

9/14 Trustee Work Session on Essex Junction Independence

On September 14, the Trustees held a work session on Essex Junction Independence. The following is what was discussed.

The Trustees reviewed the four draft contracts for consideration with the Town of Essex. The first was a Memorandum of Understanding, acknowledging that if the city charter passes the legislature, then the Selectboard and City Council agree to formally ratify the contracts that are currently being negotiated. The second is a contract for police services from the Town of Essex. The third is a right of first refusal for the city to be able to purchase 81 Main Street in the event that the Town of Essex decides to sell it in the future. The last is an agreement for the Town of Essex to conduct the reappraisal for both the Town and city, whenever it is necessary per state law. The Selectboard has asked for some modifications to the police contract and for the reappraisal contract to include the city contracting assessing services from the Town until the reappraisal is complete. The Trustees were good with both of those requests. The contracts will be further discussed at the joint meetings on 9/20 and 9/27.

The Trustees reviewed and weighed in on the draft content headers for a mailer on independence that will go to all Village homes in early October. It will include information about voting, the Charter, what we are voting on, why we are voting, and several other key pieces of information to inform voters. The mailer will be finalized at the 9/28 meeting.

The Trustees discussed the FY23 budget and expressed an interest in hiring a Village/city manager regardless of the outcome of the Charter vote and legislative process, and want to re-examine the MOU's with the Town of Essex.

The Trustees got a first look at four options for renovating 2 Lincoln so it can serve as a modern-day government office building. At the next meeting, they will review the options more in-depth and see some preliminary cost estimates. They also reviewed the most up-to-date organizational chart.

Included in the packet were updated frequently asked questions produced by the Our Village, Our Voices group. This information, which has been vetted and endorsed by the Trustees, can be found at: <https://www.ourvillageourvoices.org/>.

After the work session, the Trustees approved the Charter for the city of Essex Junction. There will be Public Hearings on the Charter on September 28 and October 12, starting at 6:30p.m. at 2 Lincoln Street. The hearings will be a hybrid style meeting that is available for in-person or online participation. These will be the opportunity for community members to learn more about the Charter, ask questions, and make comments. The Trustees have the opportunity to revise the Charter after each Public Hearing, should they choose. A copy of the Charter can be found here: https://www.essexjunction.org/fileadmin/files/Board_of_Trustees/City_of_Essex_Junction_Charter_9.10.21.pdf.

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/wEHmQ1i6qJrqgM71A>.

If you missed the work session and charter approval, but would like to watch it, you can find it here (starting at minute 15:25 and ending at 1:12:20): <https://youtu.be/SD2VfjCd4Gs?t=925>.

The next work session will take place after the Public Hearing on September 28, which starts at 6:30p.m. at 2 Lincoln Street. The meeting agenda and link will be posted a few days before the meeting here: <https://www.essexjunction.org/boards/board-of-trustees>. The Trustees have a joint meeting with the Selectboard on September 20 and 27, starting at 6:30p.m. at 81 Main Street.

Memo

To: Village Trustees

From: Brad Luck, Director, EJP

Date: September 8, 2021

Re: City of Essex Junction Charter

The Trustees have the current draft of the Charter for consideration attached. Tonight the Trustees can make additions and changes, but ultimately should approve the Charter in order to proceed with the vote on November 2.

The Charter may be revised at subsequent meetings and/or after the public hearings, up until no less than 20 days before the date of the vote. The final day to make any changes is October 13.

After reviewing and editing the Charter, the following is the recommended motion:

“I move that the Trustees approve the proposed charter for the city of Essex Junction dated September 14, 2021.”

Trustees / Selectboard Proposal Discussions

August 27, 2021

Complete package of proposals

The following is a list of proposals that the Trustees consider the “complete package”. Upon reaching consensus between the Selectboard and Trustees on each item, the full package can be signed:

- Police
- Reappraisal
- 81 Main Street
- Finance
- Tax Delinquencies

The following items could be included in the package, should the Selectboard and Trustees want to pursue a partnership and agree on the terms. If this is not possible, the Trustees are fine with these not services not being shared at this time.

- Indian Brook
- Senior Services

Tentative Agreements

Based upon the 8/23 joint meeting, Staff and Counsel should draft tentative agreements for individual board discussion at the 9/13 Selectboard and 9/14 Trustee meetings so that a contract can be agreed to at the joint meeting on 9/20.

- Police - City contracting police services from the Town.
 - Multi-year contract with automatic extensions and multi-year notification of intent to cancel and mandatory board mediation to try to pursue the continuation of the contract, in the event of notification of intent to cancel, every six months until contract ends
 - Includes police, community justice, dispatch, police building
 - Acknowledge continued payment of the bond
 - Shared future maintenance & repairs through the budget
 - All police, community justice, and dispatch revenues and grants are a part of the budget and thus shared in the finances paid by both municipalities
 - Town will consider the future recommendations of the equity and inclusion group in regard to a police advisory board, and if one is formed, will provide the City with a number of seats on the board equivalent to its per capita percentage of the population between both municipalities
 - Chief is a Town employee – hired, supervised, and evaluated by the Town Manager
 - Boards agree to a spirit of cooperation and encourage the Town Manager to seek input and have regular communication with the City Manager related to police services, policies, and the hiring and evaluation of the Police Chief
 - Expenses shared per capita; to be re-assessed every 10-years with the new Census
 - All direct costs included plus indirect costs of administration, finance, HR, and IT – funding formula to be determined by finance director
 - Amount due from City is for anticipated actual expenses

- According to the emergency operations plan, the Police Chief (a Town employee) may have control over City affairs
- Municipally sponsored or supported community events shall be considered a part of regular policing and not billed back to either municipality. Non-municipal contracted special details shall minimally cover the expenses to provide such services. Any residual funds shall be a part of the police operations revenues and shared in the finances by both municipalities.
- Reappraisal – Town will oversee and conduct reappraisal for Town and Village/City using reappraisal funds and distribute any residual funds at the conclusion of the process to both the Town and City-based on percentage of parcels. If funds do not adequately cover, both municipalities will share any additional expense based on percentage of parcels.
- 81 Main Street – City will have first right of refusal for 100% fair market value if Town decides to sell the building at any point in the future.

Continue to discuss in the short-term related to independence

- Finance – awaiting SB response
- Tax Delinquencies – awaiting advice from legal counsel
- Indian Brook – awaiting SB response/Trustees considering counteroffer
- Senior Services – The City will plan to operate its own senior services – activities, busing, and center at 2 Lincoln. If the Town would like to discuss a partnership, the City is open to it.

Items to be discussed regardless of separation

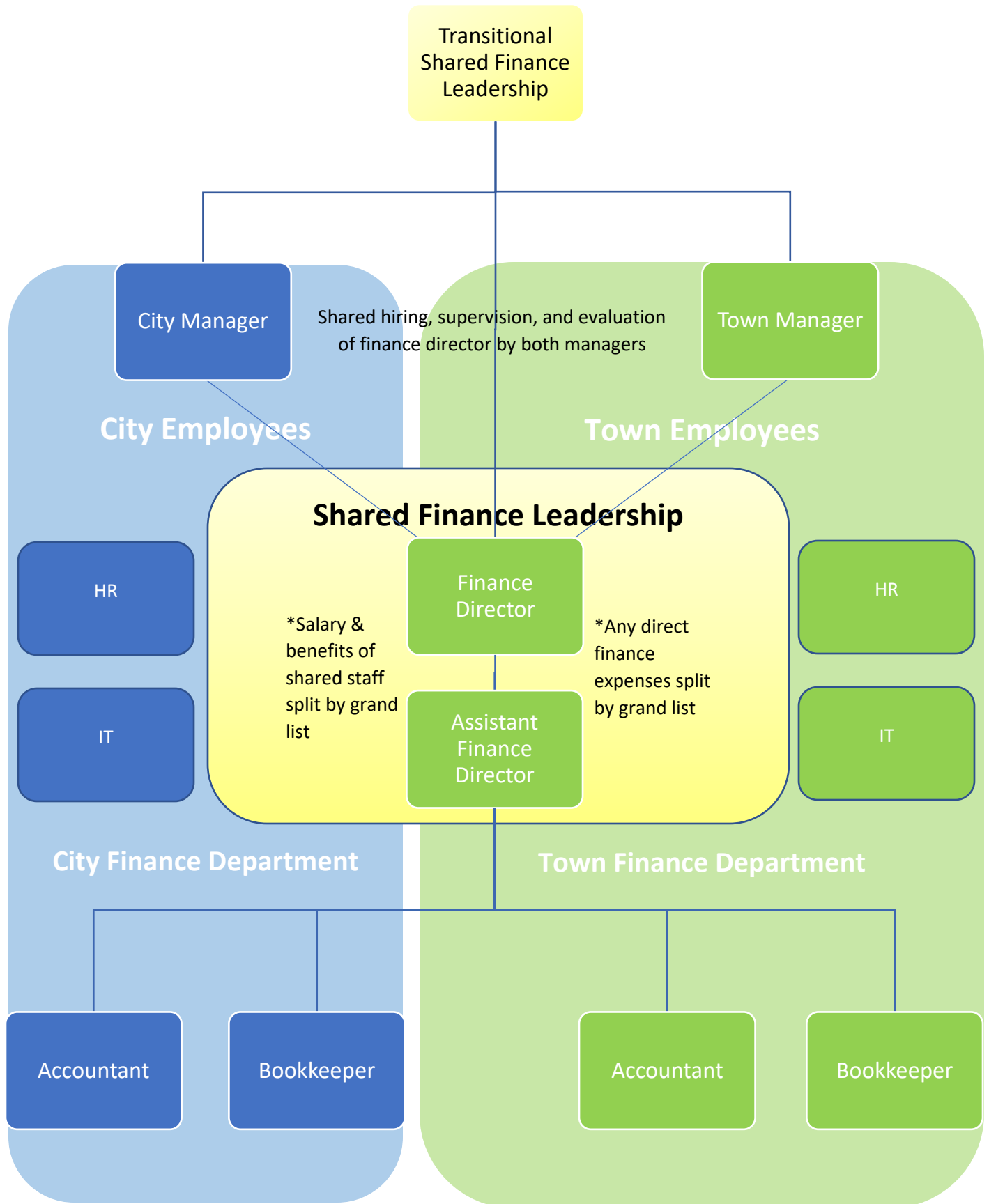
The items below were included in the list of proposals for conversations but are not directly related to separation. While these conversations need to occur, they are not necessary for the full package of proposals to be tentatively agreed upon.

- Tree Farm
- FY23 Budget

Proposals Trustees are fine with removing

The items below were included in the list of proposals for conversation, based on the Selectboard's response the Trustees are not interested in further negotiation on these items at this time. The Trustees do not consider these part of the full package of proposals.

- Bonding
- Funds
- Transition Period



MEMORANDUM OF UNDERSTANDING

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

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

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

WHEREAS, the Town Selectboard and the Village Trustees are working collaboratively to plan for either the separation of all departments, municipal services and operations, or the contractual sharing of certain departments or services;

WHEREAS, the Town Selectboard and the Village Trustees have determined certain agreements will be necessary between the Town and the City of Essex Junction for purposes such as sharing or purchasing certain municipal services or operations;

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

WHEREAS, the Village and the Town desire to prepare these agreements in advance with the understanding that the current Village Trustees will become the future City Councilors and intend to enter these agreements on behalf of the City;

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

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

1. The Town and Village have prepared the following agreements which are attached as Exhibits to this MOU:

- a. Contract for Police Services;
 - b. Reappraisal Agreement;
 - c. Right of First Refusal for 81 Main Street;
 - d. ...
 - e. ...
2. Should the Vermont Legislature approve the City Charter, the City will enter a transitional period during which the separation of departments, municipal services, and operations will occur;
3. The Town and Village intend that the Town and City will enter the above referenced agreements in substantially the same form as those attached hereto as Exhibits A-__ during the transitional period. If a party refuses to enter into the attached agreement, said refusal shall constitute a breach of this MOU and the non-breaching party shall be entitled to seek specific performance from the Vermont Superior Court, Civil Division, and damages.
4. The Parties agree to first mediate any dispute prior to submitting the matter to court, provided that a mediator may be obtained within 14 days of such a dispute. The Parties, however, recognize that the contract for Police Services concerns an essential municipal function, and thus, any dispute between the Parties that arises concerning Police Services and which could cause an interruption of police services is emergent and in need of immediate attention by the court and therefore not subject to a mediation requirement prior to initiating a filing with the court.
5. This MOU may be amended or modified by mutual written agreement of the Parties.
6. Any notice required under this MOU shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party.

To Town of Essex:

Municipal Manager
81 Main Street
Essex Junction, VT 05452

To Village of Essex Junction:

Municipal Manager
2 Lincoln Street
Essex Junction, VT 05452

14. This MOU shall be governed by the laws of the State of Vermont. All rights and remedies provided by this MOU or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this MOU. If any provision of this MOU shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
17. Neither party shall assign this MOU or any interest hereunder without the written approval of all of the Parties, with the exception that the rights and obligations of the Village of Essex Junction shall flow to the City of Essex Junction once it has been established. This MOU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
18. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this MOU, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this ____ day of _____, 202__.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Police Services Agreement

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

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

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

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

WHEREAS, the Municipalities want to ensure that the Services provided by Essex PD continue and that an environment of cooperation, open communication, transparency and trust exists between the Town and the City; and

WHEREAS, it is the mutual goal of the Municipalities that the Essex PD serve the citizens of both the Town and the City and Essex PD maintains the trust and support of the taxpayers, to whom they each owe duties and obligations; and

WHEREAS, the Parties now wish to enter into this Agreement to provide future Services of the Essex PD to the City of Essex Junction; and

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

1. Term.

The Initial Term of this Agreement shall be ten (10) years. This Agreement shall automatically renew for another five (5) years (Extended Term) at the conclusion of the Initial Term if the Parties do not either terminate the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 10 herein) or enter into a new or revised agreement. This Agreement may continue to renew for an unlimited number of Extended Terms.

2. Agreement Review.

The Parties hereby agree to review this Agreement if requested by either Party in either a joint meeting of the Selectboard and the City Council or a meeting of their representatives. The Parties agree to cooperate in making changes to this Agreement that may be necessary and mutually agreeable over time.

3. Cost and Payment.

The City agrees to pay the Town for the Police Services described herein on a quarterly basis. The City shall be assessed the cost of these services by calculating, on a per capita basis, their share of the direct and indirect costs and expenses for maintaining the Essex PD. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, workers compensation insurance, property & casualty insurance, training, vehicles, technology, communications; as well as costs associated with operating the police facility to include, but not be limited to, heat, electricity, water and sewer, and buildings and grounds. The indirect costs shall include and be limited to: administration costs, human resources costs, Information Technology (IT) costs, and finance costs. The per capita basis shall be reassessed every ten years with new census released by the US Census Bureau.

If an audit is conducted and a discrepancy is found in what was paid by the City and what should have been paid on a per capita basis, then the City shall be either refunded any amount overpaid or the City shall make payment on any underpayment in the next fiscal year in quarterly installments. The Town shall ensure that the Essex PD makes all reasonable efforts to stay within any prepared budget.

An anticipated fee for services shall be provided by the Town to the City in advance of any budget meeting such that the City may include the costs of these services in its budget. Upon demand, the Town shall provide the City a detailed Police Services budget that shall be in such form, and contain such level of detail, as is mutually agreed upon by the Selectboard and the City Council, and at a minimum, shall include revenue and expenses for the Services to be provided.

Upon request, a Town representative familiar with the proposed budget shall appear at any City Council meeting where there will be a discussion of the budget to answer any questions that the Council or the members of the public may have. The Town shall make expenditures consistent with the Police Services budget as presented and any material changes to an approved budget should be brought before the City Council in advance. Failure to do so shall constitute a breach of this Agreement.

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

4. Level of Service; Changes in Service.

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

In the event that the Parties agree to modify the agreed upon level of service, either by increasing services provided, eliminating an existing service, or if the Essex PD seeks to expand services into another municipality, the Parties shall together agree upon a written description of the proposed change(s) and the rationale for the same. In addition, the Parties shall meet at a joint meeting of the Selectboard and City Council to discuss the budgetary and other consequences of any proposed change. If all Parties determine that the proposed change will not adversely affect the public good, will reasonably maintain public safety, and is fiscally prudent, the Parties may mutually approve the proposed change. No change in the agreed upon level of service shall occur within the contract term absent such mutual approval.

5. Personnel Management

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

The Chief of the Essex PD (“Police Chief”) shall be an employee of the Town and shall be supervised by the Town Manager. However, the Town Manager shall seek input from the City Manager in the evaluation of the Police Chief and in the

hiring of any new Chief. The Town Manager shall also freely accept input and cooperate with the City Manager. Minimally, the Police Chief, Town Manager, and City Manager shall meet at least once every six months to discuss the status, quality and execution of Police Services by the Essex PD.

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

6. Equity Inclusion Group.

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

7. Insurance.

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

8. Compliance with Law.

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

9. Necessary Actions.

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

10. Bond.

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

11. Termination.

A Notice of Intent to Terminate this Agreement must be delivered to the other Party Three (3) Years Prior to the end of either the Initial Term or Extended Term. Should one Party notify the other that it intends to terminate this Agreement, then the Parties agree to enter into a mediation with an agreed upon mediator and they shall split the costs of the mediation. The Parties shall mediate in good faith.

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

- a. The dissolution or insolvency of either of the Municipalities;
- b. The date by which the Parties have agreed and resolved that the City has established a municipal Police Department that performs the Services;
- c. The Parties enter into a new written agreement which expressly supersedes this Agreement.

12. Effects of Termination

Upon the termination of this Agreement all obligations of the Parties shall cease except for those obligations created by or pursuant to Sections 10 and 11.

13. Amendment.

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

14. Notice.

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

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

To City of Essex Junction:
 City of Essex Junction
 City Manager

2 Lincoln Street
Essex Junction, VT 05452

15. Governing Law; Severability

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

16. Disputes.

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

17. Entire Agreement.

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

18. Assignment; Binding Agreement.

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

19. No Waiver.

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

20. Captions.

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

DATED this ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

RIGHT OF FIRST REFUSAL AGREEMENT

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

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

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

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

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

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

TOWN OF ESSEX

By:
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At _____, Vermont, this _____ day of _____, 20__,
_____, duly authorized agent of the Town of Essex personally appeared, and

they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and the free act and deed of the Town of Essex.

Before me, _____
Notary Public

REAPPRAISAL AGREEMENT

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

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

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

WHEREAS, the Town agrees to initiate and manage the reappraisal pursuant to 32 V.S.A. § 4041a;

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

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

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

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

1. The Town shall use the existing reappraisal funds to conduct a reappraisal of all properties located within the Town and the City.
2. The Town shall initiate and manage the reappraisal pursuant to 32 V.S.A. § 4041a, unless by mutual agreement of the Parties.
3. The reappraisal fund balance (“Reappraisal Balance”) shall be determined as of the date of the last payment by the State pursuant to 32 V.S.A. § 4041a to the Town which includes payment for parcels now located in the City.

4. If the Reappraisal Balance is insufficient to fund the reappraisal, the Town and City shall contribute additional funds in proportion to each Municipality's percentage of parcels.
5. The additional funds shall be due thirty (30) days after receipt of a detailed accounting and invoice.
6. If residual funds remain in the Reappraisal Balance at the conclusion of the reappraisal, the residual funds shall be distributed to the Town and City in proportion to each Municipality's percentage of parcels.
7. The residual funds shall be disbursed with a detailed accounting of the disbursement within thirty (30) days of the final payment for the reappraisal.
8. The City Board of Authority shall hear and address any tax appeals that arise from the reappraisal for properties that are located within the City.
9. The Town and City hereby agree to take or cause to be taken such further actions, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.
10. This Agreement may be amended or modified by mutual written agreement of the Parties.
11. Any notice required under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party.

To Town of Essex:

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

To City of Essex Junction:

City of Essex Junction
City Manager
2 Lincoln Street
Essex Junction, VT 05452
12. This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be

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

13. Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
14. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

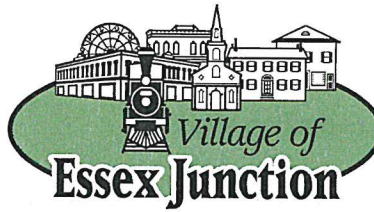
DATED this ____ day of _____, 2021.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent



MEMORANDUM

TO: Town of Essex Selectboard and Village of Essex Junction Trustees
FROM: Chelsea Mandigo, Stormwater Coordinator/Wastewater Operator
cc: Evan Teich, Unified Municipal Manager,
Gregory Duggan, Deputy Manager,
Marguerite Ladd, Assistant Manager
Jim Jutras, Water Quality Superintendent
Brad Luck, Essex Jct Parks and Recreation Director

CHM

DATE: September 8, 2021

SUBJECT: Summary of stormwater permit and funding Q&A related to separation

Issue: To summarize answers provided to Brad, from Chelsea and Jim, about Town and Village stormwater permit and funding as they relate to separation discussions by the Selectboard and Trustees.

Discussion: Below are answers to questions received from Selectboard/Trustees via Brad:

1) Given that the Village and Town share watersheds and thus stormwater permits, in Village independence, what changes?

A: The Village and Town only share watersheds. WE DO NOT SHARE PERMITS!). We each have OUR OWN INDIVIDUAL MS4 PERMITS issued by the State in which many of the requirements are the same for all MS4 towns in Chittenden County. We have however, created joint management and implementation plans since the watersheds in the Town/Village are the same as they relate to the permit requirements. In these management and implementation plans, capital projects are separated out by Town/Village municipal boundaries including costs.

In Village separation, we would have to change how permit required stormwater capital projects are funded as currently all money for these projects is through the Town with one account to fund all projects. The Town has also paid for Village Stormwater Coordinator education trainings, grant match money (if related to the permit related capital projects), shared summer interns and some other miscellaneous items, like water quality monitoring equipment.

It should also be noted there is no other community that we are aware of that has a set up where one community holds the capital project money for both. The other communities use cost share formulas and pay separately for joint projects. For the Town/Village it made sense to share costs when we were working towards merging but now that we are discussing separation it does not make sense to share stormwater costs when the Village has less of a financial reach (by almost half) to meet current permit requirements.

In summary, in separation the City would need a consolidated and established stormwater budget that includes capital project funding and that is not split into various places as it is now between Town and Village Public Works.

2) Are new permits needed?

A: NO, we are considered separate by the State and Federal governments.

3) Do the City and Town have to share the expense for mitigation efforts in each respective community or can this be done separately?

A: We can pay separately for mitigation efforts.

To explain further: Our management and implementation plans have costs separated out for each community, even though the plan to meet the set water quality targets was made jointly. Each community has their own phosphorus reduction targets set by the State. The Flow Restoration Plan which is also joint with VTRANS and Colchester have projects ID by community. If costs need to be shared on a project, there are ways we to calculate the cost/town which is how other towns in Chittenden County have completed joint stormwater projects in shared watersheds.

4) Does the joint stormwater committee continue?

A: Yes. There has been a lot of great brainstorming in this group which will be even more important when working in a "separated" setting.

