

## EXHIBIT G

### Stormwater 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 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



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 \_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF ESSEX

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

CITY OF ESSEX JUNCTION

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