



CITY OF ESSEX JUNCTION
CITY COUNCIL
SPECIAL MEETING AGENDA

Online & 2 Lincoln St.
Essex Junction, VT 05452
Wednesday, July 6, 2022
6:30 PM

E-mail: manager@essexjunction.org

www.essexjunction.org

Phone: (802) 878-6951

This meeting will be in-person at 2 Lincoln Street and available remotely. Options to watch or join the meeting remotely:

- **WATCH:** the meeting will be live streamed on [Town Meeting TV](#)
- **JOIN ONLINE:** [Join Zoom Meeting](#)
- **JOIN CALLING:** (toll free audio only): (888) 788-0099 | Meeting ID: 944 6429 7825; Passcode: 635787

1. **CALL TO ORDER** [6:30 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **APPROVE AGENDA**
4. **PUBLIC TO BE HEARD**
 - a. Comments from public on items not on agenda
5. **BUSINESS ITEMS**
 - a. *Discuss City Manager applications
 - b. Consider City Manager hiring process
6. **CONSENT AGENDA**
 - a. Approve agreements & authorize City Council President to sign agreements with Town of Essex
7. **EXECUTIVE SESSION**

*An executive session may be needed for the discussion of documents that are exempt from the public records laws
8. **ADJOURN**

This agenda is available in alternative formats upon request. Meetings of the City Council, like all programs and activities of the City of Essex Junction, are accessible to people with disabilities. For information on accessibility or this agenda, call the Manager's office at 878-1341 TTY: 7-1-1 or (800) 253-0191.

Certification: 7/1/22 Brad Luck

Memo

To: Essex Junction City Council

From: Brad Luck, Interim Co-Manager

Meeting Date: July 8

Agenda Item: 5a. City Manager Applications

Issue

At the May 11 meeting, the Trustees added to the outlined hiring process a discussion at this juncture of how we got from the full applicant pool to the top 5 to be interviewed by the department heads. After reviewing applications, it has been determined that the top 8 candidates shall be interviewed by department heads.

Discussion

In order to discuss applicants, it is recommended that the Council go into executive session. Personal documents relating to an individual for hiring are exempt from public records requests and thus discussing them is a valid reason to enter into executive session.

Cost

N/A.

Recommendation

It is recommended the Council go into executive session to discuss City Manager applications.

Recommended Motion

Should the Trustees decide to move forward with the recommendation, the following is the recommended motion:

“I move that we go into executive session to discuss personal documents related to the hiring of individuals that are exempt from the public records laws, under the provisions of Title 1, Section 313(a)(6) of the Vermont Statutes, and include the interim co-managers.”

Attachments

None.

Memo

To: Essex Junction City Council

From: Brad Luck, Interim Co-Manager

Meeting Date: July 6, 2022

Agenda Item: 5b. Hiring Process

Issue

The City Council has not formally approved of the hiring process for the City Manager. This is an opportunity to review the plans, discuss, and find agreement on the remaining steps of the process.

Discussion

In February, the Trustees appointed a City Manager Hiring Planning Committee that had the following charges:

With input opportunities from the Trustees, the public, staff, and department heads:

- Identify a hiring timeline & plan
- Ensure that community members, staff, and department heads are included in the hiring process
- Utilize a variety of tactics to assess candidates (i.e. short essays with applications, projects, presentations, committee/panel interviews, meet & greets, etc.)
- Provide a process that results in (up to) the top three finalists being provided to the Trustees for ultimate consideration and decision

On May 11, the outcomes from this committee and outline of the process was shared in a memo with the Board and discussed at the meeting. This is from the memo in the packet:

The Hiring Committee has been meeting every other week since the end of March, as their work is slightly less pressing. They are working on finalizing two short essay questions to be completed as a part of the application process. Applications will begin the review process on June 13. Staff will evaluate to get to a top 10, which will be scored by a committee of staff and two Trustees. The top 5 candidates will be interviewed by department heads. The top 3 candidates will be interviewed by residents and staff. All of the evaluations – application scoring and feedback from Department Heads, staff, and residents, will be sent to the Trustees, who will then interview the top 3 candidates and make a selection. An exact timeline will be in the next reading file.

