

## TOWN OF WAWAYANDA

### STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT

WHEREAS the Town of Wawayanda, Orange County, New York, (“the Town”), a municipal corporation with an office located at 80 Ridgebury Hill Road, Slate Hill, New York 10973 and \_\_\_\_\_ (“the facility owner”), with an office located at \_\_\_\_\_ want to enter into an agreement to provide for the long-term construction, maintenance and continuation of stormwater control measures approved by the Town for the project described in the project plans for referred to below for property known on the tax map of the Town as Section \_\_ Block \_\_ Lot \_\_\_\_ being and intended to be the property described in a deed from \_\_\_\_\_, the facility owner, dated \_\_\_\_\_ and recorded in the Orange County Clerk’s Office in Liber \_\_\_\_\_ at Page \_\_\_\_\_, and being more particularly describe in Schedule A annexed hereto (the “Property”) and

WHEREAS the Town and the facility owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued for the period of time set forth in this Agreement by the facility owner, its heirs, successors and assigns in order to ensure optimum performance of the components.

THEREFORE, the Town and the facility owner agree as follows:

1. This Agreement binds the Town and the facility owner, its heirs, successors and assigns to the construction, maintenance and continuation of stormwater control measures depicted in the approved project plans entitled “Site Plan for \_\_\_\_\_” by \_\_\_\_\_, P.E., P.C. dated \_\_\_\_\_ for final approval (the Site Plan) on file with the Town and intended to be made a part of this Agreement as if more fully set forth herein.
2. The facility owner, its heirs, successors and assigns shall construct, maintain, clean, repair, replace and continue the stormwater control measures depicted in the Site Plan as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures may include, but shall not be limited to, the following drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices, catch basins, manholes and stormwater treatment and management ponds.
3. The facility owner, its heirs, successors and assigns shall be responsible for all expenses related to the construction, maintenance and continuation of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The facility owner, its heirs, successors and assigns shall provide for the periodic inspection of the stormwater control measures, not less than once in every one-year period, 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 engineer shall prepare and submit to the Town, within 30 days of the inspection, a written report of the findings, including recommendations for those actions necessary for the repair and/or continuation of the stormwater control measures.
5. The facility owner, its heirs, successors and assigns shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Town, which approval the Town can withhold in its sole discretion.
6. The facility owner, its heirs, successors and assigns shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Town or in accordance with the recommendations of the inspecting engineer.
7. This Agreement shall be recorded in the Office of the County Clerk, County of Orange. This Agreement and the requirements contained herein, shall run with the land and shall bind the facility owner, its heirs, successors and assigns for a term of ninety-nine (99) years, unless discontinued with the written approval of the Town in accordance with Par. 5 of this Agreement. The facility owner, its heirs, successors and assigns agree to execute any documents required by the Town in connection with this Agreement and the implementation of this Agreement and failure to so execute any such documents shall constitute a violation of this Agreement.
8. If ever the Town determines that the facility owner, its heirs, successors and assigns has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Town or by the inspecting engineer, or if the facility owner, its heirs, successors and assigns has failed to execute any documents required by the town in connection with this Agreement and the implementation of this Agreement, the Town is authorized to undertake such steps as may be reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures including entry onto the Property to perform and performance of work and to levy and assess the expenses thereof as a lien against the Property and to collect such amounts in the same manner as real property taxes, and to take any and all other actions against the facility owner, its heirs, successors and assigns as may be allowed by local, county, state or federal law.

9. Whenever reference is made in this Agreement to the “the Town”, the same shall also be deemed to mean agents, officers, employees, contractors, and subcontractors of the consultants to the Town.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

10. This Agreement is effective as of the \_\_\_\_ day of \_\_\_\_, 20 .

BY: \_\_\_\_\_  
Title

TOWN OF WAWAYANDA

BY: \_\_\_\_\_  
Title

STATE OF NEW YORK     )  
  )SS:  
COUNTY OF ORANGE     )

On this     day of            20 , before me, the undersigned, a Notary Public in and for said state, personal 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 upon behalf of which the individual(s) acted executed the instrument.

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

STATE OF NEW YORK     )  
  )SS:  
COUNTY OF ORANGE     )

On this     day of            20 , before me, the undersigned, a Notary Public in and for said state, personal 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 upon behalf of which the individual(s) acted executed the instrument.

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



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including checkboxes for entity types and fields for name, address, and identification numbers.

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (1-9) and a date of conveyance field with month, day, and year sub-fields.

Condition of conveyance (mark an X in all that apply)

- List of conditions a-s with checkboxes, including conveyance of fee interest, acquisition of controlling interest, cooperative housing, syndication, and option assignment.

Table for recording officer's use with columns for Amount received, Date received, and Transaction number.

**Schedule B – Real estate transfer tax return (Tax Law Article 31)**

**Part 1 – Computation of tax due**

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an <b>X</b> in the Exemption claimed box, enter consideration and proceed to Part 3) ..... <input type="checkbox"/> <b>Exemption claimed</b>	1.		
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....	2.		
3	Taxable consideration (subtract line 2 from line 1) .....	3.		
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....	4.		
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....	5.		
6	Total tax due* (subtract line 5 from line 4) .....	6.		

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

1	Enter amount of consideration for conveyance (from Part 1, line 1) .....	1.		
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.		
3	Total additional transfer tax due* (multiply line 2 by 1% (.01)) .....	3.		

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an **X** in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor’s personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... k

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate** (Tax Law Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**This is to certify that: *(mark an X in the appropriate box)*

1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- b  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- c  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e  Other *(attach detailed explanation)*.
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- a  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

\_\_\_\_\_  
Grantor signature\_\_\_\_\_  
Title\_\_\_\_\_  
Grantee signature\_\_\_\_\_  
Title\_\_\_\_\_  
Grantor signature\_\_\_\_\_  
Title\_\_\_\_\_  
Grantee signature\_\_\_\_\_  
Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule D – Certification of exemption from the payment of estimated personal income tax** (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

**Part 1 – New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date to \_\_\_\_\_ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date