

A RESOLUTION AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO ENTER INTO A STORM WATER MANAGEMENT MAINTENANCE AND INSPECTION AGREEMENT FOR REVERE LOCAL SCHOOLS RICHFIELD ELEMENTARY PARKING LOT RENOVATION, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has recommended that Council approve the Storm Water Management Maintenance and Inspection Agreement for Revere Local Schools Richfield Elementary Parking Lot Renovation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, County of Summit, State of Ohio that:

SECTION 1. The Mayor and the Director of Finance are hereby authorized and directed to enter into Storm Water Management Maintenance and Inspection Agreement for Revere Local Schools Richfield Elementary Parking Lot Renovation substantially in accordance with the agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that the deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Revised Code of the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to execute the agreement at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 6-29-22

Balbir Basha
President of Council

Michael Wheeler
Mayor

Dated: 6/29/2022

ATTEST:
[Signature]
Clerk of Council
{04139548 - 1}

STORM WATER MANAGEMENT
MAINTENANCE AND INSPECTION
AGREEMENT
FOR
REVERE LOCAL SCHOOLS
RICHFIELD ELEMENTARY PARKING LOT
RENOVATION

**MODEL INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER
BEST MANAGEMENT PRACTICES**

This Inspection and Maintenance Agreement, made this 16th day of JUNE 2022, by and between the Revere Local Schools (hereafter referred to as the Owner) and the Village of Richfield hereafter referred to as the Community, provides as follows:

WHEREAS, the Owner is responsible for certain real estate shown as Parcel Number 50000101 which contains the existing Revere Local Schools Richfield Elementary and referred to as the Property. The Bio-Retention Area is being installed with the Parking Lot Renovation; and,

WHEREAS the Owner is providing a storm water management system consisting of the following storm water management practices including underground detention system and bio retention system as shown and described on the attached Comprehensive Storm Water Management Plan and

WHEREAS, to comply with the Summit County Stormwater Drainage Manual and the Codified Ordinances of the Village of Richfield Comprehensive Storm Water Management, pertaining to this project, the Owner has agreed to maintain the storm water management practices in accordance with the terms and conditions hereinafter set forth.

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

A. FINAL INSPECTION REPORTS AND AS BUILT CERTIFICATION

The Owner shall certify in writing to the Village of Richfield within 30 days of completion of the storm water management practices that the storm water management practices are constructed in accordance with the approved plans and specifications.

B. MAINTENANCE PLANS FOR THE STORM WATER MANAGEMENT PRACTICES

1. The Owner agrees to maintain in perpetuity the storm water management practices in accordance with approved Maintenance Plans listed in #2 below and in a manner that will permit the storm water management practices to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the approved Comprehensive Storm Water Management Plan. This includes all pipes and channels built to convey storm water to the storm water management practices, as well as structures, improvements, and vegetation provided to control the quantity and quality of the storm water.

2. The Owner shall provide a Maintenance Plan for each storm water management practice. The Maintenance Plans shall include a schedule for monthly and annual maintenance. The Owner shall maintain, update, and store the maintenance records for the storm water management practices. The specific Maintenance Plans for each storm water management practice are as follows:

(a) Bio-retention Area Maintenance. To be completed MONTHLY or after a major rain event.

- (1) Minimize heavy equipment, including mowers, in the vegetated areas to reduce compaction.
- (2) Remove and replace any diseased or dead plant material. If specific species are not successful in the bio-retention area, replace as appropriate to ensure full vegetation as designed.

(b) Bio-retention Area Annual Maintenance. To be completed ANNUALLY.

- (1) Replace mulch at a depth of no greater than 3" and cover the entire area.
- (2) Remove compacted mulch prior to new mulch placement.
- (3) Repair any areas that have eroded.
- (2) Ensure cell is dewatering within 1.66 days or 40 hours as required by the Ohio EPA and not bypassing facility. Repair as necessary to ensure functionality.

3. The Owner shall perform all maintenance in accordance with the above Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the Village of Richfield.

C. INSPECTION AND REPAIRS OF STORM WATER MANAGEMENT PRACTICES

1. The Owner shall inspect all storm water management practices listed in Section B above, every three (3) months and after major storm events for the first year of operation.

2. The Owner shall inspect all storm water management practices listed in Section B above at least once every year thereafter.

