



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

Online and 81 Main Street
Essex Junction, VT 05452
Monday, October 25, 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: 252 680 769#
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: Ta-Tanisha Redditta for Housing Commission
b. \*\*Discussion and potential action on tentative agreements about shared services between Town of Essex and independent City of Essex Junction
c. \*\*\*Discussion of personnel
CONSENT AGENDA
a. Approve minutes: October 19, 2021 – (Selectboard and Trustees)
READING FILE
a. Board member comments
b. Memo from Robin Pierce and Owiso Makuku re: Cannabis in the Community
c. Letter from Greater Burlington Industrial Corp. (GBIC) re: Thanks for support
d. Upcoming meeting schedule
EXECUTIVE SESSION
a. \*An executive session is anticipated 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 is anticipated 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: 10/22/2021 [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

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## 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:

<b>Committee/Board</b>	<b>Open seats</b>	<b>Term(s) ending</b>	<b>Status</b>
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

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## 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:

<b>Committee/Board</b>	<b>Open seats</b>	<b>Term(s) ending</b>	<b>Status</b>
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.”

# 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

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## 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:

<b>Committee/Board</b>	<b>Open seats</b>	<b>Term(s) ending</b>	<b>Status</b>
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.”

**Memorandum**

**To:** Board of Trustees; Selectboard; Evan Teich, Unified Manager  
**Cc:** Claudine Safar, Village Attorney; Kristen Shamis, Village Attorney; Bill Ellis, Town Attorney; Annie Costandi, Director of Stormwater Operations/Staff Engineer; Jim Jutras, Water Quality Superintendent; Marguerite Ladd, Assistant Manager; Karen Lemnah, Assessor; Brad Luck, Essex Junction Recreation and Parks Director; Dennis Lutz, Public Works Director; Sarah Macy, Finance Director; Chelsea Mandigo, Stormwater Coordinator/Wastewater Operator; Aaron Martin, Director of Public Works Operations; Rob Paluba, IT Director  
**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 22, 2021

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**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 attached documents include edits proposed by the Town Selectboard and Village Trustees. The date of the last update from each board is listed below.

<b>Document</b>	<b>Last update by Selectboard/Trustees</b>
Memorandum of Understanding	10/4/21 (Selectboard) & 10/12/21 (Trustees)*
Delinquent Tax Agreement	10/4/21 (Selectboard) & 10/12/21 (Trustees)*
Information Technology Agreement	10/4/21 (Selectboard) & 10/12/21 (Trustees)*
Police Services Agreement	10/4/21 (Selectboard) & 10/12/21 (Trustees)*
Reappraisal and Assessor Services Agreement	10/4/21 (Selectboard) & 10/12/21 (Trustees)*
Right of First Refusal Agreement	9/20/21 (SB @ joint meeting & 10/12/21 (Trustees)
Shared Financial Services Agreement	10/4/21 (Selectboard) & 10/12/21 (Trustees)*
Stormwater Agreement	n/a

(preceded by an introductory memo from staff and including existing Town and Village MS4 permits)

*\*The attached file shows the latest comments from both boards; neither board has reviewed or responded to the other’s latest comments.*

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

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

WHEREAS, the Village and the Town desire to prepare these tentative 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 Agreement;
- 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~~;~~ and
- g. Delinquent Tax Agreement.

As a condition precedent to the execution of the foregoing agreements, the Parties must reach agreement, at a minimum, on the following matters: Indian Brook and EJRP program access; Senior Center and Bus; Tree Farm building use and maintenance; Administration Transition (manager, HR, etc.); and shared boards, commissions, and committees.

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~~—~~

~~e. PA Agreement~~

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 by the conclusion of the 2021-2022 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 provided the condition precedent set forth in Section 1, above, is satisfied. ~~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.~~



or the rights of either party with respect to any other existing or subsequent breach.

