

Operation and Maintenance Plan Critical Area Planting & Trail

Project : #2017-01

This agreement made on _____ is between the Oneida County Land and Water Conservation Department and _____, the landowner(s). As the landowner(s) of the above property, I/we agree if applicable, the following for the next ten (10) years:

1. Inspect walkway annually and after significant storm events. Maintain the surface in good condition, which includes periodic sweeping/high pressure washing of the surface.
2. Immediately repair any damage caused by burrowing animals.
3. Install and maintain a temporary fence to prevent unauthorized human or wildlife access.
4. Immediately repair any damage to berms, sediment logs, and bag wall.
5. Periodically remove organic accumulation from filter sock.
6. Repair any rills, gullies, or other erosion that occurs in the planted areas. Fill and compact these areas if necessary.
7. Replace dead or dying plants, shrubs, or trees to maintain adequate canopy cover for erosion control.
8. The use of fertilizers and pesticides is prohibited in the no-mow zone.
9. Do not allow invasive species such as purple loosestrife, mullein, lamb's quarter, quack grass, reed canary grass, and others to take over the plantings. At the end of the season, allow all dead vegetation to remain in place as it becomes a valuable seed source for next year's growth, provides food and cover for wildlife, and will help to cover the soil and slow spring runoff. As vegetation matures (3+ years), trim plants no more than once every 3-5 years and do not cut to less than 6-8 inches high. Cut in late winter while ground is still frozen or in late spring when ground is dry enough to walk on without damaging new growth.
10. Land owner agrees to hold harmless, indemnify and defend County from and against any and all claims, losses, demands, damages, fees, charges, liability and costs of defense (hereinafter "claims, etc." relating in any way to this contract unless said claims, etc. arise solely out of the negligent or willful misconduct of County).
11. Landowner agrees to employ a contractor which has a general liability insurance policy in effect with policy limits of at least one million dollars for personal injury and one million dollars for property damage. Oneida County must be named as an additional insured on said policy. A certificate of insurance must be provided to committee before work begins. The policy must require a thirty-day cancellation notice. An updated copy of the policy must be provided to committee any time a change is made to the policy.
12. Landowner agrees to provide a general liability insurance policy in effect with policy limits of at least \$500,000 for personal injury and \$500,000 for property damage. Oneida County must be named as an additional insured on said policy. A certificate of insurance must be provided to committee before work begins. The policy must require a thirty-day cancellation notice. An updated copy of the policy must be provided to committee any time a change is made to the policy.

Said insurance must remain in effect until all work is completed and all duties of landowner under this project have been fulfilled.



Landowner

(Date)

Landowner

(Date)

County Conservationist

(Date)

Chairman
(Oneida County Conservation & UWEX Education Committee)

(Date)

