

STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT

This STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT (the “**Agreement**”) is by and between the MUNICIPALITY OF THE TOWN OF WILTON (the “**Municipality**”), and _____ (“**Facility Owner**”).

WHEREAS, the Municipality and Facility Owner desire to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality; and

WHEREAS, the Municipality and Facility Owner desire that the stormwater control measures be constructed 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.

NOW, THEREFORE, the Municipality and the facility owner agree as follows:

1. This Agreement binds the Municipality and Facility Owner, its successors and assigns, to the maintenance provisions outlined in the approved project plans that are attached hereto and made a part hereof as **Schedule A**.

2. Facility Owner shall maintain, clean, repair, replace, and continue the stormwater control measures outlined in **Schedule A** 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. Facility 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 among parties for any commonly owned facilities.

4. Facility Owner shall provide for the periodic Level 1 inspection (reference NYS DEC Maintenance Guidance 2017) of the stormwater control measures ***at least once annually*** with supplemental inspections occurring after large storms, winter salting, or other seasonal changes. Inspection reports shall be prepared and submitted to the Municipality via email to stormwater@townofwilton.com within THIRTY (30) days of the inspection a written report of the findings, including but not limited to recommendations for those actions necessary for the continuation of the stormwater control measures.

5. Facility Owner shall not authorize, undertake, or permit the material alteration, abandonment, modification, or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality.

6. Facility Owner shall undertake necessary repairs and replacement of the stormwater control measures at the discretion of the Municipality 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 Saratoga, together with the deed for the common property and site plat and shall be included in the offering plan and/or prospectus approved pursuant to the conditions of the project's final approval.

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

9. This Agreement is effective as of the latest date provided below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

FACILITY OWNER:

Date: _____

By: _____

Name: _____

Title: _____

MUNICIPALITY:
TOWN OF WILTON



Date: _____

By: _____

Name: _____

Title: _____