DiPrete Engineering

Operation & Maintenance Plan

Newport National West Course

Located in Middletown, RI

Applicant: Newport National Real Estate, LLC

01-14-2020

Revised 06-26-2020

Revised 10-25-2021

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Operation & Maintenance Plan Overview

An essential component of a successful Stormwater System (SS) is the ongoing Operation and Maintenance (O&M) of the various components of the stormwater drainage, control, and conveyance systems. These components include swales, pipes, catch basins, and treatment/control devices are commonly referred to as Best Management Practices (BMPs). Failure to provide effective maintenance can reduce the hydraulic capacity and the pollutant removal efficiency of stormwater practices.

Many people expect that stormwater facilities will continue to function correctly forever. However, it is inevitable that deterioration of the stormwater system will occur once it becomes operational. The question is not whether stormwater system maintenance is necessary but how often.

This plan has been developed to proactively address operations and maintenance to minimize potential problems and maximize potential stormwater runoff treatment and management. Ongoing inspections and maintenance will extend the service life of the Best Management Practices.

This plan addresses;

1. Stormwater management system(s) owners;
2. The party or parties responsible for operation and maintenance, including how future property owners will be notified of the presence of the stormwater management system and the requirement for proper operation and maintenance;
3. A description and delineation of public safety features;
4. The routine (scheduled) and non-routine (corrective) maintenance tasks for each BMP to be undertaken after construction is complete and a schedule for implementing those tasks;
5. A plan that is drawn to scale and shows the location of all stormwater BMPs in each treatment train along with the discharge point;
6. An estimated operation and maintenance budget; and
7. Funding source for operation and maintenance activities and equipment.

A major contributor to unmaintained stormwater facilities is a lack of clear ownership and responsibility definition. In order for an inspection and maintenance program to be effective, the roles for each responsibility must be clearly defined prior to construction of a system. This can be accomplished with a maintenance agreement between the site owners and the responsible authority.

This report is suitable for recording as an attachment to a maintenance agreement between the site owner and the responsible authority. A copy of a sample agreement prepared by RIDEM is attached to this report as Appendix B.

Stormwater System Owner / Party Responsible for O&M

Stormwater BMPs are maintained during construction by the site contractor as identified in the Soil Erosion and Sediment Control Plan (SESC) for the site. A copy of the SESC is required to be kept on site during construction. The SESC requires maintenance and inspection of the BMPs during the construction phase of project and requires a log be kept of these activities. Once construction is complete and the contractor's warranty period is elapsed, the contractor must obtain the signature of the stormwater system's owner releasing the contractor from his maintenance and inspection responsibilities. A copy of this release of contractors' responsibility shall be attached to this document.

The property owner will also be the owner of the stormwater system. Upon completion of construction, the owner of the property along with mailing and emergency contact information must be added below.

Owner: Newport National Real Estate, LLC
Mr. John Pereira c/o Combined Properties, Inc.

Address: 300 Commercial Street – Suite 25
Malden, MA 02148

Emergency Contact Name: Mr. John Pereira

Phone: (781) 321-7800

Transfer of Ownership

In the event that the owner of the property changes, the current owner (grantor) must provide a copy of this document to the new owner (grantee). The new owner must notify the Rhode Island Department of Environmental Management of the change of ownership and provide a signed updated Operations and Maintenance Plan to the Rhode Island Department of Environmental Management.

The Stormwater System Owner is the Party Responsible for the ongoing O&M of the system.

The two key components to adequately maintain the stormwater infrastructure are:

1. Performance of periodic and scheduled inspections
2. Performance of scheduled maintenance

The actual operation and maintenance of the system may be performed by a third party designated by the owner. If the owner contracts with a third party for O&M the name, address, and emergency contact information must be added below and updated if the third party designee changes.

Name: _____

Mailing Address: _____

_____

Emergency Contact Name: _____

Phone: _____

Public Safety

Public safety was a critical factor in designing the stormwater system. Public safety features included in this design are:

- Accessibility to Stormwater BMPs
- Winter & Non-Winter Maintenance

Accessibility to Stormwater BMPs

As shown on the site plans, a path is proposed to provide access to the stormwater BMP's.

Winter Maintenance

The following tasks shall be performed to protect public safety during the winter season:

- Access ways and parking lots will be plowed in accordance with applicable Town of Middletown and RIDOT guidelines
- Inspect the open and closed drainage networks adjacent to the snow stockpiles to ensure it is free of clogging and debris
- Inspect roadways and drainage structures post storm event to alleviate any signs of icing or damming

Non-Winter Maintenance

The following tasks shall be performed to protect public safety during the non-winter seasons:

- The contractor will inspect and maintain the storm water management systems in accordance with the enclosed Operations & Maintenance Plan

Particular care must be taken in the operation and maintenance of these features.

Irrigation Pond

The irrigation pond is designed to manage stormwater runoff from the site, as well as provide irrigation to the golf course. Besides the additional irrigation considerations, the pond will not require additional management beyond typical yearly stormwater pond maintenance for the most part.

The exception to this will be when an extreme storm is forecast to occur. For any storm forecast at greater than 6 inches, a mechanical valve must be released to allow for draindown via an 8" outlet pipe at invert = 153.5. This must be done a minimum of 72 hours prior to the storm event.

As shown on the following page, the drawdown will result in a pond elevation of 154, to match the modeled start of the 100-year storm event in the watershed model (reference "Stormwater Management Report" prepared by DiPrete Engineering).

Hydrograph for Pond 125P: Irrigation Pond Drawdown

Time (hours)	Inflow (cfs)	Storage (cubic-feet)	Elevation (feet)	Primary (cfs)
0.00	**0.00**	**1,829,368**	**156.50**	**2.74**
2.50	0.00	1,804,985	156.36	2.67
5.00	0.00	1,781,240	156.23	2.60
7.50	0.00	1,758,136	156.10	2.53
10.00	0.00	1,735,678	155.97	2.46
12.50	0.00	1,713,867	155.85	2.39
15.00	0.00	1,692,709	155.73	2.31
17.50	0.00	1,672,204	155.61	2.24
20.00	0.00	1,652,357	155.50	2.17
22.50	0.00	1,633,171	155.39	2.10
25.00	0.00	1,614,648	155.28	2.02
27.50	0.00	1,596,791	155.18	1.95
30.00	0.00	1,579,604	155.07	1.87
32.50	0.00	1,563,088	154.98	1.80
35.00	0.00	1,547,247	154.88	1.72
37.50	0.00	1,532,082	154.79	1.65
40.00	0.00	1,517,597	154.71	1.57
42.50	0.00	1,503,794	154.63	1.50
45.00	0.00	1,490,675	154.55	1.42
47.50	0.00	1,478,242	154.47	1.34
50.00	0.00	1,466,496	154.40	1.27
52.50	0.00	1,455,441	154.33	1.19
55.00	0.00	1,445,078	154.27	1.11
57.50	0.00	1,435,408	154.21	1.04
60.00	0.00	1,426,431	154.16	0.96
62.50	0.00	1,418,096	154.11	0.89
65.00	0.00	1,410,507	154.06	0.80
67.50	0.00	1,403,687	154.02	0.72
70.00	0.00	1,397,592	153.98	0.64
72.50	0.00	1,392,155	153.95	0.57
75.00	0.00	1,387,304	153.92	0.51
77.50	0.00	1,382,967	153.89	0.46
80.00	0.00	1,379,081	153.87	0.41
82.50	0.00	1,375,588	153.85	0.37
85.00	0.00	1,372,439	153.83	0.33
87.50	0.00	1,369,591	153.81	0.30
90.00	0.00	1,367,006	153.79	0.27
92.50	0.00	1,364,654	153.78	0.25
95.00	0.00	1,362,505	153.77	0.23
97.50	0.00	1,360,537	153.75	0.21
100.00	0.00	1,358,730	153.74	0.19
102.50	0.00	1,357,064	153.73	0.18
105.00	0.00	1,355,526	153.72	0.16
107.50	0.00	1,354,102	153.71	0.15
110.00	0.00	1,352,780	153.71	0.14
112.50	0.00	1,351,551	153.70	0.13
115.00	0.00	1,350,405	153.69	0.12
117.50	0.00	1,349,334	153.68	0.12
120.00	0.00	1,348,332	153.68	0.11

