

**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 Avon* hereafter referred to as the Community, 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 **1050.08** of the Codified Ordinances of the *City of Avon*, 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 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:
 - (a) Storm water Pond Maintenance. To be completed AFTER ANY SIGNIFICANT RAIN EVENT.
 - (1) Remove floating debris.
 - (2) Remove obstructions in orifices and/or outlets.
 - (b) 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.
- (c) 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.
- (d) Infiltration Trench Maintenance. To be completed AFTER EACH SIGNIFICANT RAIN EVENT.
- (1) Remove debris and or sediment from inlet and outlet pipes.
 - (2) Repair washed-out/damaged check dams.
- (e) 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.
- (f) 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.
- (g) Bio-retention Area Maintenance. To be completed AFTER EACH SIGNIFICANT RAIN EVENT.
- (1) Remove any debris.
- (h) Bio-retention Area Maintenance. To be completed MONTHLY.
- (2) Minimize heavy equipment, including mowers, in the vegetated areas to reduce compaction.
 - (3) 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.

- (i) Bio-retention 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.
 - (2) 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.

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

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 *City of Avon*.

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. A certified inspector is not required for this inspection.

- 2. The Owner shall use a Storm water certified person (e.g. CESSWI, CPESC), as approved by the *City of Avon* Engineer, to inspect all storm water management practices listed above at least once every year thereafter.

- 3. The Owner shall submit Annual Inspection Reports in writing to the *City of Avon* engineer within 30 days after each inspection or prior to August 1st of each year. The storm water inspector shall use the inspection form located in Appendix A, “Annual Storm water BMP Inspection form” of the codified ordinance 1050.08 or approved equal. Listing of all corrective actions coming from the annual inspection shall be listed as either High Priority or Normal Priority. Records of all regular maintenance performed throughout the year and records of normal priority corrective actions from the previous year shall be included in the annual report.

- 4. Current contact information of the responsible party shall be included with the annual report. The city shall be notified in writing upon change.

Corrective Actions

- 1. High Priority items shall be corrected within three (3) months of the date of the inspection report unless further time is allowed by the *City of Avon* Engineer. Once complete, a letter shall be submitted so the city engineer can personally inspect.

- 2. Normal Priority items shall be corrected by the next annual inspection and listed in the next annual report.

INDEMNIFICATION

1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the *City of Avon* 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 owners of the property.
3. The current Owner shall promptly notify the *City of Avon* when the Owner legally transfers any of the Owners responsibilities for the storm water management practices. The Owner shall supply the City of Avon 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.

(Sign) Property Owner / Authorized Official

(Please print)

Contact Information-(Business card if available)

Print Name: _____

Title: _____

Address: _____

E-Mail: _____

Phone: _____

Fax: _____

Preferred method of contact: _____