

STORMWATER MAINTENANCE AGREEMENT

This Agreement is made as of this _____ day of _____, 2023 by and between the Village of Mamaroneck, a New York municipal corporation with offices at 123 Mamaroneck Avenue, Mamaroneck, New York 10543, hereinafter referred to as the "Village," and the Owner of the property located at 921 Soundview Drive, hereinafter referred to as the "Owner".

WITNESSETH

WHEREAS, the Owner of that certain plot, piece and parcel of land, with the buildings and improvements thereon, situated at 921 Soundview Drive in the Village of Mamaroneck, comprising 0.528 ± acres, and shown and designated on the Tax Map for the Village of Mamaroneck as Section 154.60, Block 1, Lot 21 (the "Land"); and

WHEREAS, Owner has submitted a Stormwater Pollution Prevention Plan ("SWPPP") to the Village dated _____ and prepared by ALP Engineering & Landscape Architecture, PLLC which sets forth, among other things, the proposed improvements to be constructed and/or installed for the purpose of mitigating the impacts of stormwater runoff from the property; and

WHEREAS, the SWPPP has been approved by the Village; and

WHEREAS, as required by Sections 294-10 of the Village Code, a maintenance and access agreement is to be recorded in the Office of the Westchester County Clerk (Division of Land Records) in order to provide for the long-term maintenance and continuation of the various stormwater Maintenance measures shown on the approved plans (the "Plan") and

WHEREAS, copies of the approved plans are on file with the Building Department of the Village of Mamaroneck at the Town Hall, 123 Mamaroneck Avenue, Mamaroneck, New York 10543; and

WHEREAS, the Village and Owner desire that Stormwater Management Facilities be constructed and installed in accordance with the approved plans and that they thereafter be inspected, used, maintained, repaired and replaced in perpetuity in order to insure that they continue to function in the manner for which they are intended.

NOW, THEREFORE, in consideration of the approval and the mutual agreements and understandings set forth herein, and consistent with all applicable provisions of the Village Code, the Village and Owner hereby agree as follows:

1. The Owner and/or any subsequent owner(s) of property shall use, maintain, repair and replace the Stormwater Management Facilities in accordance with the maintenance plan contained in the SWPPP, a copy of which maintenance plan is set forth on Schedule "A" which is annexed hereto and hereby made a part hereof (the "Maintenance Procedures").

2. Owner shall perform the Maintenance Procedures and shall pay all expenses related to the use, maintenance, repair and replacement of the Stormwater Management Facilities. In the event that the property is conveyed to another party or parties, the subsequent owner or owners shall, as a result of such conveyance, assume all responsibility for performing the Maintenance Procedures and for any other costs associated with using, maintaining, repairing and replacing the Stormwater Management

3. Owner, or any subsequent owner or owners of the property, shall provide for the periodic inspection of the Stormwater Maintenance Facilities to determine the condition and integrity of said measures. Such inspection shall be the responsibility of the Owner(s) of his or her subject property in accordance with the Stormwater Pollution Prevention Plan (SWPPP) as also described in Schedule 'A'. The owner shall submit a written report to the Village's Stormwater Management Officer ("SMO") upon request by the SMO. Any such report of the findings shall include, if appropriate, recommendations for maintenance, repair and/or replacement of the Stormwater Maintenance Facilities in order to ensure the continuing effectiveness of the Facilities.

4. No Owner shall authorize, undertake or permit alteration, abandonment, modification or discontinuation of the use of the Stormwater Maintenance Facilities except in accordance with written approval of the Village which approval shall not be unreasonably withheld.

5. In the event that the Village SMO determines that the Owner has failed to maintain the Stormwater Maintenance Facilities in accordance with the SWPPP or has not undertaken corrective action specified by the SMO, the SMO shall notify such Owner to perform or cause to be performed the maintenance or corrective action. In this case, the SMO shall send a notice to the Owner by certified mail, return receipt requested, to the address of the Owner maintained by the Tax Assessor's Office for the Village. The Owner shall have ninety (90) days from the mailing of such notice to (a) complete or timely commence the corrective action; or (b) appeal any such determination of the SMO to the Village Board. The decision of the Village Board may be appealed pursuant to the provisions of Article 78 of the New York State Civil Practice Law and Rules.