Stormwater System Plan

A plan identifying each component of the stormwater system is included on the following page.

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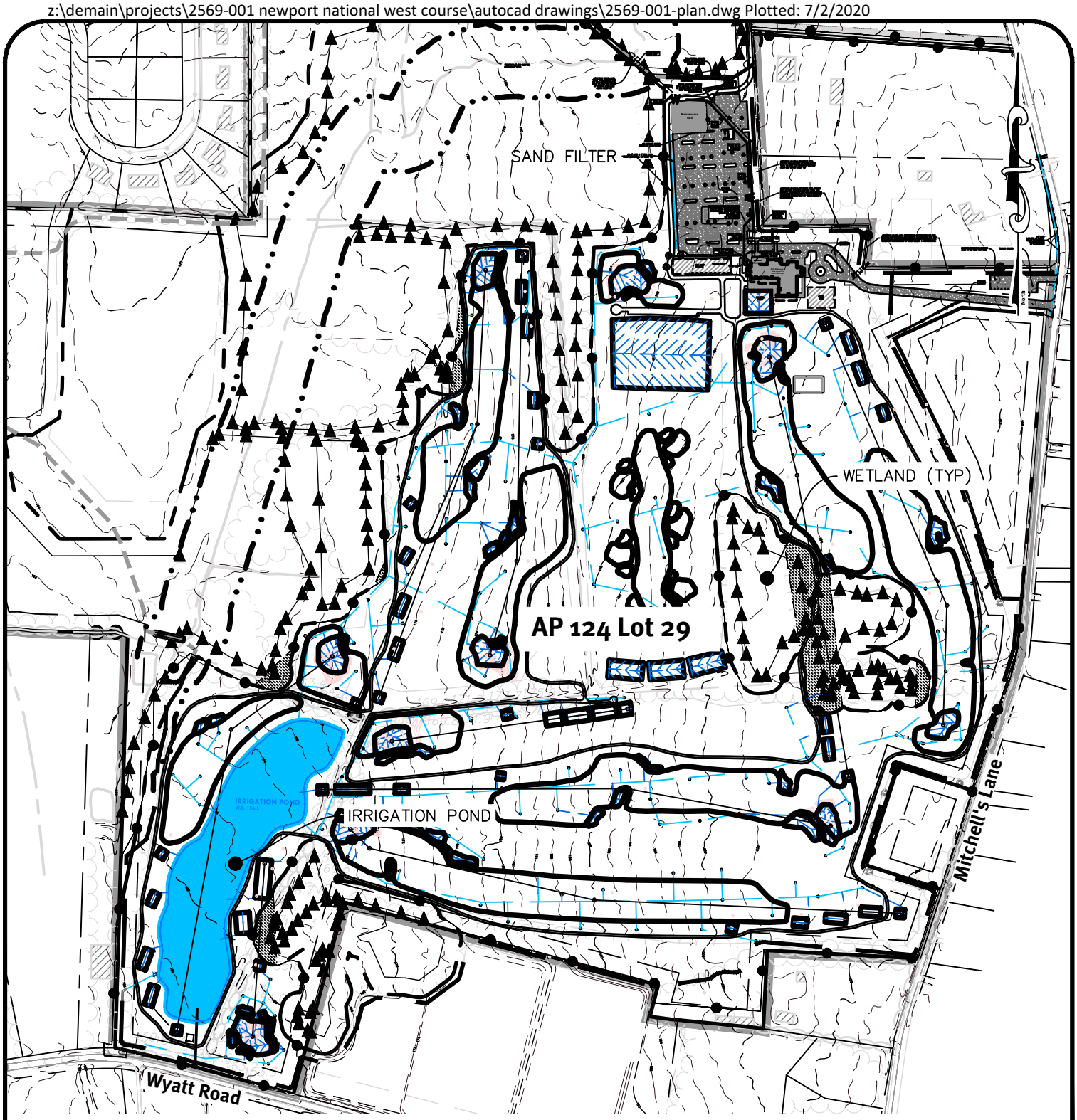

Scale: 1"=400'

0 200' 400' 800'

SHEET 1 OF 1

O&M Plan

Newport National West Course

Middletown, Rhode Island

Applicant

Newport National Real Estate, LLC

300 Commercial St - Suite 25 Malden, MA 02148 1-13-2020

DiPrete Engineering

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Boston • Providence • Newport

Inspections & Maintenance

Inspections shall be performed on a regular basis and scheduled based on the BMP type and configuration. It is not mandatory that all inspectors be trained engineers, but they shall have some knowledge or experience with stormwater systems and in general, trained stormwater engineers should direct the inspectors. Follow-up inspections by registered professional engineers shall be performed where a routine inspection has revealed a question of structural or hydraulic integrity affecting public safety.

Not all inspections can be conducted by direct human observation. For subsurface systems, video equipment may be required. There may be cases where other specialized equipment is necessary. The inspection program shall be tailored to address the operational characteristics of the system.

The inspection process shall document observations made in the field and shall cover structural conditions, hydraulic operational conditions, evidence of vandalism, condition of vegetation, occurrence of obstructions, unsafe conditions, and build-up of trash, sediments and pollutants.

Maintenance of the stormwater management system is essential and can be divided into two types, scheduled and corrective.

Scheduled maintenance tasks are those that are typically accomplished on a regular basis and can generally be scheduled without referencing inspection reports. These items consist of such things as vegetation maintenance (such as mowing) and trash and debris removal. These tasks are required at well-defined time intervals and are a requirement for all stormwater structural facilities.

Corrective maintenance tasks consist of items such as sediment removal, stream bank stabilization, and outlet structure repairs that are done on an as-needed basis. These tasks are typically scheduled based on inspection results or in response to complaints.

Since specialized equipment may be required, some maintenance tasks can be effectively handled on a contract basis with an outside entity specializing in that field. In addition, some maintenance may also require a formal design and bid process to accomplish the work.

Appendix A provides an "Inspection Schedule & Maintenance Checklist" for the stormwater system components on this site. Completed checklists shall be maintained as an ongoing record of inspections for each component of the stormwater system.

In addition to the maintenance of the stormwater system, maintenance of other site improvements can significantly enhance the ability for the BMPs to function as designed. We have identified several of these below, along with the suggested maintenance.

Lawn, Garden and Landscape Management

- Lawns shall be cut no shorter than 1-1/2" in the spring and fall to stimulate root growth, and no shorter than 2 to 3 inches throughout the summer.
- Infiltration ponds shall be mowed at least twice per year.
- Fertilize no more than twice per year, once in May-June and once in September-October.
- Avoid spreading fertilizer on impervious surfaces.
- Weeds should be dug or pulled out. Large area of weeds can be removed by covering with large plastic sheet for a few days
- Chemical pesticides should be as a last resort. A healthy lawn is naturally diseases resistant.
    - Visible insects can be removed by hand, by spraying with water, or even vacuum cleaning.
    - Store bought traps, specific for a species, can be used
    - Slugs and other soft bodied insects and slugs can be eliminated using diatomaceous earth.
    - Plants infected with bacteria and fungi should be removed and disposed of.
    - Beneficial organisms should be maintained on the property and should be encouraged/attracted to the property. Homeowners and property facility maintenance personal should become familiar with beneficial organisms.
- Irrigation should be minimal if required at all. Most lawns do not require watering and will become dormant during dry periods.
    - Established lawns require no more than one inch of water per week.
    - Areas should be watered before 9am to avoid evaporation.

Road and Parking Area Management

Snow Removal:

- Snow shall not be dumped in any water body including rivers, reservoirs, ponds, lakes, wetlands, bays, or the ocean.
- Avoid disposing of snow on top of storm drain catch basins or stormwater drainage swales or ditches.
- Snow shall be stored in upland areas, not in or adjacent to water bodies or wetlands. Snow shall be stored to allow snow melt to enter the onsite drainage system and be treated by onsite BMPs.

Solid Waste Containment

- Trash and recycling receptacles will be onsite throughout the tees and greens.

Reference; Additional information relating to operation and maintenance of specific BMPs can be found in the Rhode Island Stormwater Design and Installation Standards Manual.
(www.dem.ri.gov/pubs/regs/regs/water/swmanual.pdf)

Estimated Inspections & Maintenance Budget

It is important to be able to budget for the O&M costs associated with the stormwater system. To assist the owner in budgeting, we have developed an estimate of the costs that may be incurred in maintaining the system. The costs have been estimated on a yearly basis.

Sand Filter:
For a 20 year maintenance period, sand filter structure cost can be calculated using this equation: $C = 10{,}556\ A^{0.534}$ Where A is tributary area in acres. The site has 5.408 acres flowing to the sand filter area and the total 20 year cost would be $25,998. This cost equals $1,300 per year.

Extended Detention Pond:
For a 25-year finance period, detention structures cost approximately $268.59 per acre of tributary area per year. The site contains approximately 77.4 acres of area flowing to the irrigation pond. This equates to an approximate cost of $20,788.87 per year to maintain the pond.

Based on the costs outlined above, the stormwater system will cost approximately $22,089 per year to maintain. This is only an estimate and costs may vary.

These costs are the responsibility of the stormwater system owner. Funding for the costs will be provided by Newport National Golf Club.

Reference; Maintenance costs are based on information provided by Horsely Witten during the January 19, 2011 Stormwater Manual Training.
(http://www.dem.ri.gov/programs/benviron/water/permits/ripdes/stwater/t4guide/slides/sess210.ppt)

Appendix A – Inspection Schedule & Maintenance Checklists

Sand Filter
Operation, Maintenance, and Management
Inspection Checklist

Project:	Date:
Location:	Time:
Site Status:	Inspector:

Notes:

- **Beyond inspection frequency noted in parenthesis, i.e. (quarterly), inspections shall be completed after storms equal to or greater than the 1-year 24-hour Type III storm event (2.7" of rain fall)**
- **All Checklist Maintenance items are MANDATORY.**
- **During inspections, if maintenance items are found not to be applicable, note as N/A in comments**
- **All removed sediments shall be disposed at an approved and permitted location.**
- **All hazardous debris removed shall be disposed of in accordance with state and federal regulations by a properly licensed contractor**

MAINTENANCE ITEM	SATISFACTORY (YES/NO)	COMMENTS
1. Debris Cleanout (Annual)		
Contributing Areas Clean of Debris		
Filtration facility clean of debris		
Inlet and outlets clear of debris		
Materials deposited on the surface of the sand filter (e.g. trash and litter) shall be removed manually.		
2. Oil and Grease (Annual, After Major Storms)		
No evidence of filter surface clogging		
Activities in drainage area minimize oil and grease entry		
3. Vegetation (Semi-Annually)		
Contributing drainage area stabilized		

Sand Filter
Operation, Maintenance, and Management
Inspection Checklist

Project: Date:

Location: Time:

Site Status: Inspector:

