

APPENDIX L:

Instructions for completion of the **Stormwater Maintenance Agreement**

The following is the Stormwater Maintenance Agreement (SWMA) required for stormwater management. The SWMA for the site should extend to the natural drainage unless a previous agreement maintains the conveyance system and the basin. If there is an existing agreement for a property, the agreement shall be revised to include any new stormwater management or quality measure(s). The agreement must be completed and received by the Plan Approving Authority prior to plan approval and scheduling of a pre-construction conference.

You must,

- (1) Completely fill out the SWMA and have the document notarized by the Owner AND the Plan Approving Authority;
- (2) Provide a completed Exhibit A; the plan should be no larger than 8.5"x11" (to minimize cost, although larger documents may be recorded for an additional charge.
- (3) The SWMA will be required to be recorded with the deed to the property after the SWMA is signed by both parties with the City Clerk of Courts. **The Owner is responsible for the recording of the SWMA.**
- (4) Once recorded please submit copy of the receipt of recording with the SWMA to the Environmental Planner.

Exhibit A

The following three items must be included for the SWMA to be accepted.

- (1) Written legal description of the property being placed under the agreement;
- (2) Written description of the stormwater management and/or stormwater quality measures to be maintained;
- (3) A copy of the plat of the property no larger than 8.5 X 11 (this minimizes cost of recording the document; anything larger will be an additional cost).

STORMWATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT

This agreement is made and dated this _____ day of _____, 20____, by and between _____, party of the first part, hereinafter referred to as the “Owner”, and the City of Lynchburg, Virginia, a municipal corporation of the Commonwealth of Virginia, party of the second part, hereinafter referred to as the “City”.

WHEREAS, the Owner is the fee simple owner of the project known as _____,
with parcel ID #: _____,

and CD Tracking #: _____,
and as shown in Exhibit “A” which plat or plan, indicating stormwater management measures, is attached to this agreement and by this reference made a part hereof; and

WHEREAS, the Owner has constructed or will construct a stormwater management system on the property which complies with the planning and technical requirements of the Erosion and Sediment Control and Stormwater Management Ordinances of the City of Lynchburg and the regulations of the Commonwealth of Virginia; and

WHEREAS, the Owner and the City are entering into this agreement for the purpose of providing for the perpetual maintenance, repair and care of the stormwater management system

WITNESSETH

NOW, THEREFORE, for and in consideration of the City of Lynchburg’s approval of the stormwater management system and issuance of an occupancy permit to the Owner and in further consideration of the mutual promises and covenants hereinafter contained, the parties for themselves, their successors and assigns, agree as follows:

1. The Owner covenants that the stormwater management system constructed or to be constructed on the property complies or will comply with all the requirements of the Erosion and Sediment Control and Stormwater Management Ordinances of Lynchburg and the regulations of the Commonwealth of Virginia. Responsibility of the adequacy of the design and construction of the stormwater management system rests solely with the Owner. The signing of this agreement shall not be construed as approval of the design or the construction details of the stormwater management system.
2. The Owner agrees to maintain the stormwater management system identified in Exhibit “A”, in good operating condition and to pay the costs of operation and maintenance of said stormwater management system. The maintenance of the stormwater management system shall be in accordance with all applicable City and State requirements and regulations, and shall include but shall not be limited to the following:

- (a) an annual inspection by a qualified inspector and the filing of an annual written report with the Erosion and Sediment Control Administrator, City of Lynchburg, 900 Church Street, Lynchburg, VA 24504, describing the condition of the stormwater management system; (Such report shall be due on the anniversary date of this agreement, and such inspection shall have been performed within two months prior to the report due date. The report shall state the site name and address, the Owner's name, the inspection date, the inspector's name and qualifications, and shall describe any deficiencies and required maintenance on the stormwater management facilities.)
 - (b) the remediation of any deficiencies identified by the annual inspection; (A supplementary report on such remediation shall be due within three months of the anniversary date of this agreement.)
 - (c) the removal and proper disposal of sediment when the flow or storage of the stormwater has been significantly restricted or reduced by sediment;
 - (d) the removal and proper disposal of trash, debris, loose brush and other growth from the stormwater management system, as needed;
 - (e) the removal and proper disposal of any oil or grease which has accumulated within the stormwater management system;
 - (f) the replacement and proper disposal of any chemical treatment media and any filter media which have ceased to function at design levels;
 - (g) the annual cutting of any brush and other woody growth on and around any embankment fill, and the stabilization of the banks of the stormwater management system, as needed;
 - (h) the inspection, maintenance and repair of any fence installed around the stormwater management system;
 - (i) any necessary repairs to the dam, emergency spillway and any low spots in any retention pond; and
 - (j) all other repairs and improvements that are reasonably necessary to keep the stormwater management system operating in an efficient, safe and sanitary manner.
3. In the event the Owner fails to inspect, report on, or properly maintain the stormwater system within the above specified time limits, the City may enter upon the property and take whatever steps it deems necessary to maintain the stormwater management facilities. It is understood that the City is under no obligation to maintain these facilities and this agreement shall not be construed to impose such an obligation on the City. If such maintenance by the City is

performed, the Owner shall reimburse the City for the costs of such maintenance within ten days of written notice by the City to the Owner. Any amounts unpaid by the Owner to the City following this time shall be recorded as liens against the property.

4. The Owner shall pay all real estate taxes and any other charges or fees that may be assessed against the property and the stormwater management system.
5. The Owner agrees to indemnify, to hold harmless and to assume the defense of the City of Lynchburg, its officers, employees, and agents, from any and all claims and expenses which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its officers, employees and agents by reason of the Owner's design, construction, maintenance, repair and care of the stormwater management system.
6. The Owner and the City hereby declare that the covenants and conditions contained herein run with and perpetually bind the property as shown in Exhibit "A" and are made for the benefit of the City of Lynchburg and the surrounding property owners, and the City and/or such owners are hereby specifically given the right to enforce such covenants and conditions.
7. The Owner has designated: Name: _____ ,
Address: _____ ,
Telephone #: _____ ,
to serve as the responsible individual for execution of the responsibilities of this agreement. The Owner shall inform the City regarding any change in the designee responsible or the contact address or telephone number of the designee.
8. The designation in paragraph 7 above does not relieve the Owner of responsibility for fulfilling the provisions of this agreement.
9. Upon acceptance by a grantee of all or part of the property shown in Exhibit "A" along with the assumption by the grantee in writing of the Owner's responsibilities set forth in this agreement, the previous Owner shall be released from any further obligation upon the provision of this agreement with respect to that portion of the premises so conveyed. To be effective under this agreement, documentation of such transfer of responsibility must be transmitted to the City at the address given in paragraph 2(a) above. Such assumption of responsibility must be in the form of a new agreement between the City and the new Owner assuming responsibility.

Legal Name of Owning Entity:

Signature: _____

Title:

STATE OF _____,

CITY / COUNTY OF _____,

Acknowledged, subscribed and sworn before me by

_____, (Signer's Name)

_____, (Title), this ___ day of _____, 20__.

Notary Public

My commission expires _____

.....

City of Lynchburg

Signature: _____

Program Administrator

STATE OF VIRGINIA,

CITY OF LYNCHBURG,

Acknowledged, subscribed and sworn before me by

_____, (Signer's Name)

____ Program Administrator _____, (Title), this ___ day of _____, 20__.

Notary Public

My commission expires _____