

# Town of Malta Stormwater Program

## STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT



Made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Tax map Parcel Number(s) of the Property: \_\_\_\_\_.

Property Address: \_\_\_\_\_.

Source Deed(s) of Property: Instrument (Book/Page) \_\_\_\_\_ of Recording.

Whereas, the Town Code of the Town of Malta and the laws, rules and regulations of the State of New York require the establishment and proper maintenance of stormwater management practices; and

Whereas, the Town of Malta and \_\_\_\_\_ ("Facility Owner") want to enter into a Stormwater Control Facility Maintenance Agreement (hereinafter "Agreement") to provide for the long term maintenance and continuation of stormwater management practices approved by the Town of Malta for the facility referenced herein at the property identified above ("Property"); and

Whereas, the Town of Malta and the Facility Owner desire that the stormwater management control practices be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components. Therefore, the Town of Malta and the facility owner agree as follows:

1 This Agreement binds the Town of Malta and the Facility Owner, its successors in interest to the Property, to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan (hereinafter "SWPPP") which are on file with the Town. Attached as Schedule A of this Agreement is a depiction of the stormwater facilities and instructions for maintenance (including, but not limited to the O&M portion of the SWPPP and plans showing facility locations.)

2 The Facility Owner shall maintain, clean, repair, replace and continue the stormwater management control practices depicted in Schedule A as necessary to ensure optimum performance of the measures to design specifications. The stormwater management control practices shall include, but shall not be limited to all collection, conveyance, treatment and/or stormwater runoff management facilities and infrastructure as detailed in Schedule A.

3 The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater management control practices and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4 The Facility Owner shall provide for the periodic inspection of the stormwater management control practices, not less than once each period of time set forth in the SWPPP, 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 professional engineer shall prepare and submit to the Town of Malta within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater management control practices.

5 The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater management control practices without written approval of the Town of Malta Stormwater Management Officer or Town Designated Engineer.

6 The Facility Owner shall undertake necessary repairs and replacement of the stormwater management control practices at the direction of the Town of Malta or in accordance with the recommendations of the inspecting engineer and in consultation with the Town of Malta.

7 This Agreement shall be recorded in the Saratoga County Clerk's Office as a covenant and restriction against the Property as reflected in the approved site plan. Any future offering plan or prospectus filed with the Secretary of State relative to this Property shall include this Agreement. In the event the Property is subdivided,

the Deeds to each subdivided lot shall reference this Agreement.

8 If ever the Town of Malta determines that the Facility Owner has failed to construct or maintain the stormwater management control practices in accordance with the project plan or has failed to undertake corrective action specified by the Town of Malta or by the inspecting engineer, the Town of Malta is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater management control practices and to affix the expenses thereof as a lien against the property.

9 This Agreement is effective upon signature of both parties.

10 The Facility Owner shall disclose this Agreement to all successors in interest in to the Property.

11 This Agreement is binding upon the Facility Owner while the Facility Owner has any ownership interest in the Property. Upon conveyance of all ownership interests in the Property, the Facility Owner’s performance obligations under this Agreement shall cease and such obligations will simultaneously become those of its successors in interest to the Property. With the exception of the foregoing circumstance, the Facility Owner may not assign its obligations under this Agreement.

12 This Agreement may not be altered except in writing, signed by all parties.

Town of Malta *Entity*

By: \_\_\_\_\_

By: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State, personally 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 on behalf of which the individual(s) acted, executed the instrument.

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

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State, personally 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 on behalf of which the individual(s) acted, executed the instrument.

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