

10/12 Trustee's Meeting re: Essex Junction Independence

On October 12, the Trustees held a Public Hearing on the Charter for the City of Essex Junction and had a work session and business item on the agenda related to Essex Junction Independence. The following is what was discussed.

The Trustees held a Public Hearing on the proposed Charter for the City of Essex Junction. You can watch the presentation here: https://youtu.be/PWoLYKqac_o?t=1258 (starting at 20:58 and ending at 37:57) and/or find a copy of the presentation here:

https://www.essexjunction.org/fileadmin/files/Board_of_Trustees/Public_Hearing_Presentation.pdf.

Key take-aways from the presentation:

- We are voting on whether or not to adopt a new municipal charter that would transform the Village into an independent city, and no longer be a part of the Town of Essex.
- The Charter is available at 81 Main Street or here: <https://www.essexjunction.org/proposed-charter>.
- Things that will stay the same with the new charter include Essex Junction maintaining its identity, continuing to enjoy high-quality government services, having a 5-member governing board elected at large (no mayor), an annual budget presented to voters, and maintaining quality of life.
- Things that will be different with the new charter include gaining full control of Essex Junction's future, tax dollars staying and only being invested in the City, and being an equal municipality like other Chittenden County cities and towns.
- The estimated financial impacts include a tax decrease of \$195 on a \$300,000 assessed home, the tax rate reducing by 7.25%, and General Fund spending on government to decrease by \$811,337.
- Cost savings come from no longer paying for mirror services in the Town, already having most of the departments in the Village for the City, and no longer paying towards Town Capital Fund.
- Cost increases come from paying for police per capita (48%) vs. grand list (42%), paying for indirect administrative police services, paying for 81% of current Green Mountain Transit hours that are in the Village, and creating new City finance, assessing, and senior services departments.
- Financial details can be found here: <http://www.essexjunction.org/citybudget>.
- Ballots have been mailed to all active registered voters. If you have not received yours, you should contact the Clerk's Office – 81 Main St, M-F, 7:30a.m.-4:30p.m., 802-879-0413, option 6, or e-mail clerk@essex.org.
- In-person voting is November 2, 7a.m.-7p.m., at Essex High School.

During the work session the Trustees discussed their current draft contracts with the Town. They went into an executive discussion for approximately 30-minutes to discuss a contract. When they emerged from the executive session they indicated they had not made any changes to the financial services agreement at this time.

The Trustees also discussed get out the vote ideas and asked staff to proceed with banners at 2 Lincoln, 81 Main, 75 Maple, and anywhere else staff see fit within the timeframe of the vote and the budget.

After the work session, the Trustees discussed if they had any final revisions to the Charter. There was one. They changed the first sentence in section 107, which previously read "During the transition period, the City Council shall hire a City Manager" to "The City Council shall employ a City Manager."

For more information, please visit: <https://www.essexjunction.org/independence>.

If you have feedback on anything related to independence, you are encouraged to share your thoughts here: <https://forms.gle/aYAn93rMeQnP9Cne7>.

If you missed the work session and charter revision, but would like to watch it, you can find it here (starting at minute 40:55 and ending at 1:12:10, and again after the executive session from 1:43:37 to 1:48:30): https://youtu.be/PWoLYKgac_o?t=2455.

The next Trustees meeting is on Tuesday, October 26, at 6:30p.m. at 2 Lincoln Street or online. The meeting agenda and link will be posted a few days before the meeting here: <https://www.essexjunction.org/boards/board-of-trustees>. The Trustees have joint meetings with the Town of Essex Selectboard on October 19 and 25, starting at 6:30p.m. at 81 Main Street or online.

Memo

To: Village Trustees

From: Brad Luck, Director, EJRP

Date: October 6, 2021

Re: October 12 Work Session: Essex Junction Independence

Essex Junction Independence

Goal

To create an independent Essex Junction, ensuring that it: has a foundation that provides for economic and political stability, reflects the Village character, has opportunity for growth, and looks towards the future.

How we will get there

This will be a Village led process that is future-oriented. We will steer clear of distractions and act with civility, transparency, and deliberateness. The Trustees will work to develop consensus and speak with a consistent voice. We will engage with, bring together, seek input from, and work to inform our community. We will work with the Selectboard and maintain a healthy relationship with our neighbors in the Town.

Tonight, we will be discussing:

- A. Proposals/Contracts
- B. Get Out the Vote Communications

A. Proposals/Contracts

The most recent drafts of contracts are included in the packet. This is an opportunity to discuss them prior to the upcoming joint meetings. The next joint meetings are scheduled for October 19 and 25. Note: the draft contracts may look different at the joint meetings as there may be revision recommendations by either attorney.

B. Get Out the Vote Communications

It was requested for the Trustees to have a conversation about any get out the vote communications/efforts. This is an opportunity for the Trustees to discuss if there is any signage or other efforts they would like to be made.