On May 11, the Trustees consented to the process as described above. There was an addition of a discussion of how we got to the group that was planning to be interviewed by the Department Heads. That discussion was the first business item tonight.

Since reviewing applications, it has been determined that it would be best for department heads to interview the top 8 candidates (vs. top 5 as previously outlined). That is the only change that has been made.

Cost

N/A

Recommendation

It is recommended that the Trustees discuss the process that has previously been laid out and decide if they would like to amend or accept it.

Recommended Motion

Should the Trustees decide to move forward, the following are the recommended motion options:

“I move that we accept the City Manager hiring process that has been identified in this memo.”

OR

“I move that we accept the City Manager hiring process that has been identified in this memo with the following changes.....”

Attachments

None.

Memo

To: Essex Junction City Council

From: Brad Luck, Interim Co-Manager

Meeting Date: July 6, 2022

Agenda Item: 6a. Approve agreement & authorize City President to sign agreements with Town of Essex

Issue

The Board of Trustees previously voted unanimously to accept 10 agreements with the Town of Essex. The Memorandum of Understanding, First Right of Refusal for 81 Main Street, Clerk/Treasurer's Agreement, and Finance Agreement were all between the Village of Essex Junction and Town of Essex and have been signed. The remaining 6 agreements include Police Services, Reappraisal and Assessor Services, Information Technology, Delinquent Tax, Stormwater, and Recreation Program Access/Indian Brook Access/Senior Center and Bus, are all between the City of Essex Junction and the Town of Essex. Given the City was just formed on July 1, 2022, the City Council may now choose to ratify these agreements and authorize the City Council President to sign them as a duly authorized agent of the City.

Discussion

See above.

Cost

There is no cost associated with signing the agreements, but there are financial implications within each agreement.

Recommendation

It is recommended that the Council approve the agreements and authorize the President to sign them.

Recommended Motion

Should the Trustees decide to move forward with the recommendation, the following is the recommended motion:

"I move that we approve the Police Services, Reappraisal and Assessor Services, Information Technology, Delinquent Tax, Stormwater, and Recreation Program Access/Indian Brook Access/Senior Center and Bus agreements with the Town of Essex and authorize the City Council President to sign them as a duly authorized agent of the City."

Attachments

Agreements:

- Police Services
- Reappraisal and Assessor Services
- Information Technology
- Delinquent Tax
- Stormwater
- Recreation Program Access/Indian Brook Access/Senior Center and Bus

Police Services Agreement

THIS AGREEMENT, made this 28th day of April, 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 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 be renewable for another five (5) years (Extended Term) at the conclusion of the Initial Term provided neither 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 will continue to be renewable 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.

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 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 administration costs, human resources costs, Information Technology (IT) costs, finance costs and other mutually agreed upon costs related to the operations of the police department. The per capita basis shall be reassessed every ten years when new census data is released by the US Census Bureau.

In year two and every year thereafter, no later than the Town's billing for the second 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 a discrepancy 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 make all reasonable efforts to stay within any approved budget.

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

mutually agreed upon by the Selectboard and the City Council, and at a minimum, shall include revenue and expenses for the Police Services to be provided.

Upon request and with reasonable advance notice, a Town representative familiar with the proposed budget shall appear at any City Council meeting where there will be a discussion of the budget to answer any questions. 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. 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 the City's payment of 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 Essex Junction Public Works, and Essex Junction Fire Department.

The Town will include 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. 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.

In the event 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 Party requesting the change shall provide the 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 fiscal year when the change is first proposed unless mutually agreed upon. In the event the Town voters fail to approve a proposed budget, and the budget failure 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 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 also accept input from and cooperate with the City Manager. The Police Chief, Town Manager, and City Manager shall 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”) 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 three (3) years nor more than four (4) years prior to the end of either the Initial Term or Extended Term. Should one Party notify the other that it intends to terminate this Agreement, then the Parties agree to enter into a mediation with an agreed upon mediator. The Parties shall split the costs of the mediator, but otherwise bear their own costs of the mediation, including their attorneys' fees. The Parties shall mediate in good faith.

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

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

- c. At such time that the City has notified the Town that it has established a municipal Police Department that performs the Services, for which notice shall be provided to the Town a minimum of two years in advance.

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 Selectboard
 81 Main Street
 Essex Junction, VT 05452-3209

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

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 28th day of April, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

EXHIBIT B

REAPPRAISAL AND ASSESSOR SERVICES AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2022, 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 the parcels located in the Town and City (“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 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.

EXHIBIT B

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. Any appeals for properties located within the City that arise from reappraisal after the Change of Real Estate Values are sent to property owners shall go to the Assessor. The Assessor will work with the reappraisal contractor to address the appeal. If City property owners are not satisfied with the outcome of the Assessor’s decision, they may appeal to the City Board of Civil Authority.
9. In exchange for its receipt of Assessor services, the City will continue to contribute towards the cost of the Office of the Assessor based upon its Percentage of Parcels until the end of the fiscal year in which the upcoming reappraisal is completed, as defined when the Change of Real Estate Values are sent to property owners. If the reappraisal is completed after either the Town or City budget for the subsequent fiscal year has been approved by their respective board, but before the end of the current fiscal year, and the municipalities have not budgeted to each have their own assessing department, shared assessor services shall remain in place through the end of the subsequent fiscal year. Thereafter, should there be an appeal process with respect to any parcel located within the City, the City shall compensate the Town for time expended by Town employees in supporting the Town Assessor’s position in the appeal on a reasonable hourly basis based upon the salary and benefit costs of the Town employee. When the reappraisal is completed but before any appeals have concluded, 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.

EXHIBIT B

10. This Agreement shall terminate upon the conclusion of the reappraisal and any associated appeals.
11. 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.
12. This Agreement may be amended or modified by mutual written agreement of the Parties.
13. Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

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

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

14. 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.
15. 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.
16. 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.

EXHIBIT B

- 17. 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.
- 18. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this 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

EXHIBIT C

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 infrastructure, data, and resources to the City;

WHEREAS, the Town's IT Director and the City’s IT consultants will work together to develop a plan and facilitate this migration;

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

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

1. The City shall provide the Town with a list of IT consultants and staff (“IT Consultants”) the City has authorized to access the former Village’s IT infrastructure, data, and resources. The City shall keep this list current and provide updates to the Town of any changes to this list.
2. The IT Consultants will work with the Town’s IT Director to prepare a written plan for the migration of the former Village IT infrastructure, data, and resources to the City that will be in place prior to commencing the migration. The acceptance of the plan by the Town IT Director’s shall not constitute a warranty that the plan will achieve its stated objective, which is and shall remain the responsibility of the IT Consultants.
3. The Town’s IT Director shall oversee and provide the IT Consultants reasonable access to its equipment to plan and facilitate the migration of the former Village IT infrastructure, data, and resources to the City. This access shall be provided until

the City completes the migration or June 30, 2023, whichever occurs sooner. The IT Consultants and or the City shall be responsible for any damage to Town infrastructure stemming from their technology migration efforts and shall, to the fullest extent permitted by law, indemnify and hold harmless the Town against any claims and penalties resulting from such access. In the process of migration, the City or its contractor shall not violate any state or federal regulations regarding protected data. If there are IT related contracts with expiration dates after the last fiscal year in which City residents pay Town taxes that cannot be transferred to the City without penalty or would be canceled if the City were no longer a part of the contract, the Town and City shall maintain the contract through its expiration date and the City shall reimburse the Town fifty percent (50%) of the amount due. The Town shall provide a copy of the vendor's invoice and invoice the City the amount due with payment terms. The Town and City may consider future conversations of extending, renewing, or creating IT related contracts if they so desire. 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. Both the Town and City shall negotiate with those vendors on any claimed penalties.

