

**TOWN OF
STORMWATER MANAGEMENT FACILITY
MAINTENANCE AGREEMENT**

Document Number

**Owner/Developer: Name of Owner or Developer
Governing Body: Town of**

The owner/developer and the Governing Body do hereby enter into this agreement, in accordance with *Section 27.16 of the Fond du Lac County Code or applicable town code*, for the routine and extraordinary post construction maintenance of the stormwater management facility (or facilities) installed for the use and benefit of the development and property described below. This agreement includes the following exhibits:

- Exhibit A:** Location Map of Stormwater Management Facility (or Facilities)
- Exhibit B:** Prescribed Facility Maintenance Practices and Procedures

Legal Description: _____ being part of the _____ *¼ of the*
¼ of Section No. _____, Town _____ North, Range _____ East, Town of _____
Fond du Lac County, Wisconsin.

Identification of the party responsible for the perpetual maintenance of the stormwater facilities: _____ and/or any owner of record assigned an interest by the Owner/Developer (Operator). The operator is hereby obligated to maintain the stormwater facilities in accordance with the schedule and procedures set forth in this agreement. An undivided *Amount of interest* interest will be assigned to each property owner of _____, upon the sale of said property from inclusion as an operator will terminate upon the assignment of all interest.

The Governing Body, its administering authority, assigns, or designees, is granted access to and upon the described property to evaluate and inspect the stormwater management facilities as necessary to ascertain that the practices are being maintained and operated in accordance with this agreement and *Chapter 27 of the Fond du Lac County Code, or applicable town code*. The administering authority shall maintain, as a public record, the results of the site inspections, shall inform the operator of the inspection results, and shall recommend any corrective actions required to bring the stormwater management practice into proper operating condition. Upon notification to the operator from the administering authority of maintenance deficiencies that require correction, the specified corrective actions shall be undertaken by the operator within a reasonable time frame, as set forth by the administering authority. The administering authority is authorized to execute the needed actions identified in any inspection report, if the operator does not initiate the required corrections within the specified time period. The cost, plus administrative charges, of any work executed by the administering authority to correct maintenance deficiencies shall be assessed and entered upon the tax rolls of the operators of such stormwater facilities by the Town, pursuant to §66.0627 Wis. Stats.

This agreement does not cover improvements or infrastructure dedicated to the public and accepted by the local municipality, to include gutters, channels, culverts, roadside ditches or storm sewer appurtenances, whether located within public right-of-way, easements or upon private property.

To these covenants and this agreement the Operator hereby binds themselves, their heirs, executors and assigns forever.

Name & Return Address:

**Fond du Lac County Land and Water
Conservation Department
W6529 Forest Ave.
Fond du Lac, WI. 54937
(920) 906-4680**

PARCEL ID:

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Exhibit A: Location Map of Stormwater Management Facility (or Facilities)

The stormwater facilities covered by this agreement are depicted on the attached reduction of the plan or map.

Titled:

Dated:

. Produced By:

Additional plans, maps and support data may be on file or in the possession of the owner/developer, the town, the country or professional.

Please attach plan(s) and/or map(s) to this document.

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Exhibit B: Prescribed Stormwater Facility Maintenance Practices and Procedures

Delete or strike through non-applicable practices/procedures

Artificial Wetland Manual: A detailed Operations & Maintenance Manual shall be developed as part of the design for any artificial wetland. A copy of the O&M Manual is attached to this exhibit and made part of this agreement.

* **Detention Basin Safeguarding:** Trash racks, standpipes, outlet structures, outlet pipes, and anti-vortex devices shall be kept clear of debris. Non-structurally sound devices shall be replaced. Floating litter and algae shall be removed monthly. Sediment fore bays shall be dredged within the designed sediment storage cycle, this is usually about every five years, but shall not be greater than ten years. All grassed areas, embankments and flow control devices showing signs of erosion shall be repaired to the original plan requirements.

* **Erosion Repair:** All grassed areas, embankments and flow control devices showing signs of erosion shall be repaired, reinforced, and revegetated immediately.

Filter & Buffer Strip Refurbishment: A vegetative strip sown in grasses which shows signs of erosion shall be repaired, reinforced and revegetated (possible over seeding) immediately. If the strip drains directly to a body of water, the use of fertilizer and pesticides shall be minimal.

* **Forebay or Sediment Basin Restoration:** Once the sediment basin has filled to approximately 50% of its total volume (approximately every 10 to 15 years), sediment shall be removed and placed in an appropriate upland disposal site and stabilized.

Infiltration Basin Refurbishment: Heavy equipment must be kept out of the basin, to avoid compression of soils. Litter should be removed monthly. Deep tillage may be used in soils of marginal infiltration or if extended periods of ponding are occurring. Once the basin has lost 10% of its capacity to sedimentation, the sediment must be removed. Bare areas shall be regraded, seeded or otherwise vegetated.

Infiltration Trench Restoration: Remove trench material and filter fabric that is clogged. Remove clogged native soil and replace with filter fabric and new trench material. Install monitoring well. All grasses areas, embankments and flow control devices showing signs of erosion shall be repaired to the original plan requirements.

Manufactured Pretreatment Device Maintenance: Prefabricated devices shall be maintained in accordance with the manufactures' recommendations, a copy of which is attached to this exhibit and made part of this agreement. Sump pits should be cleaned quarterly and prior to losing 60% of its capacity to sedimentation, trash or debris.

Mowing: Infiltration devices, dry basins, grassed waterways and buffers shall be mowed to a height of not less than three inches or more importantly to a height above the operating depth for a 1.5 inch rainfall, no less than twice per year. Depending upon the natural height of the selected grasses, mowing may be infrequent and necessary only to prevent the growth of undesirable woody plants and trees. Grasses shall not be allowed to grow to a height that permits branching or bending. This type of mowing requires equipment (*i.e.* sickle bars, flail or rough deck mowers) not associated with residential lawn care. Mowing shall only take place when the ground is dry, able to support machinery and avoid rutting.

* **Accumulated Sediment Clean-up:** Accumulated sediment, in significant proportions, shall be removed and bare areas regraded, seeded or otherwise revegetated. Sediment material, free of trash and debris, may be used to fill and restore small depressions or shallow water pockets and then seeded.

* **Swale Repair:** All grassed swales showing signs of erosion, scour, or channelization shall be repaired, reinforced and revegetated immediately. All other swales showing signs of erosion, scour, or channelization shall be repaired (at minimum) to the original plan requirements.

* **Transported Material Removal:** Silt, sod, stone, and any other material transported as a result of high water volumes, velocities or scour shall be removed, replaced and reinforced immediately to its original plan specifications and location occupied prior to the catastrophic event. Trash and other deleterious debris shall be properly discarded.

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IN WITNESS WHEREOF, the Developer and the Town of _____ have caused this agreement to
be signed this _____ day of _____

"DEVELOPER"

, (developer)

(Date)

State of _____)
County of _____) SS

Personally came before me this _____ day of _____, _____, the above named Name to me known to be the persons
who executed the foregoing instrument and acknowledged the same.

Notary Public, _____,
My commission expires: _____

"Town/County of _____"

By: _____, Chairman

By: _____, Clerk

State of _____)
County of _____) SS

Personally came before me this _____ day of _____, _____, the above named _____, Chairman
and _____, Clerk, of the Town of _____, to me known to be the persons
who executed the foregoing instrument and acknowledged the same.

Notary Public,
My commission expires: _____