

# Town of Hoosick Stormwater Management, Maintenance and Road Remediation Agreement

Made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_.

Property Address: \_\_\_\_\_.

Source Deed(s) of Property: Instrument (Book/Page) \_\_\_\_\_ of Recording.

WHEREAS, the Town of Hoosick (Town) and Hawthorn Solar, LLC ("Hawthorn Solar") want to enter into a Stormwater Management, Maintenance, and Road Remediation (hereinafter "SMR) Agreement (hereinafter "Agreement") to provide for the long term maintenance and continuation of stormwater management practices and road remediation following construction, approved by the Town of Hoosick for the facility referenced herein at the property identified above ("Property") during the construction and operation of the Hawthorn Solar Project; and

WHEREAS, the nature of heavy vehicular traffic during the construction of the solar project will exceed the normal and anticipated use of the public roadways within the Town; and

WHEREAS, Hawthorn Solar, desires to compensate Town for any damage that may occur to roadways throughout the duration of the construction the solar project in order to remediate any damage caused to roadways for the duration of the construction of the project, the time period in which the traffic flow and traffic type is expected to increase; and

WHEREAS, the Town agrees to provide a cost breakdown of all damage to roads caused by increase in traffic through the construction of the solar project, and Hawthorn Solar shall endeavor to repair the roads to conditions at or better than conditions prior to construction began on the solar project; and

WHEREAS, the Town and Hawthorn Solar desire that the stormwater management practices be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components. Therefore, the Town of Hoosick and the Solar Project agree as follows:

- 1) This Agreement binds the Town of Hoosick and Hawthorn Solar, its successors in interest to the Property, to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan (hereinafter "SWPPP") which will be filed with and maintained on file with the Town following construction of the Project.
- 2) Hawthorn Solar shall maintain, clean, repair, replace and continue the stormwater management practices as necessary to ensure optimum performance of the measures to design specifications. The stormwater management control practices shall include, but shall not be limited to all collection, conveyance, treatment and/or stormwater runoff management facilities and infrastructure.
- 3) Hawthorn Solar shall be responsible for all expenses related to the maintenance of the stormwater management control practices.

- 4) Hawthorn Solar shall provide for the periodic inspection of the stormwater management control practices, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting professional engineer shall prepare and submit to the Town of Hoosick within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater management control practices.
- 5) Hawthorn Solar shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater management control practices without written approval of the Town Designated Engineer.
- 6) Hawthorn Solar shall undertake necessary repairs and replacement of the stormwater management control practices at the direction of the Town of Hoosick or in accordance with the recommendations of the inspecting engineer and in consultation with the Town of Hoosick.
- 7) This Agreement shall be recorded in the Rensselaer County Clerk's Office as a covenant and restriction against the Property as reflected in the approved site plan. Any future offering plan or prospectus filed with the Secretary of State relative to this Property shall include this Agreement. In the event the Property is subdivided, the Deeds to each subdivided lot shall reference this Agreement.
- 8) If ever the Town of Hoosick determines that Hawthorn Solar has failed to construct or maintain the stormwater management control practices in accordance with the project plan or has failed to undertake corrective action specified by the Town of Hoosick or by the inspecting engineer, the Town of Hoosick shall provide Notice to Hawthorn Solar and Hawthorn Solar shall have fifteen (15) business days to take action to remediate the failure, and should such failure continue, is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater management practices and Hawthorn Solar
- 9) Notice shall be provided to the following Address (address to be identified prior to operation of the Project):
  - a. Hawthorn Solar  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 10) This Agreement is effective upon signature of both parties.
- 11) Hawthorn Solar shall disclose this Agreement to all successors in interest to the Property.
- 12) This Agreement is binding upon Hawthorn Solar while Hawthorn Solar has any leasehold interest in the Property. Upon conveyance of all leasehold interests in the Property, Hawthorn Solar's performance obligations under this Agreement shall cease and such obligations will simultaneously become those of its successors in interest to the Property. With the exception of the foregoing circumstance, Hawthorn Solar may not assign its obligations under this Agreement.
- 13) This Agreement may not be altered except in writing, signed by all parties.

(Signatures on the following page)

Town of Hoosick

*Hawthorn Solar, LLC*

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF RENSSELAER )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF RENSSELAER )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public