



**MODEL INSPECTION AND MAINTENANCE AGREEMENT FOR  
STORMWATER CONTROL MEASURES**

**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, inspection, maintenance, and funding of stormwater control measures.
- This model agreement must be tailored to each development project to list the specific stormwater control measures 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.
- Revisions to the model were prepared by CRWP under award NA14NOS4190072 from the National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce through the Ohio Department of Natural Resources (ODNR), Office of Coastal Management. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA, Department of Commerce, ODNR, or the Office of Coastal Management.

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 [*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 stormwater management system consisting of the following stormwater control measures (SCMs) (*all components of the stormwater management system listed here*) as shown and described on the attached Comprehensive Stormwater 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 Stormwater Management, pertaining to this project, the Owner has agreed to inspect, maintain, and repair the SCMs 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:

**A. FINAL INSPECTION APPROVAL**

The Owner shall certify in writing to the [*Community*] within 30 days of completion of the SCMs that the SCMs are constructed in accordance with the approved plans and specifications and per the approved Comprehensive Stormwater Management Plan. The Owner shall further provide an As-Built Certification, including As-Built Survey and Inspection, as described in **XXXX.12**, a copy of this complete Inspection and Maintenance Agreement, and the approved Inspection and Maintenance Plan.



**B. MAINTENANCE PLANS FOR STORMWATER CONTROL MEASURES**

1. The Owner agrees to maintain in perpetuity the SCMs in accordance with approved Maintenance Plans described in #2 below and in a manner that will permit the SCMs 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 Stormwater Management Plan. This includes all pipes and channels built to convey stormwater to the SCMs, 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 SCM. The Maintenance Plans shall include the following:
  - i. The location of each SCM and identification of the drainage areas served by each SCM.
  - ii. Photographs of each SCM, including all inlets and outlets upon completion of construction.
  - iii. A schedule of inspection.
  - iv. A schedule for regular maintenance for each aspect of the SCM and description of routine and non-routine maintenance tasks to ensure continued performance of the SCM as is detailed in the approved Comprehensive Stormwater Management Plan. The Owner shall also provide a maintenance inspection checklist written so the average person can understand it shall be incorporated. The maintenance plan will include a detailed drawing of each SCM and outlet structures with the parts of the outlet structure labeled. This schedule may include additional standards, as required by the *[Community]* engineer, to ensure continued performance of SCMs permitted to be located in, or within 50 feet of, water resources.
  - v. Location and documentation of all access and maintenance easements on the Property.

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

***Note: Inspection and Maintenance Plans must be tailored to the SCMs approved for a specific development and the maintenance necessary and associated schedule for each SCM.***

***Note: Please review the above requirements for Inspection and Maintenance Agreements and Plans to ensure they are acceptable to your community. Please also review the coordination of these requirements with provisions for Easements to SCMs in Section XXXX.11 and Ownership of SCMs in Section XXXX.09 (A)(8).***

***Note: Inspection and Maintenance Plans for all SCMs 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 maintain, update, and store the maintenance records for the SCMs.



- 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 *[Community]*.

**C. INSPECTION, MAINTENANCE AND REPAIR OF SCMs**

- 1. The Owner shall inspect all SCMs 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 SCMs listed in this Agreement 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:

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 with prior notification to the Owner to inspect all aspects of the SCMs and related drainage whenever the *[Community]* deems necessary to verify that the SCMs are being maintained and operated in accordance with the terms and conditions hereinafter set forth. The *[Community]* 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 SCMs into proper working condition if necessary.
- 5. The Owner shall complete all corrective actions and repairs within five (5) working days of their discovery through Owner inspections or through a request from the *[Community]*. If repairs will not occur within this five (5) 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 SCMs, or the Owner fails to maintain the SCMs in accordance with the approved design standards and Inspection and Maintenance Plan, or, in the event of an emergency as determined by the *[Community]*, it is the sole discretion of 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 ten (10) days of receipt thereof for all actual cost incurred by the *[Community]*, or more with written approval from the *[Community]* engineer. 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 SCMs.

**D. FUNDING**

The Owner shall specify the method of funding for the perpetual inspection, operation, and maintenance of the SCMs listed in this Inspection and Maintenance Agreement. A description of the funding mechanism shall be submitted to the [Community] and approved by the [Community].

**E. INDEMNIFICATION**

1. 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 SCMs, 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 SCMs.
2. The Owner hereby releases the [Community] from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the [Community] from the presence, existence, or maintenance of the SCMs.
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.
4. 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.
5. The current Owner shall promptly notify the [Community] when the Owner legally transfers any of the Owners responsibilities for the SCMs. The Owner shall supply the [Community] with a copy of any document of transfer, executed by both parties.
6. Upon execution of this Inspection and Maintenance Agreement, it shall be recorded in the Recorder's Office of [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.

\_\_\_\_\_  
Owner (signature)

\_\_\_\_\_  
Owner (please print)

By: \_\_\_\_\_  
*Appropriate Community Official*