



VILLAGE OF ESSEX JUNCTION TRUSTEES
TOWN OF ESSEX SELECTBOARD
SPECIAL MEETING AGENDA

Online and 81 Main Street
Essex Junction, VT 05452
Tuesday, October 19, 2021
6:30 PM

E-mail: manager@essexjunction.org

www.essexjunction.org

Phone: (802) 878-6951

This meeting will be held both remotely and in person. Available options to watch or join the meeting:


- WATCH: the meeting will be live-streamed on Town Meeting TV.
JOIN ONLINE: Join Microsoft Teams Meeting. Depending on your browser, you may need to call in for audio (below).
JOIN CALLING: Join via conference call (audio only): (802) 377-3784 | Conference ID: 471 318 120#
PROVIDE FULL NAME: For minutes, please provide your full name whenever prompted.
CHAT DURING MEETING: Please use "Chat" to request to speak, only. Please do not use for comments.
RAISE YOUR HAND: Click on the hand in Teams to speak or use the "Chat" feature to request to speak.
MUTE YOUR MIC/TURN OFF VIDEO: When not speaking, please mute your microphone on your computer/phone.

- CALL TO ORDER [6:30 PM]
AGENDA ADDITIONS/CHANGES
APPROVE AGENDA
PUBLIC TO BE HEARD
a. Comments from Public on Items Not on Agenda
BUSINESS ITEMS
a. *Interview and potential appointment: Rupesh Asher for Housing Commission
b. *Interview and potential appointment: Alison Levy for Housing Commission
c. *Interview and potential appointment: Ta-Tanisha Redditta for Housing Commission
d. *Interview and potential appointment: Elizabeth White for Housing Commission
e. Presentation and potential action on inclusionary zoning
f. **Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction
g. ***Discussion of personnel
READING FILE
a. Board member comments
b. List of Boards/Committees/Commission openings
c. News Alert: Essex is Among the Top Safest Cities in Vermont, According to SafeWise [2021 report]
d. Update on shared priorities from June strategic planning session
e. Upcoming meeting schedule
EXECUTIVE SESSION
a. * An executive session may be requested to discuss the appointments of public officials
b. **An executive session may be needed to discuss negotiation of contracts and agreements between the Town of Essex and Village/City of Essex Junction
c. ***An executive session may be requested to discuss the employment of public employees
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: 10/15/2021 [Signature]

Memorandum

To: Town Selectboard, Village Trustees, Evan Teich, Unified Manager
From: Linda Mahns, Administrative Assistant 
Re: Appointment of volunteer to the Housing Commission
Date: October 12, 2021

Issue

The issue is whether the Selectboard and Trustees will appoint a volunteer to the Housing Commission.

Discussion

Rupesh Asher has stepped forward for consideration to join the Housing Commission and their letter of interest has been combined with this memo.

For reference, the following seats are vacant:

Committee/Board	Open seats	Term(s) ending	Status
Housing Commission	1	June 30, 2024	Advertised since 7/20/21

The appointment of public officials can be a protected discussion during the interview, provided that the Selectboard and Trustees make a final decision to appoint a public official in an open meeting and shall explain the reasons for its final decision during the open meeting.

Cost

None.

Recommendation

The Selectboard and Trustees may wish to appoint Rupesh Asher for the Housing Commission vacancy ending June 30, 2024. If the board members wish to enter executive session, the following motion is recommended:

“I move that the Selectboard and Trustees enter into executive session to discuss the proposed public official appointment(s) in accordance with 1 V.S.A. Section 313(a)(3) and to include the Unified Manager, Deputy Manager, and the Assistant Manager.”

To the members of Select Board

Why do I want be a member:

- To serve my community
- For the wellbeing and smooth functions of the town.
- work with others who have the same intention in mind (to further the betterment of the town).
- To give back to the community.

Special Qualities:

- Worked, lived and benefited from community for about 21 years
- Known to many community members when i worked in retail for about 16 years
- I've been in professional organizations related to my career.
- I have planned from organizations budgets to overseeing staff.
- I have worked with boards of the community we live in for betterment of the community.
- Believer of "doing the right thing" to protect the interests of the community.
- I strongly believe that we need to participate with different levels of organizations so we can serve the community.

Experience:


- I personally don't have experience IN government but I am aware of the functionalities of government and the skills needed to maintain a successful community.
- I might not have IN experience but I have been in similar positions.
- I am a team player (kids team at home to complex teams involving many professionals).
- People person (communication skills)
- Passionate about the success and wellbeing of the others.
- I am ready to learn from experiences of my fellow colleagues.

Finally, I live in Essex with my wife and 3 daughters who keep me busy, engaged and active in the community. I love to spend time hiking, biking, and playing tennis in my free time. I worked at Rite aid for 16 years in Essex Junction and now I work as a consultant. I am local and would like to be part of the select board so I can contribute to the betterment of society.

Looking forward to hearing back from you,

Rupesh Asher.

Memorandum

To: Town Selectboard, Village Trustees, Evan Teich, Unified Manager
From: Linda Mahns, Administrative Assistant 
Re: Appointment of volunteer to the Housing Commission
Date: October 12, 2021

Issue

The issue is whether the Selectboard and Trustees will appoint a volunteer to the Housing Commission.

Discussion

Alison Levy has stepped forward for consideration to join the Housing Commission and their letter of interest has been combined with this memo.

For reference, the following seats are vacant:

Committee/Board	Open seats	Term(s) ending	Status
Housing Commission	1	June 30, 2024	Advertised since 7/20/21

The appointment of public officials can be a protected discussion during the interview, provided that the Selectboard and Trustees make a final decision to appoint a public official in an open meeting and shall explain the reasons for its final decision during the open meeting.

Cost

None.

Recommendation

The Selectboard and Trustees may wish to appoint Alison Levy for the Housing Commission vacancy ending June 30, 2024. If the board members wish to enter executive session, the following motion is recommended:

“I move that the Selectboard and Trustees enter into executive session to discuss the proposed public official appointment(s) in accordance with 1 V.S.A. Section 313(a)(3) and to include the Unified Manager, Deputy Manager, and the Assistant Manager.”

October 2, 2021

Dear Selectboard and Trustees,

I am writing to apply for the position of Housing Commissioner on the Essex Housing Commission. I have been a resident of Essex for the past 24 years and, with my husband Max, raised our family of four children here. They all went through the Essex Town School District and I myself recently retired from 17 years of teaching at Essex Middle School.

I understand that the work of the EHC is to advise officials of the Town of Essex and Village of Essex Junction on issues relating to the housing needs of the entire community. While I am fortunate to have always had secure housing, I know that access to affordable housing is not a given. Through my role as a teacher at EMS, I am aware of the changing demographics of Essex and the challenges that families here face to secure housing that meets their needs. I have had students who are homeless and others whose families move frequently due to lack of stable and affordable housing in the greater Burlington area. I know that we want Essex to be a place where our increasingly diverse citizenry can find housing near where they work and take advantage of all our community has to offer.

Additionally, two of my adult children struggle to find affordable housing and I am keenly aware of the challenges facing the next generations of residents of Essex and of Vermont and the nation. It is this awareness that drives me to want to contribute to the Essex Housing Commission's work.


My recent retirement means that I have time to commit to the work of the EHC and I am ready to make that commitment. Please contact me and let me know if you have questions, and what next steps are.

Respectfully,

Alison Levy



Memorandum

To: Town Selectboard, Village Trustees, Evan Teich, Unified Manager
From: Linda Mahns, Administrative Assistant 
Re: Appointment of volunteer to the Housing Commission
Date: October 12, 2021

Issue

The issue is whether the Selectboard and Trustees will appoint a volunteer to the Housing Commission.

Discussion

Ta-Tanisha Redditta has stepped forward for consideration to join the Housing Commission and their letter of interest has been combined with this memo.

For reference, the following seats are vacant:

Committee/Board	Open seats	Term(s) ending	Status
Housing Commission	1	June 30, 2024	Advertised since 7/20/21

The appointment of public officials can be a protected discussion during the interview, provided that the Selectboard and Trustees make a final decision to appoint a public official in an open meeting and shall explain the reasons for its final decision during the open meeting.

Cost

None.

