

STORMWATER SYSTEM MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this day of _____ >
2023, (the "Effective Date") by and between FOREST GLEN HOMEOWNERS
ASSOCIATION, INC., a non-profit Vermont corporation with a place of business in the
Town of Georgia, County of Franklin and State of Vermont (the "Forest Glen HOA");
HIDDEN WOODS HOMEOWNERS ASSOCIATION, INC., a non-profit Vermont
corporation with a place of business in the Town of Georgia, County of Franklin and State of
Vermont; (the "Hidden Woods HOA" and collectively with Forest Glen HOA, the
"Associations" herein) and the TOWN OF GEORGIA, a Vermont municipality in the County
of Franklin and State of Vermont, acting by and through its Selectboard (the "Town" herein)
(collectively, the "Parties").

WHEREAS, the Associations are comprised of the owners of certain real property and
improvements thereon known as the Forest Glen and Hidden Woods subdivisions, so-called,
which comprise of 55 acres of land, more or less, located off Woods Hollow Drive (Town
Highway #75) and Ledgewood Lane (Town Highway #76), in the Town of Georgia, Vermont
(hereinafter the "Subdivisions"), which are shown on a two-sheet survey plat entitled, "Plan
of Lands of Forest Glen, Old Stage Road, Georgia, Vermont, A Common Interest Ownership
Community, Phase I" Sheet Nos. 19 and 20, both dated December 12, 2003, prepared by
Lamoureux & Dickinson Consulting Engineers, Inc., and of record at Map Slide 83, Map #
577A and #577B of the Town of Georgia Land Records and on a survey plat entitled, "Plan of
Lands of Stuart Homes, Inc., Old Stage Road, Georgia, Vermont, Subdivision Plat," Sheet
No.

18, dated April 16, 2002, last revised December 2, 2005, and recorded in Map Slide 130 of the Town of Georgia Land Records (the "Plats"); and

WHEREAS, on ~~March 24, 2025~~January 2, 2018, the Vermont Agency of Natural Resources ("Agency" herein) issued stormwater Permit No. 5472*90~~540.1R~~, (the "90~~540~~ Permit") authorizing a discharge of stormwater runoff from the impervious surfaces of the Subdivision, including its roads, parking areas and roofs, to an unnamed tributary of Stone Bridge Brook! and

WHEREAS, the 90~~540~~ Permit was necessary in order to construct the Subdivision and required construction and maintenance of certain improvements within the Subdivision to manage the discharge of stormwater, as shown on a site plan entitled "~~Overall Site Area Plan, Fuller Property, Old Stage Road, Georgia, Vermont,~~" ~~Sheet No. 1,~~ dated ~~November 11, March 22, 2024~~2022, prepared by ~~Krebs and Lansing Lamoureux & Dickinson~~ Consulting Engineers, Inc., and on file with the Town of Georgia. Said improvements within the Subdivision that manage the discharge of stormwater are referred to herein as the "Stormwater System"; and

WHEREAS, the Town has accepted ownership of portions of the Subdivision, comprised of roadway right-of-way known as Woods Hollow Drive and a portion of Ledgewood Lane as evidenced by the Warranty Deed of Stuart Homes, Inc., to the Town, dated August 9, 2004, and recorded in Book 187, Page 96 of the Town of Georgia Land Records (Woods Hollow Drive), and by the Warranty Deed of Stuart Homes, Inc., to the Town, dated August 9, 2004, and recorded in Book 207, Page 586 of the Town of Georgia Land Records (for a portion of Ledgewood Lane); and

WHEREAS, there is approximately ~~5.796.49~~ acres of impervious surface area draining

to and through the Stormwater System that is covered by the 90~~5~~10 Permit.' and

WHEREAS, upon acceptance of the right-of-way for Woods Hollow Drive and Ledgewood Lane, the Town acquired approximately 1.912.0 acres of impervious surface area within the area covered by the Permit, which is thirty-~~three and eight tenths~~ percent (~~330.8~~%) of the total 90~~5~~10 Permit area! and