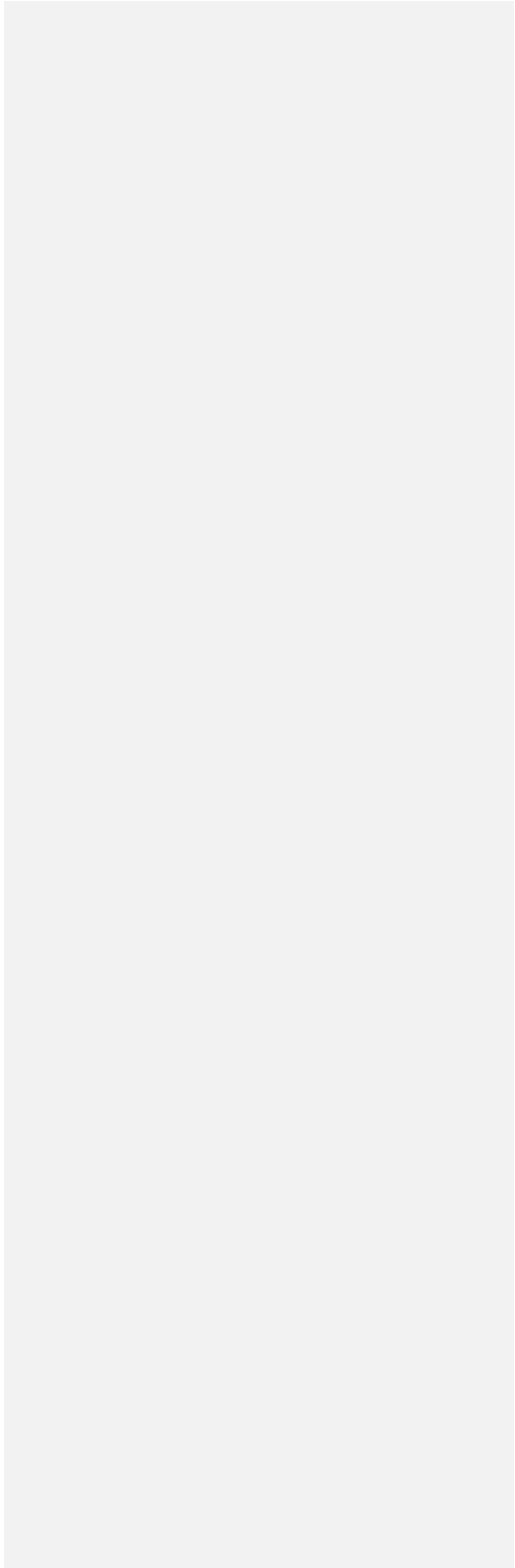
DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

TOWN OF ESSEX

By: \_\_\_\_\_  
Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: \_\_\_\_\_  
Its Duly Authorized Agent



## 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 Town has historically collected property tax payments for the Town, the incorporated Village of Essex Junction and the Essex Westford School District (“EWSD”) and would pay the Village and EWSD the full amount they were due regardless of whether or not those taxes were actually collected;

WHEREAS, the Town would then pursue collection of delinquent property taxes and maintain the proceeds from those efforts;

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 end of the fiscal year following 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~~ beginning with the first fiscal year following the effective date during the Transition Period as defined in of 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 end of the fiscal year following 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 will pay the

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City the Village's share of property taxes regardless of delinquencies and may continue collection efforts, including tax sales, on delinquencies beyond the effective date of the City Charter if lawful. In the event the Town cannot lawfully pursue collection of delinquent property taxes in a separate municipality, the City shall purchase those delinquent accounts from the Town and may pursue its own collection efforts.

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1.

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~~2) On and after the effective date of the City Charter~~ On and after the beginning of the first fiscal year 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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~~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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~~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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3) 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.

~~4) 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

~~5) 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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~~6) 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.

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~~7) 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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~~8) 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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~~9) 9.~~—No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF ESSEX

By: \_\_\_\_\_  
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: \_\_\_\_\_  
Its Duly Authorized Agent



## 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 Town presently provides information technology (IT) infrastructure, data, and resources to the entire Town, including the incorporated Village of Essex Junction with the exception of the Brownell Library;

WHEREAS, with the separation of the Village from the Town and creation of the City of Essex Junction, the City will need to create its own IT system separate from the Town’s system, and will need to migrate Village related IT ~~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 work with ~~provide~~ the City’s IT consultants ~~access to the Town IT staff and equipment~~ to plan and facilitate this migration; and

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 IT Consultants shall prepare a written plan for the migration of the former Village IT infrastructure, data, and resources to the City, and submit such plan to the Town’s IT Director for approval prior to commencing the migration. The Town IT Director’s approval of such plan shall not constitute a warranty that the plan will achieve its stated objective, which is and shall remain the responsibility of the IT Consultants.
- 2.3. The Town’s IT Director shall oversee and provide the IT Consultants reasonable access to its ~~staff and~~ equipment to plan and facilitate the migration of the former

Village IT infrastructure, data, and resources to the City. The IT Consultants and or the City shall be responsible for any damage to Town infrastructure caused by their access to same and shall indemnify and hold harmless the Town against any claims and penalties resulting from such access, including any violation of state or federal regulations concerning protected data. In the event the migration causes the cancellation of any contracts with third-party IT vendors, the City shall be responsible for the payment of any penalties resulting from such cancellation.

