

Kent Heights Recreational Facility

Map 408, Block 17, Parcel 16
Clyde Avenue
East Providence, RI

Operation and Maintenance Plan Pollution Prevention Plan

Prepared for:
City of East Providence



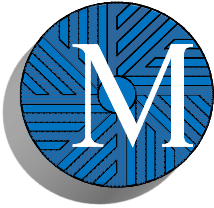
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Prepared by:



Project Number: 22.134.783

August 2023
Revised September 20, 2023



STORMWATER MANAGEMENT OPERATION AND MAINTENANCE PLAN

Long-term maintenance of the drainage system shall be completed by the owners/operator under a legally binding and enforceable maintenance agreement. The Town of Middletown is not responsible for maintenance of the BMPs.

OWNER/APPLICANT:

City of East Providence, RI

The contractor / operator shall maintain all drainage components during and directly after construction. All operational maintenance requirements will be recorded on the title.

OPERATOR / CONTRACTOR:

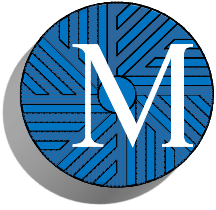
TBD

During construction of each individual lot, the rain gardens shall be inspected throughout and any issues shall be reported on the attached construction inspection reporting forms.

All inspections reports shall be kept on file with the Stormwater Management Operation and Maintenance Plan.

GENERAL FOR ALL BMPS:

1. A legally binding and enforceable maintenance agreement shall be executed by the facility owner.
2. The contractor shall be responsible for inspection, maintenance and repair to all drainage structures and related appurtenances on the site during construction and for a maximum of one (1) year following completion of construction, at which time the drainage structures and appurtenances are accepted by the engineer and the owner.
3. Following acceptance, the long-term maintenance shall be the responsibility of the owner until it is deeded to another responsible entity.
4. All costs incurred for maintenance, cleaning, and inspection are the responsibility of the applicant and/or responsible party. In certain cases, the appropriate DEM program may require documentation of maintenance.
5. Inspection of the BMPs and all inlet and outlet structures shall be performed after storms equal to or greater than the 1-year, 24-hour Type III storm (2.7" event) and at least once annually, preferably during a storm event to inspect for proper functioning of the facility. During the first 6 months of operation, BMPs shall be inspected at least during the first two precipitation events of at least 1.0-inches of rainfall.
6. Any inadvertent or deliberate discharge of waste oil or any other pollutant to the stormwater disposal system requires immediate notification of the DEM Oil Pollution Control Program at 222-2284, per Oil Pollution Control Regulations. During non-working hours, notification of spills can be made to the DEM division of enforcement at 222-3070, the 24-hour emergency response phone number.
7. All trash, litter and other debris shall be removed from any stormwater facility including inlet and outlet structures. This must be accomplished at least twice per year, preferably in the spring and fall.



8. Repairs or replacement of inlet/outlet structures, rip-rap channels, fences, or other elements of the facility shall be completed within 30 days of deficiency reports. If an emergency is imminent, then repair/replacement must be completed immediately.

PEASTONE TRENCH O&M:

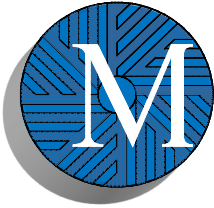
1. The slopes shall be inspected for erosion and gullyng.
2. Stone shall be reinforced if erosion is present at outfalls or if it has been compromised.
3. Inspect for sediment accumulation and it shall be removed if it reaches 6" or 25% of the storage volume.
4. No woody growth shall ever be allowed to remain in and around the trenches.
5. Areas of erosion or disturbance shall be re-established immediately.
6. Inlets and outlets shall be cleared of debris as needed.

