

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated this 13th day of June, 2022 by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the Village of Essex Junction, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex Junction” or the “Village” and together the Village and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

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

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

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

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

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

WHEREAS, the Village and the Town desire to prepare these tentative 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; and

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

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

1. The Town and Village have prepared the following tentative agreements which are attached as Exhibits to this MOU:
 - a. Police Services Agreement;
 - b. Reappraisal and Assessor Services Agreement;

- c. Information Technology Agreement; and
 - d. Delinquent Tax Agreement.
2. Prior to the execution of the foregoing agreements, the Parties, working in good faith, shall reach agreement, at a minimum, on the following matters: Right of First Refusal for 81 Main Street (Exhibit E); Stormwater Agreement (Exhibit F); and Recreation program access/Indian Brook access/Senior Center and Bus (Exhibit G). 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. Joint administrative services (Manager; Human Resources, etc.) will be discontinued at such time the Village has retained those services for itself or February 25, 2022, whichever occurs first. By entering into this MOU the Town does not waive the opportunity to oppose separation or ask for certain conditions during the transition phase at the Legislature and expressly reserves the Town's right to do so.
 3. The Town and Village intend that the Town and City will enter the above referenced tentative agreements generally consistent with the form of those attached hereto as Exhibits A-D during the transitional period provided agreement is reached on those issues set forth in section 2, above. The Town and the Village will work in good faith to execute the agreements.
 4. The Parties agree to first mediate any dispute prior to submitting the matter to court, provided that a mediator may be obtained within 60 days of when such a dispute arises. 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. This MOU shall terminate upon the execution of the agreements set forth in Section 1. Should the Vermont Legislature not approve the City Charter by the conclusion of the 2021-2022 legislative session, this MOU shall terminate and have no further force or effect unless extended by mutual agreement of the Parties.

VILLAGE OF ESSEX JUNCTION

By:  _____
Its Duly Authorized Agent

Signature: 
Email: tgetchell@essex.org