

King & Queen County, Virginia

Stormwater Management BMP Maintenance Agreement

This agreement is entered into this ____ day of _____, 20__, by and between _____ herein after referred to as “Landowner” and the Board of Supervisors of King & Queen County, Virginia, hereinafter referred to as “County”.

WITNESSETH

WHEREAS, the Landowner has submitted a site development plan for a project known as _____ located on Tax Map _____, which includes among other features, at least one stormwater management system, hereinafter referred to as “system”, (including all components designed to regulate flow, provide storage for runoff, and/or provide water quality protection and ensure safety of the system); and

WHEREAS, the Landowner will install the system in order to comply with the Chesapeake Bay Preservation Area Overlay Zoning District, Article 12, King & Queen County Zoning Ordinance, Section 3-273.E. (4) and Article 12.3-273.G. (1)(d); and

WHEREAS, It is in the best interest of both parties and the general public to ensure proper maintenance of the system; and

WHEREAS, a maintenance plan (Attachment A) for the system has been submitted by the Landowner and approved by the County in conjunction with this agreement; and

WHEREAS, both parties desire to ensure sufficient maintenance to maintain the structural integrity and the proper functioning of the system;

NOW, THEREFORE, for and in consideration of the mutual covenants stated below, the parties agree as follows:

1. The County will:
 - A. Release construction surety after as-built plans and other appropriate certifications, showing adequate completion of the system, have been submitted by the Landowner and approved by the County. Certification shall be made by a Professional Engineer, who shall certify that the structure has, in his professional opinion, been designed and constructed in accordance with sound engineering principles and practices. Where the as-built condition varies significantly from design, appropriately revised calculations will also be provided by the engineer.

2. The Landowner will:
 - A. Construct the system in accordance with approved designs. Provide as-built data and drawings, soil reports and other certification requested by the County in order to document compliance with the approved designs.

- B. Provide maintenance which keeps the system in good working order acceptable to the County. Such maintenance will be provided in perpetuity unless and until both parties formally enter into a revised agreement. Maintenance inspections will be performed after each rainfall occurrence of one (1) inch or more within twenty-four (24) hours.
- C. Agree that the County and agents of the County have a right of ingress and egress for maintenance inspections, and maintenance and repair of the system if deemed necessary by the County and not adequately done by the landowner within reasonable time after due notice to the Landowner. Sixty (60) days shall normally be regarded as a reasonable time, however such time may be extended if the County, in its reasonable judgment, determines that the necessary repairs cannot be completed within the sixty (60) days and the Landowner is diligently working to complete the required maintenance or repairs. The Landowner will reimburse the County for maintenance and repair costs within ten (10) working days after receiving a request for reimbursement.
- D. Agree to keep written records of inspections and repairs and to provide access to those records to the County upon request.
- E. Agree to record this agreement amongst the land records of the County.
- F. Agree that the terms of this agreement shall be binding upon the heirs, successors and assigns of the Landowner and that any subsequent owner of the property shall be responsible for the maintenance of the system and shall hold the County harmless from any loss, damage, injury, cost or other claim resulting from the operation of the subject system.

LANDOWNER: _____

Signed and acknowledged before me by _____ Owner of _____
 in the state of _____, County of _____, this _____ day
 of _____, 2001.

 NOTARY PUBLIC

My Commission Expires: _____

COUNTY: _____

County Zoning Administrator

Signed and acknowledged before me, by _____, County Zoning Administrator,
 on behalf of the King & Queen County Board of Supervisors, in the state of _____,
 County of _____, this _____ day of _____, 2001.

 NOTARY PUBLIC

My Commission Expires: _____

Attachment A

Maintenance Plans for Stormwater Detention Ponds

1. The proposed detention pond is designed to function as a detention pond for controlling on-site runoff and as a sediment basin to reduce the amount of sediment traveling downstream. Curb and gutter will be used to channel onsite water to the detention/sediment basin. Final elevations are as shown on the attached as-built plans.
2. All grasses will be mowed twice each year. The grass should be mowed in early summer and again in early fall to prevent seeds of annual weeds from maturing. Trees and shrubs will not be permitted to grow on the dam or in the emergency spillway.
3. Replanting and overseeding. If vegetation covers less than 40% of the soil surface, lime, fertilize, and seed in accordance with current recommendations for new seeding. If vegetation covers more that 40% but less than 70% of the soil surface, lime, fertilize and overseed in accordance with current recommendations.
4. Removing trash and sediment. Trash and litter will be removed as needed to prevent obstruction to the flow of water, prevent degradation of downstream properties, to maintain the integrity of the structure and to provide an attractive appearance.
5. Removing sediment. Accumulated sediments (including clay, silt, sand, gravel, etc.) will be removed before the pond loses 10% of the designed storage capacity. It will be removed from conveyance channels before it impairs the structural integrity of the channels.
6. Sediment disposal. Sediment disposal should be in accordance with current procedures for disposal of sediment and sludge.
7. Repairing slides, slumps, and eroded areas. Slopes which have been impaired by slides, slumps, and erosion will be repaired within 30 days. Burrowing and digging by rodents and other animals will be controlled and damaged areas will be repaired within 30 days.
8. Repairing and other components. Pipes, headwalls, etc. will be maintained, repaired and/or replaced as needed to maintain the integrity of the structure.
9. Maintenance inspections. Once each year, a representative of the owner(s) and a representative of the County will jointly inspect all stormwater management structures; appropriate action will be taken to ensure proper maintenance. All maintenance costs will be borne by the owner(s).
10. All sediment from the _____ including any deposits of material that accumulate on or around the parking area shall be properly disposed through collection and disposal at a facility, such as a landfill, designated for the disposal of such material.