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. In no event shall the City have access to non-Village related data following completion of the migration.
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 at a reasonable hourly rate based upon the salary and benefit costs of the Town IT Director for the costs incurred in providing staff and equipment to assist with the migration.
6. This Agreement shall terminate at the time the City notifies the Town the migration is complete or June 30, 2023, whichever occurs sooner. If this contract requires an extension, the Parties shall not unreasonably deny the extension because the migration is not complete. Prior to termination of the Agreement, the City shall reimburse the Town for any costs incurred pursuant to Section 5 above.
7. This Agreement may be amended or modified by mutual written agreement of the Parties.
8. Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

To the Town of Essex:

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

To City of Essex Junction: City of Essex Junction City Council

2 Lincoln Street
Essex Junction, VT 05452

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

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Delinquent Tax Agreement

THIS AGREEMENT, made this 28th day of April , 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 (“Village”) 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 each Municipality in collecting property tax delinquencies;

WHEREAS, any property tax delinquencies incurred for properties located in the Village prior to the date the City begins collecting taxes will be collected by and payable to the Town of Essex;

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 date the City begins collecting its own taxes, all delinquencies incurred for properties located in the former Village will be collected by and payable to the Town. The Town may continue collection efforts for both the Town and former Village, 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 at the end of the fiscal year in which Village voters were allowed to vote on the Town budget and may pursue its own collection efforts. The City shall honor the terms of any payment plans for any delinquent account purchased.
- 2) The Municipalities may choose to work cooperatively on collection efforts for properties with delinquencies owed to both the Town and the City.
- 3) This Agreement may be amended or modified by mutual written agreement of the Parties.

- 4) This agreement shall terminate when all delinquencies incurred for properties located in the former Village have been collected by the Town or when the City has purchased all delinquent accounts from the Town.
- 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 Selectboard
81 Main Street
Essex Junction, VT 05452-3209

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

- 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 as to its subject matter. 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 28th day of April, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

EXHIBIT F

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. 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 was collected from Village and Town of Essex property owners prior to the approval of the City Charter to complete the then approved, ongoing stormwater projects until those projects are completed. If any currently approved but uncompleted stormwater projects require additional funding to complete, the Town and City shall share such costs on a percentage of the grand list basis. If there are any residual funds after the projects are completed, the funds should be distributed to each municipality on a percentage of the grand list basis.
4. Future stormwater projects shall be funded by each municipality respectively once the Transition Period has concluded.
5. This Agreement may be amended or modified by mutual written agreement of the Parties.
6. Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

To the Town of Essex:	Town of Essex Selectboard 81 Main Street Essex Junction, VT 05452-3209
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To City of Essex Junction:	City of Essex Junction City Council 2 Lincoln Street Essex Junction, VT 05452
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7. This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
8. In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.

9. This Agreement represents the entire agreement between the Parties. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.
10. Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
11. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ___ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

EXHIBIT G

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

THIS AGREEMENT, (“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 value the current access residents have to services, facilities, and parks that enhance their quality of life;

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

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

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

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

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

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

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

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

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

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

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

2. Indian Brook.

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

3. Senior Center and Senior Bus.

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

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

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

4. Necessary Actions.

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

5. Termination.

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

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

6. Amendment.

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

7. Notice.

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

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

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

8. Governing Law; Severability

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

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

9. Disputes.

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

10. Entire Agreement.

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

11. Assignment; Binding Agreement.

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

12. No Waiver.

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

13. Captions.

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

DATED this ___ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent