



Appendix A

MODEL INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

PLEASE NOTE

- This **model Inspection and Maintenance Agreement** is for use in conjunction with the requirements of Section **XXXX.08 and XXXX.12 of CRWP’s Model Ordinance for Comprehensive Storm Water Management** to ensure the long term operation, maintenance, and funding of storm water best management practices.
- This model agreement must be tailored to each development project to list the specific BMPs covered by the agreement, and the funding and operation and maintenance conditions accepted by the Community.
- Please contact CRWP for assistance in tailoring this model to your community’s needs.

This Inspection and Maintenance Agreement, made this _____ day of _____ 200_, by and between the *[party responsible for the project on which the storm water best management practices will be located]* (hereafter referred to as the Owner) and the *[Community]* hereafter referred to as the Community, provides as follows:

WHEREAS, the Owner is responsible for certain real estate shown as Tax Map No. *(parcel number)* that is to be developed as *(development’s official name)* and referred to as the Property; and,

WHEREAS the Owner is providing a storm water management system consisting of the following storm water management practices *(list all components of the storm water management system)* as shown and described on the attached Comprehensive Storm Water Management Plan *(attach copy of development’s approved plan)*; and,

WHEREAS, to comply with Section **XXXX.XX** of the Codified Ordinances of the *[Community]* Comprehensive Storm Water Management, pertaining to this project, the Owner has agreed to maintain the storm water management practices in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

FINAL INSPECTION REPORTS AND AS BUILT CERTIFICATION

The Owner shall certify in writing to the *[Community]* within 30 days of completion of the storm water management practices that the storm water management practices are constructed in accordance with the approved plans and specifications. The Owner shall further provide As Built Certifications of the locations of all access and maintenance easements and each storm water



management practice, including those practices permitted to be located in, or within 50 feet of, water resources, and the drainage areas served by each storm water management practice.

MAINTENANCE PLANS FOR THE STORM WATER MANAGEMENT PRACTICES

1. The Owner agrees to maintain in perpetuity the storm water management practices in accordance with approved Maintenance Plans listed in #2 below and in a manner that will permit the storm water management practices to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the approved Comprehensive Storm Water Management Plan. This includes all pipes and channels built to convey storm water to the storm water management practices, as well as structures, improvements, and vegetation provided to control the quantity and quality of the storm water.

2. The Owner shall provide a Maintenance Plan for each storm water management practice. The Maintenance Plans shall include a schedule for monthly and annual maintenance. The Owner shall maintain, update, and store the maintenance records for the storm water management practices. The specific Maintenance Plans for each storm water management practice are as follows:

Note: This section must be tailored to the BMPs approved for a specific development and the maintenance necessary and associated schedule for each BMP. The following are example BMPs.

- (a) Stormwater Pond Maintenance. To be completed MONTHLY.
 - (1) Remove floating debris.
 - (2) Remove woody vegetative growth from pond area including embankments.
 - (3) Remove trash and/or accumulated sediment.
 - (4) Remove obstructions in orifices and/or outlets.

- (b) Stormwater Pond Maintenance. To be completed ANNUALLY.
 - (1) Repair erosion to outfall or spillway.
 - (2) Repair and/or replace damaged structures, such as catch basins, risers, pipes, and headwalls.
 - (3) Repair animal burrows and/or other leaks in the dam structures.
 - (4) Remove debris from overflow spillway and grates.
 - (5) Mow embankments and remove woody vegetation on embankments.
 - (6) Inspect and remove invasive plants.
 - (7) Dredge pond on a 3-7 year cycle or as necessary to retain design capacity.

- (c) Infiltration Trench Maintenance. To be completed MONTHLY.
 - (1) Remove debris and or sediment from inlet and outlet pipes.



