

**STORMWATER MANAGEMENT
INSPECTION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made to and entered into this {day} day of {month}, {year} by and between {name of owner}, representing {name of company} (“OWNER”), and the Town of Windsor, herein referred to as the “TOWN”, pursuant to Chapter 3 Article IX of the Windsor Code of Ordinances (Stormwater Management Ordinance),

WHEREAS, the OWNER is the owner of the following described lands of Windsor, County of Hartford, State of Connecticut, and known as “{insert address}” being more particularly bounded and described on Schedule A attached.

{Insert legal description of land}, and incorporated herein by reference.

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenant, all rights, titles, and interests in the property described above, do hereby convent with the TOWN and agree as follows:

WHEREAS, the OWNER is developing the Property; and

WHEREAS, the Site Plan, known as “{insert name of site plan}”, prepared by {insert name of engineer} of {city/town, state}, with the latest revision date of {insert date}, herein after called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the TOWN, provides for on-site stormwater management practices within the confines of the property; and

WHEREAS, the TOWN requires that on-site Stormwater Management Practices as shown on the Plan be constructed and adequately maintained by the OWNER, its heirs, successors and assigns.

WHEREAS, the Owner has agreed to perform maintenance on the Stormwater Management Facilities to ensure that the facilities are maintained in proper working condition to meet design standards and other provisions established, which said maintenance has been deemed to be of mutual benefit to the TOWN and the OWNER.

NOW THEREFORE, THIS INSPECTION AND MAINTENANCE AGREEMENT WITNESSETH, that in consideration on the mutual promises contained herein, the parties hereto do agree as follows:

1. The OWNER shall install and maintain all of the aforesaid Stormwater Management Facilities to Town specifications pursuant to the approved Plan.
2. The OWNER shall conduct inspections and maintenance to ensure proper performance of the Storm Management Facilities as follows:

- {insert list of inspection and maintenance activities based on site specific facilities}

{THE FOLLOWING IS A LIST OF STANDARD I&M PROCEDURES MOST COMMON TO SITE DEVELOPMENT. THESE ITEMS MAY BE MADE MORE STRICT OR MORE LENIENT BY THE TOWN ENGINEER BASED ON SITE SPECIFIC CIRCUMSTANCES}

- Parking Area Surface Cleaning – All paved parking areas shall be swept annually between April 1st and July 1st.
- Catch Basins –
 - All basin grates shall be kept clear of leaves, snow, ice, trash, sediment, and debris.
 - All catch basins shall be inspected annually between May 1st and September 15th and sumps shall be cleaned when the depth of accumulated material exceeds 1 foot. Accumulated sand, dirt and debris shall be disposed of off-site in a proper manner.
- Storm Drainage Pipes and Structures – All storm drainage structures and pipes shall be kept in proper working condition.
- Dry Wells – Dry wells shall be inspected at least once per year and cleaned as necessary.
- Rip-Rap Outlet/Level Spreader – Rip-Rap outlet areas should be inspected at least semi-annually and after substantial rainfall events. The area shall be cleared of all sediment deposits and invasive plant species. Damage and deterioration of the area shall be repaired immediately.
- Outlet Control Structures – Outlet control structure shall be inspected monthly. Debris and sediment within the structure shall be removed as needed or at least once per year between May 1st and September 15th.
- Detention Basins
 - Shall be inspected monthly for evidence of erosion. Undercut or eroded areas shall be repaired within 30 days of documentation.
 - Shall be inspected for invasive vegetation at least once every six months.
 - Shall be inspected annually for excessive siltation and removed and disposed of off-site in a proper manner
 - Forebays and detention basins shall be mowed once per year at the end of the growing season no later than October 15th.
- Siltation forebays – Accumulated sediment from siltation forebays shall be removed once every five years. Accumulated materials shall be disposed of off-site in a proper manner.
- Hydrodynamic Separators – Hydrodynamic separators shall be inspected monthly. Debris and sediment within the structure shall be removed as needed, or at least once per year between May 1st and September 15th.
- Underground Infiltration Units – All underground infiltration systems shall be inspected for the first time immediately after the first rainfall of the stormwater system operation. Following the first inspection, it is recommended to be inspected quarterly or when an extreme storm occurs. The Owner is to refer to the maintenance guidelines of the system manufacturer.

- Water Quality Units - All water quality units shall be inspected monthly. Debris and sediment shall be removed as needed or at least once per year. The Owner is to refer to the maintenance guidelines of the system manufacturer.
 - Refer to the latest edition of the Connecticut Guidelines for Stormwater Quality Management, a well as the Town's Engineering Standards and Specifications, as amended, and the Town's Stormwater Manual, as amended, for the proper implementation of stormwater management.
3. The OWNER agrees to permit the Town Engineer, or his/her representative, to enter the property at reasonable times and in a reasonable manner for the purpose of inspection.
 4. Inspection programs by the Town Engineer may be established 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 performance inspection under environmental or safety laws.
 5. Records of all maintenance and repairs to the stormwater management facilities shall be kept on-site and shall be provided to the Town Engineer upon request. Failure to maintain these documents may subject to OWNER to violations under the Town's *Stormwater Management Ordinance*.
 6. This agreement shall be recorded by the OWNER in the Town of Windsor Land Records.
 7. This agreement shall run with the land and shall ensure to the benefit of and be binding upon and enforceable upon all the parties hereto, their heirs, personal representatives, successors and assigns, and any person claiming under OWNER shall be bound by the provisions hereof.
 8. Upon recording, the OWNER shall obtain a certificate of title to the Town of Windsor from a lawyer licensed to practice in Connecticut certifying that the Inspection and Maintenance Agreement is valid and binding upon the owner and its heirs, successors and assigns as appropriate, free from all mortgages or other encumbrances which could defeat its priority on the land records.

IN WITNESS WHEREOF, the parties hereto executed this Agreement, the day and year first above written.

Signed, Sealed and Delivered in
the presence of:

{OWNER}

TOWN OF WINDSOR

By _____

Its Town Engineer
Duly Authorized

STATE OF CONNECTICUT)

: ss. Windsor

COUNTY OF HARTFORD)

Personally appeared {TOWN ENGINEER}, Town Engineer of the TOWN OF WINDSOR, 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 WINDSOR, before me.

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

Notary Public

My Commission Expires:

STATE OF CONNECTICUT)

: ss. Windsor

COUNTY OF HARTFORD)

Personally appeared {OWNER}, {Title}, and acknowledged the same to be his free act and deed as such {Title}, and the free act and deed of said corporation before me.

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

Notary Public

My Commission Expires: