

After Recording Return to:

MOA Public Works, Watershed Management Section
P.O. Box 196550
4700 Elmore Road
Anchorage, AK 99519-6650

STORMWATER FACILITY OPERATION AND MAINTENANCE
AGREEMENT

The Municipality of Anchorage (hereinafter the "Municipality") and _____

_____ (hereinafter the "Owner(s),") enter into the following AGREEMENT TO OPERATE AND MAINTAIN STORMWATER FACILITIES (hereinafter "this Agreement") which shall become effective on the date the Agreement is fully executed. This Agreement shall run with the land and shall be binding on the Owner(s) and his/her/their heirs, successors, and assigns.

The Owner(s) is/are a(n) _____, and _____ execute(s) this Agreement on behalf of the Owner(s) in the capacity of _____ and warrant(s) he/she/they has/have authority to execute this Agreement on behalf of the Owner(s).

The Owner(s) own(s) a parcel of real property (hereinafter "the Property") described as: _____

_____ per plat _____, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel ID: _____

1.0 RECITALS

1.1 In connection with the Owner's proposed development of the Property, the Municipality has required and the Owner agreed to construct stormwater facilities and to implement an operation and maintenance plan. Stormwater facility design and the operation and maintenance plan were prepared by the engineering firm of _____ for the Owner's property.

1.2 The upkeep and maintenance of stormwater facilities and the implementation of stormwater best management practices (BMPs) is essential for promoting safe and effective drainage and for protecting the integrity of the community's water resources. This agreement contains specific provisions with respect to maintenance of stormwater facilities and the use of stormwater BMPs.

1.3 Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the drainage and water quality goals, the Municipality and the Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

2.0 MAINTENANCE

THE OWNER SHALL:

- (1) Implement the stormwater facility maintenance program included herein as Attachment "A."
- (2) Execute the following periodic major maintenance on the stormwater facilities: including but not limited to: replacing damaged pipes, inlet and outlet structures and resetting flow orifice sizes and elevations as required.
- (3) Submit an annual report to the Municipality regarding the implementation of the programs referenced in (1) and (2) above. The report should be submitted to:

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The report must be delivered by May 15 of each calendar year. A sample report is available from the Municipality but the report shall contain, at a minimum, the following:

- (a) Name address and telephone of the business, the person, or the firm responsible for operation and maintenance plan implementation, and the person completing the report.
- (b) Time period covered by the report.
- (c) A chronological summary of the activities conducted to implement the programs referenced in (1) and (2) above. A photocopy of an applicable section of a logbook or work order, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with the owner, include a copy of the invoices for services.

- (d) An outline of the activities planned for the next year.
- (4) Prevent any unauthorized modifications to the drainage system and obtain written approval from the Director of Public Works (hereinafter the “Director”) before removing vegetation (except for routine and minor landscaping), grading, filling, and piping of the stormwater facilities. Modifications to stormwater facility quantity and quality controls may require the submittal of revised design drawings, supporting calculations, and modifications to maintenance requirements. The Owner shall obtain all necessary permits before performing all modifications approved by the Director.

THE MUNICIPALITY SHALL:

- (1) Provide technical assistance to the Owner in support of its operation and maintenance activities conducted pursuant to its operations and maintenance program. Said assistance shall be provided upon request, and as Municipality time and resources permit, at no charge to the Owner.
- (2) Review the annual report and conduct a site visit at least once every three years to discuss performance and provide assistance to the Owner.
- (3) Review this Agreement with the Owner and modify it as necessary.

3.0 REMEDIES

- (1) If the Municipality determines that maintenance or repair work is required to be done to the stormwater facilities on the Owner’s property, the Municipality shall give the Owner and the person or agent in control of the Property, notice of the specific maintenance and/or repair required. The Municipality shall set a reasonable time in which such work is to be completed by the persons who were given notice; such time shall not extend beyond 30 days, subject to seasonal conditions and concerns. If the above required maintenance and/or repair is not completed within the time set by the Municipality, written notice to assess financial sanctions (AMC 21.13.040.A.4) and/or initiate enforcement proceedings.
- (2) If at any time the Municipality determines that the stormwater facilities creates any imminent threat to public health or welfare, the Municipality may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.

4.0 ACCESS and FAILURE to MAINTAIN

- (1) The Owner grants unrestricted authority to the Municipality for access to any and all stormwater features for the purpose of performing inspection and maintenance or repair as may become necessary under Remedies (1) and/or (2).
- (2) The persons listed in Remedies (1) above, shall assume all responsibility for the cost of any maintenance or repairs to the stormwater facility. Such responsibility shall include reimbursement to the Municipality within 30 days of the invoice for any such work performed. Overdue payments shall accrue interest at the rate of twelve percent (12%) per annum. If legal action ensues, any costs or fees incurred by the Municipality will be borne by the parties responsible for said reimbursements.

OWNER

OWNER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MUNICIPALITY OF ANCHORAGE

By: _____

Name: _____

Title: Public Works Director

Date: _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, the Public
Works Director of the Municipality of Anchorage or his/her designee, on behalf of the
Municipality of Anchorage.

Notary Public in and for Alaska

My commission expires _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
in the capacity of _____.

Notary Public in and for Alaska
My commission expires _____

STATE OF _____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
in the capacity of _____.

Notary Public in and for _____
My commission expires _____

**PAGE HOLDER – SAMPLE OPERATIONS AND
MAINTENANCE REPORT**

DO NOT RECORD THIS PAGE