

This Stormwater Management Practices Maintenance Declaration was used from May 1, 2012 to February 28, 2014. This was superseded on March 1, 2014 with the Stormwater Management Practices Maintenance Declaration Form MD-100 dated February 2014.

Stormwater Management Practices Maintenance Declaration

THIS DECLARATION is made this date, _____, 20____, by and between the Town of Greenwich, a municipal corporation with principal offices located at 101 Field Point Road, Greenwich, CT 06830 and

[Owner(s) Name]

[Address]

hereinafter referred to as “Owner(s)” of the property described below, in accordance with the Town of Greenwich Drainage Manual as Amended, agrees to install and maintain stormwater management practice(s) on the subject property in accordance with approved plans and conditions. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended function in perpetuity. This Declaration includes the following exhibits:

Exhibit A: Legal description of the real estate for which this Declaration applies (“Property”).

Exhibit B: Improvement Location Survey showing a location of the Property and an accurate location of each stormwater management practice affected by this Declaration.

Exhibit C: Long-term Maintenance Plan that prescribes those activities that must be carried out to maintain compliance with this Declaration.

Note: After construction has been verified and accepted by the Town of Greenwich for the stormwater management practices, an addendum(s) to this declaration shall be recorded by the Owner showing design and construction details and providing copies of the recorded document to the Town of Greenwich. The addendum may contain several additional exhibits.

Through this Declaration, the Owner(s) hereby subjects the Property to the following covenants, conditions, and restrictions:

1. The Owner(s), at its expense, shall secure from any affected owners of land all easements and releases of rights-of-way necessary for utilization of the stormwater practices identified in Exhibit B and shall record them with the Town Clerk. These easements and releases of rights-of-way shall not be altered, amended, vacated, released or abandoned without prior written approval of the Town of Greenwich.
2. The Owner(s) shall be solely responsible for the installation, maintenance and repair of the stormwater management practices, drainage easements and associated landscaping identified in Exhibit B in accordance with the Operation and Maintenance Plan (Exhibit C).

3. No alterations or changes to the stormwater management practice(s) identified in Exhibit B shall be permitted unless they are deemed to comply with this Declaration and are approved in writing by the Town of Greenwich.
4. The Owner(s) shall retain the services of a qualified inspector (as described in Exhibit C) to operate and ensure the maintenance of the stormwater management practice(s) identified in Exhibit B in accordance with the Operation and Maintenance Plan (Exhibit C).
5. The Owners(s) must maintain all records (logs, invoices, reports, data, etc.) and have them readily available for inspection at all times. Inspection Documentation must be maintained as frequently as required in Exhibit C.
6. The Town of Greenwich or its designee is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Declaration and the activities prescribed in Exhibit C. Upon written notification by the Town of Greenwich or their designee of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Town of Greenwich. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered.
7. If the Owner(s) does not keep the stormwater management practice(s) in reasonable order and condition, or complete maintenance activities in accordance with the Operation and Maintenance Plan contained in Exhibit C, or the required maintenance or repairs under 6 above within the specified time frames, the Town of Greenwich is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the practice(s) and prevent the practice(s) from becoming a threat to public health, safety, general welfare or the environment. In the case of an emergency, as determined by the Town of Greenwich, no notice shall be required prior to the Town of Greenwich performing emergency maintenance or repairs. The Town of Greenwich may levy the costs and expenses of such inspections, maintenance or repairs plus a ten percent (10%) administrative fee against the Owner(s). The Town of Greenwich at the time of entering upon said stormwater management practice for the purpose of maintenance or repair may file a notice of lien upon the property affected by the lien. If said costs and expenses are not paid by the Owner(s), the Town of Greenwich may pursue the collection of same through appropriate court actions and in such a case, the Owner(s) shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.
8. The Owner(s) hereby conveys to the Town of Greenwich an easement over, on and in the property described in Exhibit A for the purpose of access to the stormwater management practice(s) for the inspection, maintenance and repair thereof, should the Owner(s) fail to properly inspect, maintain and repair the practice(s). The Town of Greenwich's execution of any repair or maintenance does not alter the Owner(s) responsibility to maintain in future.

9. The Owner(s) agrees that this Declaration shall be recorded and that the land described in Exhibit "A" shall be subject to the covenants and obligations contained herein, and this Declaration shall bind all current and future owners of the property.
10. The Owner(s) agrees in the event that the Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the stormwater management practice(s). The information shall accompany the first deed transfer and include Exhibits B and C and this Declaration. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Property.
11. The Owner(s) agree that the rights, obligations and responsibilities hereunder shall commence upon execution of the Declaration.
12. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this declaration and bind the respective parties hereto.
13. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the Town of Greenwich harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the storm drainage system referred to in the permit as Exhibit "C" hereto, appurtenances, connections and attachments thereto which are the subject of this Declaration. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the Town of Greenwich in connection with such Claims or the enforcement of this Declaration.

