

INSPECTION and MAINTENANCE AGREEMENT

for STORMWATER FACILITIES

Parcel Tax ID Number: _____

Project Name & Address: _____

THIS AGREEMENT, made this _____ day of _____, 20__, by and between (insert owner's name) _____, hereinafter referred to as the "OWNER(S)" of the following property and ROY CITY CORPORATION hereinafter referred to as the "CITY"

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 CITY 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 on the improvement design drawings and/or SWPPP (Stormwater Pollution Prevention Plan) 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 as required to keep the facilities in working order and to provide trash removal as part of regular maintenance.
2. The OWNER shall notify the CITY in writing of any remedial actions taken to repair, modify or reconstruct the system and of any planned change in responsibility for the system.
3. The OWNER(S) shall grant to the CITY 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 CITY all necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the CITY or its agent and contractor.
5. If, upon inspection, the CITY finds that OWNER(S) has failed to properly maintain the facilities, the GOVERNMENT may order the work performed within 30 days. In the event the work is not performed within the specified time, the OWNER(S) agrees to allow the CITY 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 CITY 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 CITY. The OWNER(S) shall reimburse the CITY upon demand the costs incurred in the maintenance of the facilities.
7. If the OWNER fails to pay the CITY for the above expenses after 30 days written notice, the OWNER authorizes the CITY 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 CITY 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 CITY from the construction, presence, existence, or maintenance of the stormwater control facilities subject to the Agreement. In the event a claim is asserted against the CITY, its officers, agents or employees, the CITY 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 the CITY, its officers, agents or employees, shall be allowed, the OWNER(S) shall pay all costs and expenses in connection therewith. The CITY 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 the CITY'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 Office of the Weber County Clerk 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

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

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
- 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

The inspection frequencies listed above are a general reference or guideline. Modifications should be made as needed for unusual or extraordinary conditions.