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Land Use Department

Memorandum of Understanding

This Memorandum of Understanding (this "MOU") is entered into as of [Date] by and between Groton Utilities, a municipal utility having a business address at [GU Address] ("GU"), EG Shoreline IV LLC, a Connecticut limited liability company having a business address at 3 Pomperaug Office Park, Suite 105, Southbury, Connecticut 06488 ("EGH"), and _____ Homeowners Association, Inc., having an address at _____ (the "HOA" and together with EGH and GU, each a "Party" and collectively, the "Parties") with regard to the property and System (as hereinafter defined) located at 1947 Groton Center Road, Ledyard, Connecticut (the "Property").

1. Purpose.

This MOU is intended to provide a clear operational framework for ongoing stormwater monitoring and maintenance at the Property. For purposes of this Agreement, the "System" shall mean the stormwater management systems installed at and serving the Property, including without limitation stormwater structures and detention basins.

2. Term

For purposes of this MOU, the Term shall commence on the "Commencement Date," which shall be the date the binder course is laid at the Property. Commencing on the Commencement Date, each twelve (12) month period during the Term shall be referred to herein as a "Contract Year." For avoidance of doubt, the first 12 month period following the Commencement Date shall be Contract Year 1, the second 12 month period shall be Contract Year 2, and the third 12 month period shall be Contract Year 3.

The Parties acknowledge that EGH shall have the responsibilities set forth in Contract Year 1 – Contract Year 3, as set forth in Section 3 hereof and specifically assigned to EGH. Upon completion of Contract Year 3, all responsibility and liability of EGH under this Agreement shall terminate as to EGH and shall be assumed by the HOA. In addition, the HOA shall carry out all additional responsibilities assigned to the HOA hereunder. After completion of Contract Year 3, EGH shall have no responsibility or liability for the HOA's performance of such obligations.

3. Contract Year 1 – Contract Year 3 EGH Testing Obligations

- (a) During Contract Year 1, EGH shall perform quarterly stormwater effluent testing ("SET") at its sole cost and expense. If the results of the Contract Year 1 SET are within the applicable water quality standards, as defined by the CT Department of Energy and Environmental Protection, the SET for Contract Year 2 and Contract Year 3 shall be performed by EGH on a semi-annual basis. If the results of Contract Year 1 SET are not within the applicable water quality standards, as defined by the CT

Commented [RD1]: Chris, is there a termination date?

Commented [CB2R1]: Fo EGH it's contract year 3, for the HOA there isn't one.

Department of Energy and Environmental Protection, the SET for Contract Year 2 and Contract Year 3 shall continue to be performed by EGH on a quarterly basis.

- (b) All SET results shall be delivered by EGH to GU (at the address set forth in this MOU, unless otherwise designated in writing) in a timely manner after receipt from EGH's testing consultant, laboratory or other vendor. Notwithstanding the foregoing, GU may, at its option and upon seven (7) days prior written notice to EGH, authorize GU personnel to retrieve any SET samples at GU's sole cost and expense. EGH shall reasonably cooperate with GU in facilitating access for such sampling, subject to reasonable operational, insurance, security and non-interference requirements. Except in an emergency, GU's access shall occur during normal business hours and in a manner that does not unreasonably interfere with construction, operations, residents, or use of the property. GU shall be responsible for, and shall promptly restore and repair, any damage to the System or property caused by GU or its personnel, consultants, contractors, or representatives in connection with such access or sampling.
- (c) During Contract Year 1 – Contract Year 3, EGH shall conduct weekly inspections of the System as required by the Storm Water Permit issued to EGH. EGH shall provide GU with copies of the results of EGH weekly inspections upon GU's prior written request.
- (d) Beginning in Contract Year 4 and continuing each Contract Year thereafter, GU shall have the right, upon at least one (1) week prior written notice to the HOA, to retrieve its own stormwater samples for testing.

4. Long-Term Maintenance of the System

Commencing on the first day of Contract Year 4 and continuing for each Contract Year thereafter, the HOA shall contract with a qualified vendor for the yearly maintenance of the System, in accordance with the following:

- (a) Conduct semi-annual inspections of the System in May and November;
- (b) Inlet and outlet area of detention basins should be checked for possible erosion, scours, breaches and/or sediment build-up, particularly during the May inspection. If any deficiency is observed, repairs should be scheduled by the HOA at its sole cost and expense, as soon as possible.
- (c) The inlet and outlet structures shall be visually checked for integrity and performance, with a special emphasis on the removal of any blockage from forest litter (tree limbs in May and leaves in November).
- (d) The buildup of suspended solids in and around the inlet and outlet structures should be carefully monitored. If observed, removal should be scheduled by the HOA at its sole cost and expense as part of any periodic maintenance.

- (c) Mowing of all grass areas in and around the basins shall be performed on a biannual basis.

5. No Transfer of Ownership or Regulatory Responsibility

Nothing in this MOU shall be construed to transfer ownership of the Property or the System or to waive any regulatory requirement otherwise applicable to EGH, the HOA, or GU.

6. Good Faith Cooperation. Compliance With Laws.

- (a) The Parties acknowledge that the successful implementation of this MOU depends on ongoing cooperation regarding stormwater monitoring, inspection, and maintenance. The Parties agree to communicate in good faith regarding any material concerns arising from test results, observed deficiencies, or access coordination.
- (b) Each Party shall comply with all laws, permits, approvals, orders, and recorded instruments applicable to such Party's performance under this Agreement

7. Amendment

This MOU may be amended only by a written instrument signed by authorized representatives of GU,EGH (Contract years 1-3) and HOA Contract year 4 and thereafter. No course of dealing, course of performance, delay, or failure to enforce any provision shall constitute an amendment or waiver.

8. Counterparts and Electronic Signatures

This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed effective to the same extent as original signatures.

9. Binding Agreement

The Parties intend that this MOU shall be binding and enforceable against each Party and its successors and assigns according to its terms.

10. Damage to the System

- a) GU shall be responsible for, and shall promptly restore and repair, any damage to the System or property caused by GU or its personnel, consultants, contractors, or representatives in connection with GU's access, sampling, testing, inspection, or other activities under this Agreement.

11. Notices

Any notice under this MOU shall be given in writing to the representatives identified below, or to such other representative as a Party may designate in writing. Notices shall be deemed given when received, except that email notices shall be deemed given upon transmission if sent on a business day before 5:00 p.m. local time of the recipient and otherwise on the next business day, provided that no automated failure or undeliverability notice is received

EGH:
EG Shoreline IV LLC
3 Pomperaug Office Park
Suite 105
Southbury CT 06488
Attn:

GU:

HOA:

12. Signatures

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the Effective Date written above. Each person signing below represents that such person is duly authorized to bind the Party on whose behalf such person signs.

Groton Utilities

By: _____

Name: [Name]

Title: [Title]

Date: _____

EG Home LLC

By: _____

Name: [Name]

Title: [Title]

Date: _____

_____ Homeowners Association, Inc.

By: _____

Name: Chris Bennett

Title: President

Date: _____