- (2) Minimize heavy equipment, including mowers, in the vegetated areas to reduce compaction.
 - (3) Check observation wells 72 hours after rain events twice a year to ensure dewatering between storms is taking place at the facility. Repair as necessary to ensure functionality.
 - (4) Repair washed-out/damaged check dams.
 - (d) Infiltration Trench Maintenance. To be completed ANNUALLY.
 - (1) Remove sediment in sediment traps and pretreatment swales
 - (2) Check and remove any tree cover over trenches.
 - (3) Remove any aggregate (soil/mineral based) deposits.
 - (e) Bioretention Area Maintenance. To be completed MONTHLY.
 - (1) Minimize heavy equipment, including mowers, in the vegetated areas to reduce compaction.
 - (2) Remove and replace any diseased or dead plant material. If specific species are not successful in the bioretention area, replace as appropriate to ensure full vegetation as designed.
 - (f) Bioretention Area Annual Maintenance. To be completed ANNUALLY.
 - (1) Replace mulch at a depth of no greater than 3” and cover the entire area.
 - (2) Remove compacted mulch prior to new mulch placement.
 - (3) Repair any areas that have eroded.
 - (5) Ensure cell is dewatering within 1.66 days or 40 hours as required by the Ohio EPA and not bypassing facility. Repair as necessary to ensure functionality.
 - (g) ***Maintenance Plans for all Storm Water Management Practices with decentralized design criteria shall be drawn up to comply with the latest edition of the Ohio Department of Natural Resources Division of Soil and Water Conservation “Rainwater and Land Development Manual”.***
3. The Owner shall perform all maintenance in accordance with the above Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the ***[Community]***.

INSPECTION AND REPAIRS OF STORM WATER MANAGEMENT PRACTICES

1. The Owner shall inspect all storm water management practices listed in Section B above, every three (3) months and after major storm events for the first year of operation.
2. The Owner shall inspect all storm water management practices listed in Section B above at least once every year thereafter.
3. The Owner shall submit Inspection Reports in writing to the ***[Community]*** engineer within 30 days after each inspection. The reports shall include the following:



The date of inspection; _____

Name of inspector; _____

The condition and/or presence of:

(i) _____

(ii) _____

(iii) _____

(iv) _____

(v) _____

(vi) _____

(vii) _____

(viii) Any other item that could affect the proper function of the Facility.

4. The Owner grants permission to the *[Community]* to enter the Property and to inspect all aspects of the storm water management practices and related drainage whenever the *[Community]* deems necessary. The *[Community]* shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.
5. The Owner shall make all repairs within ten (10) days of their discovery through Owner inspections or through a request from the *[Community]*. If repairs will not occur within this ten (10) day period, the Owner must receive written approval from the *[Community]* engineer for a repair schedule.
6. In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the storm water management practices, or the Owner fails to maintain the storm water management practices in accordance with the approved design standards and Maintenance Plan, or, in the event of an emergency as determine by the *[Community]*, it is the sole discretion the *[Community]*, after providing reasonable notice to the Owner, to enter the property and take whatever steps necessary to correct deficiencies and to charge the cost of such repairs to the Owner. The Owner shall reimburse the *[Community]* upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the *[Community]*. All costs expended by the *[Community]* in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner. Nothing herein shall obligate the *[Community]* to maintain the storm water management practices.

FUNDING

The Owner shall specify the method of funding for the perpetual inspection, operation, and maintenance of the storm water management practices listed in this Inspection and Maintenance Agreement. This funding mechanism shall be approved by the *[Community]*.

INDEMNIFICATION

The Owner hereby agrees that it shall save, hold harmless, and indemnify the *[Community]* and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the storm water management practices, in accordance with the terms and conditions set forth



herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the storm water management practices.

The parties hereto expressly do not intend by execution of this Inspection and Maintenance Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Inspection and Maintenance Agreement.

This Inspection and Maintenance Agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.

The current Owner shall promptly notify the *[Community]* when the Owner legally transfers any of the Owners responsibilities for the storm water management practices. The Owner shall supply the *[Community]* with a copy of any document of transfer, executed by both parties.

Upon execution of this Inspection and Maintenance Agreement, it shall be recorded in the Clerk's Office of the Circuit Court of *[County]*, Ohio, at the Owner's expense.

IN WITNESS WHERE OF, the Owner has caused this Inspection and Maintenance Agreement to be signed in its names by a duly authorized person.

(Sign) Individual Owner

(Please type)

By: _____
Appropriate Community official