3. The Owner shall submit Inspection Reports in writing to the Village of Richfield Engineer within 30 days after each inspection. The reports shall include the following (a sample inspection form is included at the back of this agreement):

The date of inspection; _____

Name of inspector; _____

The condition and/or presence of:

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____
- (v) _____
- (vi) _____
- (vii) _____

(viii) Any other item that could affect the proper function of the Facility.

- 4. The Owner grants permission to the Village of Richfield to enter the Property and to inspect all aspects of the storm water management practices and related drainage whenever the Village of Richfield deems necessary. The Village of Richfield shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.
- 5. The Owner shall make all repairs within ten (10) days of their discovery through Owner inspections or through a request from the Village of Richfield. If repairs will not occur within this ten (10) day period, the Owner must receive written approval from the Village of Richfield engineer for a repair schedule.
- 6. In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the storm water management practices, or the Owner fails to maintain the storm water management practices in accordance with the approved design standards and Maintenance Plan, or, in the event of an emergency as determine by the Village of Richfield, it is the sole discretion the Village of Richfield, after providing reasonable notice to the Owner, to enter the property and take whatever steps necessary to correct deficiencies and to charge the cost of such repairs to the Owner. The Owner shall reimburse the Village of Richfield upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the Village of Richfield. All costs expended by the Village of Richfield in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner. Nothing herein shall obligate the Village of Richfield to maintain the storm water management practices.

D. FUNDING

The Owner shall specify the method of funding for the perpetual inspection, operation, and maintenance of the storm water management practices listed in this Inspection and Maintenance Agreement. This funding mechanism shall be approved by the Village of Richfield.

E. INDEMNIFICATION

1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the Village of Richfield and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the storm water management practices, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the storm water management practices.
2. The parties hereto expressly do not intend by execution of this Inspection and Maintenance Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Inspection and Maintenance Agreement.
3. This Inspection and Maintenance Agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.
4. The current Owner shall promptly notify the Village of Richfield when the Owner legally transfers any of the Owner's responsibilities for the storm water management practices. The Owner shall supply the Village of Richfield with a copy of any document of transfer, executed by both parties.
5. Upon execution of this Inspection and Maintenance Agreement, it shall be recorded in the Clerk's Office of the Circuit Court of Summit, Ohio, at the Owner's expense.

IN WITNESS WHERE OF, the Owner has caused this Inspection and Maintenance Agreement to be signed in its names by a duly authorized person.



 Michael R. Critchfield – Facilities Maintenance Supervisor - Revere Local Schools

By: _____
 Village of Richfield (Print Name – Role)

**Appendix
Inspection Forms**

Bioretention Area Inspection and Maintenance Checklist

Facility:			
Location/Address:			
Date:	Time:	Weather Conditions:	Date of Last Inspection:
Inspector:		Title:	
Rain in Last 48 Hours <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list amount and timing:			
Pretreatment: <input type="checkbox"/> vegetated filter strip <input type="checkbox"/> swale <input type="checkbox"/> turf grass <input type="checkbox"/> forebay <input type="checkbox"/> other, specify: <input type="checkbox"/> none			
Site Plan or As-Built Plan Available: <input type="checkbox"/> Yes <input type="checkbox"/> No			

Inspection Item	Comment	Action Needed
1. PRETREATMENT		
Sediment has accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trash and debris have accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. DEWATERING		
Standing water is present after 48 hours. If yes, describe sheen, color, or smell.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. INLETS		
Inlets are in poor structural condition.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment and debris have accumulated and/or is blocking the inlets.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the inlets.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. VEGETATION		
Vegetation is wilting, discolored, or dying due to disease or stress.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vegetation needs to be controlled through mowing or manual removal.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. BIORETENTION MAIN INFILTRATION AREA		
Trash and debris have accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment has accumulated at the surface.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Topmost layer is caked or crusted over with sediment.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is evident.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mulch is compacted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sinkholes or animal borrows are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. SIDE SLOPES AND EMBANKMENT		
Erosion is evident.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sinkholes or instability is evident.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. OUTLETS AND OVERFLOW STRUCTURE (i.e., catch basin)		
Outlets or overflow structures in poor structural condition.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment, trash or debris is blocking the outlets or overflow structure.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the outlets or overflow structure.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Height from surface of practice to top of overflow structure is insufficient to allow for ponding during rain events.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes

Wet weather inspection needed Yes No

Site Sketch: