



**LONG TERM OPERATION AND
MAINTENANCE PLAN
October 8, 2021**

**AP 57-1, Lot 110
THE RESIDENCES ON HOLLEY STREET
South Kingstown, RI**

Prepared For:

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Prepared By:

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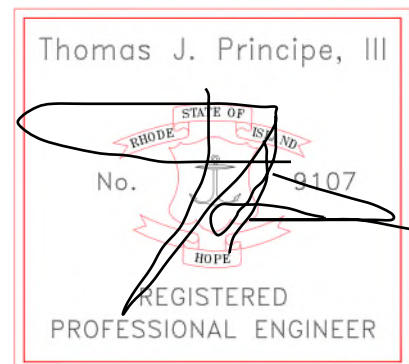


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- Permeable Pavement Operation, Maintenance, and Management Inspection Checklist
- BMP Location Plan
- Maintenance Agreement

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.

Infiltration Basin

A legally binding and enforceable maintenance agreement shall be executed between the facility owner and the responsible authority to ensure the following: – Infiltration practices shall never serve as a sediment control device during site construction phase. Great care must be taken to prevent the infiltration area from compaction by marking off the location before the start of construction at the site and constructing the infiltration practice last, connecting upstream drainage areas only after construction is complete, and the contributing area is stabilized. In addition, the ESC plan for the site shall clearly indicate how sediment will be prevented from entering the site of an infiltration facility. – An observation well shall be installed in every infiltration trench or chamber system, consisting of an anchored 4- to 6-inch diameter perforated PVC pipe with a lockable cap installed flush with the ground surface. The approving agency may require multiple observation wells for large underground chamber systems. Infiltration practices shall be inspected annually and after storms equal to or greater than the 1-year, 24-hour Type III storm event. If sediment or organic debris build-up has limited the infiltration capabilities (infiltration basins) to below the design rate, the top 6 inches shall be removed and the surface roto-tilled to a depth of 12 inches. The basin bottom should be restored according to original design specifications.

Porous/Permeable Pavement

A legally binding and enforceable maintenance agreement shall be executed between the facility owner and the responsible authority. The porous pavement shall not serve as a temporary sediment control device during the site construction phase. This surface shall require regular vacuum sweeping or hosing (minimum every three months or as recommended by the manufacturer) to keep the surface from clogging. Maintenance frequency may be more or less depending on the traffic volume. Sand and salt use shall be minimized in the winter months. The porous pavement shall be repaved or resealed with impermeable materials. Adjacent areas shall be well maintained and stabilized. Signs shall be posted identifying the porous pavement. The surface shall be inspected annually for deterioration and spalling. When plowed, the bottoms of snowplows shall have

rollers attached to prevent catching the edges of the pavers. Snow shall not be stockpiled on the porous pavement.

De-icing and Salt Storage

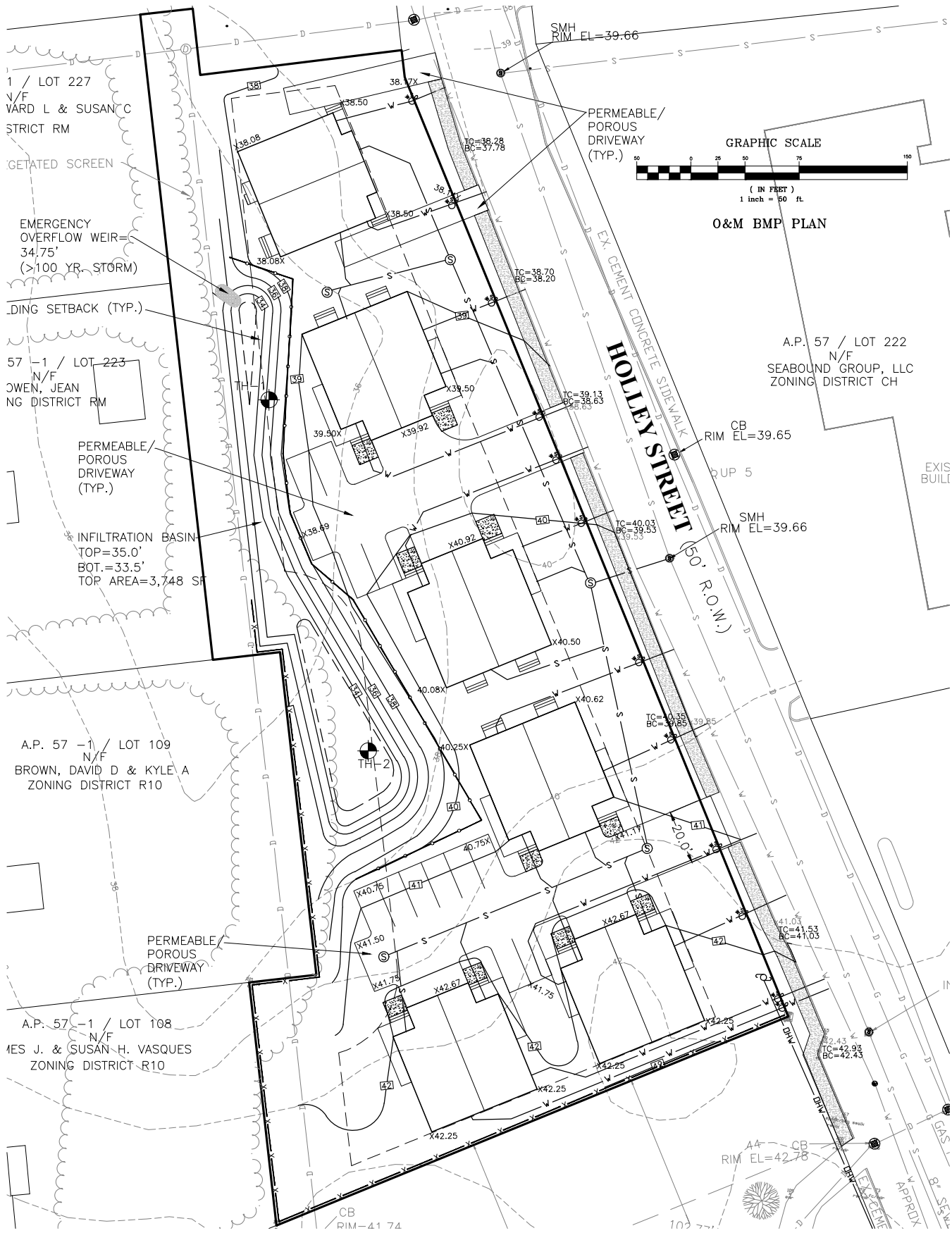
De-icing and sanding operations are often necessary for safety during winter storms; however, the materials used create water quality problems. Use deicing chemicals and sand judiciously. The information in Table G-1 from Appendix G of the RISDISM shall be utilized when selecting a deicer.

Snow Disposal

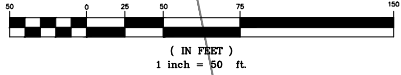
Improper snow disposal can be a threat to public health and the environment. Disposal shall consider site selection, site preparation and maintenance, and emergency snow disposal locations and procedures. Refer to DEM's Snow Disposal Policy for more details on these topics. Snow storage in the infiltration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

APPENDIX:

- A. Infiltration Basin Construction Inspection Checklist/Infiltration Basin Operation, Maintenance and Management Inspection Checklist
- B. Permeable Pavement Operation, Maintenance, and Management Inspection Checklist
- C. BMP Location Plan
- D. Maintenance Agreement



GRAPHIC SCALE



O&M BMP PLAN

A.P. 57 / LOT 222
N/F
SEABOUND GROUP, LLC
ZONING DISTRICT CH

CB RIM=41.74

44- CB RIM EL=42.78

EXIS BUILT

APPDIX 8' 5 1/2"

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

Table F-5 Infiltration Basin Construction Inspection Checklist

Project:

Location:

Site Status:

Date:

Time:

Inspector:

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
1. Pre-Construction		
Runoff diverted		
Soil permeability tested		
Groundwater / bedrock depth		
2. Excavation		
Size and location		
Side slopes stable		
Excavation does not compact subsoils		
3. Embankment		
Barrel		
Anti-seep collar or Filter diaphragm		
Fill material		
4. Final Excavation		

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
Drainage area stabilized		
Sediment removed from facility		
Basin floor tilled		
Facility stabilized		
5. Final Inspection		
Pretreatment facility in place		
Inlets / outlets		
Contributing watershed stabilized before flow is routed to the facility		

Comments:

Actions to be Taken:

Infiltration System Operation, Maintenance, and Management Inspection Checklist

Project:

Location:

Site Status:

Date:

Time:

Inspector:

MAINTENANCE ITEM	SATISFACTORY / UNSATISFACTORY	COMMENTS
1. Debris Cleanout (Annual)		
Trench/chamber or basin surface clear of debris		
Inflow pipes clear of debris		
Overflow spillway clear of debris		
Inlet area clear of debris		
2. Sediment Traps or Forebays (Annual)		
Obviously trapping sediment		
Greater than 50% of storage volume remaining		
3. Dewatering (Annual)		
Trench/chamber or basin dewateres between storms		
4. Sediment Cleanout of Trench/Chamber or Basin (Annual)		

MAINTENANCE ITEM	SATISFACTORY / UNSATISFACTORY	COMMENTS
No evidence of sedimentation in trench/chamber or basin		
Sediment accumulation doesn't yet require cleanout		
5. Inlets (Annual)		
Good condition		
No evidence of erosion		
6. Outlet/Overflow Spillway (Annual)		
Good condition, no need for repair		
No evidence of erosion		
7. Aggregate Repairs (Annual)		
Surface of aggregate clean		
Top layer of stone does not need replacement		
Trench/Chamber or basin does not need rehabilitation		

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:
