

## **Stormwater Agreement**

THIS AGREEMENT, made this 7th day of July, 2022, by and between the Town of Essex, a Vermont municipality located in Chittenden County, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

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

WHEREAS, the Town and Village signed a Memorandum of Agreement Between Town of Essex and Village of Essex Junction Re: Stormwater Permitting and Management Services on January 13, 2015 (“Stormwater MOU”);

WHEREAS, Section 5 of the Stormwater MOU states “This agreement may be modified only by a written amendment signed by the Parties”; and

WHEREAS, the Town and Village of Essex Junction do not see a need for the Stormwater MOU to continue in the event that the Charter for the City of Essex Junction is approved by the Legislature;

WHEREAS, Stormwater project funding for eligible Flow Restoration, Phosphorous Removal, and other related state and federal permit requirements has previously been provided for each community by the Town’s Capital fund;

WHEREAS, approved projects not yet completed may require more or less funding than what has been and will be collected to complete the approved projects;

WHEREAS, each community may establish separate community funding for new projects;

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

1. The Town and City agree to terminate the Stormwater MOU effective at the conclusion of the Transition Period as defined in the City of Essex Junction Charter.
2. Current and future stormwater personnel from both communities are encouraged to discuss opportunities to work together on stormwater-related funding and projects when it is mutually beneficial to each community, including, but not

limited to, the potential for cost-sharing when appropriate and/or developing a stormwater funding mechanism such as a stormwater utility.

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

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

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


7. This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
8. In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all

disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.

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

DATED this 7th day of July, 2022.

TOWN OF ESSEX

By:   
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By:   
Its Duly Authorized Agent

Signature:   
Email: tgetchell@essex.org