OPERATIONS AND MAINTENANCE PLAN REPORT

For

20 Marks Road,
Riverside, Connecticut

Prepared For

20 Marks Road, LLC

November 8, 2012
Revised November 20, 2012
Stormwater Management Practices
Maintenance Declaration
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

20 Marks Road, LLC

[Owner(s) Name]

20 Marks Road, Riverside, CT

[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.
IN WITNESS WHEREOF, the “Owner(s)” have executed this Declaration on this
day of ________________, 20____.

By: __________________________________________
    [Owner(s)]

By: __________________________________________
    [Owner(s)]

STATE OF CONNECTICUT )
COUNTY OF FAIRFIELD ) ss: Greenwich

The foregoing instrument was acknowledged before me on this________ day of
_____________, 20____, by __________________________________________, the
    [Owner(s)]

“Owner(s)” of ____________________________________________
    [Address]

____________________________
Notary Public

My Commission Expires On:

WHEN RECORDED RETURN COPY TO:
[All of the following departments involved in approval:
Planning & Zoning, Inland Wetlands & Watercourses Agency, and Building Division]
Exhibit "A"

Legal Description
Exhibit “A” – Legal Description
20 Marks Road

Schedule A

ALL THAT CERTAIN TRACT, piece or parcel of land together with the buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, bounded and described as follows:

COMMENCING at a point formed by the intersection of the division line between land now or formerly of Liebler and the premises hereby conveyed, with northerly line of Marks Road; and running thence along said division line North 11° 34' West 134.90 feet; thence still along said land now or formerly of Liebler North 38° 14' 20" East 46.18 feet to land now or formerly of C. Carleton Gisborne South 50° 06' 30" East 147.82 feet to the northerly line of Marks Road; thence along northerly line of Marks Road South 41° 56' 50" West 15.58 feet and South 53° 02' 50" West 45.65 feet, and South 63° 06' West 76.36 feet to the point or place of beginning.

THE GENERAL BOUNDARIES of the above-described tract of land are:

NORTHERLY: By land now or formerly of C. Carleton Gisborne;
EASTERLY: By Marks Road;
SOUTHERLY & WESTERLY: By land now or formerly of Liebler.

TOGETHER with all right, title and interest in and to the highway Marks Road, in front of and adjoining said premises, to the center line thereof.

Said premises are free and clear of all encumbrances, except:

1. Building lines, if established, building and zoning ordinances, and any and all municipal and state and federal regulations including inland wetlands regulations and provisions of any public or private law affecting said premises.

2. Limitations of use imposed by governmental authority.
Exhibit “B”

Improvement Location Survey
Exhibit "C"

Operation and Maintenance Plan
Exhibit C
Operations and Maintenance Plan

20 Marks Road
Riverside, Greenwich, CT

Scope:

The purpose of the Operations and Maintenance Plan is to ensure that the existing and proposed stormwater components installed at 20 Marks Road are maintained in operational condition throughout the life of the project. The service procedures associated with this plan shall be performed as required by the parties legally responsible for their maintenance.

Recommended Frequency of Service:

As further defined below, all stormwater components should be checked on a periodic basis and kept in full working order. Ultimately, the required frequency of inspection and service will depend on runoff quantities, pollutant loading, and clogging due to debris. At a minimum, we recommend that all stormwater components be inspected and serviced twice per year, once before winter sanding operations begin and once after sanding operations have been completed and spring sweeping/cleanup operations are complete. The inspections must be completed by an individual experienced in the construction and maintenance of stormwater drainage systems. Once every five years the inspections must be completed by a professional engineer.

Service Procedures:

1. Catch Basins & Drainage Inlets:

   a. Catch basins and drainage inlets shall be completely cleaned of accumulated debris and sediments at the completion of construction.
   b. For the first year, catch basins and other drainage inlets shall be inspected on a quarterly basis, with one inspection immediately following the completion of winter sanding and subsequent sweeping operations, and one happening just prior to the winter season.
   c. Any accumulated debris within the catch basins/inlets shall be removed and any repairs made to the basin as required.
   d. From the second year onward, visual inspections shall occur twice per year, once in the spring, after winter sanding and sweeping operations are complete, and once in the fall, after fall cleanup of leaves has occurred.
   e. Accumulated debris within the catch basins/inlets shall be removed and repairs made as required.
   f. Accumulated sediments shall be removed at which time they are within 12 inches of the invert of the outlet pipe.
   g. All drainage outlets shall be inspected and cleared of debris. Any repairs to outlet protection material (rip rap) shall be performed.
2. Storm Drainage Piping:
   a. All storm drainage piping shall be completely flushed of debris and accumulated sediment at the completion of construction.
   b. Connection points at structures shall be inspected and repaired on an annual basis.
   c. Unless system performance indicates degradation of piping, comprehensive video inspection of storm drainage piping shall occur once every ten years.

3. Biofiltration Basin and Rain Gardens:
   a. Biofiltration basins and rain gardens shall be cleaned of debris and sediments upon the completion of construction. Any filter media impacted by the construction activities shall be removed and replaced at this time.
   b. The filter shall be visually inspected on a monthly basis for the first 6 months. Any erosion or displacement of the filter media shall be promptly repaired and the cause of the problem shall be identified and corrected. Monthly inspections shall continue until successful operation of the system is confirmed.
   c. Bio-infiltration area and rain gardens shall not be mowed more than twice during the growing season, preferably only in late October. More frequent mowing will eliminate native forbs and sedges from the meadow cover.
   d. The surface of these structures shall be inspected on a quarterly basis after the first six months of successful operation and after heavy runoff events (e.g. >3.0" in a 24-hour period). One inspection shall occur immediately following the completion of winter sanding and subsequent sweeping operations, and one shall occur just prior to the winter season. Any accumulated debris and sediments shall be removed.
   e. Check draining time of bio-infiltration area and rain gardens annually. Check within 72 hours after a minimum one inch rain event. If there is no standing water, infiltration is acceptable. If draining time is excessive, quantitatively determine infiltration rate. Use a double ring infiltrometer or monitor drop in water level after a significant storm. If infiltration rate <0.5 in. /hour, remedial action shall be taken.
   f. A soil-core investigation may be used to identify the clogged portion of stormwater facility and depth of clogging. Remedial measures may include removal of clogged soil layer and replacement with suitable media, aeration, and mixing upper strata with lower soil strata. After corrective measures have been implemented, infiltration rate and draining time shall be retested.
   g. Brief annual inspection reports shall be kept on site in a log available upon request.

Maintenance Records:
The Owners(s) must maintain all records (logs, invoices, reports, data, etc.) and have them readily available for inspection at all times.
Operations and Maintenance Log (Page 1 of 2)

20 Marks Road
Riverside, Greenwich, CT

Type of Inspection: □ Spring □ Fall □ Other

Inspector's Name: __________________________ Date of Inspection: ______________
Affiliation: __________________________ Phone #: __________________________

Catch Basins & Drainage Inlets:
- Has Accumulated Debris been removed from grates? □ Yes □ No □ N/A
- Do Any Basins Require Additional Repair? (Identify Below): □ Yes □ No □ N/A
- Have Sumps Been Cleaned of Sediment? □ Yes □ No □ N/A

Notes:

Drainage Outlets:
- Have All Drainage Outlets Been Cleared of Debris? □ Yes □ No □ N/A
- Have All Outlet Protections Been Inspected/Repaired? □ Yes □ No □ N/A

Notes:

Stormwater Piping:
- Is there any evidence of stormwater piping failure? □ Yes □ No □ N/A

Notes:
Operations and Maintenance Log (Page 2 of 2)

20 Marks Road
Riverside, Greenwich, CT

Biofiltration Basins / Rain Gardens:

- Have Basins been Cleared of Debris/Sediments? □ Yes □ No □ N/A
- Have Draining Times of Basins Been Verified? □ Yes □ No □ N/A
- Has Vegetation Been Mowed ( Twice/Year Max. ) □ Yes □ No □ N/A

Notes:

Please make additional notes/observations and particular concerns below. Also record any additional maintenance that has been performed:

______________________________
Signature of Inspector:          Date: ____________