

INSPECTION and MAINTENANCE AGREEMENT for STORMWATER FACILITIES

THIS DOCUMENT WAS PREPARED BY: Rockingham County
20 East Gay Street
Harrisonburg, VA 228802
(540) 564-3000

Permit number: _____ Tax Map ID: _____

Project Name & Address: _____

THIS AGREEMENT, made this _____ day of _____, 20____, by and between (insert full facility owner’s name(s)) _____, OWNER of the aforementioned property and hereinafter referred to as the OWNER, and ROCKINGHAM COUNTY, VIRGINIA hereinafter referred to as the ROCKINGHAM COUNTY.

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 Rockingham County and agree as follows:

1. The OWNER(S) covenant with Rockingham County 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(S) shall make available to Rockingham County an annual report. 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 Rockingham County 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(S) shall grant to Rockingham County the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for Rockingham County or its agent and contractor.
5. If, upon inspection, Rockingham County finds that OWNER(S) has failed to properly maintain the facilities, Rockingham County may order the work performed within 90 days. In the event the work is not performed within the specified time, the OWNER(S) agrees to allow Rockingham County 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 Rockingham County 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. Rockingham County 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 Rockingham County. The OWNER(S) shall reimburse Rockingham County upon demand the costs incurred in the maintenance of the facilities.
7. If the OWNER(S) fails to pay Rockingham County for the above expenses after 30 days written notice, the OWNER(S) authorizes Rockingham County to collect said expenses from the OWNER(S) 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 Rockingham County 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 Rockingham County from the construction, presence, existence, or maintenance of the stormwater control facilities subject to the Agreement. In the event a claim is asserted against Rockingham County, its officers, agents or employees, Rockingham County shall notify OWNER(S) and the OWNER(S) shall defend at OWNER(S) expense any suit based on such claim. If any judgment or claims against Rockingham County, its officers, agents or employees, shall be allowed, the OWNER(S) shall pay all costs and expenses in connection therewith. Rockingham County will not indemnify, defend or hold harmless in any fashion the OWNER(S) from any claims arising from any failure, regardless of any language in any attachment or other document that the OWNER(S) may provide.
9. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without Rockingham County'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 this Agreement in the Clerk's Office 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

COMMONWEALTH OF VIRGINIA
COUNTY OF ROCKINGHAM

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

NOTARY PUBLIC

My commission expires: _____

My commission No. is: _____

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 Inspection Frequency key: A = annual; M = monthly; S = after major storms; Q = Quarterly; SA = Semi Annually

Bioretention Systems A, S 2 x /year

Cartridge or Module Media Filtration Structures SA, 1 – 2 x /year

Dry Pond M, 3 – 4 x /year

Dry Wells A, 1 x /year

Filter Strips or Swales M, 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

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