

**STORMWATER MAINTENANCE AGREEMENT
FOR
ADAMS ACRES COMMERCIAL DEVELOPMENT
STORMWATER PERMIT 6153-9010.R**

This Agreement is entered into this ____ day of _____, 2022, between the **Town of Middlebury** (the “Town”) and **Addison County Community Action Group, Inc.; Addison County Humane Society, Inc.; American Legion Post #27; Bruce H. Perreault and Ann P. Perreault; R. J. Desabrais & Sons, Inc.; John R. Rouse and Carolyn P. Rouse; R & S Enterprises, LLC and Rushton & Associates, LLC; Gardner B. Stone, Trustee of the Gardner B. Stone 2017 Trust** (collectively the “Owners”).

Whereas, the Owners own certain lots (collectively the “Lots”) within the Adams Acres commercial development located northeasterly of U.S. Route 7 in Middlebury, Vermont (the “Development”); and

Whereas, the streets within the Development, namely Boardman Street, Wilson Road, and Willow Drive (the “Streets”) are owned and maintained by the Town; and

Whereas, the Owner, address, SPAN number, and other information pertaining to each Lot is listed on Exhibit A, attached hereto and incorporated herein by reference; and

Whereas, the Lots and the Streets are subject to stormwater regulation by the Vermont Department of Environmental Conservation (the “Department”), due to the acreage of impervious surfaces located within the Development; and

Whereas, the Town and the Owners are co-applicants for an Authorization to Discharge authorizing stormwater discharges from impervious surfaces into an unnamed tributary of Otter Creek, to be issued by the Department, and which is expected to be designated Permit Number 6153-9010.R (the “Permit”); and

Whereas, each of the parties will be responsible for a share of the costs associated with complying with the requirements of the Permit; and

Whereas, the Department requires that a single responsible party be designated to manage the inspections, data collection, compliance requirements and filings required by the Permit;

NOW, THEREFORE, the Town and the Owners hereby agree as follows:

1. The Town agrees to take on the role of, and is hereby designated as, the responsible party under the Permit. As such, the Town will serve as the single point of contact with the Department.
2. The Town will be responsible for coordinating the following routine compliance activities, the costs of which will be shared by the Owners and the Town as set forth below:
 - a. Transmittal of annual permit fees to the Department;
 - b. Performance of required annual inspections by a professional engineer; and
 - c. Preparation of the Restatement of Compliance, required every five years, by a professional engineer.

3. The Town and the Owners shall each be responsible for their respective shares of the common expenses set forth in Section 2 based on the acreage of impervious coverage on their respective Lots (or the Streets, in the case of the Town). The amount of impervious coverage and the share of each party is detailed on Exhibit A. If the Permit is replaced or amended, the parties' shares shall be recalculated to reflect any changes to the impervious coverage reflected in the new or amended Permit.

4. The Town will bill each Owner for its share of the common expenses on an annual basis. Payment will be due within 30 days of the date of the invoice. Interest will accrue on any unpaid invoice at the rate of 1% per month or fraction thereof.

5. The Town will be solely responsibility for the cost of maintenance, repair and replacement of all stormwater facilities located within the Rights of Way of the Streets as may be necessary to comply with the Permit.

6. Each Owner will be responsible for the cost of maintenance, repairs or improvements on its individual Lot as may be necessary to comply with the Permit.

7. Any party that fails to pay its share of expenses when due or otherwise fails to comply with its obligations under this Agreement shall be liable for all damages and expenses, including but not limited to attorneys' fees and costs, incurred by any other party as a result of the first party's breach of this Agreement.

8. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. In the event of a transfer of any Owner's Lot, that Owner's rights and obligations shall automatically transfer to the new Owner.

9. This Agreement shall remain in effect for the duration of the Permit and shall automatically renew in the event of renewal or replacement of the Permit unless the parties mutually agree to terminate or amend this Agreement.

10. This Agreement shall be recorded in the land records of the Town of Middlebury along with any subsequent amendments.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first written above.

Town of Middlebury, by its duly
authorized agent

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of _____, 2022, by Kathleen Ramsay, as duly authorized agent of the Town of Middlebury.

Notary Public

Addison County Community Action Group, Inc., by its duly authorized agent

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of _____, 2022, by _____, as duly authorized agent of Addison County Community Action Group, Inc.

Notary Public

Addison County Humane Society, Inc., by
its duly authorized agent

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of _____, 2022, by _____, as duly authorized agent of Addison County Humane Society, Inc.

Notary Public

American Legion Post #27, by its duly
authorized agent

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of
_____, 2022, by _____, as duly authorized agent of American
Legion Post #27.

Notary Public

Bruce H. Perreault

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of
_____, 2022, by Bruce H. Perreault.

Notary Public

Ann P. Perreault

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of
_____, 2022, by Ann P. Perreault.

Notary Public

R. J. Desabrais & Sons, Inc., by its duly
authorized agent

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of
_____, 2022, by _____, as duly authorized agent of R.J. Desabrais
& Sons, Inc..

Notary Public

John R. Rouse

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of
_____, 2022, by _____, as duly authorized agent of Pete's Tire Barn, Inc.

Notary Public

Carolyn P. Rouse

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of
_____, 2022, by _____, as duly authorized agent of Pete's Tire Barn, Inc.

Notary Public

R & S Enterprises, LLC, by its duly
authorized agent

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of
_____, 2022, by _____, as duly authorized agent of R & S
Enterprises, LLC.

Notary Public

Rushton & Associates, LLC, by its duly
authorized agent

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of
_____, 2022, by _____, as duly authorized agent of Rushton &
Associates, LLC.

Notary Public

**Gardner B. Stone, Trustee of the Gardner
B. Stone 2017 Trust**

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me at Middlebury, Vermont, this ____ day of
_____, 2022, by Gardner B. Stone, as Trustee of the Gardner B. Stone 2017 Trust.

Notary Public