



Permanent Stormwater Controls: Stormwater Facility Operation Agreement - Instructions

This packet contains a number of documents related to the MOA's requirement for recorded operation and maintenance agreements for permanent stormwater controls. These include:

- The *Stormwater Facility and Operation Maintenance Agreement*. This form needs to be prepared, signed, and recorded with the State of Alaska Recorder's Office
- An example Stormwater Operations and Maintenance Manual. You **must** record a site-specific operation and maintenance manual with the *Stormwater Facility and Operation Maintenance Agreement*. This manual is part the "Attachment A" referenced in the agreement and is the basis of what maintenance activities the facility operator will be responsible for under the recorded agreement. Do not record the **sample** Operations and Maintenance Manual.
- An example of a Stormwater Controls Site Plan. You **must** record a site plan showing the location of stormwater controls with the *Stormwater Facility and Operation Maintenance Agreement*. This site plan is part of the "Attachment A" referred in the agreement and is the basis of what maintenance activities the facility operator will be responsible for under the recorded agreement. Do not record the **sample** Stormwater Controls Site Plan.

**RECORD IN THE ANCHORAGE RECORDING
DISTRICT, THIRD JUDICIAL DISTRICT,
STATE OF ALASKA**

After Recording Return to:

MOA Development Services, Private Development
P.O. Box 196550
4700 Elmore Road
Anchorage, AK 99519-6650

STORMWATER FACILITY OPERATION AND MAINTENANCE
AGREEMENT

The Municipality of Anchorage (hereinafter the “Municipality”) and

(hereinafter the “Owner(s),”) enter into the following AGREEMENT TO OPERATE
AND MAINTAIN STORMWATER FACILITIES (hereinafter “this Agreement”)
which shall become effective on the date the Agreement is fully executed.

The Owner(s) is/are a(n)

and

execute(s) this Agreement on behalf of the Owner(s) in the capacity of

and warrant(s) he/she/they has/have authority to execute this Agreement on behalf
of the Owner(s).

The Owner(s) own(s) a parcel of real property (hereinafter “the Property”)
described as:

per plat _____, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel ID: _____

1.0 **RECITALS**

1.1 In connection with the Owner's proposed development of the Property, the Municipality has required and the Owner agreed to construct stormwater facilities and to implement an operation and maintenance plan. Stormwater facility design, the operation and maintenance plan, and stormwater site plan were prepared by the engineering firm of

_____ for the Owner's property.

1.2 The upkeep and maintenance of stormwater facilities and the implementation of stormwater best management practices (BMPs) is essential for promoting safe and effective drainage and for protecting the integrity of the community's water resources. This agreement contains specific provisions with respect to maintenance of stormwater facilities and the use of stormwater BMPs.

1.3 Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the drainage and water quality goals, the Municipality and the Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

2.0 **MAINTENANCE**

THE OWNER SHALL:

- (1) Implement the stormwater facility maintenance program, included with this agreement as Attachment "A." This attachment shall contain the operation and maintenance plan and stormwater site plan.
- (2) Execute periodic major maintenance on the stormwater facilities: including but not limited to: replacing damaged pipes, repairing inlet and outlet structures and resetting flow orifice sizes and elevations, as required.

- (3) Prevent unauthorized modifications to the drainage system and obtain written approval from the Municipal Engineer before, grading, filling, and piping, or removing vegetation (except for routine and minor landscaping) that is part of the stormwater facilities. Modifications to stormwater facility quantity and quality controls may require the submittal of revised design drawings, supporting calculations, and modifications to maintenance requirements. The Owner shall obtain all necessary permits before performing all modifications approved by the Municipal Engineer.

THE MUNICIPALITY SHALL:

- (1) Provide technical assistance to the Owner in support of its operation and maintenance activities conducted pursuant to its operations and maintenance program. Said assistance shall be provided upon request, and as Municipality time and resources permit, at no charge to the Owner provided annual reports have been received.
- (2) Conduct a site visit at least once every five years to discuss performance and provide assistance to the Owner.
- (3) Review this Agreement with the Owner and modify it as necessary.

3.0 REMEDIES

- (1) If the Municipality determines that maintenance or repair work, as outlined above in 2.0 Maintenance (1) and (2), is required to be done to the stormwater facilities on the Owner's property, the Municipality shall give the Owner written notice of the specific maintenance and/or repair required. The Municipality shall set a reasonable time in which such work is to be completed; such time shall not extend beyond 30 days, subject to seasonal conditions and concerns. If the required maintenance and/or repair is not completed within the time set by the Municipality, the Municipality may assess financial sanctions (AMC 21.13.040.A.4) and/or initiate enforcement proceedings.
- (2) If at any time the Municipality determines that the stormwater facilities create any imminent threat to public health or welfare, the Municipality may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.