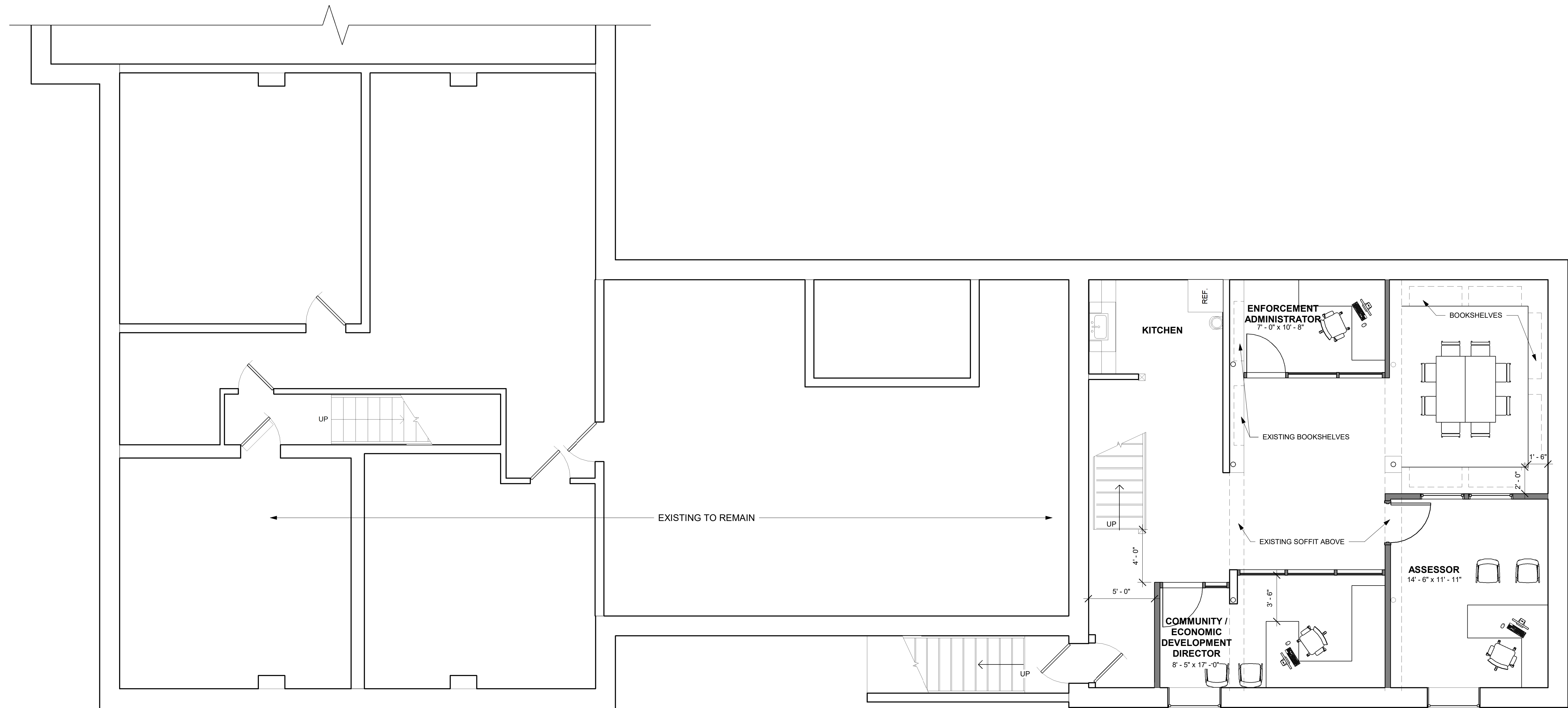
5) Is there any other information that should be considered?

A: Both the Town and Village will need to find a way to fund the next set of projects to meet the phosphorus reduction permit requirements as there is not enough money in the Town SW capital project fund. This is something that can be done separately as there are various paths that can be taken, and each community has a different reach to meet the requirements as noted earlier in this memo.

The floor plan of the second floor includes the following rooms and details:

- CONFERENCE ROOM (OPTION 2)**: 38, 271 SF. Dimensions: 6' - 10 1/2" and 8' - 10".
- ASSISTANT FINANCE DIRECTOR**: 39, 89 SF. Dimensions: 11' - 6" and 9' - 3".
- FINANCE DIRECTOR**: 40, 112 SF. Dimensions: 11' - 6" and 9' - 3".
- ACCOUNTANT**: 41, 94 SF. Dimensions: 11' - 6" and 9' - 3".
- SMALLER CONFERENCE ROOM**: Indicated by a line pointing to a small room on the left.
- NEW FINANCE DEPARTMENT**: Indicated by a line pointing to the area containing the Assistant Finance Director, Finance Director, and Accountant rooms.
- DN**: Down stairs, located near the top right.
- Dimensions**: 6' - 10 1/2", 8' - 10", 11' - 6", and 9' - 3".

1 PROPOSED OPTION 1
1/4" = 1'-0"



PROPOSED BASEMENT PLAN OPTION
1-2
1/4" = 1'-0"

project name:

LINCOLN HALL
2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

scale:	1/4" = 1'-0"
project no.	21-1457
checked by:	JBA
drawn by:	NP/JN
date:	08/26/21

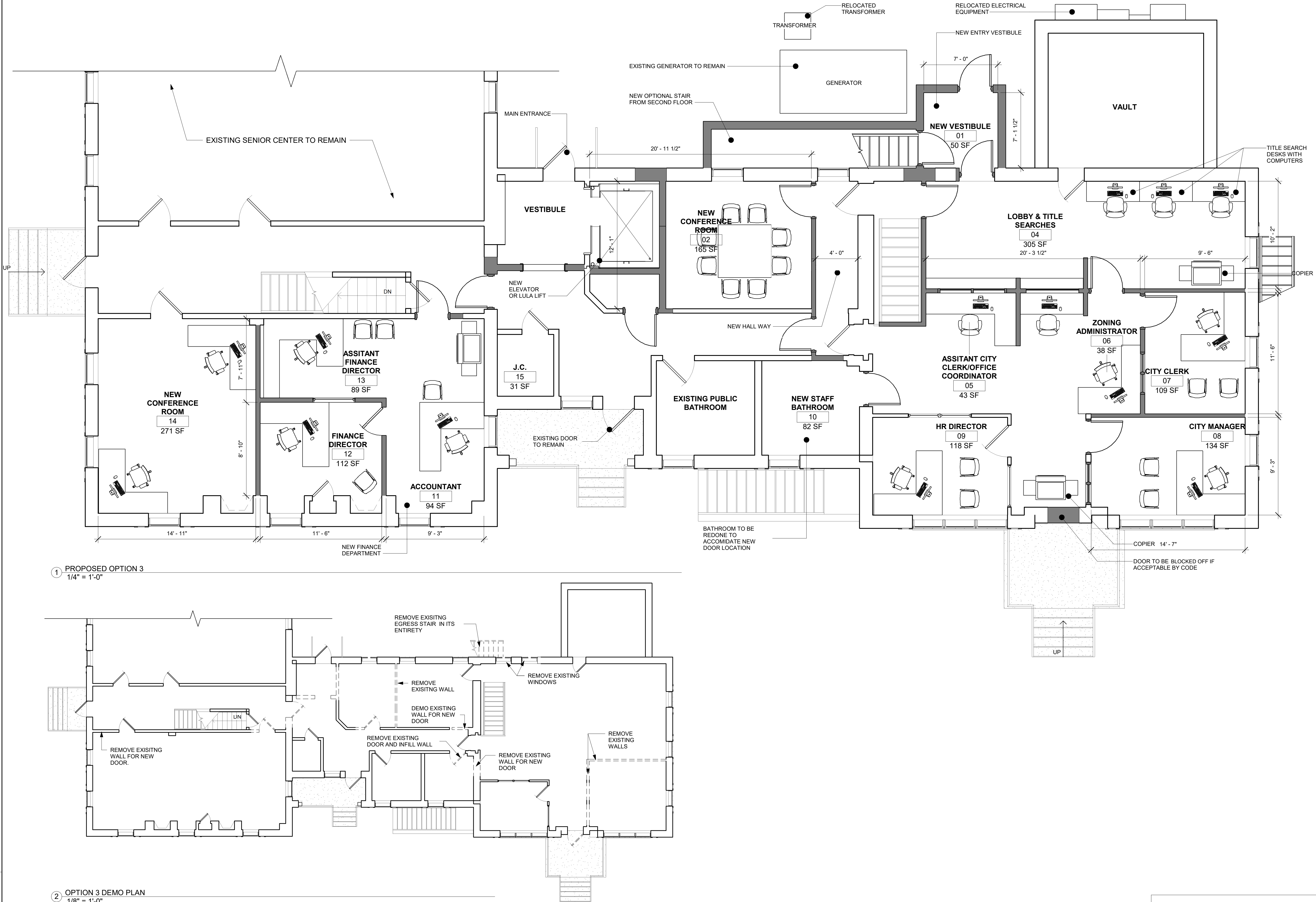
Date	Revisions
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sheet title:
**BASEMENT PLAN
OPTION 1 & 2**

sheet no.

A2.6





project name:

LINCOLN HALL
2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

scale: As indicated
project no. 21-1457
checked by: JBA
drawn by: JN
date: 08/26/21

Date	Revisions
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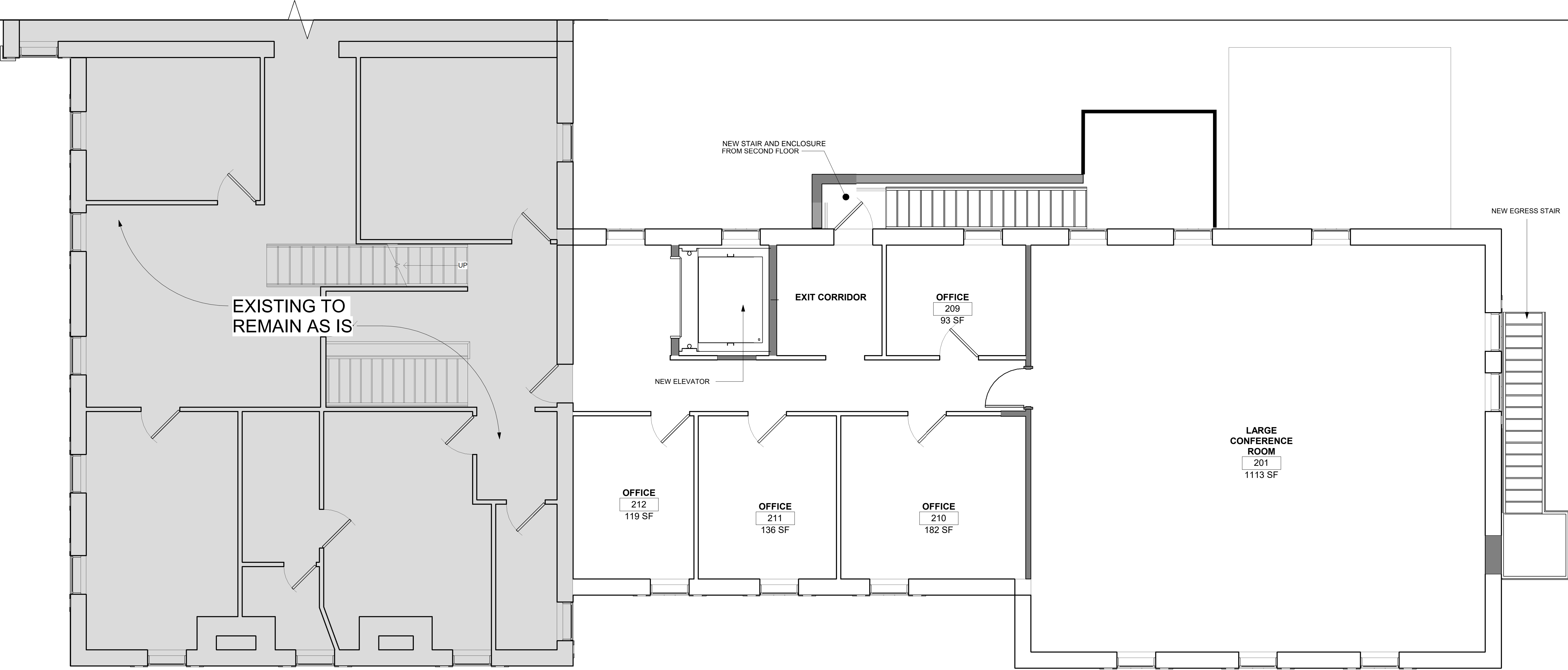
sheet title:
PROPOSED PLAN
OPTION 3

sheet no.

