

Prior to October 13, 2008 a Maintenance Declaration was not required for each parcel. This Maintenance Declaration was used from October 13, 2008 to April 30, 2012. This was superseded on May 1, 2012 with the Stormwater Management Practices Maintenance Declaration Form MD-100 dated February 2012.

MAINTENANCE DECLARATION

DECLARATION dated as of _____, 2008 by and between XXXXX owner/resident of XXXXX, Greenwich, CT 06830 and The Town of Greenwich, a municipal corporation with offices at Town Hall, 101 Field Point Road, Greenwich, CT 06830.

WHEREAS, XXXXX is the owner of certain property located and known as XXXXX, Greenwich, CT, as more fully described in a deed recorded in Book _____ at Page _____ of the Greenwich Land Records (the "Property").

WHEREAS, XXXXX received approvals and permits from the Town of Greenwich for building new house all as shown on Final Site Plan # _____ on file in the office of the Greenwich Planning and Zoning Commission, and in connection therewith, installed upon the Property a drainage system (the "Drainage System"), shown on a map entitled, _____ (the "As-Built Plan"), prepared and certified to Class A-2 and T-2 standards by XXXXX dated _____, on file in the offices of the Greenwich Building Department, Greenwich DPW Engineering and the Greenwich Planning and Zoning Commission.

NOW, THEREFORE, in consideration of being permitted to do the above referenced matter, XXXXX agrees as follows:

1. After completion of any construction on the Property and before granting of final certificates of occupancy, XXXXX shall file the As-Built Plan on the Town of Greenwich Land Records.
2. XXXXX shall be responsible to maintain and clean the Drainage System on the Property and protect it from harm and damage. The Drainage System shall be cleaned in accordance with the following schedule:
 - (a) Ninety (90) days following completion of construction; and, thereafter
 - (b) Twice annually, once in the fall following the falling of all leaves and once in the spring following the last snowfall.
3. Specific Maintenance activities shall include: **(This section is specific to each property)**
 - i. The Maintenance of all catch basins and yard drains shall be in accordance with the aforementioned schedule and shall include both the removal of sediment from the sumps and removal of any trash and/or debris from the grate.
 - ii. The maintenance of the detention basin outlet structure shall be in accordance with the aforementioned schedule, or more frequently if required by the manufacturer's specifications.

- iii. The maintenance of the storm sewer inlets and outlets shall be in accordance with the aforementioned schedule and shall include the removal of any trapped sediment of debris, as required.
4. All removed debris shall be reused on site in an upland location or legally disposed of off-site. The owner shall maintain annual inspection records, which shall include maintenance logs, invoices and other related storm water system information.
5. Should any upstream or downstream property owner initiate a claim against the Town of Greenwich for harm or damage to its property caused by activities occurring on the Property, or lack of maintenance of the Drainage System by XXXXX, following notice and a reasonable opportunity afforded to XXXXX to cure the condition which is the subject of such claim, shall indemnify and hold the Town of Greenwich harmless. No structures or structural alterations, plantings or other materials and modifications may be placed and/or made, nor permitted to remain which will obstruct, retard, alter or adversely affect in any way the integrity of the Drainage System.
6. In the event of harm, damage or compromise to the Drainage System which is located on the Property, and the failure of XXXXX to promptly repair or maintain said Drainage System which is located on the Property, then XXXXX hereby grants to the Town of Greenwich the right, but not the obligation, to enter the Property and work within a ten foot wide work area centered over the Drainage System, as built, to remedy the same and XXXXX agrees that the cost of repairing any harm, damage or compromise to the Drainage System shall be charged to XXXXX. Prior to any improvements/alterations being made to the Drainage System a request in writing must be submitted to the Land Use Department for approval.
7. This Declaration and the covenants herein contained shall run with the land and be binding on XXXXX, and its respective successors and assigns. This Maintenance Declaration may be enforced by the Town of Greenwich by appropriate action in the court for damages or equitable relief.
8. If at any time the maintenance of the functions of the Drainage System do not comply with the design plan specifications and intent of the final site plan for FSP#_____and/or the Declaration pursuant thereto, the Town of Greenwich may take any and all necessary action to assure proper compliance and may assess against XXXXX all costs incurred by the Town, including reasonable attorney's fees, for such purpose. Any such assessment not paid within thirty (30) days after demand therefore shall bear interest as required, and the Town may bring an action at law to collect such assessment, including all costs incurred by the Town for such collection and reasonable attorney's fees.

In witness whereof, XXXXX has set its hand this ____ day of ____ 2008.

XXXXX

By: _____

Agreed to and accepted this _____ day of _____, 2008.

STATE OF CONNECTICUT)

) ss: Greenwich

COUNTY OF FAIRFIELD)

On this ____ day of _____, 2008, before me, the undersigned, personally appeared XXXXX, who acknowledge that he/she executed the foregoing instrument for the purpose herein contained as her true act and deed and the free act and deed of him/her.

In witness whereof, I have hereunto set my hand.

Notary Public

Commissioner of Superior Court