

INSPECTION and MAINTENANCE AGREEMENT for STORMWATER FACILITIES

Permit number: _____

Map & parcel number: _____

Project Name & Address:

THIS AGREEMENT, made this _____ day of _____, 20__, by and between (*insert full BMP owner's name*) _____, hereinafter referred to as the "OWNER(S)" of the following property and (NAME OF GOVERNMENT AGENCY) hereinafter referred to as the "AGENCY."

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property, with full authority to execute deeds, mortgages, other covenants, do hereby covenant with the AGENCY and agree as follows:

1. The OWNER(S) covenant with the AGENCY that the OWNER(S) shall provide for adequate long-term maintenance and continuation of the stormwater control measures described in the SWPPP (Stormwater Pollution Prevention Plan) and shown in the location map, deed of easement drawing or plat attached hereto to ensure that the facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations and applicable laws. The OWNER(S) shall perform preventative maintenance activities at intervals described in the inspection schedule included in the Operations and Maintenance Plan along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER shall submit to the GOVERNMENT an annual report by _____ (define the due date) each year. The report shall include the Operations and Maintenance Plan that documents the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system, the state of control measures and notification of any planned change in responsibility for the system.
3. The OWNER(S) shall grant to the GOVERNMENT or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.

4. The OWNER shall grant to the GOVERNMENT the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the GOVERNMENT or its agent and contractor.
5. If, upon inspection, the GOVERNMENT finds that OWNER(S) has failed to properly maintain the facilities, the GOVERNMENT may order the work performed within ____ days. In the event the work is not performed within the specified time, the OWNER(S) agrees to allow the GOVERNMENT to enter the property and take whatever steps it deems necessary to maintain the stormwater control facilities. This provision shall not be construed to allow the GOVERNMENT to erect any structure of a permanent nature on the land of the OWNER(S) without first obtaining written approval of the OWNER(S).
6. The GOVERNMENT is under no obligation to maintain or repair said facilities, and in no event, shall this Agreement be construed to impose any such obligation on the GOVERNMENT. The OWNER(S) shall reimburse the GOVERNMENT upon demand the costs incurred in the maintenance of the facilities.
7. If the OWNER fails to pay the GOVERNMENT for the above expenses after ____ days written notice, the OWNER authorizes the GOVERNMENT to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection, court costs, and attorney fees.
8. The OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns and any other successor interest shall indemnify and hold harmless the GOVERNMENT and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the GOVERNMENT from the construction, presence, existence, or maintenance of the stormwater control facilities subject to the Agreement.
9. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the GOVERNMENT's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S).
10. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such a provision or to exercise any right or remedy available.
11. The OWNER(S) shall record a plat showing and accurately defining the easements for stormwater control facilities. The plat must reference the Instrument Number where this Agreement and its or attachments are recorded and contain a note that the OWNER(S) is responsible for maintaining the stormwater management facilities.

12. The OWNER(S) shall record that Agreement in the Office of the Register of Deeds for the county of _____, state _____, and the Agreement shall constitute a covenant running with the land and shall be binding upon the OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns and any other successors in interest.

Attest by OWNER(S)

