

AGREEMENT

Agreement made this _____ day of _____, 2022 between Ibrahim Jamal, with mailing address at 1216 Albany Post Road, Croton-on-Hudson, New York 10520, (hereinafter collectively "Owner") and the Village of Croton-on-Hudson, a municipal corporation with offices at One Van Wyck Street, Croton-on-Hudson, New York 10520 (hereinafter referred to as "the Village").

WHEREAS, Ibrahim Jamal is the owner of property known as 1216 Albany Post Road, Croton-on-Hudson, New York, Section 67.19, Block 1, Lot 4.03 and also shown as Lot #4 on Filed Subdivision Map #27484 filed with the Office of County Clerk, Westchester County, on February 4, 2005 (the "Property"); and

WHEREAS, Ibrahim Jamal has on said property a wastewater collection and pumping system that will connect with the Village's sanitary sewer system force main on Albany Post Road and thence into the County's Ossining Sanitary Sewer Treatment Plant; and

WHEREAS, the parties wish to set forth their agreement as to the rights and obligations of each of the parties with respect to the wastewater collection and pumping system on the Property;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties agree as follows:

1. Ibrahim Jamal or any future owner of the Property (the "Owner") will construct and install the wastewater collection and pumping system, including the connecting force main from the house on said property to the Village's sanitary sewer force main on Albany Post Road, all in accordance with engineering plans approved by the Village Engineer.

2. The Owner will be responsible for the repair, maintenance

and, if necessary, the replacement of its wastewater collection and pumping system from the house on the Property to and including the connection to the Village's sanitary sewer force main.

3. The Village will be entitled, in its sole judgment, to shut down the Village's force main for repairs and maintenance, and the Owner will cooperate with the Village during any such operations, including limiting water use and, if necessary, temporarily shutting off its wastewater pumping system.

4. The Village will have the right of access to the Property for purposes of inspecting and/or, shutting off the wastewater pumping system, if, in the Village's sole judgment, such action is required for any reason affecting the Village's sanitary sewer system or a health hazard to the occupant of the Property or to the community generally.

5. The Owner, at its sole cost and expense, will upgrade the wastewater pumping system if, in the Village's sole judgment, such action is required by reason of operational or other changes in the Village's sanitary sewer system resulting in changes in the flow or pressure in that system.

6. The Owner will make any necessary maintenance or repairs to the wastewater collection and pumping system within forty-eight (48) hours of notification, oral or written, from the Village.

7. It is the Owner's responsibility to assure that there is no discharge of surface water, runoff, drainage water, gutter water, or non-sanitary wastewater from the Property into the Village's sanitary sewer system.

8. Ibrahim Jamal acknowledges that its wastewater collection and pumping system is designed to limit inflow and infiltration into the Village's sanitary sewer system. It is the Owner's responsibility

to assure, that during the construction process, and at all times thereafter, inflow and infiltration are limited to generally accepted State and County code and/or standards.

9. The Owner will notify the Village Engineer at least forty-eight (48) hours prior to commencing repairs to any part of its wastewater system. In the event of emergency repairs for which forty-eight (48) hours' notice is not feasible, the Owner will provide such notice as soon as possible.

10. This agreement shall inure to the benefit of, and be binding upon, the parties and their respective legal representatives, successors or assigns.

11. This agreement shall run with the land.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Ibrahim Jamal

By _____

Ibrahim Jamal

VILLAGE OF CROTON-ON-HUDSON

By _____

Bryan Healy, Village Manager

State of New York)
)ss.:
County of Westchester)

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Ibrahim Jamal**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

State of New York)
)ss.:
County of Westchester)

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Bryan Healy**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

Record and Return to:

Daniel O'Connor, P.E.
Village Engineer
Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, NY 10520