



STORMWATER MANAGEMENT / BMP FACILITIES OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between, _____ hereinafter called the "Landowner", and the City of Alexandria, Virginia (the "City");

WITNESSTH:

WHEREAS, the Landowner is the owner of certain real property described as tax map # _____, block # _____, parcel(s) # _____ as acquired by deed in the land records of the City of Alexandria, Virginia, Deed book _____ Page # _____ (Instrument # _____,) hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, _____, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention and/or on-site treatment of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns agree that the health, safety and welfare of the residents of the City of Alexandria, Virginia, require that on-site stormwater management/Best Management Practices (BMP) facilities be constructed and maintained on the property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

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/BMP facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the plans.

2. The Landowner, its successors and assigns, shall maintain the stormwater management/BMP facilities in good working conditions, acceptable to the City, so that they are performing their design functions.

3. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facility including, berms, inlet and outlet structures, vegetation, infiltration media, pond areas, access roads, etc. When deficiencies are noted, the City shall notify the Landowner, its successors or assigns, and provide information about the inspection findings and evaluations.

4. The Landowner shall develop and attach to this “STORMWATER MANAGEMENT / BMP FACILITIES OPERATION AND MAINTENANCE AGREEMENT” a “BMP MAINTENANCE SCHEDULE AND GUIDELINE” that has been reviewed and approved by the City or its designee. This BMP Maintenance Schedule and Guideline shall describe the maintenance practices to be performed for the facilities and include a maintenance schedule for implementation of these practices.

5. In the event the Landowner, its successors and assigns, fail to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps it deems necessary to maintain said stormwater management/BMP facilities and to charge the costs of the repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City of Alexandria to erect any structure of a permanent nature on the land of the Landowner, outside of an easement belonging to the City. It is expressly understood and agreed that 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.

6. The Landowner, its successors and assigns, will perform maintenance in accordance with the maintenance schedule and guidelines for the stormwater management/BMP facilities, including sediment removal, as outlined on the approved plans and the following specific requirements:

Maintenance of the following Best Management Practice(s):

shall conform to the requirements contained in the Virginia Stormwater BMP Clearinghouse, the attached maintenance schedule and guidelines, and/or specific maintenance requirements established by the BMP manufacturer as approved by the Director of Transportation and Environmental Services (T&ES) prior to the release of the Final Site Plan. Specific manufacturer maintenance requirements for proprietary BMPs will be submitted to the City of Alexandria, T&ES.

7. In the event the 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 on account of the Landowner's or its successors' and assigns' failure to perform such work, the Landowner, its successors and assigns, shall reimburse the City, upon demand, within 30 days of receipt thereof for all costs incurred by the City hereunder. If not paid within such 30-day period, the City shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce it in the same manner a lien for real property taxes may be enforced.

8. The Landowner, its successors and assigns, shall indemnify and hold harmless the City and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City for the construction, presence, existence or maintenance of the stormwater management/BMP facilities by the Landowner, its successors and assigns.

9. In the event a claim is asserted against the City, its agents or employees, the City shall promptly notify the Landowners, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claim against the City, its agents or employees shall be allowed, the Landowner, its successors and assigns shall pay all costs and expenses in connection therewith.

10. The Landowner, its successors and assigns, hereby grants permission to the city, its authorized agents, employees, guests, and consultants to enter upon the property to install, operate and maintain equipment to monitor the flow characteristics and pollutant content of the influent and effluent, and at intermediate points in the facility. The Landowner further agrees to design and construct the facility to provide access for monitoring as outlined in the Virginia Stormwater BMP Clearinghouse and/or in the manufacturer's manual for the BMP.

11. The Landowner, its successors and assigns, hereby grants permission to the City, its authorized agents, employees and guests to enter upon the property whenever the City deems necessary, with a ten day advance notice, to conduct tours of the stormwater management/BMP facilities. The purpose of such tours is to expand the base of knowledge in the stormwater management/BMP field amongst planners, engineers, scientists and other interested parties.

12. This Agreement shall be recorded among the land records of the City of Alexandria, Virginia, and shall constitute a covenant running with the land/or equitable servitude, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and other successors in interest.

WITNESS the following signatures and seals:

Landowner Signature

Print or Type Name

Title

ATTEST:

COMMONWEALTH OF _____

CITY OF _____

I, _____, a Notary Public in and for the City and Commonwealth aforesaid, whose commission expires on the ____ day of _____, 20__, do hereby certify that _____, whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20__, has acknowledged the same before me in my said City and State.

GIVEN UNDER MY HAND THIS _____ day of _____, 20_____.

NOTARY PUBLIC

WITNESS the following signatures and seals.

Director, Department of T&ES or Designee

Print or Type Name

ATTEST:

COMMONWEALTH OF _____
CITY OF _____

I, _____, a Notary Public in the City of Alexandria and for the Commonwealth of Virginia, whose commission expires on the ____ day of _____, 20 __, do hereby certify that _____, representative for the City of Alexandria, whose name is signed to the foregoing Agreement bearing the date of the ____ day of _____, 20__, has acknowledged the same before me in the City and Commonwealth aforesaid.

GIVEN UNDER MY HAND THIS ____ day of _____, 20 ____.

NOTARY PUBLIC