

**Town of Chester
Orange County, New York
Stormwater Control Facility Maintenance Agreement**

Whereas, the Town of Chester, Orange County, New York, a municipal corporation with an office located at 1786 Kings Highway, Chester, New York 10918 ("the Town") and Suresky & Sons, with offices located at 2 Hatfield Lane, Goshen, NY 10924 ("the facility owner"), the owner and developer of a certain Grading and Erosion & Sediment Control Plan depicted upon a certain map set entitled "Site Plan – Suresky & Sons" by Engineering & Surveying Properties, PC dated July 22, 2015, last revised MONTH, XX, 2015, enter into this agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Town for the project referred herein; 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 in perpetuity by the facility owner, its heirs, successors and assigns in order to ensure optimum performance of the components.

Therefore, the Town and 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 on the plans referenced herein.
2. The facility owner, its heirs, successors and assigns, shall construct, maintain, clean, repair, replace, and continue the stormwater control measures depicted on the approved plans 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, drop inlets, pipes, culverts, 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, 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 thirty 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 alternation, 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. The facility owner, its heirs, successors and assigns shall provide to the Town within thirty days of the date of this agreement security for the maintenance and continuation of the stormwater control measures in the form of a letter of credit or escrow account satisfactory to the attorney for the Town and in an amount satisfactory for the Town.
8. This agreement shall be recorded in the office of the County Clerk, County of Orange together with any deed for the common property, if any, and shall be included in the offering plan and/or prospectus, if applicable to the project plans. This agreement and the requirements contained herein shall run with the land and shall bind the facility owner, its heirs, successors and assigns forever. The facility owner, its heirs, successors and assigns agree to execute any documents required by the Town in connection with this agreement and implementation of this agreement, and failure to so execute any such documents shall constitute a violation of this agreement.
9. If ever the Town determines that the facility owner, its heirs, successors and assigns has failed to construct 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 and to affix the expenses thereof as a lien against the property 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.
10. Whenever reference is made in this agreement to "the Town," the same shall be deemed to mean agents, officers, employees, and subcontractors of and consultants to the Town.
11. This agreement is effective as of _____.

TOWN OF CHESTER

FACILITY OWNER

By: _____

By: _____

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

On this ____ day of _____, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public of the State of New York

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

On this ____ day of _____, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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