

**STORMWATER FACILITY
OPERATION, MAINTENANCE AND EASEMENT AGREEMENT**

This Stormwater Facility Operation, Maintenance and Easement Agreement is made as of this ____ day of _____, 20__ by and between _____, a _____ company with offices at _____ (the “Owner”) and the Village of Buchanan (the “Village”), a municipal corporation organized under the laws of the State of New York, with its offices located at 236 Tate Avenue, Buchanan, 10511.

W I T N E S S E T H:

WHEREAS, the Owner is the owner in fee simple of certain real property located at _____, Buchanan, New York 10511 in the Village of Buchanan, Town of Cortlandt, County of Westchester, State of New York, which is designated on the tax map of the Village of Buchanan and Town of Cortlandt as Section ____, Block __, Lot __ (the “Property”) and is more fully described on Exhibit 1 annexed hereto and made a part hereof; and

WHEREAS, the Owner has obtained certain approvals from _____ for the construction of _____ and associated certain stormwater improvements on a portion of the Property (the “Stormwater Facilities”) in accordance with the plans prepared by _____ dated _____, last revised _____ entitled “_____” (the “Plans”); and

WHEREAS, in order to provide for the long-term operation and maintenance of the Stormwater Facilities heretofore constructed on the Property, the Village and the Owner hereby confirm and agree, as follows:

1. The Stormwater Facilities have been built in accordance with the Plans.
2. The Owner shall operate, inspect, maintain, clean, repair and continue the Stormwater Facilities to ensure the proper performance of the Stormwater Facilities to the design specifications and in accordance with the Permanent Drainage/BMP Inspection and Maintenance Program set forth below and in Exhibit 2.
3. All inspections and repairs and/or replacements of the Stormwater Facilities shall be made by the Owner and shall be performed by, or under the direction of, a licensed professional engineer experienced in the operation and maintenance of stormwater facilities. A written report shall be delivered to the Village upon the completion of all inspections and repairs and/or replacements. Such report shall be delivered to such individual or department and in such manner as may, from time to time, be directed in writing to the Owner by the Village.

General

The drainage collection system, stormwater treatment and management practices, and their related appurtenances shall be hereinafter collectively referred to as the “Stormwater Facilities.”

The Owner, its successors and/or assigns, shall be responsible for the ongoing operation, inspection and maintenance of the Stormwater Facilities in accordance with the following program:

A. Stormwater Facilities

The Stormwater Facilities shall be inspected at a minimum quarterly, and always immediately following a large storm event (meaning, 0.5 inch of rain in 24 hours or greater). Upon inspection, the Stormwater Facilities shall be immediately maintained and/or cleaned as may be required. Any site areas exhibiting soil erosion of any kind shall be immediately restored and stabilized. Particular attention shall be given to small orifices of the control structures to prevent clogging of any control devices.

Upon each inspection, all visible debris including, but not limited to, twigs, leaf and forest litter shall be removed from swales, pond areas, discharge points, control devices, and drainage structure grates. All debris shall be disposed of in accordance with applicable rules and regulations.

B. Sumps in Drain Inlets and Drainage Manholes

All catch basins, drain inlets, and drainage manholes shall have been designed with deep sumps to trap sediment prior to its transport to the Stormwater Facilities. These sumps will require periodic inspection and maintenance to ensure that adequate depths are maintained within the sumps.

All sumps shall be inspected every four (4) months and always immediately following a large storm event. If sediment has accumulated to one-half the depth of the sump, all sediment shall be removed from the sump. Sediments can be removed with hand-labor or with a vacuum truck. Sediment shall be disposed of in accordance with applicable rules and regulations.

C. Vegetated Areas

The vegetated areas around the Stormwater Facilities shall be (at a minimum) mowed periodically to prevent the establishment of trees and woody shrubs over these facilities and near spillways and/or outlets. At a minimum, any debris, litter, or fallen trees/shrubs shall be removed from areas immediately adjacent to the Stormwater Facilities and their inlet or outlet as necessary. All debris and litter shall be disposed of in accordance with applicable rules and regulations.

4. The entity responsible for implementing the maintenance program shall be the Owner and its successors and or assigns.

- (a) The Owner shall be responsible for all expenses related to the operation, inspection, and maintenance of the Stormwater Facilities.
 - (b) The Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Stormwater Facilities without the prior approval of the Village.
 - (c) The Owner shall be responsible for making all necessary repairs and/or replacements of the Stormwater Facilities to ensure the proper performance of the Stormwater Facilities to the approved plans and/or design specifications. The Owner shall give written notice to the Village prior to making any repairs and/or replacements to the Stormwater Facilities.
 - (d) The Village shall have the right, and is hereby granted an easement, to enter the Property for the purpose of making periodic inspections of the Stormwater Facilities.
 - (e) In the event the Owner has failed to construct or maintain the Stormwater Facilities in accordance with the approved plans and/or design specifications or has failed to undertake corrective action specified by the Village or by the Owner's inspecting engineer, the Village will provide written notice which the Owner will be provided 10 days to respond to the satisfaction of the Village. In the event the Owner does not respond with a plan to correct the issue to the satisfaction of the Village, the Village will provide the Owner a second 10 days prior written notice which indicates that Village is authorized and is hereby granted an easement to enter the Property for the purpose of undertaking such steps as reasonably necessary for the preservation, continuation, or maintenance of the Stormwater Facilities in accordance with the approved plans and/or design specifications. The Owner shall be responsible for reimbursing the Village for all costs incurred by the Village in performing such work which costs shall be a lien on the Property.
5. This instrument shall constitute the deed modification required by the New York State Department of Environmental Conservation, shall run with the land and be binding on the Owner, its successors and/or assigns and shall be recorded by the Owner in the Office of the Clerk of the County of Westchester.
 6. All notices and demands hereunder shall be in writing and delivered by hand, by overnight courier or by certified mail, return receipt requested to the parties, as follows:

<p>VILLAGE:</p> <p>Village Administrator 236 Tate Avenue Buchanan, NY 10511</p>	<p>OWNER:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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7. All written reports required herein shall be delivered to the Village by email communication, as follows: administrator@villageofbuchanan.com.

IN WITNESS WHEREOF, the Owner and the Village have executed this Stormwater Facility Operation, Maintenance and Easement Agreement as of the date first above written.

OWNER

VILLAGE OF BUCHANAN

By: _____

By: _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK
COUNTY OF WESTCHESTER

On the _____ day of _____, 20__ before me, the undersigned, personally appeared _____ personally known 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual acted and executed the same.

Notary Public

STATE OF NEW YORK
COUNTY OF WESTCHESTER

On the _____ day of _____, 20__ before me, the undersigned, personally appeared _____ personally known 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual acted and executed the same.

Notary Public