



**LONG TERM OPERATION AND
MAINTENANCE PLAN
July 22, 2025**

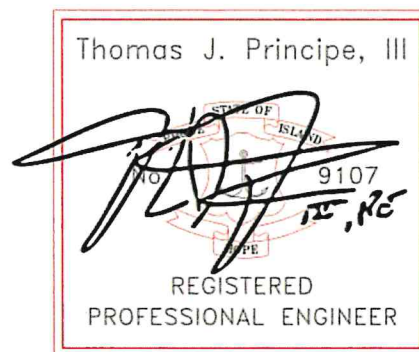
**362 POND STREET
AP 63-3, LOT 60
SOUTH KINGSTOWN, RI**

Prepared For:

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FocalPoint

BIOFILTRATION SYSTEMS

Operations & Maintenance



GENERAL DESCRIPTION

The following general specifications describe the general operations and maintenance requirements for the FocalPoint® High Performance Modular Biofiltration System (HPMBS). The system utilizes physical, chemical and biological mechanisms of a soil, plant and microbe complex to remove pollutants typically found in urban stormwater runoff. The treatment system is a fully equipped, modular, constructed in place system designed to treat contaminated runoff.

Stormwater enters the HPMBS, is filtered by the High Performance Biofiltration Media and passes through to the underdrain/storage system where the treated water is detained, retained or infiltrated to sub-soils, prior to discharge to the storm sewer system of any remaining flow.

Higher flows bypass the FocalPoint® via a downstream inlet or other overflow conveyance. Maintenance is a simple, inexpensive and safe operation that does not require confined space entry, pumping or vacuum equipment, or specialized tools. Properly trained landscape personnel can effectively maintain FocalPoint® Stormwater systems by following instructions in this manual.



BASIC OPERATIONS

FocalPoint® is a modular, high performance biofiltration system that often works in tandem with other integrated management practices (IMP). Contaminated stormwater runoff enters the biofiltration bed through a conveyance swale, planter box, or directly through a curb cut or false inlet. Energy is dissipated by a rock or vegetative dissipation device and is absorbed by a 3-inch layer of aged, double shredded hardwood mulch, with fines removed, (when specified) on the surface of the biofiltration media.

As the water passes through the mulch layer, most of the larger sediment particles and heavy metals are removed through sedimentation and chemical reactions with the organic material in the mulch. Water passes through the biofiltration media where the finer particles are removed and numerous chemical reactions take place to immobilize and capture pollutants in the soil media.

The cleansed water passes into the underdrain/storage system and remaining flows are directed to a storm sewer system or other appropriate discharge point. Once the pollutants are in the soil, bacteria begin to break down and metabolize the materials and the plants begin to uptake and metabolize the pollutants. Some pollutants such as heavy metals, which are chemically bound to organic particles in the mulch, are released over time as the organic matter decomposes to release the metals to the feeder roots of the plants and the cells of the bacteria in the soil where they remain and are recycled. Other pollutants such as phosphorus are chemically bound to the soil particles and released slowly back to the plants and bacteria and used in their metabolic processes. Nitrogen goes through a variety of very complex biochemical processes where it can ultimately end up in the plant/bacteria biomass, turned to nitrogen gas or dissolves back into the water column as nitrates depending on soil temperature, pH and the availability of oxygen. The pollutants ultimately are retained in the mulch, soil and biomass with some passing out of the system into the air or back into the water.

DESIGN AND INSTALLATION

Each project presents different scopes for the use of FocalPoint® system. To ensure the safe and specified function of this stormwater BMP, Convergent Water Technologies and/or its Value Added Resellers (VAR) review each application before supply. Information and design assistance is available to the design engineer during the planning process. Correct FocalPoint® sizing is essential to optimum performance. The engineer shall submit calculations for approval by the local jurisdiction when required. The contractor and/or VAR is responsible for the correct installation of FocalPoint units as described in approved plans. A comprehensive installation manual is available at www.convergentwater.com.





MAINTENANCE

Why Maintain?

All stormwater treatment systems require maintenance for effective operation. This necessity is often incorporated in your property's permitting process as a legally binding BMP maintenance agreement. Other reasons for maintenance include:

- Avoid legal challenges from your jurisdiction's maintenance enforcement program.
- Prolong the lifespan of your FocalPoint HPMBs.
- Avoid costly repairs.
- Help reduce pollutant loads leaving your property.

Simple maintenance of the FocalPoint® is required to continue effective pollutant removal from stormwater runoff before any discharge into downstream waters. This procedure will also extend the longevity of the living biofiltration system. The unit will recycle and accumulate pollutants within the biomass, but may also be subjected to other materials entering the surface of the system. This may include trash, silt and leaves etc. which will be contained above the mulch and/or biofiltration media layer. Too much silt may inhibit the FocalPoint's® flow rate, which is a primary reason for system maintenance. Removal of accumulated silt/sediment and/or replacement of the mulch layer (when specified), is an important activity that prevents overaccumulation of such silt/sediment.

When to Maintain?

The start of the maintenance plan begins when the system is activated for full operation. Full operation is defined as when the site is appropriately stabilized and the unit is installed and activated (i.e., when mulch and plantings are added).

Activation should be avoided until the site is fully stabilized (full landscaping, grass cover, final paving and street sweeping completed). Maintenance visits are scheduled seasonally; the spring visit aims to clean up after winter loads including salts and sands. The fall visit helps the system by removing excessive leaf litter.

A first inspection to determine if maintenance is necessary should be performed at least twice annually after storm events of greater than (1) one inch total depth (subject to regional climate). Please refer to the maintenance checklist for specific conditions that indicate if maintenance is necessary.

It has been found that in regions which receive between 30-50 inches of annual rainfall, (2) two visits are generally required. Regions with less rainfall often only require (1) one visit per annum. Varying land uses can affect maintenance frequency.



Some sites may be subjected to extreme sediment or trash loads, requiring more frequent maintenance visits. This is the reason for detailed notes of maintenance actions per unit, helping the VAR/Maintenance contractor and Owner predict future maintenance frequencies, reflecting individual site conditions.

Owners must promptly notify the VAR/Maintenance contractor of any damage to the plant(s), which constitute(s) an integral part of the biofiltration technology. Owners should also advise other landscape or maintenance contractors to leave all maintenance of the HPMBS to the VAR/Maintenance contractor (i.e. no pruning or fertilizing).

EXCLUSION OF SERVICES

It is the responsibility of the owner to provide adequate irrigation when necessary to the plant(s) in the FocalPoint® system.

Clean up due to major contamination such as oils, chemicals, toxic spills, etc. will result in additional costs and are not covered under the VAR/Maintenance contractor maintenance contract. Should a major contamination event occur, the Owner must block off the outlet pipe of the FocalPoint® (where the cleaned runoff drains to, such as drop-inlet) and block off the point where water enters of the FocalPoint®. The VAR/Maintenance contractor should be informed immediately.

MAINTENANCE VISIT SUMMARY

Each maintenance visit consists of the following simple tasks (detailed instructions below).

1. Inspection of FocalPoint® and surrounding area
2. Removal of debris, trash and mulch
3. Mulch replacement
4. Plant health evaluation (including measurements) and pruning or replacement as necessary
5. Clean area around FocalPoint®
6. Complete paperwork, including date stamped photos of the tasks listed above.

MAINTENANCE TOOLS, SAFETY EQUIPMENT AND SUPPLIES

Ideal tools include: camera, bucket, shovel, broom, pruners, hoe/rake, and tape measure. Appropriate Personal Protective Equipment (PPE) should be used in accordance with local or company procedures. This may include impervious gloves where the type of trash is unknown, high visibility clothing and barricades when working in close proximity to traffic and also safety hats and shoes.



MAINTENANCE VISIT PROCEDURE

Inspection of FocalPoint® and surrounding area

Record individual unit before maintenance with photograph (numbered). Record on Maintenance Report (see example in this document) the following:

- | | | | |
|--------------------------|----------|-------------------------|----------|
| ▫ Standing Water | yes no | ▫ Damage to HPMB System | yes no |
| ▫ Is Bypass Inlet Clear? | yes no | to Overflow conveyance | yes no |

Removal of Silt / Sediment / Clay

Dig out silt (if any) and mulch and remove trash & foreign items.

- | | | | |
|----------------------|----------|------------------------------------|--------------------|
| ▫ Silt / Clay Found? | yes no | ▫ Leaves? | yes no |
| ▫ Cups / Bags Found? | yes no | ▫ Volume of material removed _____ | (volume or weight) |

Removal of debris, trash and mulch

After removal of mulch and debris, measure distance from the top of the FocalPoint® engineered media soil to the flow line elevation of the adjacent overflow conveyance. If this distance is greater than that specified on the plans (typ. 6" - 12"), add FocalPoint® media (not top soil or other) to recharge to the distance specified.

- Distance to media surface to flow line of overflow conveyance (inches) _____
- # of Buckets of Media Added _____

Mulch Replacement

Most maintenance visits require only replacement mulch (if utilized). Bags of clean, double shredded hardwood mulch are typically used for smaller biofiltration beds, however larger systems may require truck loads of mulch. For smaller projects, one cubic foot of mulch will cover four square feet of biofiltration bed, and for larger projects, one cubic yard of mulch will cover 108 square feet of biofiltration bed. Some visits may require additional FocalPoint® engineered soil media available from the VAR/Contractor.

- Add double shredded, aged hardwood mulch which has been screened to remove fines, evenly across the entire biofiltration media bed to a depth of 3".
- Clean accumulated sediment from energy dissipation system at the inlet to the FocalPoint® system to allow for entry of trash during a storm event.

Plant health evaluation and pruning or replacement as necessary

Examine the plant's health and replace if dead or dying.
Prune as necessary to encourage growth in the correct directions

- | | | |
|--------------------------------------|-------------------|--------------|
| ▫ Height above Grate (feet) _____ | ▫ Health | alive dead |
| ▫ Width at Widest point (feet) _____ | ▫ Damage to Plant | yes no |

Clean area around FocalPoint®

- Clean area around unit and remove all refuse to be disposed of appropriately.

Complete paperwork

- Deliver Maintenance Report and photographs as appropriate.
- Some jurisdictions may require submission of maintenance reports in accordance with approvals.
- It is the responsibility of the Owner to comply with local regulations.



FocalPoint Warranty

Seller warrants goods sold hereunder against defects in materials and workmanship only, for a period of (1) year from date the Seller activates the system into service. Seller makes no other warranties, express or implied.

Seller's liability hereunder shall be conditioned upon the Buyer's installation, maintenance, and service of the goods in strict compliance with the written instructions and specifications provided by the Seller. Any deviation from Seller's instructions and specifications or any abuse or neglect shall void warranties.

In the event of any claim upon Seller's warranty, the burden shall be upon the Buyer to prove strict compliance with all instructions and specifications provided by the Seller.

Seller's liability hereunder shall be limited only to the cost or replacement of the goods. Buyer agrees that Seller shall not be liable for any consequential losses arising from the purchase, installation, and/or use of the goods.



Maintenance Checklist

<i>Element</i>	<i>Problem</i>	<i>What To Check</i>	<i>Should Exist</i>	<i>Action</i>
<i>Inlet</i>	Excessive sediment or trash accumulation	Accumulation of sediment or trash impair free flow of water into FocalPoint	Inlet free of obstructions allowing free flow into FocalPoint System	Sediments or trash should be removed
<i>Mulch Cover</i>	Trash and floatable debris accumulation	Excessive trash or debris accumulation.	Minimal trash or other debris on mulch cover	Trash and debris should be removed and mulch cover raked level. Ensure that bark nugget
<i>Mulch Cover</i>	Ponding of water on mulch cover	Ponding in unit could be indicative of clogging due to excessive fine sediment accumulation or spill of petroleum oils	Stormwater should drain freely and evenly over mulch cover.	Contact VAR for advice.
<i>Plants</i>	Plants not growing, or in poor condition	Soil/mulch too wet, evidence of spill. Pest infestation. Vandalism to plants.	Plants should be healthy and pest free.	Contact VAR for advice.
<i>Plants</i>	Plant growth excessive	Plants should be appropriate to the species and location of FocalPoint		Trim/prune plants in accordance with typical landscaping and

Sample Stormwater Facility Maintenance Agreement

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between (Insert Full Name of Owner)

_____ hereinafter called the "Landowner", and the [Local Jurisdiction], hereinafter called the "[Town/City]".

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) _____ as recorded by deed in the land records of [Local Jurisdiction] Deed Book _____ Page _____, 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

_____, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the [Town/City], provides for detention of stormwater within the confines of the property; and

WHEREAS, the [Town/City] and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of [Local Jurisdiction] require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the [Town/City] requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, 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 Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities in accordance with the required Operation and Maintenance Plan. This includes all pipes, channels or other conveyances 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. The Stormwater Best Management Practices Operation, Maintenance and Management Checklists are to be used to establish what good working condition is acceptable to the [Town/City].

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3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, basin areas, access roads, etc. Deficiencies shall be noted in the inspection report.
 4. The Landowner, its successors and assigns, hereby grant permission to the [Town/City], its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the [Town/City] deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The [Town/City] shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
 5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the [Town/City], the [Town/City] may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the [Town/City] 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/City] 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/City].
 6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
 7. In the event the [Town/City] 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/City] upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the [Town/City] hereunder.
 8. This Agreement imposes no liability of any kind whatsoever on the [Town/City] and the Landowner agrees to hold the [Town/City] harmless from any liability in the event the stormwater management facilities fail to operate properly.
 9. This Agreement shall be recorded among the land records of [Local Jurisdiction] 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:

Company/Corporation/Partnership Name (Seal)

By: _____

(Type Name and Title)

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____, by

_____.

NOTARY PUBLIC

My Commission Expires: _____

By: _____

(Type Name and Title)

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____, by

_____.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

[Town/City] Attorney Date