Attachments

- Current draft contracts
 - Memorandum of Understanding
 - Contract for Police Services
 - Reappraisal and Assessor Services Agreement
 - Right of First Refusal for 81 Main Street
 - Stormwater Agreement
 - Shared Financial Services Agreement
 - Information Technology Agreement
 - Delinquent Tax Agreement
- Independence mailer

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated this ____ day of _____, 202__, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the Village of Essex Junction, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex Junction” or the “Village” and together the Village and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the Village is currently an incorporated Village located within the Town;

WHEREAS, the Village is pursuing separation from the Town with the intention of incorporating as an independent City (“City of Essex Junction” or “City”) pursuant to legislative approval;

WHEREAS, the Town Selectboard and the Village Trustees are working amicably to plan for the Village’s separation from the Town;

WHEREAS, the Town Selectboard and Village Trustees ~~have~~ determined that certain agreements will be necessary between the Town and the City of Essex Junction for purposes such as sharing or purchasing municipal services or operationsto ameliorate the burden on Town Outside the Village taxpayers resulting from the Village’s separation;

WHEREAS, until the effective date of the City’s Charter, there is no authority under which the Village may enter agreements on behalf of the City;

WHEREAS, the Village and the Town desire to prepare these tentative conceptual agreements in advance with the understanding that the current Village Trustees will become the future City Councilors and intend to enter these agreements on behalf of the City, ~~with the understanding that neither Board has the authority to bind future Boards;~~ and

WHEREAS, the Parties now wish to enter into this Memorandum of Understanding regarding the tentative conceptual agreements necessary for separation of the Municipalities and establishment of the City of Essex Junction;

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 Village City hereby agree as follows:

1. The Town and Village have prepared the following tentative agreements which are attached as Exhibits to this MOU:
 - a. Contract for Police Services;
 - b. Reappraisal and Assessor Services Agreement;
 - c. Right of First Refusal for 81 Main Street;
 - d. Stormwater Agreement;~~...~~
 - e. Shared Financial Services Agreement;
 - f. Transition Agreement for Finance and IT~~Information Technology Agreement~~~~...~~
 - g. Indian Brook and EJRP program access;
 - h. Senior Bus and Center;
 - i. Delinquent Tax ~~Agreementes~~;
 - j. Tree Farm Buildings Maintenance;
 - k. Administration Transition (manager, HR, etc.)
 - e.l.
2. Should the Vermont Legislature approve the City Charter, the City will enter a transitional period during which the separation of departments, municipal services, and operations will occur. By entering into this MOU the Town does not waive the opportunity to oppose separation or ask for certain conditions during the transition phase at the Legislature and expressly reserves the Town's right to do so. Should the Vermont Legislature not approve the City Charter during the next legislative session, this MOU shall terminate and have no further force or effect unless extended by mutual agreement of the Parties.
3. The Town and Village intend that the Town and City will enter the above referenced tentative agreements generally consistent with the form of those attached hereto as Exhibits A-__ during the transitional period. ~~While~~The Town and the Village will work in good faith to execute the agreements, both Parties acknowledge and agree that current Boards may not bind future Boards.
4. The Parties agree to first mediate any dispute prior to submitting the matter to court, provided that a mediator may be obtained within 60 days of when such a dispute arises. The Parties, however, recognize that the contract for Police

Services concerns an essential municipal function, and thus, any dispute between the Parties that arises concerning Police Services and which could cause an interruption of police services is emergent and in need of immediate attention by the court and therefore not subject to a mediation requirement prior to initiating a filing with the court.

5. This MOU may be amended or modified by mutual written agreement of the Parties.
6. Any notice required under this MOU 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.

To Town of Essex: Municipal Manager
 81 Main Street
 Essex Junction, VT 05452

To Village of Essex Junction: Municipal Manager
 2 Lincoln Street
 Essex Junction, VT 05452

~~7~~¹⁴. This MOU shall be governed by the laws of the State of Vermont. All rights and remedies provided by this MOU 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 MOU. If any provision of this MOU shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

~~8~~¹⁷. Neither party shall assign this MOU or any interest hereunder without the written approval of all of the Parties, with the exception that the rights and obligations of the Village of Essex Junction shall flow to the City of Essex Junction once it has been established. This MOU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

~~9~~¹⁸. 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 MOU, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 202__.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Police Services Agreement

THIS AGREEMENT, made this ____ day of _____, 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 Municipality; and

WHEREAS, the Essex Police Department ("Essex PD") has provided police services, including law enforcement, protection, community justice, dispatch, and emergency services (collectively described as "Police Services") to the Town, including the former Village of Essex Junction; and

WHEREAS, the Police Services provided by Essex PD serve the public good and fulfill an essential municipal function; and

WHEREAS, it is the mutual goal of the Municipalities that the Essex PD serve the citizens of both communities and maintain their trust and support; and

WHEREAS, the Town is willing to provide the City Police Services on the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties now wish to enter into this Agreement for the Town to provide Police Services of the Essex PD to the City of Essex Junction;

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. Term.

The Initial Term of this Agreement shall be ten (10) years. This Agreement shall automatically renew for another five (5) years (Extended Term) at the conclusion of the Initial Term unless either Party terminates the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 11 herein) or enter into a new or revised agreement. This Agreement may continue to renew for an unlimited number of Extended Terms.

2. Agreement Review.

The Parties hereby agree to review this Agreement if requested by either Party in either a joint meeting of the Selectboard and the City Council or a meeting of their representatives. In addition to any requested reviews, the Parties shall meet to review this Agreement on the third anniversary of its effective date, and every three years thereafter, or upon the occurrence of a material event.

