

## STORM WATER MAINTENANCE AGREEMENT

THIS AGREEMENT is made this day of \_\_\_\_\_, 2022, by and between the TOWN OF Henrietta (the “Town”) having offices at 475 Calkins Road, and \_\_\_\_\_ (the “Sponsor”).

WHEREAS, the Sponsor is the owner of the property located at \_\_\_\_\_ in the Town of Henrietta, bearing tax ID number \_\_\_\_\_ and being \_\_\_\_\_ the “Site”; and,

WHEREAS, the Sponsor intends to construct a Stormwater Management facilities at said location; and;

WHEREAS, the Sponsor is obligated to comply with Federal, State and local regulations regarding stormwater quantity and quality mitigation, and,

WHEREAS, the Town and the Sponsor mutually desire to provide enhanced stormwater quality mitigation measures in conjunction with the development of the Site, specifically the installation of an onsite drainage system comprised of storm water management facilities and appurtenances (the “Improvements”); and,

WHEREAS, the Sponsor will incorporate the Improvements into the scope of Site work associated with the construction of its project at their sole expense; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto as set forth herein, it is agreed as follows:

1. The Improvements:

The work shall consist of installing storm water management facilities and necessary appurtenances as described within the engineering report and depicted upon plans designed by \_\_\_\_\_.

2. Maintenance

During the term of this Agreement, the Sponsor shall bear all responsibility, including, but not limited to, the inspection, cleaning, flushing, dredging, repair, removal of invasive species and all other maintenance procedures (the “maintenance”) of the onsite drainage system and appurtenances necessary for the Improvements to operate in accordance with the requires protocol per the engineering report, manufacturers’ recommendations, other accepted engineering standards, guideline and practice as set forth by the Town of Henrietta, NYSDEC and other applicable agencies. At a minimum, the maintenance shall be performed no less than once a year between May 1<sup>st</sup> and June 30<sup>th</sup> of each year. A detailed report certifying the extent of the maintenance procedures shall be

provided to the Town Engineering Department by July 15<sup>th</sup> of each year, prepared by a professional engineer licensed to practice in the State of New York or other professional qualified to perform such work.

The Sponsor shall also bear all responsibility, including, but not limited to, the inspection, cleaning, flushing, dredging, repair and all other maintenance procedures necessary for the proper operation of the Stormwater Management System.

Additional Maintenance Procedures: As applicable to the current maintenance checklists as provided in the current New York State Department of Environmental Conservation's Storm Water Management Design Manual.

3. The Costs of Improvements

The costs of construction and/or installation of all Improvements shall be borne by the Sponsor.

4. No Liability

The Town shall not be responsible for any loss or damage, incurred by the Sponsor or its agents, tenants, employees, contractors or invitees, in connection with this Agreement. Furthermore, no language contained herein shall be construed as the Town assuming any obligations of the Sponsor, relieving the Sponsor of their duties associated with the inspection, operation and/or maintenance of the system(s).

5. Indemnity

The Sponsor shall indemnify and hold the Town harmless at all times from and after the date of this Agreement, including from all claims, damage, liability and expense, including legal fees, arising from, related to or in any way connected with the Agreement, except claims, damage, liability and expenses caused by a negligent, willful or wrongful act or omission on the part of the Town and/or any of its employees, agents or contractors.

6. Default

If the Sponsor fails in the due performances of any of its obligations under the terms of this Agreement, the Town shall have the right to issue a notice of default in accordance with the following:

(A) After a 7 day period from the issuance of written, facsimile or electronic notice for correction of an emergency maintenance situation(s) and remedial action has not been performed to the satisfaction of the Town by the Sponsor or its agent(s); and/or

(B) After a thirty (30) day period from the issuance of written, facsimile or electronic notice for correction of routine maintenance procedure(s) (including failure to properly perform the maintenance) and remedial action has not been performed to the satisfaction of the Town by the Sponsor or its agent(s);

In accordance with the above conditions, the Town may then issue written, facsimile or electronic notice for default and at its election, cause the necessary maintenance to be performed immediately and to add to the costs thereof to the property tax bill issued to the Sponsor for the Site.

An emergency is defined as, but not necessarily limited to, a situation that presents an immediate threat to the well being of property, personal health and welfare of individuals and/or the general public, and/or the environment. Routine is defined as, but not necessarily limited to, the maintenance and care, recommended or otherwise, of the system(s) for its ability to operate in accordance with the intended performance parameters. Pursuant to paragraph #4, the Town assumes none of the Sponsor's obligations with regards to maintaining the system.

The Sponsor shall provide below the name, title and contact information of the person in their employ who shall be notified in accordance with the terms and conditions of this paragraph, and may be reached twenty four hours a day. The Sponsor shall be responsible to promptly inform the Town of any changes that may occur with regards to this information.

**CONTACT INFORMATION** (please type or print all information)

Attention :  
Title: Owner  
Mailing Address:  
Phone Number:  
E-Mail Address:

7. Term

The Term of this agreement will commence upon execution by both Parties and will remain permanently in full force and effect from the date of this Agreement.

8. Successors and Assigns

The terms of this Agreement shall be perpetually binding upon the Sponsor, their heirs, successors and all subsequent property owners. This agreement and the obligations thereof shall not be assigned, transferred or otherwise disposed of by the Sponsor.

9. Modifications

This document represents the full and complete agreement between the parties. No changes may be made to any of the terms of this Agreement, nor any provision revised or waived, except in writing signed by both parties.

10. Severability

If a court of competent jurisdiction finds any provisions of this agreement invalid, in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated as being invalid. All other provisions of this agreement shall remain in full and separate effect.

11. Authorization

The undersigned represent that they are authorized to execute this Agreement on behalf of the Town or the Sponsor, and that the Town and the Sponsor are authorized to enter into this Agreement and perform its obligations described herein.

12. Filing

The Town shall file this document at the Monroe County Clerk’s Office upon its execution and provide a copy of the date/time stamped filed document to the Town along with the transaction receipt from the County Clerk’s Office.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and date first set forth above.

**SPONSOR**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF NEW YORK)  
COUNTY OF MONROE)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, 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 upon behalf of which the individual(s) acted, executed the instrument.

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

**TOWN OF HENRIETTA**

Name: Stephen L. Schultz

Title: Henrietta Town Supervisor

Signature: \_\_\_\_\_

STATE OF NEW YORK)

COUNTY OF MONROE)

On the \_\_\_\_\_day of \_\_\_\_\_in the year\_\_\_\_\_before me, the undersigned, 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 upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public Signature