BIORETENTION O&M:

1. The facility shall be inspected annually to ensure filtration rates are being met. If standing water is observed for more than 48 hours after a rain event, the top 6 inches shall be rototilled, and any compacted soils shall be removed. If this does not solve the problem, the top 6 inches of the sand filter shall be removed and replaced.
2. Riprap shall be reinforced if erosion is present at outfalls or if it has been compromised.
3. Mow grass to maintain a 4-6" strong stand of turf. If grasses reach 10" in height, mowing shall be done immediately. All clippings shall be collected and disposed of immediately.
4. No woody growth shall ever be allowed to remain in and around the filter.
5. Areas of erosion or disturbance shall be reestablished immediately.
6. Inlets and outlets shall be cleared of debris as needed.

DETENTION BASIN O&M:

1. The facility shall be inspected annually to ensure it is draining. If standing water is observed for more than 48 hours after a rain event the top 6" shall be rototilled and any compacted removed. If this doesn't solve the problem the top 6" of the basin shall be removed and replaced.
2. The facility shall be inspected annually for erosion, gullyng, or damage.
3. Riprap shall be reinforced if erosion is present at outfalls or if it has been compromised.
4. Mow grass to maintain a 4-6" strong stand of turf. All clippings shall be collected and disposed of immediately.



5. No woody growth shall ever be allowed to remain in and around the basin.
6. Areas of erosion or disturbance shall be reestablished immediately.
7. Inlets and outlets shall be cleared of debris and trash as needed (minimally, once a year).

DRAINAGE SYSTEM O&M:

1. All storm drainpipes shall be annually checked for sediment and debris and cleaned / jetted as necessary.
2. All costs incurred for maintenance, cleaning, and inspection are the responsibility of the owner upon acceptance.

ESTIMATED O&M BUDGET & FUNDING SOURCE:

- The project operator is still to be determined, but until its creation the owner shall be responsible for funding the O&M budget.

Estimate of O&M budget:

Bi-annual inspections (basin):	\$1,000 ea	\$1,000
Bi-weekly mowing:	\$200 ea x 14	\$2,800
Misc. Repairs:	\$1,000	\$1,000
Pavement Sweeping:	\$1,000	\$1,000
Additional Inspections	\$1,000 ea x 2	\$2,000

TOTAL ESTIMATE: \$7,800 / YR

POLLUTION PREVENTION PLAN:

Long-term management of the pollution prevention plan shall be the responsibility of the owner / operator until the responsibility is turned over to another responsible entity.

OWNER/APPLICANT:

City of East Providence, RI

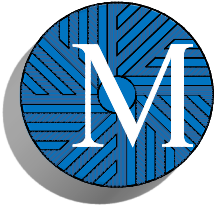
The contractor shall manage the pollution prevention plan during the construction process.

CONTRACTOR:

TBD

SOLID WASTE CONTAINMENT:

1. Where practical, trash racks shall be installed and maintained on all inlet structures within the drainage system.
2. Street sweeping shall be performed on an annual basis.



SNOW DISPOSAL AND DEICING:

1. No sand and deicing materials shall be stored on the site.
2. Snow removal shall be performed in accordance with RIDEM's snow removal/disposal policy.

HAZARDOUS MATERIALS CONTAINMENT:

1. No hazardous materials shall be stored outside to avoid exposure to stormwater.

LANDSCAPE MANAGEMENT:

1. Grass clippings from lawn care procedures performed in and around the stormwater facility must be collected and disposed of off-site.
2. General lawn heights onsite (excluding stormwater basins) shall be kept at a 4-6" height.
3. Fertilizer and watering demands shall have professional oversight, and both uses shall be minimized to the maximum extent practical.

DOG PARK MANAGEMENT:

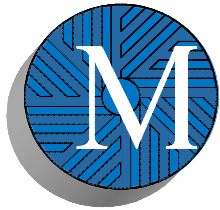
1. Dog bag dispenser and trash receptacle shall be provided and maintained by the city of East Providence.
2. Dog bag dispenser shall be inspected twice weekly and replenished as needed.
3. Trash receptacle shall be emptied inspected twice weekly.

