

**CITY OF MAUMEE
INSPECTION AND MAINTENANCE AGREEMENT FOR
STORMWATER CONTROL MEASURES and BEST MANAGEMENT PRACTICES**

This Inspection and Maintenance Agreement, made this _____ day of _____ 20__, by and between the *[landowner(s), organization, or municipality responsible for long-term maintenance, including repairs, of the stormwater control measure(s)]* (hereafter referred to as the Owner) and the City of Maumee, hereafter referred to as the “City”, provides as follows:

WHEREAS, the Owner is responsible for certain real estate as 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 stormwater management system consisting of the following best management practices (BMPs) (*all components of the stormwater management system listed here*) as shown and described on the Stormwater Pollution Prevention Plan (SWPP) on file with the City of Maumee; and,

WHEREAS, to comply with Section **937** of the Codified Ordinances of the City of Maumee, pertaining to this project, the Owner has agreed to inspect, maintain, and repair the stormwater system and follow the BMPs in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the Owner, the Owner hereby grants covenants and agrees as follows:

A. FINAL INSPECTION APPROVAL

The Owner shall certify in writing to the City of Maumee Department of Public Service within 30 days of completion of the stormwater management system that the stormwater management system was constructed in accordance with the approved plans and specifications and per the approved Stormwater Pollution Prevention Plan. The Owner shall further provide a copy of this complete Inspection and Maintenance Agreement, a copy of the as-built plans and the approved Inspection and Maintenance Plan.

The Owner agrees that the post construction SWPP shall not be removed from the property until they have been replaced with other post construction Stormwater Management Practice plans in accordance with the Ohio EPA permit for stormwater discharges associated with construction activity and the City of Maumee infrastructure design and construction requirements.

B. MAINTENANCE PLANS FOR STORMWATER CONTROL MEASURES

1. The Owner agrees to maintain in perpetuity the stormwater management system and follow the BMPs in accordance with approved Maintenance Plans described in B.2 below and in a manner that will permit the stormwater system 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 Stormwater Pollution Prevention Plan. This includes all pipes and channels built to convey stormwater as set forth in the plans provided to City, as well as structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.
2. The Owner shall provide a Maintenance Plan for each stormwater system and follow BMPs for each system. The Maintenance Plans shall include the following:

- i. The name of the entity responsible for providing and following the Best Management Practices (BMP(s) inspection and maintenance.
- ii. A table listing the routine and non-routine maintenance tasks to be undertaken.
- iii. The schedule for inspection and maintenance tasks.
- iv. Any necessary legally binding maintenance easements and agreements required to properly inspect and maintain the stormwater system and follow the BMP(s).
- v. A map showing the location of the stormwater system and BMP(s) on the City approved SWP3 and all access and maintenance easements.
- vi. Detailed stormwater system and BMP drawings and inspection and maintenance procedures.
- vii. An assurance from the developer/property owner that the collected pollutants from structural post-construction practices will be disposed of in accordance with local, state, and federal regulations.

Alteration or termination of these stipulations is prohibited. The Owner must provide a draft Inspection and Maintenance Plan as part of the Stormwater Pollution Prevention Plan submittal. Once a draft is approved, a recorded copy of the Plan must be submitted to the City to receive final inspection approval of the site, as noted above in Section A.

3. The Owner shall maintain, update, and store the maintenance records for the stormwater system and BMPs as required by Maumee Code and Ordinances and by the EPA.
4. The Owner shall perform all maintenance in accordance with the Inspection and Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the City.

C. INSPECTION, MAINTENANCE AND REPAIR OF BMPs

1. The Owner shall inspect all BMPs listed in this Agreement every three (3) months and after major storm events for the first year of operation.
2. The Owner shall inspect all BMPs listed in this Agreement at least once every year thereafter.
3. The Owner shall submit Inspection Reports in writing to the Public Utilities Director or designee within 30 days after each inspection. The reports shall include the following: date of inspection, name of inspector, and the condition and/or presence of BMPs specified within the Operation and Maintenance Plan.
4. The Owner grants permission to the City to enter the Property with prior notification to the Owner to inspect all aspects of the BMPs and related drainage whenever the City deems necessary to verify that the BMPs are being maintained and operated in accordance with the terms and conditions hereinafter set forth. The City shall maintain public records of the results of site inspections and shall provide the Owner copies of the inspection findings and shall indicate in

writing any corrective actions and repairs to bring the BMPs into proper working condition if necessary.

5. The Owner shall make necessary repairs within thirty days of their discovery as identified within the inspection reports or through a request from the City resulting from inspections conducted by the City.
6.
 - a) 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 BMPs, or the Owner fails to maintain the BMPs in accordance with the approved design standards and Inspection and Maintenance Plan, or, in the event of an emergency as determined by the City, it is the sole discretion of the City, 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 upon demand, within ten (10) days of receipt thereof, for all actual cost incurred by the City. All costs expended by the City in performing such necessary maintenance or repairs shall be charged to the Owner and/or site occupant and shall be certified to the Count Auditor for collection if unpaid. Nothing herein shall obligate the City to maintain the BMPs.
 - b) Notice is hereby given to the Owner of the following legal remedies available to the City, for recovery or other violations, including, but not limited to, Sections 937.99 of the City of Maumee Codified Ordinances.

D. FUNDING

The Owner shall specify and ensure the method of funding for the perpetual inspection, operation, and maintenance of the BMPs listed in this Inspection and Maintenance Agreement. A description of the funding mechanism is as set forth hereinafter and approved:

1. Monthly homeowners' assessments
2. Proceeds from operations conducted at property
3. Other: _____

E. INDEMNIFICATION

1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the City 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 BMPs, 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 BMPs.
2. The Owner hereby releases the City from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the City from the presence, existence, or maintenance of the BMPs.
3. 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. This inspection agreement is in addition to any other agreements Owner may have entered into with the City of Maumee, including those for the subject Property. The terms of this agreement shall not relieve Owner of Owner's obligation to comply with other agreements Owner has with the City of Maumee, including but not limited to Development Agreements.

The current Owner shall promptly notify the City when the Owner legally transfers any of the Owner's responsibilities for the BMPs. The Owner shall supply the City 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 Recorder's Office of Lucas County, Ohio, at the Owner's expense.

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

BY OWNER:

Signature Date

Printed Name

Title

STATE OF OHIO) SS

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me, this ____ day of _____ 20__, by _____ who acknowledged that they did sign this agreement, that the same is their voluntary act and deed and that they had the authority to legally bind Owner.

_____, Notary Public

Lucas County, Ohio

My commission expires _____

BY CITY OF MAUMEE:

Approved as to Content:

City Administrator

Mayor or designee

Approved as to Form:

Law Director