

## **STORMWATER MANAGEMENT DRAINAGE SYSTEM MAINTENANCE AGREEMENT**

THIS AGREEMENT ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, property owner and/or a corporation organized and existing under the laws of the State of Connecticut and having its principal office and/or residence at \_\_\_\_\_, \_\_\_\_\_ (the "Owner") and THE TOWN OF RIDGEFIELD, a municipal corporation organized under the laws of the State of Connecticut and having its municipal offices at 400 Main Street, Ridgefield, Connecticut 06877 (the "Town").

### **WITNESSETH**

WHEREAS, the Owner is the owner of the real property and improvements located at: \_\_\_\_\_, Ridgefield, Connecticut, and being more particularly described in Schedule "A" attached hereto and made part hereof (the "Premises");

WHEREAS, the Ridgefield Planning and Zoning Commission (the "Commission") approved an application for a \_\_\_\_\_ pursuant to Planning and Zoning Commission File No. \_\_\_\_\_, and/or a Zoning Permit application was approved (the "Approval"), which Approval is incorporated herein by reference; and

WHEREAS, Section 7.15 of the Zoning Regulations and/or the Conditions of the Approval require, *inter alia*, that the Owner enter into a Maintenance Agreement with the Town of Ridgefield for the maintenance of the stormwater management system, including any pipes or other associated drainage components (hereinafter collectively referred to as "Stormwater Management Drainage System:)", to be constructed on the Premises, which are shown on the operative Stormwater Management Drainage System Plan and other plans which are part of the Approval (hereinafter collectively referred to as the "Plan") on file in the office of the Planning and Zoning Commission of the Town of Ridgefield.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged by the Owner, it is hereby agreed as follows:

- 1) The Owner (the term "Owner" shall at all times mean the respective owner of the premises at the time of each occurrence, event, or requirement), its successors and/or assigns, shall construct the improvements on the Premises in accordance with the specifications and details outlined on the Plan.
- 2) The Owner shall perform routine maintenance of the Stormwater Management Drainage System, including periodic cleaning, in accordance with the conditions of approval and the specifications described in the maintenance schedule attached hereto as Schedule "B" and made part hereof.

- 3) The Owner grants the Town and its Commission, their agents and employees, the right to enter the Premises at all reasonable times for the limited purpose of inspecting the Stormwater Management Drainage System to determine if the Owner is in compliance with this Agreement.
- 4) If, after an inspection is made pursuant to this Agreement and the Town or the Commission determine that the Owner has failed to comply with the aforesaid conditions, then the Commission shall give written notice of said determination to the Owner, which shall also specify the claimed non-compliance. Said notice shall be sent by registered or certified mail to the last known address of the Owner. If the Owner disputes the claim, it shall give written notice thereof to the Commission within ten (10) days of the date of said notice, and the Commission shall hold a hearing as promptly as possible to decide the merits of the disputed claim. If the claim is not disputed within said ten (10) days, the Owner shall have thirty (30) days from the date of said notice to correct said failure, unless it is impossible to cure said defect within said time, in which case, the necessary repairs shall be immediately commenced and diligently pursued to completion within a reasonable time, as determined by the Commission or its agent.
- 5) If the said failure is not remedied within the time frame herein stated, the Town or Commission may proceed to cure the same and charge the actual cost thereof to the Owner. The Owner agrees that the Town or Commission, on behalf of the Town, may prepare and file a lien in the Land Records of the Town of Ridgefield for the unpaid principal amount of the costs.
- 6) The Owner, on behalf of itself, its successors or assigns, agrees to reimburse the Town and/or the Commission for legal fees and court costs if it becomes necessary for the Town and/or the Commission to sue for reimbursement of same expended by the Town and/or the Commission in the performance of the Owner's obligations and the Town and/or the Commission has prevailed in such suit.
- 7) Owner agrees that this Agreement shall apply to and run with the land. It shall be binding on all future owners, administrators, executors, successors and assigns.
- 8) The Owner hereby represents to the Town that it is the Owner, in fee simple, of the Premises.
- 9) Owner agrees that this Agreement shall be recorded on the land records at the Owner's expense prior to a zoning permit and/or a Certificate of Zoning Compliance being issued.
- 10) Owner agrees not to assert the invalidity of this document.
- 11) Owner agrees that nothing herein shall be construed to be a limitation upon the right of the Town and/or the Commission to assert and enforce any rights it may have under federal, state or town statute, ordinance or regulation.

12) This Agreement shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals, the day and year first written above.

Signed and sealed in the  
presence of:

\_\_\_\_\_

Name: \_\_\_\_\_

OWNER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Its: President/CEO

## **SCHEDULE A**

All that certain piece or parcel of land with the buildings and improvements thereon, situated in the Town of Ridgefield, County of Fairfield and State of Connecticut, and being more particularly known and designated as \_\_\_\_\_ shown on a certain map on file in the Office of the Town Clerk of Ridgefield as Map No. \_\_\_\_\_ entitled:

## **SCHEDULE B**

### **STORM WATER MANAGEMENT DRAINAGE SYSTEM MAINTENANCE PLAN**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

The purpose of this Stormwater Management Drainage System Maintenance Plan (“Maintenance Plan”) is to ensure that the existing and proposed stormwater management drainage system, including all associated components, installed at \_\_\_\_\_ (Premises) is maintained in a properly functioning operational condition throughout the life of the project. The service procedures associated with this Maintenance Plan shall be performed as required by the parties legally responsible for their maintenance.

#### **Frequency of Inspection and Maintenance and Responsibility of Service:**

As defined below, the Stormwater Management Drainage System (“System”) components, at a minimum, shall be inspected and maintained as stated in this Maintenance Plan. The System shall be maintained in a properly functioning operational condition, as designed. At a minimum, the System shall 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 semi-annual inspections, and any as needed maintenance thereof, must be completed by an individual experienced in the construction and maintenance of stormwater drainage systems. Once every five (5) years the inspections must be completed by a professional engineer or a Registered Landscape architect with a CPESC.

#### **System Inspection and Maintenance Procedures:**

- 1) Drainage Inlets: All drainage outlets and connections shall be inspected and cleared of debris.
  - a. Drainage inlets and connections shall be inspected and completely voided of debris and accumulated sediment, etc., at the end of construction.
  - b. Drainage inlets and connections shall be inspected semi-annually, with one (1) inspection immediately following the completion of winter sanding and subsequent sweeping operations and one (1) inspection just prior to the winter season.

- c. Accumulated debris within the inlets shall be removed and any repairs necessary for proper functionality made to them as required.
  - d. Debris and sediments shall be removed at all times when they are within 12 inches of the invert of the outlet pipe.
  - e. Any repairs to any outlet protection material (riprap) shall be performed.
- 2) Storm Drainage Piping: All storm drainage piping shall be inspected and completely flushed of debris and accumulated sediment and maintained as required for proper functionality thereafter.
- a. All storm drainage piping shall be inspected and completely flushed of debris and accumulated sediment, etc. at the completion of construction.
  - b. All connection points shall be inspected and repaired as required for proper functionality on a semi-annual basis.
- 3) Recharger Units: Clean and maintain the unit(s) as recommended by the System design engineer and the Recharger unit manufacturer.
- a. Inspect inspection ports and cleanouts at least two (2) times per year.
  - b. Number of Recharger units: \_\_\_\_\_, Model \_\_\_\_\_, Model capacity \_\_\_\_\_.
- 4) Permeable/Pervious Surfaces: Avoid sediment producing activities, such as driving over a driveway with muddy tires or stockpiling salt, sand and soil directly on permeable/pervious surfaces in order to prevent blinding of said surface. All permeable/pervious services shall be kept clean from debris and sediment.
- a. No materials storage shall take place on permeable/pervious surfaces.
  - b. Maintain gutter guards on all gutters to prevent leaves and debris from clogging gutters and outlets.
  - c. Use only salt, sparingly as needed, to manage ice in winter.
  - d. Remove excess piles of salt or accumulated salt to prevent blinding of surfaces.
  - e. Clean via vacuuming or other measures recommended by the manufacturer of all permeable/pervious surfaces to remove debris and sediment, etc., in the spring & fall. Spring cleaning should occur following the last snowmelt to remove any remaining accumulated salt and other debris. Fall cleaning should occur late in the season in order to remove accumulated dead leaves and other debris.
  - f. Repair displacements in permeable/pervious surfaces by adding replacement materials as recommended by the material manufacturer.
  - g. If ponding of water is observed during precipitation events, cleaning, via vacuuming or similar methods shall occur.

- h. In the event that the permeable/pervious surfaces becomes clogged, an engineer must be retained to determine how to restore the permeable/pervious surface to its original condition. Correction repairs must be performed.
- 5) Catch Basins: All catch basins shall be inspected semi-annually. All catch basins shall be cleaned when the sump is half-full.
- 6) Sweeping: All impervious surfaces, including sidewalks, driveways, parking areas, etc. are to be swept clean of debris, sediment, sand, litter and other possible pollutants at least semi-annually as described below, and at other times as necessary:
  - a. Once between November 14 and December 15 (after final fall clean-up)
  - b. Once during the month of April (or immediately after the final snowmelt).
- 7) Hydrodynamic Separators: Inspection of hydrodynamic separator units shall be performed on a semi-annual basis. More frequent inspections shall occur if sediment levels are deemed excessive after a major storm events and after any type of spill event.
  - a. Maintenance of hydrodynamic separators is performed using vacuum trucks and/or pumping trucks
  - b. Number of Units: \_\_\_\_\_, Model \_\_\_\_\_, Model capacity \_\_\_\_\_.
  - c. Due to the hydrodynamic separator being sized based on the appropriate technical documentation, approximately fifteen percent (15%) of the total sediment capacity will be utilized per year. Therefore, at a minimum, the separators shall be cleaned at least once a year. Based on the accumulated sediment levels the cleaning may be increased accordingly, but not less than once a year.
- 8) Vegetated Water Quality Swale: Vegetated water quality swales shall be inspected semi-annually.
  - a. Maintenance of the swale shall require removal by hand-shovel of any accumulated debris and sediment, etc. on a semi-annual basis.
  - b. Mowing/trimming shall take place once a year during the plantings dormant season and shall be performed when the ground is firm enough to support mowing equipment without causing ruts and soil compaction.
- 9) Riprap: All riprap outlets, pads, and embankments shall be inspected semi-annually. To maintain its integrity and function, riprap deficiencies shall be repaired and replaced as needed.

10) Disposal of Materials: The standards for disposal of materials removed from the System shall be performed by an authorized Connecticut licensed waste management company, and if discharged in Connecticut shall be discharged to a Connecticut DEEP approved location.

11) Reporting: If any inspection results in changes or maintenance where soil is to be disturbed, the inspection report shall be submitted to the Planning and Zoning Commission or staff immediately, with a repair description that includes an explanation of the problem and the work required to repair the problem. It is the responsibility of the Owner, its successors, and/or assigns, to submit to the Planning and Zoning Department all copies of inspection reports as required per the Resolution of Approval in Planning and Zoning Commission File No.

12) Additional Requirements: