

## EXHIBIT E

### Delinquent Tax 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 Town has historically collected property tax payments for the Town, the incorporated Village of Essex Junction (“Village”) and the Essex Westford School District (“EWSD”) and would pay the Village and EWSD the full amount they were due regardless of whether or not those taxes were actually collected;

WHEREAS, the Town would then pursue collection of delinquent property taxes and maintain the proceeds from those efforts;

WHEREAS, the Municipalities desire to define the rights and responsibilities of each Municipality in collecting property tax delinquencies;

WHEREAS, any property tax delinquencies incurred for properties located in the Village prior to the date the City begins collecting taxes will be collected by and payable to the Town of Essex;

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) Prior to the date the City begins collecting its own taxes, all delinquencies incurred for properties located in the former Village will be collected by and payable to the Town. The Town may continue collection efforts for both the Town and former Village, including tax sales, on delinquencies beyond the effective date of the City Charter, if lawful. In the event the Town cannot lawfully pursue collection of delinquent property taxes in a separate municipality, the City shall purchase those delinquent accounts from the Town at the end of the fiscal year in which Village voters were allowed to vote on the Town budget and may pursue its own collection efforts. The City shall honor the terms of any payment plans for any delinquent account purchased.
- 2) The Municipalities may choose to work cooperatively on collection efforts for properties with delinquencies owed to both the Town and the City.
- 3) This Agreement may be amended or modified by mutual written agreement of the Parties.

- 4) This agreement shall terminate when all delinquencies incurred for properties located in the former Village have been collected by the Town or when the City has purchased all delinquent accounts from the Town.
- 5) 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

- 6) 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.
- 7) 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.
- 8) This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.
- 9) 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.
- 10) 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 \_\_\_\_\_, 2022.

TOWN OF ESSEX

By: \_\_\_\_\_  
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: \_\_\_\_\_  
Its Duly Authorized Agent