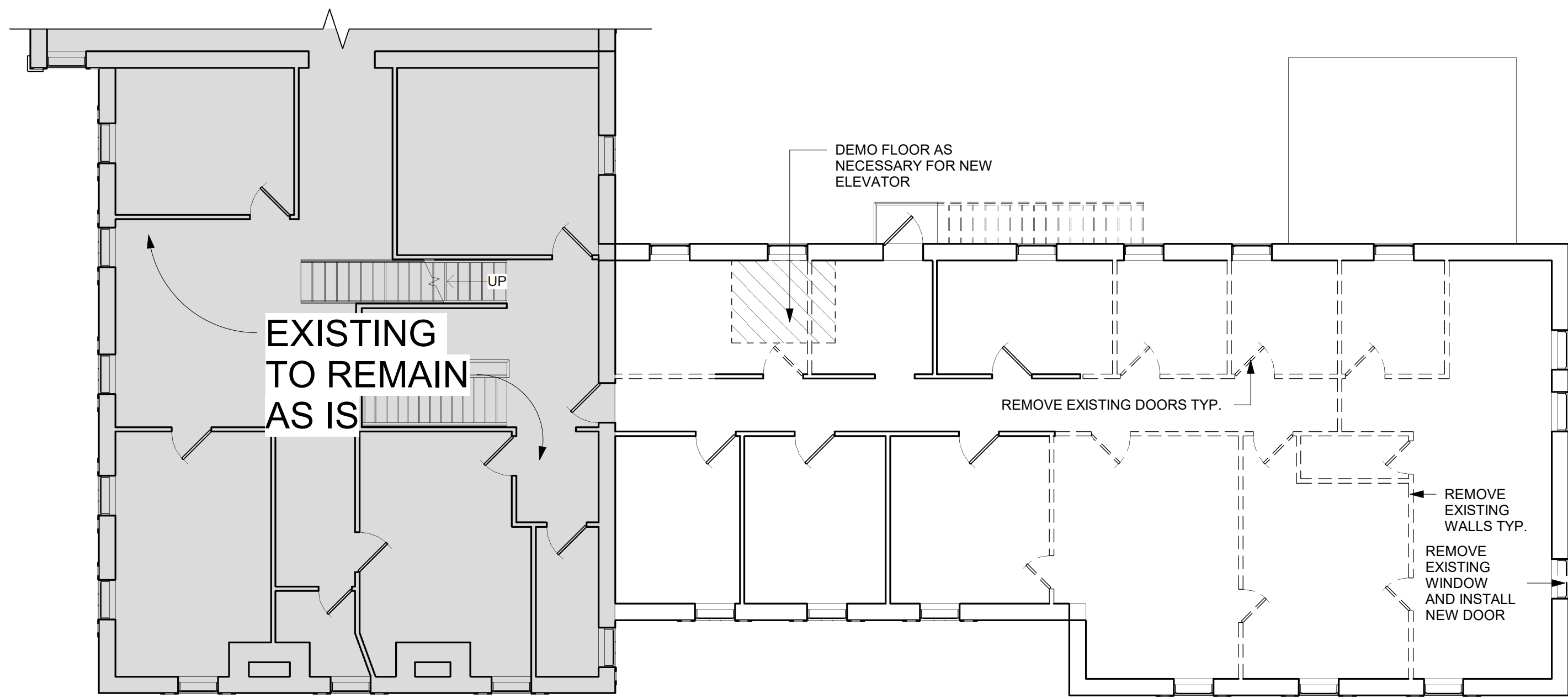
A2.7

SCOTT + PARTNERS
ARCHITECTURE
7 CARMICHAEL ST. ESSEX JUNCTION, VT 05452
P. 802.879.5153 F. 802.872.2764 SCOTTPARTNERS.COM

② Second Floor Proposed Option 3
1/4" = 1'-0"



① SECOND FLOOR DEMO PLAN OPTION 3
1/8" = 1'-0"



project name:

LINCOLN HALL
2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

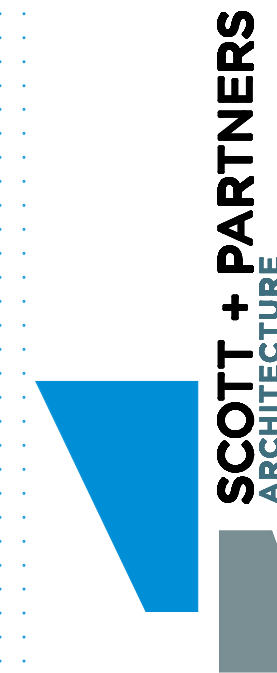
scale: As indicated
project no. 21-1457
checked by: Checker
drawn by: Author
date: 08/26/21

Date	Revisions
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sheet title:
OPTION 3
SECOND FLOOR
PLANS

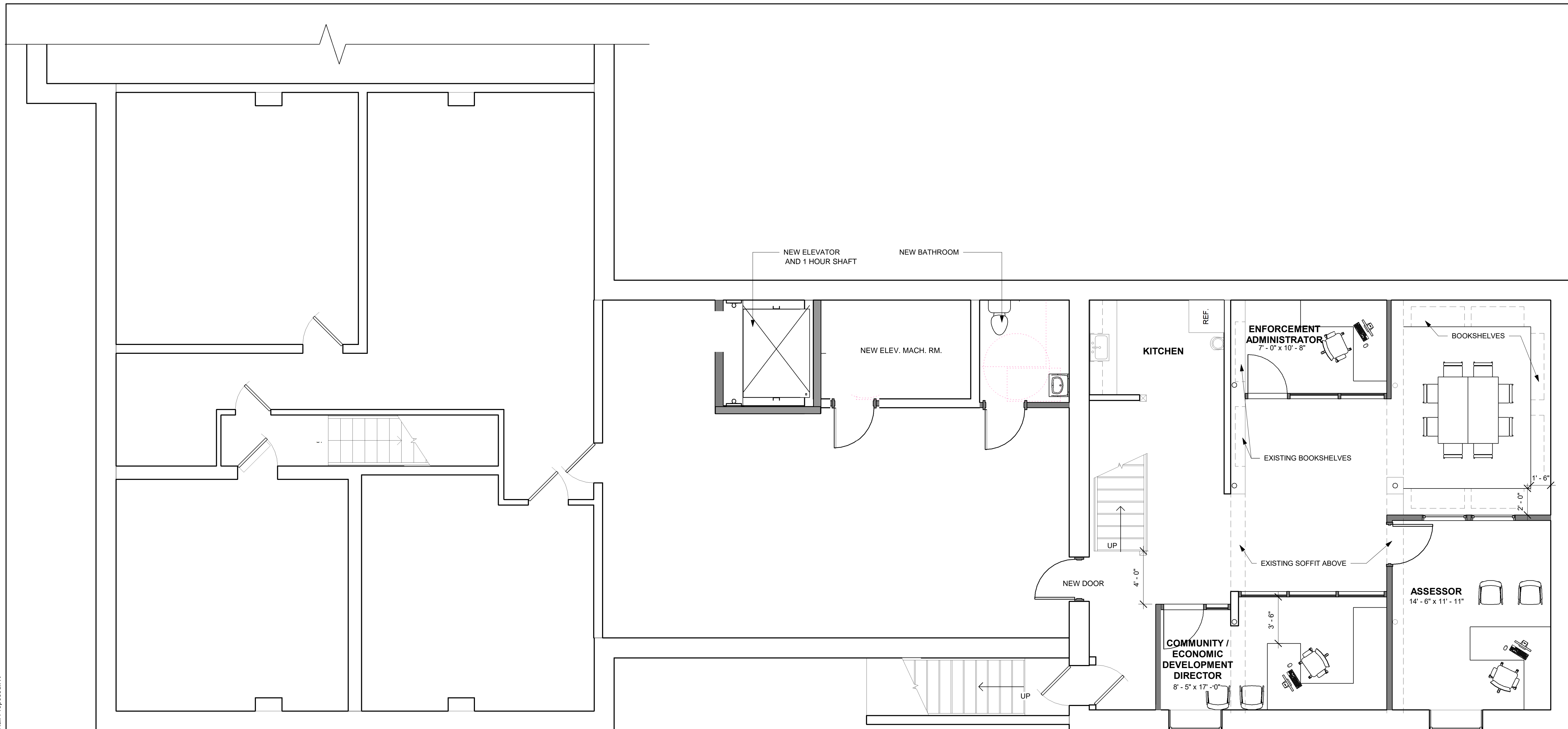
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1 PROPOSED BASEMENT PLAN OPTION 3
1/4" = 1'-0"

project name:

LINCOLN HALL
2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

scale:	1/4" = 1'-0"
project no.	21-1457
checked by:	JBA
drawn by:	NP/JN
date:	08/26/21

Date	Revisions
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sheet title:

PROPOSED
BASEMENT PLAN
OPTION 3

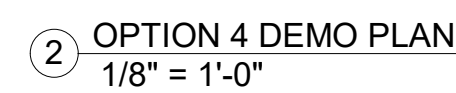
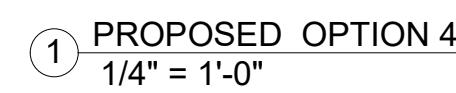
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A2.9



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name: LINCOLN HALL
2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

project name:

scale:	As indicated
project no.	21-1457
checked by:	JBA
drawn by:	JN
date:	08/26/21

Date	Revisions
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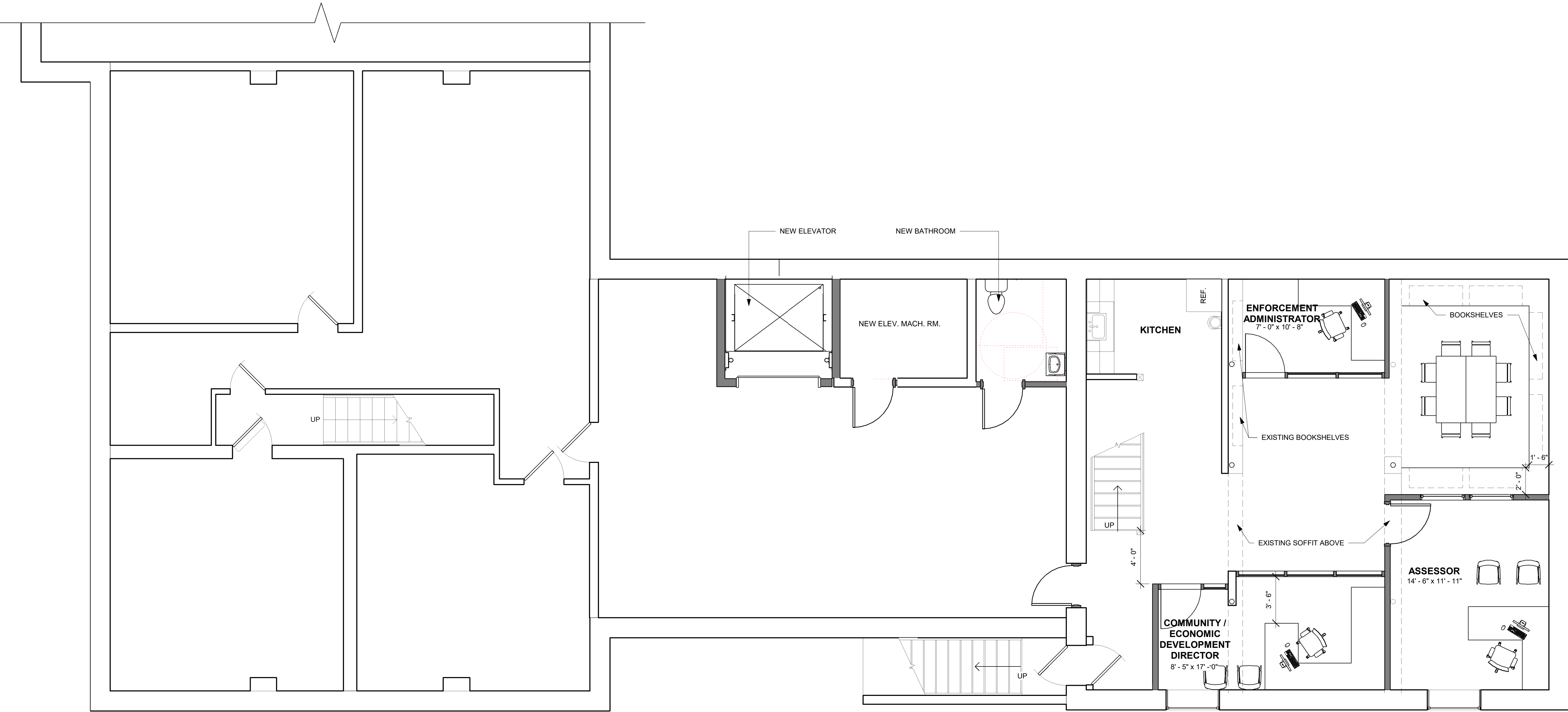
sheet title:

**PROPOSED PLAN
OPTION 4 FIRST
FLOOR**

sheet no.

A2.10

1 PROPOSED BASEMENT PLAN OPTION 4
1/4" = 1'-0"



project name:

LINCOLN HALL
2 LINCOLN STREET
ESSEX JUNCTION, VT 05452

scale: 1/4" = 1'-0"
project no. 21-1457
checked by: Checker
drawn by: Author
date: 08/26/21

Date	Revisions
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sheet title:
PROPOSED
BASEMENT PLAN
OPTION 4

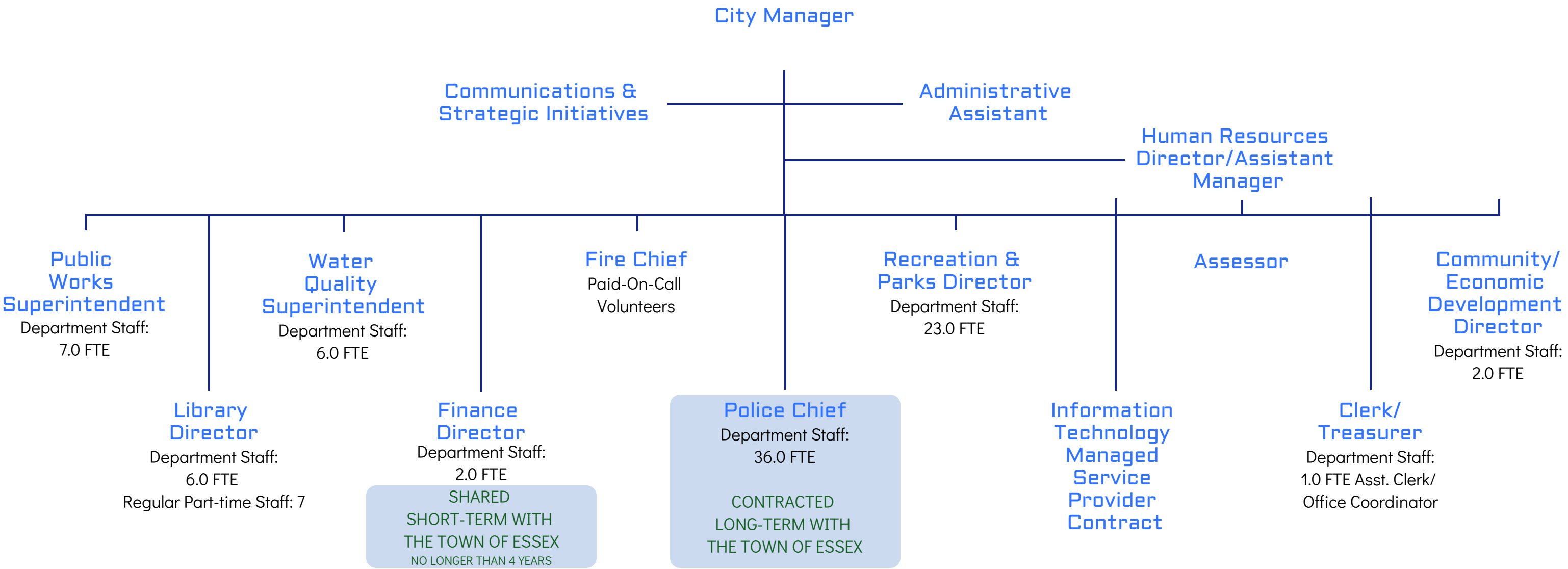
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PROPOSED

Organizational Chart
City of Essex Junction



- New Hires/Contracts Related to Independence:
- City Manager
 - HR Director/Assistant Manager
 - Assistant Clerk/Office Coordinator
 - Assessor
 - Contract: Information Technology Managed Service Provider

Note: This chart is for showing how things could be organized and staffed to efficiently support the work of the city. 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.



Essex Junction Independence Frequently Asked Questions

Questions about forming a city

Is there a precedent for what the Village is trying to do? Can a village even legally separate from a town?

Yes - to both questions.

There are 9 cities in Vermont, most of which were formerly incorporated villages. In the last century, 3 cities were approved by the Legislature. Newport separated from the Town of Newport in 1918. Winooski separated from the Town of Colchester in 1922. South Burlington initially became a town in 1864, when the Village of Burlington separated from the Town of Burlington; the Village of Burlington became a city, and the Town of South Burlington was born. South Burlington became a city in 1974. You can read more about this at the Secretary of State's [website](#).

Why do we have to become a city? Why can't we remain the Village of Essex Junction? Could we become a town?

In Vermont, villages do not exist outside of towns. If a village separates from its parent town, it becomes a city. In Vermont, there is no other option but to become a city if we vote to separate from the Town of Essex.

Here is a [list](#) of all the current and former villages in Vermont. Many villages became unincorporated (or "dissolved") and were absorbed into their parent towns. The villages that separated became cities.

Does the Village of Essex Junction government have the expertise and resources to become a city?

Yes. The Village has been operating as a full service, self-governing, and self-sustaining municipality since 1893.

Right now, the Essex Junction government owns and operates all the public works utilities, service equipment, water and sewer lines, and pumping stations within the Village. It owns and maintains all the streets, sidewalks, bridges, parks, walking paths, and other public infrastructure within the Village.

If it's not from us, it's not official.





Essex Junction Independence Frequently Asked Questions

The Essex Junction government presently has full authority over its own ordinances, building and zoning regulations, municipal planning, community and economic development, engineering and legal services, and capital expenditures. It has its own seat on the governing boards of the regional planning commission, solid waste district, and water district. It procures its own bonds and interfaces directly with state and federal agencies. It owns and operates the administrative offices at Lincoln Hall, the Essex Junction Fire Department, the Essex Junction Wastewater Treatment Plant, the Brownell Library, Essex Junction Recreation and Parks, and the Senior Center. The Essex Junction community elects its own representatives to the Vermont Legislature.

The only major service the Town of Essex provides within the Village of Essex Junction is the Essex Police Department, which is why the Trustees and the Town Selectboard have tentatively agreed to negotiate a contract for continuing Town police service within Essex Junction after separation.

The only hurdles for becoming a city are (1) voter approval and (2) legislative approval at the state level and its related political challenges (see the question about what happens after we vote on the charter). There are no financial, operational, or technical barriers preventing Essex Junction's transition from village to city.

If we became a city, how would we compare with other Vermont cities?

The City of Essex Junction would have about 11,000 people living within 4 square miles, with a total estimated budget of about \$9.5 million. It would be Vermont's fourth largest city by population after Burlington, Rutland, and South Burlington.

By comparison, the City of Barre has about 8,500 people within 4 square miles with an FY22 budget of \$12.8 million. The City of Montpelier has about 7,300 people in 10 square miles with an FY22 budget of \$14.4 million. The City of St. Albans has about 6,900 people in 2 square miles with an FY22 budget of \$9 million. The City of Winooski has about 7,300 people in 1.5 square miles with an FY22 budget of \$8 million.



Essex Junction Independence Frequently Asked Questions

The Village's present budget is \$5.6 million. If the new city budget is \$9.5 million, won't that require a large tax increase for Essex Junction taxpayers?

No. The money Essex Junction property owners save by no longer paying taxes to the Town of Essex will offset the cost of a new city budget and may even result in a net tax savings.

Essex Junction property owners will pay \$3.7 million in taxes this year to support the Village's \$5.6 million budget, and they will pay \$6.1 million to the Town of Essex to help pay the Town's \$15.9 million budget. Exact numbers can't be known at this time but the total \$9.8 million paid out by Essex Junction taxpayers for municipal services this year exceeds the estimates of the new City of Essex Junction budget. It's important to note that the Village and the Town, like most municipal governments, acquire revenue from a variety of sources other than property taxes, such as grants and fees. The new City of Essex Junction will probably not require \$9.5 million in property taxes to fund a \$9.5 million budget.

Questions about the charter and the process of separation

When do we vote on separation? Is it in person at the polls or will we vote by mail?

At their August 24th meeting, the Trustees voted unanimously to hold the separation vote by mail-in ballot. Also, the polls will be open for voting on Tuesday, November 2nd, 2021 at Essex High School from 7 AM – 7 PM.

What happens after we vote on the charter?

All municipal charters must be approved by the Vermont Legislature and the Governor. A passing vote by Village residents will kick off a [state-level process](#) that has many steps.

Here is a summary of the steps that will follow a positive vote by the Village:

1. The voter-approved charter is submitted by Essex Junction's state representatives to the House Government Operations Committee (HGO).
2. HGO will take testimony on the charter, consider/debate it, and decide whether to approve or reject it. They can also make changes to the charter itself. The charter will



Essex Junction Independence Frequently Asked Questions

also be vetted by Legislative Council (the attorneys who serve the Legislature) and they will provide commentary and flag any issues.

3. If HGO approves the charter, it then goes to Senate Government Operations (SGO).
4. SGO can take testimony on the charter, consider/debate it, and decide whether to approve or reject it. They can also make changes to the charter itself.
5. Because separation would impact the taxation of both municipalities, the charter will most likely also go before the House Ways & Means Committee and Senate Finance Committee. These are the two legislative committees responsible for taxation. They would also have the ability to make changes to the charter or reject it.
6. If SGO makes changes to the charter, it must go back to HGO again for their approval.
7. After both HGO and SGO have approved the charter, it then goes to the full House for approval.
8. If the House approves the charter, then it goes to the full Senate for approval.
9. If both the House and Senate approve the charter, then it goes to the Governor for approval. The Governor can veto the charter.
10. If the Governor approves the charter, then it goes into effect and the City of Essex Junction would be created according to the charter's terms.

The charter can be revised by any of the state legislative bodies that touch it. It can be rejected by a committee and sent back to the Trustees for any number of reasons. Delays could prevent it from being considered for a few weeks or months, a year, or even until the next legislative session. Even if it clears both the House and the Senate, the charter could be vetoed by the Governor.

The reason the Legislature and the Governor have so much influence in this process is because Vermont is a "[Dillon's Rule](#)" state. This means that all Vermont municipalities are instruments of the state and cannot make certain decisions on their own without legislative approval.

Citizen advocacy by those in favor of separation at the local and state level is likely to be an important factor in its success or failure. The Town Selectboard may oppose separation and seek to prevent Essex Junction from becoming a city that would no longer pay taxes to the Town. The Legislature may give the Selectboard an opportunity to testify and explain any opposition or objections they have. The Selectboard could also initiate legal challenges to separation on their own or be petitioned to do so by Town citizens.



Essex Junction Independence Frequently Asked Questions

Village residents can reach out to legislators and committees to share their support of the charter's passage. There will be opportunities to testify in support of the charter. High turnout at legislative meetings and frequent communication with the Legislature will have impact.

However, there are also citizens in the Village and the rest of the Town of Essex who do not want to separate. They have the same opportunities for advocacy that people who want the charter to pass have. The Town Selectboard and the Vermont Legislature will be lobbied heavily by people who do not want the Village to separate.

A charter change initiative for transitioning from village to city has many hurdles to overcome. Residents should not feel assured of success if the November vote passes. That is simply the first step in the next part of the process. However, this is an opportunity for Village residents to strongly advocate for our community's future and come together in large numbers to achieve success by positively and clearly telling the Legislature that they want the charter to pass.

Does the Town have to also vote on separation? Can the Town stop us from separating?

The November 2021 vote will be for Village of Essex Junction residents only.

As mentioned above, the Town Selectboard and citizens advocating against separation could potentially influence the legislative process against passing the charter.

There is precedent in Vermont that a village can vote by itself to separate from its parent town. There are other instances when a village and a town both voted and separation was defeated. You can learn more about this at the Secretary of State's [website](#).

I have been hearing about breaking us up into voting districts--is that part of separation? What happens to our Trustee and Selectboard representation post-separation?

If the Village separates from the Town, the Town Selectboard would no longer represent the Village in any way. The City of Essex Junction would have a city council. The councilors would be elected at-large.

After separation the Town Selectboard would represent only the residents of the Town, within the new borders that would be established by the separation of the Village. Former residents



Essex Junction Independence Frequently Asked Questions

of the Village within the Town would now solely be residents of the City of Essex Junction. They would no longer be Town residents and would no longer be allowed to serve on the Selectboard.

The Village Trustees recently decided that the new city council would be elected at-large. This means that all city councilors would be elected by all residents of the City of Essex Junction, and all city councilors would represent the entire City. This is how Village Trustees are currently elected. There would be no voting wards. However, the charter calls for a future governance commission. Specifically, the charter says, “Within three years after the approval of this Charter by the legislature, the Council shall appoint a special commission to study governance considerations such as, but not limited to: form of government, election of officials at-large or through wards/districts, governing body composition, term of office, term limits, and councilor compensation.”

Questions about municipal services

Would I still be able to use the Essex Free Library if we separate?

Yes. Like all Vermont public libraries, anyone can go to the Essex Free Library as well as the Brownell Library. As for borrowing books, both libraries are members of the Chittenden County homecard system, which allows library card holders at 27 different libraries to borrow books from each other’s libraries. Here is a [list of all the libraries in the homecard system](#).

Will we be able to have the same access to Indian Brook we have now? What about Saxon Hill and other Town parks?

Currently all Town [parks](#) except Indian Brook Park have open access. Anyone can use them, regardless of where they live. This is also true of all Village parks.