4.0 ACCESS and FAILURE to MAINTAIN

- (1) The Owner grants unrestricted authority to the Municipality for access to any and all stormwater features for the purpose of performing inspection and maintenance or repair as may become necessary under Remedies (1) and/or (2).
- (2) The persons listed in Remedies (1) above, shall assume all responsibility for the cost of any maintenance or repairs to the stormwater facility. Such responsibility shall include reimbursement to the Municipality within 30 days of the invoice for any such work performed. Overdue payments shall accrue interest at the rate of ten percent (10%) per annum. If legal action ensues, all costs and fees incurred by the Municipality will be borne by the parties responsible for said reimbursements.

5.0 MODIFICATION or TERMINATION

- (1) Entire Agreement; Modification. This Agreement, together with any attachments and other documents referenced herein, sets forth the entire agreement and understanding of the parties under this Agreement, and supersedes all prior agreements, arrangements, understandings and negotiations. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties to this Agreement.
- (2) Termination. If future conditions render the need for this agreement to expire or terminate, the authorized representatives of the parties shall agree in writing to conditions of termination that may include final inspections and restoration of the property. This Agreement shall not be recognized as terminated until those conditions have been completed and documented.

6.0 BINDING EFFECT

THIS AGREEMENT RUNS WITH THE LAND and inures to the benefit of and is binding upon the parties, their successors, heirs, representatives and assigns.

OWNER

OWNER

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
in the capacity of _____.

Notary Public in and for Alaska
My commission expires _____

STATE OF _____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
in the capacity of _____.

Notary Public in and for _____
My commission expires _____

MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: Municipal Manager or Designee

Date: _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, the
Municipal Manager of the Municipality of Anchorage or his/her designee, on behalf
of the Municipality of Anchorage.

Notary Public in and for Alaska
My commission expires _____

**Example Documents: Do Not Record the
Following Sample Pages**

**Do Record, with the *Stormwater Facility and*
Operation Maintenance Agreement, a Site-
Specific Operation and Maintenance Plan and
Stormwater Controls Site Plan**

**EXAMPLE DOCUMENT-DO NOT RECORD THIS
PAGE**

EXAMPLE
ATTACHMENT A:
**Site Stormwater Operations &
Maintenance Manual**

ACME Shopping Center

1234 Any Road, Block 1 Lot 1 Some Subdivision
Anchorage, AK

Prepared for: John Doe
907-555-5555
12345 Main Street
john_doe@something.com

Prepared by: ABC Engineering, LLC

February, 2015

**EXAMPLE DOCUMENT-DO NOT RECORD THIS
PAGE**

Selected Permanent Stormwater BMPs (See Attached Stormwater Site Plan)

The below section provides a brief description of stormwater BMPs unique to this site. Maintenance requirements for these facilities are discussed along with the more generic BMPs installed on-site in the Operation and Maintenance Schedule.

Vegetated Swale

To provide permanent stormwater treatment, a vegetated swale has been designed to direct stormwater flows to the piped storm drain system. The swale will act as a permanent control for the site. The swale is approximately 150 feet in length and is designed to provide treatment as well as regulate peak flows leaving the site. The outlet weir of the swale is designed to allow sediment to settle out prior to stormwater flows entering the storm drain system.

Bio-retention Area

A vegetated bio-retention area has been constructed to treat stormwater runoff from roofs and walkways. The bio-retention facility has been incorporated into the landscaping located at the front entrance to the building. The bio-retention is approximately 400 square feet in area. The facility has been fitted with a high flow intake designed for larger storm events and been fitted with an underdrain connected to the piped storm drain system.

General Site Operations and Maintenance Schedule

Parking Area

- Parking area is to be swept twice annually to remove excess sediment. Recommended sweeping should take place once after spring melt and prior to May 15, and once after August 15 and prior to October 15.

Catch Basins, Stormdrain Manholes

- Annual Inspection to ensure that inlets and piping inverts are free from blockage
- Clean as required, or at least every three years

Oil and Grit Separator (OGS)

- Inspect twice during first year, per manufacturer
- Inspect annually to ensure that inlets and piping inverts are free from blockage
- Clean when sediment depth reaches 15% of capacity or in normal when catch basins require cleaning

Field Inlets, Curb Inlets

EXAMPLE DOCUMENT-DO NOT RECORD THIS PAGE

- Monthly inspection to ensure that inlets are free from blockage
- Remove trash and debris as needed