WHEREAS, the Associations own approximately 3.884.49 acres of impervious surface area within the area covered by the Permit, which is sixty-~~seventy nine and two tenths~~ percent (~~679.2~~%) of the total 90~~5~~10 Permit area with the Forest Glen HOA owning approximately 1.972.33 acres of impervious surface area within the area covered by the Permit, which is thirty-~~four five and nine tenths~~ percent (~~345.9~~%) of the total 90~~5~~10 Permit area, and with the Hidden Woods HOA owning approximately 1.912.16 acres of impervious surface area within the area covered by the Permit, which is thirty-three ~~and three tenths percent~~ (~~33.3~~%) of the total 90~~5~~10 Permit area; and

~~WHEREAS, the 9010 Permit will soon expire and needs to be renewed; and~~

WHEREAS, on September 1, 2020, the Agency determined that the previous 9010 Permit is to be superseded by Stormwater General Permit 3-~~*~~9050 (effective December 1, 2020); and

WHEREAS, following the Agency's issuance of an authorization for coverage of the Stormwater System under Stormwater General Permit 3-9050, all references to the "Permit" hereinafter shall refer to the authorization for coverage issued for the Stormwater System under Stormwater General Permit 3-9050; and

WHEREAS, the Parties wish to define their respective responsibilities for the

designing of upgrades and improvements to the Stormwater System and payment of fees to the Agency.

NOW THEREFORE, in consideration of these mutual premises and covenants herein contained, and other good and valuable consideration, the Forest Glen Homeowners Association, Inc., acting by and through Dennis J. Boucher, its President and duly authorized agent; the Hidden Woods Homeowners Association, Inc., acting by and through Robert Giroux, its President and duly authorized agent; and the Town, acting through its Selectboard, covenant and agree as follows^

1. The Parties agree that they will be co-permittees under the Permit.
2. The Associations, their successors and assigns, shall be solely responsible for Routine Maintenance, Repair, and Replacement of all components of the Stormwater System located on property owned by Associations, their successors and assigns, including any and all costs related thereto.
3. Except as otherwise provided in Paragraph 5, below, the Town shall be solely responsible for the Routine Maintenance, Repair, and Replacement following damage of all Stormwater System components located within the rights-of-way for Woods Hollow Road and Ledgewood Lane, including all costs related thereto.
4. For the purpose of this Agreement, "Routine Maintenance, Repair, and Replacement" shall only be that work required to enable the Stormwater System to collect and transport stormwater as originally intended and shall specifically exclude any upgrade of the Stormwater System, either to comply with General Permit 3*9050 or otherwise.
5. In the event an extreme unforeseen circumstance causes damage to the

Stormwater System, the Associations shall be responsible for reconstruction, replacement and repair of components of the Stormwater System within the areas owned by the Associations, unless said damage is caused by the Town, in which case any reconstruction, replacement or repair shall be the Town's responsibility, and accordingly, the Town shall be responsible for reconstruction, replacement and repair of components of the Stormwater System within the rights-of-way for Woods Hollow Road and Ledgewood Lane, unless said damage is caused by the Associations, in which case any reconstruction, replacement or repair shall be the Associations' responsibility.

6. Within 30 days of receiving an invoice from the Associations, the Town shall reimburse the Associations for the Town's pro rata portion of the Annual Operating Fee assessed by the Agency, based upon the amount of impervious area owned by the Town and included in the Permit's project area, which as of the date hereof is thirty and eight tenths percent (30.8%) of the Annual Operating Fee assessed by the Agency. This percentage is subject to change in the future should the amount of impervious surface area owned by either the Town or the Associations within the Permit area change.

7. Subject to the reimbursement set forth in Paragraph 6, the Associations shall be responsible for the payment of all fees and costs to the Agency arising out of the Permit, including but not limited to permit application fees, annual operating fees, renewal fees, administrative processing fees, fines or penalties assessed by the Agency under the Permit.

8. The Town shall not be responsible or liable for any fines or penalties which may be assessed by the Agency as a result of the negligence of the Associations or the failure of the Associations to abide by the Permit conditions. Accordingly, the Associations shall not be

responsible or liable for any fines or penalties which may be assessed by the Agency as a result of the negligence of the Town or the failure of the Town to abide by the Permit conditions.

9. The Associations shall be solely responsible for carrying out and submitting to the Agency all applications, reporting, permit renewals and other documentation required by the Permit. The Town shall reasonably cooperate in the submittal and execution of all applications, reporting, permit renewals, and other documentation required by the Permit and shall act reasonably promptly upon receipt of a request for information and/or execution of documentation.

10. The Associations will not seek to recover from the Town any costs incurred by the Associations in the Routine Maintenance, Repair, and Replacement of the Stormwater System following damage, except as provided in Paragraph 5, above, of the portion of the stormwater improvements on or under property owned by the Associations, and accordingly, the Town will not seek to recover from the Associations any costs incurred by the Town in the Routine Maintenance, Repair, and Replacement of the Stormwater System following damage, except as provided in Paragraph 5, above, of the portion of the stormwater improvements on or under property owned by the Town or within the Town's rights-of-way for Woods Hollow Road and Ledgewood Lane.

11. If new or amended Permit requirements require changes, upgrades or alterations to stormwater improvements located on or under property owned by Associations or the Town or within the Town's rights-of-way for Woods Hollow Road and Ledgewood Lane, the Parties agree to work in a reasonably cooperative fashion to maintain Permit compliance. This may

include negotiations for contract services, consideration of potential *I* available funding vehicles, and pro rata cost sharing of administrative, engineering, construction, and remediation costs, which cost share shall be based on each party's respective ownership share of the impervious surface area covered by the Permit.

12. The Town and the Associations shall reasonably cooperate to ensure compliance with the Permit. In the event that the requirements of the Permit change and the Stormwater System does not comply with the new or amended Permit requirements, the Parties shall reasonably cooperate to determine how to maintain Permit compliance. If any party hereto refuses to reasonably cooperate to comply with such new requirements, then the cooperating parties may provide ninety (90) days' advanced written notice by certified mail to the non-cooperating party of their intent to terminate this Agreement. If said ninety-day period passes without either reasonable cooperation from the previously non-cooperating party, or a cure of the Stormwater System's noncompliance with the Permit, as amended or re-issued, a party hereto may terminate this Agreement by mailing a written notice of termination to the other

parties and recording a copy thereof in the Town of Georgia Land Records.

13. Nothing contained in this Agreement shall be construed as authorizing or obligating the Associations to dedicate those portions of the Stormwater System located on the Associations' property as public infrastructure, and, likewise, nothing contained in this Agreement shall be construed as obligating the Town to accept any such proffered dedication.

14. Notwithstanding Paragraph 12, above, this Agreement may terminate on or after the twentieth (20th) anniversary of the date hereof. Thereafter, the obligations of the Associations and the Town regarding the Stormwater System shall be those imposed by law.

15. Any amendments to this Agreement must be in writing, signed by the party to be charged and witnessed or acknowledged.

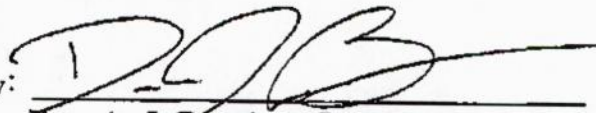
16. The Recitals to this Agreement are incorporated herein.

17. The Parties hereto agree that either party may record this Agreement in the Town of Georgia Land Records without further consent from the other party.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Dated this 15 day of May of 2023, 2023.

FOREST GLEN HOMEOWNERS
ASSOCIATION, INC.

y: 
Dennis J. Boucher, President & Secretary
Authorized Agent

STATE OF VERMONT
COUNTY OF FRANKLIN, SS.

At 3 5~S~. Vermont, this IS day of > 2023,
personally appeared Dennis J. Boucher, President and Duly Authorized Agent of the FOREST
GLEN HOMEOWNERS ASSOCIATION, INC., and he acknowledged this instrument, by
him subscribed, to be his free act and deed, and the free act and deed of FOREST GLEN
HOMEOWNERS ASSOCIATION, INC.

Before me,

Cheryl Letourneau

Notary Puolic

My Commission Expires: 1/31/25

My Commission #:

Dated this 01 day of

, 2023.

HIDDEN WOODS HOMEOWNERS
ASSOCIATION, INC.



Robert Giroux, President and Duly
Authorized Agent

STATE OF VERMONT
COUNTY OF FRANKLIN, SS.

At _____ Vermont, this day of j^U^LisE, 2023,
personally appeared Robert Giroux, President and Duly Authorized Agent of the HIDDEN
WOODS HOMEOWNERS ASSOCIATION, INC., and he acknowledged this instrument, by
him subscribed, to be his free act and deed, and the free act and deed of HIDDEN WOODS
HOMEOWNERS ASSOCIATION, INC.

Before me,

Notary Public

My Commission Expires: 1/31/25

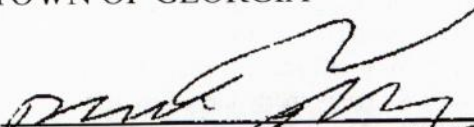
My Commission #:

Dated this day of

, 2023.

TOWN OF GEORGIA

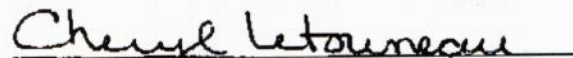
By:


Devon Thomas, Selectboard Chair and
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF FRANKLIN, SS.

At L' p.M.- Vermont, this day of _____, 2023,
personally appeared Devon Thomas, Selectboard Chair and Duly Authorized Agent of the
TOWN OF GEORGIA, and he acknowledged this instrument, by him subscribed, to be his
free act and deed, and the free act and deed of the TOWN OF GEORGIA.

Before me,



Notary Puolic

My Commission expires^ 1/31/25

My Commission #:

**NOTICE OF ISSUANCE OF STORMWATER DISCHARGE PERMIT
BY THE VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Notice is hereby given that an individual stormwater discharge permit or an authorization to discharge pursuant to a general stormwater discharge permit has been issued by the Vermont Department of Environmental Conservation to Permittee(s) named herein for the discharge of stormwater runoff from impervious surfaces (e.g. roadways, rooftops, parking lots, walkways) pursuant to 10 V.S.A. Section 1264 for the property identified below. The permit/authorization requires treatment and control of stormwater runoff, long-term maintenance of the treatment and control structures and payment of yearly operational fees.

Permittee(s): **Forest Glen Homeowners Association, Inc.; Hidden Woods Homeowners Association, Inc.; Town of Georgia**

Permit/Authorization Number: **5472-9010.R**

911 Address of Property: **Woods Hollow Drive and Ledgewood Lane, Georgia**

Name of condominium, subdivision or planned community association (if applicable):
Forest Glen Residential Neighborhood -^_^7

Signature of Permittee or Authorized Representative:

Printed Name of Permittee or Authorized Representative: L*

Date of Signature: 77 _____

Recording information: Municipal clerks - please index this document listing the State of Vermont, Department of Environmental Conservation as "Grantee". Please index this document listing the above named Permittee(s) as "Grantor(s)". Additionally, if this notice lists the name of a condominium, subdivision or planned community association, please list the named association as an additional "Grantor".

Please mail this stamped/recorded/completed form to:

**DEC - Watershed Management Division
Stormwater Management Program
1 National Life Drive, Main 2
Montpelier, VT 05620-3522**

Or email to: anr.wsmdstormwatergeneral@vermont.gov