Indian Brook Park [currently sells season passes](#) that are only available for Town residents. New in 2021, non-Town residents can purchase day passes, which would provide future City of Essex Junction residents access to the park. However, given our history and the financial support of the park by Village residents, the Village Trustees and Town Selectboard will be discussing how to handle access to Indian Brook Park by Village residents after separation, as well as parks and



Essex Junction Independence Frequently Asked Questions

recreation services in general. We will update this answer once there is a decision regarding this topic.

What will happen to the Senior Center and the Senior Van? Will there be changes?

Currently the Village and Town provide senior services jointly. The [Senior Center](#) is housed in the Village Offices at 2 Lincoln Street. The Town provides the [Senior Van](#) service. The Village and Town share the cost of Senior Center staff. Keep in mind that Village taxpayers pay for 42% of the cost of this service. Town residents have a lower membership fee than non-residents.

The Village Trustees and Town Selectboard will be discussing how to handle senior services after separation. We will update this answer once there is a decision regarding this topic.

What's the plan for the police?

Currently, there is general agreement between the Village Trustees and Town Selectboard that after separation both municipalities will share the services of the [Essex Police Department](#) so that there is no change in how residents are served. The police department has stated they recognize and appreciate their commitment to the Village and are committed to serving both the Village and the Town.

Both boards will be discussing how to handle the cost of police services after separation. We will update this answer once there is a decision regarding this topic.

What new services would the Village have to start offering that the Town usually provides?

There are a few administrative services that the Town provides for the Village that the Village would have to take on after separation.

New services that the Village currently does not provide for itself include offering animal licenses, marriage licenses, and the office of Health Officer. In addition, the new governing board of the City of Essex Junction would also serve as its own Liquor Control Board to grant liquor licenses and would adjudicate dog bite cases.



Essex Junction Independence Frequently Asked Questions

Village taxpayers currently pay for the services of the Town assessor. The Village Trustees are currently discussing with the Town Selectboard whether to continue sharing that service after separation, or to hire or contract out the services of an assessor.

What will happen to the Wastewater Treatment Facility after separation? Will separation affect my sewer or water bill?

Separation will not affect water or sewer bills.

Essex Junction purchases its water from the Champlain Water District, which it resells directly to Village residents and businesses. This will continue after separation. Essex Junction owns and operates the community wastewater/ sewage treatment facility and will continue to do so after separation. The Town of Essex and Town of Williston purchase water treatment service from the Essex Junction facility and will continue to do so after separation. Separation will not affect their rates.

Questions about the school district and school taxes

Will separation affect the school district? Would the school district also have to separate?

Separation will not affect the school district or school operations, and the school district would not have to separate. Essex Junction schools are part of the Essex Westford School District, which functions as an entirely separate municipal operation from the Essex Junction, Town of Essex, and Town of Westford governments.

Questions about municipal taxes

Would I still have to pay taxes to the Town? Would we go back to getting 2 different tax bills?

During the first year after the Charter is signed into law by the Governor, City residents will pay taxes to the Town of Essex. After that, any money paid to the Town would be only for a contracted service, paid for through the City budget, and through City taxes.” If the Village



Essex Junction Independence Frequently Asked Questions

separates, residents would receive only one tax bill that would include both municipal and education taxes.

Village residents voted to approve the building of the Essex Police Department facility and will have to continue paying off that bond along with Town outside the Village residents. That bond will be paid off in 2033 and then Village residents would no longer have to pay it.

If the Village Trustees and the Town Selectboard agree to share some services after separation—like police services--then there would be a financial agreement between the two municipalities and Village residents would pay for their share of those services through City taxes.

If the Village separates, residents would receive only one tax bill that would include municipal and education taxes, but only for the new City. Any taxes still owed to the Town would be included in your City taxes.

Is it true that Essex Junction depends on Global Foundries for tax revenue and that an independent City of Essex Junction would suffer if Global Foundries closed?

No. Essex Junction and the Town of Essex no longer rely heavily on Global Foundries (formerly IBM) for tax revenue.

Prior to 2012, IBM's assessed property tax value was significantly reduced and its tax subsidy to the Village and Town was phased out. Global Foundries currently comprises about 8% of Essex Junction's Grand List (total taxable property), but if the plant were to be sold or cease operations, the industrial park would retain most of its assessed value and the owner would still be required to pay Essex Junction property taxes.



Essex Junction Independence Frequently Asked Questions for Businesses

What will happen to my business property taxes if Essex Junction becomes a city?

They will decrease slightly or remain about the same. No increases are expected.

Right now, the commercial property tax rate in Essex Junction is significantly higher than in the Town of Essex outside of Essex Junction. This is because owners of commercial properties in Essex Junction currently pay taxes to the Essex Junction government *and* the Town of Essex government. After separation, Village businesses will pay taxes only to the Essex Junction government. The Town of Essex will stop taxing properties in Essex Junction.

The new Essex Junction city government will need to increase some expenditures to replace administrative and clerical services once provided by the Town of Essex. But this increase will be offset by the overall tax decrease from no longer paying taxes to the Town. The exact difference between increase and decrease can't be calculated at this time, but the net effect is projected to be a tax savings for Village commercial property owners.

I don't own a building but I rent space. What will happen to my rent?

No changes are expected. Changing Essex Junction's legal status from an incorporated village to an incorporated city will have no direct impact on commercial or residential rents.

Can I expect the same level of fire and police services?

Yes. The Essex Junction Fire Department will continue operating as usual, and the current mutual aid agreement with the Town of Essex Fire Department will remain in place. Currently the Town of Essex pays the full per capita cost of Essex Rescue services for the entire Town including the Village. The new city would have to pay for those services on its own.

The Essex Junction Trustees and Town of Essex Selectboard have agreed to negotiate a contract to continue providing Essex Police services inside Essex Junction. Both sides are motivated to reach an agreement because of the considerable cost savings from a shared police department and because the Town of Essex police facility is located in Essex Junction.



Essex Junction Independence Frequently Asked Questions

Will I have to pay more for water/sewer?

No. Essex Junction's water/sewer services are financed and regulated separately from other municipal services such as fire, police, and street maintenance. Water/sewer bills are based on wholesale water charges from the Champlain Water District and the operating costs of the Essex Junction water treatment plant. None of this will be affected by changing Essex Junction's legal status from village to city.

Will separation change parking regulations? Is the Village going to add parking meters anywhere due to separation?

No and no. Essex Junction already has full legal authority over parking regulations within the Village's boundaries. Separation won't change this. The Essex Junction Trustees and staff could install parking meters in the Village downtown right now to prevent illegal long-term parking and free up more space. So far they have chosen not to do so but may reconsider the question if parking conditions worsen, regardless of whether separation happens.

What will happen in terms of economic development if separation happens? How would separation affect Village Center growth?

Separation would channel more local resources into economic development and downtown revitalization.

Commercial property owners in Essex Junction currently support the Essex Junction community development office *and* the Town of Essex community development office. The two offices sometimes collaborate on overlapping areas of interest, but each is mainly concerned with promoting business growth in the areas within the jurisdiction of their respective governments. For Essex Junction, this means anywhere within the boundaries of the Village, with a primary focus on the Village downtown, the Pearl Street/Champlain Valley Expo corridor, and the Global Foundries Technology Park.

With their tax dollars, Essex Junction commercial property owners also help pay for Essex Junction *and* Town of Essex capital infrastructure (streets, sidewalks, bridges, stormwater utilities, etc.) that provide the base for business development. However, commercial property



Essex Junction Independence Frequently Asked Questions

owners in the Town of Essex outside Essex Junction only support the community development efforts of the Town outside of the Village, and only support capital infrastructure costs of the Town outside of the Village. They do not support community development or infrastructure improvement in the Village. Both the Essex Junction and Town of Essex governments offer tax incentives for commercial property improvements in the form of tax stabilization. This would not change with separation.

The unequal tax burden Village commercial property taxpayers bear and the unequal allocation of resources has the effect of prioritizing business growth in the Town at the expense of the Village. It is one of the main reasons the Essex Junction Trustees pursued merger to change the status quo relationship of the Village and Town, and is now one of the key reasons they support changing Essex Junction's legal status from village to city.

If Essex Junction becomes a city, commercial property owners in Essex Junction would no longer pay taxes to the Town of Essex. Municipal property taxes collected within Essex Junction would be directed entirely to supporting Essex Junction city services, business development, infrastructure improvement, and downtown revitalization.

I'm concerned that if we separate, Essex Junction will end up like Winooski, with no more space to develop, resulting in a shrinking revenue base. How would the Village deal with that?

Open, undeveloped space isn't necessary for growing a revenue base. Also, Winooski's financial situation is due to its bonded debt and not to its lack of open space.

If open space translated directly to economic growth, most towns across northern New England and New York would be wealthy, and not competing with each other for investment. Businesses seek to locate near population centers, where they can tap into the labor supply and have access to utilities and transportation.

Most Vermont cities and towns today are more concerned with preserving their open space than with developing it for commercial use. Most try to concentrate industrial growth in designated areas—industrial zones—that have already been partially developed, have immediate access to utilities and transportation, concentrate growth away from areas



Essex Junction Independence Frequently Asked Questions

designated as open space, and limit the impacts of development on areas of open space. The Global Foundries Technology Park in Essex Junction is considered Vermont's premier industrial park, with excellent access to transportation and utilities, including the state's only water treatment plant licensed for industrial use, and with many acres of available open space to accommodate growth for decades to come. It is set apart from the Village Center and its zoning prevents its expansion.

Essex Junction is one of the state's leaders in revitalizing its historic downtown, with a focus on high quality, multi-story, mixed use (commercial and residential) buildings providing affordable living space for Chittenden County's younger workforce. It has achieved these improvements and attracted investors without resorting to bonds or incurring substantial debt.

Since 2000, Essex Junction has gradually shifted its reliance away from IBM (now Global Foundries) to residential and other commercial properties, with a strategy of providing high quality cultural, educational, and recreational facilities, local walkability and connectivity, well maintained infrastructure, and other "quality of life" amenities that people are willing to support with their local tax dollars. Essex Junction is one of a handful of Vermont communities that has seen a steady increase in population of school-age children at a time when others are experiencing declining school populations.

The Essex Junction municipal government has among the highest and most stable tax bases relative to other Vermont communities of its size and, based on recent and past performance, it should see steady, sustainable growth for many years to come.

Will the Crescent Connector still happen if we separate?

Yes. The Crescent Connector—a new road slated for the Village Center that will allow traffic to bypass Five Corners—is an entirely local transportation improvement project supported by the Chittenden County Regional Planning Commission and funded by the Vermont Agency of Transportation. The Town of Essex is not involved with the project and separation will not affect it.



Essex Junction Independence Frequently Asked Questions

Is a local option tax part of separation?

No. The State allows local communities to levy local sales taxes on goods and services to raise revenue to fund their municipal expenditures. The elected boards of Essex Junction and the Town of Essex have had ongoing discussions about jointly adopting a local option tax and sharing the revenue. Discussions could continue and an agreement could be reached regardless of Essex Junction's separation effort. But there is no direct link between separation and a local option tax.

Would I still have to go to the Town of Essex to get my liquor license if we separate? What if I want to sell cannabis products?

The new City of Essex Junction will take over the responsibility of approving liquor licenses for businesses within the city. State regulations about cannabis products aren't clear at present, but any local municipal oversight of cannabis sales would come under the jurisdiction of the Essex Junction city government.

Would we still use the Town for health inspections or code violations?

The Town of Essex' Health Officer (a statutorily required, appointed position) currently provides health and safety inspections in Essex Junction. This is one of the administrative services it provides in return for the tax revenue it collects from Essex Junction. This position might be one of the services the two governments share as a cost-savings/efficiency measure, after separation. If not, the Essex Junction government would have full authority to appoint its own Health Officer to perform health and safety inspections.

If separation happens, would the approval process for building a new building or adding on to a building change? Will permit requirements change and/or permit fees increase?

No and no. Essex Junction currently has full jurisdiction over all aspects of construction permitting and approval within the Village, including fee structures, building and development codes, and zoning regulations. The Town of Essex has no jurisdiction over any aspect of building, construction, zoning, fees, or permits within the Village boundaries. Separation would



Essex Junction Independence Frequently Asked Questions

not change this, nor would separation require any kind of reorganizing or restructuring of Essex Junction's building/permitting/zoning regulations.

What will happen to Village land records if we separate? Would I still have to go to the Town Office for Village land records?

Land records relating to transactions prior to separation would remain in the Town of Essex vault. Land records relating to transactions occurring after separation would be stored in the Essex Junction vault at Lincoln Hall.

