

Operation and Maintenance Plan

For Project Title., BMP/Practice name., installed under the following agreement: Agreement Number.

The purpose of this Operation and Maintenance Plan and Agreement is to ensure that the projects and/or practices supported by the Vermont Department of Environmental Conservation (DEC) continue to function properly throughout their useful lives and contribute to improving water quality conditions of Vermont's waterways.

Responsible Party Name(s):	
Responsible Party Phone:	() ____ - ____
Responsible Party Email:	
Landowner Name (if different):	
Landowner Phone:	() ____ - ____
Landowner Email:	
Property Address/description: (or attach site plan)	
Practice Latitude Longitude (center point in Decimal Degrees):	Latitude °N , Longitude °W
BMP Construction Completion date:	
BMP Useful Life End Date (minimum of 10 years from construction):	
BMP Type:	Choose a BMP.
Special Equipment Required, if any: (e.g., Vactor truck, anything other than hand tools)	
Frequency of Regular Inspections: (recommend 2-3/yr for Stormwater, 1/yr for Natural Resource Projects)	

Regular Maintenance and Frequency: If engineer or designer had designed the project, engineer or designer shall complete the following. Include activities such as weeding, mowing, sediment and debris removal, inlet and/or outlet cleaning, and equipment maintenance per manufacturer.

Maintenance Item	Frequency

As needed maintenance and repair: (e.g. replanting, major erosion or damage repair):

Operation and Maintenance Agreement

For [Project Name]

Installed under the following agreement: [Agreement number]

This Operations and Maintenance Agreement, ("Agreement") is made and entered into this ____ day of _____, 20____, between _____ (hereinafter referred to as the "Responsible Party") and _____ (hereinafter referred to as the "Landowner" if different from the Responsible party) and the Department of Environmental Conservation, (hereinafter referred to as the "DEC").

1. The Responsible Party agrees to inspect and maintain the above-mentioned project(s) or practice(s) at regular intervals, according to the attached Operation and Maintenance Plan.
2. The Responsible Party agrees to correct any maintenance issues or conduct needed repairs that are observed during inspections, such as the as-needed maintenance and repairs listed in the attached plan.
3. The Responsible Party agrees to maintain the practice outlined according to the attached plan for ____ years from the date the project installation and/or construction.
4. DEC staff may periodically visit the project site to inspect the condition of the installed practice(s). If the project is on private land, the grantee and responsible party/landowner will be notified by DEC staff at least 48 hours prior to any site visit. The landowner agrees to provide DEC staff or contractors with access to the site during State of Vermont Business hours (8:00-4:30).
5. If a project or practice is found to be in need of maintenance or in a state of disrepair, DEC will conduct the following steps:
 - a. Notify the Responsible Party of the items that need to be corrected.
 - b. Provide the Responsible Party a reasonable schedule to correct the items in need of maintenance.
 - c. If the items cannot be corrected within the allotted time, require the Responsible Party to establish a schedule to complete the correction
 - d. If no adequate response or correction action has been taken within the allotted time, provide the Responsible Party a written warning that failure to meet all grant conditions could result in the Responsible Party being ineligible for future clean water grants.
6. The Responsible Party and/or Landowner shall not be able to transfer or modify its responsibilities with respect to this agreement without the DEC's written prior consent.
7. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if caused by occurrences beyond the reasonable control of the party affected, including but not limited to: severe storms, floods or other natural events and sabotage. Any time for performance hereunder shall be extended by the time of delay caused by such occurrence.

Signature of Responsible Party: _____ Date: _____

Signature of Landowner: _____ Date: _____