6. In the event that an Owner is (a) duly notified by the Village to undertake maintenance or corrective action pursuant to Paragraph 5, above; and (b) either (1) such Owner does not appeal said notification; or (2) the order of the Village is upheld by either the Village Board or a court of competent jurisdiction and the Owner does not, following the outcome of such appeal, carry out said maintenance or corrective action if required to do so, the Village is hereby granted an easement to enter the property for the

purpose of undertaking the maintenance or corrective action to the Facilities. Reasonable notice shall be given prior to such entry. The Village may affix the expenses thereof as a lien against the property.

7. In order to give effect to the provisions of this Agreement, the Village is permitted, at reasonable times, to have access to the property for inspection of the Stormwater Maintenance Facilities. Reasonable notice shall be given prior to such entry.

8. This Agreement shall run with the land and shall be binding on the successors and assigns of Owner.

9. The singular number as used herein shall be read as the plural number, and vice versa, and the masculine gender shall be read as the feminine or neuter gender, whenever necessary to give full effect to the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PROPERTY OWNER

BY: _____

VILLAGE OF MAMARONECK

BY: _____

SCHEDULE "A"
STORMWATER MAINTENANCE FACILITY MAINTENANCE AND
ACCESS AGREEMENT BY AND BETWEEN OWNER
AND THE VILLAGE OF MAMARONECK

STORMWATER MANAGEMENT PRACTICE	MAINTENANCE AND INSPECTION MEASURES
Subsurface Chambers	<p><u>Inspect for:</u></p> <p>(i) Depth of sediment, if any, through inspection via the installed observation ports of the chambers during the first 2 to 3 months of operation, and thereafter on an annual basis.</p> <p>(ii) The rate of dewatering of the infiltration facility following a precipitation event. The chambers should fully dewater within 48 hours of the end of the precipitation event.</p>
	<p><u>Maintenance Measures</u> include:</p> <p>(i) Observe the depth of sediment, if any, through the inspection port of the chambers on an annual basis.</p> <p>(ii) Remove sediment from chambers when the depth of sediment is 3” or more.</p>
Catch Basins	<p><u>Inspection Procedures:</u> Inspect the catch basins annually in the spring or summer. Inspect for: (i) sediment deposition or floatables in the catch basin, and (ii) structural integrity.</p>
	<p><u>Maintenance Tasks</u> include:</p> <ul style="list-style-type: none"> • Remove the grate. • Skim off any floatables (leaves) • Using a yardstick, measure the depth of sediment • If sediment is at a depth greater than 6”, then remove sediment with a shovel. If not replace grate or cover. • Record depth & date when the work is done.
Hydrodynamic Separators Maintenance Procedures	<p><u>Inspection Procedures:</u> Inspect the hydrodynamic separator at the end of the first year of operation and following that once every five (5) years. Inspect for: (i) sediment deposition or floatables in the structure, and (ii) structural integrity.</p>
	<p><u>Maintenance Tasks</u> include:</p> <p>Clean out the unit once the sediment depth reaches the manufacturer’s recommended maintenance sediment depth which for the Model STC 450i is 8 inches. The frequency may be adjusted based on inspection results due to variable site sediment loading.</p> <p>Equipment is typically required for inspection includes:</p> <ul style="list-style-type: none"> • Manhole access cover lifting tool (i.e., crowbar) • Flashlight
	<p>Stormceptor is to be inspected from grade through a standard surface manhole access cover. Sediment inspections are performed with a sediment probe.</p> <ul style="list-style-type: none"> • Maintenance cleaning of accumulated sediment is performed with a vacuum truck.