APPENDIX:

Appendix A: BMP Location Plan

Appendix B: Inspection Forms and Checklists

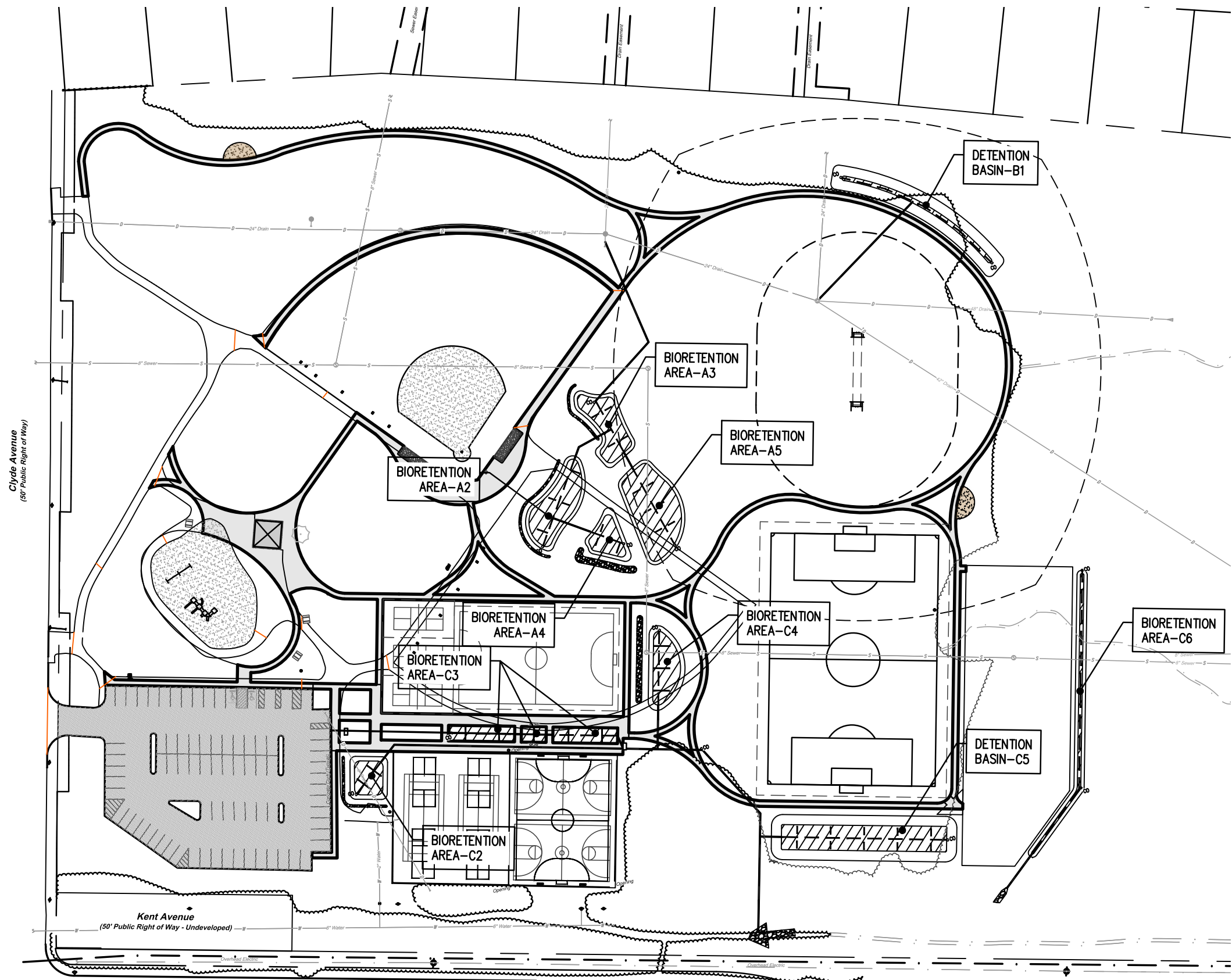
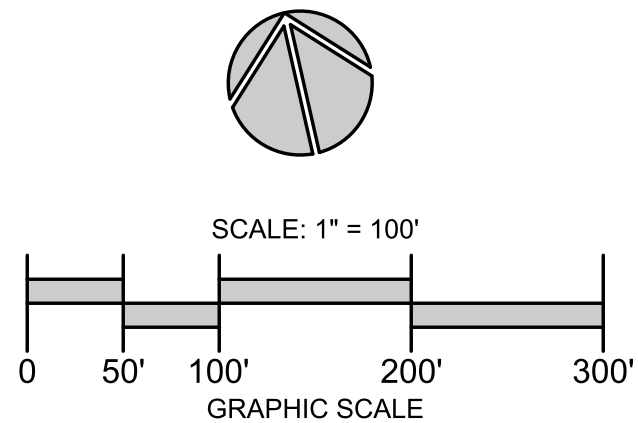
Appendix C: Sample O&M Agreement



Kent Heights Recreational Facility
Map 408, Block 17, Parcel 16
East Providence, RI
Operation and Maintenance Plan / Pollution Prevention Plan
August 2023

Appendix A:

BMP Location Plan



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250 CENTERVILLE ROAD
BUILDING E12
WARWICK, RI 02886

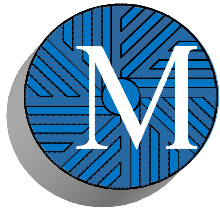
NO.	DATE	REVISION	BY
1	9/20/23	REDESIGN COMMENTS	

MILLSTONE ENGINEERING, P.C.
CIVIL ENGINEERING • LAND PLANNING

BMP LOCATION PLAN
KENT HEIGHTS
RECREATIONAL FACILITY
Prepared for:
CITY OF EAST PROVIDENCE

Date: 08/24/23
Scale: 1" = 100'
Drawn By: BJC
Checked By: JCH
Sheet
1
of 1

FILE NO.: 22.134.380



Kent Heights Recreational Facility
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August 2023
Revised September 20, 2023

Appendix B:

Inspection Forms and Checklists

Table F-19 Bioretention Construction Inspection Checklist

Project:

Location:

Site Status:

Date:

Time:

Inspector:

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
1. Pre-Construction		
Pre-construction meeting		
Runoff diverted		
Facility area cleared		
If designed as exfilter, soil testing for permeability		
Facility location staked out		
2. Excavation		
Size and location		
Lateral slopes completely level		
If designed as exfilter, ensure that excavation does not compact subsoils.		
Longitudinal slopes within design range		
3. Structural Components		
Stone diaphragm installed correctly		

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
Outlets installed correctly		
Underdrain		
Pretreatment devices installed		
Soil bed composition and texture		
4. Vegetation		
Complies with planting specs		
Topsoil adequate in composition and placement		
Adequate erosion control measures in place		
5. Final Inspection		
Dimensions		
Proper stone diaphragm		
Proper outlet		
Soil/ filter bed permeability testing		
Effective stand of vegetation and stabilization		
Construction generated sediments removed		
Contributing watershed stabilized before flow is diverted to the practice		

Comments:

Actions to be Taken:

Table F-1 Stormwater Basin/Shallow WVTS Construction Inspection Checklist

Project:

Location:

Site Status:

Date:

Time:

Inspector:

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
1. Pre-Construction/Materials and Equipment		
Pre-construction meeting		
Pipe and appurtenances on-site prior to construction and dimensions checked		
1. Material (including protective coating, if specified)		
2. Diameter		
3. Dimensions of metal riser or pre-cast concrete outlet structure		
4. Required dimensions between water control structures (orifices, weirs, etc.) are in accordance with approved plans		
5. Barrel stub for prefabricated pipe structures at proper angle for design barrel slope		
6. Number and dimensions of prefabricated anti-seep collars		

