

## 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.

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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