

STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT

Whereas, the City of Syracuse (“City”) 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 City for the _____ Project (the “Project”), and

Whereas, the City and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity, unless modified with the approval of the City, in order to ensure optimum performance of the components. Therefore, the City and the Facility Owner agree as follows:

1. This Agreement binds the Facility Owner, its successors and assigns, to maintain the stormwater management facility (the “Facility”) that is depicted in the following project plans as prepared by _____ which are on file with City Engineer: Plan_____, _____, dated _____, 200_; Plan _____, _____, dated _____, 200_; Plan _____, _____, dated _____, 200_; Plan _____, _____, dated _____, 200_; and Plan _____, _____, dated _____, 200_. A narrative description of the operation and maintenance plan for the Facility is annexed hereto as Schedule A. The components or elements of the Facility are located on the Project site within the premises described in the legal descriptions set forth on Schedule B attached to this Agreement.

Any specific Facility maintenance, inspection or control measures that are described in Schedule A shall be performed and complied with by the Facility Owner.

2. The Facility Owner shall maintain, clean, repair, replace and operate the Facility and shall comply with any stormwater control measures referenced in Schedule A, all so as to ensure optimum performance of the Facility to its design specifications.

3. The Facility Owner shall be responsible for all expenses related to the maintenance of the Facility and the performance of any stormwater control measures set forth in Schedule A.

4. The Facility Owner shall provide for the periodic inspection of the Facility, not less than once each year by a Certified Professional in Erosion and Sediment Control (“CPESC”) to determine the condition and integrity of the Facility. Every five (5) years, in lieu of an inspection by the CPESC, an inspection shall be performed by a Professional Engineer licensed by the State of New York (“Inspecting Engineer”). Both the CPESC and the Inspecting Engineer shall prepare and submit to the City within thirty (30) days following each inspection, a written report of the findings including recommendations for those actions necessary, if any, for the continued operation of the Facility.

5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Facility except in accordance with written approval of the City.

6. The Facility Owner shall undertake necessary repairs and replacement of the Facility at the direction of the City or in accordance with the recommendations of the Inspecting Engineer.

7. At the time of the Facility Owner's delivery of this Agreement to the City, the Facility Owner shall provide the City with security for the maintenance and operation of the Facility in the form of a bond or cash in the amount of \$____,000, which security must be maintained for an initial period of ten (10) years, after which the amount of the bond required for each successive ten (10) year period may be reevaluated by the City.

8. This Agreement shall be recorded in the Office of the County Clerk, County of Onondaga.

9. The Facility Owner shall execute an inspection and maintenance easement that shall be binding on all subsequent landowners served by the stormwater management facility. The easement shall provide for access to the facility at reasonable times for periodic inspection by the City of Syracuse to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by General Ordinance No. 53 of 2007. The easement shall be recorded by the grantor in the office of the County Clerk after approval by the Corporation Counsel.

10. If ever the City determines that the Facility Owner has failed to construct or maintain the Facility in accordance with the approved project plans or has failed to undertake corrective action specified hereunder by the City or by the Inspecting Engineer, the City shall provide the Facility Owner with written notice of such failure, with a copy of such written notice to also be provided to the Fee Owner. In the event the Facility Owner fails to cure such failure within ten business (10) days or, in the event the failure cannot be cured within ten business (10) days, fails to undertake reasonable steps towards curing such failure within such time, the City is authorized to undertake such steps as are reasonably necessary for the preservation, continuation or maintenance of the stormwater control Facility and to affix the expenses thereof as a lien against the property. In the event the City exercises its rights hereunder, it shall return the premises to a reasonably similar condition as it existed prior to the exercise of such rights. All notices and demands shall be in writing and shall be sufficiently given when delivered and, if delivered by mail, shall be sent by registered or certified first class mail, postage prepaid, addressed as follows:

To the Facility Owner:

To the City of Syracuse:

Office of the City Engineer
401 City Hall
Syracuse, New York 13202

Attn: Stormwater Management Officer
Attn: Corporation Counsel

11. This Agreement is effective _____, _____, 200_.

City of Syracuse

By: _____
Mary E. Robison, P.E.
City Engineer

By: _____

By: _____

By: _____

_____, as Fee Owner of the Project Site, hereby
consents to the recording of the foregoing **STORMWATER CONTROL FACILITY
MAINTENANCE AGREEMENT** in the Office of the County Clerk, County of
Onondaga.

By: _____

Name: _____

Title: _____

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared Mary E. Robison, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
COUNTY OF _____) SS.:

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 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, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) SS.:

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 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, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public