

OWNER OPERATIONS & MAINTENANCE AGREEMENT

Stormwater Detention, Conveyance, and Onsite Open Ditch (Within Property Limits)

Project: Webster Street – Bay St. Louis, MS (Insert Project Name/Phase)

Property Address / Location: _____

Owner: _____

City: City of Bay St. Louis, Mississippi

Date: _____

This Owner Operations & Maintenance Agreement (“Agreement”) is executed by the Owner for the benefit of the City to ensure the continued operation and maintenance of stormwater management and drainage conveyance improvements serving the Project.

1. Purpose

The purpose of this Agreement is to ensure that stormwater drainage improvements constructed **within the construction limits of the Property** are properly operated and maintained so the system functions as designed and continues to meet the City’s stormwater requirements.

Clarification – Limits of Work / No Implied Offsite Improvements. This Agreement applies only to stormwater facilities and drainage improvements constructed **within the construction limits of the Property** and within any recorded drainage/maintenance easements. **No additional improvements to the existing ditch, nor improvements upstream or downstream of the ditch, are implied or required** by this Agreement beyond the work shown on the approved plans. The site drainage system is intended to **store post-construction runoff and release at a pre-construction discharge rate** in accordance with the City’s adopted design criteria.

2. Facilities Covered

This Agreement applies to all stormwater facilities located within the Property limits / construction limits and within any drainage and maintenance easements, including:

- **Detention Facilities:** detention basin(s) / detention area(s); outlet control structures (orifices, weirs, risers/plates, grates, trash controls); emergency overflow components; and energy dissipation/erosion protection at discharge locations.
- **Conveyance Facilities:** storm drain inlets, junctions, pipes, headwalls, swales, and overland flow paths within the Project limits.
- **Onsite Open Ditch Segment:** the segment of the open ditch that runs through the Property within construction limits and/or within any drainage/maintenance easements.

2.1 City expectations reflected in this Agreement

- Maintenance of swales and drainage conveyances on private property is generally the responsibility of the property owner, unless the City has formally accepted a dedicated drainage easement for public maintenance.

- Drainage/utility easement areas shown on the approved plans are to be kept accessible and maintained by the property owner unless otherwise accepted by the City.
- Where a drainage ditch/watercourse/natural channel traverses the Property, the easement limits (and any additional width required for maintenance access) shall be shown on the final plans and recorded as applicable.
- If the development impacts the City's stormwater drainage system such that improvements are required, any project-required improvements and associated costs are to be borne by the Developer/Owner, unless otherwise agreed in writing by the City.
- For private infrastructure, the Owner acknowledges the City has no obligation to maintain or repair private stormwater facilities, but the City may inspect and require corrective action to maintain acceptable standards.

3. Owner Responsibility

Owner shall be solely responsible for operating, inspecting, maintaining, and repairing the Facilities described above, except to the extent the City formally accepts specific improvements for public maintenance in writing. This obligation runs with the land and binds all successors and assigns. Owner shall not alter, obstruct, fill, regrade, pipe, or otherwise modify the Facilities without prior written approval from the City and any required permitting agencies.

4. Minimum Operations & Maintenance Requirements

Owner agrees to perform, at a minimum, the following tasks and frequencies:

4.1 Minimum maintenance tasks (Detention Ponds)

Detention pond maintenance (general)

- Maintain vegetated slopes and bottoms; promptly repair erosion, rills, settlement, and bare areas.
- Maintain riprap at inflow points; repair displacement/scour.
- Maintain sump/forebay inlet depressions (6-inch minimum); remove sediment as needed to preserve pretreatment and storage.

Floatables capture during mowing

- During each mowing event, remove and properly dispose of floatable debris and contaminants from pond surfaces and inlet/outlet areas.

Minimum frequency: **Monthly**.

Clean outlets and overflow structures

- Remove sediment/debris/vegetation from orifice openings, protective screens/trash controls, weir notch/crest, and outlet structure components.

Minimum frequency: **Annually**.

Annual pond performance inspection

- Document that inlets are stabilized, outlets are unobstructed, basin slopes/bottoms remain stable, and no excessive sedimentation or downstream scour is occurring.

Minimum frequency: **Annually**.

4.2 Minimum maintenance tasks (Onsite open ditch within property limits)

- **Mowing / vegetation control:** Growing season – **monthly**; Non-growing season – **every 3 months**.
- **Debris / floatables removal:** **monthly minimum** (performed with mowing at a minimum).
- **Sediment / obstruction removal:** **annually minimum** and as needed where shoaling, debris dams, or vegetation reduces conveyance.
- **Erosion / scour repair:** **annually minimum** and after major storms where observed.

4.3 Maintenance frequency summary (minimum)

- Mowing (ditch): monthly (growing season); every 3 months (non-growing season).
- Debris cleanup (ponds + ditch): monthly minimum.
- Outlet/overflow cleaning (ponds): annually minimum.
- Annual inspections (ponds + ditch): annually minimum.

Definition: “Growing season” means the period when vegetation is actively growing (typically spring through fall). Owner may increase maintenance frequency as needed for site conditions, but shall not perform maintenance less frequently than the minimums listed above.

5. Inspections, Records, and Documentation

Owner shall maintain written or digital records of inspections and maintenance performed, including dates, observations, corrective actions taken, and disposal documentation where applicable. Records shall be retained for **five (5) years** and made available to the City upon request.

6. City Right of Entry / Inspection

Owner grants the City the right to enter the Property at reasonable times, upon reasonable notice (except in emergencies), for inspection of the Facilities and verification of compliance with this Agreement. Entry shall be limited to areas reasonably necessary to access and inspect the Facilities.

7. Notice of Deficiency and Cure

If the City determines that the Facilities are not being maintained in accordance with this Agreement, the City may provide written notice describing the deficiency. Owner shall correct the deficiency within **thirty (30) days**, unless the City determines a shorter timeframe is necessary due to an imminent hazard. If weather or site conditions prevent correction within the cure period, Owner shall provide a written schedule acceptable to the City.

8. City Remedy if Owner Fails to Maintain

If Owner fails to correct deficiencies within the cure period, the City may perform or contract for the work necessary to restore function and safety of the Facilities. Owner shall reimburse the City for documented costs incurred, including reasonable administrative costs, in accordance with applicable City ordinances and Mississippi law.

9. No City Obligation to Maintain

Nothing in this Agreement shall be construed to require the City to maintain the Facilities. The Facilities remain privately owned and privately maintained unless the City formally accepts specific improvements for public maintenance in writing.

10. Transfer / Successors and Assigns

This Agreement runs with the land and is binding upon Owner and all successors, assigns, and transferees. Prior to any transfer of the Property, Owner shall provide notice of this Agreement to the transferee.

11. Governing Law

This Agreement shall be governed by the laws of the State of Mississippi. Venue shall lie in Hancock County, Mississippi.

SIGNATURES

OWNER

Name/Entity: _____

By: _____

Name/Title: _____

Date: _____

CITY OF BAY ST. LOUIS, MISSISSIPPI

By: _____

Name/Title: _____

Date: _____