4. 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.
5. In the event the migration is not complete by the end of the last fiscal year in which City residents pay Town taxes, the City shall thereafter reimburse the Town for the costs incurred in providing staff and equipment to assist with the migration.
- 3-6. This Agreement shall terminate at the time the City notifies the Town the migration is complete.

47. 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

84. 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.

95. 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.

106. 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.

117. 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.

128. 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 the Parties 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, including whether the allocation of costs on a per capita basis remains an appropriate metric, on or about the second 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 voter 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 or on such other schedule as mutually agreed upon by the Parties. 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 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.

Police Services Agreement.

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 consideration of exchange for the City's payment 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 Reseue,~~ 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 for special events planned in advance of the date by which the Town provides the budget to the City. 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~~ either 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. In the event the voters fail to approve a proposed budget that necessitates a reduction in the budget for Police Services, there will be a concomitant reduction in the level of service. 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. Likewise, if the City desires an additional service that benefits the City only, the City will be responsible for payment for those additional services.

## 5. Personnel Management

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

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



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

6. Equity Inclusion Group.

The Town agrees to consider the recommendations of the Equity Inclusion Group. Should ~~the Town form~~ a Police Advisory Board (“Advisory Board”) ~~be formed~~ in the future, the City shall be afforded 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 ~~not less than at least~~ three (3) years ~~nor prior, and not more than four~~

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

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12. Effects of Termination

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

13. Amendment.

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

14. Notice.

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

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

To City of Essex Junction:  
   City of Essex Junction

City Manager  
2 Lincoln Street  
Essex Junction, VT 05452

15. Governing Law; Severability

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

16. Disputes.

In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute, 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.

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 [the](#) 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. ~~In exchange for its receipt of Assessor services, 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 the end of the fiscal year in which such time~~ the upcoming reappraisal is completed. ~~Thereafter, should there be an, and the~~ appeal process ~~with respect to any parcels located within the City-~~ the City shall compensate the Town for time expended by Town employees in supporting the City’s position in the appeal on a reasonable hourly basis ~~has concluded~~. ~~When the reappraisal is completed but before any~~ appeals have concluded, ~~At that time~~ the City may establish its own office of assessor ~~at its sole cost and expense (including the cost of data transfer)~~ 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 [Town of 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 ~~a 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 one (1) 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. If Grantee fails to close within the one-year period it will be deemed to have waived this right of first refusal unless the Parties mutually agree otherwise.
- 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

## 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 MunicipalitiesTown 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 per capita centage 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”) as well as indirect costs associated with Finance Department functions;

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 with input from the City Manager;

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. The Parties shall revisit this agreement on or about one year from its effective date.

## 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 and a share of indirect costs described herein on a quarterly basis. The City shall be assessed the actual cost of these services by calculating, on a per capita eentage of the grand list basis, its share of the Shared Finance Leadership Costs, ~~and~~ the Direct Shared Costs and indirect 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. Indirect costs shall include IT, HR, Clerk and other services mutually agreed upon by the Parties.

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 eCity 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 a per capita basis 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 and indirect costs shall be prepared ~~and shared~~ by the Town ~~to~~ and shared with 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 with input from the City Manager. The Shared Finance Leadership shall be employees of the Town. However, the Town Manager shall seek input from the City Manager in the evaluation of the Shared Finance Leadership and in the hiring of any new Shared Finance Leadership. The Town Manager shall also accept input from and cooperate with the City Manager. The Shared Finance Leadership, Town Manager, and City Manager shall meet at least once every six months to discuss the status, quality and execution of Finance Department services.

#### 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; ~~or~~

b.c. Should the Finance Director employed at the time of execution of this agreement e-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.