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
7. Watertight connectors and gaskets		
8. Outlet drain valve		
Project benchmark near basin site		
Equipment for temporary de-watering		
2. Subgrade Preparation		
Area beneath embankment stripped of all vegetation, topsoil, and organic matter		
3. Pipe Installation		
Method of installation detailed on plans		
A. Bed preparation		
Basin/WVTS excavated with specified side slopes		
Stable, uniform, dry subgrade of relatively impervious material (If subgrade is wet, contractor shall have defined steps before proceeding with installation)		
Invert at proper elevation and grade		
B. Pipe placement		
Metal/plastic pipe		
1. Watertight connectors and gaskets properly installed		
2. Anti-seep collars properly spaced and having watertight connections to pipe		

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
3. Backfill placed and tamped by hand under “haunches” of pipe		
4. Remaining backfill placed in max. 8 inch lifts using small power tamping equipment until 2 ft cover over pipe is reached		
Concrete pipe		
1. Pipe set on blocks or concrete slab for pouring of low cradle		
2. Pipe installed with rubber gasket joints with no spalling in gasket interface area		
3. Excavation for lower half of anti-seep collar(s) with reinforcing steel set		
4. Entire area where anti-seep collar(s) will come in contact with pipe coated with mastic or other approved waterproof sealant		
5. Low cradle and bottom half of anti-seep collar installed as monolithic pour and of an approved mix		
6. Upper half of anti-seep collar(s) formed with reinforcing steel set		
7. Concrete for collar of an approved mix and vibrated into place		
8. Forms stripped and collar inspected for honeycomb prior to backfilling. Parge if necessary.		
C. Backfilling		

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
Fill placed in maximum 8-in lifts		
Backfill taken minimum 2 ft above top of anti-seep collar elevation before traversing with heavy equipment		
4. Riser / Outlet Structure Installation		
Riser located within embankment		
A. Metal riser		
Riser base excavated or formed on stable subgrade to design dimensions		
Set on blocks to design elevations and plumbed		
Reinforcing bars placed at right angles and projecting into sides of riser		
Concrete poured so as to fill inside of riser to invert of barrel		
B. Pre-cast concrete structure		
Dry and stable subgrade		
Riser base set to design elevation		
If more than one section, no spalling in gasket interface area; gasket or approved caulking material placed securely		
Watertight and structurally sound collar or gasket joint where structure connects to pipe spillway		
C. Poured concrete structure		

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
Footing excavated or formed on stable subgrade, to design dimensions with reinforcing steel set		
Structure formed to design dimensions, with reinforcing steel set as per plan		
Concrete of an approved mix and vibrated into place		
Forms stripped & inspected for "honeycomb" prior to backfilling; parge if necessary		
5. Embankment Construction		
Fill material		
Compaction		
Embankment		
1. Fill placed in specified lifts and compacted with appropriate equipment		
2. Constructed to design cross-section, side slopes and top width		
3. Constructed to design elevation plus allowance for settlement		
6. Impounded Area Construction		
Excavated / graded to design contours and side slopes		
Inlet pipes have adequate outfall protection		
Forebay(s)		
Basin benches		

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
7. Earth Emergency Spillway Construction		
Spillway located in cut or structurally stabilized with riprap, gabions, concrete, etc.		
Excavated to proper cross-section, side slopes and bottom width		
Entrance channel, crest, and exit channel constructed to design grades and elevations		
8. Outlet Protection		
A. End section		
Securely in place and properly backfilled		
B. Endwall		
Footing excavated or formed on stable subgrade, to design dimensions and reinforcing steel set, if specified		
Endwall formed to design dimensions with reinforcing steel set as per plan		
Concrete of an approved mix and vibrated into place		
Forms stripped and structure inspected for "honeycomb" prior to backfilling; parge if necessary		
C. Riprap apron / channel		
Apron / channel excavated to design cross-section with proper transition to existing ground		

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
Filter fabric in place		
Stone sized as per plan and uniformly placed at the thickness specified		
9. Vegetative Stabilization		
Approved seed mixture		
Proper surface preparation and required soil amendments		
Excelsior mat or other stabilization, as per plan		
10. Miscellaneous		
Drain for basins having a permanent pool		
Trash rack / anti-vortex device secured to outlet structure		
Trash protection for low flow pipes, orifices, etc.		
Fencing (when required)		
Access road		
Set aside for clean-out maintenance		
11. Shallow WVTs		
Adequate water balance		
Variety of depth zones present		
Approved pondscaping plan in place and budget for additional plantings		

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
Plants and materials ordered 6 months prior to construction		
Construction planned to allow for adequate planting and establishment of plant community		
Shallow WVTS setback area preserved to maximum extent possible		

Comments:

Actions to be Taken:

E.2 Best Management Practices Operation, Maintenance, and Inspection Checklists

This section includes sample checklists that can be used during maintenance inspections to ensure that all aspects of a constructed BMP are inspected. These checklists should be modified for a specific BMP that may or may not need all of the maintenance items shown here.

Stormwater Basin/WVTS Operation, Maintenance, and Management Inspection Checklist

Project

Location:

Site Status:

Date:

Time:

Inspector:

Maintenance Item	Satisfactory/ Unsatisfactory	Comments
1. Embankment and emergency spillway (Annual, After Major Storms)		
1. Vegetation and ground cover adequate		
2. Embankment erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of dam		
a. Upstream face		
b. Downstream face		

Maintenance Item	Satisfactory/ Unsatisfactory	Comments
c. At or beyond toe		
downstream		
upstream		
d. Emergency spillway		
6. Basin, toe & chimney drains clear and functioning		
7. Seeps/leaks on downstream face		
8. Slope protection or riprap failure		
9. Vertical/horizontal alignment of top of dam "As-Built"		
10. Emergency spillway clear of obstructions and debris		
2. Riser and principal spillway (Annual, After Major Storms)		
Type: Reinforced concrete _____ Corrugated pipe _____ Masonry _____ 1. Low-flow orifice obstructed		
2. Low-flow trash rack. a. Debris removal necessary		
b. Corrosion control		
3. Weir trash rack maintenance a. Debris removal necessary		
b. corrosion control		
4. Excessive sediment accumulation inside riser		

Maintenance Item	Satisfactory/ Unsatisfactory	Comments
5. Concrete/masonry condition riser and barrels a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
6. Metal pipe condition		
7. Control valve a. Operational/exercised		
b. Chained and locked		
8. Basin drain valve a. Operational/exercised		
b. Chained and locked		
9. Outfall channels functioning		
3. Permanent Pool (WVTS/Wet Basins) (Semi-annually)		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Other (specify)		
4. Sediment Forebays (Semi-annually)		

Maintenance Item	Satisfactory/ Unsatisfactory	Comments
1. Sedimentation noted		
2. Sediment cleanout when depth < 50% design depth		
5. Dry Basin Areas (Annual, After Major Storms)		
1. Vegetation adequate		
2. Undesirable vegetative growth		
3. Undesirable woody vegetation		
4. Low-flow channels clear of obstructions		
5. Standing water or wet spots		
6. Sediment and/or trash accumulation		
6. Condition of Outfalls (Annual , After Major Storms)		
1. Riprap failures		
2. Slope erosion		
3. Storm drain pipes		
4. Endwalls / Headwalls		
5. Other (specify)		
7. Other (Semi-annually)		
1. Encroachment on basin, WVTS or easement area		
2. Complaints from residents		

Maintenance Item	Satisfactory/ Unsatisfactory	Comments
3. Aesthetics a. Grass growing required		
b. Graffiti removal needed		
c. Other (specify)		
4. Conditions of maintenance access routes		
5. Signs of hydrocarbon build-up		
6. Any public hazards (specify)		
8. Emergent Vegetation (Annual)		
1. Vegetation healthy and growing WVTS maintaining 50% surface area coverage of emergent plants after the second growing season. (If unsatisfactory, reinforcement plantings needed)		
2. Dominant emergent plants: Survival of desired emergent plant species Distribution according to planting plan?		
3. Evidence of invasive species		
4. Maintenance of adequate water depths for desired emergent plant species		
5. Harvesting of emergent plantings needed		

Maintenance Item	Satisfactory/ Unsatisfactory	Comments
6. Have sediment accumulations reduced pool volume significantly or are plants “choked” with sediment		
7. Eutrophication level of the WVTS		

Comments:

Actions to be Taken:

Bioretention Operation, Maintenance, and Management Inspection Checklist

Project:

Location:

Site Status:

Date:

Time:

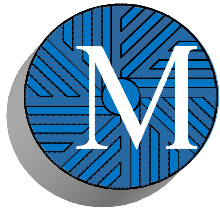
Inspector:

MAINTENANCE ITEM	SATISFACTORY / UNSATISFACTORY	COMMENTS
1. Debris Cleanout (Annual, After Major Storms)		
Bioretention and contributing areas clean of debris		
No dumping of yard wastes into practice		
Litter (branches, etc.) have been removed		
2. Vegetation (Annual, After Major Storms)		
Plant height not less than design water depth		
Fertilized per specifications		
Plant composition according to approved plans		
No placement of inappropriate plants		
Grass height not greater than 10 inches		

MAINTENANCE ITEM	SATISFACTORY / UNSATISFACTORY	COMMENTS
No evidence of erosion		
3. Check Dams/Energy Dissipaters/Sumps (Annual, After Major Storms)		
No evidence of sediment buildup		
Sumps should not be more than 50% full of sediment		
No evidence of erosion at downstream toe of drop structure		
4. Dewatering (Semi-annually)		
Dewaters between storms		
No evidence of standing water		
5. Sediment Deposition (Annual, after Major Storms)		
Swale clean of sediments		
Sediments should not be > 20% of swale design depth		
6. Outlet/Overflow Spillway (Annual, After Major Storms)		
Good condition, no need for repair		
No evidence of erosion		
No evidence of any blockages		
7. Integrity of Filter Bed (Annual, After Major Storms)		
Filter bed has not been blocked or filled inappropriately		

Comments:

Actions to be Taken:



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August 2023
Revised September 20, 2023

Appendix C:

Sample O&M Agreement

Sample Stormwater Facility Maintenance Agreement

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between (Insert Full Name of Owner)

_____, hereinafter called the "Landowner", and the [Local Jurisdiction], hereinafter called the "[Town/City]".

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) _____

as recorded by deed in the land records of [Local Jurisdiction] Deed Book _____ Page _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as

_____, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the [Town/City], provides for detention of stormwater within the confines of the property; and

WHEREAS, the [Town/City] and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of [Local Jurisdiction] require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the [Town/City] requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities in accordance with the required Operation and Maintenance Plan. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Best Management Practices Operation, Maintenance and Management Checklists are to be used to establish what good working condition is acceptable to the [Town/City].

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3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, basin areas, access roads, etc. Deficiencies shall be noted in the inspection report.
 4. The Landowner, its successors and assigns, hereby grant permission to the [Town/City], its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the [Town/City] deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The [Town/City] shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
 5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the [Town/City], the [Town/City] may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the [Town/City] to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the [Town/City] is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the [Town/City].
 6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
 7. In the event the [Town/City] pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the [Town/City] upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the [Town/City] hereunder.
 8. This Agreement imposes no liability of any kind whatsoever on the [Town/City] and the Landowner agrees to hold the [Town/City] harmless from any liability in the event the stormwater management facilities fail to operate properly.
 9. This Agreement shall be recorded among the land records of [Local Jurisdiction] and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: _____

(Type Name and Title)

The foregoing Agreement was acknowledged before me this ____ day of
_____, 20____, by

_____.

NOTARY PUBLIC

My Commission Expires: _____

By: _____

(Type Name and Title)

The foregoing Agreement was acknowledged before me this ____ day of
_____, 20____, by

_____.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

[Town/City] Attorney Date