

NOTICE OF STORMWATER FACILITIES AND AFFIRMATIVE COVENANT

WHEREAS,

On (Date) _____ the Town of Glastonbury (Grantee) issued a permit to the property owner (Grantor(s)):

At (Address):

To include a privately maintained stormwater drainage, detention, and/or stormwater treatment system stormwater facilities (Type) (hereinafter “Stormwater Facilities”):

Per (Permit Type, Permit Date and Permit Number):

Said Facilities and their location are shown on Map # _____ on file with the Town Clerk of the Town of Glastonbury, to which reference may be made for a more particular description thereof.

NOW THEREFORE,

The undersigned Grantor(s) declare(s) the above-described property contains a privately maintained Stormwater Facilities and, on behalf of itself, its heirs, successors and assigns, in consideration for One Dollar (\$1.00) and other good and valuable consideration, which receipt is hereby acknowledged, hereby affirmatively covenants and agrees as follows:

DUTIES OF GRANTOR(S):

1. Grantor(s) shall retain the private Stormwater Facilities. Written Permission from the Town of Glastonbury Community Development Office and/or land use commissions is required before alteration, removal or abandonment of the Facility.
2. Grantor(s) shall regularly inspect and maintain/repair the private Stormwater Facilities on the said-described property in accordance with the standards specified in:
 - a. The approved plan set, or, if not provided, then
 - b. The manufacturer’s guidance, or, if not provided, then
 - c. The Connecticut Stormwater Quality Manual (2024 revision), Appendix B – Structural Stormwater BMP Maintenance Inspection Checklist and References, as same may be amended from time to time.

3. Grantor(s) shall inspect the Stormwater Facilities as often as conditions require, but a minimum of once per each calendar year. Grantor(s) shall contact the Community Development Office to inquire what permits and permissions are to be obtained or submissions required prior to effectuating any maintenance/repair.
4. Grantor(s), in effecting this maintenance/repair, shall restore the Stormwater Facilities to like new condition, or if that is not practical, to an acceptable condition to the extent listed and/or described in the approved plan set, manufacturer's guidance or Connecticut Stormwater Quality Manual Appendix B – Structural Stormwater BMP Maintenance Inspection Checklist and References.
5. Grantor(s) shall be required to obtain written approval from the Environmental Planner, or when applicable, by statute or local ordinance the Town of Glastonbury Inland Wetlands and Watercourses Agency and/or the Glastonbury Conservation Commission, prior to grading, filling, piping, cutting or removing vegetation (except for routine and minor landscape maintenance) in open vegetated drainage facilities (such as biofiltration swales, channels, ditches, ponds, etc.) or performing any alterations or modifications to the Stormwater Facilities.
6. Grantor(s) shall assume all responsibility for the implementation and cost of any maintenance and/or repairs to the Stormwater Facilities.
7. In the event the Grantor(s) fail(s) to meet its responsibilities hereunder, the Grantee may, at its sole option, remedy said defective performance and shall be reimbursed by the Grantor(s) for its costs for same.
8. This Affirmative Covenant which shall run with the land on which the Stormwater Facility is located and shall be binding on the Grantor(s), its heirs, successors and assigns.
9. Grantor(s) acknowledge(s) the Grantee has no possessory rights in the property on which the Stormwater Facility is located, nor in the Stormwater Facility itself nor any responsibility to maintain or operate same. Grantor(s) is/are responsible to pay and discharge when due all property taxes and assessments and avoid the imposition of any liens that may affect the Grantor(s)' rights hereunder.
10. This Affirmative Covenant may be enforced at law or in equity. The failure or delay of the Grantee, for any reason whatsoever, to enforce this Agreement and Affirmative Covenant shall not constitute a waiver of its rights hereunder, and the Grantor(s) hereby waive(s) any defense of laches, prescription, or estoppel.

IN WITNESS WHEREOF, the Grantor(s) has/have hereunto set or caused to be set his/her hand on this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

WITNESS:

GRANTOR

GRANTOR

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss. Glastonbury

Personally appeared, _____, signer(s) and sealer(s) of the foregoing instrument, who acknowledged that the same is his/her free act and deed, before me.

NOTARY PUBLIC
My Commission Expires:

The foregoing Affirmative Covenant is hereby accepted by the Town of Glastonbury, acting herein by Jonathan Luiz, its Town Manager, duly authorized:

WITNESS:

GRANTEE – TOWN OF GLASTONBURY
JONATHAN LUIZ, TOWN MANAGER
Date: _____

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss. Glastonbury

Personally appeared, JONATHAN LUIZ, TOWN MANAGER, of the Town of Glastonbury, signer and sealer of the foregoing instrument, who acknowledged that the same is his free act and deed of the Town of Glastonbury, before me.

NOTARY PUBLIC
My Commission Expires: