

## APPENDIX 9 – O&M PLAN AND STATEMENT OF RESPONSIBILITY FORM

## OPERATION & MAINTENANCE (O&M) PLAN and STATEMENT OF RESPONSIBILITY

### Property Owner Information:

Property Owner Name:			
Name of Contact Person:			
Mailing Address:			
City:	State:	Zip:	
Telephone:	Email:		

### Development Information:

Name of Development			
Development Address:			
City:	State:	Zip:	
Assessor Parcel No.:			
Name of Person or Organization Responsible for Performing Inspections and Maintenance of the Treatment Control Measures:			
Mailing Street Address:			
City:	State:	Zip:	
Telephone:	Email:		

### Treatment Control Measures:

*List the treatment control measures at the development and their inspection frequencies (minimum of once per year). For each treatment control measure, describe conditions that require maintenance or repair. Describe preventative maintenance needed to keep the treatment control measure effective.*

Treatment Control Measure	Inspection Frequency	Describe Conditions that Require Maintenance / Repair and Describe Routine Preventative Maintenance

## STATEMENT OF RESPONSIBILITY

**WHEREAS**, the Property Owner as shown on page 1 of this O&M Plan, hereinafter referred to as "Owner" owns real property ("Property") in the City of Ripon, State of California, depicted on the attached map, which is attached hereto;

**WHEREAS**, at the time of initial approval of the Development Project as shown on page 1 of this O&M Plan, the City of Ripon hereinafter referred to as "Responsible Party" required the project to employ on-site control measures to minimize pollutants in urban runoff;

**WHEREAS**, the Owner has chosen to install the treatment control measures as described on page 1 of the O&M Plan, hereinafter referred to as "Facilities", as the on-site control measures to minimize pollutants in urban runoff;

**WHEREAS**, said Facilities have been installed in accordance with the requirements of the Responsible Party Storm Water Development Standards and the Owner's plans and specifications accepted by the Responsible Party;

**WHEREAS**, said Facilities, with installation on private property and draining only private property, is a private Facility with all operation, maintenance and replacement, therefore, the sole responsibility of the Owner.

**WHEREAS**, the Owner is aware that periodic and continuous maintenance as described on page 1 of this O&M Plan, including, but not necessarily limited to, sediment removal, is required to assure peak performance of the Facilities and that, furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs;

**NOW THEREFORE**, by affixing their signature below, Owner acknowledges the following:

1. Owner hereby provides the Responsible Party or Responsible Party's designee complete access, of any duration, to the Facilities and its immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by Responsible Party with no advance notice, for the purpose of inspection, sampling, testing of the Facilities, and in case of emergency, to undertake all necessary repairs or other preventative measures at Owner's expense as provided in paragraph 3 below. The Owner/Operator shall retain all operation and maintenance records at the Facility for Responsible Party inspection, and a copy shall be provided to the Responsible Party if requested. The Responsible Party shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.
2. Owner shall use its best efforts to diligently maintain the Facilities in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of material(s) from the Facilities and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. When requested from time to time by the Responsible Party, the Owner shall provide the Responsible Party with documentation identifying the material(s) removed, the quantity, and disposal destination.
3. In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance as described on page 1 of this O&M Plan, within five (5) days of being given written notice by the Responsible Party, the Responsible Party is hereby authorized to cause any maintenance necessary to be done and charge the entire cost and expense to the Owner or Owner's successors or assigns, including administrative costs, attorney fees and interest thereon at the maximum rate authorized by the Municipal Code from the date of the notice of expense until paid in full, and Owner hereby agrees to pay such charge within 30 days of receipt of Responsible Party's written demand for payment.

4. The responsible party may require the owner to post security in form and for a time period satisfactory to the responsible party of guarantee the performance of the obligations stated herein. Should the Owner fail to perform the obligations under the Agreement, the responsible party may, in the case of a cash bond, act for the Owner using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of the Agreement. As an additional remedy, the responsible party may withdraw any previous storm water related approval with respects to the property on which the facilities have been installed until such time as Owner repays to responsible party its reasonable costs incurred in accordance with paragraph 3 above.
5. Each year, the Owner will complete the attached O&M Self-Certification Form to certify that all of the inspections and maintenance have been performed per page 1 of this O&M Plan and that the Facilities are in effective working condition. This form is required by the municipal code to be completed and submitted by January 1st of each year. If the report is not received by January 31st each year, the City of Ripon Engineering Department will perform an inspection of the installed Treatment Controlled Measures, and the owner or responsible party will be charged for the inspection in accordance with the municipal code.
6. In event of legal action occasioned by any default or action of the Owner, or its successors or assigns, then the Owner and its successors or assigns agree(s) to pay all costs incurred by the Responsible Party in enforcing the terms of the O&M Plan as described on page 1, including reasonable attorney fees and costs, and that the same shall become a part of the lien against said Property.
7. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.
8. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this O&M Plan. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Owner shall provide a copy of such notice to the Responsible Party at the same time such notice is provided to the successor.
9. Any notice or demand for payment to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to addresses listed on Page 1 of this agreement either for the Owner or the Responsible Party. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.
10. Enforcement of items listed above are subject to City of Ripon funding and/or available resources.

**“PROPERTY OWNER(S)”**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature\*: \_\_\_\_\_

Signature\*: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Signature(s) must be accompanied by an attached notary acknowledgement

## ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(seal)

## ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(seal)