



# Postconstruction Stormwater Management Operation and Maintenance Plan

45 Dayton Street  
South Hadley, Massachusetts  
August 12, 2019

*Prepared for:*  
Town of South Hadley  
116 Main Street  
South Hadley, MA 01075  
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MMI #3140-08

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# SECTION 1

## **STORMWATER MANAGEMENT OPERATION, MAINTENANCE, AND INSPECTION AGREEMENT**

# STORMWATER MANAGEMENT OPERATION, MAINTENANCE, AND INSPECTION AGREEMENT

## Town of South Hadley, MA

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Town of South Hadley Council on Aging hereinafter called the "Landowner", and the Town of South Hadley, hereinafter called the "Town".

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property at 45 Dayton Street as described as Assessor's Map 0028/Parcels 0154 and 0155 as recorded by deed in the land records of Hampshire County, Massachusetts, Deed Book 00804 Page 0503, 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 South Hadley Senior Center Site Plan, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the Town, which provides for the conveyance, treatment, and/or detention of stormwater within the confines of the Property; and

WHEREAS, the Town and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of the Town of South Hadley, Massachusetts, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the Town requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, in accordance with the Town of South Hadley Stormwater Management Bylaw, 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 Plans and documents reviewed and approved by the South Hadley Planning Board.
2. The Landowner, its successors and assigns shall adequately maintain the stormwater management facilities according to the maintenance schedule described in **the Postconstruction Stormwater Management Operation, Maintenance and Inspection Plan (O&M)**. This includes all pipes and channels 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 and so that water quality standards are met in all seasons and throughout the life of the stormwater system.
3. The Landowner, its successors and assigns, hereby grant permission to the Town, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the Town deems necessary. The purpose of inspection is to follow-up on reported deficiencies, inspect the stormwater management facilities when annual reports have not been submitted and/or to respond to citizen complaints. The Town shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

4. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the Town, and if after notice by the Town Engineer/Planning Board to correct a violation requiring maintenance work, satisfactory corrections are not made by the Landowner, its successors and assigns within thirty days, the Town may enter upon the Property and perform all necessary work to place the facility in proper working condition and assess the costs of such work and any penalties to the Landowner, its successors and assigns. This provision shall not be construed to allow the Town 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 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.

5. In the event the Town, 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 upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Town hereunder.

6. This Agreement imposes no liability of any kind whatsoever on the Town; and further, the Landowner agrees to hold the Town harmless from any liability in the event the stormwater management facilities fail to operate properly.

7. The Landowner, its successors and assigns shall provide stormwater management easements as necessary for all areas used for off-site stormwater control, preservation of stormwater runoff conveyance, infiltration, and detention areas and facilities, including flood routes for the 100-year storm event, and access for facility maintenance and inspection. A list of easements with the purpose and location of each shall be specified in Attachment B if required. The Landowner, its successors and assigns shall record all easements in the land records of the Hampshire County Registry of Deeds, Commonwealth of Massachusetts.

8. The Landowner, its successors and assigns, shall notify the Planning Department/DPW of any changes in ownership, assignment of financial responsibility, reconstruction of the approved stormwater management facilities and/or amendments to the maintenance schedule described in the Postconstruction Stormwater Management and Operation Plan. The maintenance schedule described in the O&M Plan may be amended to achieve the purpose of the South Hadley Stormwater Management Bylaw by mutual agreement of the Planning Board/DPW and the Landowner, its successors and assigns. Amendments shall be in writing and signed by the Planning Board/DPW and all responsible parties.

9. This Agreement shall be recorded by the property owners or at the property owners expense among the land records of Hampshire County, Commonwealth of Massachusetts, 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:

\_\_\_\_\_  
Town of South Hadley Council on Aging (Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Type Title)

COMMONWEALTH OF MASSACHUSETTS

County of Hampshire

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
TOWN OF SOUTH HADLEY

By: \_\_\_\_\_  
Michael Sullivan, Town Administrator

COMMONWEALTH OF MASSACHUSETTS

County of Hampshire

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## SECTION 2

### POSTCONSTRUCTION STORMWATER MANAGEMENT OPERATION AND MAINTENANCE PLAN

## 1.0 CONTACT INFORMATION/RESPONSIBLE PARTIES

**Owner(s):**

Town of South Hadley  
Council on Aging  
45 Dayton Street  
South Hadley, MA 01075

**Party Responsible for Operation & Maintenance:**

Town of South Hadley  
Council on Aging  
45 Dayton Street  
South Hadley, MA 01075

Responsible individuals to be determined.



## 2.0 GOOD HOUSEKEEPING PRACTICES

### 2.1 Material Handling and Waste Management

2.1.1 No storage of waste or hazardous materials will generally be permitted by the Town of South Hadley unless required for specific repairs or maintenance tasks of the facility. Storage of materials and handling will comply with the following requirements:

2.1.1.1 All materials shall be stored in a neat, orderly manner in their appropriate containers and if possible under a roof or other enclosure.

2.1.1.2 Products shall be kept in their original containers with the original manufacturer's label.

2.1.1.3 Substances shall not be mixed with one another unless recommended by the manufacturer.

2.1.1.4 Manufacturers' recommendations for proper use and disposal shall be followed.

2.1.2 Generation of waste is not anticipated from the project after completion.

### 2.2 Site Maintenance/Cleanup

2.2.1 The site will be reviewed biannually for any generation of trash or debris that has accumulated. These materials will be collected and disposed of in a proper manner.

2.2.2 The Town of South Hadley will be responsible for scheduling the activity each year.

### 2.3 Staff Training Program

2.3.1 Personnel should meet the minimum training requirements to conduct the respective operation and maintenance tasks.

2.3.2 Personnel should have the required training to effectively carry out the responsibilities of their positions.

## 3.0 SPILL PREVENTION AND CONTROL PLAN

### 3.1 Spill Prevention Control

The following provisions are the material management practices that shall be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff. The site owner or designated contractor will be responsible for preparing a project-area-specific spill control plan in accordance with local and MassDEP regulations. The plan should describe procedures and practices for controlling fuel and hydraulic fluids from machinery. A spill kit consisting of absorbent materials should be available on site in a predesignated location during site construction or for specific postconstruction activities that requires the use of construction equipment. At a minimum, this plan should indicate or include the following:

- Reduce stormwater contact if there is a spill.
- Contain the spill.
- Stop the source of the spill.
- Dispose of contaminated material in accordance with manufacture's procedures and MassDEP regulation.
- Identify responsible and trained personnel.
- Ensure that the spill area is well ventilated.

### 3.2 Illicit Discharges

3.2.1 All illicit discharges to the stormwater management system are prohibited. These discharges include but are not limited to wastewater, stormwater contaminated by contact with process waste, raw materials, toxic pollutants, hazardous substances, oil, or grease. To my knowledge, there are no existing illicit discharges on the site.

I, \_\_\_\_\_ hereby certify that I have read and understand that any illicit discharges to the stormwater management system are prohibited.

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

## 4.0 SCHEDULE FOR INSPECTION AND MAINTENANCE

This inspection and maintenance schedule has been prepared to ensure that the proposed stormwater management facility functions as designed according to the Stormwater Management Policy issued by the Massachusetts Department of Environmental Protection. The policy defines Stormwater Management Standards as guidelines for stormwater management. The standards address water quality and quantity using nonstructural measures, site planning, and BMPs. An inspection and maintenance schedule is necessary for the Best Management Practices (BMP) to continue to function properly and as designed.

During construction, stormwater management facilities will be cleaned/maintained as required based upon inspection. The cleaning and maintenance of all BMPs during construction includes removing sediment, replacing or repairing any damaged structure of pipe, and ensuring that soil erosion is kept to a minimum. Refer to the Stormwater Pollution Prevention Plan under separate cover. The owner will be responsible for inspection and maintenance during construction.

After construction is complete and the site has been stabilized, the following BMPs maintenance schedule is proposed.

### **Best Management Practices**

#### Grass Swale

The grass swale shall be inspected semiannually the first year and at least once per year thereafter. Inspections shall also be conducted after major storm events (generally after storms of 2.9 to 3.6 inches in 24 hours). Inspect for sufficient grass growth and for signs of erosion or formation of rills and/or gullies on the side slopes. Remove accumulated trash or debris prior to mowing operations. Mow grass to a height no less than 4 inches, and mow on an as-needed basis to keep the height no more than 6 inches. Check the amount of sediment buildup on a yearly basis. Remove the sediment by hand (i.e., a person with a shovel) so as not to disturb underlying vegetation and soils.

#### Street Sweeping

The parking area shall be swept of sediment and debris at least twice per year and more frequently as required. Suggested intervals are in April and October.

#### Stormwater Infiltration System

The stormwater infiltration system will be inspected annually through the inspection ports. The isolator chambers will be flushed and cleaned as required.

### INSPECTION AND MAINTENANCE LOG

ITEM	DATE OF INSPECTION AND REQUIRED MAINTENANCE	MAINTENANCE TO BE PROVIDED/COMMENTS	DATE MAINTENANCE COMPLETE
Grass Swale			
Stormwater Infiltration System			
Street Sweeping			

Inspected by: \_\_\_\_\_ Date: \_\_\_\_\_

3140-08.au122019rpt.