OWNER(S) Signature

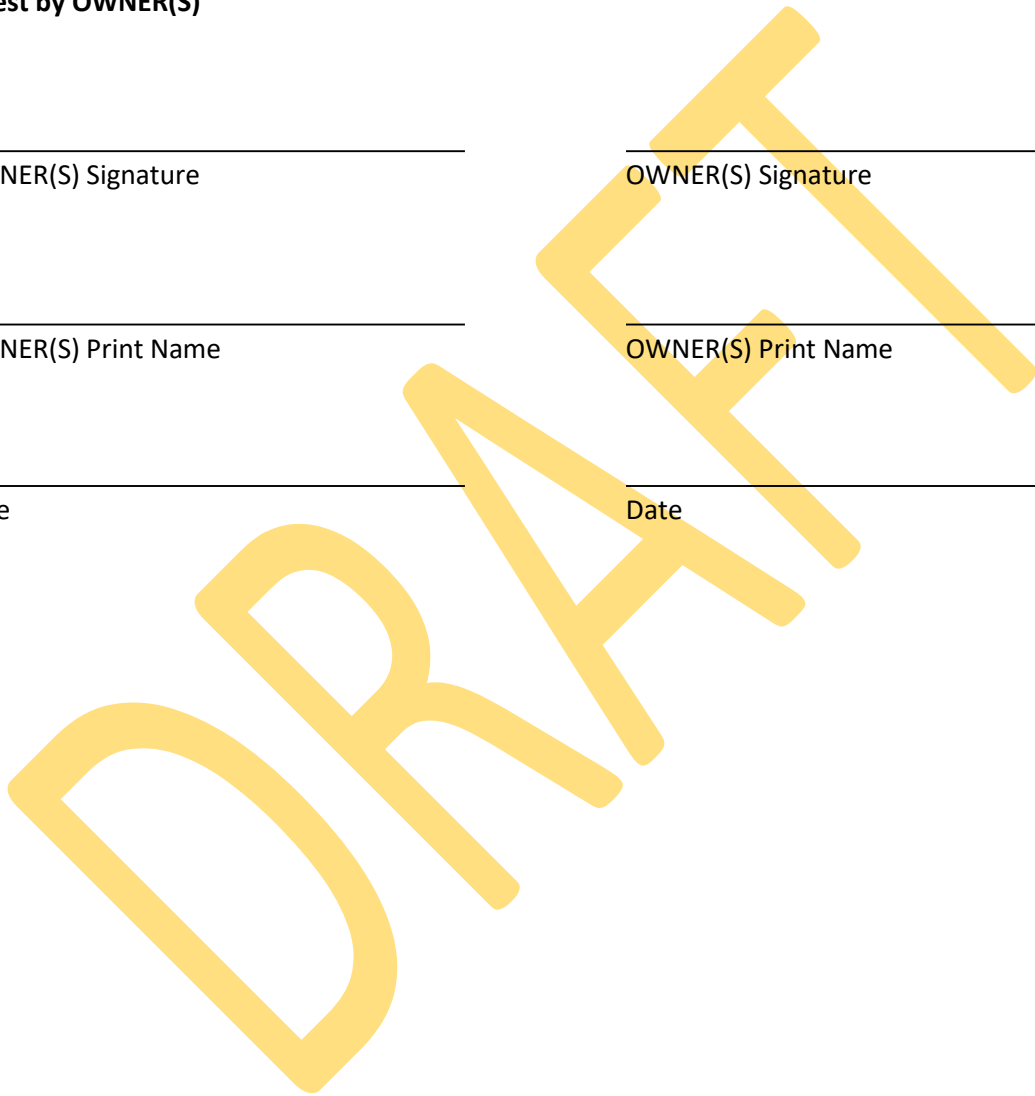
OWNER(S) Signature

OWNER(S) Print Name

OWNER(S) Print Name

Date

Date



STORMWATER BMP MAINTENANCE GUIDELINES

The required maintenance interval for stormwater BMPs are often dependent upon the degree of pollutant loading from a particular drainage basin. BMP maintenance can best be broken into three categories: **inspection**, **routine maintenance**, and **major maintenance**. Though each BMP type has its own unique characteristics, **inspections** will generally consist of an assessment to assure its functionality and the general condition. **Routine maintenance** will generally consist of trash and vegetation removal, unclogging of drains, minor sediment removal and exchange of filter media where applicable. **Major maintenance** will be completed as required from inspections and generally consists of significant reconstruction due to failures in the BMP. Examples of Major Maintenance include dredging, excavation, removal of existing media, replacing fabric, replacing the under-drain, and reestablishment of vegetation. The following schedule is offered as a guideline for performing **Inspection** and **routine maintenance** for a range of BMP categories.

| BMP | Inspection Frequency | Routine Maintenance Frequency |
|---|------------------------|-------------------------------|
| <i>Inspection Frequency key: A = annual; M=monthly; S=after major storms; Q=Quarterly; SA=Semi Annually</i> | | |
| Bioretention Systems | A, S | 2 x /year |
| Cartridge or Module Media Filtration Structures | SA | 1 – 2 x /year |
| Catch Basin Inserts (long term) | Q | 3 – 4 x /year |
| Dry Pond | M | 3 – 4 x /year |
| Dry Wells | A | 1 x /year |
| Filter Strips or Swales | M | 2 – 3 x /year |
| Green Roofs | SA; S | 2 – 3 x /year |
| Hydrodynamic or Gravity Separators | SA | 1 – 2 x /year |
| Infiltration Trenches | A; S | 2 – 3 x /year |
| Permeable Pavement | A | 2 – 3 x /year |
| Rainwater Gardens | SA; S | 2 – 3 x /year |
| Rainwater Harvesting | SA; S | 2 – 3 x /year |
| Sand Filter | Q first year; SA after | 1 – 2 x/ year |
| Trash & Debris Screens | SA; S | 2 – 3 x /year |
| Underground Storage Facilities | SA | 1 x /year |
| Wetlands | SA | 2 x /year |
| Wet Pond | Q | 2 – 3 x /year |

Above table developed by SWEMA as a general reference or guideline.