AGREEMENT TO CREATE A UNION MUNICIPAL DISTRICT
TO BE KNOWN AS THE WINOOSKI VALLEY PARK DISTRICT

This Agreement, by and between those of the following municipalities which approve this Agreement by and through a majority of its voters in accordance with all the requirements of 24 V.S.A., Chapter 95: BOLTON, BURLINGTON, COLCHESTER, TOWN OF ESSEX, VILLAGE OF ESSEX JUNCTION, JERICHO, RICHMOND, SOUTH BURLINGTON, WILLISTON, and WINOOSKI.

WHEREAS, 24 V.S.A., Chapter 95 provides that municipalities may form a union municipal district for cooperation among the municipalities, providing services and facilities in a manner and pursuant to a form of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of municipalities, and

WHEREAS, it has been determined that there is a need for the planning, acquisition and management of lands and waters in the Winooski Valley for the purposes of conservation, recreation, establishment of parks and preservation of natural areas, and that such need can best be met through inter-municipal cooperation,

NOW, THEREFORE, it is hereby agreed as follows:

1. There is hereby created a union municipal district to be known by the name of THE WINOOSKI VALLEY PARK DISTRICT, to be and constitute a municipal corporation under the laws of the State of Vermont and with the powers and duties set forth in this Agreement or as may otherwise be provided by law.

Purposes.

The District shall have as its purposes:

a) The planning of its lands and waters in the Winooski Valley for the purposes of conservation, recreation, the establishment of parks and the preservation of natural areas, which shall be consistent with regional plans, and,

b) The acquisition and management of lands and waters in the Winooski Valley, within the boundaries of the municipalities who are members of the District, for such purposes.

3. Powers of the District. In addition to all powers vested in the District pursuant to the provisions of 24 V.S.A. Chapter 95 or by other provisions of the statute, the District shall possess the following powers in fulfilling its purposes:

a) The District may acquire property within the boundaries of its member municipalities either in absolute ownership or any lesser interest or estate as permitted by law, including but not limited to the provisions of 10
V.S.A. Chapter 155, by purchase, gift, devise, lease or otherwise, and may sell, lease, mortgage, pledge, hold, manage and control such property as its interests may require. Notwithstanding any provisions of this Agreement, express or implied, or any provisions of law, any acquisition of property or interests therein by the district must only be by voluntary agreement or voluntary conveyance of the owners thereof.

b) In the management of such lands or interest in lands, the district shall have the right to manage and regulate the use of any such lands in which it holds an interest, by the establishment of trails, access areas or other recreational facilities, the restriction or prohibition of certain or all uses where required for the preservation of such lands, and in general shall have the power to regulate and control the use thereof as its interests may require.

c) In the performance of its purposes the district shall make such necessary surveys and studies as are necessary to determine the best and proper use of such lands or interests therein, and may seek to coordinate the activities of its member municipalities in relation to such lands.

d) In the furtherance of its purposes, such district shall have the power to hold and keep invested, or expend for its purposes, such sums of money as are appropriated by the member municipalities, in accordance with the provisions of Section 5 of this Agreement. Nothing herein contained shall be construed to limit the district's authority to receive, invest and use for the purposes numerated in Section 2, gifts or grants of real estate, money, materials or equipment from any source whatsoever.

e) Nothing herein contained shall be construed to permit the district to exercise the power of eminent domain.

4. Government and Organization. The officers of the district, and their election or designation, shall be as follows:

a) Board of Trustees. The purposes, powers, duties and responsibilities of the district shall be exercised by the Board of Trustees consisting of as many members as there are municipalities joining in this Agreement, with one member being appointed to said Board by the legislative body in each of the member municipalities.

1) Terms of Office. Each member of the Board of Trustees shall serve for a term of three (3) years ending June 30 or until their successors are duly appointed and qualified. The initial terms of the members of the Board of Trustees shall be arranged by the Chittenden County Regional Planning Commission so that the terms of approximately one-third of the Trustees shall expire in each year.

b) Officers. The Board of Trustees annually shall elect from among its members a chairman, vice-chairman, treasurer and secretary, and such other officers that are necessary for the conduct of its business.
c) **Meeting of the Board of Trustees.** The frequency and method of calling regular and special meetings of the Board of Trustees, procedures for the transaction of business, and other necessary matters shall be in accordance with bylaws adopted by the Board of Trustees in accordance with Section 8 (b) hereof.

d) **Administrative Personnel.** The Board may appoint an Executive Director, and such other personnel as is necessary for the conduct of the business of the district, and the Board shall have the power to prescribe their duties, fix their compensation, and delegate to them such responsibilities for the management and control of the land within the jurisdiction of the district, as its interests may require.

5. **Finances.** Annually the Board of Trustees shall prepare a budget and shall apportion such budget among the member municipalities, after appropriate allowance for all estimated revenues, and the Board shall submit such budget and the municipality's share to each municipality. Each member municipality shall be authorized, upon receipt thereof, to appropriate such share, or portion thereof, or other sum, that it so elects.

6. **Indebtedness.** The district may incur indebtedness in the manner provided in 24 V.S.A. Chapter 47.

7. **Disposal of Property or Interest Therein.** The district property, or any interest therein, shall be held for the purposes of the district and for the purposes of the preservation and conservation of such areas, and may be disposed of only by affirmative vote of two-thirds of the members of the Board of Trustees.

8. **Miscellaneous Provisions.**

   a) The district shall prepare an annual report of its activities, including a financial statement, and submit the report to the member municipalities.

   b) The Board of Trustees, by affirmative vote of a majority of its members, shall adopt bylaws governing the conduct of its business, and in the same manner may amend such bylaws as required.

9. **Amendments.** This Agreement may be amended in whole or in part, including amendments for the purpose of adding other municipalities which wish to join in this Agreement or to permit the withdrawal of a member municipality, in the following manner:

   a) Any proposed amendment shall first be adopted by two-thirds of the members of the Board of Trustees present and voting at a meeting of the Board. Any meeting for the consideration of an amendment shall be warned by the delivery to each Trustee at least fifteen (15) days prior to the date of the meeting a notice stating the time, place and date of such meeting and including a full text of the proposed amendment or amendments.
b) If such proposed amendment is adopted by the Board of Trustees, it shall then be submitted to the legislative bodies of all of the member municipalities. Such proposed amendment shall become effective upon its adoption by the legislative bodies of two-thirds of the municipalities within six months from the date of the approval by the Board of Trustees of the Winooski Valley Park District.

c) The provisions of Paragraph 3(e) of this Agreement shall not be subject to amendment, notwithstanding any provisions of this Paragraph.

10. Dissolution. In the event of the involuntary dissolution of the district, or in the event of the voluntary dissolution of the district which may be done in accordance with the procedures set forth in Paragraph 9 of this Agreement, the funds and all property of the District, including all interests in property, shall continue to be devoted for the purposes of conservation, recreation, the establishment of parks and the preservation of natural areas, or such other purposes set forth in this Agreement or for which such property was originally acquired or used. The property of the district, in the event of dissolution, may be conveyed or transferred by the district upon approval of two-thirds of the members of the Board of Trustees present and voting at a meeting of the Board, to such organizations, trusts, or municipalities as such Board shall determine are best able to continue the use of such property for such purposes. In transferring such properties, the district may insert in the instrument or instruments of conveyance restrictions and covenants appropriate to insure the continued use thereof for the purposes set forth in this Agreement.

Pursuant to the affirmative vote of the voters in each of the following municipalities on March 7, 1972, the Agreement to Create a Union Municipal District to be known as the Winooski Valley Park District is hereby approved, to consist of those municipalities executing this Agreement, together with any other municipalities lawfully joining hereafter.

CITY OF WINOOSKI

BY: ____________________________
Mayor

TOWN OF ESSEX

BY: ____________________________
Mayor

CITY OF SOUTH BURLINGTON

BY: ____________________________
City Council

Received for record June 27, 1972, at 10:10 o'clock A.M. and recorded.
Section 2  This ordinance shall take effect from passage

Note  Text to be deleted is shown in brackets
Text to be added is underlined.

Adopted at South Burlington, Vermont this ___ day of
________________, 1997, and to be effective upon adoption.

SOUTH BURLINGTON CITY COUNCIL

William J. Simonetti

James C. Condos

Terrance A. Sheahan

David T. Austin

Joan C. Britt

Received and Recorded
this _____ day of _____, 1997.

Margaret Picard, City Clerk

S2G523.ORD
AGREEMENT TO JOIN THE
WINOOSKI VALLEY PARK DISTRICT

Whereas, the Winooski Valley Park District presently consists
of the Cities of Burlington, South Burlington, Winooski and the
Town of Essex, and

Whereas, said municipalities duly adopted an "Agreement to
Create a Union Municipal District to be Known as the Winooski Valley
Park District" after approval of their voters at the meetings held
in each municipality in March of 1972, and

Whereas, the Town of Colchester has now elected to join in
said Agreement by action of the voters of said Town on March 6, 1973,
at the duly warned annual meeting thereof.

NOW THEREFORE, it is hereby agreed as follows:

1. The Town of Colchester, acting by and through its Board
of Selectmen, hereby joins in the Agreement entitled, "Agreement to
Create a Union Municipal District to be Known as the Winooski Valley
Park District".

2. The Town of Colchester further agrees to be bound by all
of the provisions of said Agreement, as if said Town had been an
original signatory thereeto.

Dated this 10th day of April, 1973.

TOWN OF COLCHESTER

By:

Hugh Fitzgerald

Paul McGlasson

Its Board of Selectmen