3. Cost and Payment.

The City shall be assessed the cost of the Police Services by calculating, on a per capita basis, its share of the direct and indirect costs and expenses for ~~maintaining the Essex PD~~ the Police Services described herein as set forth in the Town's approved annual budget. The City agrees to pay the Town the assessed cost for the Police Services described herein based upon the Town's approved annual budget on a quarterly basis. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, worker's compensation insurance, property & casualty insurance, liability insurance, training, vehicles, technology, communications; as well as costs associated with operating the police facility to include, but not be limited to, heat, electricity, water and sewer, and buildings and grounds. The indirect costs shall include: ~~administration costs, human resources costs, Information Technology (IT) costs, and finance costs~~ and other mutually agreed upon costs. The per capita basis shall be reassessed every ten years when new census data is released by the US Census Bureau.

In year two and every year thereafter, at the time of the Town's billing for the first quarter of each fiscal year, the Town will reconcile the actual costs billed and a true up will be included in the bill for under or over payments from the previous fiscal year.

If an audit ~~reveals is conducted and~~ a discrepancy ~~is found~~ in what was paid by the City and what actual costs should have been paid on a per capita basis, then the City shall be either credited any amount overpaid during the ensuing fiscal year, or the City shall make payment on any underpayment in the next fiscal year as part of its quarterly installments. The Town will ~~endeavor to~~ make all reasonable efforts to stay within any approved budget.

An anticipated fee for Police Services shall be provided by the Town to the City in advance of any City budget meeting such that the City may include the costs of these services in its budget. The Town shall provide the City a detailed Police Services budget that, shall be in such form, and contain such level of detail, as is mutually agreed upon by the Selectboard and the City Council, and at a minimum, shall include revenue and expenses for the Police Services to be provided.

Upon request and with reasonable advance notice, a Town representative familiar with the proposed budget shall appear at any City Council meeting where there will be a discussion of the budget to answer any questions ~~that the Council may have~~. The Town shall make expenditures consistent with the Police Services budget as presented and approved. The Town will advise the City of any material changes to an approved budget. Failure to do so shall constitute a breach of this Agreement. For purposes of this agreement, a material change shall be a change of more than ten percent (10%) of the approved budget.

The Municipalities recognize that a natural disaster (defined as a major, adverse, naturally occurring event such as a flood, wildfire, earthquake, hurricane or tornado) impacting the Municipalities may cause the Essex PD to exceed budgeted operating revenues. The Town agrees to apply for any possible State or Federal grant funding that may be available to cover budget overruns that arise out of a natural disaster.

4. Level of Service; Changes in Service.

In exchange for the distribution of public funds, described above, ~~the~~ The Town shall provide the City with all of the following "Police Services": (1) 24-hour, 365-days per year police protection, response, prevention, law enforcement, investigation services, education, emergency response services (generally referring to action taken in response to an unexpected and dangerous occurrence in an attempt to mitigate its impact on people, property or the environment. Emergency situations can range from natural disasters to hazardous materials problems, transportation incidents and a wide range of manmade emergencies.), animal control, community justice, and dispatch services. Dispatch services shall include for Essex Rescue, Essex Junction Public Works, and Essex Junction Fire Department.

The Town will include special events planned in advance in the annual budget for Police Services ~~funds Six Thousand Dollars (\$6,000.00) for special event services that are planned in advance. For special events that are not planned in advance and require overtime pay, the Municipality hosting such event shall be responsible for payment of those overtime costs. Special events include, but are not limited to, parades, community gatherings, holiday events, but do not include school crossings, to be split evenly between the Town and the City. Once a Municipality expends its allocation, the Municipality hosting the special event will be responsible for payment of amounts that exceed the allocation.~~

In the event that ~~the Town~~ neither Party seeks to modify the agreed upon level of service, either by increasing services provided, eliminating an existing service, or if the Essex PD seeks to expand services into another municipality, the ~~Town~~ Party requesting the change shall provide the ~~City~~ other Party with a written description

of the proposed change(s) and the rationale for the same. The Parties shall meet at a joint meeting of the Selectboard and City Council to discuss the budgetary and other consequences of any proposed change. No change in the agreed upon level of service shall occur within the contract term absent such mutual approval. No change in the agreed upon level of service shall occur within the fiscal year when the change is first proposed unless mutually agreed upon. If the Town changes the level of service that benefits the Town only, the City will not be responsible for payment towards the costs of such service.

5. Personnel Management

All equipment and personnel necessary and proper for the performance of this Agreement shall be provided by the Town and all persons providing the Police Services shall be subject to the exclusive control, direction and supervision of the Town.

The Chief of the Essex PD ("Police Chief") shall be an employee of the Town and shall be supervised by the Town Manager. However, the Town Manager ~~shall~~may seek input from the City Manager in the evaluation of the Police Chief and in the hiring of any new Chief. The Town Manager ~~shall~~may also accept input from and cooperate with the City Manager. Minimally, the Police Chief, Town Manager, and City Manager ~~shall~~may meet at least once every six months to discuss the status, quality and execution of Police Services by the Essex PD.

The Police Chief and City Manager shall cooperate in the creation, modification and execution of any City emergency response plans. The Chief shall have control over the execution of the emergency response plan.

6. Equity Inclusion Group.

The Town agrees to consider the recommendations of the Equity Inclusion Group. Should the Town form a Police Advisory Board ("Advisory Board") ~~be formed~~ in the future, the City shall be afforded a number of seats on the Advisory Board that are proportionate to the total population served by the Essex PD. ~~reasonable representation on the Advisory Board.~~

7. Insurance.

The Essex PD shall at all times be covered under the Town's general municipal liability insurance policy.

8. Compliance with Law.

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The Essex PD shall at all times comply with all local, state, and federal laws, ordinances, orders and regulations in connection with its operations.

9. 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.

10. Bond.

The City shall continue to make payments, in the same manner as has been historically made, with the tax rate being established based on the budgeted bond payment for the year spread across the combined grand list of the two municipalities, on the Bond for the police station issued by the Vermont Municipal Bond Bank, 2017 Series 4 Refunding Bonds, in the current approximate total outstanding amount of Six Million One Hundred Forty-Six Thousand Six Hundred Eighty-Nine Dollars (\$6,146,689.00). This obligation shall continue notwithstanding termination of this Agreement.

11. Termination.

A Notice of Intent to Terminate this Agreement must be delivered to the other Party Three (3) Years Prior to the end of either the Initial Term or Extended Term. Should one Party notify the other that it intends to terminate this Agreement, then the Parties agree to enter into a mediation with an agreed upon mediator. The Parties shall split the costs of the mediator, but otherwise bear their own costs of the mediation, including their attorneys' fees. The Parties shall mediate in good faith.

This Agreement may also automatically terminate upon any of the following events:

- a. The dissolution or insolvency of either of the Municipalities;
- ~~a.b. The date by which the Parties have agreed and resolved that~~At such time that the City has notified the Town that it has established a municipal Police Department that performs the Services; or
- ~~b.c.~~ The Parties enter into a new written agreement which expressly supersedes this Agreement.

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12. Effects of Termination

Upon the termination of this Agreement all obligations of the Parties shall cease except for those obligations created by or pursuant to Section 10.

13. Amendment.

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

14. 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
 Town Manager
 81 Main Street
 Essex Junction, VT 05452-3209

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

15. 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.

16. 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.

17. Entire Agreement.

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

18. Assignment; Binding Agreement.

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

19. 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.

20. 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 ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

Police Services Agreement.

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

REAPPRAISAL AND ASSESSOR SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 202__, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in County of Chittenden and State of Vermont, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, pursuant to 32 V.S.A. § 4041a, the Town has collected state reappraisal funds for properties located in the Town as well as for those now located within the City;

WHEREAS, the Town agrees to oversee and conduct a reappraisal for properties located in the Town and City using these reappraisal funds;

WHEREAS, the Town agrees to initiate and manage the upcoming reappraisal through its Office of Assessor pursuant to 32 V.S.A. § 4041a;

WHEREAS, if the reappraisal funds are not sufficient to fully fund the upcoming reappraisal, the Town and City shall each contribute additional funds in proportion to each Municipality’s percentage of parcels;

WHEREAS, if there are residual funds in the Town’s reappraisal fund once the upcoming reappraisal is completed, the residual funds will be distributed to the City and Town in proportion to each Municipality’s percentage of parcels if lawful;

WHEREAS, the City agrees to continue to contribute ~~towards fifty percent (50%) of~~ the costs of the Town’s Office of Assessor based upon its percentage of parcels until the upcoming reappraisal is complete and the appeal process has concluded; and

WHEREAS, the Parties now wish to enter into this Reappraisal and Assessor Services 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. The Town shall use the existing reappraisal funds to conduct the upcoming reappraisal of all properties located within the Town and the City.
2. The Town shall initiate and manage the upcoming reappraisal pursuant to 32 V.S.A. § 4041a, unless the Parties mutually agree otherwise.

3. The reappraisal fund balance ("Reappraisal Balance") shall be determined as of the date of the last payment by the State pursuant to 32 V.S.A. § 4041a to the Town which includes payment for parcels now located in the City.
4. If the Reappraisal Balance is insufficient to fund the upcoming reappraisal, the Town and City shall contribute additional funds in proportion to each Municipality's percentage of parcels.
5. The additional funds shall be due thirty (30) days after receipt of a detailed accounting and invoice.
6. If residual funds remain in the Reappraisal Balance at the conclusion of the upcoming reappraisal, the residual funds shall be distributed to the Town and City in proportion to each Municipality's percentage of parcels if lawful.
7. The residual funds shall be disbursed with a detailed accounting of the disbursement within thirty (30) days of the final payment for the upcoming reappraisal.
8. The City Board of Authority shall hear and address any tax appeals that arise from the reappraisal for properties that are located within the City.
9. ~~The City will continue to contribute fifty percent (50%) towards the cost of the Office of the Assessor based upon its percentage of parcels until such time the upcoming reappraisal is completed. Should there be an, and the appeal process with respect to any parcels located within the City-, the City shall compensate the Town for time expended by Town employees in supporting the City's position in the appeal on a reasonable hourly basis has concluded. TAt that time the City may establish its own office of assessor or continue to share assessor services with the Town pursuant to a mutually acceptable agreement.~~

109. The Town and City hereby agree to take or cause to be taken such further actions, 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.

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

121. Any notice required 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.

To Town of Essex:	Town of Essex
	Town Manager
	81 Main Street

Essex Junction, VT 05452

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

132. 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.
143. Neither party shall assign this Agreement or any interest hereunder without the written approval of ~~of~~ the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
154. 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.

DATED this ____ day of _____, 202__.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

RIGHT OF FIRST REFUSAL AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the TOWN OF ESSEX, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTOR, in consideration of One and More Dollars paid to its full satisfaction by the CITY OF ESSEX JUNCTION, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTEE, does hereby GIVE, GRANT AND CONVEY unto the said CITY OF ESSEX JUNCTION, a right of first refusal on property known as 81 Main Street in the City of Essex Junction and more particularly described as being all and the same land and premises conveyed to the Town of Essex by Warranty Deed of Claude B. Gagne and Gerald C. Milot dated May 3, 1982 and recorded in Book 167 at Page 26 of the Essex Land Records ("Property").

In consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1) Grantor hereby unconditionally and irrevocably grants to Grantee the exclusive right of first refusal to purchase all or a portion of the Property, or any interest in the Property, on the terms and conditions contained in this Agreement.
- 2) In the event Grantor intends to accept a bona fide offer to sell the Property to a third party ("Offer"), it shall promptly give to the Grantee written notice of the terms of such contract. The written notice shall contain the material terms and conditions of the Offer, including, but not limited to, the name of the prospective bona fide transferee, the price, a description of the property to be transferred, the form of consideration, contingencies, and a copy of the contract.
- 3) In the event Grantor desires to sell the Property and does not have an Offer, the Parties may: a) together agree on the fair market value; b) use a mutually agreed upon appraiser to determine the fair market value of the Property; or c) each hire an independent appraiser and the appraisers shall together determine the fair market value of the Property. The appraisal costs shall be shared equally between the Parties.
- 4) Grantee shall have the option to purchase the Property on the same terms and conditions set forth in said contract or as determined in Section 3 above. Within sixty (60) days after the date it receives notice of the proposed sale or the fair market value is determined, Grantee shall either notify Grantor in writing that it will purchase the premises on the terms and conditions set forth or deliver to Grantor a written waiver of its right of first refusal in recordable form. In the event Grantee delivers to Grantor a written waiver of its right of first refusal in recordable form, or fails to respond to the notice of the proposed sale within sixty

(60) days, Grantor may thereafter sell the premises to the third party making the offer. If for any reason the premises are not sold to the third party, notice of any subsequent contract for the sale or conveyance of the above described property by Grantor shall be given to Grantee on the same terms and conditions for acceptance or refusal as set forth above.

- 5) If the transferred Property constitutes less than the entire interest of Grantor in the Property, then the terms and conditions of this Agreement shall remain in full force effect regarding any portion of, or interest in, the Property which was not part of the transferred Property.
- 6) In the event Grantee elects to exercise its right of first refusal and timely notifies Grantor thereof, it shall have not more than six months to close on said transaction. Grantor shall convey title via warranty deed in customary Vermont form, sufficient to convey to good and marketable title to the Property.
- 7) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, with signed notice of receipt; (b) five (5) days after having been sent by certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.
- 8) This right of first refusal shall be binding on the successors and assigns of Grantor and Grantee.
- 9) This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.
- 10) No modification, amendment, or deletion of this Agreement shall be effective unless in writing and signed by both Parties.

DATED at _____, Vermont this _____ day of _____, 20__.

TOWN OF ESSEX

By:
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At _____, Vermont, this _____ day of _____, 20__,
_____, duly authorized agent of the Town of Essex personally appeared, and

they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and the free act and deed of the Town of Essex.

Before me, _____
Notary Public

Stormwater Agreement

THIS AGREEMENT, made this ____ day of _____, 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 Town and Village signed a Memorandum of Agreement Between Town of Essex and Village of Essex Junction Re: Stormwater Permitting and Management Services on January 13, 2015 (“Stormwater MOU”);

WHEREAS, Section 5 of the Stormwater MOU states “This agreement may be modified only by a written amendment signed by the Parties”; and

WHEREAS, the Town and Village of Essex Junction do not see a need for the Stormwater MOU to continue in the event that the Charter for the City of Essex Junction is approved by the Legislature;

WHEREAS, Stormwater project funding for eligible Flow Restoration, Phosphorous Removal, and other related state and federal permit requirements has previously been provided for each community by the Town’s Capital fund; and approved projects not yet completed may require more or less funding than what has been and will be collected to complete until each community has established separate community funding for new projects; 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. If the Charter for the City of Essex Junction passes the legislature, the Town and City agree to terminate the Stormwater MOU effective at the conclusion of the Transition Period as defined in the City of Essex Junction Charter.
2. Current and future stormwater personnel from both communities are encouraged to discuss opportunities to work together on stormwater-related funding and projects when it is mutually beneficial to each community, including, but not limited to, the potential for cost-sharing when appropriate and/or developing a stormwater funding mechanism such as a stormwater utility.
3. The Municipalities agree to continue the use of any identified stormwater funding from the Town Capital fund that is collected from Village/City of Essex Junction

and Town of Essex property owners to complete currently approved, ongoing stormwater projects until those projects are completed. If any currently approved but uncompleted stormwater projects require additional funding to complete, the Town and City shall share such costs on a percentage of the grand list basis. If there are any residual funds after the projects are completed, the funds should be distributed to each municipality on a percentage of the grand list basis.

4. Future stormwater projects shall be funded by each municipality respectively once the Transition Period has concluded.
5. This Agreement may be amended or modified by mutual written agreement of the Parties.
6. 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
 Town Manager
 81 Main Street
 Essex Junction, VT 05452-3209

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

7. 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.
8. 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.

9. 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.
10. 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.
11. 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.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Shared Financial Services Agreement

THIS AGREEMENT, made this ____ day of _____, 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 desire to share certain financial services (“Financial Services”);

WHEREAS, the Town and City desire that the Town employ shared finance leadership which includes the Finance Director and Assistant Finance Director who shall serve both Municipalities (“Shared Finance Leadership”);

WHEREAS, the Shared Finance Leadership titles and number of positions may change as agreed by the Municipalities;

WHEREAS, the Municipalities shall share the actual salary and benefit costs of the Shared Finance Leadership (“Shared Finance Leadership Costs”) on a p;

WHEREAS, all other finance positions will be employed by, serve, and be paid by either the City or the Town;

WHEREAS, the Municipalities shall share any direct actual costs of shared software, equipment or other expenses that are not clearly delineated for use by only one of the Municipalities (“Direct Shared Costs”);

WHEREAS, the Shared Finance Leadership Costs and the Direct Shared Costs shall be prepared and shared by the Town during the budget process; and

WHEREAS, the City Manager and the Town Manager shall jointly hire, supervise, and evaluate the Shared Finance Leadership;

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. Term.

The Initial Term of this Agreement shall be four (4) years from the time the City is established, expiring on June 30 of the fourth year unless earlier terminated by

either Municipality. This Agreement shall automatically renew for additional one (1) year terms ("Extended Terms") at the conclusion of the Initial Term if the Parties do not either terminate the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 6 herein) or enter into a new or revised agreement. This Agreement may continue to renew for an unlimited number of Extended Terms.

2. Shared Finance Leadership

Initially, the Shared Finance Leadership will include the Finance Director and the Assistance Finance Director. The Shared Finance Leadership will serve both Municipalities. The exact number and title of Shared Finance Leadership positions may change during the term of this Agreement only by written agreement of the Town and City.

All positions not included in the Shared Finance Leadership will be employed by, paid by and shall serve their respective municipalities.

3. Cost and Payment.

The City agrees to pay the Town for the City's portion of the Shared Finance Leadership Costs and the Direct Shared Costs described herein on a quarterly basis. The City shall be assessed the actual cost of these services by calculating, on a percentage of the grand list basis, its share of the Shared Finance Leadership Costs and the Direct Shared Costs. The Shared Finance Leadership Costs shall include the salary and benefits of all Shared Finance Leadership. The Direct Shared Costs shall include direct actual costs of shared software, equipment or other expenses that are not clearly delineated for use by only one of the Municipalities.

In year two and every year thereafter, at the time of the Town's billing for the first quarter of the fiscal year, the Town will reconcile the actual costs billed and a true up will be included in the bill for under or over payments from the previous fiscal year.

If an audit reveals a discrepancy is found in what was paid by the City and what should have been paid on a per capita basis, then the City shall be either credited any amount overpaid during the ensuing fiscal year, or the City shall make payment on any underpayment in the next fiscal year as part of its quarterly installments.

The Shared Finance Leadership Costs and the Direct Shared Costs shall be prepared and shared by the Town to the City in advance of any budget meeting such that the City may include the costs of these services in its budget.

4. Personnel Management

The City Manager and the Town Manager shall jointly hire, supervise, and evaluate the Shared Finance Leadership.

5. 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.

6. Termination.

A Notice of Intent to Terminate this Agreement must be delivered to the other Party by September 1 of a given year and shall be effective June 30 of the following calendar year.

This Agreement may also automatically terminate upon any of the following events:

- a. The dissolution or insolvency of either of the Municipalities;
- b. The Parties enter into a new written agreement which expressly supersedes this Agreement.

7. Amendment.

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

8. 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
 Town Manager
 81 Main Street
 Essex Junction, VT 05452-3209

To City of Essex Junction:

City of Essex Junction
City Manager
2 Lincoln Street
Essex Junction, VT 05452

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Information Technology Agreement

THIS AGREEMENT, made this ____ day of _____, 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 Municipalities desire to facilitate the migration of the former Village information technology (IT) infrastructure, data, and resources to the City;

WHEREAS, the Town agrees to provide the City’s IT consultants access to the Town IT staff and equipment to plan and facilitate this migration;

WHEREAS, the City agrees to provide the Town with a list of the IT consultants the City has hired and authorized to access the former Village’s IT infrastructure, data, and resources; and

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. The City shall provide the Town with a list of IT consultants and staff (“IT Consultants”) the City has authorized to access the former Village’s IT infrastructure, data, and resources. The City shall keep this list current and provide updates to the Town of any changes to this list.
2. The Town shall provide the IT Consultants access to its staff and equipment to plan and facilitate the migration of the former Village IT infrastructure, data, and resources to the City.
3. The Town staff shall work cooperatively with the IT Consultants to facilitate the migration of the former Village IT infrastructure, data, and resources to the City.
3. 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 Town Manager 81 Main Street Essex Junction, VT 05452-3209
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To City of Essex Junction:

