

**STORMWATER CONTROL FACILITY MAINTENANCE  
AGREEMENT  
AND  
GRANT OF RIGHT-OF-WAY AND EASEMENT**

WHEREAS, the Town of Union, a municipal corporation with a street address of 3111 East Main Street, Endicott, NY 13760, (the "Town") and AVANGRID, a Connecticut Corporation, with an address of 180 Marsh Hill Road, Orange, CT 06477, ("Owner") desire to enter into an agreement to provide for the long term maintenance and continuation of storm water control measures approved by the Town for the below named project, and to grant the Town an easement and right-of-way in, under and around the storm water facilities described herein (collectively, the "Agreement"); and

WHEREAS, the Owner desires to develop the premises known as 1195 Reynolds Road, Johnson City, NY Tax Map Identification Number 127.01-1-6 for purposes of constructing, operating and managing a gas and electric training facility thereon (the "Project"), and the Town and the Owner desire that the storm water control measures for the Project be built in accordance with the plans approved by the Town Planning Board on June 8, 2021, (the "Project Plans"), and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components; and

WHEREAS, the Owner, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, and other good and valuable consideration, paid to the Town, receipt of which is hereby acknowledged, wishes to grant the Town a permanent easement and right-of-way in, under, and along the storm water control facilities described herein, together with an easement and right-of-way for access to the storm water control facilities.

NOW, THEREFORE, the Town and the Owner agree as follows:

1. Agreement binds the Owner, its successors and assigns, to the maintenance of the storm water management facilities depicted in the approved Project Plans, and as modified from time to time as necessary to ensure continuing compliance with Storm Water Pollution Prevention Plan standards.
2. The Owner shall maintain, clean, repair, replace and continue the storm water control measures as necessary to ensure optimum performance of the measures to design specifications. The storm water control measures shall include, but shall not be limited to, the following: drainage structures, pipes, culverts, bioretention basins, infiltration basins and level-spreader discharge devices.
3. The Owner shall be solely responsible for all expenses related to the maintenance of the storm water control measures and shall establish a means for the collection and

distribution of expenses among parties for any commonly owned facilities.

4. The Owner shall provide for the periodic inspection of the storm water control measures, not less than once each year by a Certified Professional in Erosion Control ("CPESC") to determine the condition and integrity of the Facility. Every five (5) years, in lieu of an inspection by the CPESC, an inspection shall be performed by a Professional Engineer licensed by the State of New York (Inspecting Engineer"). Both the CPESC and the Inspecting Engineer shall prepare and submit to the Town within thirty (30) days following each inspection, a written report of the findings including recommendations for those actions necessary, if any, for the continued operation of the Facility.
5. The Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the storm water control measures except in accordance with written approval of the Town.
6. The Owner shall undertake necessary repairs and replacement of the storm water control measures at the direction of the Town or in accordance with the recommendations of the Inspecting Engineer and/or CPESC.
7. Intentionally omitted.
8. This Agreement shall be recorded in the Office of the County Clerk, County of Broome. The Owner shall provide the Town with a date/time stamped copy of this Agreement after it has been filed with the County Clerk.
9. If ever the Town determines that the facility Owner has failed to construct or maintain the storm water control measures in accordance with the Project Plans or has failed to undertake corrective action specified by the Town or by the inspecting engineer, the Town is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the storm water control measures and to affix the expenses, including the costs of Town employees, engineers, contractors and attorneys, thereof as a lien against the project and/or as a direct claim against the Owner, including, not limited to specific performance of this agreement..
10. The Owner does hereby grant, bargain, sell, convey, transfer, deliver and release to the Town a permanent easement and right-of-way in, under and along the storm water management control facilities described in Exhibit A, together with an easement and right-of-way for access to said storm water management control facility, including, in the event of default by the Owner to construct or maintain the applicable present or future storm water control measures for the purpose of building, constructing, maintaining, using, operating, repairing, reconstructing the storm water control measures in accordance with the Project Plan or future regulations; to make the required excavations therefore upon, over and across said land; and to inspect the same from time to time, together with the right of the Town, its officers, employees,

agents, servants or contractors of ingress and egress to enter upon and along the storm water management control facility for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes herein before specified; it being understood and agreed that the Town has no obligation to construct, maintain or repair any aspect of the storm water management control facility..

To have and to hold said easement and right-of-way unto the Town and its successors and assigns forever.

The Owner does hereby release the Town from any and all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted or at any time in the future.

The Owner does hereby covenant with the Town that it is lawfully seized and possessed of the real property at 1195 Reynolds Road, tax map parcel no. 127.01-1-6 and that it has a good and lawful right to convey it, and any part thereof, including the rights conveyed herein, and that it will forever warrant and defend the title thereto against the claims of all persons whomsoever.

The grant of this easement and right-of-way shall not transfer the obligations of the Owner under this Agreement to the Town.

1. This Agreement shall run with the land.
2. This Agreement is effective as of the \_\_\_\_\_

TOWN OF UNION

AVANGRID

A Connecticut Corporation

\_\_\_\_\_  
Richard A. Materese, Supervisor

\_\_\_\_\_  
Name, Title

\_\_\_\_\_

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

On the \_\_\_\_\_ in the year 2021 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public  
Commission Expires:

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

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