

**DECLARATION OF COVENANT FOR THE ANNUAL INSPECTION AND
MAINTENANCE OF STORM WATER CONTROL FACILITIES**

(_____ **Subdivision**)

This Declaration of Covenant for the Annual Inspection and Maintenance of Storm Water Control Facilities (hereinafter referred to as “this Declaration and Agreement”) dated as of this _____ day of _____, 20____ by _____, whose address is _____ (hereinafter referred to as “Declarant” or “Facility Owner”).

RECITALS:

WHEREAS, _____ is the owner of certain real property located in the Hamlet of _____, Town of Orangetown, County of Rockland, State of New York, being more particularly described on Schedule A annexed hereto and forming a part hereof and designated as Town of Orangetown Tax Lot Section _____ Block _____ Lot _____ (hereinafter referred to as the “Property”); and

WHEREAS, Declarant intends to develop the aforementioned property in accordance with, and pursuant to, a certain Site Plan entitled the “_____ Site Plan” made by _____, dated _____, last revised _____ and about to be recorded in the Rockland County Clerk’s Office, which said Site Plan has received Final Site Plan Approval, subject to conditions, from the Town of Orangetown Planning Board in its decision in PB # _____; and

WHEREAS, as a condition of Final Site Plan Approval, the applicant was required to create and declare a covenant providing for the annual inspection and maintenance of the storm water control facilities to be constructed upon the Property pursuant to the _____ Site Plan.

WITNESSETH:

NOW, THEREFORE, the following covenants, restrictions, easements and agreements shall affect the Property:

1. The Facility Owner shall maintain, clean, repair, replace and continue the storm water control measures depicted in the _____ Site Plan as necessary to ensure performance of the measures to design specifications. The storm water control measures shall include, but shall not be limited to, the following:

(insert specific post construction stormwater maintenance controls for your project here)

2. The Facility Owner hereby designates _____,
Business Address: _____;
Telephone No. : _____; Cell Phone No.: _____ as the Contact
Person for all storm water related emergencies at the property and activities related to this
agreement. It is the responsibility of the Facility Owner to advise the Town, in writing, of any
change as to the name or contact information for the Contact Person.

3. The Facility Owner shall be responsible for all expenses related to the maintenance
of the storm water control measures.

4. **The Facility Owner shall provide for the inspection of the storm water control
measures by a New York State Licensed Professional Engineer, not less than once per
calendar year, on or before May 1 of every year, to determine the condition and integrity of
said measures.** The Facility Owner shall prepare and submit to the Town of Orangetown
Department of Environmental Management and Engineering (or such other Town department or
representative as the Town may designate for such purposes) within thirty (30) days of the
inspection, a written report of the findings, including recommendations for those actions necessary
for the continuation of the storm water control measures. The submission to the Town shall be in
the checklist form annexed hereto as Exhibit A with a site plan, photos and any other supplements
required by the Town.

5. The Facility Owner shall not authorize, undertake or permit alteration,
abandonment, modification or discontinuation of the storm water control measures except in
accordance with written approval from the Town.

6. The Facility Owner shall undertake necessary repairs and replacement of the storm
water control measures at the direction of the Town of Orangetown or as the Facility Owner may
otherwise deem necessary.

7. This agreement shall be recorded in the Office of the County Clerk, County of
Rockland at the sole cost and expense of the Facility Owner.

8. If the Town of Orangetown determines that the Facility Owner has failed to
maintain the storm water control measures in accordance with the project plan or has failed to
undertake corrective action specified by the Town of Orangetown or by the inspecting engineer,
the Town of Orangetown is authorized to undertake such steps as are reasonably necessary for the
preservation, continuation or maintenance of the storm water control measures and to affix the
expenses thereof as a lien against the property. **Failure to comply with the obligations under
this Agreement shall be considered a violation of Site Plan and Land Use Board Approvals
for the subject site, and the Town of Orangetown may pursue all available legal and equitable
remedies against the Facility Owner.**

9. This Declaration and Agreement shall be governed by, construed, and enforced in
accordance with the laws of the State of New York.

10. This Declaration and Agreement shall inure to the benefit of the Town of Orangetown and may be enforced by the Town of Orangetown, and shall be binding upon the Declarant and/or the owners of the Property, as well as their respective heirs, distributees, successors and/or assigns, as well as those holding any interest or estate, or acquiring any subsequent possessory rights therein, and shall be perpetual and deemed to run with the land. **It shall be the obligation of the declarant and Facility Owner and any heirs, distributees, successors and/or assigns to provide updates to the Town of Orangetown as to any changes of information in this Agreement, to include successor Facility Owner name and contact information for emergencies.** Contact information must include the following: first name, last name, street address, email address, daytime landline telephone number, cell phone number, and may include any other information that will assist the Town of Orangetown in contacting the Facility Owner and/or Contact Person.

IN WITNESS WHEREOF, the Declarant, intending to be legally bound and having authority to bind the Facility Owner, has executed this Declaration and Agreement as of the day and year first above written.

(INSERT FACILITY OWNER NAME): _____

BY (insert name):
(insert title):

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss.

On the _____ day of _____ in the year 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved 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, that he is authorized to execute same in his capacity as set forth above, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Notary Public