Will there be any changes regarding the Chittenden Solid Waste District that would affect my business' use of the Essex dump?

No. Chittenden County residents and businesses may use any CSWD facility.

How will separation impact capital projects like road and water line repairs?

No. Essex Junction currently handles all its own capital spending and this won't change with separation.

Essex Junction funds and manages all of its own capital projects. Essex Junction businesses contribute to these capital expenditures with their property tax dollars. The Town of Essex also taxes Essex Junction businesses to help pay for its capital projects located outside of Essex Junction. However, the Town of Essex provides no financial support for Essex Junction's capital projects.

After separation, the Town of Essex will no longer be allowed to levy taxes inside Essex Junction, and Essex Junction businesses will no longer be taxed by the Town to help pay for capital expenditures outside of Essex Junction. For this reason, Essex Junction businesses could see an overall reduction in their municipal property tax bill after separation.



Essex Junction Independence Frequently Asked Questions

Would the Village continue to levy an economic development tax (what is referred to as the "penny tax")? If so, what would be done with it to benefit Village businesses?

The Village currently uses the approximately \$120,000 raised by the economic development tax each year to help fund thoughtful growth and sustainable development in the Village Center. Some recent investments include a small parcel at Five Corners which will become a pocket park/greenspace, and free public parking space for 30 vehicles. Essex Junction voters recently approved a 3-year extension of the tax, which will probably extend through the transition from village to city. The tax will sunset after 3 years unless it's re-approved by the voters.

Will the sidewalks in front of my business continue to be plowed?

Yes. The Essex Junction Public Works Department and all of its operating policies and schedules have always been under the jurisdiction of the Essex Junction government and Village Trustees. Transitioning from village to city will not change this.

Would there be any changes to the Green Mountain Transit bus routes or overall service we get from GMT?

No changes are anticipated with separation. Instead of contributing to GMT operations indirectly through its tax payment to the Town of Essex, Essex Junction would contribute to GMT directly. This would not change local GMT service. However, GMT continuously reviews and revises its bus routes to optimize its customer service, so bus routes can always change regardless of Essex Junction's status as a city or village.

If we separate, would the Village maintain its state Village Center Designation and Neighborhood Area Designation? As a developer/business, would I still be able to access the benefits of these programs?

The Trustees have contacted the Vermont Agency of Commerce & Community Development to request that Essex Junction's Village Center and Neighborhood Development Area designations be transferred to the new city. The state's Downtown Development Board will review the request and make a ruling at the end of September.



Essex Junction Independence Frequently Asked Questions

I really just don't want to separate. I just want us to stay as one Town of Essex. Merger didn't happen, so why can't things just stay the way they are?

The Essex Junction Trustees firmly believe the imbalance of tax burdens between Village and Town residents is unacceptable in terms of good governance, and unsustainable in terms of our financial health and quality of life. Right now, Village households pay, on average, \$925 more per year to help support the Town of Essex government while also supporting their own local Essex Junction government services. With our current Village-Town arrangement, this disparity increases as the Town beyond the Village grows. If merger isn't possible, separation is the only permanent way to change the arrangement.

The development we've seen in the Five Corners area, and in other parts of the Village, needs to be managed carefully, which requires local investment. Our Village infrastructure – streets, bridges, culverts, sidewalks – needs constant monitoring and upkeep. To finance these costs, the Trustees must continually choose between raising taxes on already overburdened Village taxpayers, borrowing money, or putting things on hold with the hope that federal or state grants, or other revenue sources, will come our way. “Staying the same” – with no merger or separation – means this problem will only grow worse as the Town continues to draw more and more revenue from the Village to pay for its own needs outside the Village. Separation will redirect Village tax dollars to only pay for Village needs – like every other Vermont community – while still delivering tax relief to our citizens.

Isn't Essex Junction just an overlay district or special taxing district of Essex Town?

No. Like every other charter-incorporated city, town, or village in Vermont, Essex Junction is a full-service municipal government, empowered to raise taxes to provide all municipal resources its citizens require. The entire network of the Village's municipal service infrastructure – streets, sidewalks, bridges, water and sewer lines, parks, recreation, library, fire department, water treatment plant – was built by Essex Junction taxpayers and comes under the sole jurisdiction of the Essex Junction government.

The main difference for incorporated villages is that they must exist within the geographic boundaries of a town, and village citizens are considered citizens of the town and must pay property taxes to the town even if town services are not provided within the village. Incorporated villages exist all over Vermont.

If it's not from us, it's not official.





Essex Junction Independence Frequently Asked Questions

Overlay districts and taxing districts are sections of cities and towns specially zoned for environmental or historic preservation purposes, or for providing a particular service unavailable to the rest of the community.

Like any other city or town, such as Winooski or the Town of Essex, Essex Junction has full authority to write ordinances, own municipal property, regulate its zoning and development, receive federal and state grants, and interact directly with county, state, and federal agencies.

All of Essex Junction's major services – fire, library, street department, water & sewer, parks & recreation – predate their counterparts in Essex Town. Essex Junction transferred control of its police department to the Town in the 1970s, with the understanding that it would serve the entire community, to avoid having its taxpayers fund a Village police department and a separate Town department.

Other than police, the Town of Essex provides some administrative and clerical services for the Village, such as the property assessor, liquor licenses, and health officer, and it pays some intergovernmental costs (such as county taxes) that Essex Junction would be required to pay as an independent city.

Why doesn't Essex Junction just dissolve its charter and force a merger with Essex Town?

The Vermont Legislature must approve changes to municipal charters, including dissolutions, and the Legislature would not allow Essex Junction to walk away from its debts, assets, contractual obligations, and other responsibilities by simply dissolving its charter.

The Town of Essex has never owned the Village's assets or properties, so it wouldn't automatically acquire them by default if the Village charter was dissolved. Nor would the Town be required to fund and operate Essex Junction's current municipal services, such as fire, library, and recreation.

The Legislature would dissolve Essex Junction's charter only if there were a comprehensive and binding legal agreement for an orderly transfer of assets and responsibilities between Essex Junction and the Town of Essex. The municipal merger charter that was rejected by Town voters earlier this year contained such an agreement.



Essex Junction Independence Frequently Asked Questions

There have been discussions about new personnel that would need to be hired if we became a city, like a Village/City Manager, CFO or other finance personnel, HR Director/Assistant City Manager and others. Are these positions going to be filled from current staff or will they be new employees and, therefore, added costs?

There will be a mix of continued positions and new positions. Staff in the current Town-Village unified administration would be eligible for all positions. The Trustees anticipate that a fully independent city government will require restructuring the current unified administration, and possibly creating a few new positions, but the overall cost to Essex Junction taxpayers is anticipated to go down. It is possible that the impact on Village taxpayers could be neutral or a slight increase, but this would depend on the extent of the restructuring.

Village taxes will change because Essex Junction property owners will no longer be taxed by Essex Town to help pay its administrative costs. Essex Junction residents will only be required to fund city services. The Trustees don't have a precise estimate yet, but they are confident the per-household cost savings should offset any new administrative costs.

Splitting the current Town-Village unified administration into two smaller administrations may require creating new positions, but it will also eliminate some positions and costs. For example, the Town of Essex information technology office currently has three full-time employees with a total budget of \$434,470. Such a large operation may be necessary to serve two governments, but estimates show that the new City could provide excellent IT service for much less than the Village's current \$182,477 (42%) share of the Town's IT expenditures. Larger size doesn't always create efficiencies. The Trustees believe there are other significant costs incurred from operating a large, unified administration that can be reduced or eliminated by separating from the Town of Essex.

If we separate, would we still have to go to the Town of Essex for a marriage license or a dog license? Would the Town Selectboard still handle issues with dogs?

No. With separation there would be a new City Clerk, who would offer all the same services that the Village Clerk once provided, with the addition of issuing marriage licenses and dog licenses. The City Council would have the responsibility for dog issues, including maintaining leash laws and hearing dog bite cases.



Essex Junction Independence Frequently Asked Questions

Are Town trucks going to come through a Village neighborhood to plow part of a road for houses located in the Town?

No. There are no Village or Town neighborhoods fitting that description. The only roads connecting the Village and Town are state highways: Routes 15, 117, and 2A. There are no secondary roads connecting Village and Town neighborhoods and no neighborhoods straddling the Village-Town boundary.

The Town has spent a lot of money renovating 81 Main Street. Lincoln Hall access and parking are challenging. How do staff feel about returning to Lincoln Hall? Will the Village/City want to build a new, more accessible office, possibly incurring more costs?

Village staff and the Trustees feel uniformly excited by the prospect of returning historic Lincoln Hall to its role as the vital hub of Essex Junction government. The Trustees anticipate that alterations to the building will be necessary to accommodate a larger staff and more public activity. We are also working with local developers to increase the number of nearby public parking spaces. The Trustees have always restrained their spending on the building out of concern that Village taxpayers are required to support Essex Town's capital expenditures as well as the Village's. If separation is successful, the overall cost savings would help fund Lincoln Hall renovations while still delivering a tax savings to Essex Junction property owners.

There are anti-separation and anti-merger folks in both the Village and the Town outside the Village. Currently the Boards are working together. What happens if we end up with "anti-whatever" people on one or both boards? How will that impact the shared services, particularly police?

Both the vote for separation and, if successful, consideration by the Vermont Legislature will occur before the Village and Town annual elections in the spring of 2022. Barring unforeseen circumstances, the current membership of the two boards will remain as it is through the pivotal periods of the Village's separation effort.

If the Village becomes a city, it's always possible that elected officials on either side could seek to overturn any inter-municipal agreements established by the current boards. But inter-municipal agreements, such as sharing the cost of the police, are structured to benefit both



Essex Junction Independence Frequently Asked Questions

sides. Newly elected officials seeking to overturn such an agreement for political purposes, and thereby impose unnecessary spending increases and/or decreases in service levels on their community, would likely face significant resistance by other board members and voters.

Does the Champlain Valley Expo pay taxes to the Village? What will happen if the Expo sells off or develops part of its land? And how much of the land is in the TOV and how much is in the Village?

The Expo is a tax-exempt property and is not part of the Village's or Town's grand list properties for taxation. This is because of state statutes regarding agricultural venues, and not a local decision. Because it pays no property taxes, the Expo's status won't affect any cost sharing agreements between Essex Junction and Essex Town.

The Expo provides Essex Junction \$15,000 annually as a payment in lieu of taxes (aka PILOT), and it frequently makes its land and buildings available for public use--the most recent example being its serving first as an alternate hospital, then a testing site, and then a vaccination site throughout the pandemic.

All of the Expo's property is within Essex Junction. Any subdivision and sale of its properties would occur within the city boundaries, and any new opportunities for property tax assessments would be available only to the city.

How will the timing work for mail-in ballots for voters who are deployed? Currently it takes about 3 to 4 weeks for mail to get to service members overseas, and 3 to 4 weeks to get back. If the vote is November 2nd, will there be enough time for them to vote absentee?

For most deployed military personnel and civilians overseas, ballots are emailed. Once they receive it they must print the ballot out, mark it with their vote, and then mail it back via regular mail. Deployed service members should put in a request for a ballot to be sent to them electronically in order to get the ballot delivered as soon as possible after it is ready.

Deployed service members can request an electronic ballot by contacting the Village/Town Clerk's Office at 802-879-0413 or clerk@essex.org. Requests can be made now, no need to wait. The [Vermont Secretary of State's Office](#) has more information about early and absentee voting.



Essex Junction Independence Frequently Asked Questions

Who does what? I live in the Village but I'm confused about who provides my local services: Essex Junction or Essex Town? Please tell me which government provides the services I use and depend on.

- Street and Sidewalk Plowing and Maintenance – **Essex Junction**
- Maple Street Park and Cascade Park – **Essex Junction**
- EJP Daycare, After School Care, Rec Programs – **Essex Junction**
- Brownell Library – **Essex Junction**
- Senior Center/Senior Bus – **Essex Junction & Essex Town**
- Police – **Essex Town**
- Fire Department – **Essex Junction**
- Water/Sewer Line and Infrastructure Maintenance – **Essex Junction**
- Wastewater treatment – **Essex Junction**
- Community Development and Planning – **Essex Junction**
- Building permits & Zoning Variances – **Essex Junction**
- Business Licenses – **Essex Junction**
- Marriage Licenses, Dog Licenses, Liquor Licenses – **Essex Town**

Will there be any changes to the fire department? To Essex Rescue?