No evidence of erosion. Minor soil erosion gullies should be repaired when they occur		
Area mowed a minimum of three times per growing season to maintain maximum grass heights less than 12", and clippings removed		
4. Water Retention Where Required (Annual)		
Water holding chambers at normal pool		
No evidence of leakage		
5. Sediment Deposition (Annual)		
Filter chamber free of sediments		
Sedimentation chamber not more than half full of sediments. Sediment shall be cleaned out of the sediment forebay when it accumulates to a depth of more than ½ the design depth.		
Silt/sediment shall be removed from the filter bed when the accumulation exceeds one inch. All oil, sludge, sediment, solids, trash, debris and floatable material shall be removed from all chambers of the sand filter. Materials deposited on the surface if the sand filter (e.g. trash and litter) shall be removed manually. All resulting waste including oil, sludge, sediment, and water should be disposed of in accordance with all applicable federal and local regulations.		
When the filtering capacity of the filter diminishes substantially (i.e. when water ponds on the surface of the filter bed for more than 48 hours), the top few inches of discolored material and the top six inches of sand shall be removed and shall be replaced with fresh material. If discolored or contaminated		

Sand Filter
Operation, Maintenance, and Management
Inspection Checklist

Project: Date:

Location: Time:

Site Status: Inspector:

material is found below this removed surface then that material shall also be removed and replaced until all contaminated sand has been removed from the filter chamber. The removed sediments shall be disposed in an acceptable manner at an approved and permitted location		
6. Structural Components (Annual)		
No evidence of structural deterioration		
Any grates are in good condition		
No evidence of spalling or cracking of structural parts		
7. Outlet/Overflow Spillway (Annual)		
Good condition, no need for repairs		
No evidence of erosion (if draining into natural channel). Minor soil erosion gullies should be repaired when they occur		
8. Overall Function of Facility (Annual)		
Evidence of flow bypassing facility		
No noticeable odors		
During the six months immediately after construction, filter practices shall be inspected following at least the first two precipitation events of at least 1.0 inch to ensure the system is functioning properly. Thereafter, inspections shall be conducted on an annual basis and after storm events of greater than or equal to the 1-year, 24-hour Type III precipitation event.		

Sand Filter
Operation, Maintenance, and Management
Inspection Checklist

Project: Date:

Location: Time:

Site Status: Inspector:

COMMENTS:

ACTIONS TO BE TAKEN:

Irrigation Pond
Operation, Maintenance, and Management
Inspection Checklist

Project: Date:

Location: Time:

Site Status: Inspector:

Notes:

- **Beyond inspection frequency noted in parenthesis, i.e. (quarterly), inspections shall be completed after storms equal to or greater than the 1-year 24-hour Type III storm event (2.7" of rain fall)**
- **All Checklist Maintenance items are MANDATORY.**
- **During inspections, if maintenance items are found not to be applicable, note as N/A in comments**
- **All removed sediments shall be disposed at an approved and permitted location.**
- **All hazardous debris removed shall be disposed of in accordance with state and federal regulations by a properly licensed contractor**
- **Sediment shall be removed from stormwater basins when the sediment volume exceeds 10% of the total basin volume. Sediment shall be disposed of in an acceptable manner at an approved and permitted location.**

MAINTENANCE ITEM	SATISFACTORY (YES/NO)	COMMENTS
1. Embankment and Emergency Spillway (Annual)		
Vegetation and Ground Cover Adequate		
Embankment Erosion		
Animal Burrows		
Unauthorized Planting		
Cracking, bulging or sliding of dam		
• Upstream face		
• Downstream face		
• At or beyond toe		
• Downstream		

Irrigation Pond
Operation, Maintenance, and Management
Inspection Checklist

Project: Date:

Location: Time:

Site Status: Inspector:

