

## Stormwater Inspection and Maintenance Agreement

Name: <Enter Site Name>  
Address: <Enter Site Address>  
<Enter Site Address>  
Lot Description: <Click here to enter Lot Description – include “City of Wooster” before Lot No.>  
Parcel No.: <Click here to enter Parcel Number>

This Stormwater Inspection and Maintenance Agreement, made this <day> day of <month>, <year> by and between <Click here to enter Owner’s Name> (hereafter the “OWNER”) and the City of Wooster (hereafter the “CITY”), provides as follows:

**WHEREAS**, the OWNER is responsible for certain real estate shown as <Click here to enter Lot Description – include “City of Wooster” before Lot No.> also known as Parcel Number <Click here to enter Parcel Number> that is to be developed as <Click here to enter Site Name> and referred to as the “PROPERTY”; and,

**WHEREAS**, the OWNER is providing a post-construction stormwater management system consisting of the stormwater control measures as shown and described within the CITY approved Stormwater Pollution Prevention Plan(s) and Post-Construction Stormwater Operations and Maintenance Plan(s) on file with the CITY and pertaining to the PROPERTY; and,

**WHEREAS**, to comply with Section 1129.05(j) of the City of Wooster Codified Ordinances, the OWNER has agreed to maintain the stormwater control measures in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and undertakings of the parties, the parties hereby agree as follows:

1. The OWNER agrees to maintain in perpetuity the stormwater management system in accordance with the approved Stormwater Pollution Prevention Plan(s) to ensure that the measures are and remain in proper working condition and in accordance with the standards by which they were designed. The OWNER shall perform preventative maintenance activities at intervals described in the Post-Construction Stormwater Operations and Maintenance Plan on file with the CITY.
2. The OWNER shall submit to the CITY an annual inspection report and copies of the maintenance logs for the past twelve (12) calendar months by January 31<sup>st</sup> of each year. The report shall include the information as outlined in the Post-Construction Stormwater Operations and Maintenance Plan that pertain to the documentation of inspections, maintenance, remedial actions take to repair, modify or reconstruct the system, the state of the control measures and notification of any changes pertaining to responsibility of the system.
3. The OWNER shall submit to the CITY a professional inspection report, completed by a professional engineer familiar with stormwater controls and design, once every five (5) years or as directed by the CITY for minor stormwater controls.
4. The OWNER hereby grants to the CITY or its agent or contractor the right of entry at reasonable time and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the system.
5. The OWNER hereby grants to the CITY the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the system for the CITY or its agent and contractor.
6. If, upon inspection, the CITY finds that the OWNER has failed to properly maintain the system, the CITY may order the work performed within ten (10) days upon receipt of written notice. In the event the work is not performed within the specified time, the OWNER agrees to allow the CITY, its agents or contractor to enter the property and perform the work necessary to maintain the stormwater management system.
7. The CITY is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the CITY. The OWNER shall reimburse the CITY upon demand the costs incurred in the maintenance of the system.

8. If the OWNER fails to pay the CITY for the above expenses after ten (10) days written notice, the OWNER authorizes the CITY to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection court costs and attorney fees.
9. The OWNER and the OWNER's heirs, administrators, executors, assigns and any other successor interest shall indemnify and hold harmless the CITY and its officers, agents, employees and contractors for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or part, against the CITY from the construction, presence, existence, or maintenance of the stormwater control facilities subject to this Agreement. In the event a claim is asserted against the CITY, its officers, agents or employees, the CITY shall notify the OWNER and the OWNER shall defend at OWNER expense any suit based on such claim. If any judgment or claims against the CITY, its officers, agents, employees or contractors, shall be allowed, the OWNER shall pay all costs and expenses in connection therewith. The CITY will not indemnify, defend or hold harmless in any fraction the OWNER from any claims arising from any failure, regardless of any language in any attachment or other document the OWNER may provide.
10. The OWNER shall not transfer, assign or modify its responsibilities with respect to this agreement without the CITY's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER.
11. The OWNER shall record a plat showing and accurately defining any easements for the stormwater management system. For all plats recorded after July 1, 2017, the plat must contain an approved note that the OWNER is responsible for maintaining the permanent stormwater control measure(s).
12. The CITY shall record this Agreement in the Office of the Register for the County of Wayne, State of Ohio, and the Agreement shall constitute a covenant running with the land and shall be binding upon the OWNER and the OWNER's heirs, administrators, executors, assigns and any other successors in interest.

**IN WITNESS WHEREOF**, the OWNER and CITY hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered.

\_\_\_\_\_  
OWNER, Signature  
<Owner's Name & Title>

\_\_\_\_\_  
OWNER, Typed Name & Title

\_\_\_\_\_  
Date

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
CITY, Signature  
Roger Kobilarcsik, City Engineer

\_\_\_\_\_  
CITY, Typed Name & Title

\_\_\_\_\_  
Date

STATE OF OHIO  
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC