**CITY OF WOOSTER**

**STORMWATER MANAGEMENT PERFORMANCE GUARANTEE**

**(SURETY**)

KNOW ALL MEN BY THESE PRESENTS, that  **<Enter owner name and address>**, as Principal, and  **<Enter surety name and address>**, a corporation in the State of  **<Enter State>**, duly authorized as a surety company to transact business in the State of Ohio, as Surety are held and firmly bound unto the City of Wooster, a municipal corporation under the laws of the State of Ohio, as Obligee, in the amount of **<Enter written amount>** Dollars ($**<Enter numeric amount>**), for the payment whereof Principal and Surety unconditionally binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal desires to engage in land development or redevelopment activity in accordance with the terms of Chapter 925 of the City of Wooster Codified Ordinances and City of Wooster - *Site Development and Improvement Manual* on property owned by  **<Enter owner name>** and described as **<Enter address, parcel number, lot number and/or other legal description of property>** as shown on the plans entitled **<Enter project name>** and prepared by **<Enter engineering firm>**.

AND WHEREAS, the Principal has submitted to the City of Wooster for approval a Stormwater Management Plan for the above described land development or redevelopment activity, that satisfies the requirements of Chapter 925 of the City of Wooster Codified Ordinances and City of Wooster *Site Development and Improvement Manual* which is by reference made a part of this Bond and is hereinafter referred to as “the Stormwater Management Plan”.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if approval is granted by the City of Wooster for the above described Stormwater Management Plan, and, if Principal shall promptly and faithfully perform the activities required under the Stormwater Management Plan and all changes thereof, and, if Principal shall fully secure and protect the Obligee from all liability and from all loss or expense of any kind, including all court costs and attorneys’ fees made necessary or arising from the failure, refusal or neglect of Principal to comply with all obligations assumed by Principal in connection with the performance of activities required under the Stormwater Management Plan and all changes thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall fail and is declared by the Obligee to have failed to perform the activities required under the Stormwater Management Plan and all changes thereof, the Obligee having performed Obligee’s obligations under the terms of Chapter 925 of the City of Wooster Codified Ordinances and City of Wooster *Site Development and Improvement Manual*;

1. Surety, upon demand of Obligee, may take over and promptly complete the activities required under the Stormwater Management Plan and all changes thereof.
2. Obligee, after reasonable notice to Surety, or without notice to Surety in case of emergency, may arrange to complete the activities required under the Stormwater Management Plan and all changes thereof. Surety shall reimburse Obligee such reasonable expenses incurred during this process; however, in no event shall the aggregate liability of Surety exceed the amount of this Bond.

No right of actions shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein.

This Guarantee shall terminate at the expiration of sixty (60) days from the latter date of completion and acceptance by the City of Wooster of the following:

1. All construction covered under the development permit is 100 percent completed.
2. The entire site is stabilized to a minimum of 70 percent permanent vegetative growth.
3. All perimeter and temporary sediment controls have been removed.
4. A copy of the owner’s stormwater operation and management plan, which meets Ohio EPA and City of Wooster standards, has been provided to and accepted by the City.
5. A copy of an executed post-construction engineering certification and the owner’s acknowledgment of post-construction requirements is provided.
6. The City and Owner enter into a perpetual stormwater inspection and maintenance agreement that shall be recorded with the Wayne County Recorder’s office.
7. Any applicable riparian/wetland areas are identified as required by the City, Ohio EPA, and USACE, and the required protective measures have been implemented.
8. Upon completion and receipt of the above, the City shall perform a final inspection, and any related stormwater issues noted during the inspection have been addressed.
9. When applicable, a Notice of Termination shall be filed with the Ohio EPA, and a copy of the termination letter shall be provided to the City.

Additional conditions apply for sites over 5 acres, commercial multi-lot developments, and residential developments.

1. Permanent seeding shall not be considered established for at least 1 full year from the time of final planting.
2. For commercial multi-lot developments that utilize regional stormwater controls, the owners shall enter into a recorded operating and reciprocal easement agreement on the long-term inspection, maintenance, and repair of the stormwater system and controls. A copy of the recorded agreement shall be provided and referenced in the City’s perpetual stormwater inspection and maintenance agreement with each owner.
3. The full guarantee shall be maintained until all conditions are met as outlined. However, commercial multi-lot developments may request a proportional reduction in the guarantee once each lot is transferred, covered under their own Ohio EPA Notice of Intent, and posted a stormwater guarantee for their site. Residential developments may request a one-time, 50 percent reduction once half the lots have transferred to their final owner, been constructed, and are fully stabilized.

Notice to contractors, developers, or other agents posting this guarantee on behalf of the Owner. This guarantee shall be required to remain in place until all of the applicable requirements are met as noted above. Because of the obligatory and potential seasonal limitations, the guarantee may need to remain in place a substantial time after completion of the contractual work.

**CERTIFICATION**

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER/AGENT SURETY

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Signature

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST (Corporate Secretary)

**(ATTACH SURETY’S POWER OF ATTORNEY)**

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a Notary Public in and for said county, do hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

**APPROVAL**

ACCEPTANCE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City Engineer, Signature Date