

**STORMWATER MANAGEMENT
INSPECTION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made to and entered into this _____ day of _____, 2021, by and between GBRSTORZ, LLC, herein referred to as "OWNER" and the Town of North Haven, herein referred to as the "TOWN," (OWNER and TOWN are hereinafter collectively referred to as "Parties"); and

WHEREAS, the OWNER is the owner of real property located in the Town of North Haven, County of New Haven, State of Connecticut, commonly known as 318 Kings Highway and being more particularly bounded and described on Schedule A attached ("Property").

WITNESSETH

The OWNER with full and proper authority to execute deeds, mortgages, and other covenants affecting all rights, titles, and interests in the Property, does hereby covenant with the TOWN and agree as follows:

WHEREAS, the OWNER is developing the Property;

WHEREAS, the plan entitled "Resubdivision of Anderson Sunnyside Farm, Land of GBRSTORZ, LLC, 318 Kings Highway, Town of North Haven, Connecticut" prepared by LRC Group of Cromwell, Connecticut, dated 09/2/2020, with the latest revision date of 11/10/2020, hereinafter called the "Plan", which is expressly made a part hereof, as submitted on behalf of the OWNER and as approved by the TOWN, provides for on-site stormwater management facilities and practices within the confines of the Property;

WHEREAS, the Plan requires that on-site stormwater management facilities and practices as shown therein be constructed and adequately maintained by the OWNER, its successors and assigns;

WHEREAS, more specifically, Note #16 of Sheet SDP-1 of the Plan or the "Site Development Plan," hereinafter Note #16, states that: "The individual property owners shall be responsible for routine cleaning and maintenance of all water quality measures, rain gardens, stormwater management areas, outlet pipes, and spillways on their property and shall comply with a Stormwater Management Inspection and Maintenance Agreement, to be prepared and recorded on the land records, prior to conveyance of any lots, which Agreement shall describe the requirements for maintenance and inspections and provide rights of access and enforcement to the Town of North Haven in the event any property owner fails to adhere to the terms and conditions of the Agreement. Individual plot plans for each lot shall be required and approval by Town Staff must be obtained prior to construction."; and

WHEREAS, the Plan was approved by the Planning and Zoning Commission of the Town at its meeting held on _____, 2021 with certain conditions, including the condition that all deeds conveying the subdivision lots shall make specific reference to and restate the obligation of the individual property owners as provided in Note #16 to specifically bind all property owners/title holders, their heirs, successors, and assigns to all terms and

conditions of this Stormwater Management Inspection and Maintenance Agreement to be recorded on the land records prior to conveyance of any lots and a draft of the deed form to be used shall be submitted to Town staff and counsel for approval prior to the first conveyance.

WHEREAS, the Plan and the conditions of approval of the Plan require, and the deeds will require, that all individual property owners of the approved subdivision lots are required to perform maintenance on and cleaning and inspections of all stormwater management facilities and practices on their property to ensure that the facilities and practices are maintained in proper working condition to meet design standards and other provisions established or to be established over time, which said maintenance, cleaning, and inspections have been deemed to be of mutual benefit to the TOWN and the OWNER, its successors and assigns.

WHEREAS, the obligations of the OWNER itself hereunder shall only apply so long as the OWNER, GBRSTORZ, LLC, has an interest in the Property.

NOW THEREFORE, in consideration on the mutual promises contained herein, the Parties hereto do agree and warrant as follows:

1. The above Recitals are hereby incorporated into this Agreement.
2. The OWNER, its successors and assigns, shall construct, install, and maintain all stormwater management facilities and practices to Town specifications pursuant to the approved Plan at Owner's sole cost and expense. No alterations or changes to the stormwater management facilities and practices are permitted unless they are approved in writing by the Town Engineer or his/her designee, which approval shall not be unreasonably withheld.
3. The OWNER, its successors and assigns, shall conduct, or cause to be conducted by a qualified third-party, inspections, maintenance, and repairs of the stormwater management facilities and practices to ensure that all stormwater management areas and permanent structural features remain optimally functional and continue to provide water quality.
4. Inspections of stormwater management facilities and practices shall be performed at a minimum of twice per year on or about April 1 and November 1 ("Semi-Annual Inspection") and after every major rain event of 0.5 inch of rain or greater during a twenty-four (24) hour period ("Major Rain Event") and shall include thorough review, assessment, and documentation, including photographs, of the following:
 - a. Density and condition of vegetation and ground cover.
 - b. Accumulation of sediment and debris at drainage basins.
 - c. Areas should be clear of brush and tree growth.
 - d. Erosion.
 - e. Spillways should be clear of obstructions.
 - f. Grates on drainage basins and structures should be clear of debris.
 - g. Any other reasonable conditions requested by the Town Engineer or his/her designee.

5. Maintenance of stormwater management facilities and practices shall include the following:

- a. Vegetated areas should be maintained to promote vigorous and dense growth.
- b. Lawn areas should be mowed at least two (2) times a year.
- c. Accumulation of litter, debris, grass clippings, silt, and leaves should be removed during Semi-Annual Inspection and after a Major Rain Event.
- d. Occasional spot re-seeding and weed removal.
- e. Snow removed from paved areas should not be piled in the rain gardens or stormwater management areas.
- f. Deicing materials should be limited to sand and environmentally friendly chemical product.
- g. Use of salt mixtures should be kept to a minimum.
- h. Sand used for deicing should be clean, coarse material free of fines, silt, and clay.
- i. All storm drainage structures and pipes shall be kept in proper working condition.
- j. All riprap spillway areas shall be inspected during Semi-Annual Inspection and after a Major Rain Event. The areas shall be cleared of all sediment deposits and invasive plant species. Damage and deterioration of the areas shall be repaired immediately.
- k. Outlet control structures shall be inspected monthly. Debris and sediment accumulated in and around the structures shall be removed as needed or at least once per year between May 1st and September 15th.
- l. Detention basins and forebays shall be inspected monthly for evidence of erosion. Undercut or eroded areas shall be repaired within thirty (30) days of documentation.
- m. Detention areas shall be inspected for invasive vegetation at least once per year.
- n. Forebays and detention basins shall be mowed twice per year once in the spring and once in the fall.
- o. Refer to the latest edition of the Connecticut Guidelines for Stormwater Quality Management, for more details on stormwater management.
- p. Any other reasonable maintenance requested by the Town Engineer or his/her designee.

6. The OWNER, its successors and assigns shall permit the Town Engineer or his/her designee, to enter the property at reasonable times and in a reasonable manner for the purpose of inspection.

7. Inspection by the Town Engineer or his/her designee will be on a reasonable basis, including but not limited to, routine inspections, random inspections, inspections based upon complaints or other notice of possible violations, and joint inspections with other agencies performing inspections under environmental or safety laws.

8. The OWNER, its successors and assigns shall maintain all records (logs, photographs, reports, data, invoices, etc.) of all inspections, maintenance, and repairs to the stormwater management facilities and practices and shall provide said records to the Town Engineer or

his/her designee upon request. A sample Inspection and Maintenance Log is attached at Schedule B.

9. If the OWNER, its successors or assigns fail(s) to inspect, maintain, and/or repair the stormwater management facilities and practices on the Property, then the TOWN may, but shall not be required or obligated to, perform the required inspection, maintenance, and/or repairs. The OWNER hereby conveys to the TOWN an easement over, on, and in the Property for the purpose of access to the stormwater management facilities and practices and related areas for the inspection, maintenance, and repair thereof. The TOWN's execution of any inspection, maintenance, or repair shall not alter the responsibility of the OWNER, its successors and assigns, to inspect, maintain, and repair the stormwater management facilities and practices in the future.

10. If the OWNER, its successors or assigns, fail(s) to inspect, maintain, and/or repair the stormwater management facilities and practices and, within fourteen (14) days of written notice from the TOWN served via hand-delivery to the lot(s) at issue by posting on the residential structure and via first-class mail to the owner(s) of the lot(s) at issue, fails to remedy, cure, or correct the maintenance problem(s) and/or perform any necessary repair(s), then the TOWN has the right but not the duty or obligation to enter the lot(s) and remedy, cure, or correct the maintenance problem(s) and/or perform any necessary repair(s). In addition, in the event of an emergency, the existence of which emergency shall be determined by the TOWN in its sole discretion, the TOWN may remedy, cure, or correct any maintenance problem(s) and/or perform any necessary repair(s) caused by a lot owner('s/s') failure to adequately inspect, maintain, and/or repair the stormwater maintenance facilities and practices without prior notice to the lot owner(s) and without the lot owner('s/s') permission to enter the Property. The OWNER, its successors and assigns/lot owner(s) shall, within ten (10) days of demand from the TOWN, reimburse the TOWN for any and all costs, expenses, and reasonable fees incurred by the TOWN for such maintenance and/or repairs undertaken by the Town in accordance with this paragraph. If the OWNER, its successors and assigns/lot owner(s) fail(s) to reimburse the TOWN for the cost of such maintenances and repairs within thirty (30) days after receipt of an invoice from the TOWN describing the corrective maintenance and/or repair action taken, the unpaid amount shall constitute a consensual lien on the lot at issue until paid in full, with priority over all other liens, except general tax liens. The OWNER, its successors and assigns agree that the TOWN may also pursue any and all other remedies available at law or in equity. Any fees and costs, including reasonable attorney's fees, incurred by the TOWN in enforcing this Agreement shall also be reimbursed by the OWNER, its successors and assigns to the TOWN.

11. The OWNER, for itself, its successors and assigns, hereby releases the TOWN, its officers, agents, servants, and employees, from any and all liability for damage to the Property and all remaining lands of OWNER, its successors and assigns from the design, construction, installation, use, inspection, maintenance, repair, and/or operation of the stormwater management facilities and practices on the Property. The OWNER, its successors and assigns, shall be solely responsible for the construction, installation, inspection, maintenance, and repair of the stormwater management facilities and practices to preserve the intended functions of the stormwater management facilities and practices and related areas and prevent the facilities and practices from becoming a hazard to the public health, safety, and welfare or the environment.

The OWNER, its successors and assigns shall defend, indemnify, and hold the TOWN, its officers, agents, servants, and employees harmless from and against any claims, demands, actions, damages, injuries, costs, and expenses of any nature whatsoever arising out of or in any way connected to the design, construction, installation, use, inspection, maintenance, repair, and/or operation, including any related omissions or failures, of the stormwater facilities and practices over, on, or in the Property.

12. This agreement shall be recorded by the OWNER in the Town of North Haven Land Records prior to the conveyance of any approved subdivision lots and proof of recording provided to the Engineering and Land Use Departments of the TOWN.

13. This Agreement shall run with the land as first described above and shall inure to the benefit of and be binding upon and enforceable upon all Parties hereto, their successors and assigns, and any person claiming under OWNER shall be bound by the provisions hereof. IN WITNESS WHEREOF, the Parties hereto executed this Agreement, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

GBRSTORZ, LLC

WITNESS

By James R. McMahon, III
Its Member
Duly Authorized

WITNESS

TOWN OF NORTH HAVEN

WITNESS

By J. Andrew Bevilacqua
Its Town Engineer
Duly Authorized

WITNESS

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss: _____

Personally appeared James R. McMahon, III, Member of GBRSTORZ, LLC, hereunto duly authorized Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said GBRSTORZ, LLC, before me on this _____ day of _____, 2021.

In Witness Whereof, I hereunto set my hand and seal.

Commissioner of Superior Court/
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss: North Haven

Personally appeared, J. Andrew Bevilacqua, Town Engineer of the TOWN OF NORTH HAVEN, hereunto duly authorized Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said TOWN OF NORTH HAVEN, before me on this _____ day of _____, 2021.

In Witness Whereof, I hereunto set my hand and seal.

Commissioner of Superior Court/
Notary Public
My Commission Expires:

SCHEDULE A

[Description of the Property to be prepared and inserted.]

SCHEDULE B



STORMWATER MANAGEMENT
INSPECTION AND MAINTENANCE LOG

Town of North Haven Engineering Department
5 Linsley Street
North Haven, CT 06473
Tel. (203) 239-5321, Ext. 430

Type of Inspection: Spring Fall Other

Date of Inspection or Maintenance and Prior Date If Follow-Up _____

Name(s) and Address(es) of Person(s) Performing Inspection and/or Maintenance:

If inspection performed, check all conditions inspected:

- Density and condition of vegetation and ground cover.
- Accumulation of sediment and debris at drainage basins.
- Areas clear of brush and tree growth.
- Erosion.
- Spillways clear of obstructions.
- Grates on drainage basins and structures should be clear of debris.
- Other conditions requested by the Town Engineer or his/her designee as described below:

Were photographs taken during the inspection? If so, identify the number of photographs taken, by whom, and on what date.

SCHEDULE B

If maintenance performed, check all maintenance actions taken:

- Vegetated areas maintained to promote vigorous and dense growth.
- Lawn areas should be mowed.
- Accumulation of litter, debris, grass clippings, silt, and leaves removed.
- Spot re-seeding and weed removal.
- Maintenance or repair to storm drainage structures and pipes.
- Maintenance or repair to riprap spillway areas (including clearance of sediment deposits and invasive plant species, repair of damage to or deterioration of areas, etc.).
- Removal of debris and sediment in and around outlet control structures.
- Maintenance or repair of undercut or eroded areas at detention basins and forebays.
- Removal of invasive vegetation at detention areas.
- Mowing of forebays and detention basins.
- Other maintenance requested by the Town Engineer or his/her designee as described below:

Were photographs taken before, during, or after maintenance was performed? If so, identify the number of photographs taken, by whom, and on what date.

If any other inspections, maintenance, and/or repairs were performed, describe same:
