

6/22 Trustee Work Session on Essex Junction Independence

On June 22, the Trustees held a work session on Essex Junction Independence. The following is what was discussed.

The Trustees reviewed and updated the draft Charter for the city of Essex Junction. They considered comments and suggestions from legal counsel. They discussed the first draft of the transitional provisions in the charter.

The Trustees discussed the draft organizational chart based on their last work session. Previously, the Trustees were interested in short-term sharing clerk/treasurer, finance, and information technology, and long-term sharing police and recreation & parks with the Town of Essex. The Selectboard indicated they would be willing to discuss all of those things, but recreation & parks only in the short-term, and they wanted to add assessing to the list of considerations. The Trustees reached consensus on conversing with the Selectboard re: the following:

- Long-term sharing: police
- Short-term sharing: IT (only until the City can stand on its own), finance (no longer than 6/30/26)
- They are still not interested in sharing assessing, but are willing to hear the Selectboard out on their thinking.
- Based on feedback from the Village & Town Clerk/Treasurer, they are not interested in sharing this department.
- They want the manager and recreation directors to brainstorm ways to codify a working relationship in recreation and parks between the Town and City (specifically related to the senior center/busses and the Tree Farm), but operate as separate departments.

The Trustees postponed a discussion regarding the future of consolidated services with the Town until the next work session.

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

If you have feedback on the work session, you are encouraged to share your thoughts here: <https://forms.gle/TvBfsJMGLTbSZAzJ7>.

If you missed the work session, but would like to watch it, you can find it here (starting at minute 2:53 and ending at 1:26:51): <https://youtu.be/kWIPRLNE9iM?t=173>.

The next work session will take place as the first item on the agenda at the July 13 Trustees meeting, which starts at 6:30p.m. The meeting agenda and link will be posted a few days before the meeting here: <https://www.essexjunction.org/boards/board-of-trustees>.

Memo

To: Village Trustees

From: Brad Luck, Director, EJRP

Date: June 15, 2021

Re: Work Session: Essex Junction Independence

Essex Junction Independence

Goal

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

How we will get there

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

Tonight, we will be discussing:

- A. Draft charter review
- B. Org chart review
- C. Consolidated services future

A. Draft charter review

We will review the draft charter, discuss legal counsel responses to questions and recommended edits, review the first draft of the transitional provisions, and make changes as deemed fit. We will see if there are items that need further review or discussion.

B. Org chart review

Based on our conversation at the last work session, we will review the draft org chart. There are several attachments related to this matter that should be reviewed.

- 6/8 work session feedback
- Gabrielle Smith e-mail re: recreation & parks
- Goals of creating organization list
- Draft org chart (post 6.8 Trustee work session)
- Stormwater summary
- Documents related to 6/8 work session
 - Memo from Ron Hoague re: future of policing related to separation of the Village
 - Response from Susan McNamara-Hill re: clerk/treasurer transition period
 - Response from Travis Sabatano re: concerns on HR Director as Assistant Manager
 - Response from Sarah Macy re: finance transition period & future city finance
 - Response from Wendy Hysko re: housing IT at Brownell

Additionally, there may be information from the Selectboard's 6/21 meeting to consider.

The Trustees should discuss the departmental analysis for Stormwater.

The Trustees should review the org chart and see if there is a consensus on the current iteration or if any changes are desired at this time and/or if more questions need to be addressed.

C. Consolidated services future

A clear message from conversations with consolidated department heads was a desire for a path forward. Below are my notes from the departmental analysis:

Clarity on a direction would be valuable for these consolidated departments. The Trustees and Selectboard would serve employees best by creating a clear path forward as it relates to municipal departments and services, whether it is in independence or the current governance structure. The Trustees should make it known sooner than later whether or not they are interested in returning to a place where they have more Village departments and personnel, and work with the Selectboard towards a shared vision. This would help these departments make decisions now that support that future state, and do not result in wasted energy or more things to change and untangle.

The Trustees should discuss their goals and desires moving forward as it relates to consolidation, shared services, and tax equity.

Attachments

- 5/25 work session feedback – one additional
- 6/8 work session feedback
- Gabrielle Smith e-mail re: recreation & parks
- Legal Counsel responses to Trustees questions re: Charter
- Legal Counsel charter mark-up
- Legal Counsel transitional provisions draft
- Charter comments – Travis Sabatase
- Goals of creating organization list
- Draft org chart (post 6.8 Trustee work session)
- Stormwater summary
- Documents related to 6/8 work session
 - Memo from Ron Hoague re: future of policing related to separation of the Village
 - Response from legal counsel re: polling the board
 - Response from Susan McNamara-Hill re: clerk/treasurer transition period
 - Response from Travis Sabatase re: concerns on HR Director as Assistant Manager
 - Response from Sarah Macy re: finance transition period & future city finance
 - Response from Wendy Hysko re: housing IT at Brownell
 - Questions to Rob Paluba re: IT transition period & hybrid IT model

May 25 Work Session Feedback on Essex Junction Independence

This survey will be available from 5/26 through 6/7.

This survey is for Village of Essex Junction residents and must include your e-mail, name, and address. Incomplete responses will not be given consideration.

Please note: this information will be used to inform the work and discussions of the Trustees. We will not be directly responding to any comments or questions posted below. If you have specific matters you would like a response to, you should e-mail the Trustees directly (<https://www.essexjunction.org/boards/board-of-trustees>).

Please be aware that the information provided below could be made public.

Email *

germainmorgan@yahoo.com

Your Name *

Toni Morgan

Your Address *

17 Grove St

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

	0	1	2	3	4	5	6	7	8	9	10	
Very Bad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Excellent

What did you hear that you are excited about?

committee to research and plan, plus citizen support group

Did you hear anything that you are concerned about?

how to communicate, esp anticipated disinformation campaign from certain people in the town

Do you have any comments, feedback, or suggestions?

show new charter along with old to easily see changes, additions. Do clear short mailings to all residents. thanks!

Do you have any questions?

Do we have to be a 'city' I feel so 'village' ;-)

This form was created inside of Essex Junction Recreation & Parks.

Google Forms

June 8 Work Session Feedback on Essex Junction Independence

This survey will be available from 6/9 through 6/22.

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Please be aware that the information provided below could be made public.

Email *

tmillervt@yahoo.com

Your Name *

Tim Miller

Your Address *

5 Nahma Ave

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

	0	1	2	3	4	5	6	7	8	9	10	
Very Bad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Excellent

What did you hear that you are excited about?

Everything related to independence!

Did you hear anything that you are concerned about?

Sharing of the recreation departments

Do you have any comments, feedback, or suggestions?

Outside of continuing to rent space to Essex parks and rec, it is imperative that EJRP be its own entity!

Do you have any questions?

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Please be aware that the information provided below could be made public.

Email *

mgiroux236@aol.com

Your Name *

Michael A. Giroux

Your Address *

18 TYLER DR

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

	0	1	2	3	4	5	6	7	8	9	10	
Very Bad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Excellent

What did you hear that you are excited about?

SEPERATION

Did you hear anything that you are concerned about?

DO NOT WANT TO SHARE REC DEPT

Do you have any comments, feedback, or suggestions?

DO NOT SHARE REC DEPARTMENT

Do you have any questions?

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Please be aware that the information provided below could be made public.

Email *

sampvt70@gmail.com

Your Name *

Sheila Porter

Your Address *

10 South Summit Street

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

	0	1	2	3	4	5	6	7	8	9	10	
Very Bad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Excellent

What did you hear that you are excited about?

The positive nature of these talks, the fact that we are looking out for ourselves, the fact that we, as village residents, are designing our future.

Did you hear anything that you are concerned about?

The talk about keeping the rec departments co-located. There is no reason. There is too much confusion already, people voted for them to not merge several years ago and then somehow they ended up together anyway. Many people that I talk to in the village are very unhappy with this arrangement.

Do you have any comments, feedback, or suggestions?

Thank you for taking on this challenging idea of separation, it is a lot of work and I appreciate all that each of you is doing.

Do you have any questions?

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Please be aware that the information provided below could be made public.

Email *

summ3rjamm@aol.com

Your Name *

Christina Papadopoulos

Your Address *

103 Seneca avenue

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

	0	1	2	3	4	5	6	7	8	9	10	
Very Bad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Excellent

What did you hear that you are excited about?

Separation

Did you hear anything that you are concerned about?

I do not want a shared rec dept. That is the whole point of separation.

Do you have any comments, feedback, or suggestions?

Do you have any questions?

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Please be aware that the information provided below could be made public.

Email *

loplady2@gmail.com

Your Name *

Julie Cimonetti

Your Address *

6 Poplar Court

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

	0	1	2	3	4	5	6	7	8	9	10	
Very Bad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Excellent

What did you hear that you are excited about?

Did you hear anything that you are concerned about?

Sharing the recreation department

Do you have any comments, feedback, or suggestions?

I do not want to share the recreation department.

Do you have any questions?

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Please be aware that the information provided below could be made public.

Email *

arichadrury@gmail.com

Your Name *

Aricha

Your Address *

8 Murray Rd

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

	0	1	2	3	4	5	6	7	8	9	10	
Very Bad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Excellent

What did you hear that you are excited about?

Exploring specific options for police services

Did you hear anything that you are concerned about?

Shared rec departments. It made sense when we were headed toward merger, but I don't see the benefit to EJ with fully merged rec departments. If there is a benefit to sharing over separating, I'd like to hear clearly what they are.

Do you have any comments, feedback, or suggestions?

not at the moment

Do you have any questions?

not yet

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Please be aware that the information provided below could be made public.

Email *

brown.m.danielle@gmail.com

Your Name *

Danielle

Your Address *

35 Brickyard Rd

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

	0	1	2	3	4	5	6	7	8	9	10	
Very Bad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Excellent

What did you hear that you are excited about?

Becoming independent

Did you hear anything that you are concerned about?

Sharing Parks and Rec-not something I would like to see happen

Do you have any comments, feedback, or suggestions?

Do you have any questions?

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Please be aware that the information provided below could be made public.

Email *

Vtpiscatella@comcast.net

Your Name *

Andrea Piscatella

Your Address *

58 Kiln Rd

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

	0	1	2	3	4	5	6	7	8	9	10	
Very Bad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Excellent

What did you hear that you are excited about?

Becoming the masters of our own destiny.

Did you hear anything that you are concerned about?

Shared services - except for police, I think every department should separate.

Do you have any comments, feedback, or suggestions?

Parks & Rec should NOT merge. They are currently separate, and should remain separate.

Do you have any questions?

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Please be aware that the information provided below could be made public.

Email *

betsy.hoffmeister@gmail.com

Your Name *

Betsy Hoffmeister

Your Address *

11 Fairview Drive

On a scale of 0-10 (0=Very bad, 10=Excellent), how well do you think the process for creating an independent Essex Junction is going?

	0	1	2	3	4	5	6	7	8	9	10	
Very Bad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Excellent

What did you hear that you are excited about?

I am very excited about a shared Rec Department and Police Department. As both a resident and a shared employee of EPR and EJRP I have a unique perspective on the sharing of Rec. Many residents don't seem to understand which programs are EPR and which are EJRP and also don't realize that they utilize programs from both departments. Rec has done an amazing amount of work in the past two years to create the best programs we can for all Town and Village residents and it would be devastating to the employees and the community if that work needed to be undone.

Did you hear anything that you are concerned about?

No

Do you have any comments, feedback, or suggestions?

Please seek input from the people who work in the Rec Department about what they think is best moving forward.

Do you have any questions?

No

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Google Forms

From: Brad Luck

Sent: Tuesday, June 15, 2021 10:39 AM

To: Gabrielle Smith <grsmith120901@gmail.com>; Andrew Brown <brown.p.andrew@gmail.com>

Subject: RE: EJRP/Essex Rec

Hi Gabrielle-

Thanks for your questions.

1. We moved to one website when co-location began around September 2019. We switched the domain to essexrec.org, but ejrp.org would take you to the same place. EJRP had, for 10+ years, been on the Weebly platform. I think that we switched to the CivicPlus platform sometime this past fall, but honestly it is all a blur. When the consolidated IT department moved the old Town government site to CivicPlus, they wanted to get as much as possible aligned. The Rec site went with it. You can still get there by going to essexrec.org or ejrp.org, it is just hosted with the rest of the Town government. I agree that it is less than ideal – in terms of the appearance and functionality of the site. The Village municipal site and Brownell site continue to be separate from CivicPlus. Moving to one website for both departments was our decision (me/Ally/recreation) when co-location started. Moving to the Town platform was IT's decision.
2. I'm not sure if the title of the footer "Town of Essex" can be changed or not, but I think it is just a part of the site creation.
3. The Town is not paying any rent. There is a \$12,000 revenue that comes from the EPR Program Fund to the EJRP General Fund, which started with co-location. They do not pay for any of the building expenses (~\$88,500/year). They do not pay for Caitlin's time. On the flip side, Wendy Johnson, the Customer Service Specialist is fully paid for by EPR. She serves both entities when answering the phones and working with customers. Basically Caitlin and Wendy serve both entities and each are employed separately by EPR and EJRP. It is a wash from that standpoint.

I appreciate you sharing your concerns. Recreation & Parks is not currently a shared service from a financial perspective, but operationally are very much consolidated. I do see value in one department serving both communities and I think it makes sense that it be a Village department. However, I agree with your assessment that this may be a distraction and controversial, and I do not want anything to get in the way of separation.

Are you comfortable with me including your e-mail in the board packet for the 6/22 Trustee meeting?

Let me know.

Thanks.

-Brad

From: Gabrielle Smith <grsmith120901@gmail.com>

Sent: Tuesday, June 15, 2021 10:17 AM

To: Brad Luck <BradMLuck@gmail.com>; Andrew Brown <brown.p.andrew@gmail.com>

Subject: EJRP/Essex Rec

Hi Brad and Andrew,

I have a few questions about the evolution and future of the relationship between EJRP and EPR. What I see now online is a merged website under the Town of Essex; ejrp.org reroutes to a page on the Town of Essex website. I am having a hard time finding the usual information I would have found on the former EJRP website. I do not find the Town of Essex's website to be as user-friendly as the EJRP website.

I am wondering:

1. When and how were the decisions made leading to this result?
2. Why does the contact information at the bottom of the home page appear as follows:

Contact Us

1. Town of Essex

75 Maple Street
Essex Junction, VT 05452-3209
Phone: 802-878-1376
Business Hours: 7:30 a.m. to 4:00 p.m.
recreation@ejrp.org or recmail@essex.org

The Town of Essex has no property at this address. This is a property fully owned and operated by the Village of Essex Junction. Which leads me to my next question.

3. Is the Town paying any rent or other compensation to the Village for the use of the space at 75 Maple Street or for the other services that, as I understand it, they are sharing as a result of the co-location - Caitlyn's time, phone lines, internet, etc.?

I have concerns about the recommendation to share recreational and parks services with the Town post-separation. These two departments are not merged, and a recent past merger attempt was a very trying one for our community. I see this as a potential distraction, and a possible serious one. I do not see the merits of merging any unmerged departments before or after separation. I am in favor of considering maintaining currently shared services - police, assessors office, etc.

Thank you both for all that you do for EJ. Looking forward to hearing from you.

Gabrielle

Hi Claudine-

1. Attached is the current draft of the charter for the city of Essex Junction. Could you please review it and provide comments, suggestions, and examine for anything that is missing. The items highlighted in blue either have a legal question associated with it or is a section that the Trustees are still reviewing.
2. We have not yet addressed Subchapter 1: Transitional Provisions. Below are the transitional provisions that were in the merger charter last November. Could you please rewrite this section to the best of your ability based on what is currently in the draft charter? This will help us know what other conversations need to be had and things that need to be determined to set this section. Please reach out if you have questions/need clarification. One big piece that is missing that we are working on are the financial relationships with the Town of Essex as we transition and settle into a new city. We are engaging in those conversations and will need to add them to the Transitional Provisions sections.
3. On Tuesday, June 8, starting at 4:00p.m., we are going to be discussing the organizational structure of the city. One thing is clear so far – that the Trustees see value in sharing police services with the Town of Essex. They have expressed they don't want this done through an MOU. I interpret this to say they want a permanent (or as permanent/ironclad agreement as you can get), to secure shared police services. They want the city to have input in how policing is done, the budget, and who is hired as the chief. It is unclear if they will see value and/or have a desire to share in other departments/services. Could you prepare a written summary of the types legal methods that could be employed to secure police services (union municipal district, interlocal contract, MOU, other, etc.) and the kinds of agreement language that can be used to make this happen? Are there other examples of VT municipalities sharing services like this that we can learn from build off from? If they want to share other services with the Town of Essex, how could that happen?
4. Below are some questions that the Trustees have generated about the charter and becoming a city. Could you please respond.

If we could have responses to items #1, #2, and #4 above by Wednesday, June 16, that would be appreciated. We would like to discuss them at our June 22 meeting.

If we could have a response to #3 by Monday, June 7, that would be appreciated, so we can discuss on Tuesday, June 8. Additionally, if you could be available to be at our work session on Tuesday, June 8, starting at 4:15p.m., that would be appreciated. I'd like to give the board the opportunity to ask any questions related to sharing services and the information you provide in #3.

Commented [CS1]: An MOU is technically a contract. At least this is how they are interpreted in Vermont law. I think we would advise just doing this by contract/intermunicipal agreement, not necessarily "MOU". Even though MOUs are interpreted the same way legally. Generally speaking MOUs are deemed a little more aspirational and squishy. The guide for any contract will be 24 V.S.A 1938

As we discussed, you could have a very short term agreement and then work into the union municipal district if that was desired. You talked about wanting oversight into the police force with regards to management and that was a concern if an interlocal agreement simply was a contract for services. We would need to address any level of oversight in the contract or do a short agreement and work toward the union muni district.

To create a new union municipal district would involve approval by both municipalities and vote. 24 VSA §4863.

Title 24 : Municipal And County Government
Chapter 055 : Police

(Cite as: 24 V.S.A. § 1938)

§ 1938. Intermunicipal police services; purpose; agreements

(a) Cities, towns, incorporated villages, the University of Vermont, sheriffs, and State agencies may enter into agreements to provide for intermunicipal police services. Intermunicipal police services include general police services, emergency planning and assistance, task forces, and other specialized investigative units to provide police services within the boundaries of the participating municipalities and counties.

(b) The legislative body of each municipality may authorize the chief of police or other designee to provide police resources for intermunicipal police services. The participating municipalities, sheriffs, and State agencies shall enter into a written agreement, which shall provide for the scope of the mutual services, the powers, duties, and responsibilities of each participant, and the governing authority for officers called for duty under the terms of the agreement. The agreement shall also contain provisions relating to the use of equipment, supplies, and materials during the period of mutual service. Any employee covered by such an agreement shall remain an employee of the donor agency.

... [1]

Commented [CS2]: Jericho and Underhill share fire services with the UJFD. This has been done through a contractual agreement with the UJFD that has produced some concerns and problems.

Some others we are aware of are police services that are shared for Wilmington and Whitingham. Highgate and Swanton share the Swanton PD.

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Legal Questions relating to transition from Village to City

- 1) Do we need to have & spell out a special interim period between approval of the city charter by the Legislature and “commencement” of the new city, i.e. due to the time gap between legislative approval in spring and City annual meeting and elections the following spring, is it necessary to explain that the Trustees and staff will take necessary steps in the interim year to create a new budget, hire some staff, and have elections? *In other words:*
- Does the existing Board of Trustees automatically become the City Council?
 - That’s how it is so far in the draft.
 - Does the budget approved for the Village of Essex Junction automatically transfer to the new City?
 - You have it set up that there is a meeting to set the budget for the City in the first meeting after approval. Then you have a transitional year.
 - Finally, if these, and other, transitional provisions are required, do they need to be spelled out as introductory sections in the charter or can they be in a separate document?
 - They should be in the Charter but that section will essentially disappear after the transitional period because it is only valid for a certain period of time.

A possible timeline could be:

- November 2021 – vote on charter
 - January 2022 – legislature takes up bill for charter
 - May 2022 – Governor signs bill for charter
 - July 2022 – charter takes effect – however, the Village and Town will have already passed their FY22 budgets in March/April 2021, so those budgets will need to support things for this fiscal year.
 - March/April 2022. City and Town (now Town outside the Village only community) pass FY23 budgets
 - July 2022 – two distinct communities and budgets
- 2) As a new city do we become a new federal tax entity (new FEIN) or do we retain the incorporated Village’s tax liability/status?
- 3) How and where in the Charter should we express that the Village’s debts, contractual agreements (Employee Association, etc.), and other legal/contractual commitments will be transferred to the City? Do they need to be individually spelled out or can/should we use all-inclusive language?
- 4) How and where do we express that current Village ordinances, Land Development Code, Municipal Plan, and other legal/operational regulatory policies will be transferred to the new city?

Commented [CS3]: Wouldn’t the fiscal year go from July 1, 2022 -June 30, 2023

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Commented [CS4]: Does this matter that you are reviewing a budget for a City you don’t know is going to be a City? Are they passing a budget for a Village or a City?

Commented [CS5]: You are a different entity. Village dissolves and the new City starts so you will need a new FEIN. The IRS requires a new FEIN when there is a new charter.

Commented [CS6]: We have some blanket assignment language that takes care of this. However, we really want to take a belt and suspenders approach and get a list of as many of these obligations and contracts as we can so that we can assign whatever is possible to assign. I think it would just be safe and good housekeeping. I don’t think there is a need to do anything more specific in the charter itself.

Commented [CS7]: See Section 107 of the transitional provisions. The existing Ordinances, Code and Plan will automatically become adopted.

Memo to Essex Junction Board of Trustees/legal questions regarding Charter/5.24.21

- 5) All Village of Essex Junction land records, deeds, titles, etc., are presently kept in the Essex Town vault, which is under the jurisdiction of the Essex Town Clerk. Is this a legally acceptable and appropriate arrangement post separation?
- 6) If we negotiate an agreement to share the Essex Police Department with the Town, would it be appropriate to have such an agreement spelled out in the charter and, if so, where?
- 7) Does the Charter need to describe how we will approach real estate appraisal and tax assessment? There's no clear trend on this subject in other municipal charters. The current draft of the charter has a lot of detail on real estate appraisal. Can we say less?
- 8) Do we need to have anything about providing internet/broadband network in the charter if we want to provide that service in the future?

Below are the Transitional Provisions that were in the merged charter passed by the Trustees in 2020. *****See separately edited transitional provisions in a new document.

Commented [CS8]: The new City should have its own land records. Title searchers will simply have to search in both places for 40 years moving forward.

Commented [CS9]: I don't think so. Too much clutter. Separate documents in my mind. Charter should allow for interlocal agreements and this should be by contract.

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An MOU is technically a contract. At least this is how they are interpreted in Vermont law. I think we would advise just doing this by contract/intermunicipal agreement, not necessarily "MOU". Even though MOUs are interpreted the same way legally. Generally speaking MOUs are deemed a little more aspirational and squishy. The guide for any contract will be 24 V.S.A 1938

As we discussed, you could have a very short term agreement and then work into the union municipal district if that was desired. You talked about wanting oversight into the police force with regards to management and that was a concern if an interlocal agreement simply was a contract for services. We would need to address any level of oversight in the contract or do a short agreement and work toward the union muni district.

To create a new union municipal district would involve approval by both municipalities and vote. 24 VSA §4863.

Title 24 : Municipal And County Government

Chapter 055 : Police

(Cite as: 24 V.S.A. § 1938)

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(c) Agreements entered into under this section shall not be subject to the requirement of chapter 121 of this title.

(d) Cities, towns, incorporated villages, the University of Vermont, sheriffs, and State agencies may enter into agreements under this section with municipalities in the same or adjoining counties and with municipalities in adjoining states. (Added 1993, No. 42, § 1; amended 2003, No. 121 (Adj. Sess.), §§ 82, 83,

CITY OF ESSEX JUNCTION

Subchapter 2: Incorporation and Powers of The City

§ 201 Corporate Existence Retained

~~“Notwithstanding the provisions of any other municipal charter, t~~The inhabitants of the Village of Essex Junction, within the corporate limits as now ~~established~~, shall be a municipal corporation by the name of the City of Essex Junction.”

Commented [CS1]: Section 101 of the Town Charter says that territory within the town can't become a part of another municipal corporation except by annexation. So we want to add language that clearly says we are doing this despite that language.

Commented [CS2]: As depicted in a plat recorded at Map ____, Slide ____ in the City of Essex Land Records. (consider referencing a boundary map).

§202 General Powers, Law

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

§ 203 Specific Powers

(a) The City of Essex Junction shall have all the powers granted to Cities and municipal corporations by the Constitution and laws of this State together with all the implied powers necessary to carry into execution all the powers granted; and it may enact ordinances not inconsistent with the Constitution and laws of the State of Vermont or with this Charter.

(b) The City of Essex Junction may acquire real and personal property within or without its corporate limits for any municipal purpose, including storm water collection and disposal, waste water collection and disposal, solid waste collection and disposal, provision of public water supply, provision of public parks and recreation facilities, provision of municipal facilities for office, fire protection, and police protection, provision of public libraries, provision of public parking areas, provision of sidewalks, bicycle paths, and green strips, provision of public roadways, provision of public view zones and open spaces, and such other purposes as are addressed under the general laws of the State of Vermont. The City of Essex Junction may acquire such property in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation and may sell, lease, mortgage, hold, manage, and control such property as its interest may require.

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~~(b) The City may further acquire property within its corporate limits by condemnation where granted to Cities by the statutes of the State of Vermont.~~

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(c) The City of Essex Junction may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with other Vermont municipalities, the State of Vermont, any

one or more subdivisions or agencies of the State, or the United States, or any agency thereof.

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

~~(e)~~(d) The City of Essex Junction may establish and maintain an electric power system and regulate power line installations; provided, however, that the City shall have no authority under this Charter which conflicts with that authority granted to the Public Utilities Commission or any other state regulatory agency. The City of Essex Junction may also establish a telecommunications system and an enterprise to deliver internet or broadband services.

~~(f)~~(c) In this Charter, mention of a particular power shall not be construed to be exclusive or to restrict the scope of the powers ~~that which~~ the City of Essex Junction would have if the particular power were not mentioned.

§ 204 Reservation of Powers

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

§205 Form of Government

- (a) The municipal government provided by this Charter shall be known as council-manager form of government. Pursuant to its provisions and subject only to the limitations imposed by the State Constitution and by this Charter~~chapter~~, all powers of the City of Essex Junction shall be vested in an elective City Council, which shall enact ordinances, codes, and regulations, adopt budgets, determine policies, and appoint the City Manager, who shall enforce the laws and ordinances and administer the government of the City. All powers of the City shall be exercised in the manner prescribed by this Charter or prescribed by ordinance.

Subchapter 3: Governance Structure

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Commented [gt3]: From Raj: Thinking of the future, would it make sense to include something / do we need to - regarding the power to operate some sort of internet / broadband network for our community?

§ 301 Powers and Duties of Governing Body

- (a) The members of the City of Essex Junction City Council shall constitute the legislative body of the City of Essex Junction for all purposes required by statute, and except as otherwise herein specifically provided shall have all the powers and authority given to, and perform all duties required of City legislative bodies or Councils under the laws of the State of Vermont.
- (b) Within the limitations of the foregoing, the City of Essex Junction Council shall have the power to:
 - (1) Appoint and remove a City Manager and supervise, create, change, and abolish offices, commissions, or departments other than the offices, commissions, or departments established by this Charter.
 - (2) Appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this Charter.
 - (3) Provide for an independent audit by a certified public accountant.
 - (4) Inquire into the conduct of any officer, commission, or department and investigate any and all municipal affairs.
 - (5) Exercise every other power which is not specifically set forth herein, but which is granted to Councils or legislative bodies by the statutes of the state of Vermont.

§ 302 Governing Body Composition and Term of Office

- (a) There shall be a City Council consisting of five (or 7?) members. The transitional City Council shall become the City Council at the termination of the transition period.
- (b) All members shall reside within the boundaries of the City of Essex Junction to be elected by the qualified voters. [creation of Wards within the City??? 2 or more? If we do 2, there can be 2 councilors from each Ward and 1 at large member.]
- (c) The term of office of a City Councilor shall be three years and terms shall be staggered. For the first election cycle five people will be elected. One seat from each ward will be for and two year term and one seat from each ward shall be for three years, and one seat at large will be for two years. After that, every seat shall be a three-year term.
- (d) Within three years after the first election of the five-member Council, the Council shall appoint a special commission to study the composition of voting wards within the City of Essex Junction, and shall have regard to an equal division of population and other

Commented [EA4]: I would suggest 7 councilors. Montpelier and St. A. each have 6 and a weak mayor. Newpoprt has 4 alderman and weak mayor. I do not think that the City would need to be divided up into Wards. I would suggest three Wards with 2, 2 and 3 councilors, rather than have 1 at large. Following sections would need to be changed accordingly. Of the 9 cities in Vermont, only Burlington, South Burlington and Rutland would have a greater population than the City of Essex.

considerations deemed proper, recommend within one year, changes, if any, to the number and boundaries of wards by which members of the City Council are elected.

~~(a) There shall be a City Council consisting of five members elected at large.~~

~~(b) The term of office of a City councilor shall be three years and terms shall be staggered.~~

~~(c) Councilors shall represent the City.~~

Commented [CS5]: Or 2 wards and 2 from each ward and 1 at large? Make consistent with Section 1062 of the transitional provisions.

§ 303 Vacancy in office

In case of a vacancy of a Council seat, such vacancy shall be filled by the City Council until the next annual election pursuant to § 305(c) of this Charter.

§304 Election of Governing Body Officers

(a) The terms of the officers shall commence on the first day of the month following the month of election. At the first meeting of the month following the annual City meeting, the Council shall organize and elect a president, vice president, and clerk by a majority vote of the entire Council, and shall file a certificate of the election for record in the office of the City clerk.

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

(c) In the event of death, resignation, or incapacity of any Council member, the remaining members of the Council may appoint a person to fill that position until the next annual election. incapacity shall include the failure by any member of the board to attend at least 50 per cent of the meetings of the board in any calendar year. At the next annual election, the vacancy shall be filled and the person so elected shall serve for the remainder of the term of office. In the event the Council is unable to agree upon an interim replacement until the next annual City election, a special election shall be held forthwith to fill the position.

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Commented [CS6]: Does the Council declare incapacity? By a vote of the majority of the members? What constitutes incapacity? Is it more than just missing meetings?

(d) Elected Councilors who move from their ward prior to the expiration of their terms shall surrender their seats.

Commented [CS7]: Wards?

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§ 305 Compensation

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

CLAUDINE – CAN WE DO THIS THROUGH THE BUDGET PROCESS AND NOT AS A SEPARATE ARTICLE? AND, ARE THERE EXAMPLES OF OTHER COMMUNITIES BUILDING IN A MINIMUM ANNUAL INCREASE IN THE SALARY THAT WE COULD CONSIDER?

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

§ 306 Prohibitions and Conflicts of Interest

- (a) Holding Other Office. No Council member shall hold any City employment during the term for which they were elected to the Council. A Council member may be appointed to represent the City on other boards except as pursuant to 17 V.S.A. § 2647. No former Council member shall hold any compensated appointive municipal office or employment, except for poll worker, until one year after the expiration of the term for which they were elected to the legislative body.
- (b) Appointments and Removals. Neither the legislative body nor any of its members shall in any manner dictate the appointment or removal of any municipal administrative officers or employees whom the manager or any of the manager's subordinates are empowered to appoint. The legislative body may discuss with the Manager the appointment, performance, and removal of such officers and employees in executive session.
- (c) Interference with Administration. Except for the purpose of inquiries and investigations under § 301~~2~~ (b)(4), the legislative body or its members shall deal with the municipal officers and employees who are subject to the direction and supervision of the Manager solely through the Manager, and neither the legislative body nor its members shall give orders to any such officer or employee, either publicly or privately.

§ 307 Governing Body Meetings

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

§ 308 Special City Meetings

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

§ 309 Procedure

Commented [CS8]: Another consideration is to say:

Alternative is:

Council members' compensation shall begin at X and increase annually by (the CPI) (or by a flat % rate annually). This would allow you not to have to revisit this annually.

Some other municipalities are far higher for compensation:
South Burlington 5k presently and asking to increase.
Newport 8,250 (4 years ago)
Hartford 6,600 (4 years ago)

- (a) The Council shall determine its own rules and order of business.
- (b) The presence of three members shall constitute a quorum. Three affirmative votes shall be necessary to take binding Council action.
- (c) The Council shall in accordance with Vermont law keep minutes of its proceedings. This journal shall be a public record.
- (d) All meetings of the Council shall be open to the public unless, by an affirmative vote of the majority of the members present, the Council shall vote that any particular session shall be an executive session or deliberative session in accordance with Vermont law.

§ 310 Appointments

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

§ 311 Additional Governing Body Provisions

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

Subchapter 4 Other Elected Offices

§ 401 Brownell Library ~~T~~rustees

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

§ 402 Moderator

The voters at the City Annual Meeting shall elect a Moderator who shall preside at the next City Annual Meeting. The term of Moderator shall be one year. Only qualified voters of the City of Essex Junction shall be eligible to hold the office of Moderator.

Subchapter 5 City Meetings

§ 501 City of Essex Junction Meetings/Elections

~~(a) —~~ (a) The voters shall at each annual meeting vote to set the date of the next annual meeting, at which time the voters shall vote for the election of officers, the voting on the budgets, and any other business included in the warnings for the meetings, shall be held on City Meeting Day, as defined in 1 V.S.A. §371.

CLAUDINE WE WOULD LIKE TO HAVE FLEXIBILITY IN THIS TO NOT BE SET FOR TOWN MEETING DAY, AS THE SCHOOL DISTRICT ELECTIONS/BUDGET VOTE IS IN APRIL AND WE MAY WANT TO ALIGN WITH THEM. CAN WE CREATE LANGUAGE TO SUPPORT THIS BEING SET ANNUALLY?

~~(b)~~ (b) Provisions of the laws of the State of Vermont relating to the qualifications of electors, the manner of voting, the duties of elections officers, and all other particulars respective to preparation for, conducting, and management of elections, so far as they may be applicable, shall govern all municipal elections, and all general and special meetings, except as otherwise provided in this ~~Ce~~ charter.

~~(e)~~ (c) The election of officers and the voting on all questions shall be by Australian ballot system. The City Clerk and Board of Civil Authority shall conduct elections in accordance with general laws of the State.

Subchapter 6 Ordinances

§ 601 Adoption of Ordinances

Ordinances shall be adopted in accordance with state law pursuant to 24 V.S.A. §§1972–1976, with the additional requirements noted in this subchapter.

§ 602 Public Hearing

(a) The Council shall hold a minimum of two public hearings prior to the adoption of any ordinance.

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Commented [CS9]: In answer to the question below.....Your current charter allows you to set the next annual meeting date.

17 V.S.A §2631 allows for the charter to set the annual meeting date as you would like.

To the extent that you are doing things different from the state statute, however, this may possibly create difficulty in approval with the legislature. From a public policy perspective, this may create some confusion, but it was approved before and you can certainly try and keep this same model if it has worked. We have edited this to reflect the current model.

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

§ 603 Effective Date

Every ordinance shall become effective upon passage unless otherwise specified.

§ 604 Rescission of ordinances

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

§ 605 Petition for enactment of ordinance; special meeting

- (a) Voters of the City may at any time petition for the enactment of any proposed lawful ordinance by filing the petition, including the text of the ordinance, with the City Clerk. The Council shall call a special City meeting (or include the ordinance as annual meeting business) to be held within 60 days of the date of the filing, unless prior to the meeting the ordinance shall be enacted by the Council. The warning for the meeting shall state the proposed ordinance in full or in concise summary and shall provide for an Australian ballot vote as to its enactment. The ordinance shall take

Commented [CS10]: Keep in mind if you make a typographical changes and it is not substantive, then you will wind up with a long delay. One example could be the ordinance that will be considered with the crescent connector. That would institute a long delay in something you perhaps wanted to pass relatively quickly.

There is nothing wrong with making these extra requirements and they are fine if that is what you want.

effect on the 10th day after the conclusion of the meeting provided that voters, constituting a majority of those voting thereon, shall have voted in the affirmative.

- (b) The proposed ordinance shall be examined by the City Attorney before being submitted to the special City meeting. The City Attorney is authorized subject to the approval of the Council, to correct the ordinance so as to avoid repetitions, illegalities, and unconstitutional provisions and to ensure accuracy in its text and references and clearness and preciseness in its phraseology, but the City Attorney shall not materially change its meaning and effect.
- (c) The provisions of this section shall not apply to any appointments of officers, members of commissions, or boards made by the Council or to the appointment or designation of Council, or to rules governing the procedure of the Council.

Subchapter 7: City Manager

§701 Appointment/Hiring of Manager

The Council shall appoint a City Manager under and in accordance with Vermont Statutes Annotated, as amended from time to time hereafter. The Manager shall be appointed solely on the basis of the Manager's executive and administrative qualifications in accordance with the Vermont statutes.

§ 702 Powers of Manager

The Manager shall be the chief administrative officer of the City of Essex Junction. The Manager shall be responsible to the Council for the administration of all City of Essex Junction affairs placed in the Manager's charge by or under this ~~C~~charter. The Manager shall have the following powers and duties in addition to those powers and duties delegated to municipal managers under the Vermont statutes.

- (a) The Manager shall appoint and, when the Manager deems it necessary for the good of the service, suspend or remove all City of Essex Junction employees, including the Treasurer, and other employees provided for by or under this charter for cause, except as otherwise provided by law, this ~~C~~charter, or personnel rules adopted pursuant to this ~~C~~charter. The Manager may authorize any employee who is subject to the Manager's direction and supervision to exercise these powers with respect to subordinates in that employee's department, office, or agency. There shall be no discrimination in employment, in accordance with applicable state and federal laws, including but not limited to 21 V.S.A. §495. Appointments, lay-offs, suspensions, promotions, demotions, and removals shall be made primarily on the basis of training, experience, fitness, and performance of duties, in such manner as to ensure that the responsible administrative officer may secure efficient service.

- (b) The Manager shall direct and supervise the administration of all departments, offices, and agencies of the City of Essex Junction, except as otherwise provided by this ~~C~~harter or by law.
- (c) The Manager shall recommend hiring of City Attorney with Council approval, and shall hire special attorneys as needed.
- (d) The Manager or a staff member designated by the Manager shall attend all Council meetings and shall have the right to take part in discussion and make recommendations but may not vote. The Council may meet in executive session without the Manager for discussion of the Manager's performance or if the Manager is the subject of an investigation pursuant to § 30~~12~~(b)(4) of this charter.
- (e) The Manager shall see that all laws, provisions of this ~~C~~harter, and acts of the Council, subject to enforcement by the Manager or by officers subject to the Manager's direction and supervision, are faithfully executed.
- (f) The Manager shall prepare and submit the annual budget and capital program to the Council.
- (g) The Manager shall submit to the Council and make available to the public a complete report on the finances and administrative activities of the City of Essex Junction as of the end of each fiscal year.
- (h) The Manager shall make such other reports as the Council may require concerning the operations of City of Essex Junction departments, offices, and agencies subject to the Manager's direction and supervision.
- (i) The Manager shall keep the Council fully advised as to the financial condition and future needs of the City of Essex Junction and make such recommendations to the Council concerning the affairs of the City of Essex Junction as the Manager deems desirable.
- (j) The Manager shall be responsible for the enforcement of all City of Essex Junction ordinances and laws.
- (k) The Manager may when advisable or proper delegate to subordinate officers and employees of the City of Essex Junction any duties conferred upon the Manager by this ~~C~~harter, the Vermont statutes, or the Council members.
- (l) The Manager shall perform such other duties as are specified in this ~~C~~harter or in State law, or as may be required by the Council.

§ 703 Hearing/Removal Process

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

§ 704 Vacancy in Office of Manager

The Manager, by letter filed with the City Clerk, may appoint a staff member to perform the Manager's duties in the event of the Manager's absence due to disability, incapacitation, or vacation unless the Manager has previously appointed a staff member as assistant manager or deputy manager, who would automatically assume the Manager's responsibilities in the Manager's absence. If the Manager fails to make such designations, the Council, may by resolution appoint an officer or employee of the City to perform the duties of the Manager until the Manager is able to return to duty.

Subchapter 8: Boards and Commissions

§ 801 Board of Civil Authority

The Board of Civil Authority shall be defined by 17 VSA § 2103(5).

§ 802 Board of Abatement of Taxes

The ~~B~~board of ~~C~~eivil ~~A~~uthority shall constitute a ~~B~~board of ~~A~~batement as provided by law. The ~~B~~board of ~~A~~batement shall meet and discharge its duties as required by the applicable statutory provisions.

§ 803 Planning Commission

~~[gt NOTE: This section and the Development Review Board section below assume that we will convert the Village's present PC/DRB system to a DRB/PC system. I believe this should be a topic for Trustee discussion.]~~ There shall be a Planning Commission and its powers, obligations, and operation shall be under and in accordance with Vermont Statutes Annotated, as they may be amended from time to time hereafter, and members will be appointed by the City Council from among the qualified voters of the City. Members of the Commission shall hold no other City office. The City Council shall have the authority pursuant to 24 V.S.A. §4323(a) to set the terms of the Planning Commission members.

Commented [CS11]: [gt NOTE: This section and the Development Review Board section below assume that we will convert the Village's present PC/DRB system to a DRB/PC system. I believe this should be a topic for Trustee discussion.]

Commented [CS12]: You have set the term below for the DRB to be 3 years. Not sure if you also want to set the PC term or not, so we simply gave you authority to set it. Either way is ok.

§ 804 Development Review Board

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

§ 805 Brownell Library Trustees

~~There shall be a five member~~ Brownell Library Board of Library Trustees ~~that who shall be elected to five year terms using the Australian ballot system pursuant to § 501. Only qualified voters of the City of Essex Junction shall be eligible to hold the office of elected library trustee. The Trustees holding~~ office at the time of enactment of ~~this~~ Charter shall serve until their terms are completed. Any existing policies of the Library Trustees at the time of the enactment of this Charter shall become the policies of the new Brownell Library Board of Trustees. The Library Trustees shall have the authority to establish any new policy for the operation of the Library, or repeal or replace any existing policy and shall otherwise act in conformance with the Vermont statutes. The five permanent, self-perpetuating Library Trustees shall function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925. Notwithstanding the forgoing, (The Library is shall be required to follow all financial and personnel policies adopted by the City Council.

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Commented [CS13]: The library statute, 22 V.S.A. §143 grants broad authority to the Library Board. This sentence takes some authority away.

Subchapter 9: Administrative Departments

Part I

§ 901 Personnel Administration and Benefits

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

Part II

§ 902 Department of Real Estate Assessor/appraisal

~~[gtNOTE: There's wide variation among city charters on the entire appraisal process and function. Some spell it out, others don't seem to mention it.]~~

~~There shall be either established a department of a real estate appraisal Assessor who is a certified real estate appraiser or an independent appraisal firm, headed by a professionally qualified/certified real estate assessor/appraiser, who shall be appointed by the Manager that shall carry out the duties of assessor in the same manner and be subject to all of the same liabilities prescribed for listers under the law of the State of Vermont in assessing property within the City of Essex Junction and which shall establish the grand list thereof and shall return such list to the City Clerk within the time required by state statute.~~

§ 903 Appraisal of Property

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

§ 904 Appraisal of Business Personal Property for Tax Purposes

Commented [gt14]: From Andrew: Do we even need to say we will have a department for this? What if we wanted to contract this out – would we then need to change the charter? In reviewing other City charters, Montpelier as an example, does not have such a department listed within their charter yet they do have such a department within their City.

George: We'll need to investigate and perhaps consult with an attorney. The present Village charter contains some of this but it doesn't establish a department.

Commented [CS15]: [gtNOTE: There's wide variation among city charters on the entire appraisal process and function. Some spell it out, others don't seem to mention it.]

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

§ 905 Duties of Department

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

§ 906 Purpose

The purpose of the department of real estate appraisal is to provide for appointment of a qualified real estate ~~appraiser~~ of appointing an Assessor is in lieu of rather than the election of listers. The City shall be governed by, and each taxpayer shall have rights granted by, the applicable state statutes concerning real and personal property taxation, appeal therefrom, and other statutes concerning taxation.

Subchapter 10 Budget Process

§ 1001 Fiscal year

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

§ 1002 Annual Municipal Budget

With support from the finance department, the Manager shall submit to the Council a budget for review before annual City Meeting or at such previous time as may be directed by the Council. The budget shall contain:

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

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- (d) A capital budget for no fewer than the next five fiscal years, showing anticipated capital expenditures, financing, and tax requirements.
- (e) Such other information as may be required by the Council.

§ 1003 Governing Body's Action on the Budget

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

§ 1004 Meeting Warning and Budget

- (a) The Council shall hold at least one public hearing at least 30 days prior to the annual meeting to present and explain its proposed budget and shall give a public notice of such hearing.
- (b) The Manager shall not less than 15 days prior to the annual meeting make available the Council's recommended budget and the final warning of the pending annual meeting.
- (c) The annual City report shall be made available to the legal voters of the City not later than 10 days prior to the annual meeting.

§ 1005 Appropriation and Transfers

- (a) An annual budget shall be adopted at City Meeting by the vote of a majority of eligible voters by Australian ballot in accordance with section § 501. If, after the total budget has been appropriated, the Council finds additional appropriations necessary, the appropriations shall be made and reported at the next City Meeting as a specific item. The appropriations shall only be made in special circumstances or situations of an emergency nature. No specific explanation need be given for any normal annual operating expense in any office, department, or agency which may be increased over the budget amount by an amount not more than 10 percent of the office's, department's, or agency's budget.
- (b) From the effective date of the budget, the amounts stated therein, as approved by the voters, become appropriated to the several agencies and purposes therein named.
- (c) The Manager may at any time transfer an unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department, or agency. At the request of the Manager, the Council may, by resolution,

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Commented [CS16]: Keep in mind this is dissimilar to the general state statute where the warning has to be 30 days in advance. 17 VSA §2521 requires a warning 30 days in advance. I just want to make sure we have a reason we are deviating from the general statute here.

transfer any unencumbered appropriation balance or portion thereof within the Council budget from one department, office, or agency to another.

Notwithstanding the above, no unexpended balance in any appropriation not included in the Council budget shall be transferred or used for any other purpose.

§ 1006 Amount to be Raised by Taxation

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

Subchapter 11: Taxation

§ 1101 Taxes on Real Property

Taxes on real property shall be paid in equal installments on March 15 and September 15. The Council shall send notice to taxpayers no less than 30 days prior to when taxes are due.

§ 1102 Penalty

- (a) An additional charge of eight percent shall be added to any tax not paid on or before the dates specified in section § 1101 of this ~~C~~harter, and interest as authorized by Vermont statutes.

§ 1103 Assessment and Taxation Agreement

Notwithstanding section § ~~1006 or any other provision~~⁹⁰³ of this ~~C~~harter and the requirements of the general laws of the State of Vermont, the Council is hereby authorized and empowered to negotiate and execute assessment and taxation agreements between the City and a taxpayer or taxpayers within the City of Essex Junction consistent with applicable requirements of the Vermont Constitution.

Subchapter 12: Capital Improvements

§ 1201 Capital Programs

- (a) The Manager shall prepare and submit to the Council a capital program at least three months prior to the final date for submission of the budget.
- (b) Contents. The capital program shall include:

1. A clear general summary of its contents;
2. A list of all capital improvements which are proposed to be undertaken during no fewer than the next five fiscal years, with appropriate supporting information as to the necessity for such improvements;
3. Cost estimates, method of financing, and recommended time schedules for each such improvement; and
4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

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

Subchapter 13: Amendment of Charter and Initiatives

§ 1301 Laws Governing

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

Subchapter 14: General

§ 1401 Savings Clause

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

§ 1402 ~~Sev~~eparability of Provisions

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

Below are the Transitional Provisions that were in the merged charter passed by the Trustees in 2020.

Subchapter 1: Transitional Provisions

§ 101 Assignment and Assumption of ~~V~~village assets and liabilities

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

Commented [CS1]: Hmm.... Can we do it this way? I have great reservations. I think its got to be considered that this would be like a corporation dissolving and it would need to deed its property over to the new entity. I would think contracts need to be assigned; deeds need to be transferred between entities; liabilities need to be assumed. Thoughts?

Commented [CS2]: Have to look into this.

§ 102 Transition Period

The transition period shall begin not later than July 1, following the approval of the ~~C~~charter by the Legislature, and end ~~no later than~~ June 30 the year after approval of the ~~C~~charter. At the end of the transition period, the ~~C~~charter will become effective and the ~~new Town City~~ of Essex Junction shall be fully established and organized. Nothing in this section shall affect or limit other provisions in this subchapter or in other subchapters, which serve a transitional purpose and which by their own provisions continue beyond the transitional period. In such cases, transitional provisions intended to extend beyond the transitional period shall be governed by specific sunset terms.

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Commented [CS3]: I think we are going to have to get this transition done a little bit sooner than this. I don't think we can take an entire year.

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Commented [CS4]: Won't the new City be established immediately? The new Charter will establish the City and I think it will be effective immediately.

§ 103 Organizational Municipal Meeting

The first annual ~~Town City~~ Meeting shall occur on Town Meeting Day following approval of the ~~C~~charter. This shall be a ~~unified meeting of the new municipality City of Essex Junction~~ and shall be noticed and warned to all residents of the ~~Town City~~ of Essex Junction and unincorporated Village of Essex Junction. This meeting shall be for the purpose of presenting and discussing the budget only. Other ~~(new Town) City~~ business may also be presented and discussed but not voted on. After presentation and discussion of the budget and any other business the meeting shall adjourn. Voting on the budget shall be by Australian ballot and shall occur on Town Meeting Day.

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Commented [CS5]: Why is the annual meeting for the City of EJ being warned to the residents of the Town?

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Commented [CS6]: So you will have the discussion on the same day as Ausi Ballot voting?

§ 104 Transitional Districts

Transitional district rates, if any, may ~~shall~~ be set by the ~~new Town Selectboard~~ City Council.

1. ~~(a) For a transitional period commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Debt Assessment District for the purpose of retiring the Village's residual bonded debt in existence before the transitional period. This residual debt is scheduled to retire in FY 2035.~~
2. ~~(b) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Tax Reconciliation District for the purpose of transferring the cost of the Village's municipal operations into the Town's operational budget.~~
3. ~~(c) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Sidewalk District for the purpose of levying a special tax on properties within the Village for the purpose of maintaining the Village's sidewalks, including snow removal and routine maintenance, but not capital repairs, in accordance with its previous sidewalk maintenance procedures prior to the merger.~~
4. ~~(d) For a transitional period of 12 years commencing from the July 1 effective date of the charter, the unincorporated Village of Essex Junction (formerly the incorporated Village of Essex Junction) shall be designated as a Capital Improvement District for the purpose of levying a special tax on properties within the Village for the purpose of paying for Village capital infrastructure projects on the Village's Capital Reserve Plan prior to the merger. The Capital Improvement District is not required to complete all projects in the plan prior to the end of the transitional period and the Selectboard shall designate in their proposed budgets which projects are to be completed in each new fiscal year of the transitional period.~~
5. ~~(e) For a transitional period of 12 years commencing from the July 1 effective date of the Charter, the former Village Center Zone, as designated in the Essex Junction zoning plan Land Development Code, shall be designated as a Downtown Improvement District City Center for the purpose of continuing the former Village's downtown revitalization efforts as outlined in the Village's municipal Comprehensive Plan, and shall retain any and all state designations for the purposes of redevelopment in force at the time of adoption of the Charter or until such designations are withdrawn or amended as per routine statutory process.~~

Commented [CS7]: Do we even need to worry about this since we are assuming all Village debt?

Commented [CS8]: I think a city center is a special designation with the state. Check

§ 105 ~~Interim~~ Governing Body

1. ~~(a) For the transition period described in paragraph § 102 following the approval of the charter by the Legislature, all members of the former Town Selectboard and Village Board of Trustees shall comprise an Interim Governing Body the City Council. In no event shall the Interim Governing Body consist of fewer than three former trustees and three former~~

~~selectpersons.~~ In the event of a resignation, the remaining members of the board on which the resignation occurred shall appoint a replacement. [NEW MEMBERS?] The City Council shall ~~chosen from the registered voters in the communities over which they have jurisdiction.~~ The Interim Governing Body shall ~~schedule,~~ warn, and hold meetings as appropriate. The former ~~selectpersons~~ shall address details and issues relating to expenditures in the Essex Town budget approved by voters for the fiscal year of the transitional period. The former trustees shall address details and issues relating to expenditures in the Essex Junction budget approved by voters for the fiscal year of the transitional period. The ~~selectpersons and trustees~~ Council Members shall address all details and issues relating to the transition from ~~a town and the Village of Essex Junction~~ to the new Town City of Essex Junction jointly. The Interim Governing Body with the assistance of the Unified Manager shall develop recommendations for whatever proposals or policies are needed to ensure a smooth transition. The new Town of Essex Selectboard may implement such proposals at the end of the transitional period.

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2. ~~(b) The Council shall review, consider and adopt all regulations, ordinances and plans from former Village of Essex Junction as its own. During the transition period the Interim Governing Body will also, with the assistance of the Manager and staff, integrate the ordinances of the former Town of Essex with the ordinances of the former Village of Essex Junction, pursuant to § 110 below, by identifying conflicting ordinances and determining in each case whether the more or less restrictive ordinance will apply or a combination thereof.~~
3. ~~(e) In the event of~~ At no time shall a vacancy ~~that results in fewer than three members of the former Town City of Essex Junction City Council and should such circumstances arise, then the Selectboard or fewer than three members of the former Village Trustees, all remaining members shall vote to appoint an interim member for the remainder of the former Councilor's term. from the district with a vacancy in a manner pursuant to § 304.~~
4. ~~(d) The Interim Governing Body will also, City Council, with the assistance of the Unifiedthe City Manager and staff, propose and warn in the manner pursuant to this Charter, the first annual budget of the new Town City of Essex Junction for consideration by the voters at the first annual meeting held pursuant to § 103. This meeting shall be informational only. Voting for the budget shall occur on Town Meeting Day pursuant to § 103.~~

§ 1066 Town Selectboard

1. ~~(a) There shall be a Town Selectboard consisting of seven members.~~
2. ~~(b) Three members shall reside within the boundaries of the former incorporated Village of Essex Junction to be elected by the qualified voters within the boundaries of the former incorporated Village of Essex Junction. This area will become known as Ward 2. Boundary adjustments will be made over time as necessary pursuant to § 301. Three members shall reside within the boundaries of the Town of Essex exclusive of the former Village of Essex Junction to be elected by the qualified voters of the Town of Essex exclusive of the former Village of Essex Junction. This area will become known as Ward 1. Boundary adjustments will be made over time~~

Commented [EA9]: I think there would need to be a transitional provision regarding the election of the new Council after the transition council ends.

Commented [EA10]: Why is this in the transitional section?

Commented [EA11]: I would suggest 7 councilors. Montpelier and St. A. each have 6 and a weak mayor. Newport has 4 alderman and weak mayor. I do not think that the City would need to be divided up into Wards. I would suggest three Wards with 2, 2 and 3 councilors, rather than have 1 at large. Following sections would need to be changed accordingly. Of the 9 cities in Vermont, only Burlington, South Burlington and Rutland would have a greater population than the City of Essex.

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as necessary pursuant to § 301. One member shall reside in either Ward 1 or Ward 2 to be elected by the combined votes of the qualified voters in Ward 1 and Ward 2.

3. (c) The term of office of a Town Selectperson shall be three years and terms shall be staggered. For the first election cycle seven people will be elected. One seat for each ward will be for three years; one seat for each ward will be for two years; one seat for each ward will be for one year. After that, every seat shall be a three-year term. The remaining seat will be at large from either ward and the term shall be three years.

4. (d) Within three years after the first election of the seven member Selectboard, the Selectboard shall appoint a special commission to study the composition of voting wards within the Town of Essex, including the former incorporated Village of Essex Junction, and, having regard to an equal division of population and other considerations deemed proper, recommend within one year, changes, if any, to the number and boundaries of wards by which members of the Selectboard are elected.

§ 107 Budget and Municipality Administration

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

§ 107 Separation of City and Village and Town Department Transitional Provisions

1. (a) For a transitional period of five years, commencing from the July 1 effective date of the Ceharter, the Manager, with the advice and consent of the new Town of Esex Selectboard City Council, shall ensure the integrate separation of all departments, including the Manager's office, Finance department, Human Resources department, the Fire departments, Community Development and Planning departments, Parks and Recreation departments, and any and all other former town and village municipal services and operations, with special provisions and considerations outlined below.

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

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

Commented [CS12]: This is still open for the Trustees consideration.

Commented [CS13]: For merger they allowed 5 years. I am not sure we have this kind of time. I feel like once we are separated, then we need to be separated.

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

§ 10~~89~~ Planning and Development

1. (a) On the effective date of this Charter, the former ~~Town plan and~~ Village plan, ~~and the former Town zoning bylaws and subdivision regulations, and the former Village's zoning bylaws and Land Development Code, and any Village Ordinances~~ shall remain in effect ~~in their respective former geographic areas until amended or revised by the new Town Selectboard~~ City Council upon recommendation by the merged Planning Commission and in conjunction with the Chittenden County Regional Planning Commission and pursuant to 24 VSA 4350(a).

2. (b) ~~Prior to the effective date of the charter, the Town Selectboard shall appoint three members and the Village Trustees shall appoint three members to serve on the new Town planning commission. The duration of the first terms shall be staggered to establish ongoing, staggered appointment schedules. Once it has organized, the new Town Selectboard shall choose a seventh member for a term.~~

3. ~~(c) Prior to~~ From the effective date of the Charter, the Village of Essex Junction Town Selectboard shall appoint three members and the Village Trustees shall appoint three members to serve on the new Town Planning Commission and the Village of Essex Junction Zoning Board of Adjustment, which shall become the Development Review Board of the City of Essex Junction. The duration of the first All current Commission and Board members, with the exception of the City Council, which is addressed in Sections 105(1) and 302 of this Charter, shall serve out the remainders of their terms and new positions shall be filled upon the existing schedules and as they become available. terms shall be staggered to establish ongoing, staggered three-year appointment schedules. Once it has organized, the new Town Selectboard shall choose a seventh member for a three-year term.

Commented [CS14]: You have a ZBA. Do you want a DRB?

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§ 10~~94~~ Unification and Adoption of Ordinances, Bylaws, and Rules

On the effective date of this Charter, all ordinances, and bylaws of the ~~Town of Essex and the Village of Essex Junction~~ shall become ordinances and bylaws of the new Town of City of Essex Junction. The Interim Governing Body City Council shall ~~integrate the ordinances of the former Town of Essex with the ordinances of the former Village of Essex Junction pursuant to § 105(b) of this charter. The new Town of Essex Selectboard shall~~ be fully authorized to amend or repeal any ordinance according to the provisions of subchapter 6 of the charter. Whenever a power is granted by any such ordinance or bylaw to an officer or officers of the ~~Town of Essex or the Village of Essex Junction~~, such power is conferred upon the appropriate officer or officers of the new Town-City of Essex Junction.

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§ 11~~04~~ Personnel

1. (a) On the effective date of this Charter, all employees of the Village of Essex Junction shall become employees of Pursuant to § 105, the Interim Governing Body shall develop a pay and classification plan and make recommendations to meet the Town's needs. The new Town of Essex Selectboard may implement such proposals at the end of the transitional period. The City of Essex Junction and any and all employment contracts of the Village shall be assumed by the City unless otherwise terminated, re-executed or renegotiated. Any and all personnel policies and regulations adopted by the Village shall become policies and regulations of the City of Essex Junction until further repealed, amended or restated.
2. (b) ~~The Town of Essex personnel regulations in effect at the time of approval of the charter shall carry over and control until amended by the new Town of Essex Selectboard.~~
3. (c) ~~Employees of the Town of Essex and the Village of Essex Junction shall become employees of the new Town of Essex.~~ The dates of hire with the Town of Essex and the Village of Essex Junction will be used as the dates of hire for purposes related to benefits with the new Town-City of Essex Junction and all accrued benefits shall carry over.

§ 111~~4~~ Water and Sewer Districts

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

§ 112~~3~~ Finances

1. (a) ~~The existing real property tax system of the Town shall become the system of the new Town of Essex. Upon the effective date of this~~ Charter, the City of Essex Junction shall adopt any and all portions of the Town of Essex Grand List for properties located within the borders of the City. Any and all property tax payments due to the Town of Essex and the Village of Essex Junction shall be payable to the City of Essex Junction after the effective date. Any past due grand lists will remain in effect and any remaining taxes owed due to the Village of Essex Junction and Town of Essex will shall be payable to the new respective municipality Town of Essex keeping all existing due dates. The new Town of Essex will manage the existing budget of the Village and Town with oversight by the Interim Governing Body.
2. (b) ~~All tax and indebtedness incurred by the Village tax payers at the time of merger are to remain with these properties until final payment of said obligations are made in full.~~

~~3. (e) All existing legal obligations~~contractual agreements, including but not limited to tax stabilization agreements and any agreements ~~to purchase~~related to the conveyance of real property, ~~are to be considered obligations of the new governmental entity within the City of Essex Junction shall be transferred to the City of Essex Junction.~~

~~§ 113~~4 Terms Extended

~~The Selectboard and Trustee terms set to expire in the year of approval of the charter shall be extended without further action necessary, until June 30, 2022. All other elected officials holding office at the time of Legislative approval of the charter shall remain in their seats until new elections occur or until they step down from office.~~

~~§ 115 Transitional Tax Districts and Transitional Tax Provisions Transitional tax districts shall be established pursuant to § 104.~~

~~§ 116~~Repeals

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

From: [Travis Sabataso](#)
To: [Brad Luck](#)
Subject: Charter Question
Date: Tuesday, June 8, 2021 11:00:54 AM
Attachments: [image001.png](#)

Hi Brad,

I had a question on section 702(b) of the City Charter. It reads: “(b) The Manager shall direct and supervise the administration of all departments, offices, and agencies of the City of Essex Junction, except as otherwise provided by this charter or by law.” I would interpret this as reading that the Manager must directly supervise each Village department head which would seem to conflict with your recommendation for an Assistant Manager/HR Director who supervise several department heads. There are other sections such as 702(a) that allow the manager to delegate authority, but that isn’t mentioned in this section. I might just be missing something here but wanted to point this out just in case.

Thanks,

Travis Sabataso

HR Director

Town of Essex/Village of Essex Junction

81 Main Street

Essex Junction, VT 05452

802-857-0113 (Phone)

802-857-0095 (fax)



Sent from the copier

CITY OF ESSEX JUNCTION

Subchapter 2: Incorporation and Powers of The City

§ 201 Corporate Existence

“The inhabitants of the Village of Essex Junction, within the corporate limits as now established, shall be a municipal corporation by the name of the City of Essex Junction.”

§202 General Powers, Law

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

§ 203 Specific Powers

- (a) The City of Essex Junction shall have all the powers granted to Cities and municipal corporations by the Constitution and laws of this State together with all the implied powers necessary to carry into execution all the powers granted; and it may enact ordinances not inconsistent with the Constitution and laws of the State of Vermont or with this charter.
- (b) The City of Essex Junction may acquire real and personal property within or without its corporate limits for any municipal purpose, including storm water collection and disposal, waste water collection and disposal, solid waste collection and disposal, provision of public water supply, provision of public parks and recreation facilities, provision of municipal facilities for office, fire protection, and police protection, provision of public libraries, provision of public parking areas, provision of sidewalks, bicycle paths, and green strips, provision of public roadways, provision of public view zones and open spaces, and such other purposes as are addressed under the general laws of the State of Vermont. The City of Essex Junction may acquire such property in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation and may sell, lease, mortgage, hold, manage, and control such property as its interest may require.
- (c) The City of Essex Junction may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with other Vermont municipalities, the State of Vermont, any one or more subdivisions or agencies of the State, or the United States, or any agency thereof.

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

(e) The City of Essex Junction may establish and maintain an electric power system and regulate power line installations; provided, however, that the City shall have no authority under this charter which conflicts with that authority granted to the Public Utilities Commission or any other state regulatory agency.

(f) In this charter, mention of a particular power shall not be construed to be exclusive or to restrict the scope of the powers which the City of Essex Junction would have if the particular power were not mentioned.

§ 204 Reservation of Powers

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

§205 Form of Government

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

Subchapter 3: Governance Structure

§ 301 Powers and Duties of Governing Body

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

all duties required of City legislative bodies or Councils under the laws of the State of Vermont.

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

§ 302 Governing Body Composition and Term of Office


- (a) There shall be a City Council consisting of five members elected at-large.
- (b) The term of office of a City councilor shall be three years and terms shall be staggered.
- (c) Councilors shall represent the City.

§ 303 Vacancy in office

In case of a vacancy of a Council seat, such vacancy shall be filled by the City Council until the next annual election pursuant to § 305(c) of this charter.

§304 Election of Governing Body Officers

- (a) The terms of the officers shall commence on the first day of the month following the month of election. At the first meeting of the month following the annual City meeting, the Council shall organize and elect a president, vice president, and clerk by a majority vote of the entire Council, and shall file a certificate of the election for record in the office of the City clerk.

 Number: 1 Author: tsabataso Subject: Highlight Date: 6/7/2021 11:13:44 AM
Does this include personnel invesitgations? I would think those would be handled by the Manager and HR Director


- (b) The chairperson of the Council or in the chairperson's absence, the vice chairperson, shall preside at all meetings of the Council and shall be recognized as the head of the City government for all ceremonial purposes.
- (c) In the event of death, resignation, or incapacity of any Council member, the remaining members of the Council may appoint a person to fill that position until the next annual election. Incapacity shall include the failure by any member of the board to attend at least 50 per cent of the meetings of the board in any calendar year. At the next annual election, the vacancy shall be filled and the person so elected shall serve for the remainder of the term of office. In the event the Council is unable to agree upon an interim replacement until the next annual City election, a special election shall be held forthwith to fill the position.
- (d) Elected Councilors who move out of the City prior to the expiration of their terms shall surrender their seats.

§ 305 Compensation

- (a) Compensation paid to the Council members shall be set by the voters at the annual meeting, with a minimum of \$1500.00 a year each. Council members' compensation must be set forth as a separate item in the annual budget presented to the meeting.
- (b) The Council shall fix the compensation of all officers and employees, except as otherwise provided in this charter.

§ 306 Prohibitions and Conflicts of Interest

- (a) Holding Other Office. No Council member shall hold any City employment during the term for which they were elected to the Council. A Council member may be appointed to represent the City on other boards except as pursuant to 17 V.S.A. § 2647. No former Council member shall hold any compensated appointive municipal office or employment, except for poll worker, until one year after the expiration of the term for which they were elected to the legislative body.
- (b) Appointments and Removals. Neither the legislative body nor any of its members shall in any manner dictate the appointment or removal of any municipal administrative officers or employees whom the manager or any of the manager's subordinates are empowered to appoint. The legislative body may discuss with the Manager the appointment, performance, and removal of such officers and employees in executive session.
- (c) Interference with Administration. Except for the purpose of inquiries and investigations under § 302 (b)(4), the legislative body or its members shall deal with

 Number: 1 Author: tsabataso Subject: Highlight Date: 6/7/2021 11:19:35 AM

for what its worth i have had several instances of board members wishing to decline this stipend, charter language like this prevents us from doing that. We have to pay it by charter, just wondering if they want to allow that flexibility

the municipal officers and employees who are subject to the direction and supervision of the Manager solely through the Manager, and neither the legislative body nor its members shall give orders to any such officer or employee, either publicly or privately.

§ 307 Governing Body Meetings

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

§ 308 Special City Meetings

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

§ 309 Procedure

- (a) The Council shall determine its own rules and order of business.
- (b) The presence of three members shall constitute a quorum. Three affirmative votes shall be necessary to take binding Council action.
- (c) The Council shall in accordance with Vermont law keep minutes of its proceedings. This journal shall be a public record.
- (d) All meetings of the Council shall be open to the public unless, by an affirmative vote of the majority of the members present, the Council shall vote that any particular session shall be an executive session or deliberative session in accordance with Vermont law.

§ 310 Appointments

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

§ 311 Additional Governing Body Provisions

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

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

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

Subchapter 4 Other Elected Offices

§ 401 Brownell Library trustees

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

§ 402 Moderator

The voters at the City Annual Meeting shall elect a Moderator who shall preside at the next City Annual Meeting. The term of Moderator shall be one year. Only qualified voters of the City of Essex Junction shall be eligible to hold the office of Moderator.


Subchapter 5 City Meetings

§ 501 City of Essex Junction Meetings/Elections

- (a)** Annual meetings for the election of officers, the voting on the budgets, and any other business included in the warnings for the meetings, shall be held on City Meeting Day, as defined in 1 VSA §371.
- (b) Provisions of the laws of the State of Vermont relating to the qualifications of electors, the manner of voting, the duties of elections officers, and all other particulars respective to preparation for, conducting, and management of elections, so far as they may be applicable, shall govern all municipal elections, and all general and special meetings, except as otherwise provided in this charter.
- (c) The election of officers and the voting on all questions shall be by Australian ballot system. The City Clerk and Board of Civil Authority shall conduct elections in accordance with general laws of the State.

Subchapter 6 Ordinances

§ 601 Adoption of Ordinances

 Number: 1 Author: tsabataso Subject: Highlight Date: 6/7/2021 11:25:41 AM

Not sure i like this wording, yes the Trustees set our pay scales and ratify our contracts, but they do not sign off on every employee salary within these parameters.

- (a) Voters of the City may at any time petition for the enactment of any proposed lawful ordinance by filing the petition, including the text of the ordinance, with the City Clerk. The Council shall call a special City meeting (or include the ordinance as annual meeting business) to be held within 60 days of the date of the filing, unless prior to the meeting the ordinance shall be enacted by the Council. The warning for the meeting shall state the proposed ordinance in full or in concise summary and shall provide for an Australian ballot vote as to its enactment. The ordinance shall take effect on the 10th day after the conclusion of the meeting provided that voters, constituting a majority of those voting thereon, shall have voted in the affirmative.
- (b) The proposed ordinance shall be examined by the City Attorney before being submitted to the special City meeting. The City Attorney is authorized subject to the approval of the Council, to correct the ordinance so as to avoid repetitions, illegalities, and unconstitutional provisions and to ensure accuracy in its text and references and clearness and preciseness in its phraseology, but the City Attorney shall not materially change its meaning and effect.
- (c) The provisions of this section shall not apply to any appointments of officers, members of commissions, or boards made by the Council or to the appointment or designation of Council, or to rules governing the procedure of the Council.

Subchapter 7: City Manager


§701 Appointment/Hiring of Manager

The Council shall appoint a City Manager under and in accordance with Vermont Statutes Annotated, as amended from time to time hereafter. The Manager shall be appointed solely on the basis of the Manager's executive and administrative qualifications in accordance with the Vermont statutes.

§ 702 Powers of Manager


The Manager shall be the chief administrative officer of the City of Essex Junction. The Manager shall be responsible to the Council for the administration of all City of Essex Junction affairs placed in the Manager's charge by or under this charter. The Manager shall have the following powers and duties in addition to those powers and duties delegated to municipal managers under the Vermont statutes.

- (a) The Manager shall appoint and, when the Manager deems it necessary for the good of the service, suspend or remove all City of Essex Junction employees, including the Treasurer, and other employees provided for by or under this charter for cause, except as otherwise provided by law, this charter, or **Personnel rules** adopted pursuant to this

 Number: 1 Author: tsabataso Subject: Highlight Date: 6/7/2021 11:29:45 AM
Might want to reference the CBA here as well, not just the personnel regs

charter. The Manager may authorize any employee who is subject to the Manager's direction and supervision to exercise these powers with respect to subordinates in that employee's department, office, or agency. There shall be no discrimination in employment, in accordance with applicable state and federal laws, including but not limited to 21 V.S.A. §495. Appointments, lay-offs, suspensions, promotions, demotions, and removals shall be made primarily on the basis of training, experience, fitness, and performance of duties, in such manner as to ensure that the responsible administrative officer may secure efficient service.

- (b) The Manager shall direct and supervise the administration of all departments, offices, and agencies of the City of Essex Junction, except as otherwise provided by this charter or by law.
- (c) The Manager shall recommend hiring of City Attorney with Council approval, and shall hire special attorneys as needed.
- (d) The Manager or a staff member designated by the Manager shall attend all Council meetings and shall have the right to take part in discussion and make recommendations but may not vote. The Council may meet in executive session without the Manager for discussion of the Manager's performance or if the Manager is the subject of an investigation pursuant to § 302(b)(4) of this charter.
- (e) The Manager shall see that all laws, provisions of this charter, and acts of the Council, subject to enforcement by the Manager or by officers subject to the Manager's direction and supervision, are faithfully executed.
- (f) The Manager shall prepare and submit the annual budget and capital program to the Council.
- (g) The Manager shall submit to the Council and make available to the public a complete report on the finances and administrative activities of the City of Essex Junction as of the end of each fiscal year.
- (h) The Manager shall make such other reports as the Council may require concerning the operations of City of Essex Junction departments, offices, and agencies subject to the Manager's direction and supervision.
- (i) The Manager shall keep the Council fully advised as to the financial condition and future needs of the City of Essex Junction and make such recommendations to the Council concerning the affairs of the City of Essex Junction as the Manager deems desirable.

 Number: 1 Author: tsabataso Subject: Highlight Date: 6/7/2021 11:32:22 AM

Wouldnt this language prevent anyone other than the manager from supervising directly any Village department heads? I dont see anywhere in the charter that indicates otherwise.


- (j) The Manager shall be responsible for the enforcement of all City of Essex Junction ordinances and laws.
- (k) The Manager may when advisable or proper delegate to subordinate officers and employees of the City of Essex Junction any duties conferred upon the Manager by this charter, the Vermont statutes, or the Council members.
- (l) The Manager shall perform such other duties as are specified in this charter or in State law, or as may be required by the Council.

§ 703 Hearing/Removal Process

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

§ 704 Vacancy in Office of Manager

The Manager, by letter filed with the City Clerk, may appoint a staff member to perform the Manager's duties in the event of the Manager's absence due to disability, incapacitation, or vacation unless the Manager has previously appointed a staff member as assistant manager or deputy manager, who would automatically assume the Manager's responsibilities in the Manager's absence. If the Manager fails to make such designations,

 Number: 1 Author: tsabataso Subject: Highlight Date: 6/7/2021 11:38:54 AM
interesting that we would essentially eliminate our ability to pursue unpaid suspension in cases that may warrant it

Brownell Trust agreement dated May 25, 1925. The Library shall be required to follow all financial and personnel policies adopted by the City Council.

Subchapter 9: Administrative Departments

Part I

§ 901 Personnel Administration and Benefits

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

Part II


§ 902 Department of Real Estate Appraisal

There shall be established a department of real estate appraisal headed by a professionally qualified real estate assessor, who shall be appointed by the Manager.

§ 903 Appraisal of Property

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

§ 904 Appraisal of Business Personal Property for Tax Purposes

 Number: 1 Author: tsabataso Subject: Highlight Date: 6/7/2021 11:42:04 AM

my preference is the Town structure where relevant policies such as harassment, discrimination, etc live within the regs vs as separate policies. makes things easier to find by having them in a centralized location.

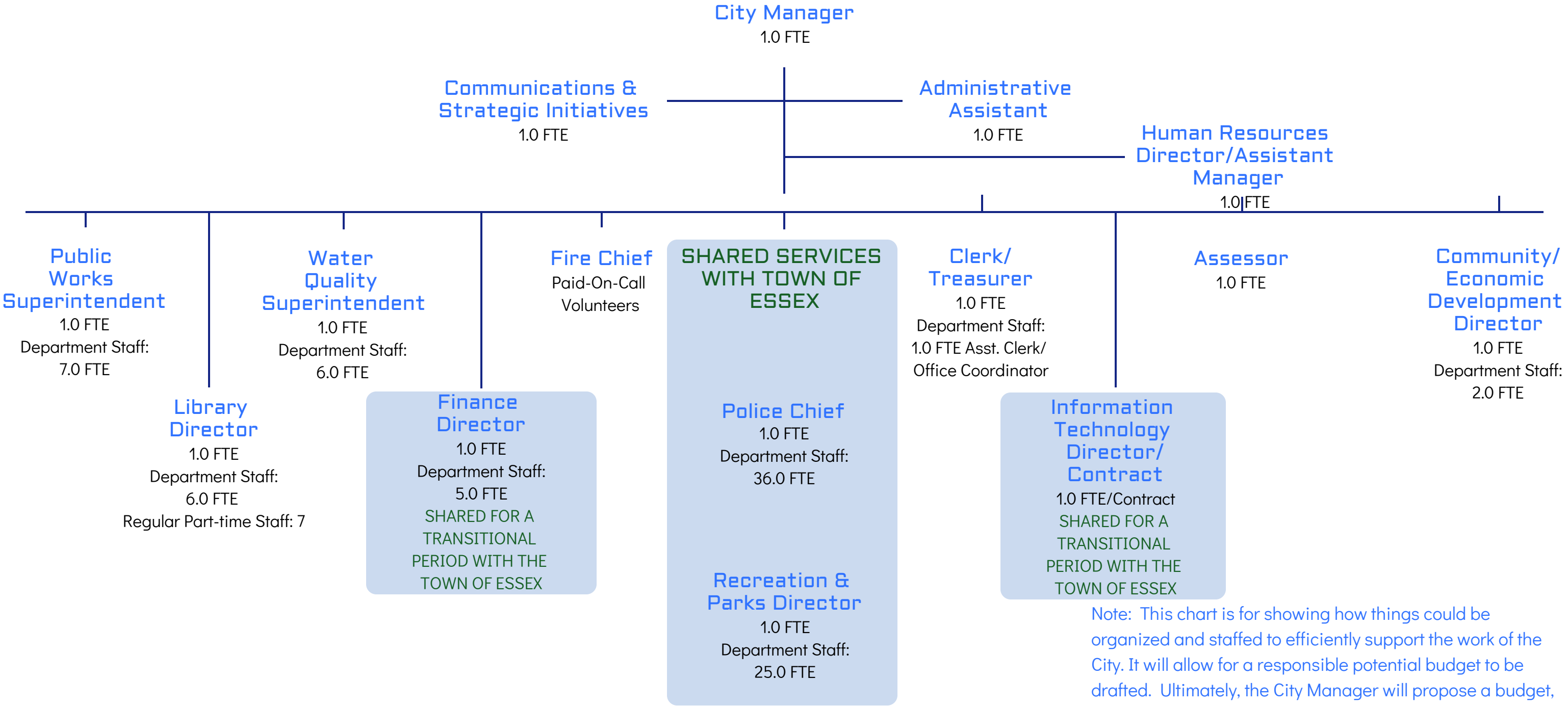
Goals in Developing City Organization/Departments

- Efficiency
- Clear Village oversight of policies and budget
- Objective analysis of intermunicipal agreements with the Town
- Focus on what is best for the Village
- Continue efforts towards downtown re-development
- Prepared to deal with climate change
- Structure that we can adjust and is nimble

Organizational Chart

City of Essex Junction

LONG-TERM:
SHARING POLICE AND
RECREATION & PARKS
SHORT-TERM:
SHARING FINANCE AND
INFORMATION TECHNOLOGY



Note: This chart is for showing how things could be organized and staffed to efficiently support the work of the City. It will allow for a responsible potential budget to be drafted. Ultimately, the City Manager will propose a budget, hire personnel, and organize the staff as they see fit. The City Council and voters will get to vote on the proposed budget. Community members and staff should view this as a draft.

