

Recreation, Indian Brook, Senior Center, and Senior Bus Agreement

THIS AGREEMENT, (“Agreement”) made this 7th day of July, 2022, by and between the Town of Essex, a Vermont municipality located in Chittenden County, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

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

WHEREAS, the Municipalities value the current access residents have to services, facilities, and parks that enhance their quality of life;

WHEREAS, each Municipality desires to continue to share certain services, parks, and facilities;

WHEREAS, the residents of each Municipality shall be treated equally with respect to the recreation programs of Essex Junction Recreation & Parks and Essex Parks & Recreation, access to Indian Brook, access and membership to the Essex Area Senior Center, and eligibility to ride the Senior Bus;

WHEREAS, with certain exceptions defined below, the residents of each Municipality shall have the same access, be charged the same fees, and have the same ability to register for programs for the recreation programs of Essex Junction Recreation & Parks and Essex Parks & Recreation, access to Indian Brook, access and membership to the Essex Area Senior Center, and eligibility to ride the Senior Bus;

WHEREAS, throughout the duration of this agreement, the Town will not have equal access to Essex Junction Recreation & Parks Preschool, or the Maple Street pool and its programs, or for Village park and facility rentals; effective July 1, 2023, the City will discontinue equal access to Sandhill public outdoor pool and its programs, or for Town park and facility rentals.

WHEREAS, the Town shall employ the employees of the Essex Area Senior Center and the Senior Bus, and the City shall share in these expenses on a per capita basis at such time as the residents of the City are not paying Town taxes;

WHEREAS, the Essex Area Senior Center is currently located at 2 Lincoln Street, and the City is planning to do renovations to the building during the term of this agreement;

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

1. Essex Junction Recreation & Parks and Essex Parks & Recreation.

City and Town residents shall share equal access to the recreation programs of Essex Junction Recreation & Parks and Essex Parks & Recreation, with the limited exceptions provided herein. City and Town residents shall be charged the same fees for use, and have the ability to register at the same time for recreation programs.

Throughout the duration of this agreement, the Town will not have equal access to Essex Junction Recreation & Parks Preschool, or the Maple Street pool and its programs, or for Village park and facility rentals.

Effective July 1, 2023, the City will discontinue equal access to Sandhill public outdoor pool and its programs, or for Town park and facility rentals.

2. Indian Brook.

City and Town residents shall share equal access, be charged the same fees for use, and have the same ability to use Indian Brook.

3. Senior Center and Senior Bus.

City and Town residents shall share the same access, be charged the same fees, and have the ability to register at the same time for programming for the Senior Center and the Senior Bus, so long as the Town's contract for the Senior Bus permits such access.

The Town shall employ the employees of, manage and fund the Senior Center and the Senior Bus. The City shall share in these expenses on a per capita basis at such time when the City residents no longer pay Town taxes.

The Essex Area Senior Center is currently located at 2 Lincoln Street and the City will continue to provide space for the Senior Center at 2 Lincoln Street. The City is planning to do renovations to the building during the term of this agreement, the Trustees will endeavor to provide space at 2 Lincoln Street for the Senior Center and/or provide alternative spaces for senior programs and lunches while the building is under construction.

4. Necessary Actions.

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

5. Termination.

The Agreement shall terminate on December 31, 2023 unless extended by mutual agreement of the Parties or in the following events:

- a. The dissolution or insolvency of either of the Municipalities; or
- b. The Parties enter into a new written agreement which expressly supersedes this Agreement, and which agreement may include some or all of the services and amenities addressed in this Agreement.

6. Amendment.

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

7. Notice.

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

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

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

8. Governing Law; Severability

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

affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

9. Disputes.

In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division or, when applicable, the United States District Court for the District of Vermont.

10. Entire Agreement.

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

11. Assignment; Binding Agreement.

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

12. No Waiver.

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

13. Captions.

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

DATED this 7th day of July, 2022.

TOWN OF ESSEX

By: 
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: 
Its Duly Authorized Agent

Signature: 
Email: tgetchell@essex.org