



**LONG TERM OPERATION AND
MAINTENANCE PLAN
March 7, 2024**

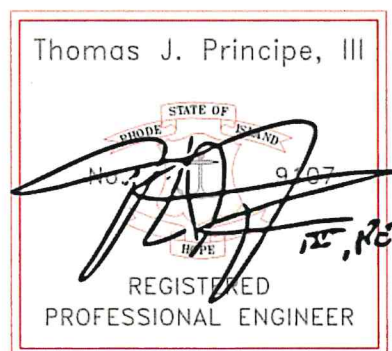
**AP 48-3, LOT 150
507-509 HIGH STREET
SOUTH KINGSTOWN, RI**

Prepared For:

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Warwick, RI 02888

Prepared By:

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In order to minimize the stormwater management system deterioration, the owner shall adhere to the following Operation and Maintenance Plan as well as any additional requirements pertaining to inspection and maintenance measures for this site provided in Appendices E and G of the Rhode Island Stormwater Design and Installation Standards Manual.

Permeable Paving

A legally binding and enforceable maintenance agreement shall be executed between the facility owner and the responsible authority to ensure the following: Areas where infiltrating permeable pavement practices shall never serve as a sediment control device during site construction phase. Great care must be taken to prevent the permeable pavement area from compaction. Permeable paving surfaces require regular vacuum sweeping or hosing (minimum every three months or as recommended by manufacturer) to keep the surface from clogging. Maintenance frequency needs may be more or less depending on the traffic volume at the site. The use of sand and salt shall be minimized during the winter months. Permeable pavement areas shall not be repaved or resealed with impermeable materials. The permeable pavement area shall be inspected annually for deterioration or spalling.

Snow shall not be stockpiled on permeable pavement. Contractors shall be notified to prevent unintentional stockpiling on permeable pavement.

Snow Disposal

Improper snow disposal can be a threat to public health and the environment. Disposal shall consider site selection, site preparation and maintenance, and emergency snow disposal locations and procedures. Refer to DEM's Snow Disposal Policy for more details on these topics. Snow storage in the infiltration basins is not allowed.

Bioretention Basin

A legally binding and enforceable maintenance agreement shall be executed between the facility owner and the responsible authority to ensure the following: - Sediment shall be cleaned out of the sediment forebay when it accumulates to a depth of more than ½ the design depth. Vegetation within the sediment forebay shall be limited to a height of 18 inches. The sediment chamber outlet devices shall be cleaned/repared when drawdown times exceed 36 hours. Trash and debris shall be removed as necessary. - Silt/sediment shall be removed from the filter bed when the accumulation exceeds one inch. 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 shall be removed and shall be replaced with fresh material. The removed sediments shall be disposed in an acceptable manner at an approved and permitted location.

For unique installations in extremely tight sites or redevelopment/infill projects where pretreatment strips have been downsized, enhanced maintenance shall be required through more frequent inspections, more frequent sediment removal, and enhanced landscape maintenance.

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 that the system is functioning properly. Thereafter, inspections shall be conducted on an annual basis and after storm events of greater than or equal the 1- year, 24-hour Type III precipitation event.

APPENDIX:

- A. Checklists
- B. BMP Location Plan
- C. Maintenance Agreement

Bioretention Operation, Maintenance, and Management Inspection Checklist

Project:

Location:

Site Status:

Date:

Time:

Inspector:

MAINTENANCE ITEM	SATISFACTORY / UNSATISFACTORY	COMMENTS
1. Debris Cleanout (Annual, After Major Storms)		
Bioretention and contributing areas clean of debris		
No dumping of yard wastes into practice		
Litter (branches, etc.) have been removed		
2. Vegetation (Annual, After Major Storms)		
Plant height not less than design water depth		
Fertilized per specifications		
Plant composition according to approved plans		
No placement of inappropriate plants		
Grass height not greater than 10 inches		

MAINTENANCE ITEM	SATISFACTORY / UNSATISFACTORY	COMMENTS
No evidence of erosion		
3. Check Dams/Energy Dissipaters/Sumps (Annual, After Major Storms)		
No evidence of sediment buildup		
Sumps should not be more than 50% full of sediment		
No evidence of erosion at downstream toe of drop structure		
4. Dewatering (Semi-annually)		
Dewaters between storms		
No evidence of standing water		
5. Sediment Deposition (Annual, after Major Storms)		
Swale clean of sediments		
Sediments should not be > 20% of swale design depth		
6. Outlet/Overflow Spillway (Annual, After Major Storms)		
Good condition, no need for repair		
No evidence of erosion		
No evidence of any blockages		
7. Integrity of Filter Bed (Annual, After Major Storms)		
Filter bed has not been blocked or filled inappropriately		

Comments:

Actions to be Taken:

Permeable Pavement Operation, Maintenance, and Management Inspection Checklist

Project:

Location:

Site Status:

Date:

Time:

Inspector:

MAINTENANCE ITEM	SATISFACTORY / UNSATISFACTORY	COMMENTS
1. Sediment and Debris Cleanout (3 Months or Manufacturer's Recommendation)		
Contributing area free of sediment and debris		
Contributing area stabilized and mown, with grass clippings removed		
Surface free of sediment and debris (e.g., mulch, leaves, trash, etc.)		
No signs of clogging (e.g., standing water)		
Surface does not require vacuuming		
2. Dewatering (Monthly)		
Permeable pavement dewateres between storms		
3. Underdrain Outfall, if present (Annual)		
No evidence of erosion		

MAINTENANCE ITEM	SATISFACTORY / UNSATISFACTORY	COMMENTS
4. Surface Repairs (Annual)		
Surface has not been sealed		
No evidence of surface deterioration or spalling		
Surface (top and base course) does not need to be replaced		

Comments:

Actions to be Taken:

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].

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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

