



VILLAGE OF ESSEX JUNCTION TRUSTEES
TOWN OF ESSEX SELECTBOARD
MEETING AGENDA

Online
Essex Junction, VT 05452
Monday, June 29, 2020
6:30 PM

E-mail: manager@essex.org

www.essexjunction.org
www.essexvt.org

Phone: (802) 878-1341
(802) 878-6951

Due to the Covid-19 pandemic, this meeting will be held remotely. Available options to watch or join the meeting:

- The meeting will be live-streamed on Town Meeting TV.
Join Microsoft Teams Meeting. Depending on your browser, you may need to call in for audio (below).
Join via conference call (audio only): (802) 377-3784 | Conference ID: 795 027 236#
For the purpose of recording minutes, you will be asked to provide your first and last name.
When listening to the meeting, please keep your phone or computer on "mute" as to prevent interruptions during the meeting. For agenda items when it is appropriate for the public to speak, please unmute your phone or computer and introduce yourself before requesting the floor from the Chair/President.

The Selectboard and Trustees meet together to discuss and act on joint business. Each board votes separately on action items.

- 1. CALL TO ORDER [6:30 PM]
2. AGENDA ADDITIONS/CHANGES
3. APPROVE AGENDA
4. PUBLIC TO BE HEARD
a. Comments from Public on Items Not on Agenda
5. BUSINESS ITEMS
a. Review, discuss, and edit draft merger charter
6. CONSENT ITEMS
a. Adopt revisions to Village of Essex Junction General Rules and Personnel Regulations (Trustees only)
7. READING FILE
a. Board Member Comments
8. EXECUTIVE SESSION
a. An executive session is not anticipated
9. ADJOURN

Members of the public are encouraged to speak during the Public to Be Heard agenda item, during a Public Hearing, or, when recognized by the Chair or President, during consideration of a specific agenda item. The public will not be permitted to participate when a motion is being discussed except when specifically requested by the Chair or President. This agenda is available in alternative formats upon request. Meetings, like all programs and activities of the Village of Essex Junction and the Town of Essex, are accessible to people with disabilities. For information on accessibility or this agenda, call the Unified Manager's office at 878-1341 TTY: 7-1-1 or (800) 253-0191.

Certification: 06/26/2020

[Signature]

## Memorandum

**To:** Board of Trustees; Selectboard

**From:** Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Sarah Macy, Finance Director/Assistant Manager

**Re:** Joint review, discussion, and edit of draft merger charter

**Date:** June 26, 2020

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### Issue

The issue is for the Trustees and Selectboard to jointly review, discuss, and edit the draft merger charter for a merged community.

### Discussion

The Trustees (June 17) and Selectboard (June 22) have each reviewed the draft merger charter as individual boards, making proposed edits, raising questions, and identifying issues that need to be discussed with the other board. Evan and Greg have further discussed the draft charter with Attorney Dan Richardson, getting feedback from him on the boards' conversations.

Additionally, Sarah has pulled together financial information about various scenarios being considered with the merger charter.

Attached, the Trustees and Selectboard will find a side-by-side comparison of their edits and questions for the charter, along with input from Dan Richardson on certain topics. (Because of some formatting challenges, the standalone copies of each board's comments on the charter are also attached.) The side-by-side comparison contains a third column that staff can use on Monday to make notes as the boards look to finalize components of the draft charter. Sarah's financial information is attached, as well.

For Monday's board meeting, staff recommends that the boards review each section of the charter and provide direction. The boards do not need to wordsmith the charter so much as they should agree to concepts; Dan Richardson can finalize language based on the boards' desired goals. For instance, the boards may want the "new" town to have an information Town Meeting Day with a presentation of the proposed budget, with voting to happen by Australian ballot within a certain number of days after the information meeting.

Dan Richardson will be able to clean up the sections and make clear what is transitional and what is permanent. The boards will of course have an opportunity to review the charter in its final form before approving it.

Key discussion topics include, but are not limited to, the following:

- November 2020 vote on merger? If not November, when?
- Board make up: 3:3 or 3:3:1, or some other make-up?
- Tax reconciliation plan: 12 years or more?
- Start of the Tax reconciliation plan: FY 2023, 2024, or other? New unified budget likely effective FY23 in the case of a November 2020 vote (state approves charter in January/February 2021 but budgets for FY22 are already produced)
- Proposed taxing districts: sidewalk, capital, economic development?

- Create a Sidewalk District; Village only? Ordinance to allow expansion or changes to a sidewalk district without a charter change? Would a sidewalk district be permanent or end in 12 years? A sidewalk district would include all costs including equipment replacement.
- Capital Plan District: 12years? Taxes for the district declining each year to zero in year 12?
- Voting: establish two districts; Village and Town-outside-Village? With mechanism via ordinance to review and amend in the future?
- Pay of the members: \$500 is the state minimum, and can be increased by budget approval; it would be possible to split the difference between the current Village (\$500) and Town (\$1500) amounts, meaning \$1,000, and perhaps \$1,500 for the chair.
- Water and sewer districts and their rates
- Ordinances: where there is conflict- use the most restrictive until amended?
- Planning and Development: Make-up of planning commission; zoning board of adjustment or development review board; downtown designations for Village Center, and/or other growth areas?
- Brownell sections will need to be worded by Dan Richardson

**Cost**

N/a

**Recommendation**

This memo is for information and discussion.

## Memorandum

**To:** Village Trustees; Selectboard; Evan Teich, Unified Manager  
**From:** Sarah Macy, Finance Director/Assistant Manager  
**Re:** Taxation Plan Update  
**Date:** June 26, 2020

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This memo is to provide a refresher on the current taxation plan and to update figures based on the most recent grand list (not final, still subject to change) and FY21 voter approved budgets.

We have been talking about a 12 year model. For each of the 12 years, 1/12<sup>th</sup> of the Village only tax levy (adjusted for the dollar amounts to be raised by the Village district for debt, capital and sidewalks) is moved into the Town-wide tax levy. The model assumes the Village districts for debt, capital and sidewalks are in place for 12 consecutive years and go away in year 13. This model assumes that in year 13 the amounts raised for the Village capital and sidewalk districts are moved into the Town-wide tax levy.

**IMPORTANT NOTE:** This is JUST an assumption! In year 13 it may very well be that these items could go away if there are other methods of funding these items.

### Additional Assumptions

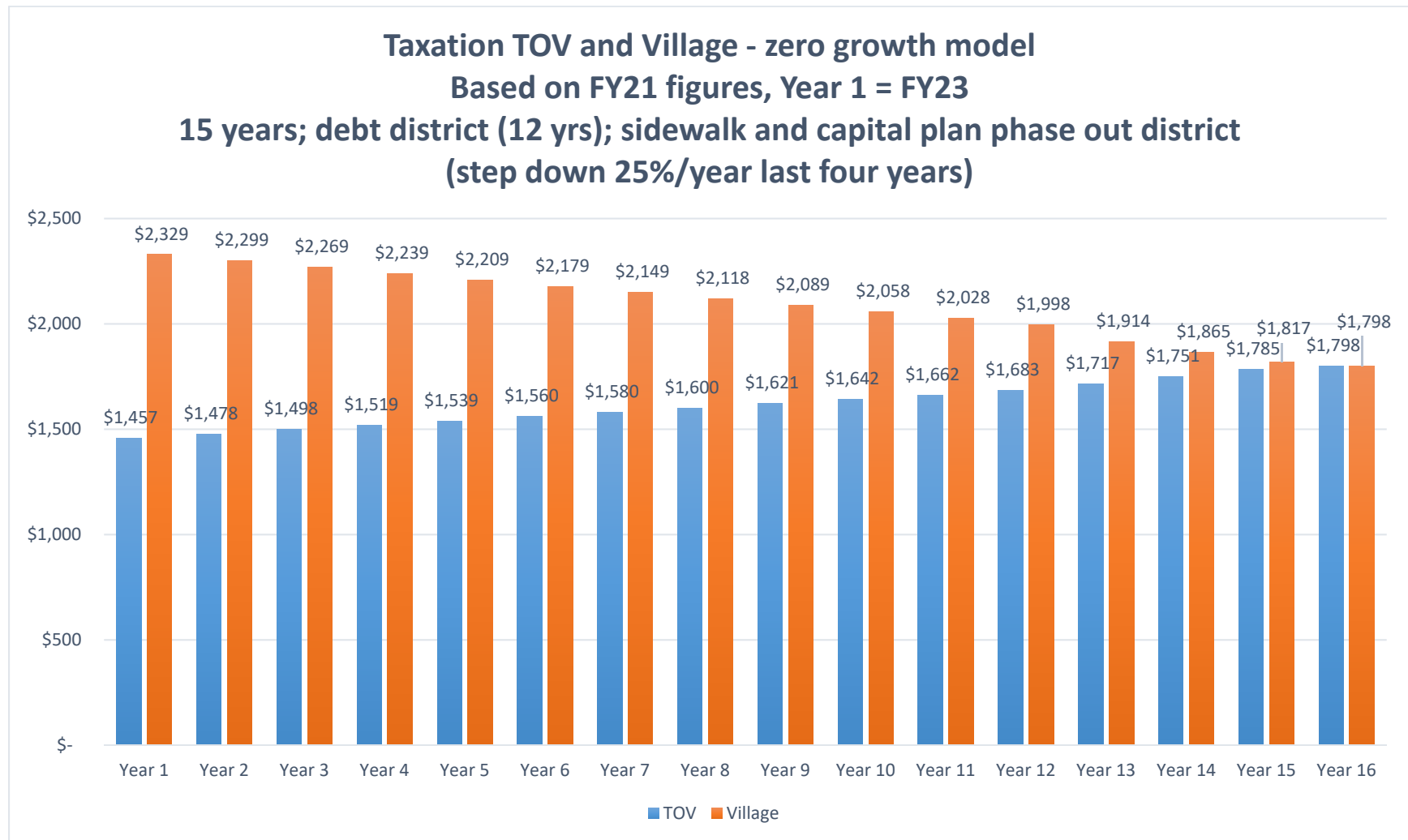
1. Update to reflect FY21 figures – grand list numbers at 6/26 (still subject to change!) and approved FY21 budgets.
2. First year assumed to be FY23
3. TOV Highway tax eliminated in year 1
4. Sidewalk district raises \$120k annually; 12 years (year 13 this get absorbed into the one tax rate)
  - a. Assume 1.0 FTE from General Fund dedicated to sidewalks (2 employees winter months only) \$80,000
  - b. Assume \$10k in additional General Fund costs annually – repair and maintenance
  - c. Assume \$30k/year in Rolling Stock costs (2 sidewalk plows, \$150k each, 10 year cycle)
5. Capital district amount increase to FY21 level and rounded down to \$400,000; flat dollar amount each year. (year 13 this get absorbed into the one tax rate)
6. Village debt district figures are actual, assume FY35 amount paid for with the current Village fund balance.
7. Everything is zero growth model

**Taxation TOV and Village - zero growth model**  
**Based on FY21 figures, Year 1 = FY23**  
**12 years; sidewalk district, debt district, capital plan phase out district (all sunset for year 13)**



| <b>Merger effect isolated; zero growth model</b> |         |         |         |         |         |         |         |
|--|---------|---------|---------|---------|---------|---------|---------|
| Year 1 = FY23                                    | Year 1  | Year 2  | Year 3  | Year 4  | Year 5  | Year 6  | Year 7  |
| TOV annual \$ change                             | \$ 13   | \$ 25   | \$ 26   | \$ 25   | \$ 25   | \$ 26   | \$ 25   |
| Village annual \$ change                         | \$ (20) | \$ (38) | \$ (37) | \$ (37) | \$ (38) | \$ (37) | \$ (38) |
|  | Year 8  | Year 9  | Year 10 | Year 11 | Year 12 | Year 13 | AVERAGE |
| TOV annual \$ change                             | \$ 26   | \$ 25   | \$ 26   | \$ 25   | \$ 25   | \$ 80   | \$ 29   |
| Village annual \$ change                         | \$ (38) | \$ (37) | \$ (38) | \$ (37) | \$ (38) | \$ (87) | \$ (40) |

Evan and I were discussing this update and he asked me to put together some figures assuming we move to a 15 year phase in. Just as a discussion point. So here I've taken the above assumptions, extended them to 15 years and phased the sidewalk and capital districts out over years 13, 14, and 15 with the final quarter moved into the Town-wide tax levy in year 16.



| <b>Merger effect isolated; zero growth model</b> |                |                |                |                |                |                |                |                |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Year 1 = FY23                                    | <b>Year 1</b>  | <b>Year 2</b>  | <b>Year 3</b>  | <b>Year 4</b>  | <b>Year 5</b>  | <b>Year 6</b>  | <b>Year 7</b>  | <b>Year 8</b>  |
| TOV annual \$ change                             | \$ 8           | \$ 21          | \$ 20          | \$ 20          | \$ 20          | \$ 20          | \$ 20          | \$ 20          |
| Village annual \$ change                         | \$ (13)        | \$ (30)        | \$ (30)        | \$ (30)        | \$ (30)        | \$ (30)        | \$ (30)        | \$ (31)        |
|  |                |                |                |                |                |                |                |                |
|  |                |                |                |                |                |                |                |                |
|  | <b>Year 10</b> | <b>Year 11</b> | <b>Year 12</b> | <b>Year 13</b> | <b>Year 14</b> | <b>Year 15</b> | <b>Year 16</b> | <b>AVERAGE</b> |
| TOV annual \$ change                             | \$ 20          | \$ 20          | \$ 20          | \$ 34          | \$ 34          | \$ 34          | \$ 13          | \$ 22          |
| Village annual \$ change                         | \$ (31)        | \$ (30)        | \$ (31)        | \$ (84)        | \$ (48)        | \$ (48)        | \$ (19)        | \$ (34)        |

| TRUSTEE COMMENTS  | SELECTBOARD COMMENTS   | DETERMINATION |
|---|--|---------------|
| <p style="text-align: center;"><b>TOWN OF ESSEX</b></p> <p><b>PREAMBLE</b><br/>                     The inhabitants of the Town of Essex, including the historical, unincorporated Village of Essex Junction, are a corporate and political body under the name of "Town of Essex" As such, inhabitants enjoy all rights, immunities, powers, and privileges and are subject to all the duties and liabilities now appertaining to or incumbent upon them as a municipal corporation.</p> <p><b>Subchapter 1: Transitional Provisions</b></p> <p>§ 101 Adoption of town and village assets and liabilities</p> <p>(a) All assets and obligations formerly owned or held by the Town and Village shall become the assets and obligations of the new Town of Essex upon the effective date of the charter. This shall include all real property, easements, rights and interests in land, buildings and other improvements; vehicles, equipment, and other personal property; assessed but uncollected taxes, rents and charges, together with lien rights and enforcement powers; moneys, rights of action in legal or</p> | <p style="text-align: center;"><b>TOWN OF ESSEX</b></p> <p><b>PREAMBLE</b><br/>                     The inhabitants of the Town of Essex, including the historical, <u>unincorporated</u> Village of Essex Junction, are a corporate and political body under the name of "Town of Essex" As such, inhabitants enjoy all rights, immunities, powers, and privileges and are subject to all the duties and liabilities now appertaining to or incumbent upon them as a municipal corporation.</p> <p><b>Subchapter 1: Transitional Provisions</b></p> <p>§ 101 Adoption of town and village assets and liabilities</p> <p>(a) <u>All assets</u> and obligations formerly owned or held by the Town and Village shall become the assets and obligations of the new Town of Essex upon the effective date of the charter. This shall include, but is not limited to, all real property, easements, rights and interests in land, buildings and other improvements; vehicles, equipment, and other personal property; assessed but uncollected taxes, rents and charges, together with lien rights and enforcement powers;</p> |               |

**Commented [GD42]:** AW: Does 'unincorporated' need to be in charter? Are other unincorporated entities defined or specified in VT statute or other charters?

**Commented [GD43R42]:** DR: recommend removal, not crucial to have

**Commented [GD44]:** EH: Should this paragraph include outstanding penalties and interest as well as uncollected taxes? Should uncollected water bill payments be specified? Should this section specifically exclude the Village infrastructure bond even though it is mentioned in the next section?

**Commented [GD45R44]:** DR: include something unusual, if not like the others. Could add something like "including by not limited to ...". Mention MOUs



| TRUSTEES   | SELECTBOARD   | DETERMINATION |
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| <p>administrative proceedings; insurance policies; documents and records; debts, claims, bonded indebtedness; without any further act, deed, or instrument being necessary.</p> <p>(b) All contracts, agreements, trusts, and other binding written documents affecting the Town or Village shall remain in effect on the effective date of the charter, and the new Town of Essex shall assume all the responsibilities formerly belonging to the Town and Village unless otherwise specified. Pursuant to § 104, the unincorporated Village shall become a debt assessment district until the Village’s residual bond debt is retired.</p> | <p>moneys, rights of action in legal or administrative proceedings; insurance policies; documents and records; debts, claims, bonded indebtedness; without any further act, deed, or instrument being necessary.</p> <p>(b) All contracts, agreements, trusts, and other binding written documents affecting the Town or Village shall remain in effect on the effective date of the charter, and the new Town of Essex shall assume all the responsibilities formerly belonging to the Town and Village unless otherwise specified. Pursuant to § 104, the unincorporated Village shall become a debt assessment district until the Village’s residual bond debt is retired.</p> |               |
| <p>§ 102 Transition Period</p> <p>The transition periods shall begin not later than July 1, following the approval of the charter by the Legislature, and end as specified below for individual transition periods. At the end of the transition period, the charter will become effective and the new Town of Essex shall be fully established and organized. Nothing in this section shall affect or limit other provisions in this subchapter or in other subchapters,</p>  | <p>§ 102 Transition Period</p> <p>The transition period shall begin not later than July 1, following the approval of the charter by the Legislature, and end on June 30, 20___. At the end of the transition period, the charter will become effective and the new Town of Essex shall be fully established and organized. Nothing in this section shall affect or limit other provisions in this subchapter or in other subchapters, which serve a transitional purpose and</p>  |               |

**Commented [GD46]:** EH: able to better define transition period? Is it the period of time between a positive vote and the first merged budget year, or is it the entirety of the period from the approval of the Legislature and the end of the 12-year taxation transition? Shouldn't the new charter become fully effective on that specific July 1, in order to carry out the requirements within it?

**Commented [GD47R46]:** DR: consider shorter transition period, with call-outs for specific longer transition periods. Eg, transition period for moving to new governing body, charter; others for taxation, etc.

**Commented [GD1]:** DR: charter becomes effective upon passage

| TRUSTEES   | SELECTBOARD  | DETERMINATION |
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| <p>which serve a transitional purpose and which by their own provisions continue beyond the transitional period. In such cases, transitional provisions intended to extend beyond the transitional period shall be governed by specific sunset terms.</p>  | <p>which by their own provisions continue beyond the transitional period. In such cases, transitional provisions intended to extend beyond the transitional period shall be governed by specific sunset terms.</p>   |               |
| <p>§ 103 Organizational Municipal Meeting</p>  | <p>§ 103 Organizational Municipal Meeting</p>  |               |
| <p>The first annual Town meeting shall occur on the same date as the Essex Westford School District preceding the July 1 effective date of the charter. This shall be a unified meeting of the new municipality and shall be noticed and warned to all residents of the Town of Essex and unincorporated Village of Essex Junction. This meeting shall be for the purpose of presenting and discussing the budget only. Other (new Town) business may also be presented and discussed but not voted on. After presentation and discussion of the budget and any other business the meeting shall adjourn. Voting on the budget shall be by Australian ballot and shall occur on the same day as the budget vote for the Essex-Westford School District. Voting for new Essex Town elected officers shall also occur at this time. Time and holding of the meeting shall be pursuant to Subchapter 5 of the Town charter. The first annual Town meeting shall be jointly warned</p> | <p>The first annual Town meeting shall occur on the same date as the Essex Westford School District preceding the July 1 effective date of the charter. This shall be a unified meeting of the new municipality and shall be noticed and warned to all residents of the Town of Essex and unincorporated Village of Essex Junction. This meeting shall be for the purpose of presenting and discussing the budget only. Other (new Town) business may also be presented and discussed but not voted on. After presentation and discussion of the budget and any other business the meeting shall adjourn. Voting on the budget shall be by Australian ballot and shall occur on the same day as the budget vote for the Essex-Westford School District. Voting for new Essex Town elected officers shall also occur at this time. Time and holding of the meeting shall be pursuant to Subchapter 5 of the Town charter. The first annual Town meeting shall be jointly warned</p> |               |

- Commented [GD2]:** DR: organizational meeting needs to happen when new town forms. If old boards become new board, need to start acting as new board as soon as possible  
\*\* DR to draft language
- Commented [GD3]:** DR: consider timing of Legislature approval. Consider trigger of when charter becomes effective
- Commented [GD48]:** PM/AW/EH: prefer a specific date/day, not tied to EWSD.  
AW: prefer earlier date  
SB: prefer Town Meeting Day  
EH: would be nice to get same-day voting with EWSD, even if not specified in charter

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>by the Village Trustees and Town Selectboard. The election of a moderator shall be the first order of business.</p>  | <p>by the Village Trustees and Town Selectboard. The election of a moderator shall be the first order of business.</p>  |               |
| <p>§ 104 Transitional Districts</p>   | <p>§ 104 Transitional Districts</p>   |               |
| <p>Transitional district rates shall be set by the new Town Selectboard.</p>  | <p>Transitional district rates shall be set by the new Town Selectboard.</p>  |               |
| <p>(a) For a transitional period commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Debt Assessment District for the purpose of retiring the Village’s residual bonded debt in existence before the transitional period. This residual debt is scheduled to retire in FY 2035.</p> | <p>(a) For a transitional period commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Debt Assessment District for the purpose of retiring the Village’s residual bonded debt in existence before the transitional period. This residual debt is scheduled to retire in FY 2035.</p> |               |
| <p>(b) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Tax Reconciliation District for the purpose of transferring the cost of the Village’s municipal operations into the Town’s operational budget.</p>                                 | <p>(b) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Tax Reconciliation District for the purpose of transferring the cost of the Village’s municipal operations into the Town’s operational budget.</p>                                 |               |

- Commented [GD4]:** DR: make sure there are clear dates for each district to sunset
- Commented [GD49]:** EH: able to set taxation transition start date at a time in the future? E.g., 3 years after legislature approves charter; do other consolidations in that interim period?
- Commented [GD50R49]:** DR: need good reason for delay in beginning. Recommend keeping it simple. Hard-pressed to not do after first Town Meeting. Legislature would need good, solid reason to allow delay. Could take effect “July 1 after Legislature approves charter”, or something similar. Likely July 1, 2022 based on timelines. Otherwise need really good reason, or state may not approve charter
- Commented [GD5]:** Trustees: would like dialogue on tax rates for certain areas and/or reasons within the community

| TRUSTEES   | SELECTBOARD  | DETERMINATION |
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| <p>(c) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Sidewalk District for the purpose of levying a special tax on properties within the Village for the purpose of maintaining the Village’s sidewalks, including snow removal and routine maintenance, but not capital repairs, in accordance with its previous sidewalk maintenance procedures prior to the merger.</p> <p>(d) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Capital Improvement District for the purpose of levying a special tax on properties within the Village for the purpose of paying for Village capital infrastructure projects on the Village’s Capital Reserve Plan prior to the merger. The Capital Improvement District is not required to complete all projects in the plan prior to the end of the transitional period and the (new</p> | <p>(c) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Sidewalk District for the purpose of levying a special tax on properties within the Village for the purpose of maintaining the Village’s sidewalks, including snow removal and routine maintenance, but not capital repairs, in accordance with its previous sidewalk maintenance procedures prior to the merger.</p> <p>(d) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Capital Improvement District for the purpose of levying a special tax on properties within the Village for the purpose of paying for Village capital infrastructure projects on the Village’s Capital Reserve Plan prior to the merger. The Capital Improvement District is not required to complete all projects in the plan prior to the end of the transitional period and the (new</p> |               |

**Commented [GD6]:** DR: need language that allows board to change boundaries of sidewalk district; otherwise requires a charter change

**Commented [GD7]:** Trustees: consider rewording to allow potential to expand sidewalk district; Village needs to ensure sidewalk maintenance for safety

**Commented [GD51]:** AW: could the district be modified within the 12 years if the community wants it?

**Commented [GD52R51]:** DR: if want permanent sidewalk district, take out of transition provisions and create separate charter provision (“minus 12-year transition period”). “Town may designate sidewalk district within Town boundaries for purpose of levying special tax ...”

DR can finalize language based on Board desire.

**Commented [GD53]:** AW: better to do 5 years for capital budget and planning?

**Commented [GD54R53]:** DR: legislature good either way, as long as well-defined. Could be reasonable argument for either time period. Reasonable being tied to Town needs, not something like unemployment

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>governing board) shall designate in their proposed budgets which projects are to be completed in each new fiscal year of the transitional period.</p> <p>(e) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the Village Center Zone, as designated in the Essex Junction zoning plan, shall be designated as a Downtown Improvement District for the purpose of continuing the Village’s downtown revitalization efforts as outlined in the Village’s municipal plan. The new Town of Essex shall levy a special tax on commercial properties within the District at a rate up to but not to exceed an additional \$0.01 on the community-wide tax rate in each fiscal year to pay for infrastructure improvements, landscaping improvements and maintenance, and real estate purchases within the District in accordance with the revitalization objectives in the municipal plan.</p> <p>§ 105 Interim Governing Body</p> | <p>governing board) shall designate in their proposed budgets which projects are to be completed in each new fiscal year of the transitional period.</p> <p>(e) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the Village Center Zone, as designated in the Essex Junction zoning plan, shall be designated as a Downtown Improvement District for the purpose of continuing the Village’s downtown revitalization efforts as outlined in the Village’s municipal plan. The new Town of Essex shall levy a special tax on commercial properties within the District at a rate up to but not to exceed an additional \$0.01 on the community-wide tax rate in each fiscal year to pay for infrastructure improvements, landscaping improvements and maintenance, and real estate purchases within the District in accordance with the revitalization objectives in the municipal plan.</p> <p>§ 105 Interim Governing Body</p> |               |
| <p>(a) For the transition period described in paragraph § 102 following the approval of the charter by the Legislature, all members of the</p>  | <p>(a) For the transition period described in paragraph § 102 following the approval of the charter by the Legislature, all members of the</p>  |               |

**Commented [GD55]:** EH: want to better understand the reasoning to shrink the district to a smaller area, and ability to raise money within that district

**Commented [GD56R55]:** DR: recommend talking to State about Village Center designation transferring; other state designations. Consider options if want to expand or change over time.

**Commented [GD57]:** AW/PM: prefer “may” so new entity not locked into charging levy

**Commented [GD8]:** Trustees: Need Dan Richardson to weigh in on how duly elected officials retain (or do not retain) their seats until new board takes effect

DR: interim board will govern until time of new election. July 1 (or start date of new community) until next election. Charter authorizing old seat is gone, ends when new charter takes effect.  
Recommend not using districts for interim governing body. Have clean slate elections for new board in July or August, or appropriate time (summer election may see low turnout)

| TRUSTEES   | SELECTBOARD  | DETERMINATION |
|--|--|---------------|
| <p>former Town Selectboard and Village Trustees shall comprise an Interim Governing Body. In no event shall the Interim Governing Body consist of less than three trustees and three selectpersons. <del>If one or two member(s) of one board resign(s) during the transition period, an equal number of members shall resign from the other board.</del> <i>In the event of a resignation, the remaining members of the board on which the resignation occurred shall appoint a replacement chosen from the registered voters in the communities over which they have jurisdiction.</i> <del>Each board shall designate its own process for determining such resignations with a preference for retaining selectpersons who reside outside the Village.</del> The Interim Governing Body shall, schedule, warn, and hold meetings as appropriate. The <i>(former?)</i> selectpersons shall address details and issues relating to expenditures in the Essex Town budget approved by voters for the fiscal year of the transitional period. The <i>(former?)</i> trustees shall address details and issues relating to expenditures in the Essex Junction budget approved by voters for the fiscal year of the transitional period. The selectpersons and trustees shall</p> | <p>former Town Selectboard and Village Trustees shall comprise an Interim Governing Body. In no event shall the Interim Governing Body consist of less than three trustees and three selectpersons. If one or two member(s) of one board resign(s) during the transition period, an equal number of members shall resign from the other board. Each board shall designate its own process for determining such resignations with a preference for retaining selectpersons who reside outside the Village. The Interim Governing Body shall, schedule, warn, and hold meetings as appropriate. The selectpersons shall address details and issues relating to expenditures in the Essex Town budget approved by voters for the fiscal year of the transitional period. The trustees shall address details and issues relating to expenditures in the Essex Junction budget approved by voters for the fiscal year of the transitional period. The selectpersons and trustees shall address all details and issues relating to the transition from a town and village to the new Town of Essex jointly. The Interim Governing Body with the assistance of the Unified Manager shall develop recommendations for whatever</p> |               |
|  |  |               |

**Commented [GD58]:** EH: want to better define transition periods; rewrite sixth line or add another sentence

**Commented [gt9]:** This must come out. Elected board members cannot be summarily removed like this.

**Commented [gt10]:** This needs to come out. If any Essex citizen can serve on the selectboard now, what would be the legal argument for discriminating against village residents during the transition period?

| TRUSTEES  | SELECTBOARD  | DETERMINATION |
|---|--|---------------|
| <p>address all details and issues relating to the transition from a town and village to the new Town of Essex jointly. The Interim Governing Body with the assistance of the Unified Manager shall develop recommendations for whatever proposals or policies are needed to ensure a smooth transition. The new Town of Essex Selectboard may implement such proposals once the charter becomes effective.</p>  | <p>proposals or policies are needed to ensure a smooth transition. The new Town of Essex Selectboard may implement such proposals once the charter becomes effective.</p>  |               |
| <p>(b) <u>???????In the event of a vacancy that results in less than three members of the former Town Selectboard or less than three members of the former Village Trustees, all remaining members shall vote to appoint a member from the district with a vacancy in a manner pursuant to § 304.?????</u></p> <p>(c) The Interim Governing Body will also, with the assistance of the Unified Manager and staff, propose and warn in the manner pursuant to this charter, the first annual budget of the new Town of Essex for consideration by the voters at the first annual meeting held pursuant to § 103. This meeting shall be informational only. Voting for the budget shall occur on the same day</p> | <p>(b) In the event of a vacancy that results in less than three members of the former Town Selectboard or less than three members of the former Village Trustees, all remaining members shall vote to appoint a member from the district with a vacancy in a manner pursuant to § 304.</p> <p>(c) The Interim Governing Body will also, with the assistance of the Unified Manager and staff, propose and warn in the manner pursuant to this charter, the first annual budget of the new Town of Essex for consideration by the voters at the first annual meeting held pursuant to § 103. This meeting shall be informational only. Voting for the budget shall occur on the same day</p> |               |

**Commented [gt11]:** This is similar to the italicized recommended sentence above. Only need to keep in one. For me the question is the legality of all board members choosing a replacement vs board members on the board on which the resignation occurred.

| TRUSTEES   | SELECTBOARD   | DETERMINATION |
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| <p>as voting for the Essex-Westford School District budget pursuant to § 103.</p> <p>(d) The Interim Governing Body shall become the new Town Selectboard, pursuant to § 106, upon passage of first annual budget. All members of the new Town Selectboard shall serve for the duration of the terms for which they were originally elected as village trustees or town selectmen. For the next two election cycles the new Town Selectboard, with the assistance of the manager, shall propose and warn annual elections as necessary to achieve the new Town Selectboard structure and ward delineations pursuant to § 106. This could include elections exclusively for eligible residents in Ward 2, pursuant to § 106 (b), in the event that two or more members of the newly formed new Town Selectboard reside within Ward 1.</p> | <p>as voting for the Essex-Westford School District budget pursuant to § 103.</p> |               |
| <p>§ 106 Town Selectboard</p>  | <p>§ 106 Town Selectboard</p>   |               |
| <p>(a) <del>There shall be a Town Selectboard consisting of six members. There shall be a Town Selectboard consisting of seven members.</del></p>  | <p>(a) There shall be a Town Selectboard consisting of six members.</p>           |               |
| <p>(b) Three members shall reside within the boundaries of the former</p>  | <p>(b) Three members shall reside within the boundaries of the former</p>         |               |

- Commented [GD12]:** See comments from DR: members will only serve until first election of new town; old charter governing the previous elections will no longer be in effect
- Commented [gt13]:** One possible option, in the event of a 2 or greater majority of village residents is to hold special elections for TOV residents to achieve a better balance of ward 1 and ward 2 representatives.
- Commented [GD59]:** SB: discuss details with Trustees
- Commented [GD14]:** DR: need odd number to break tie. See letter from Gov Ops
- Commented [gt15]:** Not unless we want the Gov Ops committee to either amend to a 7-member board or send the whole thing back to us.
- Commented [GD60]:** EH: add seventh member; honor 3-3 vote, and recognize concerns from Gov Ops; potential majority limited to 1 person instead of 2-2-3 proposal.
- Commented [GD61R60]:** VF: weak mayor, or simply an at-large member?
- Commented [GD62R60]:** EH: residents didn't have desire for mayor; specific role of at-large member would be TBD
- Commented [GD63R60]:** AW: can chair vote only in instance of tie? Would that be part of charter, or Rules of Business?
- Commented [GD16]:** Trustees/Evan: get opinion from Dan Richardson on whether to put forth 6-member Selectboard and, if so, need tie breaker option. Trustees want merger to pass, but prefer odd number of members.
- Commented [GD64]:** AW: does this section need to be part of final charter, not just transitional  
\*\* need to clarify all items that are transitional and which are permanent \*\*



| TRUSTEES   | SELECTBOARD  | DETERMINATION |
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| <p>incorporated Village of Essex Junction to be elected by the qualified voters within the boundaries of the former incorporated Village of Essex Junction. This area will become known as Ward 1. Boundary adjustments will be made over time as necessary pursuant to § 301. Three members shall reside within the boundaries of the Town of Essex exclusive of the former Village of Essex Junction to be elected by the qualified voters of the Town of Essex exclusive of the former Village of Essex Junction. This area will become known as Ward 2. Boundary adjustments will be made over time as necessary pursuant to § 301. One member shall reside in either Ward 1 or Ward 2 to be elected by the combined votes of the qualified voters in Ward 1 and Ward 2.</p> <p>(c) The term of office of a Town Selectperson shall be three years and terms shall be staggered. <del>For the first election cycle six people will be elected. One seat for each ward will be for three years; one seat for each ward will be for two years; one seat for each ward will be for one year. After that, every seat shall be a three year term.</del></p> | <p>incorporated Village of Essex Junction to be elected by the qualified voters within the boundaries of the former incorporated Village of Essex Junction. This area will become known as Ward 1. Boundary adjustments will be made over time as necessary pursuant to § 301. Three members shall reside within the boundaries of the Town of Essex exclusive of the former Village of Essex Junction to be elected by the qualified voters of the Town of Essex exclusive of the former Village of Essex Junction. This area will become known as Ward 2. Boundary adjustments will be made over time as necessary pursuant to § 301.</p> <p>(c) The term of office of a Town Selectperson shall be three years and terms shall be staggered. For the first election cycle six people will be elected. One seat for each ward will be for three years; one seat for each ward will be for two years; one seat for each ward will be for one year. After that, every seat shall be a three-year term.</p> |               |

**Commented [gt17]:** This all needs to come out. It's my understanding that all trustees and selectmen with more than one year left in office at the time of the passage of the merger must be allowed to serve out their terms on the new selectboard. If true, then the new selectboard could have 8 members and five or more could be from the village. Therefore it could take 2 election cycles to achieve the 3-3-1 structure.

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>(d) Within three years after the first election of the six-member Selectboard, the Selectboard shall appoint a special commission to study the composition of voting wards within the Town of Essex, including the former incorporated Village of Essex Junction, and, having regard to an equal division of population and other considerations deemed proper, recommend changes to the boundaries by which members of the Selectboard are elected.</p> | <p>(d) Within three years after the first election of the six-member Selectboard, the Selectboard shall appoint a special commission to study the composition of voting wards within the Town of Essex, including the former incorporated Village of Essex Junction, and, having regard to an equal division of population and other considerations deemed proper, recommend changes to the boundaries by which members of the Selectboard are elected.</p> |               |
| <p>§ 107 Budget and Municipality Administration</p>   | <p>§ 107 Budget and Municipality Administration</p>   |               |
| <p>Following the approval of the charter by the Legislature pursuant to § 103 and § 105, the Manager will propose a unified budget for the community for the next fiscal year that addresses proper service levels, contractual obligations, capital projects, debt, and that reflects any changes related to the merger.</p>   | <p>Following the approval of the charter by the Legislature pursuant to § 103 and § 105, the Manager will propose a unified budget for the community for the next fiscal year that addresses proper service levels, contractual obligations, capital projects, debt, and that reflects any changes related to the merger.</p>   |               |
| <p>§ 108 Village and Town Department Transitional Provisions</p>  | <p>§ 108 Village and Town Department Transitional Provisions</p>  |               |
| <p>(a) For a transitional period of 5 years commencing from the July 1 effective date of the charter, the manager, with the advice and</p>  | <p>(a) For a transitional period of 5 years commencing from the July 1 effective date of the charter, the manager, with the advice and consent</p>  |               |

**Commented [GD65]:** SB: look at other parts of charter that specify '2 districts,'; make sure 2 districts isn't the only option

**Commented [GD66R65]:** DR: good point

**Commented [GD18]:** AB: is this comment necessary?  
DR: fine to keep

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>consent of the new Town of Essex selectboard shall integrate the fire departments, community development and planning offices, parks and recreation offices, and any other town and village municipal services and operations, with special provisions and considerations outlined below.</p> <p>(b) The Town of Essex shall continue to operate the former Essex Junction Fire Department and Essex Town Fire Department, and each department shall have a chief appointed by the manager. At the manager’s discretion, one person may be appointed chief for both departments. During the transitional period, pursuant to § 105, the Interim Governing Body may review options for integrating the operations of the two departments for the purpose of improving efficiency and service levels and with a preference for retaining the historic identities of the two departments and for the predominant level of service remain “paid on call.”</p> <p>(c) During the five-year transitional period the manager shall integrate and reorganize the town and village recreation and parks departments</p> | <p>of the new Town of Essex selectboard shall integrate the fire departments, community development and planning offices, parks and recreation offices, and any other town and village municipal services and operations, with special provisions and considerations outlined below.</p> <p>(b) The Town of Essex shall continue to operate the former Essex Junction Fire Department and Essex Town Fire Department, and each department shall have a chief appointed by the manager. At the manager’s discretion, one person may be appointed chief for both departments. During the transitional period, pursuant to § 105, the Interim Governing Body may review options for integrating the operations of the two departments for the purpose of improving efficiency and service levels and with a preference for retaining the historic identities of the two departments and for the predominant level of service remain “paid on call.”</p> <p>(c) During the five-year transitional period the manager shall integrate and reorganize the town and village recreation and parks departments</p> |               |

**Commented [GD67]:** Clarify wording; TOE not currently operating EJFD

| TRUSTEES   | SELECTBOARD   | DETERMINATION |
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| <p>and the manager shall appoint a department head.</p> <p>(d) During the five-year transitional period the manager shall integrate and reorganize the town and village community development and planning departments, and the manager shall appoint a department head.</p> <p>§ 109 <del>Planning and Zoning</del> <b>Development</b></p>  | <p>and the manager shall appoint a department head.</p> <p>(d) During the five-year transitional period the manager shall integrate and reorganize the town and village community development and planning departments, and the manager shall appoint a department head.</p> <p>§ 109 <del>Planning and Zoning</del></p>  |               |
| <p>(a) On the effective date of this charter, the former Town plan and Village plan, and the former Town zoning bylaws and subdivision regulations, and the <b>Village’s zoning bylaws and Land Development Code</b> <del>(land development code)</del> <b>shall remain in effect in their respective former geographic areas until amended or revised by the new Town Selectboard upon recommendation by the merged Planning Commission and in conjunction with the Chittenden County Regional Planning Commission and pursuant to 24 VSA 4350(a).</b></p> <p>(b) Prior to the effective date of the charter, the Town Selectboard shall appoint three members of</p> | <p>(a) On the effective date of this charter, the former Town plan and Village plan, and the former Town <del>zoning bylaws</del> and subdivision regulations (land development code) shall remain in effect in their respective former geographic areas until amended or a comprehensive re-write is presented by the merged Planning Commission and adopted by the new Town Selectboard.</p> <p>(b) Prior to the effective date of the charter, the Town Selectboard shall appoint three members of</p> |               |

- Commented [GD19]:** AT: keep option open for volunteers to serve on one committee or the other; b
- Commented [GD20]:** DR: Village has designated downtown; helps with incentives for development
- Commented [GD68]:** SB: determine DRB or ZBA
- Commented [GD69]:** And Village Land Development Code
- Commented [GD70R69]:** DR: will ask colleague about ideas for protecting downtown Village

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>the then current town planning commission and the Village Trustees shall appoint three members of the then current village planning commission to serve on the new Town planning commission. <del>Each shall appoint one member for a one-year term, one member for a two-year term and one member for a three-year term. The duration of the first terms shall be staggered so as to establish ongoing, staggered three-year appointment schedules.</del> The new Town Selectboard shall choose a seventh member for a four-year term, once it has organized.</p> | <p>the then current town planning commission and the Village Trustees shall appoint three members of the then current village planning commission to serve on the new Town planning commission. Each shall appoint one member for a one-year term, one member for a two-year term and one member for a three-year term. The new Town Selectboard shall choose a seventh member for a four-year term, once it has organized.</p> |               |
| <p>(c) <del>Prior to the effective date of the charter, the Town Selectboard shall appoint two members of the then current town zoning board of adjustment and the Village Trustees shall appoint two members of the then current village zoning board of adjustment to serve on the Development Review Board. Each shall appoint one member for a one-year term and one member for a two-year term. The new Town Selectboard</del></p>   | <p>(c) Prior to the effective date of the charter, the Town Selectboard shall appoint two members of the then current town zoning board of adjustment and the Village Trustees shall appoint two members of the then current village zoning board of adjustment to serve on the Development Review Board. Each shall appoint one member for a one-year term and one member for a two-year term. The new Town Selectboard</p>    |               |

**Commented [GD21]:** (a) Use language from section (c) re: Prior to the effective date of the charter, the Town Selectboard shall appoint three members and the Village Trustees shall appoint three members to serve on the Development Review Board. The duration of the first terms shall be staggered so as to establish ongoing, staggered three-year appointment schedules. The new Town Selectboard shall choose a fifth member for a three-year term, once it has organized.  
To create flexibility of appointment

**Commented [GD71]:** ET: consider assigning PC seats by ward (beyond just initial appointment period)

**Commented [GD72]:** AW: section 803 of charter says 3-year terms; need to make sure charter is consistent. Current PC in town is 4 years

**Commented [GD73]:** GD: consider whether this should be PC and/or ZBA, since PC in current form handles some responsibilities of a DRB

**Commented [GD74]:** EH/GD: if can't define in charter, create an accompanying document to explain details of charter in layman terms

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p><del>shall choose a fifth member for a three-year term, once it has organized.</del> <b>Prior to the effective date of the charter, the Town Selectboard shall appoint three members and the Village Trustees shall appoint three members to serve on the Development Review Board.</b> The duration of the first terms shall be staggered so as to establish ongoing, staggered three-year appointment schedules. The new Town Selectboard shall choose a fifth member for a three-year term, once it has organized.</p> <p>§ 110 Unification and Adoption of Ordinances, bylaws, and rules</p> <p>On the effective date of this charter, all ordinances, and bylaws of the Town of Essex and the Village of Essex Junction shall become ordinances and bylaws of the new Town of Essex. The new Town of Essex Selectboard shall be fully authorized to amend or repeal any ordinance according to the provisions of subchapter 6 of the charter. Whenever a power is granted by any such ordinance, or bylaw to an officer or officers of the Town of Essex or the Village of Essex Junction, such power is conferred upon the appropriate</p> | <p>shall choose a fifth member for a three-year term, once it has organized.</p> <p>§ 110 Unification and Adoption of Ordinances, bylaws, and rules</p> <p>On the effective date of this charter, all ordinances, and bylaws of the Town of Essex and the Village of Essex Junction shall become ordinances and bylaws of the new Town of Essex. The new Town of Essex Selectboard shall be fully authorized to amend or repeal any ordinance according to the provisions of subchapter 6 of the charter. Whenever a power is granted by any such ordinance, or bylaw to an officer or officers of the Town of Essex or the Village of Essex Junction, such power is conferred upon the appropriate</p> |               |

**Commented [GD22]:** DR: legislature seems to prefer DRB over ZBA.

**Commented [GD75]:** EH/PM: does charter need to determine what to do with conflicting ordinances in the Town and Village?

**Commented [GD76R75]:** DR: can specify more or less restrictive ordinance will apply, and raise any conflicting ordinances to SB for resolution

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>officer or officers of the new Town of Essex.</p> <p>§ 111 Personnel</p> <p>(a) Pursuant to § 105, the Interim Governing Body established in § 105 shall develop a pay and classification plan and make recommendations to meet the Town's needs. The new-Town of Essex selectboard may implement such proposals once the charter becomes effective.</p> <p>(b) The Town of Essex personnel regulations in effect as of 6/30/___ shall carry over and control as of July 1, 20__ until amended by the new Town of Essex selectboard.</p> <p>(c) Employees of the Town of Essex and the Village of Essex Junction shall become employees of the new Town of Essex. The dates of hire with the Town of Essex and the Village of Essex Junction will be used as the dates of hire for purposes related to benefits with the new Town of Essex and all accrued benefits shall carry over.</p> <p>(d) Upon the effective date of the charter, employees of the Village as of June 30, 20__ shall have the</p> | <p>officer or officers of the new Town of Essex.</p> <p>§ 111 Personnel</p> <p>(a) Pursuant to § 105, the Interim Governing Body established in § 105 shall develop a pay and classification plan and make recommendations to meet the Town's needs. The new-Town of Essex selectboard may implement such proposals once the charter becomes effective.</p> <p>(b) The Town of Essex personnel regulations in effect as of 6/30/___ shall carry over and control as of July 1, 20__ until amended by the new Town of Essex selectboard.</p> <p>(c) Employees of the Town of Essex and the Village of Essex Junction shall become employees of the new Town of Essex. The dates of hire with the Town of Essex and the Village of Essex Junction will be used as the dates of hire for purposes related to benefits with the new Town of Essex and all accrued benefits shall carry over.</p> <p>(d) Upon the effective date of the charter, employees of the Village as of June 30, 20__ shall have the</p> |               |

**Commented [GD77]:** EH: how does this work with Village employees and Essex Jet Employee Association?

**Commented [GD78R77]:** ET: assumption is that all employees would become employees of new entity with same pay, etc; unions would eventually need to decide what to do, because can't have two associations for same employees  
Goal is that no one loses job because of merger

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| <p>option to remain in the retirement program they are enrolled in as of June 30, 20__ or to join the Vermont Municipal Employees Retirement System.</p> <p>(e) All new employees hired after the effective date of the charter will be considered Town of Essex Employees and are subject to the Town Employee Manual and/or their respective labor agreement.</p> <p>§ 112 Water and Sewer Districts</p> <p>Upon the effective date of the charter, there shall be a transitional phase to incorporate the municipal water system(s) and municipal sewer system(s) into one service area district. The one district shall be made up of multiple systems which follow the boundaries of the legacy systems including those operated separately by the Village of Essex Junction and the Town of Essex. Each system will have its own user base consistent with the legacy systems. Costs specific to each system will be charged solely to the user base within the boundaries of that system including capital and debt service costs. Any new costs incurred after the effective date of the charter of the merged municipality attributable to the entire district will be borne by all</p> | <p>option to remain in the retirement program they are enrolled in as of June 30, 20__ or to join the Vermont Municipal Employees Retirement System.</p> <p>(e) All new employees hired after the effective date of the charter will be considered Town of Essex Employees and are subject to the Town Employee Manual and/or their respective labor agreement.</p> <p>§ 112 Water and Sewer Districts</p> <p>Upon the effective date of the charter, there shall be a transitional phase to incorporate the municipal water system(s) and municipal sewer system(s) into one service area district. The one district shall be made up of multiple systems which follow the boundaries of the legacy systems including those operated separately by the Village of Essex Junction and the Town of Essex. Each system will have its own user base consistent with the legacy systems. Costs specific to each system will be charged solely to the user base within the boundaries of that system including capital and debt service costs. Any new costs incurred after the effective date of the charter of the merged municipality attributable to the entire district will be borne by all</p> |               |

**Commented [GD79]:** DR: this section can probably come out and be dealt with by a Personnel Policy

**Commented [GD80]:** DR: ditto

**Commented [GD81]:** AW: specifying different costs for different systems may limit flexibility in future; want to be able to consider single cost structure in entire Town in future

**Commented [GD82R81]:** ET: discuss with Trustees; get clarification from Dan Richardson



| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>users. Costs attributable to specific users through a special assessment, surcharge or other contractual arrangement shall continue to be assessed to the specific users until they are paid in full.</p> <p>§ 113 Finances</p> <p>(a) The existing real property tax system of the town shall become the system of the new Town of Essex. Upon the effective date of the charter, all grand lists will remain in effect and any remaining taxes due to the Village and Town will be payable to the new Town of Essex keeping all existing due dates. The new Town of Essex will manage the existing budget of the Village and Town with oversight by the Interim Governing Body.</p> <p>(b) All Tax and indebtedness incurred by the Village tax payers at the time of merger are to remain with these properties until final payment of said obligations are made in full.</p> <p>(c) All existing legal obligations, including but not limited to tax stabilization agreements and any agreements to purchase real property, are to be considered</p> | <p>users. Costs attributable to specific users through a special assessment, surcharge or other contractual arrangement shall continue to be assessed to the specific users until they are paid in full.</p> <p>§ 113 Finances</p> <p>(a) The existing real property tax system of the town shall become the system of the new Town of Essex. Upon the effective date of the charter, all grand lists will remain in effect and any remaining taxes due to the Village and Town will be payable to the new Town of Essex keeping all existing due dates. The new Town of Essex will manage the existing budget of the Village and Town with oversight by the Interim Governing Body.</p> <p>(b) All Tax and indebtedness incurred by the Village tax payers at the time of merger are to remain with these properties until final payment of said obligations are made in full.</p> <p>(c) All existing legal obligations, including but not limited to tax stabilization agreements and any agreements to purchase real property, are to be considered</p> |               |

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>obligations of the new governmental entity.</p> <p>§ 114 Terms Extended</p> <p>The Selectboard and Trustee terms set to expire in 20__ shall be extended without further action necessary, until June 30, 20__. All other elected officials holding office at the time of Legislative approval of the charter shall remain in their seats until new elections occur or until they step down from office.</p> | <p>obligations of the new governmental entity.</p> <p>§ 114 Terms Extended</p> <p>The Selectboard and Trustee terms set to expire in 20__ shall be extended without further action necessary, until June 30, 20__. All other elected officials holding office at the time of Legislative approval of the charter shall remain in their seats until new elections occur or until they step down from office.</p> |               |
| <p>§ 115 Transitional Tax Districts and Transitional Tax Provisions.</p>  | <p>§ 115 Transitional Tax Districts and Transitional Tax Provisions.</p>  |               |
| <p>Transitional tax districts shall be established pursuant to § 104.</p>   | <p>Transitional tax districts shall be established pursuant to § 104.</p>   |               |
| <p>§ 115 Repeals</p>  | <p>§ 115 Repeals</p>  |               |
| <p>(a) 24 App. V.S.A. chapters 117 (Town of Essex Charter) and 221 (Village of Essex Junction Charter) are repealed.</p>  | <p>(a) 24 App. V.S.A. chapters 117 (Town of Essex Charter) and 221 (Village of Essex Junction Charter) are repealed.</p>  |               |
| <p><b>Subchapter 2: Incorporation and Powers of The Town</b></p>  | <p><b>Subchapter 2: Incorporation and Powers of The Town</b></p>  |               |
| <p>§ 201 Corporate Existence</p> <p>The inhabitants of the Town of Essex, within the corporate limits as now established, shall be a municipal</p>  | <p>§ 201 Corporate Existence</p> <p>The inhabitants of the Town of Essex, within the corporate limits as now established, shall be a municipal</p>  |               |

**Commented [GD23]:** Trustees: Is this necessary, since referenced above?

**Commented [GD24]:** Trustees: Is this necessary, since referenced above?

| TRUSTEES  | SELECTBOARD  | DETERMINATION |
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| <p>corporation by the name of the Town of Essex. This municipal corporation is a merger of and a successor to the Town of Essex (24 App. V.S.A. chapter 117 repealed) and the Village of Essex Junction (24 App. V.S.A. chapters 221 repealed).</p> <p>§202 General powers, law</p> <p>Except as modified by the provisions of this charter, or by any lawful regulation or ordinance of the Town of Essex, all provisions of the statutes of this state applicable to municipal corporations shall apply to the Town of Essex.</p> <p>§ 203 Specific Powers</p> <p>(a) The Town of Essex shall have all the powers granted to towns and municipal corporations by the Constitution and laws of this State together with all the implied powers necessary to carry into execution all the powers granted; and it may enact ordinances not inconsistent with the Constitution and laws of the State of Vermont or with this charter.</p> <p>(b) The Town of Essex may acquire real and personal property within or without its corporate limits for any municipal purpose, including storm</p> | <p>corporation by the name of the Town of Essex. This municipal corporation is a merger of and a successor to the Town of Essex (24 App. V.S.A. chapter 117 repealed) and the Village of Essex Junction (24 App. V.S.A. chapters 221 repealed).</p> <p>§202 General powers, law</p> <p>Except as modified by the provisions of this charter, or by any lawful regulation or ordinance of the Town of Essex, all provisions of the statutes of this state applicable to municipal corporations shall apply to the Town of Essex.</p> <p>§ 203 Specific Powers</p> <p>(a) The Town of Essex shall have all the powers granted to towns and municipal corporations by the Constitution and laws of this State together with all the implied powers necessary to carry into execution all the powers granted; and it may enact ordinances not inconsistent with the Constitution and laws of the State of Vermont or with this charter.</p> <p>(b) The <b>Town of Essex</b> may acquire real and personal property within or without its corporate limits for any municipal purpose, including storm</p> |               |

**Commented [GD83]:** AW: lot of sections added in middle of this paragraph more than what's in current charter and 103b; do we want all specifics, and/or add clause to say "... and similar ..."? Or leave vague, like old language?

**Commented [GD84R83]:** DR: able to keep vague

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| <p>water collection and disposal, waste water collection and disposal, solid waste collection and disposal, provision of public water supply, provision of public parks and recreation facilities, provision of municipal facilities for office, fire protection, and police protection, provision of public libraries, provision of public parking areas, provision of sidewalks, bicycle paths, and green strips, provision of public roadways, provision of public view zones and open spaces, and such other purposes as are addressed under the general laws of the State of Vermont. The Town of Essex may acquire such property in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation and may sell, lease, mortgage, hold, manage, and control such property as its interest may require.</p> <p>(c) The Town of Essex may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with other Vermont municipalities, the State of Vermont, any one or more subdivisions or agencies of the</p> | <p>water collection and disposal, waste water collection and disposal, solid waste collection and disposal, provision of public water supply, provision of public parks and recreation facilities, provision of municipal facilities for office, fire protection, and police protection, provision of public libraries, provision of public parking areas, provision of sidewalks, bicycle paths, and green strips, provision of public roadways, provision of public view zones and open spaces, and such other purposes as are addressed under the general laws of the State of Vermont. The Town of Essex may acquire such property in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation and may sell, lease, mortgage, hold, manage, and control such property as its interest may require.</p> <p>(c) The Town of Essex may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with other Vermont municipalities, the State of Vermont, any one or more subdivisions or agencies of the</p> |               |

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>State, or the United States or any agency thereof.</p> <p>(d) The Town of Essex may establish and maintain an electric power system and regulate power line installations; provided, however, that the Town shall have no authority under this charter which conflicts with that authority granted to the Public Utilities Commission or any other state regulatory agency.</p> <p>(e) In this charter, mention of a particular power shall not be construed to be exclusive or to restrict the scope of the powers which the Town of Essex would have if the particular power were not mentioned.</p> <p>§ 204 Reservation of powers</p> <p>Nothing in this charter shall be so construed as in any way to limit the powers and functions conferred upon the Town of Essex and the Town Selectboard by general or special enactments in force or effect or hereafter enacted; and the powers and functions conferred by this charter shall be cumulative and in addition to the provisions of such general or special enactments.</p> | <p>State, or the United States or any agency thereof.</p> <p>(d) The Town of Essex may establish and maintain an electric power system and regulate power line installations; provided, however, that the Town shall have no authority under this charter which conflicts with that authority granted to the Public Utilities Commission or any other state regulatory agency.</p> <p>(e) In this charter, mention of a particular power shall not be construed to be exclusive or to restrict the scope of the powers which the Town of Essex would have if the particular power were not mentioned.</p> <p>§ 204 Reservation of powers</p> <p>Nothing in this charter shall be so construed as in any way to limit the powers and functions conferred upon the Town of Essex and the Town Selectboard by general or special enactments in force or effect or hereafter enacted; and the powers and functions conferred by this charter shall be cumulative and in addition to the provisions of such general or special enactments.</p> |               |

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>§205 Form of Government</p> <p>(a) The municipal government provided by this chapter shall be known as selectboard-manager form of government. Pursuant to its provisions and subject only to the limitations imposed by the State Constitution and by this chapter, all powers of the Town of Essex shall be vested in an elective Town Selectboard, which shall enact ordinances, codes, and regulations; adopt budgets; determine policies; and appoint the Town Manager, who shall enforce the laws and ordinances and administer the government of the Town. All powers of the Town shall be exercised in the manner prescribed by this chapter or prescribed by ordinance.</p> <p>(b) Voting Districts shall be established pursuant to § 301.</p> | <p>§205 Form of Government</p> <p>(a) The municipal government provided by this chapter shall be known as selectboard-manager form of government. Pursuant to its provisions and subject only to the limitations imposed by the State Constitution and by this chapter, all powers of the Town of Essex shall be vested in an elective Town Selectboard, which shall enact ordinances, codes, and regulations; adopt budgets; determine policies; and appoint the Town Manager, who shall enforce the laws and ordinances and administer the government of the Town. All powers of the Town shall be exercised in the manner prescribed by this chapter or prescribed by ordinance.</p> <p>(b) Voting Districts shall be established pursuant to § 301.</p> |               |
| <p><b>Subchapter 3: Voting District and Governance Structure</b></p>  | <p><b>Subchapter 3: Voting District and Governance Structure</b></p>  |               |
| <p>§ 301 Voting Wards</p> <p>(a) The former incorporated Village of Essex Junction shall be known as Ward 1. Boundary adjustments will be made over time as necessary pursuant to § 301.b. The Town of Essex exclusive of</p>   | <p>§ 301 Voting Wards</p> <p>(a) The former incorporated Village of Essex Junction shall be known as Ward 1. Boundary adjustments will be made over time as necessary pursuant to § 301.b. The Town of Essex exclusive of</p>   |               |

**Commented [GD25]:** Trustees: For Dan: Is this necessary, given subchapter 3?

**Commented [GD26]:** Trustees: consider language and decide if more clarity or flexibility needed in shifting district boundaries; public hearing process for new boundaries?

**Commented [GD85]:** AW: is there a way to define ward boundaries without requiring a charter change to modify boundaries in future? Change by ordinance? Is this covered by "made over time as necessary"?

**Commented [GD86R85]:** DR: yes, Montpelier allows boundaries to change without changing charter. Burlington, on other hand, has to go to legislature to change charter when changing ward boundaries.

| TRUSTEES   | SELECTBOARD  | DETERMINATION |
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| <p>the former Village of Essex Junction shall be known as Ward 2. Boundary adjustments will be made over time as necessary pursuant to § 301.b.</p> <p>(b) The Selectboard is empowered to make such changes from time to time, by resolution or ordinance, in the number and boundaries of the wards of the Town as it may deem proper, having regard so far as practicable and convenient, to an equal division of population among them; provided that after the first change so made, such changes shall not be made more than once in five or seven years.</p>  | <p>the former Village of Essex Junction shall be known as Ward 2. Boundary adjustments will be made over time as necessary pursuant to § 301.b.</p> <p>(b) The Selectboard is empowered to make such changes from time to time, by resolution or ordinance, in the number and boundaries of the wards of the Town as it may deem proper, having regard so far as practicable and convenient, to an equal division of population among them; provided that after the first change so made, such changes shall not be made more than once in five or seven years.</p>  |               |
| <p>§ 302 Powers and Duties of Governing body</p> <p>(a) The members of the Town of Essex Selectboard shall constitute the legislative body of the Town of Essex for all purposes required by statute, and except as otherwise herein specifically provided shall have all the powers and authority given to, and perform all duties required of town legislative bodies or selectboards under the laws of the State of Vermont.</p> <p>(b) Within the limitations of the foregoing, the Town of Essex Selectboard shall have the power to:</p> <p>(1) Appoint and remove a Town Manager and supervise, create,</p> | <p>§ 302 Powers and Duties of Governing body</p> <p>(a) The members of the Town of Essex Selectboard shall constitute the legislative body of the Town of Essex for all purposes required by statute, and except as otherwise herein specifically provided shall have all the powers and authority given to, and perform all duties required of town legislative bodies or selectboards under the laws of the State of Vermont.</p> <p>(b) Within the limitations of the foregoing, the Town of Essex Selectboard shall have the power to:</p> <p>(1) Appoint and remove a Town Manager and supervise, create,</p> |               |

**Commented [GD87]:** EH: clarify proportionality, either in charter or in cheat sheet

**Commented [GD88]:** AW: should we specify one or the other?

**Commented [GD89R88]:** DR: yes, choose 5 or 7. Proportionality may require. Final language will be precise.

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| <p>change, and abolish offices, commissions, or departments other than the offices, commissions, or departments established by this charter.</p> <p>(2) Appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this charter.</p> <p>(3) Provide for an independent audit by a certified public accountant.</p> <p>(4) Inquire into the conduct of any officer, commission, or department and investigate any and all municipal affairs.</p> <p>(5) Exercise every other power which is not specifically set forth herein, but which is granted to selectboards or legislative bodies by the statutes of the state of Vermont.</p> | <p>change, and abolish offices, commissions, or departments other than the offices, commissions, or departments established by this charter.</p> <p>(2) Appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this charter.</p> <p>(3) Provide for an independent audit by a certified public accountant.</p> <p>(4) Inquire into the conduct of any officer, commission, or department and investigate any and all municipal affairs.</p> <p>(5) Exercise every other power which is not specifically set forth herein, but which is granted to selectboards or legislative bodies by the statutes of the state of Vermont.</p> |               |
| <p>§ 303 Governing body composition and term of office</p> <p>(a) There shall be a Town Selectboard consisting of six members.</p> <p>(b) The term of office of a Town Selectperson shall be three years and terms shall be staggered.</p>   | <p>§ 303 Governing body composition and term of office</p> <p>(a) There shall be a Town Selectboard consisting of six members.</p> <p>(b) The term of office of a Town Selectperson shall be three years and terms shall be staggered.</p>   |               |

Commented [GD90]: Update per above



| TRUSTEES   | SELECTBOARD   | DETERMINATION |
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| <p>(c) Elected Selectpersons shall represent the Town and the ward they live in.</p> <p>§ 304 Vacancy in office</p> <p>In case of a vacancy of any elected Town official, such vacancy shall be filled by the Town Selectboard until the next annual election. The person then elected shall serve for the remainder of the unexpired term. If more than one vacancy occurs on an elected board at the same time the vacancy shall be filled by a special Town meeting called for that purpose. Separate filing shall be made for such unexpired term.</p> | <p>(c) Elected Selectpersons shall represent the Town and the ward they are elected by.</p> <p>§ 304 Vacancy in office</p> <p>In case of a vacancy of any elected Town official, such vacancy shall be filled by the Town Selectboard until the next annual election. The person then elected shall serve for the remainder of the unexpired term. If more than one vacancy occurs on an elected board at the same time the vacancy shall be filled by a special Town meeting called for that purpose. Separate filing shall be made for such unexpired term.</p> |               |
| <p>§305 Election of governing body officers</p> <p>(a) At the first meeting following the annual Town meeting, the Selectboard shall organize and elect a chairperson, vice chairperson, and clerk by a majority vote of the entire Selectboard, and shall file a certificate of the election for record in the office of the Town clerk. In the event of a tie vote, the selectperson of the two with the longest most recent contiguous service on the board shall become chair. The same shall go for vice chair and clerk.</p>                         | <p>§305 Election of governing body officers</p> <p>(a) At the first meeting following the annual Town meeting, the Selectboard shall organize and elect a chairperson, vice chairperson, and clerk by a majority vote of the entire Selectboard, and shall file a certificate of the election for record in the office of the Town clerk. In the event of a tie vote, the selectperson of the two with the longest most recent contiguous service on the board shall become chair. The same shall go for vice chair and clerk.</p>                                |               |

**Commented [GD91]:** Define if 7<sup>th</sup> member is added, what that person represents; e.g., if at large, represent entire municipality

**Commented [GD92R91]:** DR: When elected, represent entire town

**Commented [GD93]:** AW: can person be elected to represent a ward that did not elect them? What if elected official moves to a different ward when in term?

**Commented [GD94R93]:** DR: represent entire town. If move out of ward, need to resign and give up seat; define eligibility. See Montpelier for example; they define under "Vacancy"

**Commented [GD95]:** AW: What if elected official moves to a different ward when in term? Do they need to leave office?

**Commented [GD96R95]:** See DR answer above

**Commented [GD97]:** AW: see 305c, redundant

**Commented [GD98]:** EH: want clarification on what this means

**Commented [GD99]:** AW: need to define when term begins, allow for recounts. etc

**Commented [GD100]:** SB: consider if this is relevant depending on odd or even number board

**Commented [GD101R100]:** DR: irrelevant if odd number board

**Commented [GD27]:** Trustees: consider striking this passage

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| <p>(b) The chairperson of the Selectboard or in the chairperson's absence, the vice chairperson, shall preside at all meetings of the Selectboard and shall be recognized as the head of the Town government for all ceremonial purposes.</p> <p>(c) In the event of death, resignation, or incapacitation of any Selectboard member, the remaining members of the Selectboard may appoint a person to fill that position until the next annual election. At the next annual election, the vacancy shall be filled and the person so elected shall serve for the remainder of the term of office. In the event the Selectboard is unable to agree upon an interim replacement until the next annual Town election, a special election shall be held forthwith to fill the position.</p> | <p>(b) The chairperson of the Selectboard or in the chairperson's absence, the vice chairperson, shall preside at all meetings of the Selectboard and shall be recognized as the head of the Town government for all ceremonial purposes.</p> <p>(c) <b>In the event</b> of death, resignation, or incapacitation of any Selectboard member, the remaining members of the Selectboard may appoint a person to fill that position until the next annual election. At the next annual election, the vacancy shall be filled and the person so elected shall serve for the remainder of the term of office. In the event the Selectboard is unable to agree upon an interim replacement until the next annual Town election, a special election shall be held forthwith to fill the position.</p> |               |
| <p>§ 306 Compensation</p> <p>(a) Compensation paid to the Selectboard members as reimbursement for expenses shall be set by the voters at the annual meeting, with a minimum of <b>\$1500.00</b> a year each. Selectboard members compensation must be set forth as a separate item in the</p>  | <p>§ 306 Compensation</p> <p>(a) Compensation paid to the Selectboard members as reimbursement for expenses shall be set by the voters at the annual meeting, with a minimum of <b>\$1500.00 a year</b> each. Selectboard members compensation must be set forth as a separate item in the</p>   |               |

**Commented [GD102]:** AW: see 304, redundant

**Commented [GD28]:** Current Town Selectboard reimbursement

**Commented [GD103]:** EH: consider \$2000/year, \$4000 for chair; annual raises built in

| TRUSTEES   | SELECTBOARD  | DETERMINATION |
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| <p>annual budget presented to the meeting.</p>   | <p>annual budget presented to the meeting.</p>   |               |
| <p>(b) The Selectboard shall fix the compensation of all officers and employees, except as otherwise provided in this charter.</p>   | <p>(b) The Selectboard shall fix the compensation of all officers and employees, except as otherwise provided in this charter.</p>   |               |
| <p>§ 307 Prohibitions and conflicts of interest</p>  | <p>§ 307 Prohibitions and conflicts of interest</p>  |               |
| <p>(a) Holding Other Office. No Selectboard member shall hold any other Town office or employment during the term for which he/she/they was elected to the Selectboard. No former Selectboard member shall hold any compensated appointive municipal office or employment until one year after the expiration of the term for which they were elected to the legislative body.</p>                               | <p>(a) Holding Other Office. No Selectboard member shall hold any other Town office or employment during the term for which he/she/they was elected to the Selectboard. No former Selectboard member shall hold any compensated appointive municipal office or employment until one year after the expiration of the term for which they were elected to the legislative body.</p>                               |               |
| <p>(b) Appointments and Removals. Neither the legislative body nor any of its members shall in any manner dictate the appointment or removal of any municipal administrative officers or employees whom the manager or any of his subordinates are empowered to appoint, but the legislative body may express its views and fully and freely discuss with the manager anything pertaining to appointment and</p> | <p>(b) Appointments and Removals. Neither the legislative body nor any of its members shall in any manner dictate the appointment or removal of any municipal administrative officers or employees whom the manager or any of his subordinates are empowered to appoint, but the legislative body may express its views and fully and freely discuss with the manager anything pertaining to appointment and</p> |               |

**Commented [GD104]:** AW: want clarification; this won't work if at Australian ballot

**Commented [GD105]:** AW: redundant section with 312a

**Commented [GD106]:** AW/PM: want clarification on this and purpose. Town office, school board, etc?

**Commented [GD107R106]:** DR: awkward if on SB and DRB, for instance, because providing oversight of 'self. Default statute does not prevent this. Be clear and specific if this stays.

DR will do more research to see if any concerns with constitutionality of making people choose between office and job

**Commented [GD108]:** AW: want to strike this section; SB shouldn't criticize employees publicly; manager has authority over personnel

\*\* check with Dan Richardson if this needs to be in charter; don't want to limit ability to discuss personnel in executive session \*\*

**Commented [GD109R108]:** DR: can wordsmith. Don't want to create situation of constructive termination

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| <p>removal of such officers and employees.</p> <p>(c) Interference with Administration. Except for the purpose of inquiries and investigations under Section 302 (b)(4), the legislative body or its members shall deal with the municipal officers and employees who are subject to the direction and supervision of the manager solely through the manager, and neither the legislative body nor its members shall give orders to any such officer or employee, either publicly or privately.</p> <p>§ 308 Governing body meetings</p> <p>As soon as possible after the election of the chairperson and vice chairperson, the Selectboard shall fix the time and place of its regular meetings, and such meetings shall be held at least once a month.</p> <p>§ 309 Special meetings</p> <p>Special Town meetings, shall be called in the manner provided by the laws of the State, and the voting on all questions shall be by the Australian ballot system.</p> <p>§ 310 Procedure</p> | <p>removal of such officers and employees.</p> <p>(c) Interference with Administration. Except for the purpose of inquiries and investigations under Section 302 (b)(4), the legislative body or its members shall deal with the municipal officers and employees who are subject to the direction and supervision of the manager solely through the manager, and neither the legislative body nor its members shall give orders to any such officer or employee, either publicly or privately.</p> <p>§ 308 Governing body meetings</p> <p>As soon as possible after the election of the chairperson and vice chairperson, the Selectboard shall fix the time and place of its regular meetings, and such meetings shall be held at least once a month.</p> <p>§ 309 Special meetings</p> <p>Special Town meetings, shall be called in the manner provided by the laws of the State, and the voting on all questions shall be by the Australian ballot system.</p> <p>§ 310 Procedure</p> |               |

**Commented [GD110]:** SB: too restrictive? Do all special town meetings need to be by ballot?

**Commented [GD111R110]:** DR: not required. May make sense, especially if moving to Australian ballot in general

| TRUSTEES   | SELECTBOARD  | DETERMINATION |
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| <p>(a) The Selectboard shall determine its own rules and order of business.</p> <p>(b) The presence of four members shall constitute a quorum. Four affirmative votes shall be necessary to take binding Selectboard action. However, in the case of a tie vote on the budget, the Chair of the Planning Commission shall cast a vote to break the tie.</p> <p>(c) The Selectboard shall in accordance with Vermont law keep minutes of its proceedings. This journal shall be a public record.</p> <p>(d) All meetings of the Selectboard shall be open to the public unless, by an affirmative vote of the majority of the members present, the Selectboard shall vote that any particular session shall be an executive session or deliberative session in accordance with Vermont law.</p> | <p>(a) The Selectboard shall determine its own rules and order of business.</p> <p>(b) The presence of four members shall constitute a quorum. Four affirmative votes shall be necessary to take binding Selectboard action. However, in the case of a tie vote on the budget, the Chair of the Planning Commission shall cast a vote to break the tie.</p> <p>(c) The Selectboard shall in accordance with Vermont law keep minutes of its proceedings. This journal shall be a public record.</p> <p>(d) All meetings of the Selectboard shall be open to the public unless, by an affirmative vote of the majority of the members present, the Selectboard shall vote that any particular session shall be an executive session or deliberative session in accordance with Vermont law.</p> |               |
| <p>§ 311 Appointments</p> <p>The Selectboard shall have the power to appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this charter. The terms of</p>  | <p>§ 311 Appointments</p> <p>The Selectboard shall have the power to appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this charter. The terms of</p>  |               |

**Commented [GD29]:** Trustees: Does quorum need to be defined, and if so, is this the right place? Could be good to leave in for clarity.

**Commented [GD30]:** Trustees: Does PC chair need to be at Selectboard meetings? Ann J. was presenting options for tie breakers.  
ET: check with Dan Richardson – does this section need to even be in a charter? Let Roberts Rules apply; or a tie means a vote dies? Consider referencing Roberts Rules in charter.

**Commented [GD112]:** AW: don't want appointed person as de facto SB member  
ET: consider Robert's Rules for procedure  
Possible for charter to allow 'majority of members present'?  
\*\* get clarification from Dan Richardson \*\*

**Commented [GD113R112]:** DR: If four is a quorum, need four votes for approval; majority of board, not majority of people present

**Commented [GD114]:** AW: copied from another section, but specifics dropped. Don't want to inadvertently lose a power; cross reference to make sure language allows SB to appoint who they want/need to appoint

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| <p>all appointments shall commence on the day after the day of appointment unless the appointment is to fill a vacancy in an office, in which case the term shall commence at the time of appointment.</p> <p>§ 312 Additional governing body provisions</p> <p>(a) No claim for personal services shall be allowed to the officers elected at the annual meeting, except when compensation for such services is provided for under the provisions of this chapter or by the general law. The compensation of all officers and employees of the Town shall be fixed by the Selectboard, except as herein otherwise provided.</p> <p>(b) The Selectboard may authorize the sale or lease of any real or personal estate belonging to the Town.</p> <p><b>Subchapter 4 Other Elected Offices</b></p> <p>§ 401 Brownell Library trustees</p> <p>There shall be a five-member Board of Library Trustees who shall be elected to five-year terms using the Australian ballot system pursuant to § 501. Only qualified voters of the Town of Essex shall be eligible to hold the office of library trustee. The five permanent, self-perpetuating library trustees shall</p> | <p>all appointments shall commence on the day after the day of appointment unless the appointment is to fill a vacancy in an office, in which case the term shall commence at the time of appointment.</p> <p>§ 312 Additional governing body provisions</p> <p>(a) No claim for personal services shall be allowed to the officers elected at the annual meeting, except when compensation for such services is provided for under the provisions of this chapter or by the general law. The compensation of all officers and employees of the Town shall be fixed by the Selectboard, except as herein otherwise provided.</p> <p>(b) The Selectboard may authorize the sale or lease of any real or personal estate belonging to the Town.</p> <p><b>Subchapter 4 Other Elected Offices</b></p> <p>§ 401 Brownell Library trustees</p> <p>There shall be a five-member Board of Library Trustees who shall be elected to five-year terms using the Australian ballot system pursuant to § 501. Only qualified voters of the Town of Essex shall be eligible to hold the office of library trustee. The five permanent, self-perpetuating library trustees shall</p> |               |

Commented [GD115]: AW: section redundant with 306b

Commented [GD116]: Determine if this section is required  
AW: Brownell Board may need to update its governing document

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| <p>function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925.</p> <p><b>Subchapter 5 Town Meetings</b></p> <p>§ 501 Town of Essex Meetings/Elections</p> <p>(a) Annual meetings for the election of officers, the voting on the budgets, and any other business included in the warnings for the meetings, shall be on a date established and legally warned by the Selectboard.</p> <p>(b) Provisions of the laws of the State of Vermont relating to the qualifications of electors, the manner of voting, the duties of elections officers, and all other particulars respective to preparation for, conducting, and management of elections, so far as they may be applicable, shall govern all municipal elections, and all general and special meetings, except as otherwise provided in this charter.</p> <p>(c) The election of officers and the voting on all questions shall be by Australian ballot system. The ballot boxes shall be open between 7:00 a.m. and 7:00 p.m. as shall be determined and warned by the Selectboard.</p> | <p>function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925.</p> <p><b>Subchapter 5 Town Meetings</b></p> <p>§ 501 Town of Essex Meetings/Elections</p> <p>(a) Annual meetings for the election of officers, the voting on the budgets, and any other business included in the warnings for the meetings, shall be on a date established and legally warned by the Selectboard.</p> <p>(b) Provisions of the laws of the State of Vermont relating to the qualifications of electors, the manner of voting, the duties of elections officers, and all other particulars respective to preparation for, conducting, and management of elections, so far as they may be applicable, shall govern all municipal elections, and all general and special meetings, except as otherwise provided in this charter.</p> <p>(c) The election of officers and the voting on all questions shall be by Australian ballot system. The ballot boxes shall be open between 7:00 a.m. and 7:00 p.m. as shall be determined and warned by the Selectboard.</p> |               |

**Commented [GD31]:** Trustees: For Dan Richardson – is it possible to codify the mailing of ballots to all residents? For SB – do we want to?

**Commented [GD117]:** AW: too ambiguous? Provide more specifics

**Commented [GD118R117]:** DR: provide specifics, don't want too much leeway, eg first Tuesday of March, third Tuesday of April, etc.

**Commented [GD32]:** Trustees: For Dan Richardson: Do hours need to be specified? For example, Village changed hours of polls during Covid state of emergency.

**Commented [GD119]:** Want to keep hours? Doing so specifies hours so they cannot be reduced. Secretary of State and statute may define hours. Specify 'hours determined by state'?

**Commented [GD120R119]:** DR: usually set by Town Clerk and BCA; recommend doing it this way. "set by Town Clerk and Board of Civil Authority in conformance with general laws of the state"

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| <p><b>Subchapter 6 Ordinances</b></p> <p>§ 601 Ordinances-Method of adoption and enforcement</p> <p>(a) The Selectboard may provide penalties for the breach of any ordinance authorized by general law or this charter; may prosecute any person violating the same through the Town attorney or police officers who for such purposes shall be informing officers; and may maintain actions to restrain actual or threatened violations of the same. The establishment of any fine or penalty shall be by ordinance.</p> <p>(b) Ordinance-making authority granted to the Town by this charter and general law shall be exercised pursuant to the provisions of sections § 602 through § 605 of this charter, except for zoning by-laws and/or subdivision regulations which shall be adopted pursuant to 24 V.S.A. Chapter 117, as amended from time to time hereafter.</p> | <p><b>Subchapter 6 Ordinances</b></p> <p>§ 601 Ordinances-Method of adoption and enforcement</p> <p>(a) The Selectboard may provide penalties for the breach of any ordinance authorized by general law or this charter; may prosecute any person violating the same through the Town attorney or police officers who for such purposes shall be informing officers; and may maintain actions to restrain actual or threatened violations of the same. The establishment of any fine or penalty shall be by ordinance.</p> <p>(b) Ordinance-making authority granted to the Town by this charter and general law shall be exercised pursuant to the provisions of sections § 602 through § 605 of this charter, except for zoning by-laws and/or subdivision regulations which shall be adopted pursuant to 24 V.S.A. Chapter 117, as amended from time to time hereafter.</p> |               |
| <p>§ 602 Introduction; first and second readings; public hearing</p> <p>(a) Every ordinance shall be introduced in writing. The enacting clause of</p>   | <p>§ 602 Introduction; first and second readings; public hearing</p> <p>(a) Every ordinance shall be introduced in writing. The enacting clause of all</p>   |               |

**Commented [GD33]:** RC: consider ways to give Selectboard authority to regulate alcohol, tobacco, cannabis; if so, is this the right spot. See St. Johnsbury example

**Commented [GD121]:** GD: staff prefers Village adoption process, which refers to procedure laid out by statute (24 vsa 1972). DR recommends the same



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| <p>all ordinances shall be "The Selectboard of the Town of Essex hereby ordains. . . ." If the Selectboard passes the proposed ordinance upon first reading, then the Selectboard shall cause it to be published in a newspaper of general circulation in the Town in the form passed, or a concise summary of it, including a statement of purpose, principal provisions, and table of contents or list of section headings, together with a reference to a place within the Town where copies of the full text of the proposed ordinance may be examined, at least once, together with a notice of the time and place when and where there will be a public hearing to consider the same for final passage. The first such publication shall be at least one week prior to the date of the public hearing. Any published notice shall explain citizens' rights to petition for a vote on the ordinance at an annual or special meeting, pursuant to Vermont Statutes Annotated, Title 24 § 1973, and shall also contain the name, address and telephone number of a person with knowledge of the ordinance who is available to answer questions about it.</p> | <p>ordinances shall be "The Selectboard of the Town of Essex hereby ordains. . . ." If the Selectboard passes the proposed ordinance upon first reading, then the Selectboard shall cause it to be published in a newspaper of general circulation in the Town in the form passed, or a concise summary of it, including a statement of purpose, principal provisions, and table of contents or list of section headings, together with a reference to a place within the Town where copies of the full text of the proposed ordinance may be examined, at least once, together with a notice of the time and place when and where there will be a public hearing to consider the same for final passage. The first such publication shall be at least one week prior to the date of the public hearing. Any published notice shall explain citizens' rights to petition for a vote on the ordinance at an annual or special meeting, pursuant to Vermont Statutes Annotated, Title 24 § 1973, and shall also contain the name, address and telephone number of a person with knowledge of the ordinance who is available to answer questions about it.</p> |               |

| TRUSTEES   | SELECTBOARD  | DETERMINATION |
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| <p>(c) At the time and place so advertised, or at any time and place to which the hearing may from time to time be adjourned, the ordinance shall be introduced, and thereafter, all persons interested shall be given an opportunity to be heard.</p> <p>(d) After the hearing, the Selectboard may finally pass the ordinance with or without amendment, except that if the Selectboard makes an amendment, it shall cause the amended ordinance to be published, pursuant to subsection (a) of this section at least once together with a notice of the time and place of a public hearing at which the amended ordinance will be further considered, which publication shall be at least three days prior to the public hearing. At the time so advertised or at any time and place to which the meeting may be adjourned, the amended ordinance shall be introduced, and after the hearing, the Selectboard may finally pass the amended ordinance, or again amend it subject to the same procedures as outlined herein.</p> <p>§ 603 Effective date</p> <p>Every ordinance shall become effective upon passage unless otherwise specified.</p> | <p>(c) At the time and place so advertised, or at any time and place to which the hearing may from time to time be adjourned, the ordinance shall be introduced, and thereafter, all persons interested shall be given an opportunity to be heard.</p> <p>(d) After the hearing, the Selectboard may finally pass the ordinance with or without amendment, except that if the Selectboard makes an amendment, it shall cause the amended ordinance to be published, pursuant to subsection (a) of this section at least once together with a notice of the time and place of a public hearing at which the amended ordinance will be further considered, which publication shall be at least three days prior to the public hearing. At the time so advertised or at any time and place to which the meeting may be adjourned, the amended ordinance shall be introduced, and after the hearing, the Selectboard may finally pass the amended ordinance, or again amend it subject to the same procedures as outlined herein.</p> <p>§ 603 Effective date</p> <p>Every ordinance shall become effective upon passage unless otherwise specified.</p> |               |

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>§ 604 Filing and recording of ordinances</p> <p>The Town clerk shall prepare and keep in the Town clerk’s office a book of ordinances which shall contain each ordinance finally passed by the Selectboard, together with a complete index of the ordinances according to subject matter.</p>  | <p>§ 604 Filing and recording of ordinances</p> <p>The Town clerk shall prepare and keep in the Town clerk’s office a book of ordinances which shall contain each ordinance finally passed by the Selectboard, together with a complete index of the ordinances according to subject matter.</p>  |               |
| <p>§ 605 Public nuisances</p> <p>The Selectboard may prosecute and seek damages and injunctive relief to end or mitigate public nuisances.</p>  | <p>§ 605 Public nuisances</p> <p>The Selectboard may prosecute and seek damages and injunctive relief to end or mitigate public nuisances.</p>  |               |
| <p><b>Subchapter 7: Town Manager</b></p> <p>§701 Appointment/Hiring of Manager</p> <p>The Selectboard shall appoint a Town manager under and in accordance with Vermont Statutes Annotated, as amended from time to time hereafter. The Manager shall be appointed solely on the basis of his or her executive and administrative qualifications in accordance with the Vermont statutes.</p> | <p><b>Subchapter 7: Town Manager</b></p> <p>§701 Appointment/Hiring of Manager</p> <p>The Selectboard shall appoint a Town manager under and in accordance with Vermont Statutes Annotated, as amended from time to time hereafter. The Manager shall be appointed solely on the basis of his or her executive and administrative qualifications in accordance with the Vermont statutes.</p> |               |
| <p>§ 702 Powers of Manager</p> <p>The Manager shall be the chief administrative officer of the Town of Essex. He or she shall be responsible to</p>   | <p>§ 702 Powers of Manager</p> <p>The Manager shall be the chief administrative officer of the Town of Essex. He or she shall be responsible to</p>   |               |

**Commented [GD34]:** Trustees: For Dan Richardson - Why is this section here? Seems out of place.

**Commented [GD122]:** AW: hard to define ‘public nuisance,’ prefer to see section removed

**Commented [GD123R122]:** GD/ET: agree, refer to ordinance  
DR: okay to remove. 24 vsa 2291(14) allows municipality to define public nuisance and deal with it, if boards want to keep in and call attention to it or add powers. Simpler to keep off charter

**Commented [GD124]:** EH: does new SB need to re-sign contract with manager

**Commented [GD125R124]:** DR: new entity is successor to Town and Village, and contract would continue; doesn’t need to be part of charter

**Commented [GD126]:** AW: new section. Does it need to be in charter, or should it be contract with manager

**Commented [GD127R126]:** DR: these provisions apply if there is no contract. Outline of powers gives authority to manager

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| <p>the Selectboard for the administration of all Town of Essex affairs placed in his or her charge by or under this charter. He or she shall have the following powers and duties in addition to those powers and duties delegated to municipal managers under the Vermont statutes.</p> <p>(1) The Manager shall appoint and, when he or she deems it necessary for the good of the service, suspend or remove all Town of Essex employees, and other employees provided for by or under this charter for cause, except as otherwise provided by law, this charter, or personnel rules adopted pursuant to this charter. He or she may authorize any employee who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that employee's department, office, or agency.</p> <p>(2) The Manager shall direct and supervise the administration of all departments, offices, and agencies of the Town of Essex, except as otherwise provided by this charter or by law.</p> <p>(3) The Manager shall appoint the Town attorney.</p> | <p>the Selectboard for the administration of all Town of Essex affairs placed in his or her charge by or under this charter. He or she shall have the following powers and duties in addition to those powers and duties delegated to municipal managers under the Vermont statutes.</p> <p>(1) The Manager shall appoint and, when he or she deems it necessary for the good of the service, suspend or remove all Town of Essex employees, and other employees provided for by or under this charter for cause, except as otherwise provided by law, this charter, or personnel rules adopted pursuant to this charter. He or she may authorize any employee who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that employee's department, office, or agency.</p> <p>(2) The Manager shall direct and supervise the administration of all departments, offices, and agencies of the Town of Essex, except as otherwise provided by this charter or by law.</p> <p>(3) The Manager shall appoint the <b>Town attorney</b>.</p> |               |

**Commented [GD128]:** ET: prefer something like "Manager shall hire attorneys as needed"

| TRUSTEES   | SELECTBOARD  | DETERMINATION |
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| <p>(4) The Manager shall attend all Selectboard meetings and shall have the right to take part in discussion and make recommendations but may not vote.</p> <p>(5) The Manager shall see that all laws, provisions of this charter, and acts of the Selectboard, subject to enforcement by him or her or by officers subject to his or her direction and supervision, are faithfully executed.</p> <p>(6) The Manager shall prepare and submit the annual budget and capital program to the Selectboard.</p> <p>(7) The Manager shall submit to the Selectboard and make available to the public a complete report on the finances and administrative activities of the Town of Essex as of the end of each fiscal year.</p> <p>(8) The Manager shall make such other reports as the Selectboard may require concerning the operations of Town of Essex departments, offices, and agencies subject to his or her direction and supervision.</p> <p>(9) The Manager shall keep the Selectboard fully advised as to the financial condition and future needs</p> | <p>(4) The Manager shall attend all Selectboard meetings and shall have the right to take part in discussion and make recommendations but may not vote.</p> <p>(5) The Manager shall see that all laws, provisions of this charter, and acts of the Selectboard, subject to enforcement by him or her or by officers subject to his or her direction and supervision, are faithfully executed.</p> <p>(6) The Manager shall prepare and submit the annual budget and capital program to the Selectboard.</p> <p>(7) The Manager shall submit to the Selectboard and make available to the public a complete report on the finances and administrative activities of the Town of Essex as of the end of each fiscal year.</p> <p>(8) The Manager shall make such other reports as the Selectboard may require concerning the operations of Town of Essex departments, offices, and agencies subject to his or her direction and supervision.</p> <p>(9) The Manager shall keep the Selectboard fully advised as to the financial condition and future needs</p> |               |

**Commented [GD129]:** AW: too restrictive? Can manager send representative or designee?  
 DR: "manager or his or her designee shall be entitled to attend all Selectboard meetings."

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| <p>of the Town of Essex and make such recommendations to the Selectboard concerning the affairs of the Town of Essex as he or she deems desirable.</p> <p>(10) The Manager shall be responsible for the enforcement of all Town of Essex ordinances and laws.</p> <p>(11) The Manager may when advisable or proper delegate to subordinate officers and employees of the Town of Essex any duties conferred upon him or her by this charter, the Vermont statutes, or the Selectboard members.</p> <p>(12) The Manager shall perform such other duties as are specified in this charter or in State law, or as may be required by the Selectboard.</p> | <p>of the Town of Essex and make such recommendations to the Selectboard concerning the affairs of the Town of Essex as he or she deems desirable.</p> <p>(10) The Manager shall be responsible for the enforcement of all Town of Essex ordinances and laws.</p> <p>(11) The Manager may when advisable or proper delegate to subordinate officers and employees of the Town of Essex any duties conferred upon him or her by this charter, the Vermont statutes, or the Selectboard members.</p> <p>(12) The Manager shall perform such other duties as are specified in this charter or in State law, or as may be required by the Selectboard.</p> |               |
| <p>§ 703 Hearing/Removal Process</p> <p>(a) The Selectboard may remove the Manager from office for cause in accordance with the following procedures:</p> <ol style="list-style-type: none"> <li>1. The Selectboard shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal and may suspend the Manager from duty</li> </ol>  | <p>§ 703 <b>Hearing/Removal Process</b></p> <p>(a) The Selectboard may remove the Manager from office for cause in accordance with the following procedures:</p> <ol style="list-style-type: none"> <li>1. The Selectboard shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal and may suspend the Manager from duty</li> </ol>   |               |

**Commented [GD130]:** AW: better off in contract?

**Commented [GD131R130]:** DR: should be in charter. Case in St. J a few years ago giving manager right to hearing process. Keep provisions in charter. Contract provision could take place if necessary, but this provides guidelines if not in contract or need guidance for some reason

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| <p>for a period not to exceed 45 days. A copy of the resolution shall be delivered within three days to the Manager.</p> <p>2. Within five days after a copy of the resolution is delivered to the Manager, he or she may file with the Selectboard a written request for a hearing. Said hearing to be in a public or executive session by choice of the Manager. This hearing shall be held at a special Selectboard meeting not earlier than 15 days nor later than 30 days after the request is filed. The Manager may file with the Selectboard a written reply not later than five days before the hearing.</p> <p>3. The Selectboard may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of a majority of all its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the Manager, if he or she has not requested a public hearing, or at any time after the public hearing if he or she has requested one.</p> | <p>for a period not to exceed 45 days. A copy of the resolution shall be delivered within three days to the Manager.</p> <p>2. Within five days after a copy of the resolution is delivered to the Manager, he or she may file with the Selectboard a written request for a hearing. Said hearing to be in a public or executive session by choice of the Manager. This hearing shall be held at a special Selectboard meeting not earlier than 15 days nor later than 30 days after the request is filed. The Manager may file with the Selectboard a written reply not later than five days before the hearing.</p> <p>3. The Selectboard may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of a majority of all its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the Manager, if he or she has not requested a public hearing, or at any time after the public hearing if he or she has requested one.</p> |               |

| TRUSTEES  | SELECTBOARD  | DETERMINATION |
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| <p>(b) The Manager shall continue to receive his or her salary until the effective date of a final resolution of removal.</p> <p>§ 704 Vacancy in office of manger</p> <p>The Manager, by letter filed with the Town Clerk, may appoint an officer or employee of the Town to perform his or her duties during his or her vacation, incapacitation, or disability. In the event of failure of the Manager to make such designation, the Selectboard may by resolution appoint an officer or employee of the Town to perform the duties of the Manager until he or she shall return or his or her disability shall cease. However, if the Manager has within his or her administration, formed and appointed the position of Assistant Town Manager, said Assistant shall automatically assume the Manager's responsibilities during his or her temporary absence or disability.</p> | <p>(b) The Manager shall continue to receive his or her salary until the effective date of a final resolution of removal.</p> <p>§ 704 Vacancy in office of manager</p> <p>The Manager, by letter filed with the Town Clerk, may appoint an officer or employee of the Town to perform his or her duties during his or her vacation, incapacitation, or disability. In the event of failure of the Manager to make such designation, the Selectboard may by resolution appoint an officer or employee of the Town to perform the duties of the Manager until he or she shall return or his or her disability shall cease. However, if the Manager has within his or her administration, formed and appointed the position of Assistant Town Manager, said Assistant shall automatically assume the Manager's responsibilities during his or her temporary absence or disability.</p> |               |
| <p><b>Subchapter 8: Boards and Commissions</b></p> <p>§ 801 Board of Civil Authority</p> <p>The Board of Civil Authority is comprised of the Town of Essex Selectboard members and Justices of the Peace.</p>   | <p><b>Subchapter 8: Boards and Commissions</b></p> <p>§ 801 Board of Civil Authority</p> <p>The Board of Civil Authority is comprised of the Town of Essex Selectboard members and Justices of the Peace.</p>  |               |

**Commented [GD132]:** AW: prefer policy, not charter item

EH: get best practice from Dan Richardson

**Commented [GD133R132]:** DR: could be done by policy instead of charter. If in charter, make clear in event of actual vacancy; needs to be clear who makes managerial decisions. Default to deputy/assistant  
 ET: manager shall designate person. If prolonged absence where manager is incapacitated, SB shall appoint interim manager for that time

**Commented [GD134]:** Too specific?

**Commented [GD135]:** AW: not in current charter, does it need to be included here? Combine with 802?  
 DHF: combine

**Commented [GD136R135]:** DR: BCA and Board of Abatement are different. Both laid out in statute. Not necessary to keep



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| <p>§ 802 Board of Abatement of Taxes</p> <p>The board of civil authority shall constitute a board of abatement as provided by law. The board of abatement shall meet and discharge its duties as required by the applicable statutory provisions.</p>  | <p>§ 802 Board of Abatement of Taxes</p> <p>The board of civil authority shall constitute a board of abatement as provided by law. The board of abatement shall meet and discharge its duties as required by the applicable statutory provisions.</p>  |               |
| <p>§ 803 <b>Planning Commission</b></p> <p>There shall be a Planning Commission and its powers, obligations and operation shall be under and in accordance with Vermont Statutes Annotated, as they may be amended from time to time hereafter, and members will be appointed by the Town Selectboard for terms of three years from among the qualified voters of the Town. Members of the Commission shall hold no other Town office.</p> | <p>§ 803 Planning Commission</p> <p>There shall be a Planning Commission and its powers, obligations and operation shall be under and in accordance with Vermont Statutes Annotated, as they may be amended from time to time hereafter, and members will be appointed by the Town Selectboard for terms of <b>three</b> years from among the qualified voters of the Town. Members of the Commission shall hold no other Town office.</p> |               |
| <p>§ 804 <b>Development Review Board</b></p> <p>A Development Review Board shall be established and its powers, obligations and operation shall be under and in accordance with Vermont Statutes Annotated, as they may be amended from time to time hereafter, and members will be appointed by the Town Selectboard for terms of three years</p>   | <p>§ 804 <b>Development Review Board</b></p> <p>A Development Review Board shall be established and its powers, obligations and operation shall be under and in accordance with Vermont Statutes Annotated, as they may be amended from time to time hereafter, and members will be appointed by the Town Selectboard for terms of three years</p>   |               |

**Commented [GD35]:** GT: want way to ensure development goals of Village Center continue; could have forum, consider Rutland Redevelopment Authority as example  
Dan Richardson – is there a way to get something like a redevelopment authority in a charter?

**Commented [GD137]:** Decide 3 year or 4-year terms; consistency elsewhere in charter

**Commented [GD36]:** Trustees: need to decide if we do DRB or ZBA

**Commented [GD138]:** See comments above re: DRB vs. ZBA

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| <p>from among the qualified voters of the Town.</p> <p>§ 805 Brownell Library trustees</p> <p>There shall be a five-member Board of Library Trustees who shall be elected to five-year terms using the Australian ballot system pursuant to § 501. Only qualified voters of the Town of Essex shall be eligible to hold the office of library trustee. The trustees who are now in office shall serve until their terms are completed. The library trustees shall establish policy for the operation of the Library and shall otherwise act in conformance with the Vermont statutes. The five permanent, self-perpetuating library trustees shall function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925. The Library shall be required to follow all financial and personnel policies adopted by the Town Selectboard.</p> | <p>from among the qualified voters of the Town.</p> <p>§ 805 <b>Brownell Library trustees</b></p> <p>There shall be a five-member Board of Library Trustees who shall be elected to five-year terms using the Australian ballot system pursuant to § 501. Only qualified voters of the Town of Essex shall be eligible to hold the office of library trustee. The trustees who are now in office shall serve until their terms are completed. The library trustees shall establish policy for the operation of the Library and shall otherwise act in conformance with the Vermont statutes. The five permanent, self-perpetuating library trustees shall function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925. The Library shall be required to follow all financial and personnel policies adopted by the Town Selectboard.</p> |               |
| <p><b>Subchapter 9: Administrative Departments</b></p> <p><i>Part I</i></p> <p>§ 901 Personnel administration and benefits</p> <p>(a) The Town manager or the Town manager's appointee shall be the personnel director. The Town manager shall maintain personnel</p>  | <p><b>Subchapter 9: Administrative Departments</b></p> <p><i>Part I</i></p> <p>§ 901 Personnel administration and benefits</p> <p>(a) The Town manager or the Town manager's appointee shall be the personnel director. The Town manager shall maintain personnel</p>   |               |

**Commented [GD139]:** Is this necessary? Because it's dealing with elected officials? Is it redundant with other Brownell section? Only one specifies need to be qualified voter in Essex

Should this be in transitional section? Specify "transitional for Brownell"??

**Commented [GD140R139]:** DR: remove if redundant. ET: keep in to show that Brownell is remaining; find best place for this section in charter

**Commented [GD37]:** Trustees: For Dan Richardson – which of these sections are needed, if any? Do we have to specify departments?

DR: do need to specify assessor; no default statutes

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| <p>rules and regulations protecting the interests of the Town and of the employees. These rules and regulations must be approved by the Selectboard, and shall include the procedure for amending them and for placing them into practice. Each employee shall receive a copy of the rules and regulations when he or she is hired.</p> <p>(b) The rules and regulations may deal with the following subjects or with other similar matters of personnel administration: job classification, jobs to be filled, tenure, retirement, pensions, leaves of absence, vacations, holidays, hours and days of work, group insurance, salary plans, rules governing hiring, temporary appointments, lay-off, reinstatement, promotion, transfer, demotion, settlement of disputes, dismissal, probationary periods, permanent or continuing status, in-service training, injury, employee records, and further regulations concerning the hearing of appeals.</p> <p>(c) No person in the service of the Town shall either directly or indirectly give, render, pay or receive any service or other valuable thing for or on account of or in connection with any appointment, proposed</p> | <p>rules and regulations protecting the interests of the Town and of the employees. These rules and regulations must be approved by the Selectboard, and shall include the procedure for amending them and for placing them into practice. Each employee shall receive a copy of the rules and regulations when he or she is hired.</p> <p>(b) The rules and regulations may deal with the following subjects or with other similar matters of personnel administration: job classification, jobs to be filled, tenure, retirement, pensions, leaves of absence, vacations, holidays, hours and days of work, group insurance, salary plans, rules governing hiring, temporary appointments, lay-off, reinstatement, promotion, transfer, demotion, settlement of disputes, dismissal, probationary periods, permanent or continuing status, in-service training, injury, employee records, and further regulations concerning the hearing of appeals.</p> <p>(c) No person in the service of the Town shall either directly or indirectly give, render, pay or receive any service or other valuable thing for or on account of or in connection with any appointment, proposed</p> |               |

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| <p>appointment, promotion or proposed promotion.</p> <p><i>Part II</i><br/>§ 902 Department of Real Estate Appraisal</p> <p>There shall be established a department of real estate appraisal headed by a professionally qualified real estate assessor, who shall be appointed by the manager.</p> <p>§ 903 Appraisal of property</p> <p>The department of real estate appraisal shall appraise all real and business personal property for the purpose of establishing the grand list. Appraisals shall be reviewed periodically and kept up to date. Technically qualified individuals or firms may be employed as needed.</p> <p>§ 904 Appraisal of business personal property for tax purposes</p> <p>Appraisal of business personal property shall be in accordance with the provisions of Vermont Statutes Annotated, Title 32 § 3618, as the same may from time to time be amended, provided that all business personal property acquired by a taxpayer after September 30, 1995 shall be exempt from tax.</p> | <p>appointment, promotion or proposed promotion.</p> <p><i>Part II</i><br/>§ 902 Department of Real Estate Appraisal</p> <p>There shall be established a department of real estate appraisal headed by a professionally qualified real estate assessor, who shall be appointed by the manager.</p> <p>§ 903 Appraisal of property</p> <p>The department of real estate appraisal shall appraise all real and business personal property for the purpose of establishing the grand list. Appraisals shall be reviewed periodically and kept up to date. Technically qualified individuals or firms may be employed as needed.</p> <p>§ 904 Appraisal of business personal property for tax purposes</p> <p>Appraisal of business personal property shall be in accordance with the provisions of Vermont Statutes Annotated, Title 32 § 3618, as the same may from time to time be amended, provided that all business personal property acquired by a taxpayer after September 30, 1995 shall be exempt from tax.</p> |               |

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| <p>§ 905 Duties of Department</p> <p>The duties and powers of the department of real estate appraisal shall be the same as those established for listers under the general statutes.</p> <p>§ 906 Purpose</p> <p>The purpose of the department of real estate appraisal is to provide for appointment of a qualified real estate assessor rather than the election of listers. The Town shall be governed by, and each taxpayer shall have rights granted by, the applicable statutes concerning real and personal property taxation, appeal therefrom, and other statutes concerning taxation.</p> | <p>§ 905 Duties of Department</p> <p>The duties and powers of the department of real estate appraisal shall be the same as those established for listers under the general statutes.</p> <p>§ 906 Purpose</p> <p>The purpose of the department of real estate appraisal is to provide for appointment of a qualified real estate assessor rather than the election of listers. The Town shall be governed by, and each taxpayer shall have rights granted by, the applicable statutes concerning real and personal property taxation, appeal therefrom, and other statutes concerning taxation.</p> |               |
| <p><b>Subchapter 10 Budget Process</b></p> <p>§ 1001 Fiscal year</p> <p>The fiscal year of the Town shall begin on the first day of July and end on the last day of June of each calendar year. The fiscal year shall constitute the budget and accounting year as used in this charter.</p> <p>§ 1002 Annual municipal budget</p>  | <p><b>Subchapter 10 Budget Process</b></p> <p>§ 1001 Fiscal year</p> <p>The fiscal year of the Town shall begin on the first day of July and end on the last day of June of each calendar year. The fiscal year shall constitute the budget and accounting year as used in this charter.</p> <p>§ 1002 Annual municipal budget</p>  |               |

**Commented [GD141]:** DR: budget does not need to be in charter, but good governance process to lay out budget procedures

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| <p>With support from the finance department, the Town Manager shall submit to the Selectboard a budget at least 50 days before annual town meeting or at such previous time as may be directed by the Selectboard. The budget shall contain:</p> <p>(1) An estimate of the financial condition of the Town as of the end of the fiscal year.</p> <p>(2) An itemized statement of appropriations recommended for current expenses, and for capital improvements, during the next fiscal year; with comparative statements of appropriations and estimated expenditures for the current fiscal year and actual appropriations and expenditures for the immediate preceding fiscal year.</p> <p>(3) An itemized statement of estimated revenues from all sources, other than taxation, for the next fiscal year; and comparative figures of tax and other sources of revenue for the current and immediate preceding fiscal years.</p> <p>(4) A capital budget for the next five fiscal years, showing anticipated capital expenditures, financing, and tax requirements.</p> | <p>With support from the finance department, the Town Manager shall submit to the Selectboard a budget at least 50 days before annual town meeting or at such previous time as may be directed by the Selectboard. The budget shall contain:</p> <p>(1) An estimate of the financial condition of the Town as of the end of the fiscal year.</p> <p>(2) An itemized statement of appropriations recommended for current expenses, and for capital improvements, during the next fiscal year; with comparative statements of appropriations and estimated expenditures for the current fiscal year and actual appropriations and expenditures for the immediate preceding fiscal year.</p> <p>(3) An itemized statement of estimated revenues from all sources, other than taxation, for the next fiscal year; and comparative figures of tax and other sources of revenue for the current and immediate preceding fiscal years.</p> <p>(4) A capital budget for the next five fiscal years, showing anticipated capital expenditures, financing, and tax requirements.</p> |               |

**Commented [GD142]:** DR: typical for Manager to submit budget; not typical to put timeframe or date in charter. Recommend: "Shall prepare and submit budget to Selectboard for review and adoption prior to annual meeting"

Important to require town budget. Subsections about details, components, dates etc. not necessary for charter

**Commented [GD143]:** Redundant with 1201

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| <p>(5) Such other information as may be required by the Selectboard.</p>  | <p>(5) Such other information as may be required by the Selectboard.</p>  |               |
| <p>§ 1003 Governing Body’s action on the budget</p> <p>The Selectboard shall review, and approve the recommended budget with or without change. The budget shall be published not later than two weeks after its preliminary adoption by the Selectboard. The Selectboard shall fix the time and place for holding a public hearing for the budget, and shall give a public notice of such hearing.</p>   | <p>§ 1003 Governing Body’s action on the budget</p> <p>The Selectboard shall review, and approve the recommended budget with or without change. The budget shall be published not later than two weeks after its preliminary adoption by the Selectboard. The Selectboard shall fix the time and place for holding a public hearing for the budget, and shall give a public notice of such hearing.</p>   |               |
| <p>§ 1004 Meeting warning and budget</p> <p>(a) The Selectboard shall hold at least one public hearing at least 30 days prior to the annual meeting to present and explain its proposed budget and shall give a public notice of such hearing.</p> <p>(b) The Town Manager shall not less than 15 days prior to the annual meeting print and distribute the Selectboard recommended budget and the final warning of the pending annual meeting.</p> | <p>§ 1004 Meeting warning and budget</p> <p>(c) The Selectboard shall hold at least one public hearing at least 30 days prior to the annual meeting to present and explain its proposed budget and shall give a public notice of such hearing.</p> <p>(d) The Town Manager shall not less than 15 days prior to the annual meeting print and distribute the Selectboard recommended budget and the final warning of the pending annual meeting.</p> |               |
| <p>§ 1005 Appropriation &amp; Transfers</p> <p>(a) From the effective date of the budget, the amounts stated therein,</p>   | <p>§ 1005 Appropriation &amp; Transfers</p> <p>(a) From the effective date of the budget, the amounts stated therein,</p>   |               |

**Commented [GD144]:** AW: redundant with 1004a

**Commented [GD38]:** Trustees: consider “... not less than one public hearing ...”

**Commented [GD145]:** AW: need to specify annual report somewhere?

**Commented [GD146]:** Section redundant with 1003

**Commented [GD147]:** AW: can we use language that does not REQUIRE print and distribute; mail postcards, or find other way to “make available”

**Commented [GD148R147]:** DR: The Town “... shall make available ...”

| TRUSTEES  | SELECTBOARD   | DETERMINATION |
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| <p>as approved by the voters, become appropriated to the several agencies and purposes therein named.</p> <p>(b) The manager may at any time transfer an unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the manager, the Selectboard may, by resolution, transfer any unencumbered appropriation balance or portion thereof within the <b>Selectboard budget</b> from one department, office or agency to another. Notwithstanding the above, no unexpended balance in any appropriation not included in the Selectboard budget shall be <b>transferred</b> or used for any other purpose.</p> | <p>as approved by the voters, become appropriated to the several agencies and purposes therein named.</p> <p>(b) The manager may at any time transfer an unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the manager, the Selectboard may, by resolution, transfer any unencumbered appropriation balance or portion thereof within the Selectboard budget from one department, office or agency to another. Notwithstanding the above, no unexpended balance in any appropriation not included in the Selectboard budget shall be transferred or used for any other purpose.</p> |               |
| <p>§ 1006 Amount to be raised by taxation</p> <p>Upon passage of the budget by the voters, the amounts stated therein as the amount to be raised by taxes shall constitute a determination of the amount of the levy for the purposes of the Town in the corresponding tax year, and the Selectboard shall levy such taxes on the grand list as prepared by</p>   | <p>§ 1006 Amount to be raised by taxation</p> <p>Upon passage of the budget by the voters, the amounts stated therein as the amount to be raised by taxes shall constitute a determination of the amount of the levy for the purposes of the Town in the corresponding tax year, and the Selectboard shall levy such taxes on the grand list as prepared by</p>   |               |

**Commented [GD39]:** AB: for Dan Richardson – is this different from budget approved by voters?

**Commented [GD40]:** AB: For Dan – does this include enterprise funds, etc.?



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| <p>the assessor for the corresponding tax year.</p> <p><b>Subchapter 11: Taxation</b></p> <p>§ 1101 Taxes on real and personal property</p> <p>Taxes on real and personal property shall be paid in two equal payments, with one-half of the annual tax bill for each taxpayer due and payable no later than September 15 and March 15, or in the case of a weekend, the next business day, of each fiscal year or pursuant to such other schedule as the Selectboard may adopt by resolution, bylaw or ordinance.</p> | <p>the assessor for the corresponding tax year.</p> <p><b>Subchapter 11: Taxation</b></p> <p>§ 1101 Taxes on real and <b>personal property</b></p> <p>Taxes on real and personal property shall be paid in two equal payments, with one-half of the annual tax bill for each taxpayer due and payable no later than September 15 and March 15, or in the case of a weekend, the next business day, of each fiscal year or pursuant to such other schedule as the Selectboard may adopt by resolution, bylaw or ordinance.</p> |               |
| <p><b>§ 1102 Penalty</b></p> <p>(a) An additional charge of eight percent shall be added to any tax not paid on or before the dates specified in section § 1101 of this charter, and interest as authorized by Vermont statutes.</p> <p>(b) The Selectboard shall have the authority to waive penalty on late payments in the case of natural disaster, pandemic, or economic downturns at their discretion.</p>   | <p><b>§ 1102 Penalty</b></p> <p>(a) An additional charge of <b>eight percent</b> shall be added to any tax not paid on or before the dates specified in section § 1101 of this charter, and interest as authorized by Vermont statutes.</p> <p>(b) The <b>Selectboard shall have the authority to waive penalty on late payments</b> in the case of natural disaster, pandemic, or economic downturns at their discretion.</p>  |               |
| <p>§ 1103 Assessment and taxation agreement</p>  | <p>§ 1103 Assessment and taxation agreement</p>   |               |

**Commented [GD149]:** AW: clarify what 'personal property' means, and if it's needed

**Commented [GD150R149]:** DR: some municipalities tax business property. Will do more research.

Can remove this section about personal property. Need to keep tax payment schedule, can keep flexible with something like 'must be paid in equal installments on dates set by Selectboard in ordinance,' or 'any tax from grand list due and payable as Selectboard defines in ordinance'

May want to add notice provision about sending notice no less than 30 days before taxes are due

**Commented [GD41]:** Trustees: Can this come out, be addressed by policy instead of in charter?

**Commented [GD151]:** AW: need to be explicit about what which taxes we're penalizing (e.g., school taxes, village taxes)? Or is that authority elsewhere in charter?

