

AGREEMENT

The Parties hereto, the Town of Hinesburg (henceforth “the Town”) and the Creekside Community Association (henceforth “the Association”), in consideration of the mutual promises and commitments set forth herein, agree as follows:

1. The Town is planning two additions to the existing Fire Station, a new Police Station with additional parking, etc (henceforth “the Project”) as shown on sheet C-1.0 by VIA dated 4/29/13, attached as Exhibit A. The Project contains 0.41 acres of impervious surface from new building roofs, pavement and sidewalks. Stormwater runoff from the Project will be directed via catch basins and piping to the stormwater collection system within Town-owned Farmall Drive for treatment via the Creekside stormwater detention pond. The Association was issued Vermont Department of Environmental Conservation Permit Number 3583-9015 November 25, 2009 which authorizes stormwater discharge with conditions, attached as Exhibit B. The Association agrees that stormwater discharge from the Project may enter the Creekside collection system and the detention pond subject to approval of the amendment of the permit. The Association has signed an application to amend the stormwater Permit #3583-9015, listing the Town as co-applicant and including stormwater generated from the Project.
2. The Town agrees that it will pay all costs of amending the permit.
3. Based on the additional impervious acreage (0.41 acres) added by the Project as a percentage of the total impervious acreage (3.72 acres), the Town agrees that it will pay eleven percent (11%) and the Association agrees it will pay eighty nine percent (89%) of the costs of complying with the requirements set forth in the permit. Such requirements include the annual fee payable to the State, engineering inspection and reporting every three years, and the costs of reapplying for a stormwater permit in 2019 and thereafter.
4. The Town agrees to pay 50% and the Association agrees to pay 50% of the costs of maintenance (such as clearing brush from the surrounding area), repair and replacement of the

stormwater detention pond. Decisions regarding the maintenance, repair and replacement of the pond shall be made with prior consultation and approval between the Town and the Association.

5. The Town agrees to pay for all maintenance and repair of the stormwater collection system within Farmall Drive, Frederick Way and the Project. Said collection system to include all catch basins, piping and appurtenances.

6. The Town agrees to pay for 100% of any detention pond repairs necessitated by its own negligence such as a hazardous material spill from the project that effectively eliminates the detention pond's ability to treat stormwater runoff.

7. The Town agrees to pay the Association's reasonable attorney fees to review this Agreement, up to \$400.00.

This ___ day of _____, 2013.

Creekside Community Association

By: _____

Daniel Jacobs, President

Town of Hinesburg

By: _____

Jonathan Trefry, Selectboard Chair