's doing well.

XIV. Water/Wastewater Budget Proposal

Tom Elwood, Water/Wastewater Superintendent; Amber N. Baker, Finance Director

A. Baker and T. Elwood presented the proposed FY26 budgets for Water and Wastewater, and responded to questions from the Selectboard.

Wastewater Fund Fiscal Year 2026 Budget

WHEREAS the Wastewater Fund budget for Fiscal Year 2026 is One Million Five Hundred Seven Thousand, Three Hundred and Eighty Six Dollars ($1,507,386.00); and,

WHEREAS the Selectboard of the Town of Milton believes the above amount is required to maintain the Town's wastewater service and fund various Capital projects; and,

WHEREAS the Municipal Staff has reviewed the budget and the costs of planning, design, construction, operation, and maintenance of the Wastewater Division and recommends no change to the following existing usage rate schedule:

Wastewater Usage Rate:	Wastewater Non-Metered User Rate:
No Change	*No Change*
$49.17/unit/quarter + $5.34/1000 gallons	$134.61/unit/quarter

NOW THEREFORE BE IT RESOLVED that the Selectboard for the Town of Milton hereby approves the budget amount of One Million Five Hundred Seven Thousand, Three Hundred and

Eighty Six Dollars ($1,507,386.00) for the FY26 Wastewater Fund with no changes to the existing usage rates effective July 1, 2025.

Motion made by M. Morgan to approve the budget amount of One Million Five Hundred Seven Thousand, Three Hundred and Eighty Six Dollars ($1,507,386.00) for the FY26 Wastewater Fund with no changes to the existing usage rates effective July 1, 2025, with a second by L. Morgan. Motion approved unanimously.

Water Fund Fiscal Year 2026 Budget

WHEREAS the Water Fund budget for Fiscal Year 2026 is One Million Six Hundred Thirteen Thousand Four Hundred and Twenty-Seven Dollars ($1,613,427.00); and,

WHEREAS the Selectboard of the Town of Milton believe the above amount is required to maintain the Town's water service and fund various Capital projects; and,

WHEREAS the Municipal Staff has reviewed the budget and the costs of planning, design, construction, operation, and maintenance of the Water Division and recommends the following usage rate changes:

Water Usage Rate:	Water Non-Metered User Rate:
Change From: $39.95/unit/quarter + $4.35/1000 gallons *To:* $39.95/unit/quarter + $4.40/1000 gallons	*No Change* $104.75/unit/quarter

NOW THEREFORE BE IT RESOLVED that the Selectboard for the Town of Milton hereby approves the budget amount of One Million Six Hundred Thirteen Thousand Four Hundred and Twenty-Seven Dollars ($1,613,427.00) for the FY26 Water Fund with no increase to the existing base rate and non-metered rate, and an increase to the usage rate of $0.05/1000 gallons to a new rate of $39.95/unit/quarter + $4.40/1000 gallons effective July 1, 2025.

Motion made by M. Morgan to approve the budget amount of One Million Six Hundred Thirteen Thousand Four Hundred and Twenty-Seven Dollars ($1,613,427.00) for the FY26 Water Fund with no increase to the existing base rate and non-metered rate, and an increase to the usage rate of $0.05/1000 gallons to a new rate of $39.95/unit/quarter + $4.40/1000 gallons effective July 1, 2025. Second by L. Morgan. Motion approved unanimously.

XV. Authorization of FY25 Audit

Amber N. Baker, Finance Director

A. Baker noted that we are on year three of the contract and stated that she is seeking board approval for Sullivan and Powers to complete the audit as per the audit scope and objectives.

Motion made by M. Morgan to authorize moving forward with the Fiscal Year 2025 audit by Sullivan, Powers & Co. Certified Public Accountants, with a second by L. Morgan. Motion approved unanimously.

XVI. Update from Town Manager and Board Members

John Bartlett, Acting Co-Town Manager

- Music in the Park is canceled tomorrow, June 24, due to the extreme heat advisory.
- The Rescue Department had a surprise ambulance inspection on June 11 and passed it with flying colors.

- The Georgia Highbridge is closing June 30 through September 9.
- M. Walker, the new administrative assistant for the Planning & Zoning and Public Works has been settling in to the new position.
- Cymone noted that the next phase of the Town ADA trail is moving along and is slated to be complete by the end of September.
- The cemetery work day at Marrs Hollow Cemetery went well this past Saturday. A volunteer from the Friends of the Cemetery also pressure washed the vault of the Village Cemetery.
- Planning is going well for the July 4 celebrations, and the Town Offices will be closed on July 4.

There was discussion about the selection process for the Selectboard vacancy. There are eight (8) applicants, as of the deadline to submit on Friday, June 20. The meeting on July 21, 2025, will be used for the interviews and to make the appointment. The regular meeting will be shifted to the following Monday, July 28, 2025.

XVII. Executive Session – Contracts

Motion made by B. Steady to find that premature knowledge about Contracts would cause the Town or person to suffer a substantial disadvantage. Second by L. Morgan. Motion approved unanimously.

Motion made by B. Steady to move enter into executive session at 7:24 p.m. to discuss Contracts under the provisions of 1 VSA 313 (a)(1) of the Vermont Statutes; to include the following; Selectboard members: D. Adams, M. Morgan, B. Steady and L. Morgan; and C. Taylor. Second by L. Morgan. Motion approved unanimously.

Motion made by M. Morgan to close executive session at 7:52 p.m., with a second by L. Morgan. Motion approved unanimously.

XVIII. Action as a Result of Executive Session

Motion made by B. Steady to offer Chris Taylor a 5-year contract for the position of Town Manager, with the option to extend 2 years, to begin Monday, June 30, 2025, and to authorize the Selectboard Chair to sign the executed agreement. Second by L. Morgan. Motion approved unanimously.

Motion made by B. Steady, in regards to Chris Taylor's State Representative Position, he will be permitted to finish his current term and continue to run in future elections, if he so chooses. Second by L. Morgan. Motion approved unanimously.

XIX. Adjournment

Motion made by L. Morgan to adjourn the meeting at 7:56 p.m., with a second by M. Morgan. Motion approved unanimously.
Meeting adjourned by D. Adams.

All documents pertaining to this meeting may be viewed using the following links:
https://miltonvt.sharepoint.com/:f:/s/TownOfMiltonFilesFolders/Eshsr4jHDcNHmOUugJ4kpGEB0GsMdiJtjwykLnvRfaslkQ?e=mwEc5M

A video recording of this meeting can be found at the following location:

Before executive session:
https://miltonvt.sharepoint.com/:v:/s/TownOfMiltonFilesFolders/EZyMLMim12pBrZnVcj_WiJYBNlpnfz56hNFLjdtyxH0BNA?e=F9tAdk

After executive session:
https://miltonvt.sharepoint.com/:v:/s/TownOfMiltonFilesFolders/EWYgRO-yuUZLuh8FlN4TPFsBN32nN6Q_SvUjkXET3ICJ7w?e=HEcDke

Respectfully Submitted,

Brittany Tradup

APPROVED MINUTES:

Brenda Steady Date: 6-30-25
Brenda Steady, Clerk

Filed with the Milton Town Clerk's Office on this 1st day of July, 2025.

ATTEST: Kristi Bees, Milton Town Clerk