The Essex Junction Fire Department will continue operating as usual, and the current mutual aid agreement with the Town of Essex Fire Department will remain in place. Essex Rescue is an independent organization that will not be affected by separation. Currently the Town pays Essex Rescue for its services to both the Village and Town outside the Village. If separation occurs, the new City would pay Essex Rescue directly for those services.

What will happen to the fire truck we bought jointly with the Town if we separate?

The fire truck was purchased by Essex Junction and will remain with the Essex Junction Fire Department.



Essex Junction Independence Frequently Asked Questions

Will the two fire departments still assist each other when needed?

Yes, Essex Junction's mutual aid agreement with Essex Town, and other communities in Chittenden County, will continue.

How are public spaces going to change?

All public spaces and facilities currently owned by Essex Junction and Essex Town will continue to be open to the public as they've always been.

How are departments going to change?

No changes are anticipated for major departments such as fire departments, police, parks, public works, libraries, etc. Essex Junction will need to expand a few of its administrative services, such as finance and billing, to compensate for the loss of administrative services presently shared with Essex Town. These changes are expected to be minor.

Would becoming a city be a phased-in process?

Part of the administrative transition from Village to City may occur over several years, which means some of the cost impacts would be phased in.

Essex Junction's total municipal tax rate is \$0.86, which is third highest of the large communities in Chittenden County. Essex Town's tax rate, outside the Village, is \$0.54, which is the second lowest. The Tax rate is the number that's multiplied times a homeowner's property value to determine their tax bill. Although exact numbers can't be known at present, estimates show that Essex Junction will have an overall reduced tax burden and tax rate after separation, if current municipal operations and services are kept running at present levels, that will be comparable to other Chittenden County municipalities.

How would separation affect our tax dollars? Will our taxes go up?

Present estimates show that taxes will go down in Essex Junction. This is because Essex Junction property owners and businesses will no longer be required to pay for services in Essex Town, outside of Essex Junction. Municipal taxes collected within Essex Junction will exclusively pay for Essex Junction's municipal services and costs.



Essex Junction Independence Frequently Asked Questions



Essex Junction Independence Frequently Asked Questions

Besides money and taxes, what are some of the other reasons for separation?

Essex Junction is one of Vermont's fastest growing communities, according to the 2020 U.S. census report. Much of that growth is due to Essex Junction's excellent community planning and development strategy, which envisions a compact but dynamic, diverse, pedestrian-friendly downtown surrounded by well-maintained, walkable, safe neighborhoods. The Village has achieved this success while also financially supporting growth and development in Essex Town, which has an entirely different development strategy that doesn't include the Village. An independent city government can focus its full attention on managing growth within the four square miles of Essex Junction without concern for having local resources drained away by a neighboring government.

An independent city will also have a higher degree of control over municipal regulations and taxes within Essex Junction, and will be more competitive for investment. Right now, businesses considering locating in Williston, Colchester, or Essex Town outside the Village know they'll only pay taxes to one local government; businesses locating in Essex Junction know they'll pay taxes to the Essex Town government as well as the Essex Junction government. Becoming an independent city will make Essex Junction more affordable for businesses.

CITY OF ESSEX JUNCTION, VERMONT

CHARTER

Subchapter 1: Transitional Provisions

§ 101 Assignment and Assumption of Village assets and liabilities

- (a) All assets and obligations formerly owned or held by the Village not otherwise transferred shall hereby be assigned and assumed by the City of Essex Junction upon the effective date of this Charter. This shall include all real property, easements, rights, and interests in land, buildings, and other improvements; vehicles, equipment, and other personal property; rents, and charges, together with lien rights and enforcement powers; moneys, rights of action in legal or administrative proceedings; insurance policies; documents and records; debts, claims, bonded indebtedness; without any further act, deed, or instrument being necessary.
- (b) All contracts, agreements, trusts, and other binding written documents obligating the Village shall remain in effect on the effective date of the Charter, and the City of Essex Junction shall assume all the responsibilities formerly belonging to the Village unless previously allocated or otherwise specified.

§ 102 Transition Period

The Charter will become effective and the City of Essex Junction shall be established on July 1, following approval of the Charter by the Legislature. The transition period shall begin on July 1 following approval of the Charter by the Legislature and end no later than June 30, the year after approval of the Charter. During the transition period, the City of Essex Junction shall continue to receive and pay for consolidated services with the Town of Essex for administration, assessing, clerk/treasurer, finance, information technology, police, public works, and stormwater. The City Council shall set a tax rate and collect taxes to meet the obligations for the City's share of the Town of Essex municipal operations and all of the City of Essex Junction municipal operations throughout the transition period, per the budgets approved by the voters of the Town of Essex and the Village of Essex Junction (now the City of Essex Junction) the previous March and April. The taxes collected by the City for the Town of Essex shall be paid to the Town of Essex in two equal installments no later than October 15 and April 15. At the end of the transition period, the 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.

§ 103 Organizational Municipal Meeting

The first annual City Meeting shall occur on the date set forth by the voters at the most recent Village annual meeting, following approval of the Charter. This shall be a meeting of the City of Essex Junction and shall be noticed and warned to all residents of the City of Essex Junction. This meeting shall be for the purpose of presenting and discussing the budget only. Other 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 and the election of councilors shall be by Australian ballot and shall occur on the date set forth by the voters at the most recent Village annual meeting.

§ 104 Village Center and Neighborhood Development Area Designations

The Village Center District and Neighborhood Development Area, as designated in the Essex Junction Land Development Code, shall continue in the new City for the purpose of continuing the downtown revitalization efforts as outlined in the Village's 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.

§ 105 Governing Body

- (a) When the Charter becomes effective and the City of Essex Junction is established on July 1, following approval of the Charter by the Legislature, all members of the Village Board of Trustees shall become members of the City Council and shall continue to serve in their capacity and shall serve out their elected term. The president, vice president and clerk of the Council shall continue to serve in their capacities until the board re-organizes pursuant to section § 304(a) of this Charter.
- (b) The Councilors shall warn and hold meetings as appropriate. The Councilors shall address all details and issues relating to the transition from the Village of Essex Junction to the City of Essex Junction.
- (c) The Council shall review, consider and adopt all regulations, ordinances and plans from former Village of Essex Junction as its own.
- (d) The City Council, with the assistance of the City Manager and staff, shall propose and warn in the manner pursuant to this Charter, the first annual budget of the new City of Essex Junction for consideration by the voters at the first annual meeting.

§ 106 Budget and Administration

Following the approval of the Charter by the Legislature, the City Manager will propose a budget for the 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 incorporation of the City of Essex Junction.

§ 107 Separation of City and Town Department Transitional Provisions

During the transition period, the City Council shall hire a City Manager. The City Manager shall plan and hire for the separation of all consolidated departments with the Town of Essex by the end of the transition period, unless contracts are signed stating otherwise, in which case the contracts shall dictate the terms for the sharing of services between the City of Essex Junction and Town of Essex.

§ 108 Planning and Development

- (a) On the effective date of this Charter, the former Village plan, the former Village's zoning bylaws and Land Development Code, and any Village Ordinances shall remain in effect until amended or revised by the new City Council.
- (b) From the effective date of the Charter, the Village of Essex Junction Planning Commission and the Village of Essex Junction Zoning Board of Adjustment, shall become the Planning Commission and the Development Review Board of the City of Essex Junction, respectively.

§ 109 Appointed Commission and Committee Members

All current Trustee appointed commission and committee members shall serve out the remainders of their terms and new positions shall be filled upon the existing schedules and as they become available.

§ 110 Unification and Adoption of Ordinances, Bylaws, and Rules

On the effective date of this Charter, all ordinances, and bylaws of the Village of Essex Junction shall become ordinances and bylaws of the new City of Essex Junction. The City Council 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 Village of Essex Junction, such power is conferred upon the appropriate officer or officers of the new City of Essex Junction.

§ 111 Personnel

- (a) On the effective date of this Charter, all employees of the Village of Essex Junction shall become employees of 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.

- (b) The dates of hire with the Village of Essex Junction will be used as the dates of hire for purposes related to benefits with the new City of Essex Junction and all accrued benefits shall carry over.

§ 112 Finances

- (a) 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 and delinquencies incurred for the Village of Essex Junction prior to the effective date of this Charter shall be payable to the Town of Essex. Upon the effective date of this Charter, any City taxes due and delinquencies incurred shall be payable to the City.
- (b) All existing contractual agreements, including but not limited to tax stabilization agreements and any agreements related to the conveyance of real property, within the Village of Essex Junction shall hereby be assigned to the City of Essex Junction.

§ 113 Future Governance Commission

Within three years after the approval of this Charter by the legislature, the Council shall appoint a special commission to study governance considerations such as, but not limited to: form of government, election of officials at-large or through wards/districts, governing body composition, term of office, term limits, and councilor compensation.

§ 114 24 App. V.S.A. 221 (Village of Essex Junction Charter) is repealed.

Subchapter 2: Incorporation and Powers of The City

§ 201 Corporate Existence Retained

Notwithstanding the provisions of any other municipal charter, the inhabitants of the Village of Essex Junction, within its corporate limits, shall now 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 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.
- (e) In this Charter, mention of a particular power shall not be construed to be exclusive or to restrict the scope of the powers that the City of Essex Junction would otherwise 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, 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

§ 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 members.
- (b) All members shall reside within the boundaries of the City of Essex Junction to be elected by the qualified voters.
- (c) The term of office of a City Councilor shall be three years and terms shall be staggered.

§ 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 § 304(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 president of the Council or in the president's absence, the vice president, 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 be determined by a vote of the Council. Incapacity shall include the failure by any member of the board to attend at least 50 percent 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 \$1,500.00 a year each. Council members' compensation

must be set forth as a separate item in the annual budget presented to the meeting. Council members may opt to forgo their compensation or a portion of it.

- (b) The City Council shall fix the compensation of all appointees and the City Manager. The Council shall review, approve, and ratify any collective bargaining agreements, which may be negotiated or fixed by the Manager or their designee.

§ 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 (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

- (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 Charter or by the general law.
- (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. Only qualified voters of the City of Essex Junction shall be eligible to hold the office of elected library trustee.

§ 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) 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 City budget, and any other business included in the warnings for the meetings.
- (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

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 one public hearing prior to the adoption of any ordinance.
- (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 hearing, the Council may finally pass the ordinance with or without amendment, except that if the Council makes an amendment, it shall cause the amended ordinance to be published, pursuant to subsection (a) and (b) of this section with a notice of the time and place of a public hearing at which the amended ordinance will be further considered, which publication shall be at least three days prior to the public hearing. 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 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 clarity and precision 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.

§ 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, collective bargaining unit contracts, or personnel rules adopted pursuant to this 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, or their designee, 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 a 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 § 301(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.
- (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.
- (m) The Manager shall fix the compensation of City employees.
- (n) The Manager shall recommend appointment of the City Clerk annually, with Council approval.

§ 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.

§ 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 Board of Civil Authority shall constitute a Board of Abatement as provided by law. The Board of Abatement shall meet and discharge its duties as required by the applicable statutory provisions.

§ 803 Planning Commission

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

§ 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

The Brownell Library Board of Library Trustees that holds 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 five permanent, self-perpetuating Library Trustees shall function in accordance with the terms of the Brownell Trust agreement dated May 25, 1925. 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. Notwithstanding the forgoing, the Library is required to follow all financial and personnel policies adopted by the City Council.

Subchapter 9: Administrative Departments

§ 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.

§ 902 Real Estate Assessor

There shall be either a real estate Assessor who is a certified real estate appraiser or an independent appraisal firm, headed by a certified real estate appraiser, 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

Appraisals shall be reviewed periodically and kept up to date.

§ 904 Appraisal of Business Personal Property for Tax Purposes

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

§ 905 Purpose

The purpose of appointing an Assessor is in lieu of 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 the 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.
- (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 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 30 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, 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 Charter, and interest as authorized by Vermont statutes.

§ 1103 Assessment and Taxation Agreement

Notwithstanding section § 1006 or any other provision of this Charter 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 Charter may be amended in accordance with the procedure provided for by state statutes for amendment of municipal charters.

Subchapter 14: General

§ 1401 Savings Clause

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

§ 1402 Severability of Provisions

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

§ 1403 Superseding Language

This City of Essex Junction shall be formed notwithstanding the following language (“Notwithstanding the provisions of any other municipal charters, territory within the corporate limits [of the Town of Essex] shall not be annexed to or become a part of any other municipal corporation except by annexation procedures as set forth in the statutes of the State of Vermont.”) contained in 24App. V.S.A. c. 117 § 101.