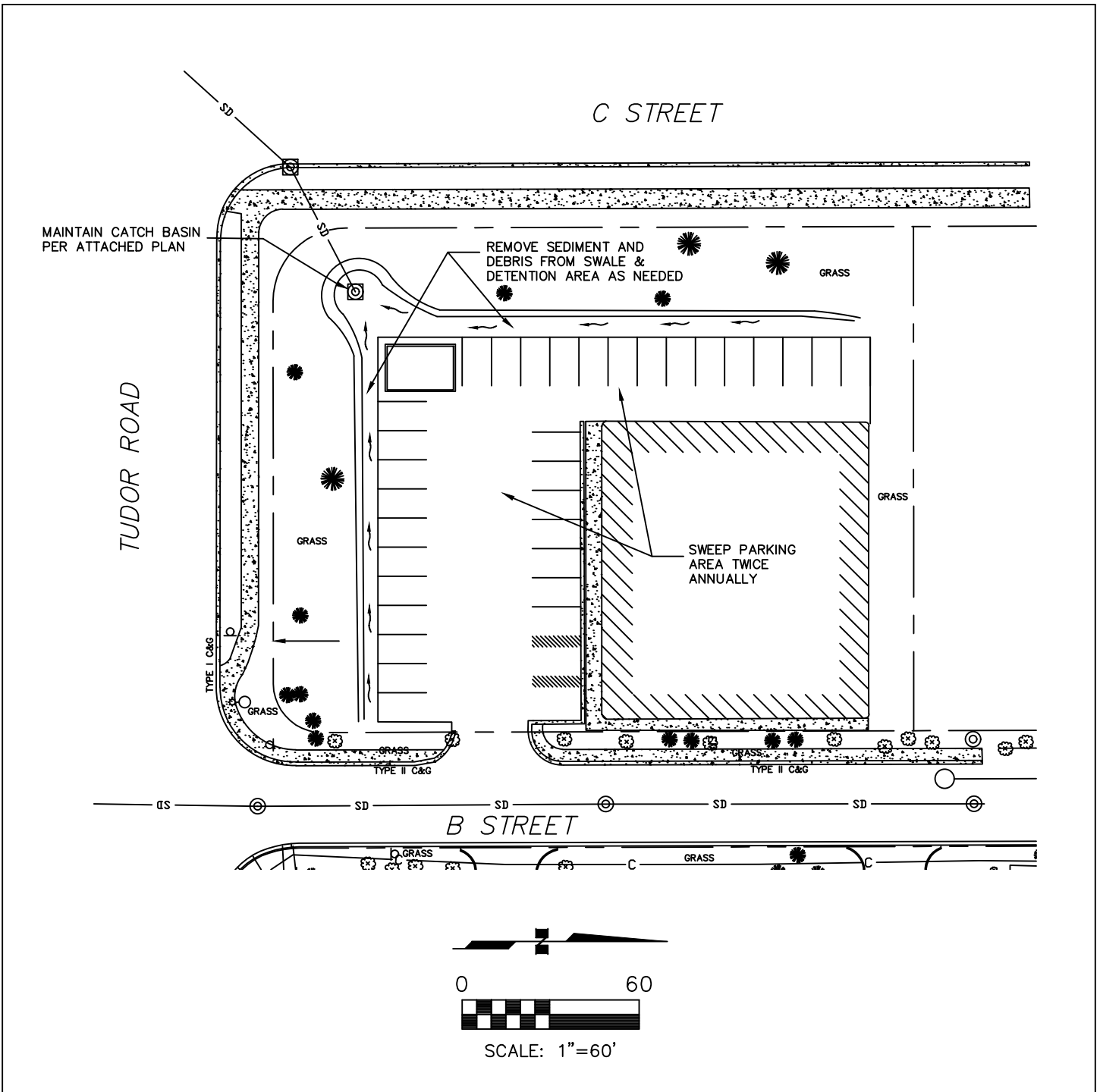
Vegetative Swale


- Monthly inspection for trash and debris; remove as required
- Annual inspection for condition of soil and vegetation
- Re-vegetate and remove accumulated sediment as-needed

Bio-retention Area

- Maintenance and inspection of plant condition as part of normal landscaping, or at least once per year
- Replace dead plants as-needed
- Inspect annually for accumulated sediment, remove as necessary
- Inspect/maintain high flow inlet and riser as per field/curb inlets

**EXAMPLE DOCUMENT-DO NOT RECORD THIS
PAGE**



 MUNICIPALITY OF ANCHORAGE	STORMWATER OPERATIONS AND MAINTENANCE MANUAL ACME SHOPPING CENTER 1234 ANY ROAD, ANCHORAGE, AK	
	OWNER'S INITIALS: <u>ABC</u>	PROJECT NO. <u>C19-1234</u>
	ATTACHED TO: <u>XYZ O&M MANUAL</u>	CAD DWG FILE: <u>O&M MANUAL.DWG</u>
PAGE <u>1</u> OF <u>1</u> DATED: <u>2/5/2015</u>	DESIGNED BY: <u>JDU</u> DRAWN BY: <u>GGG</u>	