Department: Stormwater (not technically a department; worthy examining separately)
Stormwater plus Wastewater = Water Quality Department. Everything done daily is related to water quality and permitting.

Department Head: Jim Jutras, Water Quality Superintendent
Chelsea Mandigo, Stormwater Coordinator/Wastewater Operator

Current status: Village Only; Financial Consolidation

Current positions: Stormwater Coordinator 1.0 FTE shared between two full time staff.
Note: Staff funding of Stormwater in the budget is a part of Jim's salary and a part of Chelsea's. Jim is also paid out of the wastewater treatment facility. Chelsea is also paid for out of highways, the wastewater treatment facility, water, and sanitation. Chelsea is the lead on Stormwater and spends most of her time in that arena.

Department Head feedback:

Currently there is a Joint Stormwater Coordinating Committee. The MS4 Permit requires that the two communities work together to create a Flow Restoration Plan and Phosphorus Control Plan. These projects have been coordinated through the joint committee. While planning can continue to be coordinated, the two separate municipalities can respectively address their stormwater projects and pay for them separately.

This is the feedback that I heard from Jim Jutras, Water Quality Superintendent, and Chelsea Mandigo, Stormwater Coordinator/Wastewater Operator.

Recommended department status: City

Stormwater requires dedicated staff time to meet permit requirements which only seem to be growing. While the Joint Stormwater Coordinating Committee must continue, the future implementation, management, and funding of stormwater projects can be separate. There will need to be a future funding source of stormwater projects, either through capital, a local options tax, or identify stormwater as a utility. There is a clear list of projects and estimated costs that can be budgeted for.

Recommended position(s) for city: No Changes from Current

Future Considerations:

With the implementation needs of water quality and stormwater management and an aging work force, there are opportunities in the near future to re-evaluate job roles, titles, structure and responsibilities. There could be creativity in how it is addressed. The conversation can be about Water Quality (wastewater and stormwater), as well as Public Works, and general administrative needs of these entities.

Currently there are two individuals who share an administrative position to support Water Quality and Public Works. This could be part of a future re-organization/consideration depending on billing and other considerations. There are some administrative needs in Public Works and Water Quality that must be considered. And, depending on what happens in finance and with water/sewer billing, that could be a part of the conversation as well.

MEMORANDUM



TO: Town of Essex Selectboard, Village of Essex Junction Trustees,
Evan Teich, Unified Manager

FROM: Ron Hoague, Chief of Police, Essex Police Department

DATE: June 12, 2021

RE: Future of Policing Related to Separation of the Village

Issue

With the pending question of separation by the Village from the Town and the formation of an incorporated City, a key issue is how to handle policing for the two entities. This memo will detail recommendations from the police department, and me as Chief, for a best course moving forward.

Discussion

Before discussing any of the issues facing the future of policing, we must first acknowledge the history of the Essex Police Department and the relationship of the department with both the Village Trustees, Essex Selectboard and the citizens of the Village and TOV. Most are aware that the police department was an entity of, and controlled by the Village until 1980, when the Village sold the assets to the Town with the agreement that the new Town of Essex Police Dept would provide law enforcement services for both the Town and Village. Beginning with Chief John Terry (who had worked for the Village), the Chiefs and department have had a responsive, amicable relationship with all of our constituents. While I cannot speak for the Chiefs who precede us, my experience and that of Rick Garey, has been that if a concern is raised by the Village Trustees or a Village resident, that concern is handled as appropriately and efficiently as one from the Selectboard or TOV resident. The leadership and employees of the police department do not see a difference in the two government entities. We simply serve both as one and we always have.

Options for Law Enforcement Services

The Village, if incorporated into a City, has a few options for law enforcement services. Even though I believe shared services are the best course of action, I will detail others as they have been suggested by some in the community.

- **Contract with an Another Agency:** The Village could explore contracting with another agency such as the Chittenden County Sheriff, Vermont State Police or another Town such as Williston. None of these are viable. Chittenden County Sheriffs are not, and have never been, in a position to take on full 24 hour law enforcement for a Town due to their manpower and focus on Civil Process, Court Security and Prisoner Transport. The Vermont State Police are not a 24 hour agency. Assuming the new City would need 24 hour law enforcement, not having coverage past

0200AM would make this an impossible option. Williston PD is an excellent agency that is part of a growing Town of its own. With that as a factor, it is unlikely that they would seek to take on the large commitment of a new City.

- Start a new City of Essex Junction Police Department: The option would bring the benefits of full oversight of the department. Problems would consist of cost to outfit equipment, vehicles and support items for a full department of 15-20 officers (estimated based on other Cities), negotiating a union contract for employees and identifying a department building (assuming the current one continues to be used by the TOV department). Less tangible, and more challenging is the creation of a leadership team, culture, mission and direction for the new department in addition to filling vacant positions in a very difficult hiring atmosphere.
- Share the Police Department with the TOV: This option is the only one that would not involve the reduction of numbers of employees in the current police department and the legal and contractual concerns that would bring. Respecting the history of our organization and the significant investment that the members and citizens have contributed to a progressive police department with contemporary ideals and values, this is the most viable and recommended option. There are questions that arise with this options that will be addressed below.

Conversation in recent meetings would indicate that the two major considerations of continuing with a shared police department are oversight and funding. Assuming the creation of a new City, there would need to be an agreed upon method of sharing the costs of the department equitably and also allow for input into department operations assuming the police department would continue to be under the purveyance of the Town.

Funding a shared department:

There are several methods that have been used traditionally to account for law enforcement services to a municipality. Per incident basis, per capita, grand list, etc. I would leave comments on the pros and cons of per capita and grand list to the Finance Director, however, I do not support a method that uses a per incident basis. This method assumes that since roughly 60% of incidents in 2020 were within the Village bounds, the Village should pay for 60% of the police department budget.

This is flawed in that number of calls each year can fluctuate year over year depending on where the latest area for crime or high level of traffic incidents occurs. What was a greater share by the Village this year, could be a greater share next year in the Town when a new housing facility or retail center is built. We saw this in 2020 when what was the Baymont Hotel (in the TOV) was used as temporary housing for the homeless by the State. Our calls for service there significantly shifted upwards and have stayed that way even after the facility was sold to Champlain Housing Trust. To use this method, we would need to estimate the future number of calls in the new City based on prior numbers and then factor that into what each entity would contribute for the next year. This method is too unstable year over.

A further flaw in this method is that it does not take into account that any call for service at the police department is credited in the Village. Examples would be a VIN verification, late reported crashes, and background checks. Each of these, and others, list the department address as the location of the

incident contributing to the number of calls in the Village whether the person using the service lives in the Village, TOV or outside the community all together.

Another factor to be considered by the Trustees and Selectboard is that all of the special events that EPD is currently responsible for handling reside in the Village. In addition to manpower, each of these takes planning and equipment to accomplish. The Memorial Day Parade, July 4th fireworks and the Champlain Valley Fair all take place inside the Village and take considerable assets from the police department to staff. The parade each year uses every asset the department has for manpower. While the CVF pays for the extra officers to work on the grounds, there are numerous incidents each year (from traffic crashes and medical calls to retail theft) that occur outside the boundaries of the Exposition but are related to the influx of people to the Fair. Finally, EPD has assigned an officer to the 5 corners twice a day, on every school day, for the last 41 years.

In addition, the police department provides dispatching services to the Essex Junction Fire Department, EJFD First Response, and after hours dispatching for the Village Public Works and Water and Sewer at no cost to those departments.

These are services that would continue to be delivered to the new City in a shared model. An agreement must recognize the significance of these and determine if those will be considered ‘extra’ services and funded outside of normal everyday patrol and investigations or all-encompassing as we are now.

Oversight of the Police Department:

When first told that oversight of the department was a concern moving forward, the first thought was “What have we not been doing?” As stated above, through the years, working with two managers and then a unified manager, the police department has always been responsive to any request made by the Trustees and residents of the Village. With the formation of a new City and the idea to share the department, I do however, understand the desire to have direct input into operations. The greatest concerns about any model of oversight would be:

Who does the Chief report to directly and what authority do they have? The Town Charter specifies that the Chief of Police reports to the Manager. Even if the Village forms a new charter, this does not change the Town charter and unless the Town conceded the department to the new City or another entity, the Manager by charter, supervises the police department. The Chief should report to the Manager and ultimately, the Selectboard.

What does oversight mean? I have been informed that the Trustees seek more oversight of the department, but not the goals of that desire. This should be clarified while working on an agreement for a shared department. Over the past year, EPD has heard that more oversight is needed and we have considered the formation of an advisory committee as part of our equity work. An advisory Committee could be devised that would meet this request while providing insight and more input for the new City. Members of this Committee would be appointed much like the existing committee members (Energy, Planning, Economic Development, etc) with an application process and selection by their respective officials, Selectboard or Trustees. The Committee could review policies, hiring practices, etc., and then make recommendations to the Chief of Police and Manager.

Other Considerations:

The Police Department Building The citizens of both the Village and TOV have contributed to the construction and maintenance of the fine facility that we enjoy. This fact, and that it's a Town department with a headquarters located inside the Village limits, should be recognized as an indication of the success that can be achieved when both entities work together. The costs of maintaining the building and its systems are ongoing and considerable. Planning is not as simple as looking at the police budget. There are aspects of building maintenance that do not reside within the police department budget but are within the public works budget. The debt and future of the building should be considered when forming an agreement for policing services.

Length of an Agreement Having worked for the St Albans Police Department and being part of the agreement there with the Town provides me some insight as to the stability of an agreement between two separate governments. In that situation, I saw how the changing of members of a board as a result of an election could affect the stability of an agreement. A three to five year agreement made for situations where we, as employees of the department, were unsure how many staff or what funding we would have when the end of the contract was approaching and new Town officials were elected. This left uncertainty in the minds of current and prospective employees causing more difficulty in hiring and retention of officers. That relationship ultimately has now failed with the Town's awarding of the contract to the Sheriff's Office beginning in July. Any agreement made for police services should also rely on the amicable and dependent relationships of both communities with respect given to the long track record of success by EPD. Either a permanent agreement, or one that renews automatically unless one party wishes to pull out, while also requiring greater than a two year notice, would be the recommendation of this department to provide lasting stability.

Operations and Continuity of Services An appropriate agreement would recognize the Chief of Police and Manager's authority (with respect to the new Committee) to make decisions about personnel, their assignments within the department, and deployment into the community. There should be no specifications of hours of coverage, number of officers deployed in an area, or how operations are conducted, other than the expectation that these will be conducted appropriately and equally for both entities as the Chief sees fit.

Shared Liability Along with addressing shared services, any agreement must also acknowledge the possibility of shared liability and workers compensation insurance. The Vermont League of Cities and Towns, along with legal counsel, should be consulted as to how these would change from the current model if there is a different agreement. Currently, the Town bears all liability and workers compensation costs.

Conclusion

This memo contains my opinions of what a shared Police Department may look like if the Village separates and a new City is formed. I am drawing on my personal and professional experience with law enforcement operations, management and relevant statutes. Further, as a resident of the Town outside the Village who is personally invested in the future of our communities, these are my visions for continuing an effective, professional police department that will continue to bring the best policing services to the citizens of both communities.

From: [C. Safar](#)
To: [Brad Luck](#)
Cc: [Evan Teich](#); [Marguerite Ladd](#)
Subject: Re: Trustee survey re: negotiating contracts
Date: Wednesday, June 9, 2021 3:13:51 PM
Attachments: [PastedGraphic-2.tiff](#)

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Brad

I don't think that would pass. I do think these survey results would be obtainable. I think that other exemption deals with an actual contract that you are in the process of negotiating.

I hope that helps.

Claudine



Claudine C. Safar, Esq.
Monaghan Safar Ducham PLLC
156 Battery St.
Burlington, VT 05401

92 Fairfield St.
St. Albans, VT 05478

(802) 660-4735
(802) 419-3662 (fax)

csafar@msdvt.com
www.msdvt.com

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On Jun 8, 2021, at 10:45 PM, Brad Luck <bluck@ejrp.org> wrote:

Hi Claudine-

Thanks for joining us this afternoon.

A question came up tonight. We would like to send electronic surveys to the Trustees to gather thoughts about important components they want to see in potential contracts with the Town related to police and/or recreation & parks. The question is: would these survey results be subject to public records requests or exempt since they are "records relating specifically to negotiation of contracts?" 1 V.S.A. § 317(c)(15): Records relating to contract negotiations

It is more efficient for us to gather information this way in advance of a meeting vs. spending time at the meeting discussing.

Please advise.

Thanks.

-Brad

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From: [Susan McNamara-Hill](#)
To: [Brad Luck](#)
Subject: RE: Clerk/Treasurer Transition
Date: Wednesday, June 9, 2021 8:06:50 AM
Attachments: [image001.png](#)

Hi Brad:

I do not think it is a good idea to have a combined clerk/treasurer for 1-3 years after the City is official. I believe there would need to be City records from day one, including land records, dog licenses, marriage licenses and etc. The time between a positive vote and legislative approval could be used to transition – order land record books, set up land record digital vendor, order dog licenses (start separating dog licenses issued in the current year so the transition is smoother), notify state agencies of coming change, set up voting district(s) with Secretary of State's office, and etc. We would also have to set up separate bank accounts under our own EIN (the village used have separate bank accounts before we started consolidating).

I do believe the existing clerk/treasurer could implement these changes to be ready to go on day one of the City while still maintaining town records.

If you can find any precedence for proceeding otherwise, please let me know.

I am happy to discuss this matter with you in person if you would like.

Susan

Susan McNamara-Hill, Clerk/Treasurer
Village of Essex Junction
Town of Essex
81 Main Street
Essex Junction, VT 05452
802-879-0413



From: Brad Luck <bluck@ejrp.org>
Sent: Tuesday, June 8, 2021 11:21 PM
To: Susan McNamara-Hill <SMcnamarahill@ESSEX.ORG>
Subject: Clerk/Treasurer Transition

Hi Susan-

The Trustees discussed things tonight and in independence agreed a separate clerk/treasurer is best. However, they were thinking that a transitional period could be good. I'd like to get your thoughts on this concept. I'm not sure if e-mail is best or in-person. Basically they were thinking that a lot of things need to happen to get the City up and running and it may be best to take it slow with some departments (clerk/treasurer/finance/IT). To keep them consolidated for a period of time (1-3 years?) and then transfer them over. I'm curious about if you think this is a good approach? If it

is doable? If so, how would you go about it? And, if so, how many years would be best?

Let me know if you are willing to connect about this and how.

Thanks.

-Brad

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From: [Travis Sabatase](#)
To: [Brad Luck](#)
Subject: RE: Question that Came Up
Date: Wednesday, June 9, 2021 4:19:16 PM
Attachments: [image001.png](#)

Hi Brad,

I was watching the meeting and definitely thought this was an interesting question. I do have some thoughts I would be happy to share with you and the Trustees.

My initial thoughts were, that yes maybe there could be potential conflicts in this sort of structure. The more I think about it however, I don't really see this as any different than an HR Director who oversees a larger HR Department. There could be conflicts in that scenario if a situation arose in that HR Department where one HR Employee needed to be investigated for something, as an example. There are also the potential for conflicts in our current structure should someone complain about the Unified Manager, and should a situation arise where I need to take action against my boss. It may be the unusual pairing in the title that gave the board pause, but I don't see this position as being much different from a CFO who is also charged with overseeing HR and IT, for instance; or Town Managers, who are ultimately responsible for HR, whether they also have an HR manager, or not (and it is often not, in Vermont municipalities) or Town Administrators who are charged with overseeing department heads and who also handle HR. Similar structures are happening across Vermont.

In the realm of HR, there is always going to be the potential for conflict. There could always be a perception of bias. It is the duty of a good HR Director to be trustworthy, impartial, factual and unbiased regardless of the situation and regardless of what perceptions there may be out there. I feel that in this proposed Assistant Manager/HR Director position, the potential issues are not in the structure or the position, but in who you hire. If you hire the right person for this role, someone who can operate in an ethical and unbiased fashion, there will not be any conflicts.

Thank you,

Travis Sabatase

HR Director

Town of Essex/Village of Essex Junction

81 Main Street

Essex Junction, VT 05452

802-857-0113 (Phone)

802-857-0095 (fax)



From: Brad Luck <bluck@ejrp.org>
Sent: Tuesday, June 8, 2021 10:29 PM
To: Travis Sabataso <tsabataso@ESSEX.ORG>
Subject: Question that Came Up

Hey Travis-

A question came up tonight at the Trustees meeting. If you want to answer, that'd be great. If not, no worries.

The question was surrounding the org structure. Basically, if the HR director was also an assistant manager and direct supervisor to department heads, could this be a concern or conflict of interest or could issues arise if an employee in those departments had an issue with a department head that was HR related? Or if a department head had an issue with their supervisor, who was the HR director?

Thanks for your consideration and potential insight.

-Brad
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From: [Sarah Macy](#)
To: [Brad Luck](#)
Subject: RE: Trustees Mtg
Date: Tuesday, June 15, 2021 11:39:34 AM

This is timely because I was planning to propose a part time finance person in the FY23 budget. Instead, I will propose a mid-year full time. This will allow us to staff up to 6 FTE which would be more manageable to split and set both communities up for success at the end of the transition period. Amongst those 6 we have the skills and education and experience to staff two, three person departments with a finance director, an accountant, and a bookkeeper position.

While the decision to separate finance guts me, I'm grateful to hear about a transition period because it would be almost impossible to sever finance at this point given the number of years that we've spent consolidating and streamline processes.

The current five person team consists of four people employed by the Town and one person employed by the Village. My plan would be to hire a 6th full time person employed by the Village. This would ensure that the Village has two employees at the point of separation and would just need to fill the director position. My timeline preference would be 5-7 years from now which I think would effectively be 3-5 years from the earliest establishment date of the City of EJ. The timeline for getting the 6th person (spring 2023) puts us out a few years to begin with. We would begin re-shuffling duties along Town and Village lines instead of the cross-sectional method we have been employing. This will allow us to finish some of our major projects that will benefit both of the entities – Chart of accounts change, full transition to Questica budgeting, integration of NEMRC with Questica for real time access to budgets and actuals by department heads and automatic, scheduled reporting, transition to updated online timekeeping program, expansion of financial statements to comprehensive annual financial report, etc. The transition period will also cover establishing separate versions of all the existing programs and databases including NEMRC, Questica, ReadSoft, and timekeeping.

For budgeting, I ultimately see three full time people in each of the two entities. And I would recommend \$5,000 for custom programing and training for each entity upon separating the databases.

These are just my initial thoughts.
Happy to share more AFTER the new fiscal year begins.

Sarah Macy, CPFO
Finance Director
Town of Essex | Village of Essex Junction
(802) 878-1359
smacy@essex.org

From: Brad Luck <bluck@ejrp.org>
Sent: Tuesday, June 8, 2021 10:36 PM
To: Sarah Macy <SMacy@ESSEX.ORG>
Subject: Trustees Mtg

Hey-

I didn't see if you were on or not, but the Trustees made a preliminary determination that they would like to share finance for a transitional period, but ultimately have it lead to them having their own finance department. An exact amount of time was not discussed.

Just wanted to let you know.

At some point it would be good to:

- A) Get your perspective on what a preferred/realistic transition time would be
- B) Get your perspective on how to organize/staff a future Village finance department. I'd like to be able to build a budget around this.

Let me know if you have any thoughts or questions.

Thanks.

-Brad
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From: [Wendy Hysko](#)
To: [Brad Luck](#)
Subject: Re: 2 Questions
Date: Wednesday, June 9, 2021 11:06:58 AM

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Hi Brad-

We have a server space, that could possibly fit more equipment if needed. It's locked. We no longer have a server, but other network equipment is there. We do use the space for volunteer book sorting as well. So if we were to house municipal server equipment, we would have to really change work flow of volunteers, and I'm not sure how we could manage that. I retired the use of our library server in 2010 when we went to a cloud based library system. I think creating a space for server equipment in Lincoln Hall might make more sense as there is far less foot traffic from volunteers and you really just need a large closet with air conditioning to prevent equipment overheating. We don't really have extra space for staff, we could make space for someone who would be needed to be a part of library staffing as closer proximity is helpful for coordination of library programs and services.

In thinking about the City IT structure, I'm wondering how much across the organization resource sharing there is and if a client server system is the best solution. Readsoft is online, Bamboo is online. It might be worth getting a better understanding of what departments are using for software and if it's web based, and how much info is being stored on central databases that would require a full organization client server.

I was just in touch with my colleague at Dorothy Alling in Williston and she manages a DAML network (not server based anymore and she moved to them to network attached storage so staff can work remotely and have access to their files), and all the Williston depts contract separately for IT services. Municipal departments all have such different work needs, Administration might share stuff, and Finance might use locally installed software with need to access shared data, but it also looks like NMERC is moving towards offering cloud based services. The Village used to use a more dynamic finance software system that they needed to migrate to NMERC because the Town couldn't afford the system the Village was using. All these details could impact what sort of IT system would be best and most manageable, and I don't know if there has ever been a department wide inventory of what software is used, and how it runs (locally or cloud/web) which is something any future IT plans would need to know as a baseline, and if local access to central databases is needed. EJFD used to have a server, I have no idea what they use now, but they have steered clear of Town IT as well. The Village Office used to use Tech Group for managing Lincoln Hall IT, which worked well for their needs. We used Tech Group at Brownell until I realized what a mess because Tech group managed the overall IT (I think they managed the server as well for a long while), we had 2 networks that were supposed to be for public and staff and there were staff machines added by Tech Group to the public network, so that's where needing to have a more solid plan would have been good because we have so many machines and Tech Group didn't grasp the need to keep separate networks for staff and public because they didn't get library computer use. I ended up hiring All Systems Repair in Winooski to get the networks sorted out (because nothing was labeled either so lots of cable chasing to actually separate the networks so we've moved on to being better able to manage our IT all in house. All Systems was much better at understanding our unique needs compared to a more regular office environment with our public computers and staff computers.

Bathrooms... We have 4 single seaters, and have wanted a staff bathroom for years and took the opportunity to take a bathroom over for staff this past year so staff can be more safe not sharing a bathroom with the public. I think it's a reasonable thing to have a staff bathroom in a busy public space, sharing a bathroom after a homeless guy washes up (when they disrobe, the body odor they are masking with their clothes is overwhelming), and possibly pees all over the floor is absolutely disgusting. I know Lincoln Hall has some not great bathroom visitors and Patty used to roll up her sleeves to clean it. They also have a mens and womens room, and both possibly might be single seaters (I haven't been in the mens room, the womens bathroom is) which isn't following state statute of single seaters being unisex. So a few things to revisit. And since we have set aside a bathroom for staff at, it most curiously still smells like smoke if the door is kept shut, so I have no idea how much smoking happened in this bathroom in the past, we did find a kid a couple of years ago sneaking cigarettes in it, but he couldn't have managed to smoke that much, or if it is just how smelly people were from smoking other places and it's just clinging to the walls for eternity, having a staff bathroom is long overdue. With how long some viruses can live invisibly on surfaces, I think it is more safe to have a staff bathroom in a high traffic public space.

So some long winded answers for your questions!

On Tue, Jun 8, 2021 at 10:39 PM Brad Luck <bluck@ejrp.org> wrote:

Hi Wendy-

Two things came up at the Trustees meeting tonight:

1. Would/could there be space at Brownell for an IT person to have an office and/or a spot for hardware if needed?
2. This is random, and not from the meeting, but my own questioning – is there a staff bathroom at Brownell? A question as we think about the future of 2 Lincoln and how it operates.

Let me know what you think.

Thanks.

| -Brad

--

Wendy Hysko

Director, Brownell Library

President, Green Mountain Library Consortium

6 Lincoln Street

Essex Junction, VT 05452

(802) 878-6955 (Main Desk))

www.brownelllibrary.org

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From: [Brad Luck](#)
To: [Robert J. Paluba](#)
Subject: RE: IT
Date: Tuesday, June 15, 2021 4:30:00 PM

Hey Rob-

Just wondering if you have a response to the question below.

My additional question would be: once the city is formed and there are formally two organizations, do you think it would be feasible to have a transition period (say 1-3 years) of shared IT for the two municipalities while the Village stands up its IT infrastructure?

Thanks.

-Brad

From: Brad Luck
Sent: Tuesday, June 8, 2021 11:01 PM
To: Robert J. Paluba <rpaluba@ESSEX.ORG>
Subject: IT

Hi Rob-

At the Trustees meeting tonight they kind of agreed that an eventual future state of IT separate between the Town and City is best.

There was one idea thrown around that I was hoping to run by you:

One concept was if it would be possible to share the existing hardware/licenses/etc. through a contract with payment to the Town, and then have a Town IT person and Village IT person. What thoughts/concerns/questions do you have with that? Kind of a hybrid approach.

Let me know if you have any thoughts about that. Happy to talk if that is easier.

Thanks.

-Brad