

\_\_\_\_\_  
(Name of Subdivision or Name of Owner of Premises)

## Stormwater Control Facility Maintenance Agreement

**WHEREAS**, the **TOWN OF BOLTON**, a municipal corporation of the State of New York, having offices at 4949 Lakeshore Drive, Bolton Landing, New York 12814 (Town), and

\_\_\_\_\_, (“Owner”), of  
(Name of Owner [natural person or business entity])

\_\_\_\_\_  
(Street Address, P.O. Box, City, State, Zip Code)

are desirous of entering into an agreement to provide for long term maintenance and continuation of stormwater control measures accepted and approved by the Town for

\_\_\_\_\_, “Project”,  
(Name of Subdivision, if applicable. If no subdivision, Name of Owner)

\_\_\_\_\_, and  
(Site Plan Review Number) (Tax Map Parcel Number)

**WHEREAS**, the Town and Owner agree that all stormwater control measures shall be built in accordance with the approved project plans and issued stormwater management permit (SMP), and thereafter shall be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components of the system,

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

1. This agreement shall bind the Town and Owner, and their successors and assigns, to the maintenance provisions depicted in the approved project plans and consistent with the SMP issued and on file with the Town.
2. Owner shall maintain, clean, repair, replace and continue the stormwater control measures as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds.
3. Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses amongst parties for any commonly owned facilities as then the project area intended by the SMP.
4. Owner shall provide for the periodic inspection of the stormwater control measures not less than once in every five-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 findings including recommendations for those actions necessary for the continuation of the stormwater control measures in conformity with the specifications of the signed, accepted plans and originally issued SMP.

5. Owner 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.
6. Owner shall undertake all necessary repairs and replacement of the stormwater control measures at the direction of the Town in accordance with the recommendations of the inspecting engineer.
7. Within 30 days of the date of this agreement, Owner shall provide the Town any security that may have been required by the Town for the maintenance and continuation of the stormwater control measures in such form acceptable to the Town.
8. This agreement shall be recorded in the Office of the Warren County Clerk by the Owner, and recited in or referred to in each deed constituting a conveyance of real property covered by the SMP; and shall be a part of any offering plan and/or prospectus pertaining to the subject premises. The obligations and duties imposed by the originally issued SMP and all approved amendments thereto shall constitute a burden upon the lands benefited by the SMP.
9. At any time, should the Town determine that the Owner or the Owner's successors in interest have failed to construct or maintain the stormwater control measures in accordance with the project plan and issued SMP, or have failed to undertake corrective action specified by the Town or the inspecting engineer, the Town is authorized to undertake such steps as may be reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the actual expenses thereof, including actual court costs, necessary disbursements and the Town's reasonable attorneys' fees, as a special tax assessment on each tax parcel covered by the SMP and as a lien against the real property benefited by the SMP.

10. The Owner may assign all rights and delegate all obligations hereunder to a duly organized and existing homeowners association as a successor in interest to the Owner. Such assignment and delegation shall be required to be in writing, signed and notarized by the assignor/Owner with the assignee/homeowners association and such assignment shall be promptly recorded in the Warren County Clerk's Office with specific reference to this instrument.

11. This agreement is effective immediately and shall be recorded at the Owner's expense in the Warren County Clerk's Office within 30 days of execution. The Owner shall provide the Town of Bolton with documentary proof of recording of this instrument within 10 days after recording.

Owner:

Town of Bolton

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_  
in the year 20\_\_\_\_, before me, the  
undersigned, a Notary Public in and for said  
state, personally appeared

On this \_\_\_\_\_ day of \_\_\_\_\_  
in the year 20\_\_\_\_, before me, the  
undersigned, a Notary Public in and for said  
state, personally appeared

\_\_\_\_\_  
personally known to me or provided 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 s/he executed the same in his/her  
capacity, and that by his/her signature on the  
instrument, the individual, or the person  
upon behalf of which the individual acted,  
executed the instrument.

\_\_\_\_\_  
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instrument, the individual, or the person  
upon behalf of which the individual acted,  
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\_\_\_\_\_  
Notary Public

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