

**STORMWATER MANAGEMENT AGREEMENT
FOR
OUTSIDE MS4 IMPAIRED AREAS**

WITNESSETH:

WHEREAS, the Permit attaches to the lands that contain the permitted stormwater management system (the "System"); and

WHEREAS, the PARTIES anticipate that upon acceptance by the Municipality of the Public Improvements, the Parties will share the responsibility for the maintenance and operation of the System and compliance with all permits and conditions; and

WHEREAS, the Project is (will be) subject to the following state permit(s):

[check permit(s) that apply]

___ **3-9015 General Permit.** State general permit for **new** storm water discharges to waters that are not principally impaired by storm water. This permit expires after five years. If project involves private and public stormwater, Town will join as co-applicant and be subject to permit conditions.

___ **3-9010 General Permit.** State general permit for the **renewal** of previously issued permits within waters that are not principally impaired by storm water. This permit expires after five years.

("Applicable Permit(s)")

WHEREAS, a portion of the System is on private property owned or controlled by the LANDOWNER (the "Private Portion") and;

WHEREAS, a portion of the System, after acceptance by MUNICIPALITY, will be on public property owned or controlled by the MUNICIPALITY (the "Public Portion"), and will be comprised of:

[Description and Plan Reference]

and

NOW THEREFORE, in consideration of these mutual covenants and premises herein set forth, it is agreed by the PARTIES hereto as follows:

1. MUNICIPALITY will assume all inspection, maintenance, and reporting responsibilities set forth in the Applicable Permit(s) for the Public Portion.
2. LANDOWNER will assume all inspection, maintenance and reporting responsibilities set forth in the Applicable Permit(s) for the Private Portion.

3. LANDOWNERS shall pay the cost of all fees to be paid to the State.
4. MUNICIPALITY may upon 60 days written notice to the LANDOWNER terminate this agreement and assume full control of and responsibility for the Private Portion of the System or assume partial control of and responsibility for a section of the Private Portion of the System. In the event the MUNICIPALITY assumes less than full control of and responsibility for the System, the Parties shall enter into a new agreement to specify each Party's respective obligations and rights.
5. Once the MUNICIPALITY exercises either election set forth in paragraph 7, LANDOWNER, its successors or assigns, shall grant the MUNICIPALITY a permanent easement for access to the Private Portion for which the MUNICIPALITY has assumed control, and the MUNICIPALITY shall thereafter be free to modify the System for the public good provided such modification shall be in compliance with state statute.

THIS AGREEMENT shall be binding upon the successors and assigns of the PARTIES.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be duly executed on the day and year first written above.

WITNESS:

MUNICIPALITY

Date

Authorized Representative
Town of St. Albans

Printed Name, Title

LANDOWNER/HOMEOWNERS
ASSOCIATION
Aka _____

Date

Authorized Representative

Printed Name, Title