**Commented [GD152R151]:** DR: penalty applied to all property taxes collected by Town

Will check on penalty specifics, and options

**Commented [GD153]:** ET/GD: for discussion; still need penalty to discourage people from not paying

**Commented [GD154]:** AW: does this take power from BCA? Can that legally be done?

**Commented [GD155R154]:** DR: don't recommend putting SB in that position, but this way is limited to specific issues; waive for everyone, not individuals. Also have option to change date

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| <p>Notwithstanding section § 904 of this charter and the requirements of the general laws of the State of Vermont, the Selectboard are hereby authorized and empowered to negotiate and execute assessment and taxation agreements between the <u>Town</u> and a taxpayer or taxpayers within the Town of Essex consistent with applicable requirements of the Vermont Constitution.</p> <p><b>Subchapter 12: Capital improvements</b></p> <p>§ 1201 Capital programs</p> <p>(a) The Manager shall prepare and submit to the Selectboard a five-year capital program at least three months prior to the final date for submission of the budget.</p> <p>(b) Contents. The capital program shall include:</p> <ol style="list-style-type: none"> <li>1. A clear general summary of its contents;</li> <li>2. A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the</li> </ol> | <p>Notwithstanding section § 904 of this charter and the requirements of the general laws of the State of Vermont, the Selectboard are hereby authorized and empowered to negotiate and execute assessment and taxation agreements between the <u>Town</u> and a taxpayer or taxpayers within the Town of Essex consistent with applicable requirements of the Vermont Constitution.</p> <p><b>Subchapter 12: Capital improvements</b></p> <p>§ 1201 Capital programs</p> <p>(a) The Manager shall prepare and submit to the Selectboard a five-year capital program at least three months prior to the final date for submission of the budget.</p> <p>(b) Contents. The capital program shall include:</p> <ol style="list-style-type: none"> <li>1. A clear general summary of its contents;</li> <li>2. A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the</li> </ol> |               |

Commented [GD156]: AW: redundant with 1002(4)

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| <p>necessity for such improvements;</p> <p>3. Cost estimates, method of financing, and recommended time schedules for each such improvement; and</p> <p>4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.</p> <p>The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.</p> <p><b>Subchapter 13: Amendment of Charter and Initiatives</b></p> <p>§ 1301 Laws governing</p> <p>This charter may be amended in accordance with the procedure provided for by state statutes for amendment of municipal charters.</p> <p><b>Subchapter 14: General</b></p> <p>§ 1401 Savings clause</p> <p>Repeal or modification of this charter shall not affect the validity of</p> | <p>necessity for such improvements;</p> <p>3. Cost estimates, method of financing, and recommended time schedules for each such improvement; and</p> <p>4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.</p> <p>The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.</p> <p><b>Subchapter 13: Amendment of Charter and Initiatives</b></p> <p>§ 1301 Laws governing</p> <p>This charter may be amended in accordance with the procedure provided for by state statutes for amendment of municipal charters.</p> <p><b>Subchapter 14: General</b></p> <p>§ 1401 Savings clause</p> <p>Repeal or modification of this charter shall not affect of validity of</p> |               |

| TRUSTEES  | SELECTBOARD  | DETERMINATION |
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| <p>previously enacted ordinance, resolution, or bylaw.</p> <p>§ 1402 Separability of provisions</p> <p>The provisions of this charter are declared to be severable. If any provisions of this charter are for any reason invalid, such invalidity shall not affect the remaining provisions, which can be given effect without the invalid provision.</p>   | <p>previously enacted ordinance, resolution, or bylaw.</p> <p>§ 1402 Separability of provisions</p> <p>The provisions of this charter are declared to be severable. If any provisions of this charter are for any reason invalid, such invalidity shall not affect the remaining provisions, which can be given effect without the invalid provision.</p>  |               |
| <p>ADDITIONAL TRUSTEE COMMENTS</p> <ul style="list-style-type: none"> <li>Consider recall provision for elected officials; see charters provided by Andrew Brown for examples</li> <li>Want to discuss local options tax; 2006 charter had local option tax built in; may not want to include in merger charter (Dan Richardson has advised against it; ET – consider after merger vote); Trustees generally think not worth including in this charter vote, but needs to be discussed</li> </ul> | <p>ADDITIONAL COMMENTS (AW):</p> <p>list of things that are in the current charter but are missing from the proposed new one.</p> <p>103a: This section was copied to section 203a of proposed charter with this clause at the end deleted, “and impose penalties for the violation thereof.”</p> <p>Why was this clause dropped?</p> <p><i>103. Powers of the Town</i></p> <p><i>(a) The Town shall have all of the powers granted to towns and municipal corporations by the Constitution and laws of this State; it may enact ordinances,</i></p> |               |

Commented [GD157]: DR will look into language

| TRUSTEES | SELECTBOARD   | DETERMINATION |
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|          | <p><i>bylaws, and regulations not inconsistent with the Constitution and laws of the State of Vermont or with this charter, and impose penalties for the violation thereof.</i></p> <p>103b: The last sentence about condemnation was dropped in proposed charter section 203b. Why was it dropped?<br/> <i>(b) The Town may acquire property within or without its corporate limits for any town purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise or lease, and may sell, lease, mortgage, hold, manage, and control such property as its interests may acquire. The Town may further acquire property within its corporate limits by condemnation where granted to towns by the statutes of the State of Vermont.</i></p> <p>103c: Dropped from proposed charter. Why? Empowers SB to establish departments.<br/> <i>(c) The Town may establish and maintain departments or divisions, as deemed appropriate by the Board of Selectmen for the efficient maintenance and operation of Town affairs, to include, by way of illustration and not by way of limitation, police, fire, water, and public works departments.</i></p> <p>109: There is no reference to an Annual Report in the proposed charter. Why was this dropped?<br/> <i>109. Annual Town report<br/>                     The annual Town report shall be distributed to the legal voters of the Town not later than 10 days prior to the annual meeting.</i></p> |               |

| TRUSTEES | SELECTBOARD  | DETERMINATION |
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|          | <p>201: This section was dropped from proposed charter. The proposed charter has no reference to electing a moderator.</p> <p><i>201. Officers generally<br/>The elected officers of the Town of Essex shall be: selectmen and Moderator. These officers shall have all the powers and duties necessary to carry out the provisions of this charter as well as those provided by law. The terms of the officers shall commence on the first day of the month following the month of election.</i></p> <p>202c: Dropped from proposed charter. Limits SB election to two seats except in the case of a vacancy. Why was this dropped?</p> <p><i>202. Selectmen - Number, terms of office, election<br/>(c) Unless necessary to fill a vacancy, no more than two selectmen shall be elected at any annual meeting. Notwithstanding, the terms of the presently elected selectmen shall not be modified by this section.</i></p> <p>203c: Says “incapacity shall include the failure by any member to attend at least 50 percent of the meetings of the board in any calendar year.” This was dropped from the proposed charter and removes the ability to replace an absent SB member.</p> <p><i>203. Organization<br/>(c) In the event of death, resignation, or incapacity of any selectmen, the remaining members of the Board may appoint a person eligible to fill that position. At the next annual meeting, the vacancy shall be filled by serving the remaining balance of</i></p> |               |

| TRUSTEES | SELECTBOARD   | DETERMINATION |
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|          | <p><i>the term. Incapacity shall include the failure by any member of the Board to attend at least 50 per cent of the meetings of the Board in any calendar year. In the event the Board is unable to agree upon an interim replacement until the next annual Town meeting, a special election shall be held forthwith to fill the position.</i></p> <p>205: Dropped from proposed charter. Why? NOTE: The proposed charter specifies that a SB clerk will be elected but defines no duties for them. Dropping section 205 removes those duties specified in the current charter.</p> <p><i>205. Record of proceedings</i><br/> <i>(a) An official record of the proceedings of the Board of Selectmen shall be kept by its Clerk, who need not be a member of the Board of Selectmen, which shall be kept in the office of the Town Clerk and shall be open for public inspection. The Town Clerk shall keep official record of the proceedings of all special and annual Town meetings.</i><br/> <i>(b) The minutes of each meetings shall be approved by the Board at its next meeting and the official copy authenticated by the signature of the Clerk of the Board.</i></p> <p>303: This section was dropped from the proposed charter. This removes the clause about budget adjustments. Do we want to give up this power?</p> <p><i>303. Budget</i><br/> <i>An annual budget shall be adopted at Town meeting by the vote of a majority of those eligible to vote present at the meeting. If, after the total budget has been appropriated, the selectmen find additional</i></p> |               |

| TRUSTEES | SELECTBOARD  | DETERMINATION |
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|          | <p><i>appropriations necessary, the appropriations shall be made and reported at the next Town meeting as a specific item. The appropriations shall only be made in special circumstances or situations of an emergency nature. No specific explanation need be given for any normal annual operating expense in any office, department, or agency which may be increased over the budget amount by an amount not more than 10 percent of the office's, department's, or agency's budget.</i></p> <p>Sections 304 and 305 are dropped from the proposed charter. This removes explicit resident ability to petition ordinance changes. I don't think we should drop these sections.</p> <p><i>304. Rescission of ordinances<br/>All ordinances shall be subject to rescission by a special or annual Town meeting, as follows: If, within 44 days after final passage by the selectmen of any such ordinance, a petition signed by voters of the Town not less in number than five percent of the qualified voters of the municipality is filed with the Town Clerk requesting its reference to a special or annual Town meeting, the selectmen shall fix the time and place of the meeting, which shall be within 60 days after the filing of the petition, and notice thereof shall be given in the manner provided by law in the calling of a special or annual Town meeting. Voting shall be by Australian ballot. An ordinance so referred shall remain in effect upon the conclusion of the meeting unless a majority of those present and voting against the ordinance at the</i></p> |               |



| TRUSTEES | SELECTBOARD  | DETERMINATION |
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|          | <p><i>special or annual Town meeting exceeds five percent in number of the qualified voters of the municipality.</i></p> <p><i>305. Petition for enactment of ordinance; special meeting</i><br/> <i>(a) Subject to the provisions of section 304 of this Charter, voters of the Town may at any time petition in the same manner as in section 304 for the enactment of any proposed lawful ordinance by filing the petition, including the text of the ordinance, with the Town Clerk. The selectmen shall call a special Town meeting (or include the ordinance as annual meeting business) to be held within 60 days of the date of the filing, unless prior to the meeting the ordinance shall be enacted by the selectmen. The warning for the meeting shall state the proposed ordinance in full or in concise summary and shall provide for an Australian ballot vote as to its enactment. The ordinance shall take effect on the 10th day after the conclusion of the meeting provided that voters as qualified in section 304, constituting a majority of those voting thereon, shall have voted in the affirmative.</i><br/> <i>(b) The proposed ordinance shall be examined by the Town Attorney before being submitted to the special Town meeting. The Town Attorney is authorized subject to the approval of the selectmen, to correct the ordinance so as to avoid repetitions, illegalities, and unconstitutional provisions and to ensure accuracy in its text and references and clearness and preciseness in its</i></p> |               |

| TRUSTEES | SELECTBOARD  | DETERMINATION |
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|          | <p><i>phraseology, but the Town Attorney shall not materially change its meaning and effect.</i></p> <p><i>(c) The provisions of this section shall not apply to any appointments of officers, members of commissions, or boards made by the selectmen or to the appointment or designation of selectmen, or to rules governing the procedure of the selectmen.</i></p> <p>503: References personal business property. What is this?</p> <p><i>503. Appraisal of business personal property for tax purposes</i><br/> <i>Appraisal of business personal property shall be in accordance with the provisions of 32 V.S.A. § 3618, as the same may from time to time be amended provided that all business personal property acquired by a taxpayer after September 30, 1995 shall be exempt from tax.</i></p> <p>602: This section was dropped from the proposed charter. Explicitly lists officers that are appointed by the Manager. Are we giving up Manager powers by not being specific? NOTE: Town Treasurer is not mentioned anywhere in the proposed charter. Is this a problem?</p> <p><i>602. Officials appointed by Manager</i><br/> <i>The Town Manager shall appoint with the approval of the selectmen: Town Clerk, Town Treasurer, Assistant Town Clerk, constables, Grand Juror, Director of Public Works, Police Chief, a Town Agent if the Town Attorney is not a resident of the Town of Essex, cemetery commissioners, Health Officer, fire wardens, Zoning</i></p> |               |

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|          | <p><i>Administrator, and if needed, the Town Manager may appoint fence viewers, Inspector of Lumber and Shingles, and any other officer which the selectmen of a Town are authorized to appoint if the selectmen have not filled the office. The terms of the appointed officials shall commence on the first day of April following appointment. Appointments to fill a vacancy in an office shall be effective at the time of appointment and shall run for the unexpired period of the term. (Amended 1999, No. M-1, eff. Jan. 1, 1999.)</i></p> <p>901: This section is dropped which removes our employment non-discrimination clause. The word discrimination does not appear anywhere in the new proposed charter. We are losing something important here especially given today's environment.</p> <p><i>901. Appointment and removal<br/>All Town employees not elected by the voters shall be appointed, supervised, and removed by the Town Manager unless otherwise specified by this charter. There shall be no discrimination in employment on account of race, religion, sex, or political opinions. Appointments, lay-offs, suspensions, promotions, demotions, and removals shall be made primarily on the basis of training, experience, fitness, and performance of duties, in such manner as to insure that the responsible administrative officer may secure efficient service.</i></p> <p><b><u>FINAL SELECTBOARD COMMENTS</u></b><br/>EH: need conversation with Trustees re:</p> |               |

| TRUSTEES | SELECTBOARD  | DETERMINATION |
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|          | <p>Sidewalk district<br/>Taxation timeframe<br/>Capital district</p> <p>Big concerns?</p> <ul style="list-style-type: none"><li>- PM – no, all addressed tonight</li><li>- AW – nothing to keep going forward; reservations of whether it will pass</li><li>- VF – reservation over district neutral language; no other deal breakers</li><li>- DHF – concern over desire to merge, but Village desire to have separate taxation and districts for so many years. Some things remaining separate; if merge, merge everything</li></ul> |               |

## TOWN OF ESSEX

### PREAMBLE

The inhabitants of the Town of Essex, including the historical, unincorporated Village of Essex Junction, are a corporate and political body under the name of "Town of Essex" As such, inhabitants enjoy all rights, immunities, powers, and privileges and are subject to all the duties and liabilities now appertaining to or incumbent upon them as a municipal corporation.

### Subchapter 1: Transitional Provisions

#### § 101 Adoption of town and village assets and liabilities

- (a) All assets and obligations formerly owned or held by the Town and Village shall become the assets and obligations of the new Town of Essex upon the effective date of the charter. This shall include all real property, easements, rights and interests in land, buildings and other improvements; vehicles, equipment, and other personal property; assessed but uncollected taxes, rents and charges, together with lien rights and enforcement powers; moneys, rights of action in legal or administrative proceedings; insurance policies; documents and records; debts, claims, bonded indebtedness; without any further act, deed, or instrument being necessary.
- (b) All contracts, agreements, trusts, and other binding written documents affecting the Town or Village shall remain in effect on the effective date of the charter, and the new Town of Essex shall assume all the responsibilities formerly belonging to the Town and Village unless otherwise specified. Pursuant to § 104, the unincorporated Village shall become a debt assessment district until the Village’s residual bond debt is retired.

#### § 102 Transition Period

The transition periods shall begin not later than July 1, following the approval of the charter by the Legislature, and end ~~on June 30, 20~~ as specified below for individual transition periods. At the end of the transition period, the charter will become effective and the new Town of Essex shall be fully established and organized. Nothing in this section shall affect or limit other provisions in this subchapter or in other subchapters, which serve a transitional purpose and which by their own provisions continue beyond the transitional period. In such cases, transitional provisions intended to extend beyond the transitional period shall be governed by specific sunset terms.

#### § 103 Organizational Municipal Meeting

The first annual Town meeting shall occur on the same date as the Essex Westford School District preceding the July 1 effective date of the charter. This shall be a unified

**Commented [GD1]:** AB: TBD  
ET: upon approval of State Legislature

DR: may not want to frame this way. Once new charter passes, it is new charter and town is fully established. You're creating a tax adjustment period. Once passed, you are unified Town of Essex, with provisions (eg taxes) that make change come over. Should be no delay in 'new town.'

Transitions: taxes, governing body, etc.

\*\* DR to draft transitional budget language

**Commented [GD2]:** DR: charter becomes effective upon passage

**Commented [GD3]:** DR: organizational meeting needs to happen when new town forms. If old boards become new board, need to start acting as new board as soon as possible  
\*\* DR to draft language

**Commented [GD4]:** DR: consider timing of Legislature approval. Consider trigger of when charter becomes effective

meeting of the new municipality and shall be noticed and warned to all residents of the Town of Essex and unincorporated Village of Essex Junction. This meeting shall be for the purpose of presenting and discussing the budget only. Other (new Town) business may also be presented and discussed but not voted on. After presentation and discussion of the budget and any other business the meeting shall adjourn. Voting on the budget shall be by Australian ballot and shall occur on the same day as the budget vote for the Essex-Westford School District. Voting for new Essex Town elected officers shall also occur at this time. Time and holding of the meeting shall be pursuant to Subchapter 5 of the Town charter. The first annual Town meeting shall be jointly warned by the Village Trustees and Town Selectboard. The election of a moderator shall be the first order of business.

§ 104 **Transitional Districts**

**Transitional district rates shall be set by the new Town Selectboard.**

- (a) For a transitional period commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Debt Assessment District for the purpose of retiring the Village’s residual bonded debt in existence before the transitional period. This residual debt is scheduled to retire in FY 2035.
- (b) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Tax Reconciliation District for the purpose of transferring the cost of the Village’s municipal operations into the Town’s operational budget.
- (c) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Sidewalk District for the purpose of levying a special tax on properties within the Village for the purpose of maintaining the Village’s sidewalks, including snow removal and routine maintenance, but not capital repairs, in accordance with its previous sidewalk maintenance procedures prior to the merger.
- (d) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Capital Improvement District for the purpose of levying a special tax on properties within the Village for the purpose of paying for Village capital infrastructure projects on the Village’s Capital Reserve Plan prior to the merger. The Capital Improvement District is not required to complete all projects in the plan prior to the end of the transitional period and the

**Commented [GD5]:** DR: make sure there are clear dates for each district to sunset

**Commented [GD6]:** Trustees: would like dialogue on tax rates for certain areas and/or reasons within the community

**Commented [GD7]:** DR: need language that allows board to change boundaries of sidewalk district; otherwise requires a charter change

**Commented [GD8]:** Trustees: consider rewording to allow potential to expand sidewalk district; Village needs to ensure sidewalk maintenance for safety

(new governing board) shall designate in their proposed budgets which projects are to be completed in each new fiscal year of the transitional period.

(e) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the Village Center Zone, as designated in the Essex Junction zoning plan, shall be designated as a Downtown Improvement District for the purpose of continuing the Village’s downtown revitalization efforts as outlined in the Village’s municipal plan. The new Town of Essex shall levy a special tax on commercial properties within the District at a rate up to but not to exceed an additional \$0.01 on the community-wide tax rate in each fiscal year to pay for infrastructure improvements, landscaping improvements and maintenance, and real estate purchases within the District in accordance with the revitalization objectives in the municipal plan.

§ 105 Interim Governing Body

(a) For the transition period described in paragraph § 102 following the approval of the charter by the Legislature, all members of the former Town Selectboard and Village Trustees shall comprise an Interim Governing Body. In no event shall the Interim Governing Body consist of less than three trustees and three selectpersons. ~~If one or two member(s) of one board resign(s) during the transition period, an equal number of members shall resign from the other board. In the event of a resignation, the remaining members of the board on which the resignation occurred shall appoint a replacement chosen from the registered voters in the communities over which they have jurisdiction. E. Each board shall designate its own process for determining such resignations with a preference for retaining selectpersons who reside outside the Village.~~ The Interim Governing Body shall, schedule, warn, and hold meetings as appropriate. The *(former?)* selectpersons shall address details and issues relating to expenditures in the Essex Town budget approved by voters for the fiscal year of the transitional period. The *(former?)* trustees shall address details and issues relating to expenditures in the Essex Junction budget approved by voters for the fiscal year of the transitional period. The selectpersons and trustees shall address all details and issues relating to the transition from a town and village to the new Town of Essex jointly. The Interim Governing Body with the assistance of the Unified Manager shall develop recommendations for whatever proposals or policies are needed to ensure a smooth transition. The new Town of Essex Selectboard may implement such proposals once the charter becomes effective.

~~(a)(b) ????????~~ In the event of a vacancy that results in less than three members of the former Town Selectboard or less than three members of the former Village Trustees, all remaining members shall vote to appoint a member from the district with a vacancy in a manner pursuant to § 304.???????

**Commented [GD9]:** Trustees: Need Dan Richardson to weigh in on how duly elected officials retain (or do not retain) their seats until new board takes effect

DR: interim board will govern until time of new election. July 1 (or start date of new community) until next election. Charter authorizing old seat is gone, ends when new charter takes effect. Recommend not using districts for interim governing body. Have clean slate elections for new board in July or August, or appropriate time (summer election may see low turnout)

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**Commented [gt10]:** This must come out. Elected board members cannot be summarily removed like this.

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**Commented [gt11]:** This needs to come out. If any Essex citizen can serve on the selectboard now, what would be the legal argument for discriminating against village residents during the transition period?

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**Commented [gt12]:** This is similar to the italicized recommended sentence above. Only need to keep in one. For me the question is the legality of all board members choosing a replacement vs board members on the board on which the resignation occurred.

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(c) The Interim Governing Body will also, with the assistance of the Unified Manager and staff, propose and warn in the manner pursuant to this charter, the first annual budget of the new Town of Essex for consideration by the voters at the first annual meeting held pursuant to § 103. This meeting shall be informational only. Voting for the budget shall occur on the same day as voting for the Essex-Westford School District budget pursuant to § 103.

~~(b)~~(d) The Interim Governing Body shall become the new Town Selectboard, pursuant to § 106, upon passage of first annual budget. All members of the new Town Selectboard shall serve for the duration of the terms for which they were originally elected as village trustees or town selectmen. For the next two election cycles the new Town Selectboard, with the assistance of the manager, shall propose and warn annual elections as necessary to achieve the new Town Selectboard structure and ward delineations pursuant to § 106. This could include elections exclusively for eligible residents in Ward 2, pursuant to § 106 (b), in the event that two or more members of the newly formed new Town Selectboard reside within Ward 1.

§ 106 Town Selectboard

~~(a) There shall be a Town Selectboard consisting of six members.~~ There shall be a Town Selectboard consisting of seven members.

(b) Three members shall reside within the boundaries of the former incorporated Village of Essex Junction to be elected by the qualified voters within the boundaries of the former incorporated Village of Essex Junction. This area will become known as Ward 1. Boundary adjustments will be made over time as necessary pursuant to § 301. Three members shall reside within the boundaries of the Town of Essex exclusive of the former Village of Essex Junction to be elected by the qualified voters of the Town of Essex exclusive of the former Village of Essex Junction. This area will become known as Ward 2. Boundary adjustments will be made over time as necessary pursuant to § 301. One member shall reside in either Ward 1 or Ward 2 to be elected by the combined votes of the qualified voters in Ward 1 and Ward 2.

(c) The term of office of a Town Selectperson shall be three years and terms shall be staggered. ~~For the first election cycle six people will be elected. One seat for each ward will be for three years; one seat for each ward will be for two years; one seat for each ward will be for one year. After that, every seat shall be a three year term.~~

(d) Within three years after the first election of the six-member Selectboard, the Selectboard shall appoint a special commission to study the composition of voting wards within the Town of Essex, including the former incorporated Village of Essex Junction, and, having regard to an equal division of population and other

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Commented [GD13]: See comments from DR: members will only serve until first election of new town; old charter governing the previous elections will no longer be in effect

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Commented [gt14]: One possible option, in the event of a 2 or greater majority of village residents is to hold special elections for TOV residents to achieve a better balance of ward 1 and ward 2 representatives.

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Commented [GD15]: DR: need odd number to break tie. See letter from Gov Ops

Commented [gt16]: Not unless we want the Gov Ops committee to either amend to a 7-member board or send the whole thing back to us.

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Commented [GD17]: Trustees/Evan: get opinion from Dan Richardson on whether to put forth 6-member Selectboard and, if so, need tie breaker option. Trustees want merger to pass, but prefer odd number of members.

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Commented [gt18]: This all needs to come out. It's my understanding that all trustees and selectmen with more than one year left in office at the time of the passage of the merger must be allowed to serve out their terms on the new selectboard. If true, then the new selectboard could have 8 members and five or more could be from the village. Therefore it could take 2 election cycles to achieve the 3-3-1 structure.



considerations deemed proper, recommend changes to the boundaries by which members of the Selectboard are elected.

§ 107 Budget and Municipality Administration

Following the approval of the charter by the Legislature pursuant to § 103 and § 105, the Manager will propose a unified budget for the community for the next fiscal year that addresses proper service levels, contractual obligations, capital projects, debt, and that reflects any changes related to the merger.

Commented [GD19]: AB: is this comment necessary?  
DR: fine to keep

§ 108 Village and Town Department Transitional Provisions

(a) For a transitional period of 5 years commencing from the July 1 effective date of the charter, the manager, with the advice and consent of the new Town of Essex selectboard shall integrate the fire departments, community development and planning offices, parks and recreation offices, and any other town and village municipal services and operations, with special provisions and considerations outlined below.

(b) The Town of Essex shall continue to operate the former Essex Junction Fire Department and Essex Town Fire Department, and each department shall have a chief appointed by the manager. At the manager’s discretion, one person may be appointed chief for both departments. During the transitional period, pursuant to § 105, the Interim Governing Body may review options for integrating the operations of the two departments for the purpose of improving efficiency and service levels and with a preference for retaining the historic identities of the two departments and for the predominant level of service remain “paid on call.”

(c) During the five-year transitional period the manager shall integrate and reorganize the town and village recreation and parks departments and the manager shall appoint a department head.

(d) During the five-year transitional period the manager shall integrate and reorganize the town and village community development and planning departments, and the manager shall appoint a department head.

Commented [GD20]: AT: keep option open for volunteers to serve on one committee or the other; b

Commented [GD21]: DR: Village has designated downtown; helps with incentives for development

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§ 109 Planning and Zoning Development

(a) On the effective date of this charter, the former Town plan and Village plan, and the former Town zoning bylaws and subdivision regulations, and the Village’s zoning bylaws and Land Development Code (land development code) shall remain in effect in their respective former geographic areas until amended or revised by the new Town Selectboard upon recommendation by the merged Planning Commission and in conjunction with the Chittenden County Regional

~~Planning Commission and pursuant to 24 VSA 4350(a), a comprehensive re-write is presented by the merged Planning Commission and adopted by the new Town Selectboard.~~

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(b) Prior to the effective date of the charter, the Town Selectboard shall appoint three members of the then current town planning commission and the Village Trustees shall appoint three members of the then current village planning commission to serve on the new Town planning commission. ~~Each shall appoint one member for a one-year term, one member for a two-year term and one member for a three-year term. The duration of the first terms shall be staggered so as to establish ongoing, staggered three-year appointment schedules.~~ The new Town Selectboard shall choose a seventh member for a four-year term, once it has organized.

Commented [GD22]: (a) Use language from section (c) re: Prior to the effective date of the charter, the Town Selectboard shall appoint three members and the Village Trustees shall appoint three members to serve on the Development Review Board. The duration of the first terms shall be staggered so as to establish ongoing, staggered three-year appointment schedules. The new Town Selectboard shall choose a fifth member for a three-year term, once it has organized.  
To create flexibility of appointment

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~~(c) Prior to the effective date of the charter, the Town Selectboard shall appoint two members of the then current town zoning board of adjustment and the Village Trustees shall appoint two members of the then current village zoning board of adjustment to serve on the Development Review Board. Each shall appoint one member for a one-year term and one member for a two-year term. The new Town Selectboard shall choose a fifth member for a three-year term, once it has organized. Prior to the effective date of the charter, the Town Selectboard shall appoint three members and the Village Trustees shall appoint three members to serve on the Development Review Board. The duration of the first terms shall be staggered so as to establish ongoing, staggered three-year appointment schedules. The new Town Selectboard shall choose a fifth member for a three-year term, once it has organized.~~  
(e)

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Commented [GD23]: DR: legislature seems to prefer DRB over ZBA.

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§ 110 Unification and Adoption of Ordinances, bylaws, and rules

On the effective date of this charter, all ordinances, and bylaws of the Town of Essex and the Village of Essex Junction shall become ordinances and bylaws of the new Town of Essex. The new Town of Essex Selectboard shall be fully authorized to amend or repeal any ordinance according to the provisions of subchapter 6 of the charter. Whenever a power is granted by any such ordinance, or bylaw to an officer or officers of the Town of Essex or the Village of Essex Junction, such power is conferred upon the appropriate officer or officers of the new Town of Essex.

§ 111 Personnel

(a) Pursuant to § 105, the Interim Governing Body established in § 105 shall develop a pay and classification plan and make recommendations to meet the Town's needs.

The new-Town of Essex selectboard may implement such proposals once the charter becomes effective.

- (b) The Town of Essex personnel regulations in effect as of 6/30/\_\_\_ shall carry over and control as of July 1, 20\_\_ until amended by the new Town of Essex selectboard.
- (c) Employees of the Town of Essex and the Village of Essex Junction shall become employees of the new Town of Essex. The dates of hire with the Town of Essex and the Village of Essex Junction will be used as the dates of hire for purposes related to benefits with the new Town of Essex and all accrued benefits shall carry over.
- (d) Upon the effective date of the charter, employees of the Village as of June 30, 20\_\_ shall have the option to remain in the retirement program they are enrolled in as of June 30, 20\_\_ or to join the Vermont Municipal Employees Retirement System.
- (e) All new employees hired after the effective date of the charter will be considered Town of Essex Employees and are subject to the Town Employee Manual and/or their respective labor agreement.

#### § 112 Water and Sewer Districts

Upon the effective date of the charter, there shall be a transitional phase to incorporate the municipal water system(s) and municipal sewer system(s) into one service area district. The one district shall be made up of multiple systems which follow the boundaries of the legacy systems including those operated separately by the Village of Essex Junction and the Town of Essex. Each system will have its own user base consistent with the legacy systems. Costs specific to each system will be charged solely to the user base within the boundaries of that system including capital and debt service costs. Any new costs incurred after the effective date of the charter of the merged municipality attributable to the entire district will be borne by all users. Costs attributable to specific users through a special assessment, surcharge or other contractual arrangement shall continue to be assessed to the specific users until they are paid in full.

#### § 113 Finances

- (a) The existing real property tax system of the town shall become the system of the new Town of Essex. Upon the effective date of the charter, all grand lists will remain in effect and any remaining taxes due to the Village and Town will be payable to the new Town of Essex [keeping all existing due dates](#). The new Town of Essex will manage the existing budget of the Village and Town with oversight by the Interim Governing Body.

(b) All Tax and indebtedness incurred by the Village tax payers at the time of merger are to remain with these properties until final payment of said obligations are made in full.

(c) All existing legal obligations, including but not limited to tax stabilization agreements and any agreements to purchase real property, are to be considered obligations of the new governmental entity.

#### § 114 Terms Extended

The Selectboard and Trustee terms set to expire in 20\_\_ shall be extended without further action necessary, until June 30, 20\_\_. All other elected officials holding office at the time of Legislative approval of the charter shall remain in their seats until new elections occur or until they step down from office.

#### § 115 Transitional Tax Districts and Transitional Tax Provisions.

Transitional tax districts shall be established pursuant to § 104.

**Commented [GD24]:** Trustees: Is this necessary, since referenced above?

#### § 115 Repeals

(a) 24 App. V.S.A. chapters 117 (Town of Essex Charter) and 221 (Village of Essex Junction Charter) are repealed.

**Commented [GD25]:** Ditto

### Subchapter 2: Incorporation and Powers of The Town

#### § 201 Corporate Existence

The inhabitants of the Town of Essex, within the corporate limits as now established, shall be a municipal corporation by the name of the Town of Essex. This municipal corporation is a merger of and a successor to the Town of Essex (24 App. V.S.A. chapter 117 repealed) and the Village of Essex Junction (24 App. V.S.A. chapters 221 repealed).

#### §202 General powers, law

Except as modified by the provisions of this charter, or by any lawful regulation or ordinance of the Town of Essex, all provisions of the statutes of this state applicable to municipal corporations shall apply to the Town of Essex.

#### § 203 Specific Powers

(a) The Town of Essex shall have all the powers granted to towns and municipal corporations by the Constitution and laws of this State together with all the implied

powers necessary to carry into execution all the powers granted; and it may enact ordinances not inconsistent with the Constitution and laws of the State of Vermont or with this charter.

- (b) The Town of Essex may acquire real and personal property within or without its corporate limits for any municipal purpose, including storm water collection and disposal, waste water collection and disposal, solid waste collection and disposal, provision of public water supply, provision of public parks and recreation facilities, provision of municipal facilities for office, fire protection, and police protection, provision of public libraries, provision of public parking areas, provision of sidewalks, bicycle paths, and green strips, provision of public roadways, provision of public view zones and open spaces, and such other purposes as are addressed under the general laws of the State of Vermont. The Town of Essex may acquire such property in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation and may sell, lease, mortgage, hold, manage, and control such property as its interest may require.
- (c) The Town of Essex may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with other Vermont municipalities, the State of Vermont, any one or more subdivisions or agencies of the State, or the United States or any agency thereof.
- (d) The Town of Essex may establish and maintain an electric power system and regulate power line installations; provided, however, that the Town shall have no authority under this charter which conflicts with that authority granted to the Public Utilities Commission or any other state regulatory agency.
- (e) In this charter, mention of a particular power shall not be construed to be exclusive or to restrict the scope of the powers which the Town of Essex would have if the particular power were not mentioned.

#### § 204 Reservation of powers

Nothing in this charter shall be so construed as in any way to limit the powers and functions conferred upon the Town of Essex and the Town Selectboard by general or special enactments in force or effect or hereafter enacted; and the powers and functions conferred by this charter shall be cumulative and in addition to the provisions of such general or special enactments.

#### §205 Form of Government

- (a) The municipal government provided by this chapter shall be known as selectboard-manager form of government. Pursuant to its provisions and subject only to the

limitations imposed by the State Constitution and by this chapter, all powers of the Town of Essex shall be vested in an elective Town Selectboard, which shall enact ordinances, codes, and regulations; adopt budgets; determine policies; and appoint the Town Manager, who shall enforce the laws and ordinances and administer the government of the Town. All powers of the Town shall be exercised in the manner prescribed by this chapter or prescribed by ordinance.

- (b) Voting Districts shall be established pursuant to § 301.

**Commented [GD26]:** Trustees: For Dan: Is this necessary, given subchapter 3?

### Subchapter 3: Voting District and Governance Structure

#### § 301 Voting Wards

**Commented [GD27]:** Trustees: consider language and decide if more clarity or flexibility needed in shifting district boundaries; public hearing process for new boundaries?

- (a) The former incorporated Village of Essex Junction shall be known as Ward 1. Boundary adjustments will be made over time as necessary pursuant to § 301.b. The Town of Essex exclusive of the former Village of Essex Junction shall be known as Ward 2. Boundary adjustments will be made over time as necessary pursuant to § 301.b.
- (b) The Selectboard is empowered to make such changes from time to time, by resolution or ordinance, in the number and boundaries of the wards of the Town as it may deem proper, having regard so far as practicable and convenient, to an equal division of population among them; provided that after the first change so made, such changes shall not be made more than once in five or seven years.

#### § 302 Powers and Duties of Governing body

- (a) The members of the Town of Essex Selectboard shall constitute the legislative body of the Town of Essex for all purposes required by statute, and except as otherwise herein specifically provided shall have all the powers and authority given to, and perform all duties required of town legislative bodies or selectboards under the laws of the State of Vermont.
- (b) Within the limitations of the foregoing, the Town of Essex Selectboard shall have the power to:
  - (1) Appoint and remove a Town Manager and supervise, create, change, and abolish offices, commissions, or departments other than the offices, commissions, or departments established by this charter.
  - (2) Appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this charter.
  - (3) Provide for an independent audit by a certified public accountant.