City of Essex Junction
City Manager
2 Lincoln Street
Essex Junction, VT 05452

4. 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.
5. 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.
6. This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.
7. 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.
8. 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.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Delinquent Tax Agreement

THIS AGREEMENT, made this ____ day of _____, 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 Municipalities desire to define the rights and responsibilities of collecting tax payments and delinquencies between the Municipalities;

WHEREAS, any tax payments due or delinquencies incurred prior to the effective date of the City Charter will be collected by and payable to the Town of Essex; and

WHEREAS, beginning on the effective date of the City’s Charter, any taxes due and delinquencies incurred for properties located in the City shall be payable to the City;

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. Prior to the effective date of the City Charter, all taxes for the Village of Essex Junction and the Town of Essex Junction will be collected by and payable to the Town of Essex. The Town of Essex may continue collection efforts, including tax sales, on delinquencies beyond the effective date of the City Charter.
2. On and after the effective date of the City Charter, all taxes due and delinquencies incurred for properties within the City shall be payable to and collected by the City.
3. The Municipalities may choose to work cooperatively on collection efforts for properties with delinquencies owed to both the Town and the City.
4. 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
	Town Manager
	81 Main Street
	Essex Junction, VT 05452-3209

To City of Essex Junction:

City of Essex Junction
City Manager
2 Lincoln Street
Essex Junction, VT 05452

5. 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.
6. 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.
7. This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.
8. 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.
9. 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.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

VOTE ON THE CHARTER FOR THE CITY OF ESSEX JUNCTION



HAVE A VOICE IN OUR FUTURE

ESSEX JUNCTION INDEPENDENCE

VOTING INFORMATION

BY MAIL:

Ballots will be mailed to all active registered voters in the Village of Essex Junction and are expected to arrive in mailboxes by October 13

IN PERSON:

Tuesday, November 2, 2021, @ Essex High School, 2 Educational Drive, 7a.m.-7p.m.

REGISTER TO VOTE

<https://olvr.vermont.gov/>

NEED VOTING ASSISTANCE:

Contact the Clerk's Office
Visit: 81 Main St, M-F 7:30am-4:30pm
Call: 802-879-0413, option 6
Email: clerk@essex.org



PUBLIC HEARING:

Tuesday, October 12, 6:30p.m.

In person:

2 Lincoln Street, Essex Junction, VT 05452

Online:

www.essexjunction.org/independence_

CONTACT INFORMATION



www.essexjunction.org



878-6951



trustees@essexjunction.org



@essexjunctionvt



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In-person Voting happens on Tuesday, November 2, 2021
at Essex High School, 2 Educational Drive from 7 am to 7 pm

"I believe this vote is the most important vote in our recent history. Our separation or merge discussion has been ongoing for decades. Let's put it to rest by having a high voter turnout. I urge everyone to take a moment - do your research, ask questions, then vote. And make sure your friends and neighbors vote."

-- Representative Lori Houghton

VOTE ON THE CHARTER FOR THE CITY OF ESSEX JUNCTION

WHAT ARE WE VOTING ON?

Whether or not to adopt a new municipal charter that would transform the Village into an independent city, and no longer be a part of the Town of Essex.

BALLOT QUESTION:

"Article 1: Shall the Village of Essex Junction adopt the proposed Charter for the City of Essex Junction, Vermont dated September 14, 2021"

WHERE CAN I FIND A COPY OF THE CHARTER?

Physical copy: 81 Main Street, 7:30a.m.-4:30p.m., M-F
E-copy: www.essexjunction.org/proposed-charter

WHY ARE WE VOTING ON THIS?

Since 1958 there have been many votes about merging with or separating from the Town of Essex. In both March and April this year, nearly 80% of Villagers voted in favor of merging with the Town and both times nearly 70% of Town outside the Village folks voted against merging. In April, more than 75% of Villagers voted "yes" to a non-binding article asking the Trustees to pursue independence by November if the merger vote failed. The merger vote failed and the Trustees are now presenting an independent City of Essex Junction Charter to Village voters.

WHAT'S STAYING THE SAME?

- Essex Junction maintains its identity
- Continue to enjoy high-quality municipal services
- 5-member governing board
 - Elected at-large
 - 3-year terms
 - President & Vice president elected by board
 - No mayor
 - Trustees at time when Charter takes effect will become City Councilors
- Annual budget presented to voters
 - Voted by Australian ballot
- Maintain quality of life we appreciate

WHAT WILL BE DIFFERENT?

- Full control of Essex Junction's future
- Our tax dollars will stay and be invested in the city only
- Equal municipality; like other Chittenden County cities and towns
- Planning boards shift from Planning Commission & Zoning Board to Development Review Board & Planning Commission

WHAT WAS THE PROCESS TO GET HERE?