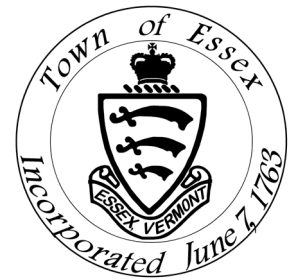
TOWN OF ESSEX

By: \_\_\_\_\_  
Its Duly Authorized Agent



CITY OF ESSEX JUNCTION

By: \_\_\_\_\_  
Its Duly Authorized Agent



## **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 13<sup>th</sup> 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 15<sup>th</sup> 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

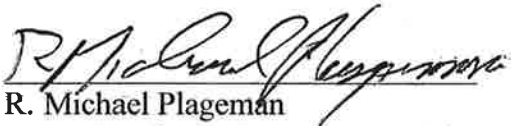
\_\_\_\_\_  
George A. Tyler, President

  
Brad M. Luck, Vice Chair


  
Daniel S. Kerin, Vice President

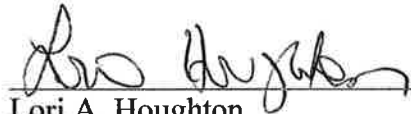
  
Andrew J. Watts, Clerk

  
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 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, 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, each community may establish separate community funding for new projects;

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

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



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

3. The Municipalities agree to continue the use of any identified stormwater funding from the Town Capital fund that is collected from Village/City of Essex Junction and Town of Essex property owners to complete currently approved, ongoing stormwater projects until those projects are completed. If any currently approved but uncompleted stormwater projects require additional funding to complete, the Town and City shall share such costs on a percentage of the grand list basis. If there are any residual funds after the projects are completed, the funds should be distributed to each municipality on a percentage of the grand list basis.
4. Future stormwater projects shall be funded by each municipality respectively once the Transition Period has concluded. This Agreement may be amended or modified by mutual written agreement of the Parties.
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

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.
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.

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.
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.
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 1<sup>st</sup> and every year on April 1<sup>st</sup> 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](http://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 10<sup>th</sup> 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 1<sup>st</sup> and every year on April 1<sup>st</sup> 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](http://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; Travis Sabatano, HR Director

**From:** Greg Duggan, Deputy Manager

**Date:** October 22, 2021

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**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, Unified Manager, Deputy Manager, Assistant Manager, and HR Director.”

**SELECTBOARD & TRUSTEES  
(DRAFT)**

**TOWN OF ESSEX SELECTBOARD  
VILLAGE OF ESSEX JUNCTION TRUSTEES  
DRAFT JOINT MEETING MINUTES  
TUESDAY, OCTOBER 19, 2021**

**SELECTBOARD:** Andy Watts, Chair; Susan Cook; Tracey Delphia; Dawn Hill-Fleury; Patrick Murray

**TRUSTEES:** Andrew Brown, President; Raj Chawla; Dan Kerin; Amber Thibeault; George Tyler

**ADMINISTRATION and STAFF:** Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Marguerite Ladd, Assistant Manager; Brad Luck, Essex Junction Recreation & Parks Director

**OTHERS PRESENT:** Rupesh Asher, Bob Burrows, Kevin Collins, Annie Cooper, Patty Davis, Erin Dickinson, Karen Dolan, Essex Distorter, Essex ReTorter, Gina Halpin Barret, Gabriel Handy, Noah Lafoso, Alison Levy, Max Levy, Rachel Lizotte, Deb McAdoo, Timothy Miller, Mary Post, Roseanne Prestipino, Mark Redmond (Essex Housing Commission), Claudine Safar, Angel Segarra, Kristen Shamis, Ken Signorello, Margaret Smith, Mia Watson (Essex Housing Commission), Joe P., MT, Tim

**1. CALL TO ORDER**

Mr. Watts called the Town of Essex Selectboard to order for the Joint meeting with the Village of Essex Junction Board of Trustees at 6:30 PM.

Mr. Brown called the Village of Essex Junction Board of Trustees to order for the Joint meeting with the Essex Selectboard at 6:30 PM.

**2. AGENDA ADDITIONS/CHANGES**

None.

**3. APPROVE AGENDA**

No changes, no approval needed.

**4. PUBLIC TO BE HEARD**

Mr. Watts explained that this is the time during the meeting for members of the public to speak on items not included in tonight's agenda. He encouraged the public to be civil, brief, use appropriate language, refrain from personal attacks, and address comments to either the Selectboard Chair or Village President.

- Mr. Handy said that he is a developer who built and manages a senior housing complex on Park Street. He requested that the Board take down signage near the property that bans parking past midnight. Mr. Brown said he needed to better understand the issue before responding or taking action.
- Ms. Post's asked about the status of candidates who had applied to be on the Memorial Hall Committee. Mr. Watts and Mr. Teich said that the Selectboard planned to discuss the future of the Memorial Hall Committee during the budget season.