- (4) Inquire into the conduct of any officer, commission, or department and investigate any and all municipal affairs.
- (5) Exercise every other power which is not specifically set forth herein, but which is granted to selectboards or legislative bodies by the statutes of the state of Vermont.

§ 303 Governing body composition and term of office

- (c) There shall be a Town Selectboard consisting of six members.
- (d) The term of office of a Town Selectperson shall be three years and terms shall be staggered.
- (e) Elected Selectpersons shall represent the [Town and the](#) ward they live in.

§ 304 Vacancy in office

In case of a vacancy of any elected Town official, such vacancy shall be filled by the Town Selectboard until the next annual election. The person then elected shall serve for the remainder of the unexpired term. If more than one vacancy occurs on an elected board at the same time the vacancy shall be filled by a special Town meeting called for that purpose. Separate filing shall be made for such unexpired term.

§305 Election of governing body officers

- (a) At the first meeting following the annual Town meeting, the Selectboard shall organize and elect a chairperson, vice chairperson, and clerk by a majority vote of the entire Selectboard, and shall file a certificate of the election for record in the office of the Town clerk. In the event of a tie vote, the selectperson of the two with the longest most recent contiguous service on the board shall become chair. The same shall go for vice chair and clerk.
- (b) The chairperson of the Selectboard or in the chairperson's absence, the vice chairperson, shall preside at all meetings of the Selectboard and shall be recognized as the head of the Town government for all ceremonial purposes.
- (c) In the event of death, resignation, or incapacitation of any Selectboard member, the remaining members of the Selectboard may appoint a person to fill that position until the next annual election. At the next annual election, the vacancy shall be filled and the person so elected shall serve for the remainder of the term of office. In the event the Selectboard is unable to agree upon an interim replacement until the next annual Town election, a special election shall be held forthwith to fill the position.

**Commented [GD28]:** Trustees: consider striking this passage

§ 306 Compensation

- (a) Compensation paid to the Selectboard members as reimbursement for expenses shall be set by the voters at the annual meeting, with a minimum of \$1,500.00 a year each. Selectboard members compensation must be set forth as a separate item in the annual budget presented to the meeting.
- (b) The Selectboard shall fix the compensation of all officers and employees, except as otherwise provided in this charter.

Commented [GD29]: Current Town Selectboard reimbursement

§ 307 Prohibitions and conflicts of interest

- (a) Holding Other Office. No Selectboard member shall hold any other Town office or employment during the term for which he/she/they was elected to the Selectboard. No former Selectboard member shall hold any compensated appointive municipal office or employment until one year after the expiration of the term for which they were elected to the legislative body.
- (b) Appointments and Removals. Neither the legislative body nor any of its members shall in any manner dictate the appointment or removal of any municipal administrative officers or employees whom the manager or any of his subordinates are empowered to appoint, but the legislative body may express its views and fully and freely discuss with the manager anything pertaining to appointment and removal of such officers and employees.
- (c) Interference with Administration. Except for the purpose of inquiries and investigations under Section 302 (b)(4), the legislative body or its members shall deal with the municipal officers and employees who are subject to the direction and supervision of the manager solely through the manager, and neither the legislative body nor its members shall give orders to any such officer or employee, either publicly or privately.

§ 308 Governing body meetings

As soon as possible after the election of the chairperson and vice chairperson, the Selectboard shall fix the time and place of its regular meetings, and such meetings shall be held at least once a month.

§ 309 Special meetings

Special Town meetings, shall be called in the manner provided by the laws of the State, and the voting on all questions shall be by the Australian ballot system.



§ 310 Procedure

- (a) The Selectboard shall determine its own rules and order of business.
- (b) The presence of four members shall constitute a quorum. Four affirmative votes shall be necessary to take binding Selectboard action. However, in the case of a tie vote on the budget, the Chair of the Planning Commission shall cast a vote to break the tie.
- (c) The Selectboard shall in accordance with Vermont law keep minutes of its proceedings. This journal shall be a public record.
- (d) All meetings of the Selectboard shall be open to the public unless, by an affirmative vote of the majority of the members present, the Selectboard shall vote that any particular session shall be an executive session or deliberative session in accordance with Vermont law.

**Commented [GD30]:** Trustees: Does quorum need to be defined, and if so, is this the right place? Could be good to leave in for clarity.

**Commented [GD31]:** Trustees: Does PC chair need to be at Selectboard meetings? Ann J. was presenting options for tie breakers.  
ET: check with Dan Richardson – does this section need to even be in a charter? Let Roberts Rules apply; or a tie means a vote dies? Consider referencing Roberts Rules in charter.

§ 311 Appointments

The Selectboard shall have the power to appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this charter. The terms of all appointments shall commence on the day after the day of appointment unless the appointment is to fill a vacancy in an office, in which case the term shall commence at the time of appointment.

§ 312 Additional governing body provisions

- (a) No claim for personal services shall be allowed to the officers elected at the annual meeting, except when compensation for such services is provided for under the provisions of this chapter or by the general law. The compensation of all officers and employees of the Town shall be fixed by the Selectboard, except as herein otherwise provided.
- (b) The Selectboard may authorize the sale or lease of any real or personal estate belonging to the Town.

**Subchapter 4 Other Elected Offices**

§ 401 Brownell Library trustees

There shall be a five-member Board of Library Trustees who shall be elected to five-year terms using the Australian ballot system pursuant to § 501. Only qualified voters of the Town of Essex shall be eligible to hold the office of library trustee. The five permanent, self-perpetuating library trustees shall function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925.

## Subchapter 5 Town Meetings

### § 501 Town of Essex Meetings/Elections

- (a) Annual meetings for the election of officers, the voting on the budgets, and any other business included in the warnings for the meetings, shall be on a date established and legally warned by the Selectboard.
- (b) Provisions of the laws of the State of Vermont relating to the qualifications of electors, the manner of voting, the duties of elections officers, and all other particulars respective to preparation for, conducting, and management of elections, so far as they may be applicable, shall govern all municipal elections, and all general and special meetings, except as otherwise provided in this charter.
- (c) The election of officers and the voting on all questions shall be by Australian ballot system. The ballot boxes shall be open ~~for 12 consecutive hours~~ between 6:00 a.m. and 7:00 p.m. as shall be determined and warned by the Selectboard.

**Commented [GD32]:** Trustees: For Dan Richardson – is it possible to codify the mailing of ballots to all residents? For SB – do we want to?

## Subchapter 6 Ordinances

### § 601 Ordinances-Method of adoption and enforcement

- (a) The Selectboard may provide penalties for the breach of any ordinance authorized by general law or this charter; may prosecute any person violating the same through the Town attorney or police officers who for such purposes shall be informing officers; and may maintain actions to restrain actual or threatened violations of the same. The establishment of any fine or penalty shall be by ordinance.
- (b) Ordinance-making authority granted to the Town by this charter and general law shall be exercised pursuant to the provisions of sections § 602 through § 605 of this charter, except for zoning by-laws and/or subdivision regulations which shall be adopted pursuant to 24 V.S.A. Chapter 117, as amended from time to time hereafter.

**Commented [GD33]:** Trustees: For Dan Richardson: Do hours need to be specified? For example, Village changed hours of polls during Covid state of emergency.

**Commented [GD34]:** RC: consider ways to give Selectboard authority to regulate alcohol, tobacco, cannabis; if so, is this the right spot. See St. Johnsbury example

### § 602 Introduction; first and second readings; public hearing

- (a) Every ordinance shall be introduced in writing. The enacting clause of all ordinances shall be "The Selectboard of the Town of Essex hereby ordains. . . ." If the Selectboard passes the proposed ordinance upon first reading, then the Selectboard shall cause it to be published in a newspaper of general circulation in the Town in the form passed, or a concise summary of it, including a statement of purpose, principal provisions, and table of contents or list of section headings, together with a reference to a place within the Town where copies of the full text of the proposed ordinance may be examined, at least once, together with a notice of the time and place when and

where there will be a public hearing to consider the same for final passage. The first such publication shall be at least one week prior to the date of the public hearing. Any published notice shall explain citizens' rights to petition for a vote on the ordinance at an annual or special meeting, pursuant to Vermont Statutes Annotated, Title 24 § 1973, and shall also contain the name, address and telephone number of a person with knowledge of the ordinance who is available to answer questions about it.

- (c) At the time and place so advertised, or at any time and place to which the hearing may from time to time be adjourned, the ordinance shall be introduced, and thereafter, all persons interested shall be given an opportunity to be heard.
- (d) After the hearing, the Selectboard may finally pass the ordinance with or without amendment, except that if the Selectboard makes an amendment, it shall cause the amended ordinance to be published, pursuant to subsection (a) of this section at least once together with a notice of the time and place of a public hearing at which the amended ordinance will be further considered, which publication shall be at least three days prior to the public hearing. At the time so advertised or at any time and place to which the meeting may be adjourned, the amended ordinance shall be introduced, and after the hearing, the Selectboard may finally pass the amended ordinance, or again amend it subject to the same procedures as outlined herein.

§ 603 Effective date

Every ordinance shall become effective upon passage unless otherwise specified.

§ 604 Filing and recording of ordinances

The Town clerk shall prepare and keep in the Town clerk's office a book of ordinances which shall contain each ordinance finally passed by the Selectboard, together with a complete index of the ordinances according to subject matter.

§ 605 Public nuisances

The Selectboard may prosecute and seek damages and injunctive relief to end or mitigate public nuisances.

**Subchapter 7: Town Manager**

§701 Appointment/Hiring of Manager

The Selectboard shall appoint a Town manager under and in accordance with Vermont Statutes Annotated, as amended from time to time hereafter. The Manager shall be

**Commented [GD35]:** Trustees: For Dan Richardson - Why is this section here? Seems out of place.

appointed solely on the basis of his or her executive and administrative qualifications in accordance with the Vermont statutes.

§ 702 Powers of Manager

The Manager shall be the chief administrative officer of the Town of Essex. He or she shall be responsible to the Selectboard for the administration of all Town of Essex affairs placed in his or her charge by or under this charter. He or she shall have the following powers and duties in addition to those powers and duties delegated to municipal managers under the Vermont statutes.

- (1) The Manager shall appoint and, when he or she deems it necessary for the good of the service, suspend or remove all Town of Essex employees, and other employees provided for by or under this charter for cause, except as otherwise provided by law, this charter, or personnel rules adopted pursuant to this charter. He or she may authorize any employee who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that employee's department, office, or agency.
- (2) The Manager shall direct and supervise the administration of all departments, offices, and agencies of the Town of Essex, except as otherwise provided by this charter or by law.
- (3) The Manager shall ~~have the authority to~~ appoint ~~with the advice of the Selectboard~~ the Town attorney.
- (4) The Manager shall attend all Selectboard meetings and shall have the right to take part in discussion and make recommendations but may not vote.
- (5) The Manager shall see that all laws, provisions of this charter, and acts of the Selectboard, subject to enforcement by him or her or by officers subject to his or her direction and supervision, are faithfully executed.
- (6) The Manager shall prepare and submit the annual budget and capital program to the Selectboard.
- (7) The Manager shall submit to the Selectboard and make available to the public a complete report on the finances and administrative activities of the Town of Essex as of the end of each fiscal year.
- (8) The Manager shall make such other reports as the Selectboard may require concerning the operations of Town of Essex departments, offices, and agencies subject to his or her direction and supervision.

- (9) The Manager shall keep the Selectboard fully advised as to the financial condition and future needs of the Town of Essex and make such recommendations to the Selectboard concerning the affairs of the Town of Essex as he or she deems desirable.
- (10) The Manager shall be responsible for the enforcement of all Town of Essex ordinances and laws.
- (11) The Manager may when advisable or proper delegate to subordinate officers and employees of the Town of Essex any duties conferred upon him or her by this charter, the Vermont statutes, or the Selectboard members.
- (12) The Manager shall perform such other duties as are specified in this charter or in State law, or as may be required by the Selectboard.

§ 703 Hearing/Removal Process

- (a) The Selectboard may remove the Manager from office for cause in accordance with the following procedures:
  - 1. The Selectboard shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal and may suspend the Manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered within three days to the Manager.
  - 2. Within five days after a copy of the resolution is delivered to the Manager, he or she may file with the Selectboard a written request for a hearing. Said hearing to be in a public or executive session by choice of the Manager. This hearing shall be held at a special Selectboard meeting not earlier than 15 days nor later than 30 days after the request is filed. The Manager may file with the Selectboard a written reply not later than five days before the hearing.
  - 3. The Selectboard may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of a majority of all its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the Manager, if he or she has not requested a public hearing, or at any time after the public hearing if he or she has requested one.
- (b) The Manager shall continue to receive his or her salary until the effective date of a final resolution of removal.

§ 704 Vacancy in office of manger

The Manager, by letter filed with the Town Clerk, may appoint an officer or employee of the Town to perform his or her duties during his or her ~~temporary absence~~ vacation, incapacitation, or disability. In the event of failure of the Manager to make such designation, the Selectboard may by resolution appoint an officer or employee of the Town to perform the duties of the Manager until he or she shall return or his or her disability shall cease. However, if the Manager has within his or her administration, formed and appointed the position of Assistant Town Manager, said Assistant shall automatically assume the Manager's responsibilities during his or her temporary absence or disability.

### Subchapter 8: Boards and Commissions

#### § 801 Board of Civil Authority

The Board of Civil Authority is comprised of the Town of Essex Selectboard members and Justices of the Peace.

#### § 802 Board of Abatement of Taxes

The board of civil authority shall constitute a board of abatement as provided by law. The board of abatement shall meet and discharge its duties as required by the applicable statutory provisions.

#### § 803 Planning Commission

There shall be a Planning Commission and its powers, obligations and operation shall be under and in accordance with Vermont Statutes Annotated, as they may be amended from time to time hereafter, and members will be appointed by the Town Selectboard for terms of three years from among the qualified voters of the Town. Members of the Commission shall hold no other Town office.

**Commented [GD36]:** GT: want way to ensure development goals of Village Center continue; could have forum, consider Rutland Redevelopment Authority as example  
Dan Richardson – is there a way to get something like a redevelopment authority in a charter?

#### § 804 Development Review Board

A Development Review Board shall be established and its powers, obligations and operation shall be under and in accordance with Vermont Statutes Annotated, as they may be amended from time to time hereafter, and members will be appointed by the Town Selectboard for terms of three years from among the qualified voters of the Town.

**Commented [GD37]:** Trustees: need to decide if we do DRB or ZBA

#### § 805 Brownell Library trustees

There shall be a five-member Board of Library Trustees who shall be elected to five-year terms using the Australian ballot system pursuant to § 501. Only qualified voters of the Town of Essex shall be eligible to hold the office of library trustee. The trustees who are

now in office shall serve until their terms are completed. The library trustees shall establish policy for the operation of the Library and shall otherwise act in conformance with the Vermont statutes. The five permanent, self-perpetuating library trustees shall function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925. The Library shall be required to follow all financial and personnel policies adopted by the Town Selectboard.

**Subchapter 9: Administrative Departments**

*Part I*

§ 901 Personnel administration and benefits

- (a) The Town manager or the Town manager's appointee shall be the personnel director. The Town manager shall maintain personnel rules and regulations protecting the interests of the Town and of the employees. These rules and regulations must be approved by the Selectboard, and shall include the procedure for amending them and for placing them into practice. Each employee shall receive a copy of the rules and regulations when he or she is hired.
- (b) The rules and regulations may deal with the following subjects or with other similar matters of personnel administration: job classification, jobs to be filled, tenure, retirement, pensions, leaves of absence, vacations, holidays, hours and days of work, group insurance, salary plans, rules governing hiring, temporary appointments, lay-off, reinstatement, promotion, transfer, demotion, settlement of disputes, dismissal, probationary periods, permanent or continuing status, in-service training, injury, employee records, and further regulations concerning the hearing of appeals.
- (c) No person in the service of the Town shall either directly or indirectly give, render, pay or receive any service or other valuable thing for or on account of or in connection with any appointment, proposed appointment, promotion or proposed promotion.

*Part II*

§ 902 Department of Real Estate Appraisal

There shall be established a department of real estate appraisal headed by a professionally qualified real estate assessor, who shall be appointed by the manager, ~~with the advice of the Selectboard.~~

§ 903 Appraisal of property

The department of real estate appraisal shall appraise all real and business personal property for the purpose of establishing the grand list. Appraisals shall be reviewed

**Commented [GD38]:** Trustees: For Dan Richardson – which of these sections are needed, if any? Do we have to specify departments?

DR: do need to specify assessor; no default statutes

periodically and kept up to date. Technically qualified individuals or firms may be employed as needed.

§ 904 Appraisal of business personal property for tax purposes

Appraisal of business personal property shall be in accordance with the provisions of Vermont Statutes Annotated, Title 32 § 3618, as the same may from time to time be amended, provided that all business personal property acquired by a taxpayer after September 30, 1995 shall be exempt from tax.

§ 905 Duties of Department

The duties and powers of the department of real estate appraisal shall be the same as those established for listers under the general statutes.

§ 906 Purpose

The purpose of the department of real estate appraisal is to provide for appointment of a qualified real estate assessor rather than the election of listers. The Town shall be governed by, and each taxpayer shall have rights granted by, the applicable statutes concerning real and personal property taxation, appeal therefrom, and other statutes concerning taxation.

**Subchapter 10 Budget Process**

§ 1001 Fiscal year

The fiscal year of the Town shall begin on the first day of July and end on the last day of June of each calendar year. The fiscal year shall constitute the budget and accounting year as used in this charter.

§ 1002 Annual municipal budget

With support from the finance department, the Town Manager shall submit to the Selectboard a budget at least 50 days before annual town meeting or at such previous time as may be directed by the Selectboard. The budget shall contain:

- (1) An estimate of the financial condition of the Town as of the end of the fiscal year.
- (2) An itemized statement of appropriations recommended for current expenses, and for capital improvements, during the next fiscal year; with comparative statements of appropriations and estimated expenditures for the current fiscal year and actual appropriations and expenditures for the immediate preceding fiscal year.



(3) An itemized statement of estimated revenues from all sources, other than taxation, for the next fiscal year; and comparative figures of tax and other sources of revenue for the current and immediate preceding fiscal years.

(4) A capital budget for the next five fiscal years, showing anticipated capital expenditures, financing, and tax requirements.

(5) Such other information as may be required by the Selectboard.

§ 1003 Governing Body’s action on the budget

The Selectboard shall review, and approve the recommended budget with or without change. The budget shall be published not later than two weeks after its preliminary adoption by the Selectboard. The Selectboard shall fix the time and place for holding a public hearing for the budget, and shall give a public notice of such hearing.

**Commented [GD39]:** Trustees: consider "... not less than one public hearing ..."

§ 1004 Meeting warning and budget

(a) The Selectboard shall hold at least one public hearing at least 30 days prior to the annual meeting to present and explain its proposed budget and shall give a public notice of such hearing.

(b) The Town Manager shall not less than 15 days prior to the annual meeting print and distribute the Selectboard recommended budget and the final warning of the pending annual meeting.

§ 1005 Appropriation & Transfers

(a) From the effective date of the budget, the amounts stated therein, as approved by the voters, become appropriated to the several agencies and purposes therein named.

(b) The manager may at any time transfer an unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the manager, the Selectboard may, by resolution, transfer any unencumbered appropriation balance or portion thereof within the Selectboard budget from one department, office or agency to another. Notwithstanding the above, no unexpended balance in any appropriation not included in the Selectboard budget shall be transferred or used for any other purpose.

**Commented [GD40]:** AB: for Dan Richardson – is this different from budget approved by voters?

**Commented [GD41]:** AB: For Dan – does this include enterprise funds, etc.?

§ 1006 Amount to be raised by taxation

Upon passage of the budget by the voters, the amounts stated therein as the amount to be raised by taxes shall constitute a determination of the amount of the levy for the purposes of the Town in the corresponding tax year, and the Selectboard shall levy such taxes on the grand list as prepared by the assessor for the corresponding tax year.

### Subchapter 11: Taxation

#### § 1101 Taxes on real and personal property

Taxes on real and personal property shall be paid in two equal payments, with one-half of the annual tax bill for each taxpayer due and payable ~~on~~ no later than September 15 and March 15, or in the case of a weekend, the next business day, of each fiscal year or pursuant to such other schedule as the Selectboard may adopt by resolution, bylaw or ordinance.

#### § 1102 Penalty

- (a) An additional charge of eight percent shall be added to any tax not paid on or before the dates specified in section § 1101 of this charter, and interest as authorized by Vermont statutes.
- (b) The Selectboard shall have the authority to waive penalty on late payments in the case of natural disaster, pandemic, or economic downturns at their discretion.

**Commented [GD42]:** Trustees: Can this come out, be addressed by policy instead of in charter?

#### § 1103 Assessment and taxation agreement

Notwithstanding section § 904 of this charter and the requirements of the general laws of the State of Vermont, the Selectboard are hereby authorized and empowered to negotiate and execute assessment and taxation agreements between the Town and a taxpayer or taxpayers within the Town of Essex consistent with applicable requirements of the Vermont Constitution.

### Subchapter 12: Capital improvements

#### § 1201 Capital programs

- (a) The Manager shall prepare and submit to the Selectboard a five-year capital program at least three months prior to the final date for submission of the budget.
- (b) Contents. The capital program shall include:
  - 1. A clear general summary of its contents;

2. A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements;
3. Cost estimates, method of financing, and recommended time schedules for each such improvement; and
4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

### Subchapter 13: Amendment of Charter and Initiatives

#### § 1301 Laws governing

This charter may be amended in accordance with the procedure provided for by state statutes for amendment of municipal charters.

### Subchapter 14: General

#### § 1401 Savings clause

Repeal or modification of this charter shall not affect ~~of the~~ validity of previously enacted ordinance, resolution, or bylaw.

#### § 1402 Separability of provisions

The provisions of this charter are declared to be severable. If any provisions of this charter are for any reason invalid, such invalidity shall not affect the remaining provisions, which can be given effect without the invalid provision.

#### GENERAL TRUSTEE COMMENTS

- Consider recall provision for elected officials; see charters provided by Andrew Brown for examples
- Want to discuss local options tax; 2006 charter had local option tax built in; may not want to include in merger charter (Dan Richardson has advised against it; ET – consider after merger vote); Trustees generally think not worth including in this charter vote, but needs to be discussed

Commented [GD43]: DR will look into language

## TOWN OF ESSEX

### PREAMBLE

The inhabitants of the Town of Essex, including the historical, **unincorporated** Village of Essex Junction, are a corporate and political body under the name of "Town of Essex" As such, inhabitants enjoy all rights, immunities, powers, and privileges and are subject to all the duties and liabilities now appertaining to or incumbent upon them as a municipal corporation.

**Commented [GD1]:** AW: Does 'unincorporated' need to be in charter? Are other unincorporated entities defined or specified in VT statute or other charters?

**Commented [GD2R1]:** DR: recommend removal, not crucial to have

### Subchapter 1: Transitional Provisions

#### § 101 Adoption of town and village assets and liabilities

- (a) **All assets** and obligations formerly owned or held by the Town and Village shall become the assets and obligations of the new Town of Essex upon the effective date of the charter. This shall include, **but is not limited to**, all real property, easements, rights and interests in land, buildings and other improvements; vehicles, equipment, and other personal property; assessed but uncollected taxes, rents and charges, together with lien rights and enforcement powers; moneys, rights of action in legal or administrative proceedings; insurance policies; documents and records; debts, claims, bonded indebtedness; without any further act, deed, or instrument being necessary.
- (b) All contracts, agreements, trusts, and other binding written documents affecting the Town or Village shall remain in effect on the effective date of the charter, and the new Town of Essex shall assume all the responsibilities formerly belonging to the Town and Village **unless otherwise specified**. Pursuant to § 104, the unincorporated Village shall become a debt assessment district until the Village's residual bond debt is retired.

**Commented [GD3]:** EH: Should this paragraph include outstanding penalties and interest as well as uncollected taxes? Should uncollected water bill payments be specified? Should this section specifically exclude the Village infrastructure bond even though it is mentioned in the next section?

**Commented [GD4R3]:** DR: include something unusual, if not like the others. Could add something like "including by not limited to ...". Mention MOUs

#### § 102 **Transition Period**

The transition period shall begin not later than July 1, following the approval of the charter by the Legislature, and end on June 30, 20\_\_\_. At the end of the transition period, the charter will become effective and the new Town of Essex shall be fully established and organized. Nothing in this section shall affect or limit other provisions in this subchapter or in other subchapters, which serve a transitional purpose and which by their own provisions continue beyond the transitional period. In such cases, transitional provisions intended to extend beyond the transitional period shall be governed by specific sunset terms.

**Commented [GD5]:** EH: able to better define transition period? Is it the period of time between a positive vote and the first merged budget year, or is it the entirety of the period from the approval of the Legislature and the end of the 12-year taxation transition? Shouldn't the new charter become fully effective on that specific July 1, in order to carry out the requirements within it?

**Commented [GD6R5]:** DR: consider shorter transition period, with call-outs for specific longer transition periods. Eg, transition period for moving to new governing body, charter; others for taxation, etc.

#### § 103 Organizational Municipal Meeting

The first annual Town meeting shall occur on the **same date as the Essex Westford School District** preceding the July 1 effective date of the charter. This shall be a unified

**Commented [GD7]:** PM/AW/EH: prefer a specific date/day, not tied to EWSD.  
AW: prefer earlier date  
SB: prefer Town Meeting Day  
EH: would be nice to get same-day voting with EWSD, even if not specified in charter

meeting of the new municipality and shall be noticed and warned to all residents of the Town of Essex and unincorporated Village of Essex Junction. This meeting shall be for the purpose of presenting and discussing the budget only. Other (new Town) business may also be presented and discussed but not voted on. After presentation and discussion of the budget and any other business the meeting shall adjourn. Voting on the budget shall be by Australian ballot and shall occur on the same day as the budget vote for the Essex-Westford School District. Voting for new Essex Town elected officers shall also occur at this time. Time and holding of the meeting shall be pursuant to Subchapter 5 of the Town charter. The first annual Town meeting shall be jointly warned by the Village Trustees and Town Selectboard. The election of a moderator shall be the first order of business.

§ 104 **Transitional Districts**

Transitional district rates shall be set by the new Town Selectboard.

- (a) For a transitional period commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Debt Assessment District for the purpose of retiring the Village’s residual bonded debt in existence before the transitional period. This residual debt is scheduled to retire in FY 2035.
- (b) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Tax Reconciliation District for the purpose of transferring the cost of the Village’s municipal operations into the Town’s operational budget.
- (c) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Sidewalk District for the purpose of levying a special tax on properties within the Village for the purpose of maintaining the Village’s sidewalks, including snow removal and routine maintenance, but not capital repairs, in accordance with its previous sidewalk maintenance procedures prior to the merger.
- (d) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Capital Improvement District for the purpose of levying a special tax on properties within the Village for the purpose of paying for Village capital infrastructure projects on the Village’s Capital Reserve Plan prior to the merger. The Capital Improvement District is not required to complete all projects in the plan prior to the end of the transitional period and the

**Commented [GD8]:** EH: able to set taxation transition start date at a time in the future? E.g., 3 years after legislature approves charter; do other consolidations in that interim period?

**Commented [GD9R8]:** DR: need good reason for delay in beginning. Recommend keeping it simple. Hard-pressed to not do after first Town Meeting. Legislature would need good, solid reason to allow delay. Could take effect “July 1 after Legislature approves charter”, or something similar. Likely July 1, 2022 based on timelines. Otherwise need really good reason, or state may not approve charter

**Commented [GD10]:** AW: could the district be modified within the 12 years if the community wants it?

**Commented [GD11R10]:** DR: if want permanent sidewalk district, take out of transition provisions and create separate charter provision (“minus 12-year transition period”). “Town may designate sidewalk district within Town boundaries for purpose of levying special tax ...”

DR can finalize language based on Board desire.

**Commented [GD12]:** AW: better to do 5 years for capital budget and planning?

**Commented [GD13R12]:** DR: legislature good either way, as long as well-defined. Could be reasonable argument for either time period. Reasonable being tied to Town needs, not something like unemployment

(new governing board) shall designate in their proposed budgets which projects are to be completed in each new fiscal year of the transitional period.

- (e) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the Village Center Zone, as designated in the Essex Junction zoning plan, shall be designated as a Downtown Improvement District for the purpose of continuing the Village’s downtown revitalization efforts as outlined in the Village’s municipal plan. The new Town of Essex shall levy a special tax on commercial properties within the District at a rate up to but not to exceed an additional \$0.01 on the community-wide tax rate in each fiscal year to pay for infrastructure improvements, landscaping improvements and maintenance, and real estate purchases within the District in accordance with the revitalization objectives in the municipal plan.

**Commented [GD14]:** EH: want to better understand the reasoning to shrink the district to a smaller area, and ability to raise money within that district

**Commented [GD15R14]:** DR: recommend talking to State about Village Center designation transferring; other state designations. Consider options if want to expand or change over time.

**Commented [GD16]:** AW/PM: prefer “may” so new entity not locked into charging levy

#### § 105 Interim Governing Body

- (a) For the transition period described in paragraph § 102 following the approval of the charter by the Legislature, all members of the former Town Selectboard and Village Trustees shall comprise an Interim Governing Body. In no event shall the Interim Governing Body consist of less than three trustees and three selectpersons. If one or two member(s) of one board resign(s) during the transition period, an equal number of members shall resign from the other board. Each board shall designate its own process for determining such resignations with a preference for retaining selectpersons who reside outside the Village. The Interim Governing Body shall, schedule, warn, and hold meetings as appropriate. The selectpersons shall address details and issues relating to expenditures in the Essex Town budget approved by voters for the fiscal year of the transitional period. The trustees shall address details and issues relating to expenditures in the Essex Junction budget approved by voters for the fiscal year of the transitional period. The selectpersons and trustees shall address all details and issues relating to the transition from a town and village to the new Town of Essex jointly. The Interim Governing Body with the assistance of the Unified Manager shall develop recommendations for whatever proposals or policies are needed to ensure a smooth transition. The new Town of Essex Selectboard may implement such proposals once the charter becomes effective.

**Commented [GD17]:** EH: want to better define transition periods; rewrite sixth line or add another sentence

- ~~(a)~~(b) In the event of a vacancy that results in less than three members of the former Town Selectboard or less than three members of the former Village Trustees, all remaining members shall vote to appoint a member from the district with a vacancy in a manner pursuant to § 304.

- ~~(b)~~(c) The Interim Governing Body will also, with the assistance of the Unified Manager and staff, propose and warn in the manner pursuant to this charter, the first annual budget of the new Town of Essex for consideration by the voters at the first annual meeting held pursuant to § 103. This meeting shall be informational only.

Voting for the budget shall occur on the same day as voting for the Essex-Westford School District budget pursuant to § 103.

§ 106 Town Selectboard

- (a) There shall be a Town Selectboard consisting of six members.
- (b) Three members shall reside within the boundaries of the former incorporated Village of Essex Junction to be elected by the qualified voters within the boundaries of the former incorporated Village of Essex Junction. This area will become known as Ward 1. Boundary adjustments will be made over time as necessary pursuant to § 301. Three members shall reside within the boundaries of the Town of Essex exclusive of the former Village of Essex Junction to be elected by the qualified voters of the Town of Essex exclusive of the former Village of Essex Junction. This area will become known as Ward 2. Boundary adjustments will be made over time as necessary pursuant to § 301.
- (c) The term of office of a Town Selectperson shall be three years and terms shall be staggered. For the first election cycle six people will be elected. One seat for each ward will be for three years; one seat for each ward will be for two years; one seat for each ward will be for one year. After that, every seat shall be a three-year term.
- (d) Within three years after the first election of the six-member Selectboard, the Selectboard shall appoint a special commission to study the composition of voting wards within the Town of Essex, including the former incorporated Village of Essex Junction, and, having regard to an equal division of population and other considerations deemed proper, recommend changes to the boundaries by which members of the Selectboard are elected.

Commented [GD18]: SB: discuss details with Trustees

Commented [GD19]: EH: add seventh member; honor 3-3 vote, and recognize concerns from Gov Ops; potential majority limited to 1 person instead of 2-2-3 proposal.

Commented [GD20R19]: VF: weak mayor, or simply an at-large member?

Commented [GD21R19]: EH: residents didn't have desire for mayor; specific role of at-large member would be TBD

Commented [GD22R19]: AW: can chair vote only in instance of tie? Would that be part of charter, or Rules of Business?

Commented [GD23]: AW: does this section need to be part of final charter, not just transitional  
\*\* need to clarify all items that are transitional and which are permanent \*\*

Commented [GD24]: SB: look at other parts of charter that specify '2 districts,'; make sure 2 districts isn't the only option

Commented [GD25R24]: DR: good point

§ 107 Budget and Municipality Administration

Following the approval of the charter by the Legislature pursuant to § 103 and § 105, the Manager will propose a unified budget for the community for the next fiscal year that addresses proper service levels, contractual obligations, capital projects, debt, and that reflects any changes related to the merger.

§ 108 Village and Town Department Transitional Provisions

- (a) For a transitional period of 5 years commencing from the July 1 effective date of the charter, the manager, with the advice and consent of the new Town of Essex selectboard shall integrate the fire departments, community development and planning offices, parks and recreation offices, and any other town and village municipal services and operations, with special provisions and considerations outlined below.

- (b) The Town of Essex shall continue to operate the former Essex Junction Fire Department and Essex Town Fire Department, and each department shall have a chief appointed by the manager. At the manager’s discretion, one person may be appointed chief for both departments. During the transitional period, pursuant to § 105, the Interim Governing Body may review options for integrating the operations of the two departments for the purpose of improving efficiency and service levels and with a preference for retaining the historic identities of the two departments and for the predominant level of service remain “paid on call.”
- (c) During the five-year transitional period the manager shall integrate and reorganize the town and village recreation and parks departments and the manager shall appoint a department head.
- (d) During the five-year transitional period the manager shall integrate and reorganize the town and village community development and planning departments, and the manager shall appoint a department head.

**Commented [GD26]:** Clarify wording; TOE not currently operating EJFD

§ 109 Planning and Zoning

**Commented [GD27]:** SB: determine DRB or ZBA

- (a) On the effective date of this charter, the former Town plan and Village plan, and the former Town zoning bylaws and subdivision regulations (land development code) shall remain in effect in their respective former geographic areas until amended or a comprehensive re-write is presented by the merged Planning Commission and adopted by the new Town Selectboard.
- (b) Prior to the effective date of the charter, the Town Selectboard shall appoint three members of the then current town planning commission and the Village Trustees shall appoint three members of the then current village planning commission to serve on the new Town planning commission. Each shall appoint one member for a one-year term, one member for a two-year term and one member for a three-year term. The new Town Selectboard shall choose a seventh member for a four-year term, once it has organized.
- (c) Prior to the effective date of the charter, the Town Selectboard shall appoint two members of the then current town zoning board of adjustment and the Village Trustees shall appoint two members of the then current village zoning board of adjustment to serve on the Development Review Board. Each shall appoint one member for a one-year term and one member for a two-year term. The new Town Selectboard shall choose a fifth member for a three-year term, once it has organized.

**Commented [GD28]:** And Village Land Development Code

**Commented [GD29R28]:** DR: will ask colleague about ideas for protecting downtown Village

**Commented [GD30]:** ET: consider assigning PC seats by ward (beyond just initial appointment period)

**Commented [GD31]:** AW: section 803 of charter says 3-year terms; need to make sure charter is consistent. Current PC in town is 4 years

**Commented [GD32]:** GD: consider whether this should be PC and/or ZBA, since PC in current form handles some responsibilities of a DRB

**Commented [GD33]:** EH/GD: if can’t define in charter, create an accompanying document to explain details of charter in layman terms

**Commented [GD34]:** EH/PM: does charter need to determine what to do with conflicting ordinances in the Town and Village?

§ 110 Unification and Adoption of Ordinances, bylaws, and rules

**Commented [GD35R34]:** DR: can specify more or less restrictive ordinance will apply, and raise any conflicting ordinances to SB for resolution



On the effective date of this charter, all ordinances, and bylaws of the Town of Essex and the Village of Essex Junction shall become ordinances and bylaws of the new Town of Essex. The new Town of Essex Selectboard shall be fully authorized to amend or repeal any ordinance according to the provisions of subchapter 6 of the charter. Whenever a power is granted by any such ordinance, or bylaw to an officer or officers of the Town of Essex or the Village of Essex Junction, such power is conferred upon the appropriate officer or officers of the new Town of Essex.

§ 111 Personnel

- (a) Pursuant to § 105, the Interim Governing Body established in § 105 shall develop a pay and classification plan and make recommendations to meet the Town's needs. The new-Town of Essex selectboard may implement such proposals once the charter becomes effective.
- (b) The Town of Essex personnel regulations in effect as of 6/30/\_\_\_ shall carry over and control as of July 1, 20\_\_\_ until amended by the new Town of Essex selectboard.
- (c) Employees of the Town of Essex and the Village of Essex Junction shall become employees of the new Town of Essex. The dates of hire with the Town of Essex and the Village of Essex Junction will be used as the dates of hire for purposes related to benefits with the new Town of Essex and all accrued benefits shall carry over.
- (d) Upon the effective date of the charter, employees of the Village as of June 30, 20\_\_\_ shall have the option to remain in the retirement program they are enrolled in as of June 30, 20\_\_\_ or to join the Vermont Municipal Employees Retirement System.
- (e) All new employees hired after the effective date of the charter will be considered Town of Essex Employees and are subject to the Town Employee Manual and/or their respective labor agreement.

**Commented [GD36]:** EH: how does this work with Village employees and Essex Jct Employee Association?

**Commented [GD37R36]:** ET: assumption is that all employees would become employees of new entity with same pay, etc; unions would eventually need to decide what to do, because can't have two associations for same employees  
Goal is that no one loses job because of merger

**Commented [GD38]:** DR: this section can probably come out and be dealt with by a Personnel Policy

**Commented [GD39]:** DR: ditto

§ 112 Water and Sewer Districts

Upon the effective date of the charter, there shall be a transitional phase to incorporate the municipal water system(s) and municipal sewer system(s) into one service area district. The one district shall be made up of multiple systems which follow the boundaries of the legacy systems including those operated separately by the Village of Essex Junction and the Town of Essex. Each system will have its own user base consistent with the legacy systems. Costs specific to each system will be charged solely to the user base within the boundaries of that system including capital and debt service costs. Any new costs incurred after the effective date of the charter of the merged municipality attributable to the entire district will be borne by all users. Costs attributable

**Commented [GD40]:** AW: specifying different costs for different systems may limit flexibility in future; want to be able to consider single cost structure in entire Town in future

**Commented [GD41R40]:** ET: discuss with Trustees; get clarification from Dan Richardson

to specific users through a special assessment, surcharge or other contractual arrangement shall continue to be assessed to the specific users until they are paid in full.

#### § 113 Finances

- (a) The existing real property tax system of the town shall become the system of the new Town of Essex. Upon the effective date of the charter, all grand lists will remain in effect and any remaining taxes due to the Village and Town will be payable to the new Town of Essex [keeping all existing due dates](#). The new Town of Essex will manage the existing budget of the Village and Town with oversight by the Interim Governing Body.
- (b) All Tax and indebtedness incurred by the Village tax payers at the time of merger are to remain with these properties until final payment of said obligations are made in full.
- (c) All existing legal obligations, including but not limited to tax stabilization agreements and any agreements to purchase real property, are to be considered obligations of the new governmental entity.

#### § 114 Terms Extended

The Selectboard and Trustee terms set to expire in 20\_\_ shall be extended without further action necessary, until June 30, 20\_\_. All other elected officials holding office at the time of Legislative approval of the charter shall remain in their seats until new elections occur or until they step down from office.

#### § 115 Transitional Tax Districts and Transitional Tax Provisions.

Transitional tax districts shall be established pursuant to § 104.

#### § 115 Repeals

- (a) 24 App. V.S.A. chapters 117 (Town of Essex Charter) and 221 (Village of Essex Junction Charter) are repealed.

### **Subchapter 2: Incorporation and Powers of The Town**

#### § 201 Corporate Existence

The inhabitants of the Town of Essex, within the corporate limits as now established, shall be a municipal corporation by the name of the Town of Essex. This municipal

corporation is a merger of and a successor to the Town of Essex (24 App. V.S.A. chapter 117 repealed) and the Village of Essex Junction (24 App. V.S.A. chapters 221 repealed).

#### §202 General powers, law

Except as modified by the provisions of this charter, or by any lawful regulation or ordinance of the Town of Essex, all provisions of the statutes of this state applicable to municipal corporations shall apply to the Town of Essex.

#### § 203 Specific Powers

- (a) The Town of Essex shall have all the powers granted to towns and municipal corporations by the Constitution and laws of this State together with all the implied powers necessary to carry into execution all the powers granted; and it may enact ordinances not inconsistent with the Constitution and laws of the State of Vermont or with this charter.
- (b) The **Town of Essex** may acquire real and personal property within or without its corporate limits for any municipal purpose, including storm water collection and disposal, waste water collection and disposal, solid waste collection and disposal, provision of public water supply, provision of public parks and recreation facilities, provision of municipal facilities for office, fire protection, and police protection, provision of public libraries, provision of public parking areas, provision of sidewalks, bicycle paths, and green strips, provision of public roadways, provision of public view zones and open spaces, and such other purposes as are addressed under the general laws of the State of Vermont. The Town of Essex may acquire such property in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation and may sell, lease, mortgage, hold, manage, and control such property as its interest may require.
- (c) The Town of Essex may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with other Vermont municipalities, the State of Vermont, any one or more subdivisions or agencies of the State, or the United States or any agency thereof.
- (d) The Town of Essex may establish and maintain an electric power system and regulate power line installations; provided, however, that the Town shall have no authority under this charter which conflicts with that authority granted to the Public Utilities Commission or any other state regulatory agency.
- (e) In this charter, mention of a particular power shall not be construed to be exclusive or to restrict the scope of the powers which the Town of Essex would have if the particular power were not mentioned.

**Commented [GD42]:** AW: lot of sections added in middle of this paragraph more than what's in current charter and 103b; do we want all specifics, and/or add clause to say "... and similar ..."? Or leave vague, like old language?

**Commented [GD43R42]:** DR: able to keep vague

§ 204 Reservation of powers

Nothing in this charter shall be so construed as in any way to limit the powers and functions conferred upon the Town of Essex and the Town Selectboard by general or special enactments in force or effect or hereafter enacted; and the powers and functions conferred by this charter shall be cumulative and in addition to the provisions of such general or special enactments.

§205 Form of Government

- (a) The municipal government provided by this chapter shall be known as selectboard-manager form of government. Pursuant to its provisions and subject only to the limitations imposed by the State Constitution and by this chapter, all powers of the Town of Essex shall be vested in an elective Town Selectboard, which shall enact ordinances, codes, and regulations; adopt budgets; determine policies; and appoint the Town Manager, who shall enforce the laws and ordinances and administer the government of the Town. All powers of the Town shall be exercised in the manner prescribed by this chapter or prescribed by ordinance.
- (b) Voting Districts shall be established pursuant to § 301.

**Subchapter 3: Voting District and Governance Structure**

§ 301 Voting Wards

- (a) The former incorporated Village of Essex Junction shall be known as Ward 1. Boundary adjustments will be made over time as necessary pursuant to § 301.b. The Town of Essex exclusive of the former Village of Essex Junction shall be known as Ward 2. Boundary adjustments will be made over time as necessary pursuant to § 301.b.
- (b) The Selectboard is empowered to make such changes from time to time, by resolution or ordinance, in the number and boundaries of the wards of the Town as it may deem proper, having regard so far as practicable and convenient, to an equal division of population among them; provided that after the first change so made, such changes shall not be made more than once in five or seven years.

§ 302 Powers and Duties of Governing body

- (a) The members of the Town of Essex Selectboard shall constitute the legislative body of the Town of Essex for all purposes required by statute, and except as otherwise herein specifically provided shall have all the powers and authority given to, and perform all

**Commented [GD44]:** AW: is there a way to define ward boundaries without requiring a charter change to modify boundaries in future? Change by ordinance? Is this covered by “made over time as necessary”?

**Commented [GD45R44]:** DR: yes, Montpelier allows boundaries to change without changing charter. Burlington, on other hand, has to go to legislature to change charter when changing ward boundaries.

**Commented [GD46]:** EH: clarify proportionality, either in charter or in cheat sheet

**Commented [GD47]:** AW: should we specify one or the other?

**Commented [GD48R47]:** DR: yes, choose 5 or 7. Proportionality may require. Final language will be precise.

duties required of town legislative bodies or selectboards under the laws of the State of Vermont.

- (b) Within the limitations of the foregoing, the Town of Essex Selectboard shall have the power to:
  - (1) Appoint and remove a Town Manager and supervise, create, change, and abolish offices, commissions, or departments other than the offices, commissions, or departments established by this charter.
  - (2) Appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this charter.
  - (3) Provide for an independent audit by a certified public accountant.
  - (4) Inquire into the conduct of any officer, commission, or department and investigate any and all municipal affairs.
  - (5) Exercise every other power which is not specifically set forth herein, but which is granted to selectboards or legislative bodies by the statutes of the state of Vermont.

§ 303 Governing body composition and term of office

(a) There shall be a Town Selectboard consisting of six members.

(b) The term of office of a Town Selectperson shall be three years and terms shall be staggered.

(c) Elected Selectpersons shall represent the Town and the ward they live are elected by in.

§ 304 Vacancy in office

In case of a vacancy of any elected Town official, such vacancy shall be filled by the Town Selectboard until the next annual election. The person then elected shall serve for the remainder of the unexpired term. If more than one vacancy occurs on an elected board at the same time the vacancy shall be filled by a special Town meeting called for that purpose. Separate filing shall be made for such unexpired term.

§305 Election of governing body officers

(a) At the first meeting following the annual Town meeting, the Selectboard shall organize and elect a chairperson, vice chairperson, and clerk by a majority vote of the entire Selectboard, and shall file a certificate of the election for record in the office of

Commented [GD49]: Update per above

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Commented [GD50]: Define if 7th member is added, what that person represents; e.g., if at large, represent entire municipality

Commented [GD51R50]: DR: When elected, represent entire town

Commented [GD52]: AW: can person be elected to represent a ward that did not elect them? What if elected official moves to a different ward when in term?

Commented [GD53R52]: DR: represent entire town. If move out of ward, need to resign and give up seat; define eligibility. See Montpelier for example; they define under "Vacancy"

Commented [GD54]: AW: What if elected official moves to a different ward when in term? Do they need to leave office?

Commented [GD55R54]: See DR answer above

Commented [GD56]: AW: see 305c, redundant

Commented [GD57]: EH: want clarification on what this means

Commented [GD58]: AW: need to define when term begins, allow for recounts. etc

the Town clerk. In the event of a tie vote, the selectperson of the two with the longest most recent contiguous service on the board shall become chair. The same shall go for vice chair and clerk.

**Commented [GD59]:** SB: consider if this is relevant depending on odd or even number board

**Commented [GD60R59]:** DR: irrelevant if odd number board

(b) The chairperson of the Selectboard or in the chairperson's absence, the vice chairperson, shall preside at all meetings of the Selectboard and shall be recognized as the head of the Town government for all ceremonial purposes.

(c) In the event of death, resignation, or incapacitation of any Selectboard member, the remaining members of the Selectboard may appoint a person to fill that position until the next annual election. At the next annual election, the vacancy shall be filled and the person so elected shall serve for the remainder of the term of office. In the event the Selectboard is unable to agree upon an interim replacement until the next annual Town election, a special election shall be held forthwith to fill the position.

**Commented [GD61]:** AW: see 304, redundant

### § 306 Compensation

(a) Compensation paid to the Selectboard members as reimbursement for expenses shall be set by the voters at the annual meeting, with a minimum of \$1500.00 a year each. Selectboard members compensation must be set forth as a separate item in the annual budget presented to the meeting.

**Commented [GD62]:** EH: consider \$2000/year, \$4000 for chair; annual raises built in

**Commented [GD63]:** AW: want clarification; this won't work if at Australian ballot

(b) The Selectboard shall fix the compensation of all officers and employees, except as otherwise provided in this charter.

**Commented [GD64]:** AW: redundant section with 312a

### § 307 Prohibitions and conflicts of interest

(a) Holding Other Office. No Selectboard member shall hold any other Town office or employment during the term for which he/she/they was elected to the Selectboard. No former Selectboard member shall hold any compensated appointive municipal office or employment until one year after the expiration of the term for which they were elected to the legislative body.

**Commented [GD65]:** AW/PM: want clarification on this and purpose. Town office, school board, etc?

**Commented [GD66R65]:** DR: awkward if on SB and DRB, for instance, because providing oversight of 'self. Default statute does not prevent this. Be clear and specific if this stays.

DR will do more research to see if any concerns with constitutionality of making people choose between office and job

(b) Appointments and Removals. Neither the legislative body nor any of its members shall in any manner dictate the appointment or removal of any municipal administrative officers or employees whom the manager or any of his subordinates are empowered to appoint, but the legislative body may express its views and freely discuss with the manager anything pertaining to appointment and removal of such officers and employees.

**Commented [GD67]:** AW: want to strike this section; SB shouldn't criticize employees publicly; manager has authority over personnel

\*\* check with Dan Richardson if this needs to be in charter; don't want to limit ability to discuss personnel in executive session \*\*

(c) Interference with Administration. Except for the purpose of inquiries and investigations under Section 302 (b)(4), the legislative body or its members shall deal with the municipal officers and employees who are subject to the direction and

**Commented [GD68R67]:** DR: can wordsmith. Don't want to create situation of constructive termination

supervision of the manager solely through the manager, and neither the legislative body nor its members shall give orders to any such officer or employee, either publicly or privately.

§ 308 Governing body meetings

As soon as possible after the election of the chairperson and vice chairperson, the Selectboard shall fix the time and place of its regular meetings, and such meetings shall be held at least once a month.

§ 309 Special meetings

Special Town meetings, shall be called in the manner provided by the laws of the State, and the voting on all questions shall be by the Australian ballot system.

**Commented [GD69]:** SB: too restrictive? Do all special town meetings need to be by ballot?

**Commented [GD70R69]:** DR: not required. May make sense, especially if moving to Australian ballot in general

§ 310 Procedure

- (a) The Selectboard shall determine its own rules and order of business.
- (b) The presence of four members shall constitute a quorum. Four affirmative votes shall be necessary to take binding Selectboard action. However, in the case of a tie vote on the budget, the Chair of the Planning Commission shall cast a vote to break the tie.
- (c) The Selectboard shall in accordance with Vermont law keep minutes of its proceedings. This journal shall be a public record.
- (d) All meetings of the Selectboard shall be open to the public unless, by an affirmative vote of the majority of the members present, the Selectboard shall vote that any particular session shall be an executive session or deliberative session in accordance with Vermont law.

**Commented [GD71]:** AW: don't want appointed person as de facto SB member  
ET: consider Robert's Rules for procedure  
Possible for charter to allow 'majority of members present'?  
\*\* get clarification from Dan Richardson \*\*

**Commented [GD72R71]:** DR: If four is a quorum, need four votes for approval; majority of board, not majority of people present

§ 311 Appointments

The Selectboard shall have the power to appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this charter. The terms of all appointments shall commence on the day after the day of appointment unless the appointment is to fill a vacancy in an office, in which case the term shall commence at the time of appointment.

**Commented [GD73]:** AW: copied from another section, but specifics dropped. Don't want to inadvertently lose a power; cross reference to make sure language allows SB to appoint who they want/need to appoint

§ 312 Additional governing body provisions

- (a) No claim for personal services shall be allowed to the officers elected at the annual meeting, except when compensation for such services is provided for under the

**Commented [GD74]:** AW: section redundant with 306b

provisions of this chapter or by the general law. The compensation of all officers and employees of the Town shall be fixed by the Selectboard, except as herein otherwise provided.

- (b) The Selectboard may authorize the sale or lease of any real or personal estate belonging to the Town.

#### Subchapter 4 Other Elected Offices

##### § 401 Brownell Library trustees

There shall be a five-member Board of Library Trustees who shall be elected to five-year terms using the Australian ballot system pursuant to § 501. Only qualified voters of the Town of Essex shall be eligible to hold the office of library trustee. The five permanent, self-perpetuating library trustees shall function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925.

**Commented [GD75]:** Determine if this section is required  
AW: Brownell Board may need to update its governing document

#### Subchapter 5 Town Meetings

##### § 501 Town of Essex Meetings/Elections

- (a) Annual meetings for the election of officers, the voting on the budgets, and any other business included in the warnings for the meetings, shall be on a date established and legally warned by the Selectboard.
- (b) Provisions of the laws of the State of Vermont relating to the qualifications of electors, the manner of voting, the duties of elections officers, and all other particulars respective to preparation for, conducting, and management of elections, so far as they may be applicable, shall govern all municipal elections, and all general and special meetings, except as otherwise provided in this charter.
- (c) The election of officers and the voting on all questions shall be by Australian ballot system. The ballot boxes shall be open for 12 consecutive hours between 6:00 a.m. and 7:00 p.m. as shall be determined and warned by the Selectboard.

**Commented [GD76]:** AW: too ambiguous? Provide more specifics

**Commented [GD77R76]:** DR: provide specifics, don't want too much leeway, eg first Tuesday of March, third Tuesday of April, etc.

#### Subchapter 6 Ordinances

##### § 601 Ordinances-Method of adoption and enforcement

- (a) The Selectboard may provide penalties for the breach of any ordinance authorized by general law or this charter; may prosecute any person violating the same through the Town attorney or police officers who for such purposes shall be informing officers; and may maintain actions to restrain actual or threatened violations of the same. The establishment of any fine or penalty shall be by ordinance.

**Commented [GD78]:** Want to keep hours? Doing so specifies hours so they cannot be reduced. Secretary of State and statute may define hours  
Specify 'hours determined by state'?

**Commented [GD79R78]:** DR: usually set by Town Clerk and BCA; recommend doing it this way. "set by Town Clerk and Board of Civil Authority in conformance with general laws of the state"



- (b) Ordinance-making authority granted to the Town by this charter and general law shall be exercised pursuant to the provisions of sections § 602 through § 605 of this charter, except for zoning by-laws and/or subdivision regulations which shall be adopted pursuant to 24 V.S.A. Chapter 117, as amended from time to time hereafter.

§ 602 **Introduction; first and second readings; public hearing**

- (a) Every ordinance shall be introduced in writing. The enacting clause of all ordinances shall be "The Selectboard of the Town of Essex hereby ordains. . . ." If the Selectboard passes the proposed ordinance upon first reading, then the Selectboard shall cause it to be published in a newspaper of general circulation in the Town in the form passed, or a concise summary of it, including a statement of purpose, principal provisions, and table of contents or list of section headings, together with a reference to a place within the Town where copies of the full text of the proposed ordinance may be examined, at least once, together with a notice of the time and place when and where there will be a public hearing to consider the same for final passage. The first such publication shall be at least one week prior to the date of the public hearing. Any published notice shall explain citizens' rights to petition for a vote on the ordinance at an annual or special meeting, pursuant to Vermont Statutes Annotated, Title 24 § 1973, and shall also contain the name, address and telephone number of a person with knowledge of the ordinance who is available to answer questions about it.
- (c) At the time and place so advertised, or at any time and place to which the hearing may from time to time be adjourned, the ordinance shall be introduced, and thereafter, all persons interested shall be given an opportunity to be heard.
- (d) After the hearing, the Selectboard may finally pass the ordinance with or without amendment, except that if the Selectboard makes an amendment, it shall cause the amended ordinance to be published, pursuant to subsection (a) of this section at least once together with a notice of the time and place of a public hearing at which the amended ordinance will be further considered, which publication shall be at least three days prior to the public hearing. At the time so advertised or at any time and place to which the meeting may be adjourned, the amended ordinance shall be introduced, and after the hearing, the Selectboard may finally pass the amended ordinance, or again amend it subject to the same procedures as outlined herein.

**Commented [GD80]:** GD: staff prefers Village adoption process, which refers to procedure laid out by statute (24 vsa 1972). DR recommends the same

§ 603 Effective date

Every ordinance shall become effective upon passage unless otherwise specified.

§ 604 Filing and recording of ordinances

The Town clerk shall prepare and keep in the Town clerk’s office a book of ordinances which shall contain each ordinance finally passed by the Selectboard, together with a complete index of the ordinances according to subject matter.

§ 605 Public nuisances

The Selectboard may prosecute and seek damages and injunctive relief to end or mitigate public nuisances.

**Subchapter 7: Town Manager**

§701 Appointment/Hiring of Manager

The Selectboard shall appoint a Town manager under and in accordance with Vermont Statutes Annotated, as amended from time to time hereafter. The Manager shall be appointed solely on the basis of his or her executive and administrative qualifications in accordance with the Vermont statutes.

§ 702 Powers of Manager

The Manager shall be the chief administrative officer of the Town of Essex. He or she shall be responsible to the Selectboard for the administration of all Town of Essex affairs placed in his or her charge by or under this charter. He or she shall have the following powers and duties in addition to those powers and duties delegated to municipal managers under the Vermont statutes.

- (1) The Manager shall appoint and, when he or she deems it necessary for the good of the service, suspend or remove all Town of Essex employees, and other employees provided for by or under this charter for cause, except as otherwise provided by law, this charter, or personnel rules adopted pursuant to this charter. He or she may authorize any employee who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that employee's department, office, or agency.
- (2) The Manager shall direct and supervise the administration of all departments, offices, and agencies of the Town of Essex, except as otherwise provided by this charter or by law.
- (3) The Manager shall ~~have the authority to appoint with the advice of the Selectboard the Town attorney.~~
- (4) The Manager shall attend all Selectboard meetings and shall have the right to take part in discussion and make recommendations but may not vote.

**Commented [GD81]:** AW: hard to define 'public nuisance,' prefer to see section removed

**Commented [GD82R81]:** GD/ET: agree, refer to ordinance  
DR: okay to remove. 24 vsa 2291(14) allows municipality to define public nuisance and deal with it, if boards want to keep in and call attention to it or add powers. Simpler to keep off charter

**Commented [GD83]:** EH: does new SB need to re-sign contract with manager

**Commented [GD84R83]:** DR: new entity is successor to Town and Village, and contract would continue; doesn't need to be part of charter

**Commented [GD85]:** AW: new section. Does it need to be in charter, or should it be contract with manager

**Commented [GD86R85]:** DR: these provisions apply if there is no contract. Outline of powers gives authority to manager

**Commented [GD87]:** ET: prefer something like "Manager shall hire attorneys as needed"

**Commented [GD88]:** AW: too restrictive? Can manager send representative or designee?  
DR: "manager or his or her designee shall be entitled to attend all Selectboard meetings."

- (5) The Manager shall see that all laws, provisions of this charter, and acts of the Selectboard, subject to enforcement by him or her or by officers subject to his or her direction and supervision, are faithfully executed.
- (6) The Manager shall prepare and submit the annual budget and capital program to the Selectboard.
- (7) The Manager shall submit to the Selectboard and make available to the public a complete report on the finances and administrative activities of the Town of Essex as of the end of each fiscal year.
- (8) The Manager shall make such other reports as the Selectboard may require concerning the operations of Town of Essex departments, offices, and agencies subject to his or her direction and supervision.
- (9) The Manager shall keep the Selectboard fully advised as to the financial condition and future needs of the Town of Essex and make such recommendations to the Selectboard concerning the affairs of the Town of Essex as he or she deems desirable.
- (10) The Manager shall be responsible for the enforcement of all Town of Essex ordinances and laws.
- (11) The Manager may when advisable or proper delegate to subordinate officers and employees of the Town of Essex any duties conferred upon him or her by this charter, the Vermont statutes, or the Selectboard members.
- (12) The Manager shall perform such other duties as are specified in this charter or in State law, or as may be required by the Selectboard.

§ 703 **Hearing/Removal Process**

- (a) The Selectboard may remove the Manager from office for cause in accordance with the following procedures:
  - 1. The Selectboard shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal and may suspend the Manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered within three days to the Manager.
  - 2. Within five days after a copy of the resolution is delivered to the Manager, he or she may file with the Selectboard a written request for a hearing. Said hearing to be in a public or executive session by choice of the Manager. This hearing shall

**Commented [GD89]:** AW: better off in contract?

**Commented [GD90R89]:** DR: should be in charter. Case in St. J a few years ago giving manager right to hearing process.

Keep provisions in charter. Contract provision could take place if necessary, but this provides guidelines if not in contract or need guidance for some reason

be held at a special Selectboard meeting not earlier than 15 days nor later than 30 days after the request is filed. The Manager may file with the Selectboard a written reply not later than five days before the hearing.

3. The Selectboard may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of a majority of all its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the Manager, if he or she has not requested a public hearing, or at any time after the public hearing if he or she has requested one.

(b) The Manager shall continue to receive his or her salary until the effective date of a final resolution of removal.

§ 704 **Vacancy in office of manager**

The Manager, by letter filed with the Town Clerk, may appoint an officer or employee of the Town to perform his or her duties during his or her ~~temporary absence~~ [vacation](#), [incapacitation](#), or disability. In the event of failure of the Manager to make such designation, the Selectboard may by resolution appoint an officer or employee of the Town to perform the duties of the Manager until he or she shall return or his or her disability shall cease. However, if the Manager has within his or her administration, formed and appointed the position of **Assistant Town Manager**, said Assistant shall automatically assume the Manager's responsibilities during his or her temporary absence or disability.

**Commented [GD91]:** AW: prefer policy, not charter item

EH: get best practice from Dan Richardson

**Commented [GD92R91]:** DR: could be done by policy instead of charter. If in charter, make clear in event of actual vacancy; needs to be clear who makes managerial decisions. Default to deputy/assistant  
ET: manager shall designate person. If prolonged absence where manager is incapacitated, SB shall appoint interim manager for that time

**Commented [GD93]:** Too specific?

### Subchapter 8: Boards and Commissions

§ 801 **Board of Civil Authority**

The Board of Civil Authority is comprised of the Town of Essex Selectboard members and Justices of the Peace.

**Commented [GD94]:** AW: not in current charter, does it need to be included here? Combine with 802?  
DHF: combine

**Commented [GD95R94]:** DR: BCA and Board of Abatement are different. Both laid out in statute. Not necessary to keep

§ 802 **Board of Abatement of Taxes**

The board of civil authority shall constitute a board of abatement as provided by law. The board of abatement shall meet and discharge its duties as required by the applicable statutory provisions.

§ 803 **Planning Commission**

There shall be a Planning Commission and its powers, obligations and operation shall be under and in accordance with Vermont Statutes Annotated, as they may be amended from time to time hereafter, and members will be appointed by the Town Selectboard for terms

of three years from among the qualified voters of the Town. Members of the Commission shall hold no other Town office.

**Commented [GD96]:** Decide 3 year or 4-year terms; consistency elsewhere in charter

§ 804 Development Review Board

**Commented [GD97]:** See comments above re: DRB vs. ZBA

A Development Review Board shall be established and its powers, obligations and operation shall be under and in accordance with Vermont Statutes Annotated, as they may be amended from time to time hereafter, and members will be appointed by the Town Selectboard for terms of three years from among the qualified voters of the Town.

§ 805 Brownell Library trustees

**Commented [GD98]:** Is this necessary? Because it's dealing with elected officials? Is it redundant with other Brownell section? Only one specifies need to be qualified voter in Essex

There shall be a five-member Board of Library Trustees who shall be elected to five-year terms using the Australian ballot system pursuant to § 501. Only qualified voters of the Town of Essex shall be eligible to hold the office of library trustee. The trustees who are now in office shall serve until their terms are completed. The library trustees shall establish policy for the operation of the Library and shall otherwise act in conformance with the Vermont statutes. The five permanent, self-perpetuating library trustees shall function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925. The Library shall be required to follow all financial and personnel policies adopted by the Town Selectboard.

Should this be in transitional section? Specify "transitional for Brownell"??

**Commented [GD99R98]:** DR: remove if redundant. ET: keep in to show that Brownell is remaining; find best place for this section in charter

## Subchapter 9: Administrative Departments

### Part I

#### § 901 Personnel administration and benefits

- (a) The Town manager or the Town manager's appointee shall be the personnel director. The Town manager shall maintain personnel rules and regulations protecting the interests of the Town and of the employees. These rules and regulations must be approved by the Selectboard, and shall include the procedure for amending them and for placing them into practice. Each employee shall receive a copy of the rules and regulations when he or she is hired.
- (b) The rules and regulations may deal with the following subjects or with other similar matters of personnel administration: job classification, jobs to be filled, tenure, retirement, pensions, leaves of absence, vacations, holidays, hours and days of work, group insurance, salary plans, rules governing hiring, temporary appointments, lay-off, reinstatement, promotion, transfer, demotion, settlement of disputes, dismissal, probationary periods, permanent or continuing status, in-service training, injury, employee records, and further regulations concerning the hearing of appeals.

(c) No person in the service of the Town shall either directly or indirectly give, render, pay or receive any service or other valuable thing for or on account of or in connection with any appointment, proposed appointment, promotion or proposed promotion.

*Part II*

§ 902 Department of Real Estate Appraisal

There shall be established a department of real estate appraisal headed by a professionally qualified real estate assessor, who shall be appointed by the manager, ~~with the advice of the Selectboard.~~

§ 903 Appraisal of property

The department of real estate appraisal shall appraise all real and business personal property for the purpose of establishing the grand list. Appraisals shall be reviewed periodically and kept up to date. Technically qualified individuals or firms may be employed as needed.

§ 904 Appraisal of business personal property for tax purposes

Appraisal of business personal property shall be in accordance with the provisions of Vermont Statutes Annotated, Title 32 § 3618, as the same may from time to time be amended, provided that all business personal property acquired by a taxpayer after September 30, 1995 shall be exempt from tax.

§ 905 Duties of Department

The duties and powers of the department of real estate appraisal shall be the same as those established for listers under the general statutes.

§ 906 Purpose

The purpose of the department of real estate appraisal is to provide for appointment of a qualified real estate assessor rather than the election of listers. The Town shall be governed by, and each taxpayer shall have rights granted by, the applicable statutes concerning real and personal property taxation, appeal therefrom, and other statutes concerning taxation.

**Subchapter 10 Budget Process**

§ 1001 Fiscal year

**Commented [GD100]:** DR: budget does not need to be in charter, but good governance process to lay out budget procedures

The fiscal year of the Town shall begin on the first day of July and end on the last day of June of each calendar year. The fiscal year shall constitute the budget and accounting year as used in this charter.

§ 1002 Annual municipal budget

With support from the finance department, the Town Manager shall submit to the Selectboard a budget at least 50 days before annual town meeting or at such previous time as may be directed by the Selectboard. The budget shall contain:

- (1) An estimate of the financial condition of the Town as of the end of the fiscal year.
- (2) An itemized statement of appropriations recommended for current expenses, and for capital improvements, during the next fiscal year; with comparative statements of appropriations and estimated expenditures for the current fiscal year and actual appropriations and expenditures for the immediate preceding fiscal year.
- (3) An itemized statement of estimated revenues from all sources, other than taxation, for the next fiscal year; and comparative figures of tax and other sources of revenue for the current and immediate preceding fiscal years.

(4) A capital budget for the next five fiscal years, showing anticipated capital expenditures, financing, and tax requirements.

(5) Such other information as may be required by the Selectboard.

§ 1003 Governing Body's action on the budget

The Selectboard shall review, and approve the recommended budget with or without change. The budget shall be published not later than two weeks after its preliminary adoption by the Selectboard. The Selectboard shall fix the time and place for holding a public hearing for the budget, and shall give a public notice of such hearing.

§ 1004 Meeting warning and budget

(a) The Selectboard shall hold at least one public hearing at least 30 days prior to the annual meeting to present and explain its proposed budget and shall give a public notice of such hearing.

(b) The Town Manager shall not less than 15 days prior to the annual meeting print and distribute the Selectboard recommended budget and the final warning of the pending annual meeting.

**Commented [GD101]:** DR: typical for Manager to submit budget; not typical to put timeframe or date in charter. Recommend: "Shall prepare and submit budget to Selectboard for review and adoption prior to annual meeting"

Important to require town budget. Subsections about details, components, dates etc. not necessary for charter

**Commented [GD102]:** Redundant with 1201

**Commented [GD103]:** AW: redundant with 1004a

**Commented [GD104]:** AW: need to specify annual report somewhere?

**Commented [GD105]:** Section redundant with 1003

**Commented [GD106]:** AW: can we use language that does not REQUIRE print and distribute; mail postcards, or find other way to "make available"

**Commented [GD107R106]:** DR: The Town "... shall make available ..."

§ 1005 Appropriation & Transfers

- (a) From the effective date of the budget, the amounts stated therein, as approved by the voters, become appropriated to the several agencies and purposes therein named.
- (b) The manager may at any time transfer an unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the manager, the Selectboard may, by resolution, transfer any unencumbered appropriation balance or portion thereof within the Selectboard budget from one department, office or agency to another.  
Notwithstanding the above, no unexpended balance in any appropriation not included in the Selectboard budget shall be transferred or used for any other purpose.

§ 1006 Amount to be raised by taxation

Upon passage of the budget by the voters, the amounts stated therein as the amount to be raised by taxes shall constitute a determination of the amount of the levy for the purposes of the Town in the corresponding tax year, and the Selectboard shall levy such taxes on the grand list as prepared by the assessor for the corresponding tax year.

Subchapter 11: Taxation

§ 1101 Taxes on real and personal property

Taxes on real and personal property shall be paid in two equal payments, with one-half of the annual tax bill for each taxpayer due and payable ~~on~~ no later than September 15 and March 15, or in the case of a weekend, the next business day, of each fiscal year or pursuant to such other schedule as the Selectboard may adopt by resolution, bylaw or ordinance.

§ 1102 Penalty

- (a) An additional charge of eight percent shall be added to any tax not paid on or before the dates specified in section § 1101 of this charter, and interest as authorized by Vermont statutes.
- (b) The Selectboard shall have the authority to waive penalty on late payments in the case of natural disaster, pandemic, or economic downturns at their discretion.

§ 1103 Assessment and taxation agreement

Notwithstanding section § 904 of this charter and the requirements of the general laws of the State of Vermont, the Selectboard are hereby authorized and empowered to negotiate

**Commented [GD108]:** AW: clarify what 'personal property' means, and if it's needed

**Commented [GD109R108]:** DR: some municipalities tax business property. Will do more research.

Can remove this section about personal property. Need to keep tax payment schedule, can keep flexible with something like 'must be paid in equal installments on dates set by Selectboard in ordinance,' or "any tax from grand list due and payable as Selectboard defines in ordinance"

May want to add notice provision about sending notice no less than 30 days before taxes are due

**Commented [GD110]:** AW: need to be explicit about what which taxes we're penalizing (e.g., school taxes, village taxes)? Or is that authority elsewhere in charter?

**Commented [GD111R110]:** DR: penalty applied to all property taxes collected by Town

Will check on penalty specifics, and options

**Commented [GD112]:** ET/GD: for discussion; still need penalty to discourage people from not paying

**Commented [GD113]:** AW: does this take power from BCA? Can that legally be done?

**Commented [GD114R113]:** DR: don't recommend putting SB in that position, but this way is limited to specific issues; waive for everyone, not individuals. Also have option to change date



and execute assessment and taxation agreements between the Town and a taxpayer or taxpayers within the Town of Essex consistent with applicable requirements of the Vermont Constitution.

### **Subchapter 12: Capital improvements**

#### **§ 1201 Capital programs**

**Commented [GD115]:** AW: redundant with 1002(4)

- (a) The Manager shall prepare and submit to the Selectboard a five-year capital program at least three months prior to the final date for submission of the budget.
- (b) Contents. The capital program shall include:
  - 1. A clear general summary of its contents;
  - 2. A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements;
  - 3. Cost estimates, method of financing, and recommended time schedules for each such improvement; and
  - 4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

### **Subchapter 13: Amendment of Charter and Initiatives**

#### **§ 1301 Laws governing**

This charter may be amended in accordance with the procedure provided for by state statutes for amendment of municipal charters.

### **Subchapter 14: General**

#### **§ 1401 Savings clause**

Repeal or modification of this charter shall not affect of validity of previously enacted ordinance, resolution, or bylaw.

#### **§ 1402 Separability of provisions**

The provisions of this charter are declared to be severable. If any provisions of this charter are for any reason invalid, such invalidity shall not affect the remaining provisions, which can be given effect without the invalid provision.

ADDITIONAL COMMENTS (AW):

list of things that are in the current charter but are missing from the proposed new one.

103a: This section was copied to section 203a of proposed charter with this clause at the end deleted, “and impose penalties for the violation thereof.” Why was this clause dropped?

*103. Powers of the Town*

*(a) The Town shall have all of the powers granted to towns and municipal corporations by the Constitution and laws of this State; it may enact ordinances, bylaws, and regulations not inconsistent with the Constitution and laws of the State of Vermont or with this charter, and impose penalties for the violation thereof.*

103b: The last sentence about condemnation was dropped in proposed charter section 203b. Why was it dropped?

*(b) The Town may acquire property within or without its corporate limits for any town purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise or lease, and may sell, lease, mortgage, hold, manage, and control such property as its interests may acquire. The Town may further acquire property within its corporate limits by condemnation where granted to towns by the statutes of the State of Vermont.*

103c: Dropped from proposed charter. Why? Empowers SB to establish departments.

*(c) The Town may establish and maintain departments or divisions, as deemed appropriate by the Board of Selectmen for the efficient maintenance and operation of Town affairs, to include, by way of illustration and not by way of limitation, police, fire, water, and public works departments.*

109: There is no reference to an Annual Report in the proposed charter. Why was this dropped?

*109. Annual Town report*

*The annual Town report shall be distributed to the legal voters of the Town not later than 10 days prior to the annual meeting.*

201: This section was dropped from proposed charter. The proposed charter has no reference to electing a moderator.

*201. Officers generally*

*The elected officers of the Town of Essex shall be: selectmen and Moderator. These officers shall have all the powers and duties necessary to carry out the provisions of this charter as well as those provided by law. The terms of the officers shall commence on the first day of the month following the month of election.*

202c: Dropped from proposed charter. Limits SB election to two seats except in the case of a vacancy. Why was this dropped?

*202. Selectmen - Number, terms of office, election*

*(c) Unless necessary to fill a vacancy, no more than two selectmen shall be elected at any annual meeting. Notwithstanding, the terms of the presently elected selectmen shall not be modified by this section.*

203c: Says “incapacity shall include the failure by any member to attend at least 50 percent of the meetings of the board in any calendar year.” This was dropped from the proposed charter and removes the ability to replace an absent SB member.

*203. Organization*

*(c) In the event of death, resignation, or incapacity of any selectmen, the remaining members of the Board may appoint a person eligible to fill that position. At the next annual meeting, the vacancy shall be filled by serving the remaining balance of the term. Incapacity shall include the failure by any member of the Board to attend at least 50 per cent of the meetings of the Board in any calendar year. In the event the Board is unable to agree upon an interim replacement until the next annual Town meeting, a special election shall be held forthwith to fill the position.*

205: Dropped from proposed charter. Why? NOTE: The proposed charter specifies that a SB clerk will be elected but defines no duties for them. Dropping section 205 removes those duties specified in the current charter.

*205. Record of proceedings*

*(a) An official record of the proceedings of the Board of Selectmen shall be kept by its Clerk, who need not be a member of the Board of Selectmen, which shall be kept in the office of the Town Clerk and shall be open for public inspection. The Town Clerk shall keep official record of the proceedings of all special and annual Town meetings.*

*(b) The minutes of each meetings shall be approved by the Board at its next meeting and the official copy authenticated by the signature of the Clerk of the Board.*

303: This section was dropped from the proposed charter. This removes the clause about budget adjustments. Do we want to give up this power?

*303. Budget*

*An annual budget shall be adopted at Town meeting by the vote of a majority of those eligible to vote present at the meeting. If, after the total budget has been appropriated, the selectmen find additional appropriations necessary, the appropriations shall be made and reported at the next Town meeting as a specific item. The appropriations shall only be made in special circumstances or situations of an emergency nature. No specific explanation need be given for any normal annual operating expense in any office, department, or agency which may be increased over the budget amount by an amount not more than 10 percent of the office's, department's, or agency's budget.*

Sections 304 and 305 are dropped from the proposed charter. This removes explicit resident ability to petition ordinance changes. I don't think we should drop these sections.

*304. Rescission of ordinances*

*All ordinances shall be subject to rescission by a special or annual Town meeting, as follows: If, within 44 days after final passage by the selectmen of any such ordinance, a petition signed by voters of the Town not less in number than five percent of the qualified voters of the municipality is filed with the Town Clerk requesting its reference to a special or annual Town meeting, the selectmen shall fix the time and place of the meeting, which shall be within 60 days after the filing of the petition, and notice thereof shall be given in the manner provided by law in the calling of a special or annual Town meeting. Voting shall be by Australian ballot. An ordinance so referred shall remain in effect upon the conclusion of the meeting unless a majority of those present and voting against the ordinance at the special or annual Town meeting exceeds five percent in number of the qualified voters of the municipality.*

*305. Petition for enactment of ordinance; special meeting*

*(a) Subject to the provisions of section 304 of this Charter, voters of the Town may at any time petition in the same manner as in section 304 for the enactment of any proposed lawful ordinance by filing the petition, including the text of the ordinance, with the Town Clerk. The selectmen shall call a special Town meeting (or include the ordinance as annual meeting business) to be held within 60 days of the date of the filing, unless prior to the meeting the ordinance shall be enacted by the selectmen. The warning for the meeting shall state the proposed ordinance in full or in concise summary and shall provide for an Australian ballot vote as to its enactment. The ordinance shall take effect on the 10th day after the conclusion of the meeting provided that voters as qualified in section 304, constituting a majority of those voting thereon, shall have voted in the affirmative.*

*(b) The proposed ordinance shall be examined by the Town Attorney before being submitted to the special Town meeting. The Town Attorney is authorized subject to the approval of the selectmen, to correct the ordinance so as to avoid repetitions, illegalities, and unconstitutional provisions and to ensure accuracy in its text and references and clearness and preciseness in its phraseology, but the Town Attorney shall not materially change its meaning and effect.*

*(c) The provisions of this section shall not apply to any appointments of officers, members of commissions, or boards made by the selectmen or to the appointment or designation of selectmen, or to rules governing the procedure of the selectmen.*

503: References personal business property. What is this?

*503. Appraisal of business personal property for tax purposes*

*Appraisal of business personal property shall be in accordance with the provisions of 32 V.S.A. § 3618, as the same may from time to time be amended provided that all business personal property acquired by a taxpayer after September 30, 1995 shall be exempt from tax.*

602: This section was dropped from the proposed charter. Explicitly lists officers that are appointed by the Manager. Are we giving up Manager powers by not being specific? NOTE: Town Treasurer is not mentioned anywhere in the proposed charter. Is this a problem?

*602. Officials appointed by Manager*

*The Town Manager shall appoint with the approval of the selectmen: Town Clerk, Town Treasurer, Assistant Town Clerk, constables, Grand Juror, Director of Public Works, Police Chief, a Town Agent if the Town Attorney is not a resident of the Town of Essex, cemetery commissioners, Health Officer, fire wardens, Zoning Administrator, and if needed, the Town Manager may appoint fence viewers, Inspector of Lumber and Shingles, and any other officer which the selectmen of a Town are authorized to appoint if the selectmen have not filled the office. The terms of the appointed officials shall commence on the first day of April following appointment. Appointments to fill a vacancy in an office shall be effective at the time of appointment and shall run for the unexpired period of the term. (Amended 1999, No. M-1, eff. Jan. 1, 1999.)*

901: This section is dropped which removes our employment non-discrimination clause. The word discrimination does not appear anywhere in the new proposed charter. We are losing something important here especially given today's environment.

*901. Appointment and removal*

*All Town employees not elected by the voters shall be appointed, supervised, and removed by the Town Manager unless otherwise specified by this charter. There shall be no discrimination in employment on account of race, religion, sex, or political opinions. Appointments, lay-offs, suspensions, promotions, demotions, and removals shall be made primarily on the basis of training, experience, fitness, and performance of duties, in such manner as to insure that the responsible administrative officer may secure efficient service.*

#### **FINAL SELECTBOARD COMMENTS**

EH: need conversation with Trustees re:

Sidewalk district  
Taxation timeframe  
Capital district

Big concerns?

PM – no, all addressed tonight

| [May-June 25, 2020 DRAFT Charter for Merged Municipality – SELECTBOARD & Dan Richardson comments](#)

AW – nothing to keep going forward; reservations of whether it will pass

VF – reservation over district neutral language; no other deal breakers

DHF – concern over desire to merge, but Village desire to have separate taxation and districts for so many years. Some things remaining separate; if merge, merge everything

## **MEMORANDUM**

**To:** Trustees; Evan Teich, Unified Manager  
**CC:** Greg Duggan, Deputy Manager  
**From:** Travis Sabatano, HR Director JS  
**Date:** June 24, 2020  
**Re:** Correction to June 17, 2020 memo re: Revisions to General Rules and Personnel Regulations

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### **Issue**

The issue is making the Trustees aware of an error in the June 17, 2020 Memo Re: General Rules and Personnel Regulations and potentially adopting the amended version that is enclosed.

### **Discussion**

The June 17, 2020 memo made changes to the Village Regulations to mirror the newly ratified Association contract. Unfortunately the final version of the regulations was not the version that was included in the packets for the June 23, 2020 Trustee Meeting. Several additional changes were made to the final version that were not in the version the Trustees received. Those additional changes are summarized below.

- Article 301- The eligible uses of sick time should have been changed to reflect VT statute. This change is in the enclosed version, but was not in the version the Trustees previously received.
- Article 314.3- This section has been deleted in the enclosed version, it was still in the version the Trustees previously received. Both article 314.3 and 314.4 were deleted in place of the new sick pay out chart.
- Appendix III- The same changes mentioned above for Article 301 were made to this appendix which summarizes part time employee benefits. This was not reflected in the previous version.

### **Cost**

None.

### **Recommendation**

It is recommended that the Trustees adopt the enclosed version of the Village of Essex Junction General Rules and Personnel Regulations.



**VILLAGE OF ESSEX JUNCTION**

**GENERAL RULES**

**and**

**PERSONNEL REGULATIONS**

As of ~~5/26/2020~~06/23/2020



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## **INTRODUCTION**

This manual has been prepared to assist officials and employees of the Village of Essex Junction. Our community expects a high level of service from each of us and will, undoubtedly, receive it as long as everyone "gives their best." As an official or employee of the Village of Essex Junction, you are in fact working for each and every taxpayer who contributes to the support of the Municipal government.

The registered voters of the Village of Essex Junction elect a Board of Trustees. This Board is charged with the responsibility of establishing policy within the limits and provisions of the Village Charter and State Statutes.

The Village of Essex Junction operates under the Council-Manager form of government. This type of municipal operation is very similar to the way a business operates. Essex Junction's citizens receive a great variety of services through the various Municipal departments such as Fire, Public Works, Water, Wastewater, Library, Administration, and Community Development.

The Trustees and the Village Meeting adopt a budget for each year's operation. The various departments are operated within this budget under the general direction of the Unified Manager. While as a Municipal employee your ultimate employer is the taxpayer, there is a chain of command. In most cases, your Department Head is your immediate supervisor and above that is the Unified Manager and the Trustees.

## **PURPOSE, ENACTMENT AND EFFECT**

It is the purpose of these Regulations to establish formal procedures for administrative action concerning personnel. The Regulations are enacted pursuant to 24 VSA Section 1121 and 1122.

Any statute, Village Charter, or Collective Bargaining Agreement provision which is contrary to these Regulations shall be considered superior to these Regulations; and if any provision is held invalid, such invalidity shall not affect other provisions or applications of these Regulations.

## MISSION STATEMENT

Our purpose is to support and enrich the lives and community spirit of our citizens through efficient and effective provision of the following services: highway, general administration, water, wastewater, sanitation, library, planning, zoning, economic development and fire protection.

## GOAL STATEMENTS

1. To be responsive to citizens' desires to shape their community by balancing the diverse demands of the present generation with anticipated future needs, and maximizing the use of resources in delivering quality public services.
2. To retain and attract quality, customer-oriented employees by providing an environment that encourages, rewards, and recognizes employees for hard work, efficiency, creativity and enthusiasm.

## ORGANIZATIONAL VALUES

The Village of Essex Junction values its citizens. It demonstrates this fact by listening and being willing to go the extra mile to address their concerns.

The Village of Essex Junction values its employees. It demonstrates this sentiment through progressive personnel policies and encouraging continuous learning.

The employees value the Village of Essex Junction by being professional, creative and committed to providing exceptional service.

The quality of life and environment within the Village of Essex Junction are enhanced by a partnership and spirit of close cooperation among its citizens, elected and appointed officials and Village employees.

Each one of us is the Village.

Each one of us is striving for success.

We are what make the difference between a good organization and an excellent one.

As such, we value and will strive to adhere to the following principles in all of our actions.

**Practice Open, Honest, and Accessible Communication** – Talk straight to each other. Listen to and appreciate each other's thoughts and ideas. Confront issues in a positive, constructive manner. Encourage and seek participation by the people who will be affected by the decisions made.

**Demonstrate Honesty and Integrity** – Trust, integrity and a lasting working relationship are fostered when every action is conducted in a truthful and forthright manner.

**Exercise Fiscal Responsibility and Accountability** – Careful management of our financial resources demonstrates our respect for each other because it is our taxes that support our organization. Fiscal responsibility recognizes that most problems cannot be solved by money alone and therefore demands fresh, proactive approaches and creativity in addressing issues. Fiscal responsibility is accepting responsibility for the resources entrusted to us.

**Provide Friendly and Courteous Service to All** – Our mission is serving people. Therefore, our first responsibility is delivering quality services in a friendly, effective and efficient manner. We also seek "win-win" solutions to resolve each other's concerns.

**Welcome Diversity and Promote Equal Opportunity** – Diversity provides a unique opportunity to learn from and celebrate the mosaic of individuals and cultures in our community. Our organization

provides an environment that is fair to all employees and those we serve.

**Treat Others with Respect, Sensitivity and Dignity** – Live the “golden rule” in every interaction by demonstrating a deep regard for the diversity, needs, feelings and beliefs of all people and acknowledging the ideas and opinions of everyone. Make decisions that serve the best interest of all of the people, including those who choose not to participate.

**Work Together as a Team** – Work cooperatively as a group to address and to resolve problems. Collaboration using the knowledge and skills of each other increases effectiveness and innovation.

**Emphasize Initiative and Creativity** – Encourage and reward new ideas. Change is welcomed because it enhances the opportunity for the organization and individuals to grow and excel.

**Support a Human Environment** – Recognize the importance of human needs such as enjoyment and satisfaction in one’s work. Provide an environment that is nurturing, spirited, caring and informal and allows individuals to stretch beyond their normal capabilities. Make certain every individual balances their professional life with their personal life. Celebrate accomplishments by consistently acknowledging good performance.

**Pursue Excellence and Professionalism** – Strive to continually improve the way we deliver services and perform our day-to-day activities by being more accurate, thorough, responsive, efficient and effective. The successful completion of a task is more important than who gets the credit. A professional attitude dictates an objective analysis of issues, free of personal biases and with a commitment to the organization and to the community.

**ARTICLE 1**  
**GENERAL RULES FOR PUBLIC OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS**

**101. EFFECT**

The provisions of these rules shall apply alike to all public officials, volunteer firefighters and all employees of the Village, regardless of the time of the creation of the position or the time of their appointment.

These rules and regulations are subject to change at any time by majority vote of the Village Trustees.

**102. DEFINITIONS**

**Department Head** is the appointed Fire Chief or an employee who has direct supervision and responsibility for personnel of a municipal department.

**Employee - Full-Time** is an employee who works at least thirty (30) hours per week, year round. Full-time employees are eligible for all benefits and may only be discharged for cause. Full-time employees who work less than forty (40) hours per week will have their fringe benefits, such as vacation leave, sick leave and holiday pay, pro-rated (e.g., an employee who normally works 30 hours per week would be paid for 30 hours when taking a vacation week).

**Employee - Part-Time** is any person who routinely works less than thirty (30) hours per week, or is hired for seasonal work only. A part-time employee is an at-will employee and may be discharged at any time without cause. Part-time employees who work an average of at least 18 hours per week and are over age 18 are eligible for paid sick leave in accordance with state law. Part-time employees are not eligible for benefits, except that those who are scheduled to work at least twenty (20) hours per week year round and have completed an initial six month probationary period are entitled to vacation, holiday, and sick leave on a prorated basis. All employees have access to the Employee Assistance Program.

**“Seasonal Employee”** is any employee hired to perform services on a seasonal basis. Seasonal employees are not eligible for benefits and are not included in the merit pay scale. Seasonal employees may be discharged at any time without cause.

**"Public Official"** is any person who is elected by the voters of the Village or has been appointed by the Village Trustees.

**"Volunteer Firefighter"** is any person appointed to the Essex Junction Fire Department. In accordance with the Fair Labor Standards Act, they are volunteers and not employees. Volunteer firefighters are appointed by the Essex Junction Fire Chief. All appointed volunteer firefighters are at-will. They are not eligible for benefits, except for the Employee Assistance Program, and may be discharged at any time without cause by the Fire Chief or by the Village Trustees. Pay rates for volunteer firefighters are set by the Fire Chief and approved by the Village Trustees. Volunteer firefighters are not included in the merit pay scale.

**“Library Substitute”** is any employee hired to fill in on an “as-needed basis” at the Brownell Library. Library substitutes are not eligible for benefits and are not classified in the merit pay scale. All library substitutes are to be paid the same hourly wage as established by the Library Director and Unified Manager. Library Substitutes may be discharged at any time without cause.

**“Library Volunteer”** is any person who has been offered and accepted a volunteer position at the Brownell Library. All applicants for volunteer positions at the library are required to undergo a criminal record check per Section 8 of the “Administrative Procedures Regarding Hiring.”

### **103. EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

The Village of Essex Junction is committed to and adheres to equal opportunity and nondiscrimination in all aspects of employment. Candidates for employment and employees will be considered for all positions on the basis of their qualifications, abilities and job performance, regardless of race, color, religion, ancestry, national origin, genetics, place of birth, age, sex (including pregnancy), sexual orientation, genetic information, gender identity or disability, if he or she is qualified for the position. The municipality shall, without regard to these matters, recruit, hire, upgrade, assign, and train all employees. In addition, the municipality shall administer all personnel actions, such as compensation, benefits and municipal sponsored training without regard to these matters. Reasonable accommodations will be made for employees who are qualified individuals with a disability and for any qualified person with a disability seeking employment with the municipality.

### **104. APPOINTMENTS**

Where no specific rule of the Village Charter is made to the contrary, the state statutes shall determine how appointments shall be made.

### **105. RECORDS**

All records shall be available to the Board of Trustees or their representative if they are conducting an official investigation in accordance with the Village Charter or acting as the Personnel Board.

### **106. MONIES RECEIVED**

Every official or employee shall turn over, as soon as practical, all monies received by him/her in their official capacity to the Treasurer with a statement showing the source from which the same was received.

### **107. OATH**

Members of the Board of Trustees shall, before assuming their duties, take the oath prescribed by law.

### **108. SALARIES**

All officials, employees and volunteer firefighters of the Village shall receive such salaries as may be provided by the Village Trustees. No official or employee receiving a salary from the municipality shall be entitled to retain any portion of any fees collected by him/her in the performance of their duties as municipal official or employee.

All municipal employees, with the exception of the volunteer firefighters, seasonal employees and library substitutes, ~~will be placed in the municipality's merit pay scale and will be eligible for merit increases based on the evaluation rating received on their review dates.~~ shall receive pay increases as follows:

For the period beginning July 1, 2020 through June 30, 2021, increases shall be as follows and will be awarded on the anniversary date of employment:

All employees shall receive a cost of living adjustment of 1.5%.

An employee is also eligible for a merit-based increase ranging from 0% to 0.75%. The merit-based increases are assigned as follows:

- Evaluation score ranging from 4.0-5.0 = 0.75%
- Evaluation score ranging from 3.0-3.99 = 0.50%
- Evaluation score ranging from 2.0-2.99 = 0.25%
- Evaluation score ranging from 0.00-1.99 = 0.0%

### **109. TERMINATION OF OFFICE**

Every official, volunteer firefighter and employee, upon the expiration of their term or dismissal, shall deliver to their successor all books and records which may be the property of the Village, and shall deliver to the Unified Manager any other municipal property in their possession. If no successor has been appointed within one week after the termination of office, such property shall be delivered to the Unified Manager or Trustees.

### **110. REFERENCES**

The Village of Essex Junction will not provide references beyond confirming dates of employment. All reference requests are to be referred to the Unified Manager in accordance with the "Policy Regarding Providing References for Former Employees."

### **111. TRAVELING EXPENSE**

Request for travel expense funds for official business, special education or training shall be submitted on an authorized form. Authorization forms are to be signed by the employee's supervisor. Mileage shall be reimbursed in accordance with IRS allowance and shall be computed based on employee's regular work site as base.

No municipal vehicle shall be used regularly for commuting to and from work, nor shall any public official receive mileage reimbursement for commuting to and from work, unless waived by the Unified Manager on a case-by-case basis.

Employees and volunteers attending conferences or other training will be reimbursed for the cost of meals. If a meal is not provided, the municipality shall reimburse public officials and employees up to \$15 for breakfast, \$15 for lunch and \$25 for dinner (including gratuities). In order to receive reimbursement, an Expense Voucher shall be completed and receipts provided. At no time will the municipality reimburse public officials for alcohol or tobacco related products.

### **112. SMOKING**

Smoking will not be allowed inside any building or vehicle owned by the Village of Essex Junction. Smoking will be permitted outdoors (except at the Wastewater Treatment Plant, where no smoking is allowed within the gates).

### **113. EMPLOYEE ASSISTANCE PROGRAM**

The services of Invest EAP, a Vermont-based Employee Assistance Program (EAP), are available for all employees as well as all of their household members. Invest EAP may be accessed 24 hours a day and seven days a week (24/7), free of charge and confidentially, for help identifying and dealing with the stressors and distractions in their life.

### **114. OPEN DOOR POLICY.**

The Village has an open door policy for employees. In order to maintain an open door policy, employees are encouraged to discuss concerns, issues, problems, and/or ideas with Department Heads or the Unified Manager. If employees are unable to resolve issues with their Department Head they may address their concerns or ideas to the Unified Manager with the understanding that all discussion with the Unified Manager may be reviewed with the Department Head. The open door policy is not intended to be a means to override department rules or circumvent proper steps to resolve issues

### **115. ETHICS POLICY.**

The Village has an Ethics Policy. The Ethics Policy will be distributed to all employees; board, commission and committee members; elected and appointed officials; and fire fighters upon appointment and annually thereafter per Section 11 of the Ethics Policy. Each person receiving the Ethics Policy shall sign the Ethics Policy acknowledgement form.



**ARTICLE 2  
EMPLOYEE RULES AND REGULATIONS**

**201. EFFECT**

These rules and regulations apply to all municipal employees and are subject to change at any time by majority vote of the Village Trustees.

**202. APPOINTMENT OF SUPERVISORY PERSONNEL**

The Unified Manager, with the advice of the Trustees, shall appoint all personnel with departmental supervisory capacity. The Unified Manager shall also seek the advice of the Library Trustees in the appointment of the Library Director.

**203. ASSIGNMENT OF DUTIES**

The Unified Manager and Department Head shall have the right to assign duties. Where the duties of an office are not provided by any law, the Unified Manager may designate such duties.

The Unified Manager shall approve all job descriptions or any changes thereto, except the Unified Manager's job description and any changes thereto shall be approved by the Trustees.

**204. EMPLOYMENT OF PERSONNEL**

Department Heads shall follow the "Administrative Procedures re: Hiring" when filling positions in their departments.

**205. DEPARTMENTAL RULES**

Rules for each department shall be developed which prescribe procedures, hours, shifts, work standards, work schedules, departmental organization and similar items and shall enforce the Village of Essex Junction Personnel Regulations. These rules shall be approved by the Unified Manager and posted for employee review. These rules shall be enforced by the Department Head and/or the Unified Manager and infractions thereof may subject the employee to suspension and/or dismissal.

**206. PROBATIONARY EMPLOYEE**

Full-time: A probationary employee is one who is being considered for full-time work on a regular basis. No fringe benefits are granted until the first of the month after date of hire, except for sick, vacation and holiday benefits.

Part-time: A probationary employee is one who is being considered for a part-time position of at least 20 hours per week year-round. Pro-rated part-time benefits of sick, vacation and holidays are not granted until satisfactorily completing the initial six month probationary period.

Completion: The employee is considered and remains a probationary employee until completion of six (6) months of employment, and may be extended to one year at the Department Head's recommendation and the Unified Manager's approval, and receiving a satisfactory evaluation.

**207. DISCHARGE FOR CAUSE**

After successful completion of their probationary period a full-time employee may be suspended or discharged for cause.

Subject to its obligations to employees with disabilities, the municipality shall have cause to terminate an employee who is unable to perform the customary duties or responsibilities of their assigned position per Section 403.

Part-time employees remain "at-will" employees and may be discharged at any time without cause.

**208. EVALUATIONS**

Performance evaluations will be conducted at least twice a year in the first year of employment (at six months employment and end of one year of employment) then annually thereafter by the Supervisor with the assistance of other supervisory personnel who have observed the performance of the employee. Evaluations will be based upon existing criteria and such other criteria as are determined

by the Supervisor after consultation with the Unified Manager. If an employee is promoted or changes jobs, that employee shall be evaluated (appraised) after six (6) months on the job and at the one year mark, then annually thereafter on the anniversary date of hire for the new job. An employee should review and sign each evaluation acknowledging receipt. Performance evaluations shall be conducted within two weeks of an employee's annual review date unless both parties agree to another date.

#### **209. PERSONNEL FILE**

An individual file shall be kept on all personnel. Each employee shall have the right to inspect their own personnel file periodically by making an appointment with the Human Resources Director for this purpose. Maintenance of personnel files shall be as outlined in the policy.

#### **210. EMPLOYEE ORGANIZATIONS**

Employees of the Village may fully and freely associate themselves in organizations of their own choosing for their mutual benefit. No employee shall be required to join any such organization as a condition of employment.

#### **211. PRESCRIPTION MEDICATIONS**

(a) Medications prescribed by accredited physicians and used by the person for whom prescribed, at the prescribed dosage levels, do not fall within the prohibition of the Village of Essex Junction Substance Abuse Policy.

(b) However, employees who must take prescribed medications during the work day are responsible for the safekeeping of the medication(s). Failure to store the medication(s) safely and securely is cause for disciplinary action. In order that the Village may protect the health and safety of all employees, and maintain the professional standards required in fulfilling its duties to the public, each employee has the duty of reporting their use of any prescription medication(s) which may affect job performance to their Department Head prior to reporting to work while using the medication(s), so that appropriate safeguards may be discussed and arranged. Failure to comply with this requirement is cause for disciplinary action.

#### **212. ALCOHOLIC BEVERAGES**

The consumption of alcoholic beverages on any property owned by the Village of Essex Junction is prohibited. No employee shall be under the influence of alcohol or any illegal drug while working for the Village.

#### **213. ACCIDENTS**

Personnel involved in, or having any knowledge of, any accident to any property or equipment owned or operated by the Village shall immediately report the accident and pertinent information to the Department Head or Unified Manager. In the event of any serious emergency, medical assistance shall be called immediately.

#### **214. CLOSING A VILLAGE DEPARTMENT**

The Unified Manager may close a Village Department (including the Library) due to inclement weather, safety, employee funeral, etc. The Village Trustees shall be notified of all such decisions. If the Unified Manager closes a Village Department, employees shall receive full pay during normal working hours.

#### **215. BUILDING SECURITY**

It is the responsibility of all employees to ensure that the building in which they work is secure upon closing for the day and that all doors and windows are locked. It is also employees' responsibility to shut off the lights when they are the last person out of the building.

## 216. ABSENCE WITHOUT LEAVE

No employee may be absent from duty without permission of his Department Head. Absence without leave shall be sufficient cause for forfeiture of all rights and privileges earned while employed. An employee absent for three (3) consecutive working days without notice shall be considered to have resigned.

## 217. PERSONAL AFFAIRS

All employees are expected to maintain their personal affairs, including their financial dealings, in keeping with an acceptable standard of conduct. It is assumed that each employee will not let their private life reflect unfavorably on the Village or their work with the Village.

## ARTICLE 3

### EMPLOYEE BENEFITS

The benefits listed below are for full-time employees except that part-time employees scheduled to work at least 20 hours per week year-round, and who have completed an initial six month probationary period, are entitled to paid sick leave, vacation and holidays on a pro-rated basis. In addition, part-time employees who work at least 18 hours per week are entitled to paid sick leave in accordance with Vermont Statute 21 §482 & 483. (See Appendix III)

#### 301. SICK LEAVE:

Full-time employees will accumulate 1.5 sick days (12 hours) per month which may be used for the following reasons: in compliance with Vermont Sick Leave Law 21 V.S.A. §§ 481 – 486. Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the Unified Manager.

- ~~Employee's own illness or injury~~
- ~~To obtain medical treatment, including routine exams~~
- ~~To care for a sick or injured family member~~
- ~~To arrange for or assist a family member in arranging medical or legal services relating to domestic violence, sexual assault, or stalking~~
- ~~To care for dependent because the school or business where that individual is normally located is closed for public health or safety reasons~~

~~For the purposes of sick leave, family member is defined as parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child.~~

~~Sick leave may also be used for medical or dental appointments.~~

Sick time is a privilege and is to be used only for legitimate absences.

Department Heads and the Unified Manager will have the authority to require that an employee who is on sick leave be examined by a physician selected by the municipality. This option would afford the Village with a "second opinion" regarding sick leave. This would, of course, not prevent an employee from seeing their own physician.

#### 302. VACATION

Vacation time will be accrued at the following rates:

|                      |                                  |
|----------------------|----------------------------------|
| New hire to 5 years: | 3 weeks (10 hours/month)         |
| 5 years to 10 years: | 4 weeks (13.34 hours/month)      |
| After 10 years:      | 5 weeks (16.67 hours/month)      |
| After 20 years:      | 5 weeks, 2 days (18 hours/month) |

Employees may not accrue more than 240 vacation hours ~~on their annual anniversary date~~ at the end of the calendar year, and must take at least 50% of their yearly vacation accrual. If the department's staffing needs directly cause the disapproval of a timely leave request, or cause a revocation of approved leave the employee shall be paid for all hours in excess of 240 vacation hours prior to the

addition of the new yearly entitlement.

All requests for vacation time must be approved by the Department Head.

Employees who retire or resign with 10 business days' notice, or who are laid off for reasons of economic necessity, shall be paid for unused, accrued vacation time at the rate of pay in effect at the time of the separation.

**303. HOLIDAYS**

The holidays to be observed with pay are:

- New Year's Day
- Martin Luther King Day (3<sup>rd</sup> Monday in January)
- Presidents Day\*✓
- Memorial Day
- Independence Day (July 4<sup>th</sup>)
- Bennington Battle Day (August 16<sup>th</sup>) ✓
- Labor Day (1<sup>st</sup> Monday in September)
- Indigenous Peoples' Day (2<sup>nd</sup> Monday in October) ✓
- Veterans Day (November 11<sup>th</sup>) ✓
- Thanksgiving Day
- Day after Thanksgiving Day
- \*\*Workday before/after Christmas Day
- Christmas Day
- Two (2) personal holidays (choice of the employee)\*\*\*

\* The Administration, Community Development, and Library departments shall close on President's Day. In lieu of President's Day, the Public Works and Wastewater departments shall take the day off before or after July 4th as decided upon by the Unified Manager by May 1<sup>st</sup>.

✓ The Essex Junction Recreation and Parks will not close on Presidents Day, Bennington Battle Day, Indigenous Peoples' Day and Veterans Day. Unless these days align with a day that the Essex Westford School District is scheduled to be off, in lieu of these holidays, Essex Junction Recreation and Parks shall close when the School District is closed due to inclement weather.

If by May 1 there have not been 4 closed days, employees will be given the remaining days as personal holidays. Employees shall work or use paid leave for any additional days beyond 4 that schools are closed.

\*\* Workday before or workday after Christmas. Date will be set by the Unified Manager by May 1<sup>st</sup> of each year.

\*\*\* Personal Holidays may be taken in increments of ½ hour or more at a time.

If an employee is on authorized sick leave during a paid holiday, the employee will not be assessed sick leave for that day.

Holiday pay will be for eight (8) hours in a day. Teams shall make provisions for how to handle holidays.

Whenever possible, the Village of Essex Junction will follow the federally recognized dates for these holidays. When any holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday.

### 304. VARIOUS INSURANCES

The first of the month after the date of hire, employees shall be eligible for the Village's Health Plan, Cafeteria Plan, the Dental Plan, Vision Plan, Life Insurance Plan, Short Term Disability and the Retirement Savings Program. Employees shall be eligible for all other benefits upon their date of hire (e.g. sick, vacation, holiday, personal days).

**304.1. Health Insurance:** The Village shall enroll all full-time employees in Group Health Insurance plans covering the employee and dependents of the employee, unless the employee opts out. When an employee terminates, the health plan will terminate at the end of that month in which the employee has their last work day. Benefits will be provided in accordance with Federal law (i.e., COBRA) or state law for civil union partners.

(a) The Village will pay the following premium amounts for employees:

- ~~Either a~~ Employees will pay a dollar amount equal to ~~14.86%~~ of the cost of the Platinum Standard medical premium, ~~or the premium cost of the plan chosen, whichever is less;~~
- \*Employees will pay a dollar amount equal to 1% of the cost of the high deductible health plan option
- \*If health insurance premiums for the plans the Village offers increase by 10% or more from plan year 2020 to plan year 2021 the employee contribution shall be 2% of the premium.

(b) The employee contribution to the medical premium will be paid through (pre-tax) payroll deduction.

(c) The Village provides a Health Reimbursement Arrangement (HRA) to pay the first ~~\$2,250~~ 80% of the deductible and co-pay, ~~for individuals, and the first \$4,500 of the deductible and co-pay for Employee & dependent(s), 2-person (Employee & Spouse), and families. The employee shall be responsible for the remaining 20%.~~

(d) If an employee opts out of the Village's health insurance, and provides evidence that the employee has health insurance through another source, 25% of the Village's cost of the Platinum plan premium for which the employee is eligible shall be paid to the employee monthly.

**304.2. Cafeteria Plan (Optional):** The Village shall offer a Section 125 (Cafeteria Plan) to all full-time employees. The plan shall include the following components:

- (a) Premium Conversion: Allows employee paid premiums to be paid with pre-tax dollars.
- (b) Election of Dependent Care Assistance: Allows up to \$5,000 per year to be deducted pre-tax from employee's pay to be reimbursed to the employee to pay eligible dependent care expenses.
- (c) Flexible Spending Account for Health Care Reimbursement: Allows up to \$2,500 per year to be deducted pre-tax from employee's pay to be reimbursed to the employee to pay eligible (not reimbursed by insurance) health care expenses.

**304.3. Dental and Vision Insurance:** The Village provides dental and vision insurance for all full-time employees and dependents at no cost to the employee. The current carriers are Northeast Delta Dental and Vision Service Plan.

**304.4. Life Insurance:** A life insurance policy shall be carried for each full-time employee with a death benefit payable to the employee's named beneficiary of 2 ½ times base salary up to \$100,000.

**304.5. Short Term Disability:** A policy shall be carried providing a weekly benefit to each full-time employee in the event of time lost from work due to non-occupational accident or sickness. The weekly benefit is 66.66% of base salary up to \$400.

**304.6. Retirement Savings Plan:** Full-time employees are required to contribute 5% of their earnings and the Village contributes 10% towards the retirement savings plan. The current plan is a Defined Contribution Plan through ICMA Retirement Corp.

### 305. LEAVE OF ABSENCE

#### 305.1. LEAVE OF ABSENCE WITHOUT PAY

Any request for a leave of absence shall be submitted in writing to an employee's immediate supervisor. The request shall state the reason for the leave of absence and the approximate length of time off desired. Written authorization for leaves of absence shall be furnished by the employee's immediate supervisor.

### **305.2. PERSONAL LEAVE**

Paid leave of absence for bereavement of immediate family, weddings in the immediate family, etc. may be granted upon approval of the Department Head. These personal leaves shall not exceed five (5) days in any one year.

The Unified Manager, at his or her discretion, may grant additional personal leave in excess of five (5) days in one year for a death in the immediate family.

### **305.3. MATERNITY LEAVE**

Full-time employees may take six (6) weeks of continuous (eight (8) weeks for caesarian delivery) beginning on the delivery date and receive from the Village that portion of their normal salary which is not paid by short-term disability for those six weeks (eight weeks for caesarian). The employee shall not receive more than 100% of their usual salary during maternity leave from these combined sources. Accumulated sick leave time may be used for maternity leave prior to delivery date. For maternity leaves of more than six weeks (eight weeks for caesarian) after delivery for medical reasons, the Village's disability program combined with sick leave may be utilized. If an employee is also eligible for Parental and Family Leave, any leave taken under this section will count towards an employee's twelve (12) weeks of Parental and Family Leave.

### **305.4. SPOUSAL LEAVE**

Full-time employees may take up to five (5) continuous days of ~~paternity-spousal~~ leave with full pay

upon the birth of a child. If an employee is also eligible for Parental and Family Leave, any leave taken under this section will count toward an employee's twelve (12) weeks of Parental and Family Leave.

### **305.5 ADOPTION LEAVE**

Full-time employees may take up to five (5) days of paid leave when adopting a child. If an employee is also eligible for Parental and Family Leave, any leave taken under this section will count toward an employee's twelve (12) weeks of Parental and Family Leave.

### **305.6 PARENTAL AND FAMILY LEAVE WITHOUT PAY**

(a) A full-time employee, with one year or more days of service, shall be entitled to take unpaid leave for a period not to exceed 60 working days (12 weeks) in a 12 month period for parental leave (to include birth or adoption). Equivalent leave is available for an employee if he or she is seriously ill or his or her children, stepchildren, foster children, ward of the employee who lives with the employee, parents, spouses, or parent of employee's spouse are seriously ill. Serious illness means an accident, disease, or physical or mental condition that (a) poses imminent danger of death, (b) requires inpatient care in a hospital, or (c) requires continuing in-home care under the direction of a physician.

(b) Full-time employees are also eligible for unpaid short-term leave up to four hours in any 30 day period, not to exceed 24 hours in any 12 month period for the following reasons:

(a) to participate in preschool or school activities of the employee's child, stepchild, foster child, or ward; (b) to attend or accompany the employee's child or other family member, as defined in 21 VSA, 472a(2), to routine medical or dental appointments; (c) to accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; and (d) to respond to a medical emergency of the employee's family member as defined in 21 VSA 472a(4). Employees should make reasonable efforts to schedule appointments outside of normal working hours.

(c) Employees may use accumulated paid leave time (sick, compensatory, personal holiday or vacation) while out on parental and family leave.

### 306. JURY DUTY

All full-time employees will ~~have jury duty time be~~ paid ~~the difference in at~~ their regular ~~base wages pay.~~ ~~and the fees they might receive for each day missed from work while serving on jury duty.~~

### 307. TUITION REIMBURSEMENT

The Village shall pay up to six (6) education credits per fiscal year for an accredited college or university with reimbursement to be limited to the University of Vermont rate for in-state students. A grade of "C" or better must be achieved in the classes in order to receive reimbursement. Educational courses requested shall be related to jobs within the Village classification system, in line with departmental priority, and subject to the Unified Manager's prior approval.

