

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 and has constructed 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 Town and the Association were issued Vermont Department of Environmental Conservation Permit Number 3583-9015.A, dated August 29, 2013 which authorizes stormwater discharge with conditions, attached as Exhibit B and of record in Volume 235 pages 230-232 of the Hinesburg Land Records. The Association agrees that stormwater discharge from the Project may enter the Creekside collection system and the detention pond subject to conditions included in the permit.
2. Based on the additional impervious acreage (0.53 acres) added by the Project as a percentage of the total impervious acreage (3.84 acres), the Town agrees that it will pay fourteen percent (14%) and the Association agrees it will pay eighty six percent (86%) 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 2023 (the expiration date of the new permit) and thereafter.
3. 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.
4. The Town agrees to pay for all maintenance and repair of the stormwater collection system within Farmall Drive, Frederic Way and the Project. Said collection system to include all catch basins, piping and appurtenances. The Town also agrees to pay for all maintenance and repair to the pipes connecting the stormwater collection system to the detention pond to the extent that such maintenance or repair is necessitated by the inclusion of the Project in the stormwater collection system and the increase in stormwater resulting therefrom.
5. 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.
6. The Association agrees that it will be responsible for initiating and scheduling the following:
 - A. The annual inspection and, if needed, maintenance of the collection system and treatment pond;
 - B. The triennial inspection of the system and pond by an engineer; and

C. The renewal of stormwater permit #3583-9015.A.

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

This ___ day of August, 2019.

Creekside Community Association

By: _____
Daniel Jacobs, President

Town of Hinesburg

By: _____
Phillip Pouech, Selectboard Chair