3/2/21 - Vote to merge Village & Town fails by 19 votes
4/13/21 - Vote to merge Village & Town fails by 25 votes
4/13/21 - Advisory article on preparing a plan for separation if merger fails passes with 76% in favor
Starting 4/27/21 - Trustees dedicate first 60-90 minutes of each meeting to work sessions on independence
9/14/21 - Trustees approve Charter for City of Essex Junction
9/28/21 - First public hearing on Charter
10/12/21 - Second public hearing on Charter
11/2/21 - Vote on Charter for City of Essex Junction

ESSEX JUNCTION INDEPENDENCE

WHAT HAPPENS NEXT IF THE VOTE PASSES?

Nov '21 - Charter approved by Village voters
Jan '22 - Essex Junction legislators introduce bill in VT House of Representatives
Jan – May '22 - Bill taken up and considered by several House & Senate committees
Jan – May '22 - Bill voted on by full House & Senate; signed by Governor
Jul '22 - City is formed
Jul '22 - Jun '23 - Transition year; City hires leadership & prepares for full operations; 2 Lincoln renovations; IT infrastructure put in place
Jul '23 - City is fully operational at 2 Lincoln Street

Note: the legislature can change the timeline and/or the bill could fail somewhere along the way, which would change these projections.

www.essexjunction.org/independence

WHAT ARE GOING TO BE THE FINANCIAL IMPACTS?

Note: The information below is an estimation of the budget and tax rates for the current fiscal year (FY2022), had the City of Essex Junction been fully formed and functioning. An actual future budget will be developed by the City Manager, approved by the City Council, and approved by the voters at Annual Meeting.

FINANCIAL IMPACTS SUMMARY

- Village is financially well positioned to become the City of Essex Junction
- Residents can expect the same high level/quality of municipal services and pay less in taxes
- Cost savings will be realized by no longer paying for mirror departments in the Town

FINANCIALS OF TRANSFORMING FROM VILLAGE TO CITY

Taxes on \$300,000 (assessed value) home:	↓ \$195
Tax rate change from .8952 to .8303:	↓ 7.25%
Taxes for municipal operations:	↓ \$514,199
Overall property taxes:	↓ \$738,934
General Fund spending on government:	↓ \$811,337

FY2022 MUNICIPAL TAX IMPACTS

Village home assessed value:	Tax decrease if Village becomes City:
\$250,000	\$(162)
\$300,000	\$(195)
\$350,000	\$(227)
\$400,000	\$(259)
\$450,000	\$(292)

For more financial related information, please visit:
www.essexjunction.org/citybudget

MOST SIGNIFICANT COST SAVINGS

- Budget savings in 12 out of 19 cost centers.
Cost savings are from:
- No longer paying for mirror services in Town
 - Departments, employees, and services in the Village already exist
 - Not contributing to the Town Capital Fund

Department	\$ Savings
Public Works	\$(327,906)
Recreation	\$(251,817)
Fire	\$(250,958)
Town Capital Reserve Fund	\$(224,419)
Library	\$(180,364)
Community Development	\$(171,710)

MOST SIGNIFICANT COST INCREASES

- Budget increases in 5 out of 19 costs centers.
Cost increases are from:
- Paying for police services with Town per capita (48%) vs. grand list (42%)
 - Paying for police indirect administrative costs
 - Continuing Green Mountain Transit; paying for 81% of current bus service hours that are in the City
 - Creating City finance, assessing, and senior services departments; currently Town departments

Department	\$ Increase
Police	\$412,073
County Regional	\$99,041
Finance	\$86,139
Assessing	\$56,855
Senior Activities	\$34,558

Frequently Asked Questions (FAQ's)

WHAT'S HAPPENING WITH THE POLICE?

The Trustees and Selectboard have agreed for the City to contract police services through the Town of Essex. The same police building and employees will continue to provide dispatch, law enforcement, animal control, and community justice services for the Town and City. Police related revenues and expenses are being shared on a per capita basis.

DO WE HAVE THE MEANS/ASSETS TO BE A CITY?

Yes. The Village has been operating since 1893. We have water and sewer, streets, parks, sidewalks, employees, an employee association, a municipal charter, and a municipal plan.

HOW MANY PEOPLE ARE WE GOING TO HAVE TO HIRE?

In converting from a Village to a City, we need to hire three new employees: City Manager, Assistant City Manager/HR Director, and Assistant City Clerk. The new city will have approximately 60 full-time employees.

WHY DO WE HAVE TO BECOME A CITY?

We are currently an incorporated Village within the Town of Essex. While we are a municipality and have the same governing powers as cities and towns, a village is a distinct place within a parent town or city. In order for us to be independent, our only option is to separate from the Town of Essex and become a City. We will be the 4th largest city and 8th largest community in Vermont.

HOW WILL THE CITY CONTINUE TO GROW ITS GRAND LIST?

By no longer being a part of the Town, all taxes paid by Village residents and businesses will be invested in Essex Junction only. We can focus on our economic development, downtown revitalization, and reduce the tax burden for all property owners.

WHAT IS HAPPENING WITH THE SENIOR CENTER?

The Senior Center will continue to operate at 2 Lincoln Street.

For more frequently asked questions and facts,
visit: www.ourvillageourvoices.org/the-facts

"This vote will impact property taxes, how taxes are spent, the focus of staff and board members, and more for generations. I ask you to please learn more by visiting the Village of Essex Junction's website or asking any of us Village Trustees, and then vote."

-- Village President Andrew Brown