Recommendation

The Selectboard and Trustees may wish to appoint Ta-Tanisha Redditta for the Housing Commission vacancy ending June 30, 2024. If the board members wish to enter executive session, the following motion is recommended:

“I move that the Selectboard and Trustees enter into executive session to discuss the proposed public official appointment(s) in accordance with 1 V.S.A. Section 313(a)(3) and to include the Unified Manager, Deputy Manager, and the Assistant Manager.”

Ta-Tanisha Redditta



JOB OBJECTIVE

I would like to utilize my current skills efficiently while developing new abilities by working in a new and challenging environment.

WORK EXPERIENCE

Owner and Operator

Ready to Go Transportation - Mount Clemens, MI - January 1997 to March 2012

Responsible for scheduling appointments and building steady clientele of consistent routes for current and future customers. Insured promptness in getting clients to destinations in a timely fashion while creating repeat business.

Volunteer Coordinator

Lupus Alliance of America - Saint Clair Shores, MI - January 2010 to August 2010

Supervised volunteers and provided direction, coordination, and consultation for all volunteer functions. Developed, promoted, and maintained a wide range of volunteer opportunities within the organization while managing the offices day to day tasks.

Porter

Enterprise Car Rental - Romulus, MI - January 2008 to August 2008

Cleaned exterior and interior of the cars serviced vehicles being offered for rent and sale to new and existing clients by the company. Responsible for documentation of misplaced property in vehicles along with delivering cars to customers.

Housekeeping

UNICCO Service Company - Detroit, MI - May 2002 to October 2004

Cleaned and maintained standards of cleanliness within an office building on a nightly basis within deadlines set by company. Dusting, vacuuming cleaning restrooms.

EDUCATION

Dorsey Schools- March 2015 to April 2016- Medical Assistant Program- Classes completed

Medical Terminology, Interpersonal Skills, Business Communications
Medical Office Administration, Surgical Asepsis and Pharmacology Lab, Anatomy and

Physiology; Digestive, Urinary, Reproductive System, Medical Insurance and Electronic Health

Records Lab, Urinalysis, Venipuncture and Hematology Lab


Volunteer

AARDA, NAAACP, LUPUS DETROIT, LUPUS FOUNDATION, VA HOSPITAL

ADDITIONAL INFORMATION

Great Communicator, Organizing, Event Planning, Managing, Fundraising

Memorandum

To: Town Selectboard, Village Trustees, Evan Teich, Unified Manager
From: Linda Mahns, Administrative Assistant 
Re: Appointment of volunteer to the Housing Commission
Date: October 12, 2021

Issue

The issue is whether the Selectboard and Trustees will appoint a volunteer to the Housing Commission.

Discussion

Elizabeth (Betsi) White has stepped forward for consideration to join the Housing Commission and their letter of interest has been combined with this memo.

For reference, the following seats are vacant:

Committee/Board	Open seats	Term(s) ending	Status
Housing Commission	1	June 30, 2024	Advertised since 7/20/21

The appointment of public officials can be a protected discussion during the interview, provided that the Selectboard and Trustees make a final decision to appoint a public official in an open meeting and shall explain the reasons for its final decision during the open meeting.

Cost

None.

Recommendation

The Selectboard and Trustees may wish to appoint Betsi White for the Housing Commission vacancy ending June 30, 2024. If the board members wish to enter executive session, the following motion is recommended:

“I move that the Selectboard and Trustees enter into executive session to discuss the proposed public official appointment(s) in accordance with 1 V.S.A. Section 313(a)(3) and to include the Unified Manager, Deputy Manager, and the Assistant Manager.”

Vacancy Essex Housing Commission

Elizabeth White



October, 4, 2021

Ms. Linda Mahns

81 Main St.

Essex Junction, VT 05452

Dear Ms. Mahns,

My name is Betsi White and I am applying for the vacancy on the Essex Housing Commission. My family and I have lived in Essex since 1992 and my 3 children attended schools here. I am a retired family physician.

The lack of affordable housing in our area negatively impacts our ability to attract and retain employees to local businesses as well as teachers, fire fighters and other key community members. Governor Scott has made it a priority to attract young people with jobs to our State but if they cannot find housing they cannot come.

If appointed to this position I will strive to learn how housing in our community currently addresses the mission of the Commission, where advances can be made, be prepared to listen to stakeholders, engage in discussion and advise to further its goals.

Thank you for your consideration.

Sincerely,

Betsi White

Memorandum

To: Essex Selectboard; Essex Junction Trustees; Evan Teich, Unified Manager
From: Darren Schibler & Owiso Makuku, Essex Community Development; Robin Pierce, Essex Junction Community Development
Copy: Essex Housing Commission
Date: October 13, 2021
Subject: Introduction to Inclusionary Zoning

Issue

The issue is to inform the Selectboard and Trustees on the Housing Commission's research on Inclusionary Zoning and solicit feedback on how it may be implemented.

Discussion

As directed in their Charter and by the Essex / Essex Junction Housing Needs Assessment and Action Plan, the Housing Commission has been researching whether and how inclusionary zoning should be adopted locally. Its general purpose is to ensure that a certain amount of new housing development is made affordable, often by pairing this requirement with certain incentives or reliefs from typical land use standards.

The Housing Commission does recommend that the Town and Village consider adopting inclusionary zoning, and the Town and Village Planning Commissions have been generally supportive of this and involved in initial discussions. However, it would take additional research and outreach to determine how best it should be structured to fit the local context and integrate with the Town and Village land use regulations.

Before undertaking this effort, the Housing Commission is presenting their initial findings to the Selectboard and Trustees to solicit questions and input on the issue.

Cost

This memo is for informational purposes only.

Future work on inclusionary zoning would involve staff / volunteer time. If consultants are hired to assist with implementation, the Town and Village procurement policies would be followed.

Recommendation

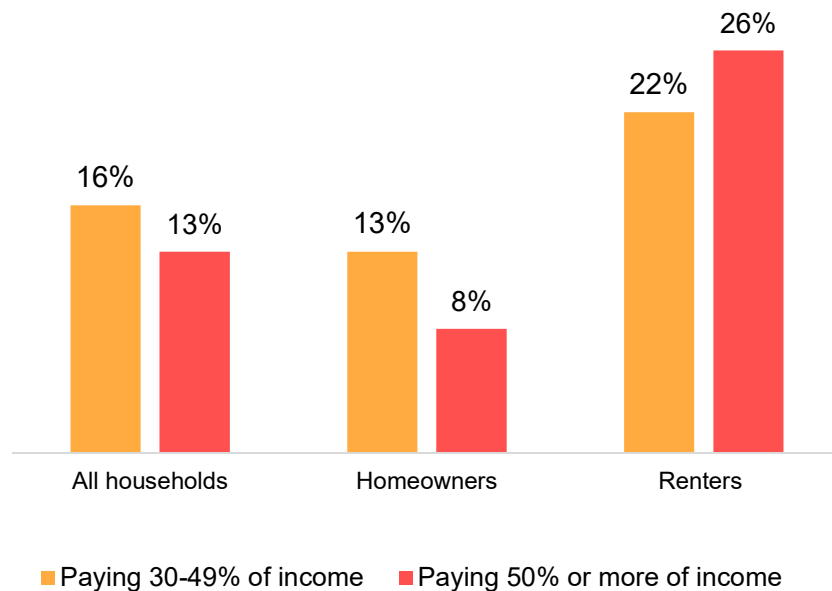
This memo is for informational purposes only.

