MODEL INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

This Inspection and Maintenance Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_, 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 ***City of Amherst***, provides as follows:

**WHEREAS,** the ***Owner*** is responsible for certain real estate that is to be developed as ***[development’s official name and Phase if necessary]*** 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 indicated by the approved development plans or final construction drawings; and,

**WHEREAS**, to comply with Section **916** of the Codified Ordinances of the ***City of Amherst***, 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:

### 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.
	2. The ***Owner*** shall provide an Inspection and Maintenance Plan for each storm water best management practice; they may be combined into one manual. The Inspection and 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:
	3. Storm water 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.
			1. Storm water 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.
1. 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.
2. 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.
3. Bio-retention 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 bio-retention area, replace as appropriate to ensure full vegetation as designed.

Bio-retention Area Annual Maintenance. To be completed ANNUALLY.

Replace mulch at a depth of no greater than 3” and cover the entire area.

Remove compacted mulch prior to new mulch placement.

Repair any areas that have eroded.

Ensure cell is dewatering within 40 hours as required by the Ohio EPA and not bypassing facility. Repair as necessary to ensure functionality.

(g) For any BMP’s not listed above, please provide monthly/annual maintenance plan as per standard practices.

* 1. 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 ***City of Amherst.***

### INSPECTION AND REPAIRS OF STORM WATER MANAGEMENT PRACTICES

* + 1. The ***Owner*** or agent shall inspect all storm water management practices listed above, every three (3) months and after major storm events for the first year of operation. For the purposes of this document, a major storm event shall be defined as 0.5 inches or more of rainfall in a 24-hour period. A certified inspector is not required for this inspection.
		2. The ***Owner*** shall use a storm water certified professional (e.g. CESSWI, CPESC), as approved by the ***City of Amherst***, to inspect all storm water management practices, listed above, at least once every year thereafter.
		3. The ***Owner*** shall submit an Annual Inspection Report in writing to the ***City of Amherst*** prior to August 1st of each year. Records of all inspection and regular maintenance performed throughout the year shall be included in the annual report.
		4. Inspections shall be performed monthly, included in the Annual Inspection Report and made available to the ***City of Amherst*** upon request. The storm water professional shall use the appropriate inspection form located in Appendix 2 of the July 2015 *Maintaining Stormwater Control Measures:* *Guidance for Private Owners & Operators* as published by the Northeast Ohio Storm Water Training Council (<https://epa.ohio.gov/static/Portals/35/documents/SCM_OM_Manual_Final_7-30-15.pdf>) or approved equal.
		5. Current contact information of the responsible party shall be included on the inspection forms and with the annual report. The ***City of Amherst*** shall be notified in writing upon change.
		6. The ***Owner*** grants permission to the ***City of Amherst*** to enter the Property and to inspect all aspects of the Storm water management practices and related drainage whenever the ***City of Amherst*** deems necessary. The ***City of Amherst*** shall provide the ***Owner*** copies of the inspection findings and a directive to commence with the repairs if necessary.
		7. The ***Owner*** shall make all repairs within ten (10) days of their discovery through ***Owner*** inspections or through a request from the ***City of Amherst***. If repairs will not occur within this ten (10) day period, the ***Owner*** must submit a repair schedule to the ***City of Amherst*** for approval.
		8. 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 determined by the ***City of Amherst***, it is the sole discretion of the ***City of Amherst***, 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 ***City of Amherst*** within ten (10) days of receipt of actual cost incurred by the ***City of Amherst***. All costs expended by the ***City of Amherst*** in performing such necessary maintenance or repairs shall constitute a lien against the properties of the ***Owner***.
		9. Nothing herein shall obligate the ***City of Amherst*** to maintain the Storm water management practices

**FUNDING**

1. 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 ***City of Amherst***.

### INDEMNIFICATION

* + 1. The ***Owner*** hereby agrees that it shall save, hold harmless, and indemnify the ***City of Amherst*** 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.
		2. 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 ***Owner***s of the property.
		3. The current ***Owner*** shall promptly notify the ***City of Amherst*** when the ***Owner*** legally transfers any of the ***Owner***s responsibilities for the storm water management practices. The ***Owner*** shall supply the ***City of Amherst*** with a copy of any document of transfer, executed by both parties.

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

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(Sign) Property Owner / Authorized Official

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