

STORM WATER MANAGEMENT OPERATION, MAINTENANCE AND INSPECTION AGREEMENT

City of Northampton, MA
Department of Public Works
(413) 587-1570



2016 00010857

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Recorded: 06/09/2016 01:15 PM

THIS AGREEMENT, made and entered into this 4th day of May, 2016, by and between (Insert Full Name of Owner) L. P. Audette Builders, Inc., hereinafter called the "Landowner", and the City of Northampton, hereinafter called the "City".

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property at (Street Address) 68 Hatfield Street as described as (City of Northampton Assessors Map/Parcel/Lot Number) 18C-045, 18C-180, 18C-181, 18C-182 as recorded by deed in the land records of Hampshire County, Massachusetts, Deed Book 11767 Page 101, 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 "A new Residential Development", (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, which provides for the conveyance, treatment, and/or detention of stormwater within the confines of the Property; and

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

WHEREAS, the 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, in accordance with the Northampton Stormwater Management Ordinance (Chapter 281 of the City's Code of Ordinance), 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 Plans and documents reviewed and approved by the Northampton Department of Public Works (DPW).
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities according to the maintenance schedule described in **Attachment A**. This includes all pipes and channels 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 and so that water quality standards are met in all seasons and throughout the life of the stormwater system.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility; and shall submit an annual report documenting the inspection and maintenance of the stormwater management system as certified by a Registered Professional Engineer or other qualified stormwater professional as approved by the DPW and submitted to the Northampton Department of Public Works by October 1st each year. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, stormwater

systems, berms, outlet structure, pond areas, access roads, etc. Deficiencies and a plan to correct deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies, inspect the stormwater management facilities when annual reports have not been submitted and/or to respond to citizen complaints. The 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 City, and if after notice by the City Engineer to correct a violation requiring maintenance work, satisfactory corrections are not made by the Landowner, its successors and assigns within thirty days, the City may enter upon the Property and perform all necessary work to place the facility in proper working condition and assess the costs of such work and any penalties to the Landowner, its successors and assigns. This provision shall not be construed to allow the 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 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 City.

6. In the event the 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 City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

7. This Agreement imposes no liability of any kind whatsoever on the City; and further the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.

8. The Landowner, its successors and assigns, including any homeowners association, shall provide stormwater management easements as necessary for all areas used for off-site stormwater control, preservation of stormwater runoff conveyance, infiltration, and detention areas and facilities, including flood routes for the 100-year storm event, and access for facility maintenance and inspection. A list of easements with the purpose and location of each shall be specified in Attachment B. The Landowner, its successors and assigns shall record all easements in the land records of the Hampshire County Registry of Deeds, Commonwealth of Massachusetts.

9. The Landowner, its successors and assigns, shall notify the DPW of any changes in ownership, assignment of financial responsibility, reconstruction of the approved stormwater management facilities and/or amendments to the maintenance schedule described in Attachment A. The maintenance schedule described in Attachment A may be amended to achieve the purpose of the Northampton Stormwater Management Ordinance by mutual agreement of the DPW and the Landowner, its successors and assigns. Amendments shall be in writing and signed by the DPW and all responsible parties.

10. This Agreement shall be recorded by the property owners or at the property owners expense among the land records of Hampshire County, Commonwealth of Massachusetts, 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:

L.P. Audette Builders, Inc.

Company/Corporation/Partnership Name (Seal)

By: *Larry Audette*

Larry Audette

(Type Name)

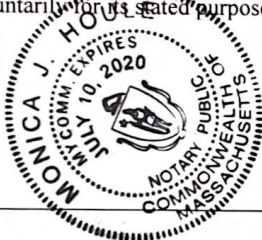
Owner/Builder

(Type Title)

COMMONWEALTH OF MASSACHUSETTS

County of Hampshire

On this 14th day of May, 2016, before me, the undersigned notary public, personally appeared Larry Audette, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Monica Houlihan
NOTARY PUBLIC

My Commission Expires: July 10, 2020

CITY OF NORTHAMPTON

By: *David J. Narkewicz*

David J. Narkewicz, Mayor

COMMONWEALTH OF MASSACHUSETTS

County of Hampshire

On this 12 day of May, 2016, before me, the undersigned notary public, personally appeared David J. Narkewicz, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Cynthia Q. Murphy
NOTARY PUBLIC

My Commission Expires: March 16, 2023

Attachment A

Operation & Maintenance of the Stormwater System

Project Name: 68 Hatfield Street
Project Location: 68 Hatfield Street, Northampton, MA 01060 (corner of Bridge Road)
Assessor's Map, Parcel(s): 18C-045, 18C-180, 18C-181, 18C-182 Deed Book 11767 Page 101

Owner of Stormwater System:

L. P. Audette Builders, Inc. and their successors as their interest may appear as owner(s) of record

Responsible Party for Operation & Maintenance of Stormwater System:

L. P. Audette Builders, Inc. and their successors as their interest may appear as owner(s) of record

Financial Responsibility for Operation & Maintenance of Stormwater System:

L. P. Audette Builders, Inc. and their successors as their interest may appear as owner(s) of record

The owner shall contact a licensed contractor qualified to perform the necessary maintenance to the stormwater system. The contractor shall perform the necessary maintenance to remove any sediment, oil, or debris from the stormwater system. The sediment and/or debris shall be properly disposed. Also required in the maintenance of the stormwater system is taking care of the plants in the rain garden. The owner shall inspect the stormwater management components as described below and after major storm events. A major storm event is defined as a storm that is equal to or greater than the 2 year, 24 hour storm event – generally 2.9 to 3.6 inches of rain in a 24 hour period.

Drainage system:

All components of the drainage system shall be inspected as described below or immediately after major storm events and upon evidence of malfunction. The owner shall keep the stormwater system in good working condition at all times. Inspection and maintenance procedures are described below:

Rain Garden:

Inspect the rain garden regularly for sediment build up, structural damage, and standing water.
Inspect soil and gravel filter strip and repair eroded areas and remove litter and/or debris monthly.
Remove invasive species as needed to prevent these species from spreading into the rain garden.
Upon failure, excavate the rain garden area, scarify the bottom and sides, replace filter fabric and amended soil, and replant.
Avoid use of salts, fertilizers and pesticides.
Never store snow in the rain garden.

RAIN GARDEN MAINTENANCE SCHEDULE

ACTIVITY	TIME OF YEAR	FREQUENCY
Inspect and remove trash	Year round	Monthly
Mulch	Spring	Annually
Remove dead vegetation	Fall or Spring	Annually
Replace dead vegetation	Spring	Annually
Prune	Spring or Fall	Annually
Replace entire media & all vegetation	Late Spring, early Summer	As needed

Leaching Chambers:

The leaching chambers shall continue to work effectively as long as the water going into the chambers is kept free of debris and sediment. Roof drainage is piped directly into the leaching chambers.

The rain gutters on each building, connected to the leaching chamber, must be kept free of leaf litter and any grit which may be dislodged from the roofing materials.

The rain gutters should be cleaned annually.

The leaching chamber contains a distribution box at the entrance to the chambers. The distribution box should have a cover which is raised flush with the finish grade. This cover should be removed to inspect the inlet side of the leaching chamber. A 6" diameter clean out should also be raised flush with finish grade. The clean out should be located at the far end of the chamber. If, after a period of dry weather, standing water is observed in the chamber, a licensed contractor should be contacted to pump out and inspect the chamber, then assess the reasons for the standing water. It may be necessary to excavate the inlet end of the chamber to remove any accumulated sediment and/or debris that may be clogging the pervious bottom and/or sidewalls of the chamber.

If the chamber is clogged beyond repair, the entire system should be excavated and the chamber sections removed and cleaned. The bottom of the leaching trench should be scarified and new crushed stone installed under the chambers. The chambers may be re-used, with new crushed stone covering the outside of the chambers back to its original dimensions.

Any sediment removed from the leaching system shall be properly disposed.

Sweeping:

The paved driveways and sidewalks should be swept in the Spring each year, to remove any accumulated salt laden sediment which may have been brought in from the municipal streets. All efforts should be made to prevent salt and other roadway pollutants from entering the rain garden.

If necessary, sweeping should be done in the Fall to prevent leaf litter from accumulating in the rain garden. Leaves can clog the infiltration layer of the rain garden and render it ineffective in controlling and renovating stormwater.

All materials swept from paved areas shall be disposed in accordance with applicable local, state, and federal guidelines.

Illicit Discharges:

There shall be NO illicit discharges to the stormwater management system. Illicit discharges include domestic wastewater, process wastes, raw materials, toxic pollutants, hazardous substances, oil, or grease.

Snow Removal:

No snow shall be plowed into the rain garden.

Record Keeping:

Records shall be maintained by the owner and his/her successors as their interest may appear as owner of record of the property and shall document all routine and emergency maintenance work performed by licensed contractors to the stormwater management system and shall bear the signature of the individual supervising the work. Annual reports documenting the inspection, maintenance, and proper functioning of the stormwater management system in accordance with the approved design shall be certified by a Registered Professional Engineer as required, and submitted to the Northampton Department of Public Works and the Northampton Office of Planning and Development no later than October 1st of each year. The annual report shall document any deficiencies in function or maintenance of the stormwater management system and include a plan to correct any deficiencies as required.

James A. Gracia, PE
99 Glendale Street, Easthampton, MA 01027