Inclusionary Zoning in Essex



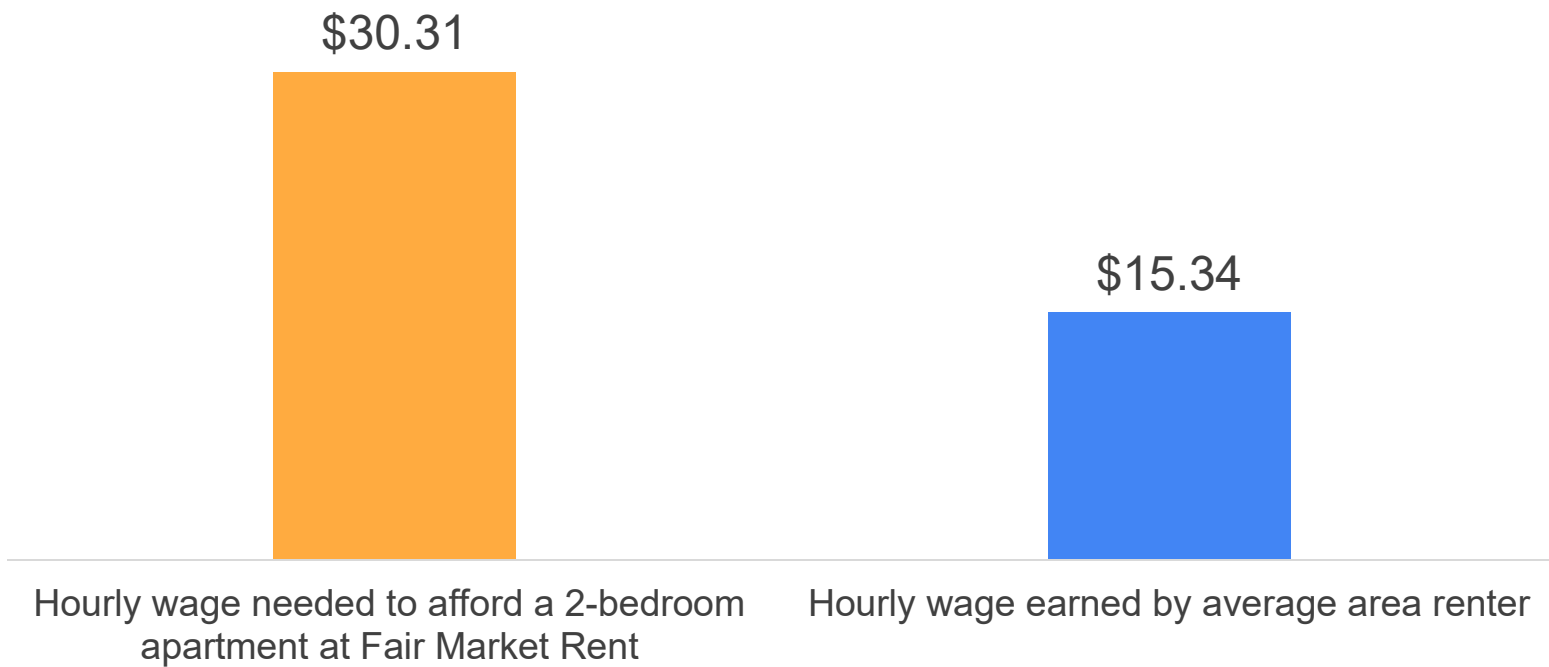
One in three Essex residents pay too much for housing

Essex households by housing costs as percentage of income



- Households should pay no more than 30% of income towards housing costs (rent/mortgage plus utilities).
- Nearly half of Essex renters pay more than they can afford.
- 1,133 Essex households pay more than **half their income** towards housing costs, putting them at high risk of eviction or foreclosure.

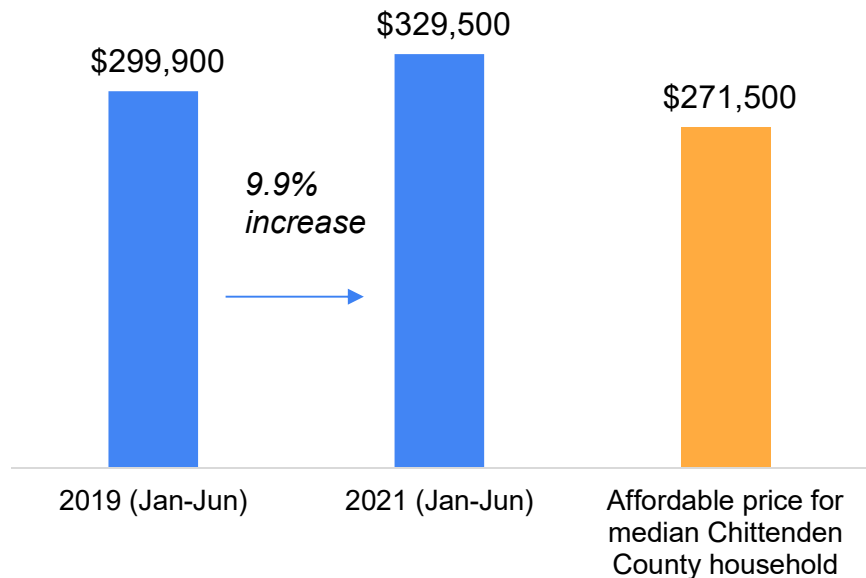
Essex rent prices exceed incomes



Housing costs in Essex likely to increase

- Essex has gained 2,507 residents since 2010 (12.8% increase). This was the largest population increase in the state.
- Most growth in Vermont has happened in and around Chittenden County.
- Increasing demand tends to lead to increased prices for homes sold and rents.

Median home sales price increase during pandemic

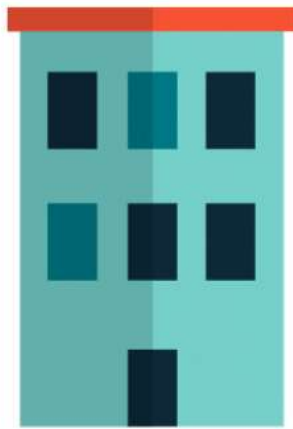


What is inclusionary zoning?

- Inclusionary zoning (IZ) incentivizes private developers to sell or rent a certain percentage of the units in a new housing project below market rate.
- IZ can be voluntary, but 80% of programs nationwide (and all programs in Vermont) are mandatory for all projects above a certain threshold (often 10+ new homes).
- Developers typically receive some incentives to partially offset costs, including density bonuses, reduced permitting fees and priority review.
- Recommended in recent Essex Housing Needs Assessment and Town Plan.



How would inclusionary zoning work?



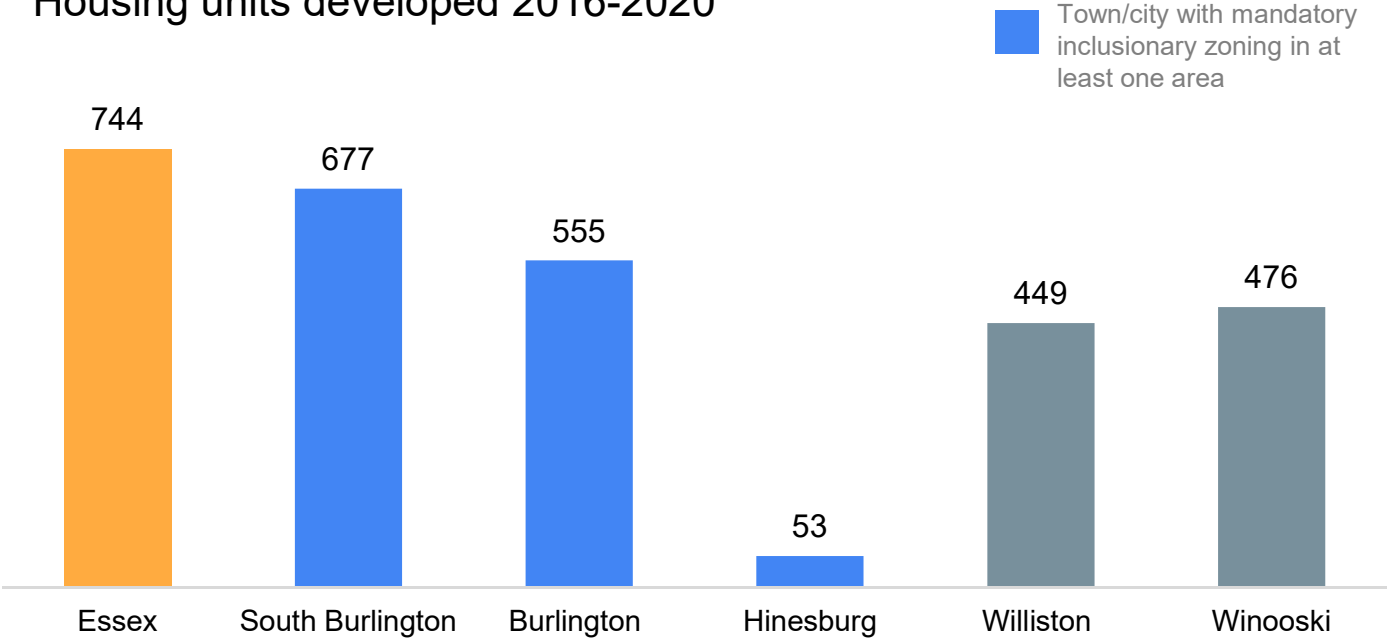
Example:

- 30-unit apartment building
- 6 inclusive homes
- 2-bedroom apartment rented at \$1,295 to a family of 4 earning \$57,500 (60% AMI)

- Policies vary depending on location.
- In most IZ ordinances:
 - Applies to both rentals and homes for sale.
 - 10-20% of units in a project are required to be inclusive.
 - Prices for those units must be affordable to renters earning between 60-80% of the area median or homebuyers earning 80-120%.
- Developers are sometimes permitted to make a payment to a Housing Trust Fund instead of building the homes.
- The ordinance could be town-wide or only in certain areas of Essex.