### 308. SELF-BETTERMENT PHYSICAL FITNESS PROGRAM

~~The Village shall pay each participating employee upon receipt of notice of payment of the monthly membership fee paid by the employee for enrollment in a self-betterment physical fitness program or club. Self-defined programs must have prior approval by the Unified Manager and Department Head if not in the following list: physical fitness programs/club, recreational activities that improve health fitness such as Maple Street Pool pass, Essex Junction Parks & Recreation fitness programs, athletic footwear. The notice of payment receipt shall be given to the employee's supervisor. Reimbursement of the maximum of \$350 per fiscal year will be made to the employee. Partial payments may occur quarterly with the payment date determined by the Treasurer.~~

The Village believes that healthy employees are better employees. Employees who participate in the programs designed or managed by the Town and Village's health and wellness committee may receive annual health and wellness bonuses not to exceed \$350 per year.

### 309. PERSONAL PROPERTY

The Village shall reimburse an employee for personal property lost or damaged provided that (1) the loss or damage was in no way caused by the personal negligence of the employee, and (2) adequate proof is made that the loss or damage was incurred in the performance of a function particular to the job. In the event of prescription eyeglasses (other than sunglasses), dental plates or cellphones are lost or damaged, the Village shall reimburse the employee up to two thirds (2/3) of the cost of the lost or damaged item, subject to the same provisions set forth in the preceding sentence.

### 312. WORK DAYS AND WORK WEEK

The municipal work week shall be forty (40) hours per week. Employees will be paid weekly. No payroll checks will be issued in advance.

- (a) All employees' work schedules shall provide for a fifteen- minute rest period each regular one-half shift. Employees may combine their two fifteen-minute rest periods earned during their regular work day, but may not exchange them for their 30 minute meal period provided for 312(b). Should the employee be required to work any additional two hours beyond the regular work period, they shall be entitled to an additional 15-minute rest period.
- (b) All employees shall be granted a 30-minute meal period during each eight (8) hour work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. Employees required by their supervisor to remain on the job site during the meal period shall be paid for such period.
- (c) Employees whose work conditions require it shall be granted a fifteen minute personal clean-up period immediately prior to the end of each work shift.

### 313. OVERTIME

313.1. In accordance with the Fair Labor Standards Act (FLSA), hourly employees will be paid overtime (time and one half) for hours worked over 40 in one week. All requests for overtime pay must be approved by the Supervisor.

313.2. Hourly employees required to work hours outside of the agreed upon schedule will be paid overtime.

313.3. Hourly employees required to work on Sundays and Holidays shall be paid double time. Holidays are the day of the Holiday and the days observed by the Village, the length of the day is 12 AM through 11:59 PM. Personal holidays are not considered holiday for this purpose.

313.4. Hourly employees may elect to accrue compensatory time in lieu of cash payment. The rate of time accrued shall be one –and-one-half hours of compensatory time off for each hour overtime worked (except for hours worked on Sundays and holidays which will be double time). The total amount of accrued compensatory time shall not exceed 200 hours.

313.5. Employees may convert up to 40 hours of accrued compensatory time to pay each fiscal year, with a minimum request of 4 hours. The request must be submitted on a form specific to this purpose (see Appendix I) and approved by the Supervisor. Conversion over the 40 hours maximum per year may be granted at the discretion of the Unified Manager.

313.6. The following employees are exempt from the FLSA and shall not receive any overtime pay. Exempt employees include the Unified Manager, Finance/MIS Director, HR Director/Clerk/Treasurer, Community Development Director, Library Director, Assistant Library Director, Water Quality Superintendent, Public Works Superintendent, elected officials who have a salary established by the Board of Trustees, and any other supervisory positions established by the Board of Trustees.

#### **314. FULL-TIME EMPLOYEE BENEFITS RELATED TO SICK LEAVE**

314.1. Sick Leave Conversion. A full-time employee who has accumulated 75 or more sick days (600 hours) may convert (on a 2:1 basis) up to 10 sick days into up to 5 days additional vacation or pay per year. (See Appendix II)

314.2. Sick Leave to Personal Hours. A full-time employee earns two hours of personal time as a reward for not using sick time during 60 consecutive days, provided the employee submits the paperwork on sick/personal time to be verified by the payroll department. All accrued personal time shall be used within the fiscal year. Earnings for May and June shall be taken in the next fiscal year.

~~314.3. Sick Leave Buy Back. When a full-time employee of the Village has completed 15 years of service and has accrued over 800 hours of sick time, the employee shall be eligible for a partial sick time buy back when he/she leaves employment with the Village in good standing. Any unused accrued sick time over 800 hours shall be eligible. Any eligible sick time shall be "bought back" by the Village at a 2:1 ratio (i.e. for every two hours of sick time, one hour shall be paid to the employee upon termination). One thousand (1,000) hours shall be the limit for purchase (e.g. 500 hour buy back cap).~~

~~314.4. Sick Leave Pay Out. A full-time employee who retires on or after age 62 or dies shall be entitled to pay equal to 100% of any accumulated sick leave up to a maximum of 100 days. Employees who leave employment in good standing shall have sick time paid out in accordance with appendix VII.~~

#### **315. LAYOFFS AND FURLOUGHS**

315.1 Layoffs: Any municipal employee may be laid off when it is necessary to reduce the number of employees in any department because of a shortage of work or funds, abolition of a position, change in departmental functions or organizations, or for related reasons which do not reflect discredit on the employee. Employees shall be laid off insofar as possible in inverse order of length of service within the class of positions. Persons laid off in accordance with the foregoing procedure shall be entitled to have their names placed at the head of a reinstatement list, according to their seniority.

315.2 Furloughs: In the event of unforeseen circumstances, including, but not limited to, budget shortfalls, technology failures, disease, loss of grant funding, etc., the Village may determine to place one or more employee(s) on partial or full Furlough. A Furlough is a form of leave from employment



during which the employee is not paid wages for time spent on such leave, although the employee remains employed. Typically, Furloughs are an alternative to a layoff and therefore protect an employee's employment.

The Unified Manager, with input from Department Heads, will determine which positions will be assigned to be on Furlough. The Unified Manager will also determine the length and frequency of any Furloughs, and what insurances, leaves and other benefits will be continued or discontinued during the Furloughs.

If an employee holds a position covered by a collective bargaining agreement, the Village will give advance notice of and or bargain with the Association regarding proposed Furloughs to the extent that it is legally required to do so under the particular collective bargaining agreement and the law.

### **316. SENIORITY**

Earned seniority shall not be lost due to authorized leave of absence or military service. All seniority rights shall be lost by resignation or dismissal.

### **317. METHODS OF REINSTATEMENT**

Whenever a vacancy occurs in any position, the Unified Manager shall reinstate in the same position in which they were formerly employed any person who had been appointed and who had been temporarily separated from the position, and their seniority of service shall be governed by the date of their original appointment, subject to passing a physical examination, if the layoff was longer than thirty (30) days.

### **318. ARMED SERVICES**

(1) Any full-time employee of the Village who is a duly qualified member of the reserve components of the armed forces of the United States of America or State of Vermont and:

(a) who, in order to receive military training with the armed forces of the United States, not to exceed fifteen (15) days in any one fiscal year, leaves a position other than a temporary position, and,

(b) who gives evidence defining the date of departure and the date of return for purposes of military training thirty (30) days prior to the date of departure, and

(c) who shall further give evidence of the satisfactory completion of such training immediately thereafter, and

(d) who is still qualified to perform the duties of such position, shall upon return be entitled to be restored to their previous or similar position with the same status, pay and seniority. In such circumstances, seniority shall continue to accrue during such period of absence. Such period of absence shall be construed as an absence with leave. Under such circumstances, the Village shall pay the employee the difference between what they are paid by the military during such training period, and what they would have earned with the Village. Such period of absence shall not be deducted from the employee's vacation pay, or counted as vacation time.

(2) If an employee is called to active duty, they shall be entitled to accrue and maintain all benefits for a period of thirty (30) days after the employee has been placed on active duty. Under such circumstances, the Village shall pay the employee the difference between what they are paid by the military during such time period, and what they would have earned with the Village.

After thirty days, the Village will not make up the difference in pay. Also, benefits will no longer accrue during this time period or be paid for by the Village.

Each employee shall also have such other re-employment rights as provided by (and subject to the conditions of) 38 U.S.C. Section 4304.

## **ARTICLE 4 EMPLOYEE CONDUCT (ALL EMPLOYEES)**

### **401. EMPLOYEE CONDUCT**

If an employee's conduct falls below a desirable standard, they may be subject to disciplinary action. A few examples of causes for which an employee may be disciplined are:

- (1) Failure to follow the orders of one's Supervisor.
- (2) Being absent without permission.
- (3) Being habitually absent or tardy.
- (4) Being wasteful of material, property or working time.
- (5) Inability to get along with fellow employees.
- (6) Drinking on the job or arriving on the job under the influence of alcohol or narcotics.
- (7) Conduct which is unbecoming a Village employee.
- (8) Any criminal offense.
- (9) Unethical behavior.
- (10) Loss of a license or certificate issued by State and/or Federal authority needed to conduct daily work.

#### **401.1. VIOLENCE**

Violence, or the threat of violence, by or against any employee of the Village of Essex Junction or other person is unacceptable and contrary to Village policy, and will subject the perpetrator to serious disciplinary action and possible criminal charges.

### **402. GRIEVANCE PROCEDURES**

Full-time employees who believe that they have received inequitable treatment because of some condition of their employment may personally, or through their representative, appeal for relief through the following steps:

- (1) Employees are expected to discuss any grievance initially with their immediate Department Head. Then, if the matter is not settled, the employee may choose to submit the grievance in writing to the Unified Manager, who shall give a written reply within one week.
- (2) The Unified Manager may be requested in writing to bring the matter before the Trustees who, for the purposes of this section, shall act as the Personnel Board.
- (3) These steps should be followed in sequence. A step may be skipped if the complaint is against the employee's supervisor for harassment, discrimination, "whistle blowing" or some other matter where the employee is concerned about retaliation.
- (4) The Village maintains an "open door" policy for all employees. The requirements of written presentations are not intended to preclude the use of frank and informal conferences as a means of reaching settlements.

### **403. SUSPENSIONS AND DISMISSALS**

(a) The Unified Manager or Department Head, with the approval of the Unified Manager, may suspend, for disciplinary reasons, any employee in their department. The Unified Manager or Department Head, with the approval of the Unified Manager, may dismiss an employee at any time for cause. Cause shall include but not be limited to those causes for disciplinary action defined in Section 401, or physical or mental disability. Prior to suspension or dismissal, the employee shall be notified

in writing of the charges against the employee, the reasons for the suspension or dismissal, and their right to attend a hearing with the Unified Manager and/or Department Head. The employee may bring representation to the hearing and will be allowed to present evidence in their defense. After the hearing, if suspension or dismissal is carried out, the employee shall be notified in writing of their right to appeal to the Trustees in accordance with Section 403 (b). Copies of the notice shall be forwarded to the Trustees.

(b) Within ten (10) days of the receipt of such notice, an employee may request a hearing before the Trustees by filing such request with the Unified Manager. The Trustees then shall proceed to hold such hearing not less than ten (10) days nor more than twenty (20) days after receipt by the Unified Manager of the hearing request. At the hearing, the employee is entitled to be represented by counsel and to answer and be heard on the charges. Within ten (10) days of the conclusion of the hearing, the Trustees shall forward the written findings of fact and their decision to the employee. The Trustees may support the action of the Unified Manager or may modify it.

(c) The provisions of Section 401 shall not apply to probationary employees who, during such probationary period, may be freely suspended or discharged.

#### **404. HEARINGS**

The Trustees, upon notification of a request for investigation and hearing, shall cause copies of the written charges to be served personally upon the official or employee against whom such charges are filed, or shall have the same mailed to their address notifying them of the time and place of the hearing. An investigation of charges may be broad in their character and evidence may be heard upon any facts or circumstances pertinent or applicable to such charges.

#### **405. FINDING AND DECISION**

The finding and decision of the Trustees following the hearing of charges shall be final. Notice of the decision shall be sent to the employee.

### **ARTICLE 5 SALARIED EMPLOYEES**

#### **501. FLEX TIME**

Salaried employees may flex their hours over a two week period. If they work extra hours one day, they can take the hours off another day.

#### **502. WORKING FROM HOME**

Salaried employees may work at home with the approval of the Unified Manager.

#### **503. WORKING ON HOLIDAYS**

Salaried employees who work on a holiday may take another day off in lieu of the holiday, with the Unified Manager's approval.

### **ARTICLE 6 VOLUNTEER FIREFIGHTERS RULES AND BENEFITS**

#### **601. EFFECT**

The provisions of these rules and benefits shall apply to all volunteer firefighters of the Village.

These rules and benefits are subject to change at any time by majority vote of the Village Trustees.

#### **602. MEMBERSHIP**

(1) Volunteers may express their interest in serving with the Essex Junction Volunteer Fire

Department by completing an application form.

(2) Volunteers may be appointed by the Essex Junction Fire Chief based on the needs of the department and subject to passing a physical.

(3) No volunteer shall be denied appointment or be dismissed from the Essex Junction Volunteer Fire Department on the basis of race, color, religion, national origin or sex.

(4) A volunteer firefighter may be dismissed or suspended by the Fire Chief on written notice, but shall be entitled to a hearing on such dismissal or suspension before the legislative body of the municipality if a written request for a hearing is submitted to the legislative body by the firefighter dismissed or suspended within five days after receipt of notice thereof. The legislative body may revoke such dismissal or suspension, and may order reinstatement of a firefighter suspended or dismissed.

### **603. ATTENDANCE**

Volunteer firefighters are required to attend 5 training sessions per quarter.

### **604. APPOINTMENTS**

(1) In accordance with the Essex Junction Village Charter, the Fire Chief shall be appointed to a one year term by the Unified Manager with the approval of the Village Trustees. Residents of the Village or a member of the Fire Department who resides in the Town of Essex shall be eligible to hold the office of Village Fire Chief.

(2) The Fire Chief shall appoint the Assistant Fire Chiefs. The Captain(s) and Lieutenant(s) of the department shall be appointed by the Fire Chief.

### **605. PAY**

(1) Volunteer firefighters shall receive a minimum starting hourly rate of pay. In addition, after every five years of service \$.25 per hour will be added to the volunteer firefighter's base pay. Pay adjustments will be effective on July 1<sup>st</sup>, the first day of the new fiscal year, if the budget allows.

(2) The Chief shall receive an hourly premium of \$3.00 per hour. The Assistant Chiefs shall receive an hourly premium of \$2.50 per hour. The Captains shall receive an hourly premium of \$2.00 per hour. The lieutenants shall receive an hourly premium of \$1.50 per hour.

(3) Work Related Training: Volunteer firefighters shall not receive pay during routine (in-town) training or for attending fire department meetings. Volunteer firefighters shall be paid their regular rate for non-routine (out-of-town) training approved by the Fire Chief or training officer. The volunteer firefighter's time shall not be reimbursed for time outside of the training sessions (i.e., travel time, overnight, etc.).

### **606. RELIGIOUS BELIEFS ACCOMMODATION POLICY**

It is the Village of Essex Junction's policy to respond to requests from volunteer firefighters for reasonable accommodation for religious beliefs to the extent required by applicable law. The volunteer firefighter must make their need and the basis for that need known to the Fire Chief. The request shall be in writing and include pertinent information such as the name of the religion, the name of a local religious leader, what is the precise accommodation needed, the reason it is needed and demonstration that it is not subject to waiver or reasonable modification. Upon receipt of the written request, the Fire Chief shall give the volunteer firefighter a written response to the request. Generally, reasonable accommodation for religious beliefs will be granted if:

(1) The volunteer firefighter establishes that the request is based on a genuinely held religious belief, to be verified by the volunteer firefighter's religious leader or by other proof of applicable religious doctrine if the Fire Chief deems it necessary, in which case the volunteer firefighter,

religious leader, or applicable doctrine should attest that the religious requirement is not waivable or subject to reasonable modification.

(2) The volunteer firefighter can perform all the essential functions of their position with reasonable accommodations;

(3) Reasonable accommodation can be made without imposing undue hardship on the Essex Junction Volunteer Fire Department;

(4) The volunteer firefighter agrees to notify the Fire Chief immediately if changes in circumstances eliminate the need for accommodation; and

(5) The accommodation does not result in illegal discrimination as to other volunteer firefighters.

#### **607. EMPLOYEE ASSISTANCE PROGRAM POLICY**

The Village of Essex Junction has adopted an Employee Assistance Program (EAP). The program is offered to all volunteer firefighters and their families.

The Employee Assistance Program provides volunteer firefighters and their families with **confidential**, professional assistance for their personal problems. Volunteer firefighters and immediate family members are encouraged to use this voluntary program.

It is recognized that almost any human problem can be successfully treated, provided it is identified in its early stages and referral is made to an appropriate source of care. This applies whether the problem is one of physical or mental illness, emotional distress, finances, marital or family distress, alcohol or drug abuse, legal problems or other concerns.

The Village of Essex Junction is proud to offer the above program to its volunteer firefighters. The Employee Assistance Program reinforces our commitment to have healthy volunteer firefighters delivering the best possible service to the public.

APPENDIX I

COMPENSATORY TIME CONVERSION FORM

Employee Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Requested number of Comp Time Hours to be converted to pay (minimum of 4 hrs.):  
\_\_\_\_\_

Gross compensation expected (hours to be converted x hourly rate): \_\_\_\_\_

Accrued comp time balance before conversion: \_\_\_\_\_

Accrued comp time balance expected after conversion: \_\_\_\_\_

Number of comp time hours previously converted this fiscal year (max is 40): \_\_\_\_\_

Total number of hours converted this fiscal year after this conversion: \_\_\_\_\_

APPENDIX II  
SICK TIME CONVERSION FORM

Employee ID # \_\_\_\_\_

Employee Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Check one:

Requested number of Sick Days to be converted to Vacation: \_\_\_\_\_

Requested number of Sick Days to be converted to Pay: \_\_\_\_\_

Accrued sick time balance before conversion: \_\_\_\_\_ hours (must be at least 600).

Accrued sick time balance expected after conversion: \_\_\_\_\_ hours

Accrued vacation time balance before conversion: \_\_\_\_\_ hours

Accrued vacation time balance expected after conversion: \_\_\_\_\_ hours

Number of sick days previously converted this fiscal year (max. is 10 days): \_\_\_\_\_

Total number of sick days converted this fiscal year after this conversion: \_\_\_\_\_

---

Sick Time to Personal Time

I hereby certify that I did not take any sick time between \_\_\_\_\_ and \_\_\_\_\_  
and would like to receive two (2) hours of personal time.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

Employee ID # \_\_\_\_\_

For HR/Payroll Department:

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Date

Appendix III  
**VILLAGE OF ESSEX JUNCTION**  
**PART-TIME EMPLOYEE BENEFITS IMPLEMENTATION**

The Village of Essex Junction General Rules and Personnel Regulations states in Article 3, Employee Benefits, that part-time employees scheduled to work at least 20 hours per week year-round, and who have completed an initial six month probationary period, are entitled to paid sick leave, vacation and holidays on a pro-rated basis. In addition, state law enacted in 2016 requires that employers provide paid sick leave to employees that work at least 18 hours per week.

**Purpose**

The purpose of this document is to provide detail in how the part time benefits are to be accrued and guidance in how they are to be used.

**Opt out**

Employees meeting the above criteria may opt out of the benefits provided if they do not wish to adhere to the requirements listed below, except for paid sick leave as required by state law.

Definitions:        **“Week”** means the normally scheduled work week (i.e., 20 or 24 hours).  
                          **“Day”** means 1/5 of the normally scheduled work week.

Paid leave hours are intended to offset, not add to, the employees’ normally scheduled paid work week. If an employee has worked their normally scheduled week, they are not entitled to additional paid leave time. The exception is that when a Village paid holiday falls in the work week, the employee shall receive their holiday pay plus pay for all hours worked. Supervisors should consider paid holidays when scheduling part-time staff hours.

**Paid Holidays:** 13 Village scheduled holidays, plus 2 personal holidays of the employee’s choice to be prorated based upon employees normal work schedule. The two personal holidays are available at the beginning of each fiscal year (July 1) and **must** be used during the fiscal year; they do not carry over.

An employee scheduled to work 20 hours per week will receive 4 hours of holiday pay for the week that includes a holiday. The 2 personal holidays would be at 4 hours each, or 8 hours total.  
An employee scheduled to work 24 hours per week will receive 4.8 hours of holiday pay for the week that includes a holiday. The 2 personal holidays would be 4.8 hours each, or 9.6 hours total.  
Part-time employees may not be paid for more than their normally scheduled day when using Personal Holiday pay. Personal Holiday time may be taken in units of ½ hour or more at the discretion of the employee. However, staffing needs should be considered when taking personal holiday time. Department head must be notified if employee plans to use two personal holidays in a row.

**Paid Vacation:** New Hire to 5 years, 3 weeks (15 days); 6 years to 10 years, 4 weeks (20 days); after 10 years, 5 weeks (25 days), after 20 years, 5 weeks and 2 days (27 days). Employees **must** use 50% of their annual vacation accrual each year and may carry over unused accrued vacation time but are limited to a balance of 6 weeks at ~~their anniversary date~~the end of the calendar year (120 hours for 20 hour/week employees, 144 hours for 24 hour/week employee). Vacation time is accrued monthly to be prorated based on employee’s normal work schedule.

An employee scheduled to work 20 hours per week will accrue:

- 7.5 days per year (5 hours per month) if new hire to 5 years
- 10 days per year (6.67 hours per month) if 5 years to 10 years
- 12.5 days per year (8.33 hours per month) after 10 years of employment
- 13.5 days per year (9 hours per month) after 20 years of employment



An employee scheduled to work 24 hours per week will accrue:

- 9 days per year (6 hours per month) if new hire to 5 years
- 12 days per year (8 hours per month) if 5 years to 10 years
- 15 days per year (10 hours per month) after 10 years of employment.

Part-time employees may not be paid for more than their normally scheduled week when using paid vacation. Requests for vacation time must be approved by the Department Head. Vacation time may be used in units of ½ hour or more with the approval of the Department head. Employees must use accrued paid vacation time before requesting unpaid leave.

**Paid Sick Leave for employees who work at least 20 hrs/week:** 18 days per year, accrued monthly. Employees may carry over unused accrued sick leave from year to year. The 18 days per year are prorated according to employee's normal work schedule:

An employee scheduled to work 20 hours per week will accrue 9 days of sick leave per year, or 6 hours per month.

An employee scheduled to work 24 hours per week will accrue 10.8 days of sick leave per year, or 7.2 hours per month.

Part-time employees may not be paid for more than their normally scheduled day when using paid sick leave.

Paid sick leave may be used ~~for the following reasons:~~ in compliance with Vermont Sick Leave Law 21 V.S.A. §§ 481 – 486. Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the Unified Manager.

- ~~— Employee's own illness or injury~~
- ~~— To obtain medical treatment, including routine exams~~
- ~~— To care for a sick or injured family member~~
- ~~— To arrange for or assist a family member in arranging medical or legal services relating to domestic violence, sexual assault, or stalking~~
- ~~— To care for dependent because the school or business where that individual is normally located is closed for public health or safety reasons~~

~~For the purposes of sick leave, family member is defined as parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child.~~ Except for emergency situations, employees should make every effort to schedule appointments outside of their regular work day.

**Paid Sick Leave for employees who work an average of 18 hrs/week:** 48 hours per year, accrued monthly. Employees may carry over unused accrued sick leave from year to year. Part-time employees may not be paid for more than their normally scheduled day when using paid sick leave.

Paid sick leave may be used for the following reasons in compliance with Vermont Sick Leave Law 21 V.S.A. §§ 481 – 486. Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the Unified Manager.:

- ~~— Employee's own illness or injury~~
- ~~— To obtain medical treatment, including routine exams~~
- ~~— To care for a sick or injured family member~~
- ~~— To arrange for or assist a family member in arranging medical or legal services relating to domestic violence, sexual assault, or stalking~~
- ~~— To care for dependent because the school or business where that individual is normally located is closed for public health or safety reasons~~

~~For the purposes of sick leave, family member is defined as parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child.~~ Except for emergency situations, employees should make every effort to schedule appointments outside of their regular work day.

Part-time employees are not entitled to payment for unused sick time upon separation from employment.

APPENDIX IV  
VILLAGE OF ESSEX JUNCTION  
SUMMARY OF FULL-TIME EMPLOYEE BENEFITS

All benefits (except paid holidays which start immediately) start the first of the month after date of hire.

- Paid Holidays: 13 scheduled holidays, plus 2 personal holidays of the employee's choice.
- Paid Vacation: New Hire to 5 years, 3 weeks; 6 years to 10 years, 4 weeks; after 10 years, 5 weeks; after 20 years, 5 weeks and 2 days. Vacation time is accrued monthly.
- Paid Sick Leave: 18 days per year, accrued monthly.
- Health Insurance: Employees have the option of choosing either the MVP VT Platinum plan, the MVP Gold Standard plan, or the MVP Gold CDHP High Deductible as defined in the health exchange (Vermont Health Connect). The Village contributes to the monthly premium in a dollar amount equal to 86% of the Platinum plan premium cost. The Village also provides an HRA to pay the first dollars of the annual deductibles and copays in the following amounts: \$2,250 for single subscribers, \$4,500 for employee & spouse, employee & child(ren), employee & family.
- Dental Insurance: Northeast Delta Dental covers 100% Diagnostic & Preventative; 80% basic; 50% Major (includes implant services). Annual maximum coverage \$1,500 per person. Village pays 100% of the premium, employee pays \$25-\$75 deductible per year. 50% orthodontic coverage for eligible children up to age 19 (lifetime max of \$1,250).
- Vision: Vision Service Plan, covers one vision exam per year (\$10 copay), \$130 frame allowance every other year; basic lenses every year (\$25 copay); \$130 allowance for contact lenses (may have \$60 copay). Village pays 100% of the premium.
- Short Term Disability/Life Insurance: \$400 per week short term disability coverage, 2 ½ times base salary up to \$100,000 life insurance. Village pays 100% of the premium.
- Retirement: ICMA Retirement Corporation 401A. Employees contribute 5% of their regular income, Village contributes 10%.
- Invest EAP Employee Assistance Program: Free assistance for all Village employees.
- Tuition Reimbursement: For courses related to jobs within the Village classification system and subject to Unified Manager's approval. Limited to 6 credits per year, based on UVM in-state rates.
- Gym Membership/Self Betterment Programs: up to \$350 per year reimbursement for gym membership, recreational activities, athletic footwear. This is a taxable fringe benefit.
- Uniforms (Public Works & Waste Water Departments only): Uniform allowance up to ~~\$750~~ \$675 per year to be reimbursed at 130% of cost to cover any taxes associated with such reimbursement. This is a taxable fringe benefit.

Optional Benefits:

- 457 Deferred Compensation Plan through the ICMA Retirement Corp. is a tax-deferred savings plan.
- FSA (Flexible Spending Account). Up to \$2,500 may be set aside, pre-tax to pay qualified medical expenses not covered by insurance and/or the HRA.

APPENDIX V  
**VILLAGE OF ESSEX JUNCTION**  
**MERIT PAY SCALE**

**Salary Merit Pay Scale (assumes employee's at GOOD unless otherwise defined)**

|                       | Rating       | Percentage Increase                 |                         |                           |
|-----------------------|--------------|-------------------------------------|-------------------------|---------------------------|
|                       |              | Min - 25th percentile<br>(low tier) | 25% - 50%<br>(mid-tier) | 50% to Max.<br>(top tier) |
| <b>OUTSTANDING</b>    | <b>—5.00</b> | <b>6.00%</b>                        | <b>5.000%</b>           | <b>4.500%</b>             |
|                       | —4.75        | 5.75%                               | 4.75%                   | 4.325%                    |
| Very Good/Outstanding | —4.50        | 5.50%                               | 4.500%                  | 4.150%                    |
| -                     | —4.25        | 5.25%                               | 4.250%                  | 3.975%                    |
| <b>VERY GOOD</b>      | <b>—4.00</b> | <b>5.00%</b>                        | <b>4.000%</b>           | <b>3.800%</b>             |
| -                     | —3.75        | 4.75%                               | 3.875%                  | 3.600%                    |
| Good/Very Good        | —3.50        | 4.50%                               | 3.750%                  | 3.400%                    |
| -                     | —3.25        | 4.25%                               | 3.625%                  | 3.200%                    |
| <b>GOOD</b>           | <b>—3.00</b> | <b>4.00%</b>                        | <b>3.500%</b>           | <b>3.000%</b>             |
| -                     | —2.75        | 3.50%                               | 3.125%                  | 2.675%                    |
| Adequate/Good         | —2.50        | 3.00%                               | 2.750%                  | 2.350%                    |
| -                     | —2.25        | 2.50%                               | 2.375%                  | 2.025%                    |
| <b>ADEQUATE</b>       | <b>—2.00</b> | <b>2.00%</b>                        | <b>2.000%</b>           | <b>1.700%</b>             |
| -                     | —1.75        | 1.50%                               | 1.500%                  | 1.275%                    |
| Marg./Adequate        | —1.50        | 1.00%                               | 1.000%                  | 0.850%                    |
| -                     | —1.25        | 0.50%                               | 0.500%                  | 0.425%                    |
| <b>MARGINAL</b>       | <b>-1.00</b> | <b>0.00%</b>                        | <b>0.000%</b>           | <b>0.000%</b>             |

| Pay Scale effective July 1, 2017 |                        |                   |                    |                   |                    |                 |  |
|----------------------------------|------------------------|-------------------|--------------------|-------------------|--------------------|-----------------|--|
| Grade                            | Minimum<br>Hourly Rate | Minimum<br>Annual | Quartile 2<br>25th | Midpoint<br>50th  | Quartile 3<br>75th | Maximum<br>None |  |
| 0                                | 9.54                   | 19,780.80         | 40.06              | 41.14             | 42.24              |                 |  |
| 1                                | \$ 10.96<br>40.25      | 21,320.00         | \$ 11.73<br>41.48  | \$ 12.55<br>42.72 | \$ 13.43<br>43.96  |                 |  |
| 2                                | \$ 12.14<br>41.79      | 24,523.20         | \$ 13.61<br>43.21  | \$ 15.05<br>44.64 | \$ 16.53<br>46.05  |                 |  |
| 3                                | \$ 13.86<br>43.46      | 27,996.80         | \$ 15.54<br>45.09  | \$ 17.20<br>46.70 | \$ 18.86<br>48.34  |                 |  |
| 4                                | \$ 15.40<br>44.95      | 31,096.00         | \$ 17.23<br>46.73  | \$ 19.08<br>48.52 | \$ 20.93<br>20.32  |                 |  |
| 5                                | \$ 17.11<br>46.61      | 34,548.80         | \$ 19.15<br>48.59  | \$ 21.21<br>20.59 | \$ 23.26<br>22.58  |                 |  |

|    |                          |           |                          |                       |                          |
|----|--------------------------|-----------|--------------------------|-----------------------|--------------------------|
| 6  | <u>\$ 18.96</u><br>18.41 | 38,292.80 | <u>\$ 21.23</u><br>20.61 | <u>23.50</u><br>22.82 | <u>\$ 25.79</u><br>25.04 |
| 7  | <u>\$ 21.06</u><br>20.45 | 42,536.00 | <u>\$ 23.60</u><br>22.91 | <u>26.13</u><br>25.37 | <u>\$ 28.65</u><br>27.82 |
| 8  | <u>\$ 23.37</u><br>22.69 | 47,195.20 | <u>\$ 26.18</u><br>25.42 | <u>28.98</u><br>28.14 | <u>\$ 31.79</u><br>30.86 |
| 9  | <u>\$ 25.96</u><br>25.20 | 52,416.00 | <u>\$ 29.07</u><br>28.22 | <u>32.18</u><br>31.24 | <u>\$ 35.30</u><br>34.27 |
| 10 | <u>\$ 28.80</u><br>27.96 | 58,156.80 | <u>\$ 32.26</u><br>31.32 | <u>35.72</u><br>34.68 | <u>\$ 39.17</u><br>38.03 |
| 11 | <u>\$ 31.96</u><br>31.03 | 64,542.40 | <u>\$ 35.79</u><br>34.75 | <u>39.63</u><br>38.48 | <u>\$ 43.47</u><br>42.20 |
| 12 | <u>\$ 34.54</u><br>33.53 | 69,742.40 | <u>\$ 38.67</u><br>37.54 | <u>42.98</u><br>41.73 | <u>\$ 46.98</u><br>45.64 |
| 13 | <u>\$ 43.00</u><br>41.75 | 86,840.00 | <u>\$ 46.58</u><br>45.22 | <u>50.16</u><br>48.70 | <u>\$ 53.76</u><br>52.19 |

Appendix VI  
 VILLAGE OF ESSEX JUNCTION  
 JOB STRUCTURE

| EXEMPT/<br>NON-EXEMPT | GRADE | JOB CLASSIFICATION/TITLE   | PT/FT |
|-----------------------|-------|--|-------|
| NE                    | n/a   | Library Substitute   | PT    |
| NE                    | n/a   | Seasonal Grounds Maint./General Labor &<br>Administrative Support      | PT    |
| NE                    | 0     | Library Assistant/Shelver  | PT    |
| NE                    | 1     | (No classifications at present)  |       |
| NE                    | 2     | Library Technical Ass't II Circ. Dept.                                 | PT    |
| NE                    | 3     | Library Technical Ass't I Circ. Dept.                                  | PT    |
| NE                    | 3     | Library Technical Ass't I Youth & Circ. Dept.                          | PT    |
| NE                    | 3     | Equip Operator/Maint. Tech II  | FT    |
| NE                    | 3     | Wastewater Plant Attendant   | FT    |
| NE                    | 4     | Grounds and Facilities Technician                                      | FT    |
| NE                    | 4     | Library Technical Assistant I Tech. Svcs.                              | PT    |
| NE                    | 4     | Library Ass't Youth & YA Services                                      | PT    |
| NE                    | 4     | Secretary to Water Quality Superintendent                              | PT    |
| NE                    | 4     | Office Assistant   | PT    |
| NE                    | 4     | Preschool Assistant Teacher  | FT    |
| NE                    | 5     | Assistant Youth Librarian  | FT    |
| NE                    | 5     | Assistant Librarian  | FT    |
| NE                    | 5     | Ass't Zoning Administrator/<br>Admin Ass't. to Community Dev. Director | FT    |
| NE                    | 5     | Equip Operator/Maint. Tech I   | FT    |
| NE                    | 5     | Equip Op/Maint. Tech/Crew Leader                                       | FT    |
| NE                    | 5     | Wastewater Plant Operator II   | FT    |
| NE                    | 6     | Accountant   | FT    |
| NE                    | 6     | Administrative Assistant   | FT    |
| NE                    | 6     | Business Coordinator   | FT    |
| NE                    | 6     | Circulation Librarian  | FT    |
| NE                    | 6     | Licensed Childcare Site Coordinator                                    | FT    |
| NE                    | 6     | Water System Technician  | FT    |
| NE                    | 6     | Youth Services Librarian   | FT    |
| E                     | 7     | Afterschool Enrichment Director  | FT    |
| E                     | 7     | Assistant Library Director   | FT    |
| E                     | 7     | Licensed Childcare Assistant Director                                  | FT    |
| NE                    | 7     | Preschool Head Teacher   | FT    |
| NE                    | 7     | Wastewater Plant Op I  | FT    |
| NE                    | 8     | Asst. Chief WW Plant Operator  | FT    |
| NE                    | 8     | Stormwater Coordinator/Wastewater Operator                             | FT    |
| E                     | 8     | Grounds & Facilities Director  | FT    |
| E                     | 8     | Preschool Director   | FT    |

| EXEMPT/<br>NON-EXEMPT | GRADE | JOB CLASSIFICATION/TITLE       | PT/FT |
|-----------------------|-------|--------------------------------|-------|
| E                     | 8     | Program Director               | FT    |
| NE                    | 8     | Public Works Foreman           | FT    |
| E                     | 9     | Asst. to the Manager           | FT    |
| E                     | 10    | Library Director               | FT    |
| E                     | 10    | Community Development Director | FT    |
| E                     | 11    | Clerk/Treasurer/Tax Collector  | FT    |
| E                     | 11    | Licensed Childcare Director    | FT    |
| E                     | 11    | Water Quality Superintendent   | FT    |
| E                     | 11    | Public Works Superintendent    | FT    |
| E                     | 12    | Finance Director               | FT    |
| E                     | 13    | Recreation & Parks Director    | FT    |
| E                     | 13    | Manager                        | FT    |

Appendix 7

| <b>*If you leave in good standing<br/>Years of Service &amp; Age 55+</b> | <b>*Up to a Max of<br/>Total Hours</b> |
|--|--|
| 20   | 800                                    |
| 19   | 700                                    |
| 18   | 600                                    |
| 17   | 500                                    |
| 16   | 400                                    |
| 15   | 300                                    |
| 14   | 200                                    |
| 13   | 100                                    |
| 12   | 75                                     |
| 11   | 50                                     |
| 10   | 25                                     |

| <b>*If you leave in good standing<br/>Years of Service No Age Requirement</b> | <b>*Up to a Max of<br/>Total Hours</b> |
|---|--|
| 20  | 400                                    |
| 19  | 350                                    |
| 18  | 300                                    |
| 17  | 250                                    |
| 16  | 200                                    |
| 15  | 150                                    |
| 14  | 100                                    |
| 13  | 50                                     |
| 12  | 37.5                                   |
| 11  | 25                                     |
| 10  | 12.5                                   |