

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

After Recording Return to:

MOA Public Works, Watershed Management Section
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 and the operation and maintenance 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 herein as Attachment "A."
- (2) Execute the following periodic major maintenance on the stormwater facilities: including but not limited to: replacing damaged pipes, inlet and outlet structures and resetting flow orifice sizes and elevations as required.
- (3) Submit an annual report to the Municipality regarding the implementation of the programs referenced in (1) and (2) above. The report should be submitted to:

MOA Public Works, Watershed Management Section
P.O. Box 196550
4700 Elmore Road
Anchorage, AK 99519-6650

The report must be delivered by May 15 of each calendar year. A sample report is available from the Municipality but the report shall contain, at a minimum, the following:

- (a) Name address and telephone of the business, the person, or the firm responsible for operation and maintenance plan implementation, and the person completing the report.

- (b) Time period covered by the report.
 - (c) A chronological summary of the activities conducted to implement the programs referenced in (1) and (2) above. A photocopy of an applicable section of a logbook or work order, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with the owner, include a copy of the invoices for services.
 - (d) An outline of the activities planned for the next year.
- (4) Prevent any unauthorized modifications to the drainage system and obtain written approval from the Director of Public Works (hereinafter the “Director”) before removing vegetation (except for routine and minor landscaping), grading, filling, and piping 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 Director.

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.
- (2) Review the annual report and conduct a site visit at least once every three 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 is required to be done to the stormwater facilities on the Owner’s property, the Municipality shall give the Owner notice of the specific maintenance and/or repair required. The Municipality shall set a reasonable time in which such work is to be completed by the persons who were given notice; such time shall not extend beyond 30 days, subject to seasonal conditions and concerns. If the above required maintenance and/or repair is not completed within the time set by the Municipality, written notice to 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: _____

MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: Public Works Director

Date: _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, the Public
Works Director 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 _____

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 _____

**SAMPLE OPERATIONS AND MAINTENANCE
REPORT**

DRAFT

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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

Prepared by: ABC Engineering, LLC

February, 2014

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Selected Permanent Stormwater BMPs (See Attached Figure)

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

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

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Vegetative Swale

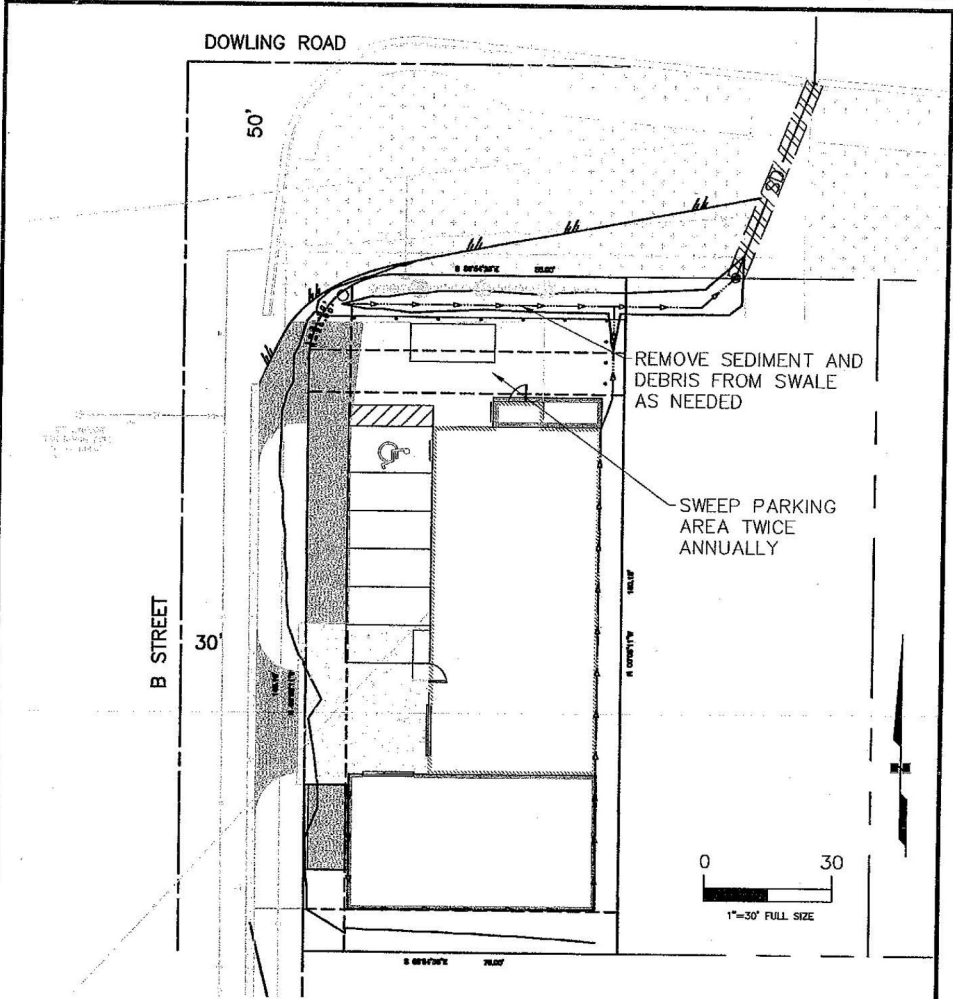
- Monthly inspection for trash and debris; remove as required
- Annual inspection for condition of soil and vegetation
- Re-vegetate and remove accumulated sediment as-needed

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

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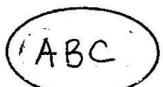
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ABC Engineering, LLC
ANCHORAGE, AK
99519
(907) 555-1221

STORMWATER OPERATIONS
AND MAINTENANCE MANUAL
ACME SHOPPING CENTER
1234 ANY ROAD

SCALE:
HORIZONTAL: 1/30
VERTICAL: 1/30
PLOT SCALE: 1/1

PROJECT No:	C19-1111
CAD DWG FILE:	o and m manual.dwg
DATE:	1/24/11
DESIGNED:	JQU
DRAWN BY:	JQU
CHECKED BY:	KLB

DESIGNER NAME:
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