Can inclusionary zoning work in Essex?

Housing units developed 2016-2020



Source: U.S. Census Bureau building permit survey

Inclusionary zoning implementation process



Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager

Cc: Marguerite Ladd, Assistant Manager

From: Greg Duggan, Deputy Manager

Re: Discussion about and possible executive session for contracts and legal matters regarding Village of Essex Junction's proposed separation from Town of Essex

Date: October 15, 2021

Issue

The issue is for the Trustees and Selectboard to discuss possible agreements for sharing services between the Town of Essex and an independent City of Essex Junction, and whether the Selectboard and Trustees enter into executive session to discuss contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the bodies.

Discussion

The latest revisions to the proposed agreements for sharing of services between the Town of Essex and an independent City of Essex Junction were provided by the Village Attorney the week of October 11. Those documents, which are attached, include the following:

- Draft Memorandum of Understanding regarding agreements for shared services
- Draft Delinquent Tax Agreement
- Draft Shared Financial Services Agreement
- Draft Information Technology Agreement
- Draft Police Services Agreement
- Draft Reappraisal and Assessor Services Agreement
- Draft Right of First Refusal Agreement
- Draft Stormwater Agreement (preceded by an introductory memo from staff and including existing Town and Village MS4 permits)

The Selectboard will have reviewed the documents at their regular meeting on October 18.

In order to have a complete and thorough discussion about this topic, it would appear that an executive session would be necessary because the premature disclosure of the information may put the Trustees/Selectboard and the Village/Town at a substantial disadvantage. Contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body can be protected discussions.

Cost

N/A

Recommendation

If the Trustees/Selectboard wish to enter executive session, the following motions are recommended:

Motion #1

"I move that the Trustees/Selectboard make the specific finding that general public knowledge of contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body would place the Village/Town at a substantial disadvantage."

Motion #2

"I move that the Trustees/Selectboard enter into executive session to discuss contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body, pursuant to 1 V.S.A. § 313(a)(1)(A) and (F) to include the Selectboard/Trustees, Village Attorney, Town Attorney, the Unified Manager, Assistant Manager, and Deputy Manager."

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

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

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

1. The Town and Village have prepared the following tentative agreements which are attached as Exhibits to this MOU:
 - a. Contract for Police Services;
 - b. Reappraisal and Assessor Services Agreement;
 - c. Right of First Refusal for 81 Main Street;
 - d. Stormwater Agreement;...
 - e. Shared Financial Services Agreement;
 - f. Transition Agreement for Finance and IT Information Technology Agreement;...
 - g. Indian Brook;
 - h. and EJRP pProgram Aaccess;
 - i. Senior Bus and Center;
 - j. Delinquent Tax Agreementes;
 - k. Tree Farm Buildings Maintenance;
 - l. Administration Transition (manager, HR, etc.)
 - e-m. _____

2. Should the Vermont Legislature approve the City Charter, the City will enter a transitional period during which the separation of departments, municipal services, and operations will occur. By entering into this MOU the Town does not waive the opportunity to oppose separation or ask for certain conditions during the transition phase at the Legislature and expressly reserves the Town's right to do so. Should the Vermont Legislature not approve the City Charter during the next legislative session, this MOU shall terminate and have no further force or effect unless extended by mutual agreement of the Parties.

3. The Town and Village intend that the Town and City will enter the above referenced tentative agreements generally consistent with the form of those attached hereto as Exhibits A- during the transitional period. ~~While the Town and the Village will work in good faith to execute the agreements, both Parties acknowledge and agree that current Boards may not bind future Boards.~~

4. The Parties agree to first mediate any dispute prior to submitting the matter to court, provided that a mediator may be obtained within 60 days of when such a

DATED this ____ day of _____, 202_.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Delinquent Tax Agreement

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

WHEREAS, the Municipalities desire to define the rights and responsibilities of collecting property tax payments and delinquencies between the Municipalities;

WHEREAS, any property tax payments due or delinquencies incurred for properties located in the Municipalities prior to the effective date of the City Charter will be collected by and payable to the Town of Essex; -and

WHEREAS, ~~beginning on the effective date of the City’s Charter~~during the Transition Period as defined in the City of Essex Junction City Charter, any property taxes due ~~or delinquencies incurred for properties located in the City to the Municipalities and delinquencies incurred for properties located in the City~~ shall be payable to the City;

WHEREAS, during the Transition Period, the City shall pay the Town in full for the Town portion of taxes for properties located in the City;

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

1) Prior to the effective date of the City Charter, all property taxes due and delinquencies incurred for the Village of Essex Junction and the Town of Essex ~~Junction and delinquencies incurred~~ will be collected by and payable to the Town of Essex. The Town of Essex may continue collection efforts, including tax sales, on delinquencies beyond the effective date of the City Charter.

2) ~~On and after the effective date of the City Charter~~During the Transition Period, all property taxes due for the Village of Essex Junction and Town of Essex~~City of Essex Junction~~ and delinquencies incurred for properties within the City shall be payable to and collected by the City.

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3) During the Transition Period, ~~The City shall pay the Town in full for the Town portion of property taxes due from City properties for the Town of Essex for that fiscal year.~~

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4) After the Transition Period, properties within the City will no longer pay taxes to the Town of Essex outside of any remaining delinquencies.

~~2.~~

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5) The Municipalities may choose to work cooperatively on collection efforts for properties with delinquencies owed to both the Town and the City.

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~~3.~~

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

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

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

7) ~~5.~~ This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

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8) ~~6.~~ In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration.

Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.

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

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~~10) 8.~~ Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

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~~11) 9.~~ No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

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DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Shared Financial Services Agreement

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

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

WHEREAS, the Municipalities desire to share certain financial services (“Financial Services”);

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

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

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

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

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

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

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

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

1. Term.

The Initial Term of this Agreement shall be four (4) years from the time the City is established, expiring on June 30 of the fourth year unless earlier terminated by either Municipality pursuant to Section 6 herein. This Agreement shall automatically renew for additional one (1) year terms (“Extended Terms”) at the conclusion of the Initial Term if the Parties do not either terminate the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 6 herein) or enter into a new or revised agreement. This Agreement may continue to renew for an unlimited number of Extended Terms.

2. Shared Finance Leadership

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

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

3. Cost and Payment.

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

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

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

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

4. Personnel Management

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

5. Necessary Actions.

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

6. Termination.

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

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

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

~~b.c.~~ Should the Finance Director employed at the time of execution of the Memorandum of Understanding no longer be employed in that capacity.

7. Amendment.

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

8. Notice.

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

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

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

9. Governing Law; Severability

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

10. Disputes.

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

11. Entire Agreement.

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

12. Assignment; Binding Agreement.

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

13. No Waiver.

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

14. Captions.

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

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Information Technology Agreement

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

WHEREAS, the Municipalities desire to facilitate the migration of the former Village information technology (IT) infrastructure, data, and resources to the City;

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

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

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

1. The City shall provide the Town with a list of IT consultants and staff (“IT Consultants”) the City has authorized to access the former Village’s IT infrastructure, data, and resources. The City shall keep this list current and provide updates to the Town of any changes to this list.
2. The Town shall provide the IT Consultants access to its staff and equipment to plan and facilitate the migration of the former Village IT infrastructure, data, and resources to the City.
3. The Town staff shall work cooperatively with the IT Consultants to facilitate the migration of the former Village IT infrastructure, data, and resources to the City.

[3.4. This Agreement shall terminate at the time the City notifies the Town the migration is complete.](#)

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

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

To City of Essex Junction:

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

4. This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
5. In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.
6. This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.
7. Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
8. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Police Services Agreement

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

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

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

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

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

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

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

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

1. Term.

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

2. Agreement Review.

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

3. Cost and Payment.

The City shall be assessed the cost of the Police Services by calculating, on a per capita basis, its share of the direct and indirect costs and expenses for maintaining the Essex PD the Police Services described herein as set forth in the Town's approved annual budget. The City agrees to pay the Town the assessed cost for the Police Services described herein based upon the Town's approved annual budget on a quarterly basis. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, worker's compensation insurance, property & casualty insurance, liability insurance, training, vehicles, technology, communications; as well as costs associated with operating the police facility to include, but not be limited to, heat, electricity, water and sewer, and buildings and grounds. The City shall be assessed an additional 3.5% of the direct costs to support indirect police related expenses. The intention is to support ~~The indirect costs shall include:~~ administration costs, human resources costs, Information Technology (IT) costs, and ~~and~~ finance costs and other mutually agreed upon costs related to the operations of the police department. The per capita basis shall be reassessed every ten years when new census data is released by the US Census Bureau.

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

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

An anticipated fee for Police Services shall be provided by the Town to the City in advance of any City budget meeting such that the City may include the costs of these services in its budget. The Town shall provide the City a detailed Police

Services budget that, shall be in such form, and contain such level of detail, as is mutually agreed upon by the Selectboard and the City Council, and at a minimum, shall include revenue and expenses for the Police Services to be provided.

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

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

4. Level of Service; Changes in Service.

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

The Town will include special events planned in advance in the annual budget for Police Services ~~funds Six Thousand Dollars (\$6,000.00) for special event services that are planned in advance.~~ These special events must be known by September 30, for the upcoming fiscal year budget. For special events that are not planned in advance and require overtime pay, the Municipality hosting such event shall be responsible for payment of those overtime costs. Special events include, but are not limited to, parades, community gatherings, holiday events, but do not include school crossings. ~~to be split evenly between the Town and the City. Once a~~

~~Municipality expends its allocation, the Municipality hosting the special event will be responsible for payment of amounts that exceed the allocation.~~

In the event that ~~the Town~~neither Party seeks to modify the agreed upon level of service, either by increasing services provided, eliminating an existing service, or if the Essex PD seeks to expand services into another municipality, the ~~Town~~Party requesting the change shall provide the ~~City~~other Party with a written description of the proposed change(s) and the rationale for the same. The Parties shall meet at a joint meeting of the Selectboard and City Council to discuss the budgetary and other consequences of any proposed change. No change in the agreed upon level of service shall occur within the contract term absent such mutual approval. ~~No change in the agreed upon level of service shall occur within the fiscal year when the change is first proposed~~ unless mutually agreed upon. ~~If the Town changes the level of service that benefits the Town only, the City will not be responsible for payment towards the costs of such service.~~

5. Personnel Management

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

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

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

6. Equity Inclusion Group.

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

7. Insurance.

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

8. Compliance with Law.

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

9. Necessary Actions.

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

10. Bond.

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

11. Termination.

A Notice of Intent to Terminate this Agreement must be delivered to the other Party ~~at least three (3) years prior~~, and not more than four (4) years prior, to the end of either the Initial Term or Extended Term. Should one Party notify the other that it intends to terminate this Agreement, then the Parties agree to enter into a mediation with an agreed upon mediator. The Parties shall split the costs of the mediator, but otherwise bear their own costs of the mediation, including their attorneys' fees. The Parties shall mediate in good faith.

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

- a. The dissolution or insolvency of either of the Municipalities;

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~~a-b. The date by which the Parties have agreed and resolved that~~ At such time that the City has notified the Town that it has established a municipal Police Department that performs the Services; or

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b-c. The Parties enter into a new written agreement which expressly supersedes this Agreement.

12. Effects of Termination

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

13. Amendment.

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

14. Notice.

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

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

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

15. Governing Law; Severability

This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a

court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

16. Disputes.

In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute, unless such dispute involves an immediate disruption to police services. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.

17. Entire Agreement.

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

18. Assignment; Binding Agreement.

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

19. No Waiver.

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

20. Captions.

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

DATED this ____ day of _____, 2022.

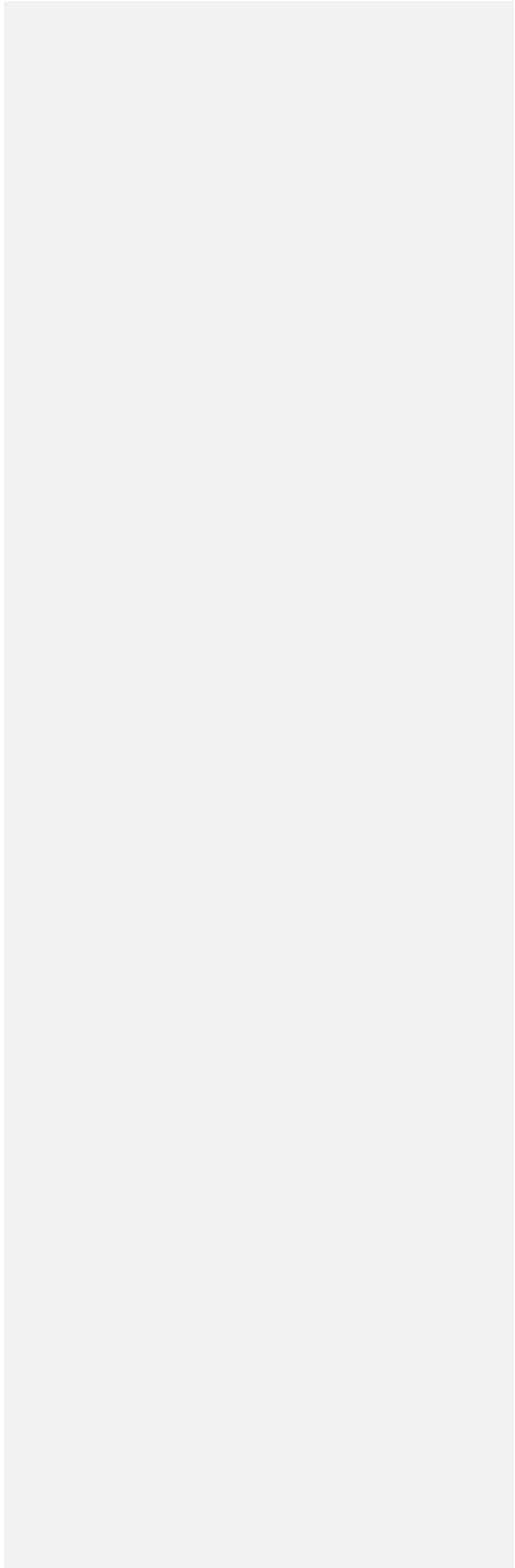
Police Services Agreement.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent



REAPPRAISAL AND ASSESSOR SERVICES AGREEMENT

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

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

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

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

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

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

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

WHEREAS, the Parties now wish to enter into this Reappraisal and Assessor Services Agreement;

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

1. The Town shall use the existing reappraisal funds to conduct the upcoming reappraisal of all properties located within the Town and the City.

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

~~109.~~ The Town and City hereby agree to take or cause to be taken such further actions, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.

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

121. Any notice required under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party.

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

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

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

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

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

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

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

DATED this ____ day of _____, 202_.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

RIGHT OF FIRST REFUSAL AGREEMENT

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

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

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

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

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

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

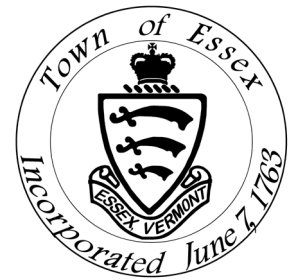
TOWN OF ESSEX

By:
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At _____, Vermont, this _____ day of _____, 20____,
_____, duly authorized agent of the Town of Essex personally appeared, and
they acknowledged this instrument, by them sealed and subscribed, to be their free act
and deed and the free act and deed of the Town of Essex.

Before me, _____
Notary Public



MEMORANDUM

TO: Town of Essex Selectboard and Village of Essex Junction Trustees

FROM: James Jutras, Water Quality Superintendent; Chelsea Mandigo, Village Stormwater Coordinator/Wastewater Operator; Annie Costandi, P.E. Town Director of Stormwater Operations/Staff Engineer; Dennis Lutz, PE, Town Public Works Director

cc: Evan Teich, Unified Municipal Manager; Gregory Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Brad Luck, EJRP Director

DATE: 10/5/2021

SUBJECT: City of Essex Jct / Town of Essex proposed stormwater agreement

Issue: Whether to approve the proposed stormwater agreement enclosed.

Discussion: Since 2015 the Town and Village have had a Memorandum of Agreement Re: Stormwater Permitting and Management Services (Stormwater MOU) outlining how financially the two communities would work together to meet their separate state stormwater permits. Planning efforts were also joint as mentioned in the Memo "summary of stormwater permit & funding Q&A related to separation" dated 9/8/2021. From this MOU the Town and the Village have the outstanding items:

1. Two remaining large scale capital projects.
 - Church of Jesus Christ of latter-day Saints (LDS) Essex Way Stormwater retrofit- last FRP Project to meet permit obligations.
 - Town/Village cul-de-sac stormwater retrofit- 2 locations Town, 1 location Village
2. Handful of smaller scale projects that various grants have been received with the match allocated from Town Stormwater capital fund for permit requirement projects.
3. Still pending is a funding mechanism that could include fees, capital tax, development fees or other mechanisms to be determined by each community.

Discussion occurred among all stormwater staff in both communities and collectively it was decided that it is best to dissolve the Stormwater MOU dated 1/13/2015 once the City completes the transitional period and enter into the attached Stormwater Agreement.

We believe at that time the current obligations from the Town Stormwater Capital fund will be complete and it will only leave the PCP project to be developed and funded and would serve as a clean break point for stormwater projects.

Costs: 1) Without additional grant money, the LDS Church the Town Stormwater Capital Fund will need additional funds. 2) Determine stormwater funding mechanisms in both communities. 3) Develop a City Stormwater budget.

Recommendation: It is recommended that the Selectboard and Trustees terminate the Town of Essex and Village of Essex Junction Stormwater MOU dated January 13, 2015 and enact the attached stormwater agreement between the Town of Essex and City of Essex Junction once the transition period concludes.



TOWN OF ESSEX VERMONT

MEMORANDUM OF AGREEMENT BETWEEN TOWN OF ESSEX AND VILLAGE OF ESSEX JUNCTION RE: STORM WATER PERMITTING AND MANAGEMENT SERVICES

This Memorandum of Agreement (Agreement) is entered into this 13th day of January 2015, by and between the Town of Essex ("Town") and Village of Essex Junction ("Village").

WITNESSETH:

WHEREAS, both the Village and the Town are authorized to discharge storm water within their respective municipal borders pursuant to an Authorization to Discharge Under Municipal Separate Storm Sewer System (MS4) General Permit 3-9014; and

WHEREAS, as MS4 permit holders, both the Village and the Town are subject to similar permit compliance obligations, including the payment of annual operating fees to the State of Vermont (State), the development of plans for addressing expired state storm water permits discharging into their respective MS4 systems, the filing of semi-annual and annual reports, and the development of a Flow Restoration Plan (FRP); and

WHEREAS, presently there are two designated impaired waterways located within the Town and the Village—Indian Brook and Sunderland Brook—which flow through both communities in shared watersheds; and

WHEREAS, the MS4 General Permit 3-9014 requires communities in shared watersheds to work collectively to develop watershed-based FRPs; and

WHEREAS, the Village and Town previously formed a Joint Storm Water Coordinating Committee (SWCC), which developed a common ordinance for handling expired permits in the impaired waterways for both municipalities and is presently developing a joint FRP; and

WHEREAS, proposed total maximum daily load (TMDL) requirements for phosphorous flowing into Lake Champlain will require the continued coordination of storm water planning and improvements by the Village and Town; and

WHEREAS, section 4901 of Title 24, Vermont Statutes Annotated, allows a municipality to contract with another municipality to perform any governmental service, activity or undertaking which each municipality is authorized by law to perform, provided the legislative body of each municipality approves the contract and the expenses for such governmental service are included in a municipal budget approved under 17 V.S.A. § 2664 or comparable charter provision; and

WHEREAS, the Village and the Town desire to continue their coordinated efforts with respect to storm water permit compliance and program management by creating one cost center within the Town's annual budget;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. On or before January 15th of each year, the Village Board of Trustees shall provide the Town Selectboard with a budget amount for storm water permit compliance and program management within the Village for inclusion in the Town's annual budget. The costs to be included in the Village's budget amount shall be: (1) all salaries and benefits of Village employees involved in storm water permitting and management; (2) State storm water permit fees; (3) payments to the State for required stream flow monitoring; (4) GIS support for storm

water system mapping; (5) field data collection costs required under storm water permits; (6) consultant studies determined necessary by the SWCC; (7) employee storm water training and travel to effect permit compliance; and (8) minor storm water system design costs required for implementation of permit-required storm water system improvements.

Unless otherwise agreed by the Town and Village, the amounts submitted by the Village Board of Trustees for inclusion in the Town budget shall not include funds for the repair, maintenance or reconstruction of existing storm water system infrastructure in the Village, including catch basins, pipelines, outfalls, culverts and related structures, which shall continue to be a Village expense separate and apart from storm water permit compliance and program management costs.

2. The Town Selectboard shall include the storm water permit compliance and program management costs provided by the Village Board of Trustees pursuant to section 1, above in the Town's annual budget for approval by the legal voters of the Town at its annual meeting in March pursuant to 24 V.S.A. Appx. Ch. 117, § 303. In the event the voters do not approve a budget that includes the Village's storm water permit compliance and program management costs, then this Agreement shall be null and void and the Village shall remain responsible for raising such funds through the Village budgeting process.

3. The Town shall be responsible for paying all Town and Village storm water permit compliance and program management costs during each fiscal year that the voters approve the inclusion of the Village's costs in the Town budget, including costs associated with the proportionate salaries and benefits of the Village Water Quality Superintendent (33%) and the Village Environmental Technician (20%). The stated percentages are subject to change upon the mutual agreement of the Parties.

4. The SWCC shall continue in place to assist with the coordination of storm water activities within each municipality. The SWCC shall make recommendations to the Village Board of Trustees and the Town Selectboard for the inclusion of additional costs in the combined storm water budget for future budget years, including major storm water system design and construction costs as required by a State-approved FRP. The SWCC also shall make recommendations to the Village Board of Trustees and the Town Selectboard concerning development of a separate charge or fee for storm water permit compliance and program management separate and distinct from the Town General Fund if determined to be in each party's "best interests."

5. This Agreement may be modified only by a written amendment signed by the Parties. If any provision of this Agreement shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Agreement, which shall be construed, reformed and enforced to effect the purposes of this Agreement to the fullest extent permitted by law. This Agreement shall be governed by and construed under the law of the State of Vermont, without application of principles of conflicts of laws, and constitutes the entire agreement of the Parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between the Parties in such respect.

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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

For the Town of Essex Selectboard

For the Village of Essex Junction Board of Trustees



Max G. Levy, Chair

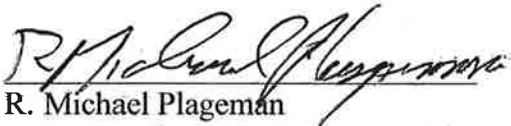
George A. Tyler, President


Brad M. Luck, Vice Chair

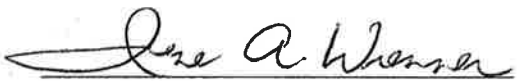

Daniel S. Kerin, Vice President

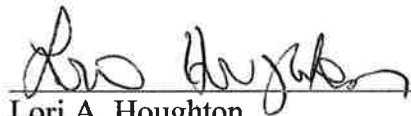

Andrew J. Watts, Clerk


Andrew Brown


R. Michael Plageman


Elaine Sopchak


Irene A. Wrenner


Lori A. Houghton

Stormwater Agreement

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

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

WHEREAS, the Town and Village signed a Memorandum of Agreement Between Town of Essex and Village of Essex Junction Re: Stormwater Permitting and Management Services on January 13, 2015 (“Stormwater MOU”);

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

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

WHEREAS, Stormwater project funding for eligible Flow Restoration, Phosphorous Removal, and other related state and federal permit requirements has previously been provided for each community by the Town’s Capital fund;:

WHEREAS, ~~and~~ approved projects not yet completed may require more or less funding than what has been and will be collected to complete the approved projects;

WHEREAS, ~~until~~ each community ~~has~~may established separate community funding for new projects;

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

1. If the Charter for the City of Essex Junction passes the legislature, the Town and City agree to terminate the Stormwater MOU effective at the conclusion of the Transition Period as defined in the City of Essex Junction Charter.
2. Current and future stormwater personnel from both communities are encouraged to discuss opportunities to work together on stormwater-related funding and projects when it is mutually beneficial to each community, including, but not

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limited to, the potential for cost-sharing when appropriate and/or developing a stormwater funding mechanism such as a stormwater utility.

3. The Municipalities agree to continue the use of any identified stormwater funding from the Town Capital fund that is collected from Village/City of Essex Junction and Town of Essex property owners to complete currently approved, ongoing stormwater projects until those projects are completed. If any currently approved but uncompleted stormwater projects require additional funding to complete, the Town and City shall share such costs on a percentage of the grand list basis. If there are any residual funds after the projects are completed, the funds should be distributed to each municipality on a percentage of the grand list basis.

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2. Future stormwater projects shall be funded by each municipality respectively once the Transition Period has concluded.

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

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

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

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

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

6.7. In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit

any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.

~~7-8.~~ This Agreement represents the entire agreement between the Parties. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

~~8-9.~~ Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

~~9-10.~~ No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 AUTHORIZATION TO DISCHARGE UNDER
 MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
 GENERAL PERMIT 3-9014

A determination has been made that the applicant:

Town of Essex
 81 Main Street
 Essex Junction, VT 05452

meets the criteria necessary for inclusion under General Permit 3-9014. Hereinafter the named applicant shall be referred to as the permittee. Subject to the conditions of General Permit No. 3-9014, the permittee is authorized to discharge stormwater from the small Municipal Separate Storm Sewer System (MS4) located in Essex, Vermont.

This permit amends and replaces previously issued authorization 7025-9014 for the following reasons:

1. An approved Flow Restoration Plans (FRP) for Indian Brook has been made part of the permittee’s Stormwater Management Plan (SWMP).
2. An approved Flow Restoration Plans (FRP) for Sunderland Brook has been made part of the permittee’s Stormwater Management Plan (SWMP).
3. The following previously authorized State Stormwater Permits have been incorporated into this MS4 permit:

1-0250	1-0518	1-0552
1-0619	1-0667	1-0694
1-0761	1-0775	1-0896
1-0965	1-1143	1-1186
1-1307	1-1319	1-1371
1-1381	1-1463	1-1469
2-0613	2-0633	2-0634
2-0925	2-1045	

Compliance with General Permit 3-9014 and this Authorization

The permittee shall comply with this authorization and all the terms and conditions of General Permit 3-9014, including the payment of annual operating fees to the Department. A billing statement for such fees will be sent to the permittee each year. Any permit non-compliance constitutes a violation of 10 V.S.A. Chapter 47 and may be grounds for an enforcement action or revocation of this authorization to discharge. Nothing in this permit shall be construed as having relieved, modified, or in any manner affected your on-going obligation to comply with all other federal, state or local statues, regulations or directives applicable to you in the operation of your activities, nor does it relieve you of the obligation to obtain all other necessary state, local and federal permits. Projects identified in the Flow Restoration Plan (FRP) that have a separate state stormwater permit, and have not been incorporated into the MS4 authorization, will be subject to the schedule of compliance of the project’s permit, not by the FRP.

Stormwater Impaired Waters Reporting Deadlines

The permittee shall continue to submit a report on a semi-annual basis on the permittee's implementation of the Flow Restoration Plan (FRP). The FRP report shall be submitted every year on October 1st and every year on April 1st with the MS4 Annual Report.

Right to Appeal to the Environmental Court

Pursuant to 10 V.S.A. Chapter 220, any appeal of this decision must be filed with the clerk of the Environmental Court within 30 days of the date of the decision. The Notice of Appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Court; and must be signed by the appellant or their attorney. In addition, the appeal must give the address or location and description of the property, project or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the Notice of Appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings, available on line at www.vermontjudiciary.org. The address for the Environmental Court is 32 Cherry Street, 2nd Floor Suite 303 Burlington, Vermont 05401 (Tel.# (802) 951-1740).

Effective Date and Expiration Date of this Authorization

This authorization to discharge shall become effective on August 9, 2017 and shall continue until December 5, 2017. Permittees will be contacted to reapply when the MS4 permit has been replaced.

Dated this 10th day of August, 2017.

Emily Boedecker, Commissioner
Department of Environmental Conservation

By



Christy Witter, Coordinator of the Municipal Separate Storm Sewer System (MS4) Permit Stormwater Management Program

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 AUTHORIZATION TO DISCHARGE UNDER
 MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
 GENERAL PERMIT 3-9014

A determination has been made that the applicant:

Village of Essex Junction
 2 Lincoln Street
 Essex Junction, VT 05452

meets the criteria necessary for inclusion under General Permit 3-9014. Hereinafter the named applicant shall be referred to as the permittee. Subject to the conditions of General Permit No. 3-9014, the permittee is authorized to discharge stormwater from the small Municipal Separate Storm Sewer System (MS4) located in Essex Junction, Vermont.

This permit amends and replaces previously issued authorization 7024-9014 for the following reasons:

1. An approved Flow Restoration Plans (FRP) for Indian Brook has been made part of the permittee’s Stormwater Management Plan (SWMP).
2. An approved Flow Restoration Plans (FRP) for Sunderland Brook has been made part of the permittee’s Stormwater Management Plan (SWMP).
3. The following previously authorized State Stormwater Permits have been incorporated into this MS4 permit:

1-0236	1-0953	1-1074
2-0155	2-0187	2-0289
2-0769	2-0835	2-0855
2-0952	2-0961	2-1103
3268-9010	3547-9010.R	3553-9010
4128-INDO	4989-INDO.R	

Compliance with General Permit 3-9014 and this Authorization

The permittee shall comply with this authorization and all the terms and conditions of General Permit 3-9014, including the payment of annual operating fees to the Department. A billing statement for such fees will be sent to the permittee each year. Any permit non-compliance constitutes a violation of 10 V.S.A. Chapter 47 and may be grounds for an enforcement action or revocation of this authorization to discharge. Nothing in this permit shall be construed as having relieved, modified, or in any manner affected your on-going obligation to comply with all other federal, state or local statues, regulations or directives applicable to you in the operation of your activities, nor does it relieve you of the obligation to obtain all other necessary state, local and federal permits. Projects identified in the Flow Restoration Plan (FRP) that have a separate state stormwater permit, and have not been incorporated into the MS4 authorization, will be subject to the schedule of compliance of the project’s permit, not by the FRP.

Stormwater Impaired Waters Reporting Deadlines

The permittee shall continue to submit a report on a semi-annual basis on the permittee's implementation of the Flow Restoration Plan (FRP). The FRP report shall be submitted every year on October 1st and every year on April 1st with the MS4 Annual Report.

Right to Appeal to the Environmental Court


Pursuant to 10 V.S.A. Chapter 220, any appeal of this decision must be filed with the clerk of the Environmental Court within 30 days of the date of the decision. The Notice of Appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Court; and must be signed by the appellant or their attorney. In addition, the appeal must give the address or location and description of the property, project or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the Notice of Appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings, available on line at www.vermontjudiciary.org. The address for the Environmental Court is 32 Cherry Street, 2nd Floor Suite 303 Burlington, Vermont 05401 (Tel.# (802) 951-1740).

Effective Date and Expiration Date of this Authorization

This authorization to discharge shall become effective on August 17th, 2017 and shall continue until December 5, 2017. Permittees will be contacted to reapply when the MS4 permit has been replaced.

Dated this 17th day of August, 2017.

Emily Boedecker, Commissioner
Department of Environmental Conservation

By 
Padraic Monks, Stormwater Program Manager
Stormwater Management Program

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager

Cc: Marguerite Ladd, Assistant Manager

From: Greg Duggan, Deputy Manager

Date: October 14, 2021

Issue

The issue is whether the Trustees and Selectboard will enter into executive session to discuss the employment of public employees.

Discussion

In order to have a complete and thorough discussion, it would appear that an executive session may be necessary. The employment of a public employee can be a protected discussion, provided that the public body make a decision to hire a public employee in an open meeting.

Cost

N/A

Recommendation

If the Trustees/Selectboard wishes to enter executive session, the following motion is recommended:

“I move that the Trustees/Selectboard enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Selectboard/Trustees, Village Attorney, and Town Attorney [and, if desired, the Unified Manager, Deputy Manager, and Assistant Manager].”



TOWN AND VILLAGE OF ESSEX BOARDS AND COMMITTEES VACANCIES

TOWN OF ESSEX

- Green Mountain Transit** - 1 vacancy
- Economic Development Commission** - 1 vacancy
- CCTV Representative** - 1 vacancy

- Housing Commission (JOINT boards)** - 1 vacancy

VILLAGE OF ESSEX JUNCTION

- Capital Program Review** - 1 vacancy
- Planning Commission** - 1 vacancy
- Green Mountain Transit** - 1 vacancy
- Zoning Board of Adjustment** - 3 vacancies
- CCTV Representative** - 1 vacancy

PLEASE GO TO: [ESSEXVT.BAMBOOHR.COM/JOBS/](https://essexvt.bamboohr.com/jobs/)

**SCROLL TO THE VOLUNTEERS SECTION FOR MORE INFORMATION & TO APPLY
OR EMAIL LMAHNS@ESSEX.ORG WITH YOUR LETTER OF INTEREST**

From: andrea harvey <andrea.harvey@safewise.com>

Sent: Wednesday, October 13, 2021 6:41:04 PM

To: Ron Hoague <rhoague@essex.org>

Subject: News Alert: Essex is Among the Top Safest Cities in Vermont, According to SafeWise [2021 report]

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

Good afternoon,

SafeWise has released its 7th annual Safest Cities in Vermont report for 2021, and your city made the list!

Thanks to your efforts, Essex ranked #7 this year among the safest cities in Vermont. Congrats!

You can read more about it here: <https://www.safewise.com/blog/safest-cities-vermont/>.

We encourage you to take this opportunity to celebrate your first-responders, city officials, and neighborhood watch leaders on your website and social media pages using the 2021 Safest Cities in Vermont badge. You can download that here:

<https://drive.google.com/file/d/1bUXW2y49QV8-CAhXCjvhW1oppdqKGEoS/view?usp=sharing>

Here's an example of how another city shared their badge:



If you are in need of any additional images, you are welcome to use anything in our media kit here:

<https://drive.google.com/drive/folders/1botew2QmkZCfiKCPT33I1gdJfQAeak1L?usp=sharing>

We are also creating certificates for any of the top-ranking cities upon request. This would come as a PDF file that you can download, print, and frame. To request your city's certificate, [please fill out this form](#). Once you've done that, you can expect to receive the certificate within a week. (And yes, it is free.)

Thanks for all your hard work to keep your community safe! I'm here to answer any questions you may have. I will be out of the office sporadically over the next few days though, so if you need a quick response, you can also email my colleague Andrew Hull with any of your needs: andrew.hull@safewise.com

About SafeWise: SafeWise is the leading online resource for all things safety and security. We are real people seeking the best products to help you live your safest, smartest life. We believe simplifying home security and safety helps bring peace of mind to you and your family. [You can read more about us here](#) or on [our Press Page](#).

More resources to share with your residents:

- [How to Build an Emergency Kit](#)
- [Home Fire Safety & Prevention Guide](#) (*P.S., October is National Fire Prevention Month!*)
- [The Complete Room-by-Room Safety Checklist](#)
- [The State of Safety in America 2021](#)

--

Andréa Harvey
Outreach Specialist
andrea.harvey@safewise.com



Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager
From: Marguerite Ladd, Assistant Manager; Greg Duggan, Deputy Manager
Re: Update on Strategic Planning projects
Date: October 13, 2021

Issue

Provide a brief update on strategic planning projects that came out of the June 5, 2021 strategic planning session.

Discussion

Tree Farm – A proposal was put forward at the Joint Board meeting in August in which the municipality would take over the lease currently held by the Tree Farm Group. There was much public comment. There will be an update from staff to answer questions that were brought up.

Local Options Tax - Not much to report at this point. The issue remains on the “to do” list for staff. Hoping to have an update on the December joint board meeting.

Justice, Equity, Diversity and Inclusion (JEDI) work – Essex BEST has started reconvening as a full group under the leadership of The Creative Discourse. They will have their next meeting again in the last week of October and continue to work on recommendations and their future as a committee. The Stipend Policy has been put into place for Village Committees, Boards and Commissions as the effective date was July 1st. It is now in draft format for the Town Committees, Boards and Commissions as the effective date is January 1st. The Committee on Equity in Essex (CEE), a working group of staff and a representative from the Essex Westford School District, will be working on ideas and plans regarding the American Rescue Plan Act (ARPA) funding and discussions around participatory budgeting. CEE will also work with The Creative Discourse in December to prioritize recommendations that come forward and will then work to put those in place within the municipality.

Planning for ARPA Dollars – Staff will be giving updates on this in the Winter months. Department heads have been informed of some current updated information.

Agreements between boards on how to pursue Separation – in process

Police – Policy and Oversight Role - Essex BEST will be coming out with thoughts around this topic at the end of December.

Tax Equity – to be addressed during budget season. Staff is working on proposed fiscal year 2023 budgets.

Cannabis – Community Development Directors Owiso Makuku and Robin Pierce will present on this topic at the October 25th joint meeting.

Existing MOUs about consolidated services – The Trustees and Selectboard are consulting the existing Memorandums of Understanding while preparing for the possible separation of the Village from the Town and the creation of an independent City of Essex Junction.

Restore trust among board/public with different communication and feedback methods – This is an ongoing endeavor, with the Public Forums in August a recent example of efforts to better hear from the public in different forums.

Joint Housing Commission – The Housing Commission gave an update in August, will give a presentation about inclusionary zoning on October 19th at the joint meeting, and intends to give a presentation about a Housing Trust Fund at the October 25th joint meeting. There will also be interviews for the open spot on the committee.

Capital Planning/Fund Sharing – To be addressed during budget season. Staff is working on proposed fiscal year 2023 budgets.

LESS IMMEDIATE (6+ month time frame) – The focus of work since June has been on the more immediate priorities.

Energy Conservation / Climate Change Initiatives (getting municipality on carbon neutral path)

Expand / Rework Committees (use RACI matrix)

Indoor Recreation Facilities

Increasing Communication between Boards, Committees & Work Groups

Intersection of health & municipal services

Jobs / Economic Develop. & Stability

Recommendation

This memo is for informational purposes only

MEETING SCHEDULES

10/15/2021

TOWN SELECTBOARD MEETINGS 	VILLAGE TRUSTEES MEETINGS 
October 18, 2021—6:30 PM	SB Regular -- Cathy
October 19, 2021—6:30 PM	JB Special - Darby
October 25, 2021—6:30 PM	JB Special - Darby
October 26, 2021—6:30 PM	VB Regular -- Amy
November 1, 2021—6:30 PM	SB Regular – Amy
November 4, 2021 – 8:30 AM	VB All day budget workshop – Darby
November 9, 2021 – 8:00 AM	SB All day budget workshop -- Darby
November 9, 2021—6:30 PM	VB Regular – Cathy
November 15, 2021—6:30 PM	SB Regular -- Darby
November 22, 2021—6:30 PM	JB Special - Amy
November 23, 2021—6:30 PM	VB Regular – Darby
December 6, 2021—6:30 PM	SB Regular -- Cathy
December 13, 2021—6:30 PM	JB Special -
December 14, 2021—6:30 PM	VB Regular -- Amy
December 20, 2021—6:30 PM	SB Regular – Cathy
December 21, 2021—6:30 PM	VB Regular -- Amy
January 3, 2022—6:30 PM	SB Regular -- Amy
January 11, 2022—6:30 PM	VB Regular – Darby
January 18, 2022—6:30 PM	SB Regular
January 25, 2022—6:30 PM	VB Regular -- Cathy
February 7, 2022—6:30 PM	SB Regular
February 8, 2022—6:30 PM	VB Regular
February 22, 2022—6:30 PM	VB Regular -- Cathy
February 23, 2022—6:30 PM	SB Regular meeting
February 28, 2022—6:30 PM	Town Informational hearing
March 7, 2022—6:30 PM	SB Regular
March 8, 2022—6:30 PM	VB Regular
March 21, 2022—6:30 PM	SB Regular

March 22, 2022—6:30 PM	VB Regular -- Cathy
April 4, 2022—6:30 PM	SB Regular
April 6, 2022 – 7:00 PM	Village Informational hearing -- Cathy
April 13, 2022—6:30 PM	VB Regular