• Upstream		
• Emergency Spillway		
Basin, toe & chimney drains clear and functioning		
Seeps/leaks on downstream face		
Slope protection or riprap failure		
Vertical/horizontal alignment of top of dam "As-Built"		
Emergency Spillway clear of obstructions and debris		
2. Riser and Principal Spillway (Annual)		
Type: Reinforced Concrete___ Corrugated Pipe_____ Masonry_____ Low-flow orifice obstructed		
Low-flow trash rack • Debris removal necessary		
• Corrosion control		
Weir trash rack maintenance • Debris removal necessary		
• Corrosion control		
Excessive Sediment accumulation inside riser		
Concrete/Masonry condition riser and barrels • cracks or displacement		
• Minor spalling (<1")		
• Major spalling (rebars exposed)		
• Joint failures		

Irrigation Pond
Operation, Maintenance, and Management
Inspection Checklist

Project: Date:

Location: Time:

Site Status: Inspector:

• Water tightness		
Metal pipe Condition		
Control Valve • Operational/ Exercised		
• Chained and Locked		
Basin Drain Valve • Operational/ Exercised		
Outfall channels functioning		
3. Condition of Outfalls (Annual)		
Riprap Failures		
Slope erosion		
Storm drain pipes		
Endwalls/ Headwalls		
Other (specify)		
1. Emergent Vegetation (Annual)		
Annual mowing of vegetation: Annual mowing of the basin setback is only required along maintenance rights-of-way and the embankment. The remaining setback can be managed as rangeland (mowing every other year) or forest		
Vegetation healthy and growing maintaining 50% surface area coverage of emergent plants after the second growing season (If unsatisfactory, reinforcement plantings needed)		

Irrigation Pond
Operation, Maintenance, and Management
Inspection Checklist

Project: Date:

Location: Time:

Site Status: Inspector:

Dominant emergent plants: Survival of desired emergent plant species. Distribution according to planting plan?		
Evidence of invasive species		
Maintenance of adequate water depths for desired emergent plant species		
Harvesting of emergent plantings needed		
Have sediment accumulations reduced pool volume significantly or are plants “choked” with sediment		

Irrigation Pond
Operation, Maintenance, and Management
Inspection Checklist

Project: Date:

Location: Time:

Site Status: Inspector:

COMMENTS:

ACTIONS TO BE TAKEN:

Appendix B – RIDEM Sample Stormwater Facility Maintenance Agreement

A site specific Stormwater Facility Maintenance Agreement between the Owner and RIDEM shall be developed prior to construction

Sample Stormwater Facility Maintenance Agreement

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between (Insert Full Name of Owner)
_____ hereinafter called the "Landowner", and the [Local Jurisdiction], hereinafter called the "[Town/City]".
WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) _____ as recorded by deed in the land records of [Local Jurisdiction] Deed Book _____ Page _____, 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
_____, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the [Town/City], provides for detention of stormwater within the confines of the property; and

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

WHEREAS, the [Town/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, 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 Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities in accordance with the required Operation and Maintenance Plan. This includes all pipes, channels or other conveyances 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. The Stormwater Best Management Practices Operation, Maintenance and Management Checklists are to be used to establish what good working condition is acceptable to the [Town/City].

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, basin areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the [Town/City], its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the [Town/City] deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The [Town/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 [Town/City], the [Town/City] may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the [Town/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 [Town/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 [Town/City].
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the [Town/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 [Town/City] upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the [Town/City] hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the [Town/City] and the Landowner agrees to hold the [Town/City] harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of [Local Jurisdiction] 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:

_____
Company/Corporation/Partnership Name (Seal)

By: _____

_____
(Type Name and Title)

The foregoing Agreement was acknowledged before me this ____ day of _____, 20___, by _____.

_____
NOTARY PUBLIC
My Commission Expires: _____

By: _____

_____
(Type Name and Title)

The foregoing Agreement was acknowledged before me this ____ day of _____, 20___, by _____.

_____
NOTARY PUBLIC
My Commission Expires: _____

Approved as to Form:

_____ _____
[Town/City] Attorney Date