**5. BUSINESS ITEMS**

**a. Interview and potential appointment: Rupesh Asher for Housing Commission**



47 Mr. Watts said that he would not be participating in any discussions or decisions regarding the Housing  
48 Commission since a close friend of his is up for appointment. Mr. Murray will be serving as chair for the  
49 next four agenda items.  
50

51 Mr. Asher said that he is a pharmacist and has lived in Essex for over twenty years. He would like to join  
52 the Commission to give back and serve the community. Ms. Hill-Fleury asked what he felt is the biggest  
53 concern regarding housing in Essex. Mr. Asher said that he believes that the housing shortage is very  
54 concerning. Mr. Brown asked Mr. Asher what he would like to accomplish should he be appointed to the  
55 Commission. Mr. Asher said that he would like to reduce the housing crunch and increase affordable  
56 housing in the community. Mr. Tyler asked if Mr. Asher was familiar with what other communities are  
57 doing regarding affordable housing initiatives. Mr. Asher indicated that he was not but suggested using  
58 partnerships with non-profits to work towards increasing affordable housing. Mr. Kerin asked if there  
59 were any other volunteer opportunities that Mr. Asher was interested in. Mr. Asher indicated his interest  
60 in serving the community in another capacity that interests him, should he not be selected for this position.  
61

62 **b. Interview and potential appointment: Alison Levy for Housing Commission**

63 Ms. Levy said that she has lived in the community for over twenty-five years and has recently retired from  
64 her teaching position at Essex Middle School. She has volunteered for Voices for Inclusion Essex &  
65 Westford as well as for Habitat for Humanity. As a teacher, she has seen the demographics in Essex  
66 change over the years and said that there are many struggling families in the community. Ms. Delphia  
67 asked Ms. Levy what she felt the top three housing concerns for Essex are. Ms. Levy spoke about  
68 inclusionary zoning, county-wide partnerships, intentional interconnection between employers and  
69 residents and increasing the long-term supply of affordable housing. Mr. Brown asked Ms. Levy what she  
70 would like to accomplish should she be appointed to the Commission. Ms. Levy said that she would like  
71 to see inclusionary zoning established, county-wide partnerships, and intentional interconnection between  
72 employers and residents. Mr. Tyler asked if Ms. Levy was familiar with what other communities are  
73 doing regarding affordable housing initiatives. Ms. Levy spoke of work in South Burlington and  
74 Burlington regarding inclusionary zoning.  
75

76 **c. Interview and potential appointment: Ta-Tanisha Redditta for Housing Commission**

77 Ms. Redditta was not present.  
78

79 **d. Interview and potential appointment: Elizabeth White for Housing Commission**

80 Ms. White was not present.  
81

82 **e. Presentation and potential action on inclusionary zoning**

83 Ms. Watson and Mr. Redmond introduced themselves and said that they will be introducing the concept of  
84 inclusionary zoning and how it might apply to Essex. Ms. Watson said that households should pay no  
85 more than 30% of their income to housing costs, however 33% of residents in Essex pay more than that.  
86 Many households are paying more than half of their income on housing costs. Many renters do not earn  
87 enough to afford housing in Essex. The demand for housing in Essex is growing, and housing prices have  
88 increased about 10% since the pandemic. Demand is exceeding supply. Inclusionary zoning incentivizes  
89 developers to rent or sell at a below-market rate. With inclusionary zoning, a certain percent of the  
90 housing units constructed must be considered affordable. Inclusionary zoning could apply to the entire  
91 community or a section of the community. Research has shown that inclusionary zoning does not reduce  
92 development if there is sufficient demand for housing in the area. Should the Boards be amenable to this  
93 idea, additional research will be conducted, a plan will be created, public outreach will be conducted, and  
94 a draft ordinance will be created.

95  
96 Mr. Kerin indicated his support for the idea but said that it is also important to consider why people do not  
97 have the money to purchase housing in the community. Ms. Watson that wages are no longer keeping  
98 pace with the housing costs. Mr. Kerin said that density brings larger buildings, and this is something that  
99 residents have been reluctant to support. Ms. Watson said that increased density can bring environmental  
100 and economic benefits. Ms. Cook asked if the Commission spoke with other communities in the area who  
101 have established inclusionary zoning. Ms. Watson said that her discussions with and reading on other  
102 communities have shown that it is important to make sure that there are no loopholes in the policies. Mr.  
103 Redmond said that South Burlington is similar to Essex, and their policy could be a good template for  
104 Essex. Ms. Cook asked if developers will be involved in the process of creating inclusionary zoning. Ms.  
105 Watson answered affirmatively and said that she did not want to make this process too burdensome. Mr.  
106 Brown encouraged inclusionary zoning to consider homeownership as well as rental needs. Ms. Watson  
107 indicated support for this idea and said that other communities in the area have policies that apply to  
108 homeowners as well. Mr. Tyler said that tax stabilization has been very successful in encouraging  
109 affordable housing in the Village. He said that the Vermont Neighborhood Program, of which the Village  
110 is a part of, exempts developers from Act 250 review. Ms. Delphia said that she used to sit on the South  
111 Burlington Planning Commission and said that she strongly supports working with developers on this  
112 process. Mr. Chawla asked for information regarding the timeframe of this project. Ms. Watson said  
113 roughly a year is expected to generate a draft. Mr. Watts said that the executive director of the Chittenden  
114 County Regional Planning Commission had recently spoken to the Selectboard and spoke of the “missing  
115 middle [class]” that was in need of housing. Ms. Watson said that middle-income residents can benefit  
116 from inclusionary zoning. Mr. Kerin indicated his support for increasing accessory apartments and other  
117 home sharing arrangements. In public input, Ms. Davis said that communities in New Hampshire have  
118 made restrictions on sub-leases (i.e., Airbnb) in affordable housing. The Selectboard and Trustees  
119 indicated support for continued research on inclusionary zoning.  
120

121 **f. Discussion and potential action on tentative agreements about shared services between Town of**  
122 **Essex and independent City of Essex Junction**

123 Mr. Watts said that new documentation had been presented to the Selectboard yesterday that was not  
124 included in the packet and asked if the Selectboard would be interested in discussing these today. Ms.  
125 Delphia, Ms. Cook and Mr. Murray said that they have not reviewed these documents. Mr. Watts said that  
126 some of the documentation received seems to be inconsistent. Mr. Brown said that he is confused by this  
127 decision, as the new documents that were sent out today are Selectboard edits and comments. Mr. Watts  
128 said that he is also concerned that the public has not had access to these documents. Mr. Brown suggested  
129 reviewing the document that consolidated edits, knowing that future opportunities for public input are  
130 available. Mr. Chawla indicated his support for this and said that he is concerned that something similar  
131 may happen next week. Mr. Tyler encouraged the Trustees to respect the Selectboard’s decision. Ms.  
132 Cook suggested that these documents be discussed at next week’s joint meeting. Mr. Brown asked what  
133 new information the Selectboard believes is included in this packet and Mr. Watts said that input from  
134 legal counsel was not included in prior editions. Ms. Delphia said she has three different editions of the  
135 same document, all with different changes. Ms. Cook asked what is driving the urgency in this review.  
136 Mr. Brown said that each of these contracts and MOUs will help to clarify how the City of Essex Junction  
137 will function and not having them approved could create confusion for voters. Mr. Watts said that it was  
138 hoped that the review of these documents would have been done much earlier, and Mr. Murray said that  
139 the Selectboard appreciates the Trustees’ patience in this review and said that the Selectboard has the  
140 responsibility to conduct timely review of these materials. Mr. Luck said the Selectboard has not provided  
141 any comments on the Police Services or Right of First Refusal document and suggested discussing these  
142 documents tonight. Mr. Watts said that, due to the confusion as well as other timing issues, the

143 Selectboard has not had sufficient time to discuss these documents in Executive Session. Mr. Duggan said  
144 that updated documents will be available in next week's packet. Mr. Brown said that he would appreciate  
145 seeing how the Boards could avoid this situation from happening in the future so that this process can  
146 continue to move forward.

147

148 **g. Discussion of personnel**

149 This was discussed during Executive Session.

150

151 **6. READING FILE**

152 **a. Board member comments:** None.

153 **b. List of Boards/Committees/Commission openings**

154 **c. News Alert: Essex is Among the Top Safest Cities in Vermont, According to SafeWise [2021**  
155 **report]**

156 **d. Update on shared priorities from June strategic planning session**

157 **e. Upcoming meeting schedule**

158

159 **7. EXECUTIVE SESSION**

160 ~~**a. An executive session may be requested to discuss the appointments of public officials**~~

161 ~~**b. An executive session may be needed to discuss negotiation of contracts and agreements between**~~  
162 ~~**the Town of Essex and Village/City of Essex Junction**~~

163 **c. An executive session may be requested to discuss the employment of public employees**

164

165 **DAWN HILL\_FLEURY made a motion, seconded by PATRICK MURRAY, that the Selectboard**  
166 **enter into executive session to discuss the employment of public employees in accordance with 1**  
167 **V.S.A. Section 313(a)(3), to include the Trustees, Village Attorney, Town Attorney, Unified**  
168 **Manager and Deputy Manager. Motion passed 5-0.**

169

170 **GEORGE TYLER made a motion, seconded by DAN KERIN that the Trustees enter into executive**  
171 **session to discuss the employment of public employees in accordance with 1 V.S.A. Section**  
172 **313(a)(3), to include the Selectboard, Village Attorney, Town Attorney, Unified Manager and**  
173 **Deputy Manager. Motion passed 5-0.**

174

175 **DAN KERIN made a motion, seconded by RAJ CHAWLA, to exit executive session. Motion passed**  
176 **5-0 at 9:24 PM.**

177

178 **DAWN HILL-FLEURY made a motion, seconded by TRACEY DELPHIA, to exit executive session.**  
179 **Motion passed 5-0 at 9:25 PM.**

180

181 **8. ADJOURN**

182 **DAN KERIN made a motion, seconded by RAJ CHAWLA, for the Trustees to adjourn. Motion**  
183 **passed 5-0 at 9:25 PM.**

184

185 **DAWN HILL-FLEURY made a motion, seconded by SUE COOK, for the Selectboard to adjourn.**  
186 **Motion passed 5-0 at 9:26 PM.**

187

188 Respectfully Submitted,  
189 Darby Mayville  
190 Recording Secretary



Community Development Department  
878-6950

2 Lincoln Street  
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## **MEMORANDUM**

**TO:** Evan Teich, Unified Manager, Trustees/Selectboard  
**FROM:** Owiso Makuku and Robin Pierce, Community Development Directors  
**DATE:** October 25, 2021  
**SUBJECT:** Cannabis in the Community

### **Issue**

The issue is whether the Trustees/Selectboard wish to know about the potential for Cannabis in the Community, and publicize the same.

### **Discussion**

The purpose of this memo is to provide the Trustees and Selectboard with information related to Act 164, which includes information on the regulation of cannabis in the State of Vermont. Act 164 provides a legal option for Vermont municipalities to permit retail cannabis sales: Known as Opt In.

In order to permit activities related to retail cannabis sales within a municipality a majority vote in the affirmative taken by Australian ballot at a duly warned and noticed public meeting is required. This can occur at an annual meeting (e.g. Village or Town Meeting Day) or a special meeting. If the municipality does not affirmatively vote to permit this activity, it will not be permitted in the municipality.

The State Cannabis Control Board will provide rulemaking that will provide clarity on the regulation of cannabis operations. The Village and/or Town can provide local licensing for retail operation. The local permitting is conducted in a similar manner to the liquor licensing process done today, whereby the Town Selectboard acts as the Liquor Control Board. However, unlike local liquor licensing boards where the law specifically cites towns and cities having Boards as the entities that decide on local liquor licenses, (and is silent with respect to villages), with local cannabis control boards, the law just says that the local municipal legislative body may choose to create one (7 VSA section 863(b)), so villages can have their own local Cannabis Control Board. Therefore the Trustees and Selectboard can vote on whether they want to have a resolution on a warned public meeting regarding cannabis, either individually or together.

Since municipalities may opt to locally regulate retail licensees, this category could be included in a single ballot question. Based on this, a possible question could be: Shall the voters of the Village of Essex Junction and/or Town of Essex permit the operation of cannabis retailers within the Village of Essex Junction and/or the Town of Essex pursuant to 7 V.S.A. §863(a) (1), and subject to such municipal ordinance and regulation as the Trustees and/or Selectboard may lawfully adopt and implement?

Considerations for a ballot question in support of including a question on a Village and/or Town public meeting/s. Staff has identified the following items:

1. Allow business planning for future licensees to occur in advance of State rulemaking.
2. Potential increase in municipal revenues due to increased taxation of retail cannabis products.
3. Expand the diversity of businesses operating in the Village and/or Town.
4. Existing land use regulations may provide sufficient regulatory capacity to ensure land use conflicts are limited.

In support of NOT including a question/s on a Village or Town ballot and waiting for future information from the State Cannabis Control Board, Staff has identified the following items:

1. State rule making has not yet occurred so specific regulations are unknown.
2. Existing land use regulations may need to be updated to support local concerns regarding regulations of cannabis retailers, as permitted by the State.
3. There may be public health risks associated with cannabis use that may increase with establishments located in the Village or Town.

It should be noted that other items may not be fully realized at this time. Since this is ultimately a policy question, the Trustees and Selectboard should determine if they are prepared to ask voters to weigh-in on locating retail establishments within the Village or Town limits. With a vote in mind public engagement efforts such as social media posts, the creation of a cannabis website that has links from municipal websites, placing information on Front Porch Forum, Facebook and at the libraries and municipal offices is recently under way and will continue in November. A hybrid meeting will be arranged for a community wide discussion of retail cannabis at a date within the next two months.

Ultimately any local control of retail cannabis operations by a municipality will be through zoning and public nuisance laws, not a local Cannabis Control Board. Municipalities have no control over the issuance of an integrated license which occurs when cultivation, manufacturing, wholesale and retail operations occur in the one establishment and is approved at the State level. The one control a municipality can have is deciding to Opt In for retail cannabis sales. There is no timeline for doing this at the moment

The Trustees and Selectboard should first decide if the Town and/or Village want to put the Opt In for retail cannabis sales on a ballot. If the answer is yes then should each municipality have their own local Cannabis Control Boards, or have one Board at the Town level, or if a local Cannabis Control Board/s would have any value given the lack of authority it/they would have? If it is decided to put the Opt In option for the sale of retail cannabis on an Australian ballot at a warned at a public meeting for local voters there is no deadline for the vote at the moment.

Municipalities can choose to Opt In now or later. If the choice is to Opt In and a cannabis retailer opens, a municipality can choose to later vote to rescind the vote but any retailer that opened while it was an Opt In municipality will be grandfathered in.

Information held by Staff currently breaks down into three discrete considerations:-

1. Does the elected body want residents to consider Opt In for retail cannabis via Australian ballot at a duly warned and noticed public meeting?
2. Given the fact that a local Cannabis Control Board would have very little discretion over retail cannabis and no input for integrated services is a local cannabis control board warranted?
3. Zoning and Public Nuisance Laws would seem to be the best way for local communities to control retail cannabis operations. This could take the form of overlay districts along routes to school and could include any future retail establishment that may be considered unwarranted in certain areas not just cannabis.

### **Recommendation.**

This memo is for discussion. The Trustees are scheduled to discuss this topic at their meeting on October 26. The Selectboard is scheduled to discuss the topic on November 1, including a presentation from the Chittenden County Regional Planning Commission.



**GBIC**

*Good Jobs In A Clean Environment*

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Council Members of the Village of Essex Junction and  
Selectboard of the Town of Essex  
C/O Evan Teich, Unified Manager  
Village of Essex Junction  
2 Lincoln Street, Essex Junction  
Vermont 05452

October 4, 2021

Dear Evan:

On behalf of the GBIC Board of Directors and Staff, we would like to thank the Village and Town of Essex for its continuing support of the programs and services of the Greater Burlington Industrial Corporation.

We greatly value your support, especially as we all recover from this global pandemic. Your contribution will enable us to continue serving the municipalities and businesses of Chittenden County throughout this upcoming year.

Again, our sincere thank you for helping us to build a better economic future for our region, our residents, and the State of Vermont!

Sincerely,

Sam Andersen  
Executive Vice President, GBIC

# MEETING SCHEDULES

10/21/2021

TOWN SELECTBOARD MEETINGS 	VILLAGE TRUSTEES MEETINGS 	JOINT MEETINGS 
Meeting Date/Time	Meeting/Location	Recording Secretary
October 25, 2021—6:30 PM	JB Special—81 Main	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 Special—All Day Budget Workshop	Darby
November 9, 2021—8:00 AM	SB Special—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—81 Main	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—81 Main	
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	
February 28, 2022—7:30 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



<b>April 4, 2022—6:30 PM</b>	SB Regular	
<b>April 6, 2022—7:00 PM</b>	Village Informational Hearing	Cathy
<b>April 13, 2022—6:30 PM</b>	VB Regular	